



## Terms and Conditions

Byron Bay Telecom, P.O. Box 277, Byron Bay, NSW, 2481

Contact: 1300 502 994

Web: [www.byronbaytelecom.com.au](http://www.byronbaytelecom.com.au)

Email: [accounts@byronbaytelecom.com.au](mailto:accounts@byronbaytelecom.com.au)

## Terms and Conditions

### 1. THE AGREEMENT

- a) The agreement consists of the terms and conditions, the service description, our pricing tables and those covenants agreed to in writing.
- b) This agreement applies to you if you are a customer of Byron Bay Telecom.
- c) In the event of inconsistency between the terms and conditions and any other part of the agreement, the terms and conditions prevail. Please note that *Section 11 Liability* regarding liability prevails over this section.
- d) The commencement date for the agreement and the date under which you are provided with service under the agreement is the connection date.
- e) Under the agreement we will provide service to you for a time period in accordance with the agreement:
  - (i) For the minimum term; or
  - (ii) Until the service is cancelled in accordance with *Section 9 Cancelling the Agreement*; or
  - (iii) Until the minimum term has expired and neither party has cancelled the service and the service takes the form stated in *Clause 1(g)* and cancelled under *Section 9 Cancelling the Agreement*.
- f) If the agreement has reached the minimum term and neither party has terminated the service at the end of the minimum term, the agreement takes the form of a non-fixed agreement where Byron Bay Telecom will continue to supply service to the customer on a month-to-month basis in accordance with the fixed-term agreement that existed previously.
- g) If you do not wish to continue to use the service on a month-to-month basis and after the end of the minimum term you must inform Byron Bay Telecom in accordance with *Section 9 Cancelling the Agreement* by giving us 30 days' notice before the end of the minimum term.
- h) It is your responsibility to ensure that any person you allow to use the service complies with the agreement as though they were you.
- i) If you have any complaints, please call us on 1300 502 994.

## 2. CHANGING THE AGREEMENT

- a) Unless expressly stated in the agreement, you cannot make any changes to the agreement without our express consent.
- b) We may change the agreement under the *Telecommunications Act 1997* (Cth).
  - (i) Byron Bay Telecom reserves the right to change your plan if we deem it will be beneficial to you.

## 3. APPLICATION FOR SERVICE

- a) The service you have selected is detailed in the information sent with delivery forming the service description as applicable to your selection.
- b) Byron Bay Telecom reserves the right to refuse service to any client if:
  - (i) Sufficient proof of identification is not provided; and/or
  - (ii) The eligibility requirements for the service are not met.

## 4. PRIVATE INFORMATION

- a) We may collect, use and disclose your private information for purposes related to establishing your telecommunications services.
- b) You may opt out of receiving communications not related to your account or legally required.
- c) We may be required, or permitted, by law to collect, use or disclose your private information from, or to, organisations such as the operator of the Integrated Public Number Database, emergency services organisations and law enforcement agencies.
  - (i) Subject to applicable law, you may access your private information by contacting us.
- d) For information regarding the collection, use, disclosure, security, access and correction of your private information, refer to the Privacy Policy which is available on <https://www.byronbaytelecom.com.au> or by contacting us on 1300 502 994.

## 5. THE SERVICE

- a) Connecting the Service: It is your obligation as a customer of Byron Bay Telecom to take reasonable steps to co-operate with us to allow us to establish and supply the service to you safely and efficiently.
- b) Quality of Service: We will provide the service to with due care and skill. If there are any unexpected faults we will take all reasonable steps to ensure the service is returned to you as soon as practicably possible.
- c) Reporting Service: If your service suddenly becomes unavailable, this may be a result of many possible causes. Please contact us for assistance.

## 6. THE PHONE & EQUIPMENT

- a) The phone and related accessories are purchased by you from Byron Bay Telecom subject to the agreement.
- b) You are responsible for any lost stolen or damaged equipment except if caused by Byron Bay Telecom personnel.
- c) You are responsible for any outstanding payments you owe on equipment you have purchased.
  - (i) This includes equipment that is lost, stolen or damaged except if caused by the Byron Bay Telecom personnel.
- d) Byron Bay Telecom provides an extended 24-month warranty on the phones it provides with its service.
  - (i) If the phone experiences warranty faults, you must send it back to Byron Bay Telecom at your own expense and we will undertake the repair process.
  - (ii) Byron Bay Telecom provides no guarantee that the fault you experience will be covered by the phone manufacturer in their warranty.
- e) Any repair process is subject to the phone manufacturer's discretion.
  - (iii) Please be aware that the warranty is not covered in case of physical or liquid damage.

## 7. BILLING

- a) Billing Cycle: The Byron Bay Telecom billing cycle runs from the 1st of each month to the last of the month.
- b) Pro Rata: If you are connected on a date after the 1st of the month, your first account may include a pro-rata amount for the portion of that month after the 1st of the month and to the end of that month, plus the first full month in advance.
- c) Byron Bay Telecom may use a billing agent at its discretion to bill your service.
- d) Your invoice will contain information about your account and a service summary. This will be sent by e-mail. A \$2.50 paper invoice charge is applied if you elect to have your bill sent in that way.
- e) Payment Methods: You may pay your invoice by one of the methods prescribed in the How to Pay section of the invoice.
- f) You must pay the entire amount of your bill by the due date specified in the bill or as otherwise authorised by us.
- g) If you do not pay your bill in its entirety by the due date, Byron Bay Telecom may:
  - (i) Charge you an \$18.70 late payment fee
  - (ii) Suspend your service as per *Section 10 Suspending the Service*.
  - (iii) Cancel your service as per *Section 9 Cancelling the Service*.
  - (iv) Institute legal proceedings against you to recover the money you owe us.
    - (1) In this event we may seek to recover reasonable costs for undertaking legal proceedings.
  - (v) Engage a mercantile agent to recover money you owe to us.
  - (vi) Apply a credit default to your name (see *Clause 7(h)*, below)
- h) Byron Bay Telecom reserves the right to lodge a credit default with a credit reporting agency on any of its customers. This action may be taken after the account defaults and in accordance with the *Privacy Act 1988* (Cth).
- i) If, for any reason, you overpay your invoice, your account will be credited, and the excess amount adjusted against the following month's invoice.

## 8. FEES AND CHARGES

- a) Any applicable fees and charges will be placed onto your account to be paid per the monthly billing cycle (See *Clause 7(a)*, above).

## 9. CANCELLING THE SERVICE

- a) You may cancel the service at any time by:
  - (i) Giving us 30 days' notice (please note that you are required to give us this notice if you do not wish to continue to use the service after the end of the minimum term of a fixed-length agreement, otherwise we will continue to supply the service to you (see *Section 1 The Agreement*)).
  - (ii) Giving us notice, if:
    - (1) We breach a material term of the agreement and we cannot remedy that breach, including where there are prolonged or repeated interruptions to your access to the service and the loss was as a result of circumstances reasonably attributable to us or equipment that we are responsible for; or
    - (2) We breach a material term of the agreement and we can remedy that breach, but we do not remedy that breach within 30 days after you give us notice requiring us to do so; or
    - (3) Any intervening event prevents the supply of the service in accordance with the agreement for more than 14 days.
- b) You may cancel the service before the end of the cooling-off period set out in the relevant legislation.
- c) If the agreement is a fixed-length agreement, you may also cancel the service in accordance with *Section 2 Changing the Agreement*.
- d) Cancellation Cost: If you cancel the agreement before the minimum term, you are liable to pay the minimum monthly access fee for your remaining months, a \$66 termination fee, any fees or charges attached to your account, and any other fees or charges you have incurred by using the service.
- e) You can cancel your service by calling customer service; this will constitute a notice to cancel the service. You may also cancel the service by electing to transfer your number to another service provider thus automatically terminating your service and incurring the cancellation cost.

## 10. SUSPENDING THE SERVICE

- a) Byron Bay Telecom reserves the right to suspend the service at any time in the event of an emergency, when there are repairs being conducted on the network, planned outages and/or system upgrades. Byron Bay Telecom also reserves the right to suspend the service for non-payment of an invoice where we reasonably consider you to be a credit risk. We will also suspend the service on suspicion of fraud by a contracting party.
- b) Byron Bay Telecom will take all reasonable steps to notify you of a suspension before it is undertaken. In some circumstances, this may not be possible.

## 11. LIABILITY

- a) Your liability: you are liable to us for any breach (essential or non-essential) of the agreement that causes foreseeable loss to us.
  - (i) You are not liable to us for any consequential loss we sustain or for any costs, expenses, loss or charges that we incur which is not a direct result of an action you have taken.
- b) Our liability: Byron Bay Telecom has rights and obligations to its customers under the laws of Australia that bind us including:
  - (i) The *Telecommunications Act 1997* (Cth).
  - (ii) The *Fair Trading Act 1989* (Qld), and
  - (iii) other applicable laws, regulations and codes.
- c) We are liable for any damage to your property, substantial interruptions to the use of your service, and personal injury caused by our staff due to their negligence or fraud.
  - (i) We are not liable for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur.
- d) None of the covenants in this agreement can affect the rights and obligations we owe under the law.