

## Website and Phone Sale Terms and Conditions

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### Website Sale Terms & Conditions

Common to all plans:

The information that follows explains in detail the basic terms and conditions of the service that EnergyAustralia will supply to you. Once you have read through them, you will be asked to confirm your acceptance of these terms and the EnergyAustralia Standard Form of Agreement, which is available on our website [here](#) by checking the "I Agree" box.

### Plan Details

You are agreeing to purchase the 'EnergyAustralia NBN™ Go' or 'EnergyAustralia NBN™ Go Further' on a 12 month term.

Variable Plan Name and Cost Per Month (CPM) data to be inserted dynamically:

EnergyAustralia NBN™ Go Plan	25/5 CPM	EnergyAustralia NBN™ Go Further 100/40 Plan	100/40 CPM
25/5 – Unlimited	\$65.95	100/40 – Unlimited	\$85.95

### 12-Month

You have selected a 12-month plan. You must retain this service for the contracted period. If you do not wish to continue this service, an early termination fee of \$120.00 (incl GST) will be payable if you cancel before the end date of the agreement.

### 12-Month Plans

You have also agreed to purchase a pre-configured <MODEM HARDWARE> Wireless Modem for \$###.##, including delivery fees and GST.

### Payment Information

You must pay the recurring monthly charges in advance. All EnergyAustralia services are payable by direct debit from a credit card.

Each month, EnergyAustralia will debit your chosen credit card for the monthly plan cost on the first day of each month, or on the next business day should the first day fall on a weekend. Invoices and bills will be issued monthly to your MyAccount page locate [here](#). Your first invoice will contain the unpaid portion of the prior month calculated the day the service was activated to the end of the month, along with the pre-payment in advance of the current month.

By acquiring an EnergyAustralia service you authorise EnergyAustralia to direct debit charges for EnergyAustralia supplied hardware (the modem), including delivery, connection fees and recurring plan charges where relevant.

The modem cost and the activation fee identified above, must be paid by credit card and will be debited up-front at time of order placement.

You need to be aware that no adjustments can be made to the individual items of the chosen plan. However, EnergyAustralia may, in its discretion agree to a change of plan and this may result in additional fees.

### **Authorisation To Transfer Or Connect Service**

You confirm that you are over 18 years of age and that you are authorised to transfer or connect your service with EnergyAustralia.

### **Spend Management**

EnergyAustralia provides monthly invoices for the service which include charges and usage information. Usage charges, plan details and other personal information are available for you to view in the customer account section of the EnergyAustralia website. This is located [here](#)

### **Installation**

The installation process can take up to 21 business days to be completed. EnergyAustralia will provide email or SMS updates to you via your nominated communication method so please be alert to communications coming to you over the coming days. If hardware installation is required at your premises, you may need to be present at your service location address.

If you have any questions or concerns regarding the installation process you can contact EnergyAustralia on 1800 445 305.

### **Privacy Information**

You consent to us using your Personal Information and sending you information in accordance with our Privacy Policy, available [here](#) as amended from time to time.

#### **DO NOT SHOW FOR SERVICE CLASS: 11, 12 & 13**

##### **nbn Battery Back Up**

The nbn service supplied to you requires mains power to operate. The EnergyAustralia nbn™ service does not provide a battery back-up option, so in the event of a power outage your service will not operate and other services that rely on your internet service will also be affected. This means that during a power outage you will not be able to make or receive any calls if you have a VoIP service included in your plan, including to emergency services numbers.

#### **DO NOT SHOW IF NEW DEVELOPMENT FEE = NO (Should be washed out but review just-in-case.**

##### **nbn New Development Fee**

Effective 1 April 2016, a \$300 'New Development fee' is charged for all nbn broadband connections when:

- The first connection at a premise is a newly developed area i.e. a suburb with no pre-existing telco infrastructure.
- The first connection at an established area that a developer has increased the dwellings on an existing plot of land.
- This is a pass through charge, which is recovered by nbn for all new connections in Australia.

## **DO NOT SHOW IF VOICE PLAN = NO**

### **CSG Disclaimer**

We supply the service in a slightly different way from other service companies. This will require you to waive your rights under the customer service guarantee (known as the "CSG"). The CSG obliges service providers to meet certain time frames for service connection, fault rectification and the attendance of appointments. It also requires that written information about the CSG be provided to customers at least once every two years. Compensation is payable for failure to meet these performance standards.

Agreeing to this waiver means that you will not be entitled to compensation if we fail to meet the performance standards. If you agree to this waiver we will email you a written statement about the waiver within 3 working days and the waiver will take effect in 5 working days. You are under no obligation to agree to the waiver and you may withdraw your consent at any time within the 5 working day period by contacting us 1800 448 305 and mention that you do not wish to agree to this waiver and withdraw the application. However, if you do not agree to the waiver we are unable to supply you with a home phone service.

**Please confirm that you agree to waive your rights under the customer service guarantee.**

### **Important Information About Your Service Address**

Your Service Address is the primary location where you will use your EnergyAustralia VoIP services. This information will be used to provide Emergency Service Organisations your location in the case you call for 000 emergency help, and also in the event of a natural disaster or emergency broadcast warning. It is important that you keep your Service Address information current at all times by updating it via your MyAccount when necessary.

This information is provided as required by the Numbering Plan under the Telecommunications Act 1997.

### **Emergency Calls Warning**

With VoIP services, calls to emergency services (000) may not work at all times - for example when the power is out or the Internet is down. Emergency service operators are also unable to identify your physical location so you will need to inform them. EnergyAustralia does not recommend using this service as your only telephone service at home, and suggest you keep another form of telephone - mobile available for calling emergency services. Due to the nature of the Internet and other factors which are outside our control, EnergyAustralia cannot provide faultless emergency call services.

### **Number Porting**

You acknowledge that unless the "Keep Phone Number" option was selected on your order and accepted by our system as being available, that Local Number Portability (LNP) will not be provided and that you will permanently lose the telephone numbers in respect of the existing services this order will replace.

**We do not offer priority assistance** in respect of any Service. Priority assistance is for people who may be reliant on a telephone Service because of a serious medical condition – we do not recommend the Service in these circumstances. If you require priority assistance, you should contact an alternative service provider to see if they can assist you.

### **Standard Form Of Agreement (SFOA)**

All EnergyAustralia customers are bound by the EnergyAustralia Standard Form of Agreement (SFOA) which is available [here](#). This document outlines our obligations to you, your rights and our mutual responsibilities. We recommend that you read this document and the Critical Information Summary located [here](#) and relevant to your plan.

By agreeing to these terms and conditions, you:

1. Confirm that you have read and understood these terms;
2. Agree to be bound by the EnergyAustralia Standard Form of Agreement (SFOA); and
3. Agree to pay your account monthly via an automated recurring direct debit from your nominated bank account or credit card.

**Do you confirm that you have read and understood these terms and conditions and that you agree to be bound by the EnergyAustralia Standard Form of Agreement? [Please Check Box.](#)**