

Terms and Conditions

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1. AZnet Standard form of Agreement

These terms and conditions contain the agreement between you ("the Customer") and AZnet Pty Ltd A.B.N. 43 133 953 714 for the telecommunications services provided. You warrant that you are over 18 years of age and legally entitled to enter into an agreement with AZnet. Our agreement with you includes these terms and conditions. We will provide you with our current pricing at your request or it can be found on our web site www.Aznet.net.au. AZnet reserves the right to change the terms and conditions without notice.

1.1 Charges/Billing

AZnet Pty Ltd will send you a tax invoice on a per calendar month basis setting out the Fees due for the Service we have provided to you, all call charges will be rounded up to the next cent. Timed calls are charged in six-second increment with a minimum of one-minute charge. A flag fall of 33 cents applies to all timed calls. Local and 13/1300 calls are not itemised, they are listed as the number of units made during the calendar month. 13/1300 Calls are charged at the rate of 35 cents per call. All prices are inclusive of GST and are subject to change without notice. The initial month of billing will be pro-rated from the date you connect until the end of the calendar month plus one month in advance for all Line Rental, Internet and service charges. Any payments made through Australia Post will incur an additional charge of \$3.30 per transaction. We will charge you an administration fee for additional bill reprint \$5.50 per billed invoice. You agree to pay all invoices by the Due Date; if a payment is not received by the due date a late fee of \$5.50 will apply. You will be liable for all reasonable collection costs (including our total legal fees) we incur to collect the amount outstanding, or to recover Hardware or any other equipment; and the Carrier may be entitled to claim payment from you of any amount under our commitment unpaid by the Due Date on the same terms and conditions we can claim payment from you.

To obtain new connection discounts, bills must be paid in full by the due date otherwise full charges apply. If there is a dispute, you must pay the undisputed amount of each invoice by the Due Date. Where in our opinion you have a reasonable claim or dispute with an invoice, we will suspend our collection or recovery processes on the disputed amount until a resolution on your claim or dispute has been settled. We aim to resolve invoice disputes within 21 working days.

You will not have to pay any amount, which you have genuinely disputed in accordance with this clause unless, and until, the disputed amount is resolved in our favour. You must otherwise pay all Charges specified on your bill by the due date.



If any of the bills are not paid in full within 60 days from the due date and still remain outstanding, AZnet may refer you to our collections agency Dun & Bradstreet who will take legal action to fully recover the debt. We may use or disclose any personal information recorded to help us proceed in the debt recovery inclusive of your name, address, date of birth, identification, employment and credit history. This may affect your future credit rating and where these recovery actions have been initiated and confirmed unsuccessful, we may elect to default and register your details with Dun & Bradstreet or any other credit reporting agencies.

1.2 Payment Options

AZnet provides multiple payment options including: Over the counter at NAB , Bpay, Credit Card , and through our Pay By Phone system **1300 192 656**. Online Credit personal, business or money order cheques. Australia Post (Incurs \$3.30 fee for every transaction)

1.3 Cancellation Fee

We reserve the right to cancel your services and charge you an admin fee of \$22.00 (Inc GST) & NBN reconnection fees will apply, if accounts are not paid by the due date.

1.4 Connection

You acknowledge that the Service may not be available in all circumstances and that we will not be liable for default or failure to perform our obligations under our contract resulting from; our inability to gain access to the Carrier network; or from any other cause beyond our reasonable control. We are not liable to you in any circumstances for any loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential or howsoever otherwise caused. If we have reasonable grounds to believe you are a credit risk, we may ask you to provide some form of a security deposit in advance for our Services. If you do not provide the relevant security by the date requested, then we may refuse to provide you with the Service or may terminate a Service that we have been supplying.

1.5 Financial Hardship.

Financial hardship means circumstances where you are unable to pay your invoices because of illness, unemployment or other reasonable causes with the expectation that AZnet will assist you with a payment plan or Service arrangement where you can manage your invoices. [Click here to view our policy.](#)

If you are having a problem paying your bill, or you wish to discuss your options, call our friendly Credit Control Representatives on 1300 036 888 or email enquiries@Aznet.net.au We can work with you to arrange a payment plan, bar or restrict your service until you have cleared your payments or change your plan for improved affordability of AZnet services.

For further information regarding Financial Support Services, visit the ACMA's Website.



1.6 Credit Limit

An initial credit limit of \$250 applies to all accounts and AZnet Pty Ltd reserves the right to disconnect the services without notice once this limit has been exceeded. If you require a higher credit limit please call us on 1300 036 888.

1.7 Termination of your Services

Your service can be terminated by either yourself or by AZnet Pty Ltd at any time and without notice. You can terminate your service by contacting our customer service team by telephone or in writing. We may suspend the service immediately and without notice at any time if there is a failure of the equipment used to deliver the Service or the equipment used to deliver the Service requires maintenance or modification or you do not comply with the terms and conditions of the agreement. If we suspend your service, you will remain liable for all Fees during the suspension. We can temporarily suspend you from the Service if: (a) We identify excessive use or unusual call patterns; (b) you have not done what you are obliged to do; (c) an authority, such as the ACMA, requests us to do so; or (d) there are technical problems with our network or the network of the Carrier; (d) your Service has an unusually high volume or spend when compared to previous activity for that Service; (e) You exceeded the current credit limit on your account in any given month.

1.8 Calls and Data usage

To obtain your Calls and Data usage please sign onto your "My Account" on the AZnet web page , enter your user ID and password to preview current invoice and a call details.

1.9 Complaints

If you have any concerns about the Services we are providing to you, you should contact us immediately on 1300 036 888. We will endeavour to resolve any problem or complaint you have as quickly as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be reviewed in accordance with our complaints handling policy. Click here to view our policy. Complaints policy: enquiries@Aznet.net.au

2. Personal Information

AZnet ensures that we only use your personal information in accordance with the Privacy Act 1988. You may obtain a copy of the Privacy Policy by calling us on 1300 036 888 or it can be found by clicking [here](#)

2.1 Direct Debit

AZnet Pty Ltd will email you a monthly invoice and will debit your credit card on the due date of your AZnet invoice. A fee of \$15.00 applies if the direct debit transaction is rejected. If you choose to change your Direct Debit details, please contact AZnet Customer Service on 1300 036 888.

2.2 Refund policy

Once an account has been cancelled or closed, AZnet Pty Ltd requests that you pay the whole of the unpaid balance of your account. If your account has a credit balance, AZnet Pty Ltd will refund that to you by cheque.

3. COPYRIGHT

AZnet Pty Ltd is committed to participate with copyright laws in Australia.

AZnet users must not copy any CDs, MP3s, Books, Articles, Software and Games from the Internet. This is considered illegal and in breach of the Copyright Act 1968. Therefore, prosecution by the authorities is possible. AZnet Pty Ltd condemns piracy and takes serious steps to prevent infringements. AZnet reserves the right to suspend or cancel any repeat offenders.

Steps taken by AZnet to prevent copyright users on its network:

As soon as AZnet receives notification from any third parties regarding a breach of copyright by a user, a warning notice is sent to the end user.

If the breach is repeated by the same user, a final warning is sent asking the user to stop copyrighting on the network or risk having their service suspended or cancelled. If the breach is repeated yet again, AZnet will have the end users service suspended or cancelled off the network.

4. FAIR USE

Reason for fair use is to ensure all AZnet customers enjoy quality service and are not disadvantaged by others that misuse AZnet's promotions or plans. AZnet Acceptable Use Policy applies to all AZnet Services.

Customers must not use Value plans, specials or promotions in an unreasonable or excessive manner in which it impedes or stops AZnet from providing service to other customers. We may call you asking you to reduce the amount of calls made to give other customers a fair go in using AZnet services. We may also limit your call access or charge you standard rates for calls if you continue to excessively use the AZnet specials, Value plans or any international call promotions.

You must use your Internet in accordance with any limits stated in plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits. Speed will be limited to 256kbps once Total monthly data download limit is exceeded. Speed will revert to the Plan speed at the start of a new calendar month.
Download a PDF copy of our Acceptable Use Policy.

5. New Line Connection/Relocation Costs

If you do not have an existing telephone line and your site is designated as NBN FTTN/FTTP area. AZnet can connect you to the NBN Broadband network and standard charges will apply. I.e If the site is designated as New Development Area by

NBN then there will be a surcharge of \$300. AZnet policy is charge a once off connection fee of \$28-88 for new NBN Orders.



6. Included Value Plans

All Plans that have calls Included are primarily for use in Residential areas & payment must be made by due date. If invoices are not paid by the due date, AZnet reserves the right to cancel the service without notification. All AZnet plans are subject to Acceptable Use Policy.

6.1 Billing

AZnet will bill you for all calls directly, this includes local National, International, and calls to mobile. AZnet will also charge you for additional features used by you for example 1900, 123 Sensis, *10# and extra service charges if compatible that you may have had with your previous provider. Please note that Super Phone Pack and Premium Bundle Phone pack has free Local, National, Mobile and 1000 minutes of free Landline calls to the top 50 International destinations.

6.2 Faults

AZnet does not own the NBN Broadband network as such cannot guarantee continuous Telephone service at all times due to factors out of our control. AZnet will endeavour report any fault to its supplier as quickly as possible in order to repair the service with regulatory timeframes. These guidelines may not be met due Mass Service Disruptions. If at anytime, you are experiencing a fault on your telephone line you must contact AZnet during business hours to advise of the problem. Our Carrier's network terminates at The NTU (Network Termination Unit) if you live in a building or at the Network Boundary Point (NBP) or first wall socket if you live in a freestanding house. An Incorrect call out fees are as per NBN Standard Charges ie Incorrect Call Out Charge \$75 inc.GST Generally, faults are usually rectified within 2 to 5 working days in Metro areas or 3 to 10 in regional areas unless a Mass Service Disruption is announced by the carrier.

6.3 Mass Service Disruptions

Sometimes things happen beyond our carrier's control that means they cannot connect or fix faults to standard telephone services in their usual timeframes, or even keep appointments. These situations can include natural disasters, extreme weather conditions and instances where their facilities have been damaged through no fault of their own. During these times, a Mass Service Disruption exemption may be put in place. This exempts our carrier and AZnet from complying with the Customer Service Guarantee (CSG) performance standards for the duration of the Mass Service Disruption. Which exempts AZnet from the CSG? The exemption process is explained in sections 22-27 of the Telecommunications (Customer Service Guarantee) Standard 2011, which can be found on the ACMA website. When a Mass Service Disruption exemption is in place, our Carrier will issue a notice.

6.4 Medical Priority Faults

AZnet does not provide Priority Assistance however if your service is required for Medical emergency AZnet will endeavour to escalate a faulty service to its carrier as a Medical Emergency. The Carrier will then tag the service as a Medical Priority. Charges may apply; there is more information available from the ACMA regarding Priority Assistance

7.1 NBN Phone and Broadband

7.1.1 Overview

NBN Phone and Internet is AZnet's residential telephony service where there is a requirement for one or two lines and an Internet Service. NBN Phone and Internet is delivered via NBN Co fibre access infrastructure. In special circumstances, more than two lines can be provided by provisioning multiple NBN Co accesses at the customer premises.

Given the NBN is now rolling out, and in most cases This service is a residential and small business offering that is comparable to the "Plain Old Telephony Service" (POTS) offered on legacy copper infrastructure. Legacy copper infrastructure will be phased out, this product is a replacement for the POTS product and uses NBN infrastructure. Given this service is replacing the traditional copper based POTS, it has been designed to offer features offered with POTS including Local calls, national calls, International Calls, calls to Mobiles.

There are ranges of services that work over the NBN Phone service, however due to the diversity and complexity of end devices (that are connected over the service) we recommend our customers test these services to ensure they work. This includes Fax to national and international numbers, EFTPOS, Back to Base alarms, Foxtel program purchases (via landline), and analogue modems. Note, these services may work on the service however, AZnet does not provide any assurance around their performance.

There are other services, which will not work over this service including VoIP based fax, Priority Assistance Scheme, calls to 19/1900, 0500 numbers and Universal International Freephone Numbers (UIFN).

This service can be purchased as a standalone telephony service or bundled with other NBN Internet services.

The Phone service is delivered via the UNI-V port and the Internet is delivered via the UNI-D Port on the NBN supplied Network Terminating Device (NTD). As with POTS customers may choose to port (transfer) their phone number from Telstra, Optus, Primus or Powertel to AZnet.

We may not be able to port your number in all circumstances, including where you fail to provide correct account details, or because of contractual obligations with your existing provider. If you are porting your number to AZNET, inbound calling to your number will not commence until porting is complete which will take a further 1 to 5 business days.

7.1.2 NBN Phone Features and Benefits

NBN Phone, delivered via NBN UNI-V, the service boundary point for the voice service is up to the analogue port on the ATA.

Please note the following important demarcation points:

NBN Co will install the NTD at the premises. If the end customer dwelling has had NBN Co services before they may already have this network device installed. This will be confirmed with you when we service qualifying your site.

Customer is responsible for supplying, installing and managing end customer devices (e.g. analogue phones)

Any re-configuration of the end customer's devices is the responsibility of the customer, not undertaken by AZnet or its Agents.

Internal wiring issues are customer's responsibility. AZnet can arrange for a field services technician to perform non-standard installation for an additional charge. Alternatively, customers may choose to get a private technician to do the required work.

NBN Phone supports the following Inbound and outbound calls:

Inbound and outbound types of calls are:

Local and national calls
International calls
Calls to/from mobiles
Inbound only such as:

Inbound calls (e.g. 1800 calls)
NBN Phone Outbound only such as:

Emergency services

Directory assistance services
NBN Phone Features

Available features

Local calls
National calls
Calls to Australian mobiles and satellite phones
Calls to most international destinations
Calls to 000 emergency services
Calls to free phone and local rate numbers such as 13, 1300 and 1800 numbers
Directory assistance or operator assisted numbers
Call Barring
Number display/Number block
Call waiting
Call forwarding
Caller ID or CLI
Battery Back-Up (optional refer to backup battery Clause.
Fax services.

Non available Features.

Medical Services: The service is not suitable for users who require a phone line to support medical devices.

Preselect or Override to other carriers

Priority Assistance

Messagebank - Some Telephone handsets come with a built in answering services.

These will work on NBN phone.

Calls to numbers starting with 19/1900, 0500 or Universal International Freephone Numbers (UIFN)

7.1.3 Common Network Services

Life Threatening and Unwelcome Calls

In general, unwelcome calls are unsolicited communications that, by virtue of the content, frequency or timing, are offensive or tend to menace and harass the recipient. A life threatening call is more serious and involves the use of a telecommunications service connected with an event actually or potentially perilous to human life.

AZnet has implemented appropriate processes to assist customers resolve issues of unwelcome calls and to provide assistance in life threatening situations in an efficient and expedient manner.

New number allocation and Local Number Portability

New Number allocation

If you require a new number, AZnet can allocate this for you. The geographic number allocated to you will be based on the service delivery address that you nominate in the application process or which you subsequently advise us. The number allocated to you will be at AZnet's discretion. If you move, the service delivery address AZnet may be required to give you a different service number, relevant to your new service delivery address.

Local Number Portability

Local Number Portability (LNP) provides a means for customers to change their physical network connection from one carrier to another and retain their existing local telephone number(s). Porting arrangements have not been established with all carriers. Accordingly, it may not be possible to port a number to the service or away from the service.

During the process of porting the number from another supplier's network to AZnet, there may be a period when the service is interrupted. If we have arranged a Port in request on behalf of the customer and this is successfully completed it is the customer's responsibility to contact the losing provider to cancel their service with them.

Battery Back-Up

AZnet NBN broadband service is not supplied with Battery back up option.

During a power failure your AZnet NBN phone (Bundle) will not operate nor will you be able to make or receive calls, including emergency calls i.e. 000.

Further, AZnet NBN phone plans will not support Priority Assistance. E.g. Medi Alert.

If you have a requirement to use an alarm service that is dependant on the availability of the Phone service, it is paramount that you consider the provision of a suitable Battery backup unit for use in the event of a power outage. AZnet does not supply a battery backup with the power supply. Further information is available on www.nbnco.com.au/battery

Battery Back up General information

The back-up battery is designed only to maintain power to the voice and the data ports on the NBN Connection Box. It will not operate to supply back-up power to your handsets or to your broadband equipment. If chosen as an option, the battery has a warranty period of two years from the date of installation. Replacement of a back-up battery that has ceased to supply electrical charge will be the responsibility of the customer Note: Equipment supplied by NBN Co, including the NBN Connection Box, fibre connectors and other connectivity equipment is and always remains the property of NBN.

7.1.4 Service Coverage:

NBN Phone is delivered to customers using our suppliers Standard Access in particular through the NBN Co fibre access infrastructure. NBN Phone is available in selected locations with dependency on NBN rollout and our supplier's availability.

Order Withdrawal

An existing orders can be withdrawn Fees may apply if the withdrawal involves late cancellation of an LNP port.

7.1.5 SERVICE LEVEL AGREEMENT

Service Provisioning

Installation Targets

The Installation Lead Time Targets outlined below are subject to the ready availability and capacity of installed network infrastructure of our supplier.

Installation target only applies if new AZnet numbers are to be allocated to the service. Installation target does not apply if porting your number is required. An additional 5 working days may apply.

AZnet will use its best endeavours to adhere to the Installation Lead Times Targets. The Installation Lead Time Targets commence from the date of the Order Acceptance Notification.

AZnet may modify these lead-times due to changes provided to us from the Nabco in respect to lead-times.

Third Party Access refers to any Services that are not provisioned using our suppliers owned infrastructure.

You acknowledge that in some cases AZnet will not be able to deliver the ordered Service by the advised Installation Lead Time Targets, due to limitations imposed on AZnet by Third Party Service Providers.

You must be available for appointments set by AZnet and its contractors. In a shared building, you are responsible for ensuring that AZnet and its contractors have access to the main distribution frame (MDF) and riser cables where required.

Lead In Times

Service Class 1

- Urban, Major/Minor Rural and remote: 30 working days

Service Class 2

- Urban: 15 working days
- Major/Minor rural and remote: 25 working days

Service Class 3

- Urban, Major/Minor Rural and remote: 7 working days
- Service Assurance
- Service Availability Targets

The Availability Targets are outlined below.

AZnet will use its best endeavours to adhere to the Availability Targets.

Failure to achieve the Availability Targets does not entitle you to a rebate.

Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage Service NBN Phone Availability 98.9percentage

Service Restoration Targets

The Service Restoration Targets are outlined below.

AZnet will use its best endeavours to adhere to the Service Restoration Targets. Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to AZnet or AZnet responding to an alarm, and confirmation to the Customer that the Service has been restored.

Some Non-Interrupted faults may require monitoring over a period to effectively diagnose and resolve the problem and this will be advised to the customer as the fault is investigated.

Urban Area	-	Next Business Day
Major Rural Area	-	Second Business Day
Minor Rural Area	-	Second Business Day
Remote Area	-	Third Business Day

Plans

All plans are available only on direct debit through a nominated Credit Card. NBN is only available in selected coverage areas. The Installation fees are charged on your first AZnet bill. You understand access fees are charged from the date AZnet activates your NBN connection and one month in advance. Should you wish to withdraw your NBN Bundle plan after you have agreed to precede with the order AZnet reserves the right to charge a \$98.00 withdrawal fee even though the connection is not complete. You are responsible for your internet use and wireless security. Therefore, AZnet takes no responsibility for any data downloaded and/or the content stored on your computer. Please see AZnet's position on copyright laws. All AZnet Internet services are subject to Acceptable Use Policy. No NBN plans can be used in conjunction with any other AZnet offer. Unused downloads cannot be rolled over to a new Calendar month. Speed shaped to 256kbps when monthly download limit is exceeded. Speed will revert to allocated NBN fast speed at the start of a new calendar month.

7.1.6 Direct Debit

All NBN plans are available only on direct debit through a nominated Credit Card. AZnet Pty Ltd will send you a monthly invoice and will debit your credit card on the due date of your AZnet invoice. A fee of \$15.00 applies if the direct debit transaction is rejected. If you choose to change your Direct Debit details, please contact AZnet Customer Service on 1300 036 888.

7.1.7 Plan/speed Downgrades

If you request to downgrade your plan or speed during your commitment period, a \$49 downgrade fee applies. The plan change will take effect from the following calendar month.

7.1.8 Plan/speed Upgrades

There are no fees applicable if you were to upgrade the plan or speed on an NBN product/service. All upgrades will take affect from the following calendar month.

7.1.9 Relocations

NBN Relocations are treated as two separate transactions. At the existing site the NBN service needs to be cancelled and all outstanding charges paid. The new site is considered as a new connection and charges will be dependant on whether the site is classed by NBN as a new development site or a standard installation.

7.2.0 Internet Speeds

The speeds depending on the Speed plan you have purchased. 12/1Mbps 25/5Mbps 50/20Mbps or 100/40Mbps. AZnet cannot guarantee any speeds. Due to Factors out of our control, the speed will differ due to the following aspects including:

The number of equipment connected to your Wifi network, quality of hardware /software of your PC.

Any major works or maintenance by our wholesale supplier or NBN in which it may restrict your service.

Congestion on our wholesale supplier's network this means our wholesale supplier may not be able to provide the consistent speeds at all times of the day,

Downloads from overseas sites. (Some International sites will have their own traffic management per site visitor to a specific download rate. This means slower download speed on the site may be experienced) and power outages as the NBN service is connected to a Power supply.

AZnet does not take responsibility for any Internal or external electrical/magnetic interferences, which may occur that hinders the speed and or the connection to the internet.

7.2.1 Usage

7.2.2 Excess usage

You must use your Internet in accordance with any limits stated in plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Internet Service if you unreasonably exceed such limits. Speed will be limited to 256kpbs once monthly Total monthly data download limit is exceeded. Speed will revert to NBN fast speed at the start of a new calendar month.

7.2.3 New Development Charge

The NBN New Developments Charge gets charged to the first service ordered at the Building, which has been flagged by NBN as a new development location. The charge for NBN New Developments Charge is \$300.00 including GST.

7.2.4 CSG Waiver

AZnet NBN Bundle plans are provided on the proviso that you understand your rights and agree to complete the waiver to indemnify AZnet against any claims for CSG entitlements as per the customers NBN Telephony service.

7.2.5 NBN Broadband LIABILITY.

Under the Competition and Consumer Act 2010 (Cth) and other Laws we accept our liability to you for any breach of term, condition or warranty or remedy implied by the Competition and Consumer Act 2010.

AZnet NBN services, (except where specifically stated) are solely intended for your personal, household or residential use.

AZnet does not accept liability to you for any losses that result from the use of our service in the running of a business. In particular, we are not liable for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you in operation of our service or any failure to supply or delay in supplying that service.

Further, we are not responsible or liable for any indirect consequential damages, economic damages including without limitation, loss of income, loss of profit or loss of business opportunities.

We limit our liability in all situations Residential/Business for all claims arising from interruption, delay of supply, delay of provisioning, failure of operation , consequential damages (lost profits, or business or indirect loses) to refunding the monthly price of the goods or service in respect of the period when the breach occurred. Alternatively providing a replacement/repairing of those goods or services where it is fair and reasonable to do so.

Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable Australian or State or Territory of Australia Laws where you reside.

The liability terms of this agreement survive termination of these terms and service.

A condition of using AZnet services is that you have read our full terms and conditions, Acceptable User policy and Critical Information Summary prior to using the service either by accessing the web site or requesting an email copy from: enquiries @aznet.net.au

7.2.5 NBN Internet is subjected to Acceptable Use Policy

8. PROMOTIONS

All AZnet promotions and Specials are subject to Acceptable Use Policy.