

Standard Form of Agreement



Our Standard Form of Agreement (**SFOA**) sets out the terms and conditions applicable to the telecommunications services we provide to you, along with your rights and obligations.

It is formulated in accordance with Part 23 of the Telecommunications Act, and for the purpose described in section 479 of the Telecommunications Act. It does not override any of your rights under the Consumer Law or the Telecommunications Consumer Protection Code (TCP Code).

This SFOA is between You and GenNext Enterprises Pty Ltd ABN 55 607 188 616 (GenNext, "We" or "Us"). The agreement applies to your access, connection and use of the Services, including the supply of any related goods or installation and maintenance services.

By accessing and using a Service, you represent that you have read, understood and agree to these terms and agree to be bound to them. If you do not agree to these terms, please do not use the Service or register an account.

1. Our Agreement with you

1.1 Parts that form the Agreement

Our Agreement with you is made up of different parts, including:

- a) your Application for Service;
- b) the relevant Service Schedule;
- c) the relevant Pricing Schedule;
- d) the Critical Information Summary;
- e) this SFOA;
- f) the Direct Debit Service Agreement;
- g) our Financial Hardship Policy;
- h) our Complaints Handling Policy;
- i) our Acceptable Use Policy; and
- j) any other GenNext policies which may be included or varied from time to time, and are available on our website.

1.2 Priority of documents

- a) Where there is an inconsistency between the documents forming the Agreement, the document listed earlier in the list in part 1.1 takes priority.
- b) Your Application, service schedule, pricing schedule and Critical Information Summary for the Service may list terms that are specific to the Service.

2. Provision of the service

2.1 Service availability

- a) We will use reasonable endeavours to make the Service ready for use from the service commencement date specified in your Application for Service. Your Service may not be able to be activated, or there may be a delay to activation of your Service due to a range of different matters. We will not be liable for any such matters.

- b) We may alter the way in which your Service is provided at any time, provided that the modification does not have an adverse effect on the performance of the Service.
- c) Subject to your rights under Consumer Law and the TCP Code, we aim to provide, but cannot guarantee, a continuous Service free of any interruptions.
- d) You are aware that we may rely on Suppliers to supply the Service to you. As such, circumstances beyond our control may cause interruptions to the Service from time to time.

2.2 Maintenance and fault restoration

Subject to your rights under the Consumer Law and TCP Code, and to the extent permitted by law, we are not obligated to repair or remedy faults to your Service caused by:

- a) damage not caused by us to facilities we, or our Suppliers, use to provide the Service;
- b) interference not caused by us;
- c) Force Majeure events; or
- d) planned outages.

2.3 Technical support

- a) We offer some technical support for the provided Service, to the extent where the support is required to ensure your Service is operational. However, we are not responsible for training you to use the Service.
- b) We are not responsible for, and may not be able to provide support for:
 - a) Customer Equipment;
 - b) any third party equipment used with your Service;
 - c) any software used with your Service;
 - d) issues with wireless, or wired, connectivity between Customer Equipment and any other equipment you may use; or
 - e) services provided by any third party supplier or carrier (unless the service is supplied by Us from our suppliers).

3. Fees for the service

3.1 Fees

- a) You are liable to pay all Fees arising out of the Service that we provide to you, whether that use was by you or any other person, with or without your consent.
- b) All fees are quoted and payable in Australian Dollars (AUD).

3.2 GST

Unless expressly stated otherwise, all amounts payable by you are inclusive of GST. If GST is payable on a Taxable Supply to you, the amount payable for that Taxable Supply will be the amount expressed in the Terms.

3.3 Invoicing

- a) Invoices will be issued to you via email, and will also be available in your GenNext portal at my.gennext.net.au.
- b) the monthly plan billing cycle commences on the 1st of the month, unless otherwise agreed to by us in writing.
- c) for residential customers, the Due Date for payment of the Invoice is 7 days after the date of the Invoice, unless otherwise agreed to by us in writing.

- d) for business customers, the Due Date for payment of the Invoice is 14 days after the date of the Invoice, unless otherwise agreed to by us in writing.
- e) If you have selected automatic Credit Card or Direct Debit payments for your account, these will be debited on the due date. It is your responsibility to ensure sufficient available funds on the due date. We will not be liable for any loss incurred by lack of available funds.
- f) Recurring monthly plan fees are billed in advance, and any usage or excess usage charges are billed in arrears.
- g) If your service is not activated on the 1st of the month, additional charges for the interim period will be billed on your first invoice.
- h) Any applicable hardware or non-standard connection fees will be billed on your first invoice.
- i) When you order a Service with us, you are required to pay in full for any hardware charges, connection fees, and the first month's service. This will be offset by your first invoice, and refunded to the original payment method if the Service cannot be connected – only in circumstances where We do not incur any additional costs.
- j) We may issue an interim bill if:
 - a) you change your plan;
 - b) you request a new Service to be connected;
 - c) you relocate an existing Service;
 - d) you order additional hardware; or
 - e) as otherwise agreed with you.

3.4 Payment due date

- a) All fees must be paid in full by the Due Date.
- b) We reserve the right to charge Interest on any unpaid amount from the Due Date until the date of payment in full.
- c) A late payment fee may apply, which is listed in the Critical Information Summary for your Service.
- d) A reconnection fee may apply if the service is disconnected due to late payment, which is listed in the Critical Information Summary for your Service.

3.5 Payment methods

Payment for your Service can be made by Direct Deposit, Direct Debit, Debit Card or Credit Card.

3.6 Suspension for non-payment

We reserve the right to:

- a) suspend your Service if you fail to pay the outstanding amount in full within 7 days of the Due Date;
- b) physically disconnect your Service if you fail to pay the outstanding amount in full within 14 days of the Due Date;
- c) charge a late payment fee as listed in the Service's Critical Information Summary, if payment is not received by the Due Date; and
- d) charge a Disconnection Fee as listed in the Service's Critical Information Summary, if a disconnection is made by us under this section.

4. Charge disputes

- a) You must notify us in writing, prior to the Due Date, of any amounts in an invoice that you wish to dispute, and pay the non-disputed charges by the Due Date.
- b) Disputed charges will be handled in accordance with our Complaints Handling Policy.

5. Change, suspension and cancellation of the Service

- a) You may cancel any non-contracted service by giving us 30 days notice.
- b) You may request to suspend your services for any period of time. Depending on the type of service, this may result in a physical disconnection. There are times when your Service may not be able to be activated using the same technology, which may result in reconnection delays.
- c) changes to your Service may result in additional fees or contract terms, which We will advise to you upon request of the change.

6. Transfer of the service from us to another supplier

6.1 Transfer

If you ask another supplier to transfer any Service provided to you by Us:

- a) you remain liable to us for any amount payable in relation to the supply of Services up to the date on which the other supplier transfers the service from Us.
- b) any additional services that depend upon this service may be lost in the transfer process, including email addresses and phone numbers provided by Us.

6.2 Termination of Services on transfer

The provision of your Service will cease on the date on which you transfer your Services to another supplier.

6.3 Invoicing

We will endeavour to stop invoicing you for Services provided by us on the date of transfer to another supplier.

7. General

7.1 Notices

We may give notice to you under this agreement by:

- a) delivering the information to you in person;
- b) sending the information to you by post to the address on file with us, in which case it will be deemed as delivered after 5 business days;
- c) sending the information by email to the email address on file with us; or
- d) sending the information via SMS to the mobile telephone number on file with us, if you have selected SMS as your preferred communication method.

7.2 Disputes

Any dispute will be resolved in accordance with our Complaints Handling Policy. If you are not satisfied with our response, you may have further rights under the Telecommunications Industry Ombudsman (TIO) scheme. For further information, visit www.tio.com.au or call the TIO on 1800 062 058 or (TTY) 1800 675 692.

7.3 Transfer of your Service and this Agreement to another Entity

You agree that we may transfer your Service to another Entity, either by sale or restructuring. If such transfer occurs:

- a) We will give you 14 days written notice, provided in a manner stipulated by this SFOA;

- b) the acquiring entity replaces Us in this Agreement as if the acquiring entity was an original party to this Agreement instead of Us;
- c) the acquiring entity has no obligations or liability under this Agreement before the date of the transfer notice;
- d) this Agreement will continue to apply to your service, unless you are otherwise notified by the acquiring entity; and
- e) any fees that are incurred after the date of the transfer will be payable to the new entity.

7.4 Subcontractors

We may subcontract any of our obligations under the Agreement.

7.5 Authority

You must inform us if you want another person to act on your behalf, either as an Authorised Representative or an Advocate.

7.6 Governing law

- a) The Terms are governed by the laws of the Commonwealth of Australia and the laws of New South Wales.
- b) You and We submit to the exclusive jurisdiction of the courts of New South Wales.

7.7 Liability

8. Definitions and Interpretation

8.1 Definitions

Unless otherwise specified in this SFOA, an Application for Service, or any applicable CIS and Service Schedule, the following words have the following meanings for the Agreement:

Business Day means Monday to Friday, excluding days which are public holidays in New South Wales or the place where the Service is provided.

Business Hours means 9:00am to 5:00pm Monday to Friday (New South Wales time), excluding days which are public holidays in New South Wales or the place where the Service is provided.

Consumer Law means Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Customer means the current account holder for a Residential or Small Business Service, or Equipment supplied by us.

Customer Equipment means any and all of your equipment which you use in connection with the Service, excluding Our Equipment. For the avoidance of doubt, equipment that you have purchased from us forms part of Customer Equipment.

Due Date means 7 days after a Bill is issued, unless otherwise agreed by Us.

Force Majeure Event means any event or circumstance that is beyond either Your or Our reasonable control.

Our Website means gennext.net.au.

Purchased Equipment means any Equipment that we sell to you.

Service Equipment means any Equipment or Facilities that we (or a Supplier) provide to use with a Service, but we do not sell that Equipment to you and it remains the property of Us (or a Supplier).

Supplier means a third party from whom we acquire services or from whom our Supplier acquires services from, that form all or part of a Service we provide to you.

We, Our or Us means GenNext Enterprises Pty Ltd, ABN 55 607 188 616.

You or Your means the current account holder for the Service.

8.2 Interpretation

Unless the context indicates otherwise:

- a) headings and bold text are for convenience only and do not affect the construction of the Agreement;
- b) a reference to a document or instrument includes the document as altered, supplemented or replaced from time to time;
- c) a reference to any legislation or regulation includes amendments and replacements;
- d) the singular includes the plural and vice versa;
- e) a reference to currency, dollars or \$ is to Australian currency;
- f) a reference to time is to time in New South Wales; and
- g) the words “includes”, “including” and similar expressions are not words of limitation and shall be interpreted as if the words “but not limited to” followed them.