



## Summary of Redtrain Networks standard form of agreement

### IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

#### 1. Outline

This is a summary of Redtrain's **business** standard form of agreement (SFoA). 'Redtrain', 'we', etc mean Redtrain Networks Pty Ltd ACN 153 859 244.

Our business SFoA does not apply a contract that is subject to Part 2B of the *Fair Trading Act 1999* (Victoria) or a corresponding law of Australia or a State or Territory as amended, updated or replaced from time to time.

In all other cases, our SFoA is the contract that applies when we supply you with:

- goods;
- data transmission services; or
- ancillary or additional services.

Under law, our SFoA is binding whether or not you read it or sign it. If we agree to different contract terms, our SFoA still applies, subject to those different terms.

This summary highlights the key points of the SFoA, and doesn't change or override anything in the SFoA. It is for information purposes only.

Many of the SFoA terms apply to all goods and services we provide (e.g. interest on late payment) while others apply to particular kinds of services (e.g. our acceptable use policies ('AUP') for internet access).

#### 2. Terms

We may offer a variety of business contracts, including plans with:

- Repeating fixed terms – these have a fixed contract term, which automatically repeats for the same term on expiry of the initial term (e.g. once a 12 month fixed term ends, it automatically repeats for another 12 months) unless you give at least 30 days notice before the end of the current term that you do not want to repeat.
- Casual – these don't require you to contract for a minimum term, but you must still give 30 days notice of termination.
- Minimum terms – these can only be terminated from the end of the minimum term. After the minimum term, they operate as casual.
- Applicable terms are in our price list.
- If you cancel a contract before the end of a minimum term or fixed term, you must pay an early termination charge.

Some of our contracts involve non-refundable payment for usage entitlements that are lost if not used within a certain time. Some charges are payable in advance e.g. setup, while other charges may be payable only after a service has been used e.g. excess data transfer charges.



### 3. Charges

Our charges are as per our price list, or as we otherwise advise.

Each plan is different and charges vary, but commonly include a set up fee, a monthly access charge, and usage-based charges. The category and service terms, with our price list, indicate when charges are payable, and the types of charges that apply.

We may change our price list from time to time. Until the end of a minimum term or fixed term, changes to monthly access fees, minimum monthly fees or any early termination fee do not affect you. Otherwise, any change applies immediately unless we specify otherwise.

We charge GST in addition to our charges.

### 4. Billing

We usually bill you at the end of every billing month, which is the last day of the month on which your contract started. Some plans have a different manner of billing e.g. web hosting may be billed annually in advance.

We may bill you for some charges before we provide service, e.g. set up charges, charges for goods, and fees payable to third parties.

We may back bill up to 180 days after charges have been incurred.

We may deliver a bill in a number of different ways, but we usually use email or post. Our invoices are conclusive evidence of the amount payable, but we will act reasonably when considering a genuine billing dispute.

### 5. Discounts, credits or rebates

If we offer a discounted rate it will be built into the rate in our price list, advertised on our website or offered by us in writing.

### 6. Payments

You may pay us by credit card, direct debit, cheque or cash, unless otherwise specified in a plan.

If we ask for it, you must pay an advance deposit as security for future charges.

If you have a genuine dispute with our invoice, you must still pay the disputed amount, and then, you must notify us of the dispute within 14 days from the date of the invoice. This does not affect any rights you may have to complain to the Telecommunications Industry Ombudsman, Consumer Affairs or similar bodies.

If you pay late, we can charge a late fee and / or daily interest.

If your payment is dishonoured, we can charge an administrative fee and any fees the bank charges us.



## 7. Termination and suspension of business contracts

We can suspend a service in a number of circumstances, but you are still responsible for charges which accrue even though you are not using the service.

We can terminate your contract if e.g. (a) your minimum term has expired and we give you at least 30 days notice, (b) you become insolvent, (c) you are subject to an application for winding up, (d) you are subject to any form of external administration or management, (e) you fail to pay us money within 14 days of it being due, (f) you breach your contract and fail to remedy the breach within seven days after receiving a notice requiring that it be remedied, (g) you die, (h) you have provided false or misleading information to us, (i) we are entitled to terminate any other contract we have with you.

You may terminate a contract:

- if it is casual – on 30 days notice;
- as at the end of a repeating fixed term – by 30 days notice before the end of the current term; and
- after a minimum term – on 30 days notice.

## 8. Warranties

If we supply goods, you will receive the benefit of any manufacturer's warranty that applies to them. You may also be entitled to further warranties under the Trade Practices Act 1974 (Cth) and / or under state law.

## 9. Indemnities and limitation of liability

You indemnify us and our wholesalers against any loss or damage that arises from your use of our services. You release us from any liability for loss or damage that you may suffer, but that does not affect rights that you may have under the Trade Practices Act 1974 (Cth). Our SFoA cannot exclude those rights, but it does limit them as far as allowed by that Act.

## 10. Varying our SFoA

We may vary our SFoA or your business contract, subject to notice to you are early termination rights in some cases.

## 11. Varying charges

We may vary charges as stated above.

## 12. Faults

Faults should be reported to our help desk, which will initiate and coordinate responses.

## 13. Complaints and disputes

13.1. You may dispute a bill by written notice within 14 days of receiving it.



13.2. If you have any other complaint or dispute we encourage you to contact us immediately. You can informally report it to our help desk staff. If you want to raise a formal complaint or dispute, you must detail it to us in writing within 14 days after it arises.

13.3. You must pay all charges while a dispute or complaint is resolved. We will credit you if the dispute or complaint is upheld.

#### 14. Service standards

We provide services with reasonable care and skill but do not warrant that they will be provided without fault or disruption or provide any guaranteed service level that is not in writing.

Some of our services are subject to a Service Level Assurance (SLA), in which case the services will be provided subject to the terms of the SLA. We do not have peak and off peak times for our services.

#### 15. CSG

The Customer Service Guarantee (CSG sets specific performance standards that fixed line telephone service providers must satisfy and provides for payments to customers (with 5 or less telephone lines) in some circumstances where they are not met. For more details, see [www.tio.com.au/FAQ/Csg.htm](http://www.tio.com.au/FAQ/Csg.htm). You can waive your CSG rights. We will clearly ask you to do so where that applies.

#### 16. Priority Assistance

We do not offer Priority Assistance for any non-mobile standard telephone service.

#### 17. TIO and Consumer Affairs

The Telecommunications Industry Ombudsman (free call 1800 062 058) is available as a last resort to resolve disputes that cannot be resolved with us. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.

#### 18. Your personal information

We do not normally obtain a credit report about our customers, but we reserve the right to do so. When allowed by law, we also reserve the right to give credit information about you to a credit reporting agency.

As the Privacy Act 1988 (Cth) applies to us, we collect, use and deal with your personal information in accordance with the Act and our privacy policy which is available on our website or upon request.

To obtain this document in some languages other than english, call 1300 787 178.