



we're switched on

## TELECOMMUNICATIONS CUSTOMER CHARTER – 2023

### About this Charter

This Charter summarises the rights and obligations that we and you both have under your Telecommunications agreement with us (Agreement). Your Agreement is made up of the terms and conditions (Terms & Conditions) and the welcome pack (Welcome Pack) we provided to you or directed you to view online when you entered into your Agreement.

### Legal rights and obligations

The Telecommunications Consumer protections code C628:2012 cover the legal rights of all consumers. Active Utilities do all that we can to manage all the items covered in the code and work with the relevant industry authorities (TIO, ACMA, CommCom) to manage compliance. If you are unsure of your rights and obligations, you can follow up with relevant bodies who will guide you with your enquiry.

### What is the difference between an ISP retailer and a Wholesaler?

As an ISP retailer Active Utilities do not own or manage any of the infrastructure used to deliver your service. We are responsible for the delivery of the service in all aspects however this delivered through the network owner (Wholesaler).

Active Utilities Business Voice and Data services are provided by one of the following wholesaler's depending on your location LBNC, Open Networks or Optus. Business customers are exempt from some of the protections listed in the Consumer protection code as they have a genuine opportunity to negotiate rates as opposed to residential that have fixed offerings.

### Your Bill & Charges

We will send your bill to you on a monthly basis unless otherwise agreed. You must pay your bill by the Due Date, which is 21 business days from the date the bill was issued unless otherwise agreed. Your bill will be based on an actual usage for the listed billing period, your monthly plan/service fees are paid in Arrears. We will advise of any changes to the price you pay for Telecommunications and other services. If you do not pay your bill on time, we may charge you a fee covering our reasonable costs of recovering that amount from you. We will only do this where permitted by law.

### Payment Options

Residential customers are required to make payments via Direct Debit, however, do have the option to pay via credit card over the phone or via your personal online Portal before the due date of the bill. Customers must be aware that any manual payment must be made 3 business days prior to the due date of the bill to avoid any double billing. Business customers can make payment via direct

debit, mail, by phone using your credit card, Online & BPAY. Further details are included on your bill. If you choose to pay your bill by credit card (excluding Direct Debit and via online portal) we may pass through any fee, we incur and charge you an additional amount based on our reasonable estimate of any additional costs we incur.

All calls to Active Utilities on our advertised 1300 line from a fixed line is charged at the applicable rate. Call cost may vary for calls made from a mobile phone.

### Payment difficulties and disconnection

Subject to our disconnection processes, we must not proceed with disconnection of service unless you have requested disconnection, or you have not paid a bill by the pay-by date or have not adhered to the terms of a payment plan. Where you are disconnected, we must use our best endeavours to notify you in person or by telephone prior to the disconnection and must arrange for reconnection of the premises as soon as practicable. Customers that are having difficulty paying bills should contact our office to discuss payment plan options or our financial hardship policy.

### Disconnection

We cannot disconnect your service if you have made a complaint, directly related to the proposed reason for disconnection, to the Telecommunications Ombudsman or another relevant external dispute resolution body and the complaint remains unresolved. The disconnection would not occur on a business day before 8am or after 3pm, a Friday or the day before a public holiday, a weekend or a public holiday or the days between 20 December and 31 December (both inclusive) in any year.

This condition does not apply where you have requested disconnection. This condition does not apply where the Agreement between you and us has been terminated.

### Reconnection

Where we have arranged for the disconnection of your premises due to non-payment and all outstanding's are paid (including reconnection fee \$44 Inc GST for Residential and \$75 Inc GST for business). We must reconnect the premises (or, where required, arrange with the network

operator to reconnect the premises) as soon as practical but within 48 hours.

### Termination

Your Agreement with us may be terminated either by you or us for a number of reasons. You can terminate this Agreement by providing us with 10 business days' notice. You may do this at any time during your Agreement. We may terminate our Agreement with you if you fail to comply with the terms and conditions of the Agreement, you transfer to another Carrier/Retailer, or you cease to be a customer that we are licensed to supply to. We will comply with all requirements imposed on us by the Telecommunications Consumer Code before we terminate our Agreement with you. If your Agreement with us is for a fixed term and you terminate the Agreement before the end of the term, an early termination fee may be payable by you as outlined in our general terms and conditions policy.

### Complaints and Dispute Resolution

You may make a complaint to us about any decision we have made in relation to our supply of Telecommunication services to the supply address. When we receive a complaint from you, we will deal with your complaint in accordance with our complaints handling and dispute resolution procedure as outlined on our website.

### Privacy

We are bound by the National Privacy Principles contained in the Privacy Act 1988. The Principles are designed to protect the confidentiality of information and the privacy of individuals by regulating the way personal information is managed. Personal information is, generally, information or an opinion relating to an individual, which can be used to identify that individual.

### Interpreter Service

Need help understanding anything in our Charter in your language? Please call interpreter services on **131 450**.

خدمة الترجمة الشفهية  
傳譯員服務  
Dịch vụ Thông dịch

Servizio Interpreti  
Υπηρεσία Διαμενηνέων  
Servicio de Intérpretes