

# STANDARD FORM OF AGREEMENT(S)

Under the Telecommunications Act 1997, The George Baini Group Proprietary Limited (ABN 68 603 593 068) (trading as and hereafter referred to as 'The George Baini Group', 'TGBG', 'GB Networks', 'us', 'we', or 'our'), subject to Credit Approval, will supply you a Service or Services on the terms of the Standard Form of Agreement (SFOA) which sets out the terms and conditions on which we supply you the Service(s). You are not required to sign the SFOA, you agree to the terms of the SFOA by the act of buying a Service from us. The SFOA(s) is binding on your relationship with The George Baini Group and is in effect from the time you place an order for a Service(s).

You agree to acquire from The George Baini Group the Service on these Terms and Conditions and the terms and conditions contained in the relevant Service Description. The George Baini Group agrees to provide the Service to you subject to these Terms and Conditions and the relevant Service Description provided that you meet the requirements of The George Baini Group. To the extent of any inconsistency, these Terms and Conditions shall prevail over the relevant Service Description. You must ensure that third parties using the Service do so in accordance with these Terms and Conditions and the relevant Service Description.

## **OUR PRODUCTS & SERVICES**

This summary SFOA applies to all our Services unless otherwise specified by us.

## **DEPOSIT**

We may ask you to pay a deposit for some or all of the Service charges in advance, in order to receive or continue receiving your Service(s). You are still required to pay us your monthly charges by the invoice due date for the Services(s) provided. If your Service(s) is suspended due to non-payment you will still be charged a rental fee for the Service(s) while it remains connected.

## **Credit Reporting**

The George Baini Group may disclose personal and business information provided to an external credit reporting agency to gather financial information about you and/or your business, and how you conduct business with other businesses. The credit report will be used within The George Baini Group by internal staff to determine if we can provide services to you.

## **CHARGES**

You must pay us all the Charges and fees, which you incur accessing and using the Service. Together with all applicable government taxes and charges by the due date of your invoice.

You agree that all Charges incurred by you in using the Service provided to you by us are your responsibility, irrespective of whether you or another person (with or without your consent) used this Service i.e. to make calls and incur charges without your knowledge.

We have chosen to structure our charges so that all monthly Service Fees are charged in advance and any call or excess use charges are charged in arrears.

- You must provide us with your credit card details, or alternate payment details (agreed to by us at our discretion) and advise of any changes to these details, for the purposes of paying for your Service. We may:
  - Charge all fees to your nominated payment method monthly from your Service commencement date; and
  - Disclose your payment details to, and obtain information from, any financial institution to verify your payment details.
- You must take steps to verify that you have sufficient funds on your credit card or bank account to meet likely fees.
- You must take all steps to ensure that we are notified of any changes to your payment details.

- If any amount owed by you remains unpaid after the due date, we may suspend your service pending other debt collection measures.
- Processing and verification procedures may mean that not all charges made during the period covered by an invoice can be included in that invoice. The George Baini Group may include those charges in any subsequent invoices for a period of up to 365 days after the usage date.
- Your invoice will be calculated by reference to data recorded or logged by The George Baini Group. Records held, and call-logging procedures adopted by The George Baini Group will be conclusive evidence of the usage of the Service and the charges payable by you.
- If your accumulated call charges for use of the Service are deemed as high usage at any time, The George Baini Group may at its own discretion, suspend your access to the Service. The George Baini Group may suspend provision of the Service to you without prior notice.
- In addition, The George Baini Group may impose a charge on you to cover its reasonable expenses and costs incurred in enforcing any failure or delay in your payment.
- You must pay any taxes (including, without limitation, any goods and services tax), duties, stamp duties, imposts, levies or government charges relating to your use of the Service.

#### **Additional Miscellaneous Charges**

Some circumstances listed below may incur additional fees listed below. Not all charges are included here and will be discussed with you in your contract with us.

<b>Miscellaneous Costs</b>	<b>Associated Charge</b>
<p><b><u>Late Payment Fee</u></b> The late payment fee may apply to customers who do not pay their invoice in full on the Due Date.</p>	<p><b>Base fee: \$15</b> <b>\$5.50 per day after the Due Date (GST Inc.)</b></p>
<p><b><u>Direct Debit Decline Fee</u></b> Where your direct debit payment is dishonoured.</p>	<p><b>\$11.00 per dishonoured payment (GST Inc.)</b></p>
<p><b><u>Cheque Decline Fee</u></b> Where your cheque payment is dishonoured.</p>	<p><b>\$22.00 per dishonoured payment (GST Inc.)</b></p>
<p><b><u>Reactivation of a Suspended Account</u></b> This fee is charged if your account is reconnected, after having been suspended due to non-payment of an invoice/s.</p> <p>Together with this fee you are also required to pay the outstanding invoice/s owing, prior to the reconnection-taking place. Other reconnection fees may apply for individual services.</p> <p>The George Baini Group may choose not to reconnect your account. This fee won't be charged if we choose not to reactivate your account.</p>	<p><b>\$60 per reactivation (GST Inc.)</b></p>
<p><b><u>Third Party Collection</u></b> Applicable once an account is passed to a third party collection agency.</p>	<p><b>\$300.00 plus outstanding balance</b></p>

But only after the account has been disconnected due to non-payment, and previous Credit Control activity deemed futile.	
<b><u>Hardcopy Invoice</u></b> The charge applies to each hardcopy invoice you request in addition to your e-mail invoice automatically sent on your invoice issue date.	<b>\$5.50 per hardcopy invoice (GST Inc.)</b>
<b><u>Access to Previous Invoices</u></b> If you request a copy of your previous you will be charged a retrieval fee for each invoice you seek.	<b>\$3.50 per invoice (GST Inc.)</b>
<b><u>Quotes / Repair Charges for Hardware</u></b>	<b>To be advised upon inspection and assessment.</b>
<b><u>BPAY Surcharge</u></b> For every payment made using BPAY as your method of payment.	<b>\$1.00 per transaction (GST Inc.)</b>
<b><u>American Express/Diners Card</u></b>	<b>A 3% surcharge (GST Inc.) will be applied to each payment made with an American Express or Diners Card</b>
<b><u>Postage and Handling</u></b> Orders/hardware purchased directly from The George Baini Group over the phone or via the website will attract this fee unless otherwise specified by The George Baini Group.	<b>\$14.95 per consignment (GST Inc.)</b>

#### **BILLING**

Your first bill, for each new service, will include a proportion of the minimum monthly charge based on the days remaining to your next billing date plus the next month's full minimum monthly charge, and any additional activation fees if applicable.

You will be billed in advance monthly for the minimum monthly charge plus any additional charges incurred during the past month. You must pay these fees and charges by the invoice due date. If you change your billing or account details at any time you must notify us immediately.

Payment is collected automatically through direct debit on billing day. The ACMA requires us to notify you if we collect payment less than 10 days after the invoice due date. The ACMA also allows us to not to leave 10 working days prior to applying a direct debit, by notifying you. Pertaining to billing for your ongoing services, we formally notify you that direct debit occurs on the same day which your invoice is generated, instead of leaving a 10-day gap. By signing up for a service from us and providing direct debit details, you agree to waive wholly your right to a 10 day gap after the bill issue date before direct debit occurs, and that we will collect payment immediately or soon after the bill has been issued. This ensures that your invoice is paid, and funds are cleared in our account, by the due date so additional late fees and service interruptions don't arise. The card which you provide during the sign-up process will be used to collect outstanding amounts. You can change your card details in MYGB (<https://my.gb.com.au>).

If payment fails on the first attempt, we may re-attempt to automatically collect payment. We will notify you that payment has failed. If payment is not received by the due date, a \$15 late payment fee will apply, followed by \$5.50 per day after the due date until payment is made. If we are unable to recover payment within 30 days, we may cancel your account and terminate services attached, services in contract will be billed standard termination fees if applicable. If your account is terminated, by you or by us due to non-payment, all charges outstanding will become payable immediately. We may forward your account details to a debt collection agency and may apply a default to your name and/or your business with our credit reporting agency. The George Baini Group may charge reasonable expenses in connection with recovery of late payments (including the costs of engaging a mercantile recovery agency). If The George Baini Group engages a mercantile agent or institutes legal proceedings to recover any outstanding amounts due under the terms and conditions of this contract, you will, to the extent permitted by law, be liable for The George Baini Group costs of taking that action. If we decide to reconnect your service/s we may charge you a reconnection fee

If you are experiencing financial hardship, you must notify us before the due date of your invoice, or have an authorised representative notify us before the due date of the invoice.

Your bill will show additional methods which you can use to make payment. Some payment methods will incur additional charges.

If you believe there is an error with your account, please let us know immediately. If we agree that there is an error, The George Baini Group will endeavour to rectify this error to reflect on your next invoice.

Charges for archived or hardcopy invoices apply. From time to time we may decide that you have a credit limit. If so you will be contacted and advised of this. If you exceed the credit limit, we may suspend the Service(s) until you pay all outstanding charges.

#### **TERM & MINIMUM TERM**

The Term begins when your Service(s) is first connected and continues until you disconnect the Service(s). You may disconnect the Service(s) at any time by giving us 30 days' notice. To disconnect the Service(s), you must contact us by through the email registered to your account to initiate the cancellation process. There may be a Minimum Term applicable to the Service(s) and Early Termination Charges Applicable. When the Minimum Term lapses you will automatically be placed on a month-to-month agreement.

The George Baini Group may suspend, restrict or disconnect the Service(s) under certain circumstances, as outlined in the SFOA(s). A final invoice will be issued to you after disconnection and you must pay all fees and charges you incurred using the Service(s) up to the date of the disconnection, which may include an Early Termination Fee where you have agreed to a Minimum Term. For full charges applicable to your Service(s) including Early Termination Fees refer to the relevant full SFOA(s) or the Critical Information Summary for the relevant service.

#### **VARIATIONS**

We may vary the terms of the SFOA(s) from time to time. Except for changes to International calls rates, if the variation is detrimental to you we will provide notice to you in writing, by publishing details of the variation on your invoice or via email to the email address provided by you of the varying terms no less than 21 days prior to the change taking place. Where a Minimum Term applies, you may cancel your Service(s) within 21 days of the date of the notice without incurring charges, other than usage and access charges to the date the agreement ends plus other outstanding charges such as installation or equipment.

#### **LIABILITIES**

When using the Service(s), you must ensure that you and others using the Service(s) comply always with the laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including license conditions applicable to the Service(s) and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service(s) Delivery Point or use of the Service(s) may result in immediate termination of the Service(s).

#### **WARRANTY**

You acknowledge that although we will take all reasonable steps to make sure you receive access to the Service(s). It must be understood that the voice and data Service(s) cannot be guaranteed to be free from faults or interruptions. Certain factors, such as network congestion, maintenance (planned and unplanned), technical capabilities, geographic and environmental factors, obstructions or interference may mean you may not receive the Service(s) at all times. If the goods and Service(s) provided to you are of a kind ordinarily acquired for domestic, personal or household use, you have certain rights under the Trade Practices Act, which we cannot limit. Where we are unable by that Act to exclude our liability, but we are permitted to limit that liability, our liability for such breaches is limited, to:

- If the breach relates to good, the replacement or repair of the goods;
- If the breach relates to the Service(s), the resupply of those Service(s), or paying for the cost of having the Service(s) resupplied.

It is your responsibility to notify The George Baini Group if you have experienced a fault with any of the products or Service(s) provided by us. You may submit a support ticket in the MYGB Portal to lodge the fault. If The George Baini Group

must organise a technician to attend your premises to repair a fault and no fault is found, or the faults turns out to be caused by your equipment you will be charged a 'No Fault Found Fee'.

#### **COMPLAINTS HANDLING**

You can find our public complaints handling policy in the policies section of our website (<https://www.gb.com.au>). The summary of our complaints policy is as follows. If you have a complaint, you can email [info@gb.com.au](mailto:info@gb.com.au) or submit a support ticket. Your complaint will be dealt with using our internal Complaint Handling Policy.

If you aren't satisfied with a resolution we've provided after a complaint. You may wish to contact the Telecommunications Industry Ombudsman which provides an independent dispute resolution service for telephone and internet complaints. You can contact them on 1800 062 058 or visit their website (<https://www.tio.com.au>).

#### **CUSTOMER SERVICE GURARANTEE**

Minimum performance standards (and hereafter referred to as the 'CSG Standard') exist for the connection and fault rectification of standard telephone services and the attending of appointments by carriage service providers. The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard. For more information about the CSG Standard visit the [www.acma.gov.au](http://www.acma.gov.au). Part 5 of CSG Standard allows for a service provider to propose that a customer waive their rights and protections and other performance standards to obtain significant service benefits. Pertaining to The George Baini Group VoIP Services, we propose that you waive your rights and protections under CSG Standard. In return for your acceptance of this proposed waiver of your rights and protections under CSG Standard, we can provide the Service(s) at substantially cheaper call rates. You understand the protections and rights under the CSG Standard and agree to waive wholly those protections and rights as they apply to any VoIP Service(s) supplied to you by us.

#### **PRIVACY**

We may disclose or receive personal information or documentation about you to/from:

- Credit providers or credit reporting agencies for the purposes permitted under the Privacy Act;
- Law enforcement agencies to assist in the prevention or detection of criminal activities;
- Our service and content providers, dealers and agents, for purposes that are related to providing you with a telecommunications Service(s).

Unless you consent, we will not disclose your personal information to third parties, other than those who have contracted with The George Baini Group to keep the information confidential, or who are subject to obligations to protect your personal information.

With your express or inferred consent, we may now and again send you electronic messages. The Spam Act 2003 prohibits unsolicited commercial electronic messaging, which covers emails, instant messaging, SMS and other mobile phone messaging. The message must be commercial in nature. Commercial electronic messages must accurately identify their sender and include a way for the recipient to unsubscribe from any future such messaging. The Australian Communications and Media Authority is responsible for enforcing the provisions of the Spam Act 2003.

#### **FAIR USE**

Where a Service(s) is offered exclusively for residential use only, 'Residential Use' is defined as the use of the Service(s) by a residential customer for personal, domestic or household purposes and not for any commercial purpose. Registered businesses cannot subscribe to a Residential Service. Subject to the customer demonstrating the contrary to The George Baini Group's reasonable satisfaction, use of a Voice Service for more than 3000 minutes in each bill cycle, and use of a Data Service of more than 1500 Gigabytes in each bill cycle is deemed to be non-residential. Without limiting the generality of the foregoing, a Statutory Declaration in which the customer swears on oath or by affirmation that use of a Service(s) is exclusively residential is sufficient for the purposes on this statement.

#### **COMMUNICATION**

You agree that The George Baini Group's primary method of contact to you is via email, and secondary method is via telephone