

1 Standard Form of Agreement

- 1.1 This Standard Form of Agreement (“SFOA”) sets out the terms and conditions which apply to telecommunications provided to you by Spirit.
- 1.2 Under Section 479 of the Telecommunications Act 1997, Spirit must lodge the SFOA with the Australian Communications and Media Authority (“ACMA”).
- 1.3 The SFOA does not apply if we have agreed in writing to different terms with you. Accordingly, if you apply for a Fixed Term Contract with Spirit, then you are bound for the Minimum Term stipulated in the Application Form rather than the month to month term provided for in this SFOA.
- 1.4 A summary of this SFOA and the Rate Schedule is available at www.spirit.com.au.

2 Your Contract with Spirit

- 2.1 Your contract with Spirit is made up of:
 - 2.1.1 The Application Form;
 - 2.1.2 This SFOA as amended from time to time in accordance with these terms;
 - 2.1.3 The Rate Schedule which is published at www.spirit.com.au and which may change from time to time in accordance with clause 6;If there is any inconsistency between the provisions of the above documents, then in the interpretation of the Contract, precedence will be given to the documents in the order of priority. Such documents are listed in clause 2.1. The SFOA does not apply to the extent that we have agreed in writing to different terms with you.
- 2.2 Commencement Date:
The Contract is binding on you and Spirit from the time we accept your Application Form.
- 2.3 Duration of the Contract:
 - 2.3.1 Unless your Contract provides otherwise, your Services will be provided by Spirit on a month to month basis.
 - 2.3.2 Where, however, you have applied for Services under a Plan:
 - 2.3.2.1 you are bound by the Contract from the Commencement Date being the date on which we accept your Application Form;
 - 2.3.2.2 the Minimum Term stipulated by any Plan commences from the date of installation of Equipment or connection of the Services by Spirit; and the Contract will continue for the Minimum Term unless it is terminated earlier under clause 6 or 13.

3 Customer Service Guarantee

- 3.1 Where we provide you with a standard telephone service (as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999) and specified enhanced call handling features, our service must comply with the Customer Service Guarantee Standard (CSG). The CSG sets out minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. The CSG does not apply to mobile phone services, customer equipment or to customers that have more than five telephone services. We will connect Services not covered by the CSG within a reasonable time;
- 3.2 If we do not meet the CSG performance standards, you may be entitled to receive monetary compensation as specified in the CSG. There are, however, circumstances in which we may be exempt from meeting those requirements including where you unreasonably refuse us access to your premises or if you miss an appointment without giving us reasonable notice. For more information about the CSG, go to the Australian Communication and Media Authority website at www.acma.gov.au.
- 3.3 Fault Reporting:
If you experience service difficulties or faults you may contact us during Business Hours (or as otherwise notified by us from time to time) on 1300 007 001.

4 Changes to Agreement

- 4.1 Spirit is a retailer of telecommunications services using the facilities and equipment of a Supplier. When we provide Services to you through a Supplier, we may need to vary the price, terms and duration of those Services to reflect our obligations to the Supplier to obtain those Services upon giving 30 days notice of our intention to do so.
- 4.2 You agree that we are entitled to change our Contract without prior notice where the characteristics, including price of goods and services in a Contract with a Fixed Term Contract Period, change in a manner that is likely to benefit you or to have a neutral or minor detrimental impact on you.
- 4.3 The following prices are variable and may be changed:
 - 4.3.1 International services;
 - 4.3.2 International roaming charges – in this connection you should contact us to confirm prices before travelling overseas or visit our website at www.spirit.com.au;
 - 4.3.3 Fees or charges for telecommunications where the fees or charges are in the nature of a tax imposed by law;
 - 4.3.4 Fees or charges for services ancillary to the supply of telecommunications products (for example billing fees or credit card transaction fees). (see clause 9);
 - 4.3.5 Charges for content or premium services supplied to Spirit by a third party;
 - 4.3.6 Line rental fees;
 - 4.3.7 Prices charged as part of a special offer for goods or services for a limited period after expiration of the Contract to which the special offer relates.
- 4.4 If changes we make to the Contract are detrimental to you, meaning that the changes will result in a material increase in the Charges or unreasonably and detrimentally change the characteristics or functionality of the Service we contracted to supply to you, then you may immediately cancel the affected Service without incurring any early termination fee or penalty by giving us notice in writing to that effect within the 42 days of the date of any notice of changes given under clause 4.1.
- 4.5 If you do not give notice to us within the 42 day period referred to in paragraph 4.4 you are deemed to have accepted our changes from the date those changes are to take effect and that our Contract as amended by those changes, will govern the relationship between us from that date.
- 4.6 If you do elect to terminate the services pursuant to this clause you will remain liable for usage or network access charges incurred up to the date on which the Contract ends and any amounts outstanding that cover installation costs or equipment where such equipment can be used in connection with services provided by other suppliers and where you retain the equipment.

5 Services

- 5.1 Spirit will provide you with the Services nominated by you, and agreed by us, in the Application Form.
- 5.2 The Services may include, but are not limited to, one or more of the following products or services:
 - 5.2.1 Fixed telephone: PSTN; Voice over Internet; Conferencing; Re-bill Services; Access Services; Softswitch Capability; and will provide Services to you through a Supplier;
 - 5.2.2 Data networks: Access layer; Frame/MPLS Trunk; Wireless Networks, ATM; DDS/DAR/ISDN Services; DSL
 - 5.2.3 Mobile telephone: GSM; GPRS; SMS;
 - 5.2.4 Internet: Dial up services; Broadband; Virtual ISP; Hosting
 - 5.2.5 B2B Applications and B2C Applications;
- 5.3 Spirit endeavours to install, supply, maintain and repair the Services as soon as is practicable after acceptance of your Application Form. Factors which will have bearing upon Spirit's ability to do this include: availability of Services where you live; your compliance with the SFOA and Spirit Telecom's provisioning arrangements with Suppliers. Spirit does not warrant that delays or faults will not occur in relation to the Services supplied by Spirit or its Suppliers.
- 5.4 You must comply with Spirit's requests if the supply of the Services to you interferes or threatens to interfere with Spirit's network or another network.
- 5.5 You are responsible for maintaining equipment provided by us and giving us information and access so that we can perform our obligations under the SFOA. You are responsible for connection of and payment for a power supply to your premises to use the Services. You must notify us of any security breach in relation to the Services.

6 Mobiles

- 6.1 The Service allows you to use your mobile phone network (or the network we use to supply your service) in order to:
- 6.1.1 make and receive voice calls; and
 - 6.1.2 send and receive data like SMS, MMS, email and information on the Mobiles
- 6.2 The Service also includes the provision of:
- 6.2.1 an activated SIM card;
 - 6.2.2 a mobile phone number; and
 - 6.2.3 Customer service help-desk
- 6.3 Equipment needed to use the service. To access and use the Service, you will need:
- 6.3.1 a handset that is compatible with the Service and the Plan you have selected; and
 - 6.3.2 An activated SIM card
- 6.4 Ownership of the SIM card
The Spirit SIM card is and remains the property of Spirit at all times. You must return the Spirit SIM card to us if the Service is terminated or if a replacement Sim card is issued to you.
- 6.5 Lost, stolen or Damaged SIM cards
You must promptly notify us if your SIM card is lost, stolen or damaged. We will deactivate that SIM card immediately and issue you with another Sim card within one work day of your notification. Replacement of your SIM card will incur the SIM replacement fee.
- 6.6 Spirit's mobile coverage area
The Service is not available in all areas of Australia. You can only use the Service, included features, and content services in Spirit's mobile coverage area. We will take reasonable steps before you enter the Contract to inform you of any aspects of mobile coverage that may be relevant to you.
- 6.7 Even within our mobile coverage area, at certain times, you may not be able to use the Service for example because of weather conditions or in some buildings or parts of buildings like an elevator, basement or car park.
- 6.8 Your Mobile Phone Number
We will allocate to you a mobile phone number. If you have request a particular mobile number for you Services, you must pay us a number request fee listed in your Application Form.
- 6.9 We are required by law to supply your name and address, mobile number and other customer details to a database called the Integrated Public Number Database. This obligation is mandatory, and includes customers who are unlisted or have their mobile phone numbers permanently barred. For further information on this, please contact Spirit or the Australian Communications Authority.
- 6.10 Your mobile phone number will be sent to and be visible on the phone of:
- 6.10.1 each person you make a voice call to, unless you block the number; and
 - 6.10.2 each person you send an SMS or MMS to.

7 VOIP

- 7.1 VOIP services require the installation and configuration of Customer Premises Equipment and/or software used for connecting VOIP. All CPE installed for connection to the VoIP network must be certified by Spirit prior to connection.
- 7.2 The Customer will be responsible for the installation and configuration of such equipment and software. Where possible Spirit will assist you in the configuration of and installation of any CPE or other items required for the VOIP Service, but you remain responsible for installation, configuration and connection.
- 7.3 We will endeavour to ensure that your connection to VOIP is available within a reasonable time from the Commencement Date; however, we will not be liable for any delay in commencement of the VOIP Services due to your failure to install properly working CPE or other equipment or services required by the VOIP Services.
- 7.4 VOIP Services must be used by you at your Premises and at no other site.
- 7.5 You acknowledge and agree that VOIP Services are subject to changing government and industry regulation and that may be required to amend the VOIP Service from time to time to conform to such changes including, but not limited to:
 - 7.5.1 Spirit may issue telephone numbers and other features for the VOIP Service to you and may change such numbers and features in accordance with any government numbers and features in accordance with any government scheme at any time during the Term;
 - 7.5.2 You agree that the selection and use of telephone numbers and other features including emergency number features is regulated by statute and by industry bodies and you agree to comply with all government and regulatory requirements that affect the VOIP Service.
 - 7.5.3 Spirit will not be liable to you, or any third party, for any loss or damage incurred or sustained by you if it is required to change telephone numbers or features provided to you pursuant to this Agreement.
- 7.6 Access to Emergency Services – Do not use VOIP in preference to Standard Telephone
You acknowledge and agree that the VOIP Service is not a full replacement or substitute for a standard telephone service as the VOIP Service relies on a supply of electricity and a current and active Internet service that is able to connect to Spirit's network and as a result the VOIP Service may not enable you to connect to emergency services if the supply of electricity fails, there is a fault with the Internet service connecting the VOIP Service or the Internet connection is otherwise not active. The VOIP Service should not be used, as a first choice, to make an emergency call. Spirit is not liable to you or to any third party if you or any third party is not able to access emergency services from the VOIP Service at any time.
- 7.7 Calls to VOIP Services not available from Spirit include but are not limited to 19xx, 019 and 11xx services areas.
- 7.8 You are responsible for the security of your account. You indemnify us against any unauthorised use of your account if you disclose in any way your account details to a third party either intentionally or unintentionally.

8 Charges

- 8.1 You must pay Spirit, without deduction, charges billed for the Services, together with GST, within 14 days of the date of the bill. The charges for the Services will be as prescribed from time to time by the Rate Schedule of the SFOA plus GST. You are liable for charges levied for all connection, re-connection, disconnection, access, usage (including timed and untimed calls), equipment (including handset, modem etc.) provided with usage, number reservation, maintenance, repairs and other charges associated with the supply of the Services.
- 8.2 Spirit has the right to vary any Charges in accordance with the law without giving you notice.
- 8.3 Discounts credits and rebates:
Your Application Form will state any discount or special rate for which you may be eligible. If you are eligible for a rebate, such as a promotional rebate, Spirit will inform you in writing of such an entitlement.
- 8.4 Unless expressly stated otherwise, all amounts payable by you under or in connection with our Contract are exclusive of GST.

9 Billing

- 9.1 Unless otherwise agreed or notified, Spirit will send you a monthly bill for the Services you receive, including GST, which will be payable within 14 days of the date of the bill. The bill sets out the amount due and payable, the date on which the amount is payable and how you can pay the amount due. Payments made by credit card standing authorization with AMEX or Diners Club may be subject to a surcharge of 1.5%. Payments made by credit card (other than by standing authorization) will be subject to a surcharge of 2.5%.
- 9.2 Regular charges, predetermined Plan Charges, connection and service fees (if applicable) are billed in advance while usage and other non-regular charges are billed in arrears. You are liable to pay any additional amount if you have been undercharged.
- 9.3 Failure to pay a bill within 14 days will entitle Spirit to charge an administration charge and interest on the unpaid amount until the amounts outstanding have been paid in full. Additional fees apply if a cheque in payment is dishonoured on presentation or if there are insufficient funds available to pay the bill by way of direct debit.
- 9.4 Spirit may disconnect the Services for failure to pay a bill by the due date and, at its option, may vary or remove any discounts which might otherwise apply but for this clause.
- 9.5 Spirit may require you to provide a security bond, advance payment, or credit card standing authorisation from which unpaid amounts may be deducted as they are incurred, as a pre-condition to reconnection or continuation of the Services.
- 9.6 You may dispute a bill or claim an overpayment within 12 months from the date of the disputed bill.
- 9.7 We reserve the right to require that you provide us a standing authorisation to debit Fees from your nominated credit card if you are late in the payment of our accounts on two or more consecutive billing cycles or where the sum involved exceeds \$500.

10 Equipment

- 10.1 Equipment provided to you for delivery of the Services, remains Spirit's property unless it is sold to you. Property in Equipment sold will not pass to you until Spirit receives payment in full for the Equipment. Any loss or damage to the Service Equipment is a risk for which you are liable upon delivery to your premises.
- 10.2 You must maintain the Service Equipment in good working order (fair wear and tear excepted) until it is returned to or collected by Spirit.
- 10.3 Upon the termination of Spirit's supply of the Services, you must return the Service Equipment to us or make it available for collection by us.
- 10.4 You hereby authorize Spirit to enter your premises for the purpose of access to the Equipment in order to install, maintain, repair or recover the Service Equipment. If this is not provided Spirit may limit, suspend, disconnect or cancel your Services. Where applicable, you must obtain all relevant consents and authorisations from the property owner allowing access to the premises. You indemnify Spirit against any claims against us for entering the premises.

11 Limitation, suspension, disconnection and cancellation of the Services

- 11.1 For contracts other than fixed-period contracts you may cancel the service by calling us, or writing to us. Your call or letter will be a notice to cancel the service and will be effective on the date on which we received that request.
- 11.2 Spirit may limit, suspend, disconnect or cancel the Services immediately in a number of circumstances including, without limitation, if you move premises without telling us, in an emergency, for network maintenance or restoration; if you become bankrupt or insolvent, if you do not provide access to your premises for any purpose permitted by the SFOA; if you do not pay your bill; if you do not comply with the SFOA; if your equipment interferes with our network; or where we are legally entitled to.
- 11.3 You may be charged a reconnection fee and remain liable for Charges incurred before any suspension, cancellation or disconnection of the Services.
- 11.4 If you have a contract with Spirit for an agreed term (the Plan Period) and you cancel the Services before the end of the Plan Period, you will be liable to pay Spirit for Charges incurred by you up to the date of transfer of the services calculated at the higher rate fixed by Spirit and notified on its website at www.spirit.com.au.

The higher rate brings into account flag fall and call costs which would have been discounted but for your cancellation of the Services prior to the expiration of the Plan Period. If you have a contract with Spirit for a Plan Period which is subject to a minimum monthly spend, you will remain liable to pay the minimum monthly spend over the unexpired portion of the Plan Period notwithstanding your cancellation of the contract.

11.5 Your rights to cancel Fixed Term Contracts:

For fixed-period contracts, in some circumstances you may cancel your Service without incurring any additional charges. You may cancel your service immediately if:

11.5.1 we breach an essential clause of this contract which is not resolved within 14 days of your requesting us to do so or which is unable to be resolved; or

11.5.2 we become bankrupt, insolvent or unable to pay our debts when due; or

11.5.3 we make a change to this contract that would result in a Detriment to you as provided in clause 4.5.

11.6 You may cancel your service by giving us 30 days notice if:

11.6.1 the minimum period listed on page has ended, and you have continued to use this service; or

11.6.2 any steps are taken to appoint a receiver or administrator for us.

11.7 What you need to do to cancel the Service

You can cancel the Service by writing to us. Your written email or letter will be notice to cancel the Service and will be effective on the dates on which we received that request.

11.8 Spirit's right to cancel the Service – Fixed Term Contracts.

We may cancel the service at the end of the contract period by informing you 30 days before the termination date. In this case, termination will be effective on the Termination Date.

11.9 In addition, we may cancel your Service immediately in the following circumstances, if:

11.9.1 we reasonably suspect fraud by you or anyone using your Service;

11.9.2 we are required to cancel the Service to comply with a law enforcement agency, or a regulatory authority such as the Australian Communications Authority; or

11.9.3 we are unable to supply the Service to you because of a continuing event that is reasonably outside or our control; for example, earthquake, explosion, natural disaster, sabotage or war.

11.10 We may cancel your Service by giving you 30 days notice if:

11.10.1 the Minimum Term listed on the Application Form has ended and we have continued to supply the service to you;

11.10.2 we are unable to supply the Service to you because a Supplier has terminated its agreement with us and we cannot provide the Service to you by using an alternative Supplier.

11.10.3 You breach an essential clause of this contract which is not resolved within 14 days of us requesting you to do so, or which is unable to be resolved.

11.11 Information contained in a notice to cancel the Service

If we cancel the Service, the written notice that we give you will contain:

11.11.1 the date on which the cancellation takes effective;

11.11.2 detailed reasons for the cancellation

11.11.3 details of all charges for the use of the Service up to the date of cancellation;

11.11.4 how these charges are calculated

11.11.5 when these charges are due

11.11.6 details of any applicable refunds or rebates; and

11.11.7 how these refunds or rebates are calculated.

11.12 What happens when the Service is cancelled

Where the Service is cancelled:

11.12.1 you will not be able to use the Service after the cancellation date;

11.12.2 in some cases you will have the right to take your telephone number to another supplier; or otherwise you rights to use any telephone numbers issued to you for the Service will stop;

11.12.3 subject to any disputes that you have with us, you agree to pay for any charges for your use of the Service and equipment until the cancellation date and for any equipment that you have purchased from us.

11.12.4 Any credit on your account will be applied to pay for any undisputed, outstanding charges at the cancellation date;

- 11.12.5 We will refund to you any unused credits on your account and any money that you have paid in advanced for that part of the Service which is being cancelled, on a pro-rata basis;
- 11.12.6 you will return our equipment within 60 days of the cancellation date to us or to the nominated agent of Spirit;
- 11.12.7 if you cancel the contract before the end of the contract period, except where cancellation occurs in the circumstances set out in 1.8.2 you will also have to pay the disconnection or cancellation fee listed in Part Three; and
- 11.12.8 if you request reconnection and the cancellation was not at your request or because of a breach by you of any essential term, you will not have to pay any reconnection fees.
- 11.13 **Suspending the Service**
You may suspend your Service where you are unable to use the Service because:
 - 11.13.1 you are experiencing Temporary Financial Hardship; or
 - 11.13.2 an event occurs which is outside your control, for example fire/flood damage to your Spirit Telecommunications device used to access the Service.
- 11.14 **What you need to do to suspend the Service:**
You can request a suspension of your Service by calling us. Your request to suspend your Service may be refused by Spirit at its sole discretion and if we agree to suspend the Service our agreement to do so will be effective from the date on which we receive that request.
- 11.15 **Spirit's may suspend the Service where:**
 - 11.15.1 it is necessary to do so to maintain or restore any part of the network;
 - 11.15.2 we reasonably suspend fraud by you or anyone using your Services;
 - 11.15.3 we are required to suspend the Service to comply with the law, a law enforcement agency, or regulatory authority like the Australian Communications Authority;
 - 11.15.4 we are temporarily unable to supply the Service to you because of a continuing event that is reasonably outside our control for example earthquake, explosion, natural disaster, sabotage and war;
 - 11.15.5 we are temporarily unable to supply the Service to you because a supplier has temporarily withdrawn from Spirit its carriage service necessary to supply the Service to you; or
 - 11.15.6 you breach an essential clause of this contract
- 11.16 We will only suspend your Service for a period that is a reasonable period in the circumstances unless by your conduct Spirit forms the view that you do not intend to be bound by the terms of your Contract or that you only intend to perform the Contract in a manner inconsistent with its terms. In this regard, Spirit reserves its rights at common law.
- 11.17 If we suspend the Service, the written notice that we give you will contain all the relevant information including the dates on which the suspension will take effect, reasons for the suspension and details of your responsibilities during the suspension period including information on rebates (if applicable) and how they are calculated.
- 11.18 **When the Service is suspended:**
 - 11.18.1 you will not be able to use the Service during the period of the suspension;
 - 11.18.2 you will remain liable to us for any charges for access to or use of the Service during the period of suspension if the suspension is for reasons other than maintenance of the network;
 - 11.18.3 you will still be charges for any equipment that you have purchased from us as identified on the Application Form;
 - 11.18.4 the Minimum Term referred to in the Application Form will be extended to cover the period of the suspension except where the suspension was the result of an event that was reasonable outside of you control.

12 Transfer of the Services

- 12.1 You authorise us to sign all forms in relation to the transfer on your behalf from an existing supplier to us and to provide written notification to your previous Supplier of the transfer and to pay all amounts due to your existing Supplier up to the date of transfer
- 12.2 If you wish to transfer any of the Services to another supplier, you will remain liable to Spirit for any Charges due up to and including the date of transfer for the Supply of the Services. Any unpaid amount must be paid in full on the date of transfer. If you have contracted with Spirit for Services over a Plan Period, you remain liable for Charges in accordance with clause 8 above.

13 Indemnity

- 13.1 You warrant that you will not, nor will you permit another person to, misuse the Services in any way including, without limitation, defame any person or infringe any copyright or obligation of confidentiality or contravene any law.
- 13.2 You indemnify Spirit against any loss, damage or expenses (including legal costs) as a consequence of Spirit's reliance upon personal information provided by you in support of your Application for the purposes of receiving the Services; your use of the Services to transmit or publish any material contrary to law or equity; any loss or damage to the Service Equipment; any claim by the property owner in relation to our entry onto the premises; any amount claimed against you by a previous supplier, current supplier or another person in relation to the supply of previous Spirit Telecommunications services or the Services.

14 Limitation of Liability

- 14.1 Spirit is a retailer of the Services acquired from an upstream Supplier. You agree to be bound by the limitation of liability in this contract and in any contract between Spirit and an upstream Supplier.
- 14.2 To the full extent permitted by law, Spirit excludes all liability and statutorily implied warranties, and limits its liability (at the option of Spirit) to either of the following:
 - 14.2.1 Service Equipment - Where applicable, to the repair, replacement or payment for the repair or replacement of the Service Equipment; or
 - 14.2.2 Services – where applicable, to the re-supply of Services or the payment for re-supplying the Services.
- 14.3 By reason of the nature of Spirit Telecommunications networks and their systems of delivery, they are susceptible to interruption from time to time. Spirit does not warrant fault free, uninterrupted Services. You should therefore consider your circumstances and take such steps as is necessary to protect your interests if you require a fault free service.
- 14.4 Spirit expressly excludes liability for: any loss of data; loss of profits; indirect consequential loss and damage; or loss of business opportunities howsoever arising from any act or omission in relation to the connection or supply of the Services, breach of the SFOA, our negligence, acts or defaults of any Supplier, or Service Equipment. You hereby indemnify Spirit for loss and damage arising from faults or defects caused by you; or faults or defects in Spirit Telecommunications services not provided under the SFOA due to incompatibility with the Services.

15 Personal Information

- 15.1 Legislation imposes strict obligations on Spirit's collection, holding, use and disclosure of your personal information. Personal Information is information or an opinion about you where your identity is apparent or can reasonably be ascertained.
- 15.2 You agree to Spirit collecting, holding using and disclosing your personal information for the purpose of providing information about our products and services, managing your account and as necessary to fulfil our obligations under the SFOA in connection with the supply of the Services to you. You must inform us of any changes to your personal information and supply true and correct information.
- 15.3 Unless you tell us otherwise, you consent to the use of your Personal Information for the purposes of receiving promotional material disseminated by Spirit or information about loyalty programs and the like to enable you to participate in any such programs.
- 15.4 You agree to receive electronic messages within the meaning of the Spam Act.
- 15.5 If you require commercial credit, you also agree that we may use your personal information for the purposes of obtaining a consumer credit report which will help us to assess your application for credit and also to assist us to collect any overdue payments. We will only disclose credit information to other credit providers for those specific purposes set out in the SFOA.
- 15.6 You authorise us to use and to disclose your personal information to credit reporting agencies or credit providers for the following purposes:
 - 15.6.1 The assessment by another credit provider of your creditworthiness;
 - 15.6.2 The collection by us or the other credit provider of payments that are overdue; or
 - 15.6.3 The exchange of information between us and the other credit provider for the purposes referred to in the above sub-clauses.
- 15.7 The information which may be exchanged pursuant to the preceding clause can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act;
- 15.8 You agree that a trade insurer may obtain a credit report about you for the purpose of assessing whether to provide trade insurance to us in relation to your application for commercial credit.
- 15.9 Where we hold any personal information about you, you may request access to that information. We will provide you with access to most personal information that we have about you but in some cases that will not be possible in which case we will tell you why.

16 Complaint Handling

- 16.1 Spirit endeavours to investigate and resolve your complaints about the Services quickly and effectively. If you have a complaint, please contact Spirit office quoting the customer number on your bill.
- 16.2 If you are not satisfied with the way in which Spirit handles your complaint at first instance, you can request that the complaint be escalated to a senior representative, who will review your complaint and the way it was handled.
- 16.3 If you remain unsatisfied by Spirit handling of your complaint or the outcome, you can take your complaint to the Telecommunications Industry Ombudsman (TIO). The TIO is authorized to investigate certain complaints by residential and small business users of Spirit Telecommunications and Internet services.
For further information, see the TIO's website at www.tio.com.au.
- 16.4 The Office of Fair Trading, or its equivalent, in your State or Territory may also investigate consumer complaints. Contact details may be located at the end of this SFOA.

17 Fixed Term Contracts – Duration and after Termination

- 17.1 For Fixed-period contracts, this contract will continue:
 - 17.1.1 For the Minimum Term listed on the Application Form; or
 - 17.1.2 Until it is terminated in accordance with clause 11; or
 - 17.1.3 Where the minimum period has ended and you have continued to use the service in accordance with clause 17.2.1, on a month to month basis and thereafter until it is terminated in accordance with clause 11.17.2
- What will happen at the end of a fixed-period contract?
 - 17.2.1 If neither you nor Spirit cancels the contract at the end of the contract period, we will continue to supply the service to you on a month to month basis
 - 17.2.2 If you do not wish to continue to use the service on a month to month basis after the end of the contract period, you must cancel the contract in accordance with clause 11 by the termination date set out on the Application Form;
 - 17.2.3 If Spirit will not continue to provide the service to you at the end of the contract period or if we wish to change the terms of the contract, including charges, we will inform you of this at least 30 days before the termination date.

18 Charges

- 18.2 You must pay Spirit, without deduction, charges billed for the Services, together with GST, within 14 days of the date of the bill. The charges for the Services will be as prescribed from time to time by the Rate Schedule of the SFOA plus GST. You are liable for charges levied for all connection, re-connection, disconnection, access, usage (including timed and untimed calls), equipment (including handset, modem etc.) provided with usage, number reservation, maintenance, repairs and other charges associated with the supply of the Services.
- 18.3 Spirit has the right to vary any Charges in accordance with the law without giving you notice.
- 18.4 Discounts credits and rebates
 - Your Application Form will state any discount or special rate for which you may be eligible. If you are eligible for a rebate, such as a promotional rebate, Spirit Telecom will inform you in writing of such an entitlement.
- 18.5 Unless expressly stated otherwise, all amounts payable by you under or in connection with our Contract are exclusive of GST.

19 Billing

- 19.2 Unless otherwise agreed or notified, Spirit will send you a monthly bill for the Services you receive, including GST, which will be payable within 14 days of the date of the bill. The bill sets out the amount due and payable, the date on which the amount is payable and how you can pay the amount due. Payments made by credit card standing authorization with AMEX or Diners Club may be subject to a surcharge of 1.5%. Payments made by credit card (other than by standing authorization) will be subject to a surcharge of 2.5%.
- 19.3 Regular charges, predetermined Plan Charges, connection and service fees (if applicable) are billed in advance while usage and other non-regular charges are billed in arrears. You are liable to pay any additional amount if you have been undercharged.
- 19.4 Failure to pay a bill within 14 days will entitle Spirit to charge an administration charge and interest on the unpaid amount until the amounts outstanding have been paid in full. Additional fees apply if a cheque in payment is dishonoured on presentation or if there are insufficient funds available to pay the bill by way of direct debit.
- 19.5 Spirit may disconnect the Services for failure to pay a bill by the due date and, at its option, may vary or remove any discounts which might otherwise apply but for this clause.
- 19.6 Spirit may require you to provide a security bond, advance payment, or credit card standing authorization from which unpaid amounts may be deducted as they are incurred, as a pre-condition to reconnection or continuation of the Services.
- 19.7 You may dispute a bill or claim an overpayment within 12 months from the date of the disputed bill.

19.8 We reserve the right to require that you provide us a standing authorisation to debit Fees from your nominated credit card in the event that you are consistently late in the payment of our accounts.

20 Charges

20.2 You must pay Spirit, without deduction, charges billed for the Services, together with GST, within 14 days of the date of the bill. The charges for the Services will be as prescribed from time to time by the Rate Schedule of the SFOA plus GST. You are liable for charges levied for all connection, re-connection, disconnection, access, usage (including timed and untimed calls), equipment (including handset, modem etc.) provided with usage, number reservation, maintenance, repairs and other charges associated with the supply of the Services.

20.3 Spirit has the right to vary any Charges in accordance with the law without giving you notice.

20.4 Discounts credits and rebates

Your Application Form will state any discount or special rate for which you may be eligible. If you are eligible for a rebate, such as a promotional rebate, Spirit will inform you in writing of such an entitlement.

20.5 Unless expressly stated otherwise, all amounts payable by you under or in connection with our Contract are exclusive of GST.

21 General

21.1 You are responsible for safeguarding your passwords, Personal Identification Number, or other means of identification used to access to your Personal Information or in relation to your use of the internet or any form of telecommunications services you acquire from Spirit.

21.2 Spirit takes no responsibility for loss or damage suffered by you which may result from the unauthorised use of your PIN, passwords or telecommunications services you acquire from Spirit.

21.3 Spirit recommends that you install on your computer software which is specifically designed for the detection of fraudulent use, monitoring of use, and for blocking and deleting SPAM or invasive and damaging viruses which may be introduced to your computer by internet use unless such safeguards are adopted by you.

21.4 Spirit recommends that you adopt appropriate back up procedures in relation to your computer records and to take out insurance to cover economic loss and damage which may result from data loss or corruption of electronically held records.

21.5 Although Spirit may inform you of excessive use, it owes you no duty of care to do so.

21.6 You agree that Spirit is authorised to give effect to instructions received from you by email in the circumstances permitted by the Electronic Transaction legislation (both Commonwealth and State).

21.7 Giving Notice

We may satisfy any obligation to give you notice by:

21.1.1 Delivery to you in person;

21.1.2 Sending it to you by pre-paid post to your last known address;

21.1.3 Transmitting the information to your email address;

21.1.4 Including information on an invoice;

21.1.5 Informing you of how information may be accessed by way of recorded message, on our website;

21.1.6 to the extent permitted by the terms of this SFOA and any other applicable law or regulatory code, by publishing a notice in a daily newspaper circulating generally in the region of capital city of the State or Territory in which you ordinarily reside or carry on business.

21.2 Intellectual Property

You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

21.1 Authority

You agree that if we need your consent to undertake certain actions then, provide we act in good faith, we may rely upon authority of any of your employees, or spouse or defacto spouse, who tells us that they are authorised to provide that consent on your behalf.

21.2 Entire Agreement

Your Contract (which incorporates this SFOA) contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties in connection with it.

- 21.3 **No Reliance**
You acknowledge that you are obtaining the Services relying solely upon your own skill and judgment and inquiries and that, in entering into your Contract, you do not rely upon any statement, representation or promise by us or on our behalf not expressly set out in this SFOA.
- 21.4 **Governing Law**
This SFOA is governed by the laws of Victoria.
- 21.5 **No Waiver**
Neither failure to exercise, nor any delay in exercising, any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.
- 21.6 **Survival**
Any provision of this Contract which by its nature is intended to survive termination or expiry of this Contract (including any exclusion or limitation of liability or indemnity in this Contract) will survive termination or expiry of this Contract for any reason.
- 21.7 **Severability**
Any provision of this Standard Form of Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability, but not in other jurisdictions where the relevant clause is otherwise valid. A clause which is invalid may be severed without affecting the validity or enforceability of the remaining provisions.
- 21.1 **Interpretation**
In the interpretation of this SFOA:
- 21.1.1 The singular shall import the plural and vice versa;
- 21.1.2 Terms of one gender shall import terms of other genders;
- 21.1.3 Grammatical forms of defined terms will bear the same meanings as defined terms;
- 21.1.4 Headings are used for convenience only and are not intended to influence the interpretation of any term to which they relate;
- 21.1.5 The Contract is binding upon the parties' respective agents, assignees, transferees and successors in title.

22 Definitions and Interpretation

- 22.1 In the interpretation of this SFOA, where the context permits, the following terms will bear the following meanings:
- “Application Form” means the application form signed by you or on your behalf and submitted to Spirit nominating the Service or Services you require Spirit to provide to you and, where applicable, any Plan or other form of Fixed Term Contract;
- “Contract” means the contract between you and Spirit as described in clause 2 of this SFOA for the provision of Services;
- “Customer Equipment” the customer equipment covered by this SFOA includes any devices used to access the Service, such as mobile phone handset or modem;
- “Detriment” in relation to you means a detriment or disadvantage suffered by you in the form of a significant financial loss or some other significant reduction in benefits or enjoyment or use of the Services which does not have to be financial in nature;
- “Essential term of clause” includes a term which would make it impossible or impractical for the other to continue to provide or receive the service. For example a continuing failure to pay the Charges, without adequate remedy, or to provide the Services’;
- “Fixed Term Contract” means an agreement with Spirit for the provision of Services having a term of fixed duration and neither party is free to change the terms of the contract or to cancel the contract other than as provided for;
- “Minimum Term” means the minimum term so described on the Application Form;
- “Plan” means a plan for the provision of telecommunications services and, in some cases, equipment or other facilities, which are provided on the terms of a Fixed Term Contract;

“Rate Schedule” means the rate schedule so described and published on www.spirit.com.au which sets out the rates charged by Spirit from time to time for delivery of Services;

“Service” means the provision of telecommunications services such as fixed line, mobile or internet services and the like, as that term is understood in the telecommunications industry, and extends to Customer Equipment;

“Supplier” means a wholesaler of telecommunications services which provides telecommunications Services to Spirit for on-selling to end users;

“Temporary financial hardship” means that your current financial circumstances prevent you from paying your bill in full, but with the assistance of an extension of time and payment plan which is acceptable to Spirit, that you reasonably expect to be able to pay future bills.

23 Further Information

For a free copy or further information about the SFOA, this Summary, Services, Fees or any information contained in this Summary, contact Spirit’s office on 1300 007 001 or www.spirit.com.au.