

Customer Service Guarantee Written Waiver Form

M2 Commander Pty Ltd ABN 85 136 950 082
L10, 452 Flinders Street, Melbourne, VIC 3000
Fax: 1300 555 928 www.commander.com



All enquiries 132 777 customerservice@commander.com

CUSTOMER DETAILS

Existing Customer (complete sections 1, 3, 4) New Customer (complete sections 2A or 2B, 3, 4)

SECTION 1: EXISTING CUSTOMER

Account Name:	Customer No.:																		
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SECTION 2A: NEW CUSTOMER - COMPANY

Company Application

Company Name / Trading Name:	ABN or ACN:
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SECTION 2B: NEW CUSTOMER - PROPRIETOR, SOLE TRADER OR CONSUMER

Registered Business Entity Application (Partnership, Other Organisation) Sole Trader or Consumer Application

First Name / Surname (Primary / Sole Trader / Consumer):	First Name / Surname (Secondary - if applicable):
Business / Trading Name (if applicable):	ABN (if applicable):
Drivers Licence Number (Sole Traders / Consumers only):	Date of Birth (Primary / Sole Trader / Consumer):

SECTION 3: CUSTOMER DETAILS (primary business or residential address, and contact information):

Street Address. Please include unit/suite number (if applicable) and street number, name, and type. (Must not be a PO Box):		
Suburb:	State:	Postcode:
Primary Contact Name:	Position:	
Phone:	Fax:	Mobile:

SECTION 4: SPECIFIED SERVICE

Fixed line telephone service Fixed line internet service

WHAT IS THE CUSTOMER SERVICE GUARANTEE?

The Telecommunications (Customer Service Guarantee) Standard 2011, made under Part 5 of the Telecommunications (Consumer Protections and Service Standards) Act 1999 ("Act") covers the supply of standard fixed-line telephone services, including voice grade services and some other services used to access the internet or for fax machines ("Standard"). The Standard sets out minimum levels of service that must be met in respect of connecting a service, repairing a fault or service difficulty and attending appointments with customers. It also applies to call features such as call waiting, call forwarding, call barring, calling number display and calling number display blocking.

WHAT ARE THE MINIMUM LEVELS OF SERVICE?

Maximum time frames for connecting services readily accessible to existing telecommunications infrastructure

Connection type	Community location	Community size (no. of people)	Connection time (after receipt of customer's application)+
In-place connection	All	All	within 2 working days
No in-place connection (close to available infrastructure)	Urban	Equal to or more than 10,000 people	within 5 working days
	Major rural	Between 2,500 and 10,000 people	within 10 working days
	Minor rural and remote	Up to 2,500 people	within 15 working days

+ If a customer's provider makes a commitment to connect in less time than outlined in the above table, the reduced period becomes the connection time.

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Maximum time frames for repairing faults

Once reported by the customer, faults must be repaired within the time frames outlined in Table 2.

Community location	Community size (no. of people)	Repair time
Urban	Equal to or more than 10,000 people	End of next working day after report
Rural	Between 200 and 10,000 people	End of second working day after report*
Remote	Up to 200 people	End of third working day after report*

* In certain circumstances (for example, where the fault can be repaired by the provider without attending the customer's premises), the fault repair period is the end of the next working day after report.

Maximum time frames for appointments

If a provider makes an appointment with a customer for connecting or repairing a service, then the appointment period must be no longer than five hours. The provider must keep this appointment unless it gives the customer reasonable notice. Table 3 outlines the criteria for when appointments are officially missed.

Appointment period	Definition of missed appointment
Four hours or less	Does not attend within 15 minutes of the appointment period#
Between four and five hours	Does not attend within the appointment period#

An extra 45 minutes is allowed where the provider must travel long distances for an appointment at a premises in a community of under 2,500 people.

When do the Minimum Levels of Service Not Apply?

In certain circumstances, the minimum levels of service do not apply. These include situations where a customer accepts a provider's offer to supply an interim or an alternative phone service or a customer refuses a reasonable offer of an interim or an alternative service. Providers are not required to meet the minimum levels of service—during the period of a claimed exemption—where there are circumstances beyond their control, such as when natural disasters or extreme weather conditions cause mass disruptions of services. It also does not apply if you have more than five telephone services.

What Compensation is Available under the Standard?

If the minimum levels of service apply and are breached, the current levels of compensation are:

Customer type	Services delayed	Compensation for first 5 working days (per working day)	Compensation after first 5 working days (per working day)
Residential/ Charity	Connection or repair of standard telephone service	\$14.52	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$7.26	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$14.52	\$48.40
	Not keeping an appointment	\$14.52 for each missed appointment	
Business	Connection or repair of the standard telephone service	\$24.20	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$12.10	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$24.20	\$48.40
	Not keeping an appointment	\$24.20 for each missed appointment	

What benefit do I receive if I waive my rights?

If you waive your rights under the Standard, we will be able to connect your premises to the fibre network. The utilisation of the fibre network instead of a copper network is expected to deliver a significant service benefit to you in the form of superior network technology which can be utilised to deliver fixed line telephony and/or fixed internet services to your premises. Additionally, as the copper network will be gradually decommissioned over time and replaced with fibre, if you do not agree to waive your rights, we may not be able to supply, or continue supplying, a fixed line telephone and fixed internet service to you over a copper network.

What happens if I waive my rights under the Standard?

If you waive your rights under the Standard, you will not be entitled to receive compensation if a provider fails to meet the minimum levels of service required by the Standard. In this case, you will not be entitled to receive compensation under the Standard in respect of any outage caused by the provisioning or migration of the fixed line telephone and/or fixed internet services at your premises onto the fibre network.

Where can I get further information?

For further information and useful fact sheets about the Standard, visit the website of the Australian Communications and Media Authority at <http://www.acma.gov.au>.

ACKNOWLEDGEMENT

I acknowledge that I have read this form and understand my rights under Part 5 of the Act and the Standard. I agree to wholly waive the protection of my rights under Part 5 of the Act and the Standard in relation to fixed line telephone and fixed internet services that are supplied or are offered to be supplied to me.

Customer Name (authorised company representative):	Customer Signature (authorised company representative):	Date:
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