

# COUNTRYTELL STANDARD FORM OF AGREEMENT

## 1. INTRODUCTION

Countrytell is committed to providing you with the best customer experience. We will comply with Industry regulations and codes and uphold your rights and protections.

Countrytell can contract with you by way of this standard form of agreement (Standard Agreement), or under an individual contract with each customer. When you order services via our online portal, the terms of this Standard Agreement apply subject to any specific terms that we agree upon in providing the services to you.

This means that the terms and conditions contained in this Standard Agreement apply to all customers who acquire via our website a residential service or a small business enterprise (SME) service, where the value of the service does not exceed \$40,000 pa, unless we both specifically agree otherwise. These terms and conditions do not apply to wholesale, commercial or large business contracts.

## 2. SUMMARY OF TERMS AND CONDITIONS

### 2.1 Description of the Services

Countrytell provides broadband Internet services over a range of technologies via a network that we own and/or manage. The service provides an always on or constant access to the Internet service and where provided over our wireless infrastructure will deliver unlimited download with plans based on a choice of speed. Speeds are maximum speeds but actual speed may vary or be slower due to a number of factors beyond Countrytell's control.

We also provide access to NBN services. NBN services provides unlimited download with plans based on a choice of speed, the details of which will be explained clearly to you if you request these services. Other services, such as our ADSL or where we use third party infrastructure, will be based on plans, which may combine speed and download amounts, and will be explained clearly to you if you request these services.

Countrytell owns and/or manages networks to provide customers with services including;

- a) Wireless broadband networks
- b) NBN Services
- c) Fixed line broadband ADSL

Speed of the service are maximum speeds but actual speed will be dependent on customer choice, download caps, third party infrastructure and some factors beyond Countrytell's control.

### 2.2 Description of the Services

- (a) **Fixed term agreement** means Countrytell will provide the service for a fixed period or until cancelled by you, in accordance with the agreement provisions.
- (b) **Non-fixed term agreement** means Countrytell will provide the service until cancelled by you, in accordance with the agreement provisions.
- (c) Where you cancel the service before the end of a minimum agreed term you may be required to pay an early termination fee, based on:
  - (i) the remaining days in the agreed minimum term and calculated as at the cancellation date;

- (ii) any unpaid installation cost;
- (iii) the cost of removal of any of our equipment and
- (iv) any other cost incurred by us in cancelling the service.

### 2.3 When minimum term of a fixed term agreement is reached:

If you or Countrytell do not cancel the service at the end of a minimum term, the agreement reverts to a non-fixed term agreement. If you do not want this then you must let us know before the end of the minimum term. We will advise you before the minimum term ends if we intend to cease or change the service at the end of the minimum term.

### 2.4 Changes to the agreement

We may advise in writing via email and publish the updated agreement on our website if we propose to change an agreement that may adversely impact you and, subject to clause 2.2(c) you will have the right to cancel the service at that time if you wish.

## 3. YOUR PERSONAL INFORMATION

- (a) We will abide by all privacy laws in the way we collect and use your personal information, such as your name address, service usage and credit rating and details.
- (b) We will store your information in Australian databases and only disclose that information about you that we are required to do under Australian law or that we need to do so to implement a service.
- (c) We may not provide a service to you if you do not provide all the information we require to enable us to assess if we can extend credit to you.
- (d) We may use your information to enable you to access our portal, and we may deliver promotional material and advertising from time to time. You can opt out of receiving information not related to your account or that we are not legally required to provide you by contacting our help desk.
- (e) Once you leave Countrytell's website or portal, we cannot guarantee and will not be liable for your privacy or how your information is handled by third parties, so you should make yourself aware of how other suppliers deal with your information.

## 4. SERVICE USE

- (a) We will provide services to you with due care, diligence and skill, and ensure our technicians are appropriately qualified and experienced.
- (b) You and any other person who uses the service must do so lawfully, and in accordance with our Fair Use Policy and your agreement with us.
- (c) Equipment owned by Countrytell remains our property and you are responsible for:
  - (i) its care, maintenance and security; and
  - (ii) obtaining all necessary consents for the installation and use of the equipment.
- (d) If you use equipment owned by you or third parties to access our service (including, without limitation, telescopic masts), you are responsible for:
  - (i) its care, maintenance and security; and

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- (ii) obtaining all necessary consents for the installation and use of the equipment.

## 4.1 Faults and Service Responses to Rectify

- (a) We will repair any faults on our own network.
- (b) Where faults occur on a supplier's network, we are not responsible for restoring that fault but we will apply our best endeavours on your behalf.
- (c) Where faults are caused by equipment not owned by us, but by you, or any other third party, or used by you, we may seek to recover costs for fault investigations. If the cause of the fault is your negligence, or the third party equipment, or your breach of our agreement, we may bill you for the cost of identifying and rectifying the fault.
- (d) You acknowledge the services provided by Countrytell may not be fault-free.
- (e) Faults should be reported to our Support Team by email to [support@countrytell.com.au](mailto:support@countrytell.com.au) immediately.
- (f) Events outside your or our reasonable control can sometimes interfere with the operation of the network and can result in disruption, sometimes on an ongoing basis. Such events include: failure of electrical power supply, failure of air-conditioning, electromagnetic interference, fire, storm, flood, earthquake, accident, and war. Changes to laws or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any supplier or any of their personnel) may also interfere with service delivery. When any of these type of events occur Countrytell will use its best efforts to restore services but no compensation will apply to customers, unless as a result of Countrytell's fault or negligence.
- (g) Where we are liable for interruptions to the service as a result of our or our personnel's fault or negligence. We will be liable solely to the extent of a refund or rebate for the period of interruption and compensation for any proven reasonable loss incurred.
- (h) In the event you report a fault or interruption, we will contact you as soon as practicable having regard to the nature and extent of the fault or interruption, during our technical support hours. Our technical support hours are:
  - (i) for residential services, 9am to 5.00pm Monday to Friday; and
  - (ii) for business services, 9am to 5pm Monday to Friday other than public holidays.

## 5. YOUR BILL

### 5.1 Charges and Fees

- (a) Information about our pricing is set out in the Critical Information Summary tables, and the pricing plan tables on our website.
- (b) Our wireless services require a set-up fee for installation and monthly charges are paid in advance by direct debit of a credit card or via Bpay.
- (c) Where Countrytell delivers services you must pay these charges regardless of whether you authorised their use, they are unavailable, or unable to be accessed. You can dispute charges via our complaints process, for exceptions.

- (d) All our plans have a fixed monthly cost. This may vary if you choose to amend or alter the plan you have selected.
- (e) In addition to the fees and charges, Countrytell may charge administration or similar charges, including suspension fees, late payment fees, cancellation fees, payment dishonour fees and reconnection of reactivation fees. These are not penalties and are either a reimbursement of Countrytell's costs or a genuine pre-estimation of its loss based on the circumstances.
- (f) Fixed term contract fees may apply where installation costs have not been fully paid up front.
- (g) If you have a fixed term agreement or minimum agreed term and terminate the agreement or cancel the service before the end of that term, we may charge you an early termination fee in accordance with clause 2.2(c) above.

### 5.2 Billing and Payment Methods

- (a) Except to the extent that you raise a valid billing dispute in relation to an invoice issued by Countrytell, you agree that the invoice is valid and payable as and when indicated.
- (b) Countrytell billing is all online and we will email you a bill each month, either for payment in advance (for the month to come) or in arrears (for the month just passed) depending on the service you have chosen.
- (c) You can access your Countrytell account through the Countrytell portal, which records your bills, fees and charges.
- (d) Currently payments via BPay or credit card incur no payment transaction fees. Should this change we will contact you to provide enough time for you to make arrangements to pay via a free method.
- (e) If you select more than one service, we may include the extra services on the same bill.
- (f) Where you have a fixed monthly amount payable or a fixed direct debit amount, you may not receive a monthly invoice, but can always request that one be sent to you. If for some reason the amount differs from your regular monthly payment, this will be explained on the invoice and you will be given no less than 14 days notice of the difference.
- (g) If you do not pay your bill within the timeframe agreed, we will make attempts, in good faith, to remind you. If the bill remains unpaid we may suspend or cancel your service.
- (h) Countrytell may re-issue any invoice if an error is later discovered. If you have overpaid as a result of the billing error, your account will be credited with the overpayment.

## 6. TAXES

All prices, fees and charges on our website or in our agreement are inclusive of GST, unless it is clearly indicated otherwise.

Where the fees and charges do not include an amount on account of tax, and if any tax is payable by us in relation to, or on any supply under or in connection with this Agreement, we will increase the tax exclusive fees and charges by an additional amount on account of the tax. You must pay the additional amount at the same time that you pay the fees and charges.

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This applies where the tax, such as GST is directed at, and imposed on, you.

## 7. IF YOU HAVE A COMPLAINT OR DISPUTE

### 7.1 Policy

Countrytell is committed to good relations with our customers and we will do our best to remedy any issues as and when they are raised. It is important that you let us know if you are dissatisfied with any aspect of our service. The sooner we know about any issue, the sooner we can resolve things.

### 7.2 If we cannot resolve your issue Immediately

We recognise that sometimes satisfactory resolutions are not always immediately possible and if this happens and you wish to lodge a complaint, our complaints handling process and policy details can be found on our website.

### 7.3 If we cannot satisfactorily resolve your issue

You may not be satisfied with how we resolve your complaint, so if this is the case, you can contact the Telecommunications Industry Ombudsman (TIO) for further assistance. The TIO can be contacted by phoning 1800 062 058, or TTY 1800 675 692 or via the TIO website at [www.tio.com.au](http://www.tio.com.au). We may suspend collection of payment for that part of the service for which you lodge a dispute or complaint.

### 7.4 Financial Hardship

If you are experiencing financial hardship that may affect your ability to pay your bills then please contact us immediately to discuss your options and read our Financial Hardship Policy for details on how you can make an application to enter into a financial hardship arrangement.

## 8. SERVICE CANCELLATION BY YOU

- (a) You can cancel a Countrytell service by giving 30 days written notice. If we can cancel the service within that 30-day period, we will try to do so in consultation with you.
- (b) If we do not fulfil our obligations under this Standard Agreement you can cancel the service with 30 days notice.
- (c) In circumstances where you have purchased the service via a telemarketing campaign or door-to-door sales, you may cancel the service order within 10 days, in accordance with Consumer Protection Law.
- (d) You can cancel a service by advising us by email or via an authorised representative who is authorised to cancel it on your behalf.
- (e) If you cancel your service, clause 2.2(c) will apply.

## 9. SERVICE CANCELLATION BY COUNTRYTELL

- (a) If you have a non-fixed term agreement we can give you 30 days notice to cancel the service at any time.
- (b) Under any agreement, we can cancel the agreement at any time in emergency situations, if we suspect fraudulent activity, or we suspect a failure to follow our Acceptable Use Policy, or if an outstanding bill has not been paid with 10 days after a final written warning to pay.
- (c) We may cancel your service if there has been a breach under your Agreement that has not been remedied within a

reasonable time after you have been notified of such breach or in the event that the breach is not capable of rectification.

- (d) We may cancel your service if we determine factors outside our control have caused or contributed to a material degradation of the service levels that is unlikely to be rectified during the term of the agreement.

## 10. AFTER A SERVICE CANCELLATION

You are liable for any charges incurred up until the later of the date the service is no longer provided following either party exercising their right to cancel the service and the end of the notice period, including if an early termination fee is applicable where you have a fixed term agreement or minimum period for your service. If you wish to reinstate the service you may need to pay a fee to reconnect it.

## 11. SERVICE SUSPENSION

- (a) Countrytell may need to suspend a service in the case of an emergency, or repair, or maintenance of the network by us, or by a third party supplier (including where there are contractual issues between Countrytell and a supplier), or at the request of the ACMA or other competent authority.
- (b) We may also suspend the service if fraudulent activity is reasonably suspected, or we reasonably believe that you have failed to adhere to our Fair Use Policy, or a bill remains outstanding past an agreed payment period.
- (c) We may suspend your service if there is a breach under your Agreement that has not been remedied within a reasonable period after you have been notified of such breach.
- (d) Access fees may still be payable during a service suspension. If due to a fault attributable to Countrytell you may request a rebate or refund of the amount of fees accrued and payable during the applicable suspension period. Reactivation fees may be payable in the event that you wish to reconnect your services after a suspension.

## 12. CONSUMER GUARANTEE

Countrytell accepts liability to you under the *Competition and Consumer Act* and the *Australian Consumer Law* and other laws, where not to do so would be illegal, or would make any part of this clause 12 void or unenforceable. Otherwise, Countrytell excludes all conditions and warranties implied in this Agreement or any guarantee conferred by law to the fullest extent permitted by the law. Where the goods or services, including your services supplied under this Agreement, are a kind not ordinarily acquired for personal, domestic or household use or consumption but have a price less than \$40,000, Countrytell limits its liability for any non-excludable conditions, warranties and guarantees, where permitted by law to do so, to (at Countrytell's option) repairing or replacing the relevant goods, resupplying the relevant or equivalent services or, in either case, paying you the cost of doing so. To the extent permitted by law, Countrytell excludes all liability for any consequential loss under this Agreement and limits its liability to the extent of any fraudulent or negligent acts by Countrytell or its personnel.

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## 13. EQUIPMENT

We may provide you with equipment to access our network services and we guarantee that this equipment is fit for purpose and meets the service requirements at the time of installation. We cannot guarantee that yours or third party equipment is fit for purpose and it is your obligation to ensure that yours and any third party equipment meets our service requirements and the requirements of any authority.

## 14. TO USE THE COUNTRYTELL SERVICE

- (a) You must be over 18 years of age, or have obtained the consent of a parent, or a responsible adult to have an account with Countrytell.
- (b) Countrytell is not responsible for content delivered over the network.
- (c) We will delete account usernames that are offensive or illegal.
- (d) You may not resell or redistribute our services under this Standard Agreement. If you do then you will be in breach of this Standard Agreement
- (e) We conduct network monitoring to ensure that customers adhere to their agreements and to prevent or cease misuse. Residential services must not be used for commercial purposes.

## 15. IF YOU MOVE ELSEWHERE

- (a) Our non NBN Wireless Broadband services are relocatable within coverage areas, but may require reinstallation. This will be provided at a discounted rate subject to the equipment being available at the new premises, and in operational order.
- (b) If you move to an area outside of the Countrytell wireless network, you may be able to transfer to an alternative ADSL service and we will provide you with details of transfer costs if they apply.

## 16. TRANSFER TO ANOTHER CARRIER

If you have a Countrytell service and wish to transfer to a new provider, we will cancel your service automatically and charge the appropriate cancellation fee, if cancellation is advised before the end of a fixed term agreement.

## 17. DATA USAGE

- (a) Our wireless data plans are unlimited, however, plans provided by third parties, such as access to the NBN, may have data limits, caps or quotas.
- (b) Where plans have data limits, caps or quotas, we will provide you the online tools to monitor your usage and we will advise you when you are approaching your data limit. Excess data charges may be levied depending on the specific plan, details of which will be clearly explained to you before you accept the service, and the services may be subject to speed and/or download restrictions.
- (c) You may upgrade your plan at any time online.

## 18. ACCESS TO YOUR PREMISES FOR INSTALLATION

If you select our Wireless Broadband service, or Fixed wireless NBN Service, installation will be necessary at your premises. You must ensure Countrytell or its agents can safely access your premises to enable the installation of the network equipment. We, or our agents, will contact you to arrange a mutually convenient time for the installation.

## 19. CONTACT US

By Email: [support@countrytell.com.au](mailto:support@countrytell.com.au)

By Phone: 13 8355

Or Online: [www.countrytell.com.au](http://www.countrytell.com.au)

National Relay Service: 133 677

Translating and Interpreting Service: 131 450