

**POWERTEL LIMITED ABN 69 001 760 103**  
**SUMMARY OF AGREEMENT FOR SUPPLY OF POWERTEL SERVICES**

This is a summary of PowerTel's agreement for the supply of Services. The Agreement sets out the terms and conditions on which PowerTel provides telecommunications Services to customers.

If you or another party have difficulties in reading this document (because it is in English or because you have a disability that impedes your ability to read information printed in a standard form) please contact us on 1300 786 786 and we will do all things reasonably possible to assist you.

It is not possible to cover everything in the Agreement and this summary is designed to give you, our customer, information about the important matters generally applying under the Agreement. Particular services may have specific terms and conditions, which are set out in the Agreement.

A copy of the full Agreement is available from the PowerTel website at [www.powertel.com.au](http://www.powertel.com.au) or on request. This summary does not override or change anything in the Agreement and is provided for information purposes only. Defined terms in the Agreement are applicable to this summary document.

The Agreement is binding on you when you sign the Application for Services and this summary. The terms of the Agreement will then apply to all further Applications for Services submitted by you. As a customer you are obliged to comply with the terms and conditions of the Agreement.

## **IMPORTANT CUSTOMER INFORMATION INCLUDING YOUR RIGHTS AND OBLIGATIONS**

### **Provision of Services**

PowerTel supplies the following Services under the Agreement, and may in its sole discretion also supply equipment you require to make use of those Services:

Leased Line, Frame Relay, Asynchronous Transfer Mode (ATM), Internet Protocol Virtual Private Network (IP VPN), Managed Router (MRS), Ethernet, Integrated Services Digital Network (ISDN), 13/1300/1800 Reach, Long Distance, Teleconferencing, Transit Mapping, Co-location Access Line, Business Line, Dedicated Internet Access, Business DSL, Firewall Services, Broadband Internet, Co-location and AccessAdvantage.

There may be a Minimum Term for which we will contract to provide a particular Service. We may provide the Service using a combination of the PowerTel network and PowerTel owned facilities and any network or facility of another carrier or carriage service provider.

### **Commencement & Term**

The Agreement commences on the date you sign the Application for Service and continues for the Minimum Term (if any) and then on a month to month basis. The Minimum Term (if any) commences on the earlier of (a) the

date on which we first notify you that the Service is ready for use and (b) the date on which you first use the Service.

### **Termination & Suspension**

Either party may terminate a Service without liability if the other party defaults in any material obligation and fails to remedy such default within 14 days of receiving written notice to rectify.

We may terminate a Service if you default in payment of any Charges by the due date and fail to remedy such default within 5 Business Days of written notice from us.

If you wish to terminate a Service prior to expiry of an applicable Minimum Term, you must give us 30 days written notice (provided that such notice does not take effect on any day other than the last day of a calendar month) and pay to us an early termination fee in an amount equal to the Recurring Charges payable for the remainder of the Minimum Term. If we terminate a Service prior to expiry of the Minimum Term because of your material breach, you must pay to us, by way of liquidated damages, the fee referred to above, being a genuine pre-estimate of the losses we will suffer as a result of early termination.

Either party may terminate a Service immediately on giving written notice to the other party if that other party becomes insolvent or a receiver or liquidator is appointed or anything analogous to such events. After expiry of any applicable Minimum Term, either party may terminate the Service by giving 30 days written notice to the other, provided that such notice does not take effect on any day other than the last day of a calendar month.

We may charge you a reconnection fee under the Agreement including in circumstances where we may suspend your Service under the terms of the Agreement.

### **Charges & Billing**

Charges for the Services may include:

- (a) a once-off Installation Charge and monthly Recurring Charges which we bill in advance;
- (b) Usage Based Charges which we bill in arrears;
- (c) occasional charges for miscellaneous works as set out in the Agreement.

There may be other Charges payable in respect of a particular Service which are set out in the Application for Service or otherwise agreed with you. We may vary the Charges at any time after expiry of the Minimum Term upon giving you 30 days notice.

The Charges for the Service are quoted exclusive of GST. Accordingly we will charge you an additional amount equal to the amount of GST or any other Taxes that PowerTel becomes liable in relation to the Agreement. We will provide a tax invoice and/or an adjustment note where appropriate.

We will endeavour to bill you monthly but reserve the right to back bill you.

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Subject to your rights under the billing dispute procedure contained in the Agreement, you must pay all Charges for the Service within 30 days of the date of invoice. You may be charged interest if you fail to make payment by the due date. You will be responsible to pay for all Charges whether or not you authorised use of the Service by another person.

**Security**

We may require security where we reasonably determine it necessary after considering (i) your commercial creditworthiness and (ii) the value of the Applications for Services submitted by you.

**Service Levels**

The Services have performance targets, which are set out in the Agreement and cover, where applicable:

- (a) network availability;
- (b) repair times; and
- (c) provisioning times depending on access site conditions.

We will use all reasonable endeavours to meet the performance targets. Service rebates are available for particular Services under certain conditions if these targets are not met. These rebate entitlements are set out in the Agreement.

PowerTel confirms that it does not have a policy to offer “priority services” to customers but will use all reasonable endeavours to assist you with any special requirements you may have.

**Customer Service Guarantee (CSG)**

The Australian Communications and Media Authority (ACMA) has established certain minimum performance standards (**CSG Standard**) to be complied with by carriage service providers in relation to the connection and fault rectification of the standard telephone service and the attending of appointments by carriage service providers.

The CSG Standard aims to protect residential and small business customers against poor service and provides financial compensation when these standards are not met. Notwithstanding the waiver provided in the paragraph below, we note that the CSG does not apply to mobile phone services, customer equipment or to customers who have more than five phone lines. Further information is available from the ACMA website at <http://www.acma.gov.au - Consumer>.

These protections and rights contained in the CSG include statutorily rebates payable in certain circumstances by us to you for failure to meet certain stipulated times for the delivery and installation of Services and fault repairs. PowerTel can only offer you the sophisticated business orientated Services under the terms of this Agreement at its discounted costs, and with the rebates described further in the Agreement, on the basis that you have agreed to waive your rights under the CSG. By ordering the Services you agree to waive the protections and rights afforded to you under the CSG).

**Complaints & Fault Reporting**

If you wish to report a fault or make a complaint, you should call PowerTel’s Customer Care Group on:

- For corporate customers - 1300 786 786
- For wholesale customers - 1300 786 066
- For small to medium business customers - 1300 786 076
- For residential customers - 1300 786 086

PowerTel provides a 24-hour fault reporting service, which is prioritised depending on the severity of the fault and escalated accordingly. PowerTel is responsible for rectifying faults within its network. Where the fault is within another carrier’s network which is interconnected to the PowerTel network, PowerTel will notify that other carrier of the fault and request that the fault be repaired promptly but will bear no further liability or responsibility.

If PowerTel responds to a fault reported by you and it is found to be caused by your equipment, or no fault in the Service exists, you may be charged a call out fee and, where applicable, PowerTel’s service fees for fixing the fault.

PowerTel also provides a high-level complaint escalation procedure for complaints, which are not resolved at the point of initial contact with PowerTel’s customer service representative.

**Other Key Obligations**

- (a) You must not interfere with the operation of the Service, the PowerTel network or the network of any other carrier or carriage service provider that is interconnected to the PowerTel network or PowerTel Equipment;
- (b) Your Equipment used to receive our Services must comply with all applicable standards, laws and regulations;
- (c) You must indemnify us against any costs, losses, damages, claims, liabilities or expenses we incur in connection with personal injury, death or property damage resulting from your negligent or wilful acts or omissions or misuse of the Service;
- (d) You must indemnify us for all loss suffered by us as a result of a claim by you or a third party against our supplier Carrier (excluding claims for death, personal injury or physical damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services;
- (e) You must indemnify us for all loss suffered by us as a result of a third party claim against us (excluding claims for death, personal injury or damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services.
- (f) You must notify us immediately upon noticing any faults in relation to the Service and provide all necessary assistance to enable location and repair of any Service faults.
- (g) You must obtain any authorisation, permission or licence necessary for us to provide the Service to you.
- (h) You agree to allow our authorised personnel safe access to any PowerTel Equipment, Your Equipment

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and any of Your Premises at which a Service is to be provided.

- (i) You bear the risk of loss or damage to any PowerTel Equipment while it is in your possession or control.
- (j) You authorise us under the Agreement to disclose to a credit reporting agency, personal information relating to you for the purposes of obtaining a credit report about you. We may also disclose your personal information :
  - (i) to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
  - (ii) in accordance with court orders or if required or authorised by law;
  - (iii) to lessen or prevent serious threats to an individual's life, health or safety or to public health or safety; or
  - (iv) uses to assist in internal investigations conducted by us into suspected fraud, misuse of the Service or other unlawful activities.
- (k) You must comply with any instructions we may give you and provide all information and assistance we may require in order that we can comply with any directions of a government agency, emergency services organisation or other authority, or as reasonably necessary to avoid causing any breach by us of any of our suppliers' (including other carriers' and carriage service providers') terms and conditions of supply to us.

**Liability**

Where we are unable by law to exclude our liability, but we are permitted to limit that liability, our liability for such breaches is limited, at our option, to, if the breach relates to goods, the replacement or repair of the goods; or, if the breach relates to services, the resupply of those services, or paying the cost of having those services resupplied.

To the extent permitted by law:

- (a) we are not liable to you for any indirect or consequential loss, loss of profits, loss or corruption of data or interruption to business in connection with the SFOA;
- (b) our aggregate liability to you in respect of all claims whether in contract, negligence, other tort or statute will not exceed the lesser of the amount paid to us by you during the Minimum Term and \$1 million; and
- (c) the rebates available under the SFOA, are your sole remedy in respect of any event giving rise to our failure to achieve any performance target.

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