

Fixed Voice Service Schedule

1. About this document

This Service Schedule forms part of your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

2. Dictionary and Glossary of Terms

The expression:	Definition:
3 Way Conference	<p>a Value Added Service that may allow you to place a telephone call on hold, make a second telephone call and join the two telephone calls to establish a three (3) way conference call.</p> <p>Normal call charges may apply to telephone calls made by you in connection with the 3 Way Conference.</p> <p>Call Waiting may not be available during a 3 Way Conference.</p>
Basic Telephone Service	<p>a Standard Telephone Service as in the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth), provided to you on the terms and conditions set out in this Contract.</p>
Call Barring	<p>a Value Added Service that may allow you to block specified types of telephone calls to originate from your Basic Telephone Service.</p> <p>You may use Call Barring to prevent calls to Premium Services.</p>
Call Control	<p>a Value Added Service that may allow you to prevent specified types of calls from being made from your Basic Telephone Service.</p>
Call Forward Busy	<p>a Value Added Service that may allow you to forward calls placed to your Basic Telephone Service to another number (either preset or set by you) when your Basic Telephone Service is busy.</p>
Call Forward Immediate	<p>a Value Added Service that may allow you to forward calls placed to your Basic Telephone Service to another number (either preset or set by you), whether or not your Basic Telephone Service is busy.</p>
Call Forward No Answer	<p>a Value Added Service that may allow you to forward calls placed to your Basic Telephone Service to another number (either preset or set by you) in circumstances where the call is not answered within a specified number of rings.</p>
Call Hold	<p>a Value Added Service that may allow you to place an active call on hold.</p>

Call Return	<p>a Value Added Service that may allow you to determine the telephone number of the most recent unanswered call placed to your Basic Telephone Service. You may then be given the option to automatically return that call.</p> <p>Normal call charges may apply to calls returned by you in connection with the Call Return feature.</p> <p>Call Return may not be available if (without limitation):</p> <p>(a) the most recent unanswered call placed to your Basic Telephone Service originated from a private or blocked telephone number; or</p> <p>(b) you have an ISDN service or Line Hunt is active.</p>
Call Waiting	<p>a Value Added Service that may allow you to be alerted during a call if someone has placed a call to your Basic Telephone Service at that time.</p> <p>Depending on your Service, you may be able to place your active call on hold and answer the second incoming telephone call and switch between those two (2) calls.</p>
Calling Line Identification or CLI	<p>a Value Added Service that may allow a person to whom a fixed line voice telephone call from your Basic Telephone Service to determine the telephone number of your Basic Telephone Service.</p> <p>Calling Line Identification will not apply if Calling Line Identification of outgoing calls made from your Basic Telephone Service is withheld or blocked.</p>
Calling Number Display	<p>a Value Added Service that may display the telephone number of an incoming telephone call made to your Basic Telephone Service.</p> <p>Calling Number Display may not be available if (without limitation):</p> <p>(a) you do not have a compatible handset; or</p> <p>(b) the telephone call originates from overseas, from a Silent Number or from a telephone number that is subject to CLI withholding or blocking.</p>
Commencement Date	<p>the date on which your Fixed Voice Service commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)</p>
Contract	<p>as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)</p>
Customer Service Guarantee	<p>the <i>Customer Service Guarantee Standard 2000 (No 2)</i></p>

Fixed Voice Service	a conventional, fixed line telephony service of a kind commonly used in Australia, provided to you in accordance with this Service Schedule.
Holding Over Period	as in clause 11
ISDN	Integrated Service Digital Network
International Call	a fixed line voice telephone call originating from a Basic Telephone Service in Australia and placed to any place outside Australia (including Norfolk Island and Australia's bases in the Antarctic), and expressly includes any reverse charge call that originates from a place outside Australia (including from Norfolk Island and Australia's bases in the Antarctic)
Line Hunt	a Value Added Service that may allow you to add several lines to your Service which from one line to another line until the call is answered. Line Hunt automatically locates the next available line and places the call through that line.
Local Call	a fixed line voice telephone call between Basic Telephone Services where the call originates from a fixed line service in a local charge area and is placed to another fixed line service in that same local charge area (or in some cases in an adjacent charge area) (excluding calls to 13 or 1300, Premium Services and other special numbers, as may be notified to you by us from time to time)
Local Wide Area Calls	calls which are made to an extended local call area.
Message Bank	a Value Added Service that may allow you to set up and maintain a voicemail box in respect of your Basic Telephone Service that enables messages to be left if the call is not answered by your Basic Telephone Service.
Minimum Term	the minimum term of your Fixed Voice Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Mobile Call	a fixed line voice telephone call to an Australian mobile phone (being a cellular phone service provided in Australia, excluding Norfolk Island and Australia's bases in the Antarctic) and excluding satellite calls.
National Long Distance Call	a fixed line voice telephone call between Basic Telephone Services within Australia which is not a Local Call.
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party.
Premises	means the physical place from which your Fixed Voice Service is or will be primarily used or where the majority of the Equipment to be used in connection with your Fixed Voice Service is contained.

Premium Services	as in clause 12(a)
Preselection	the ability to (in respect of individual calls, call types or other preselectable services that we may advise you of from time to time) designate an alternative provider to provide a particular telephony service (for example, you may, subject to clause 6 of this Service Schedule, preselect to use another provider in respect of International Calls)
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time.
Silent Number	a Value Added Service that may allow you to withhold your telephone number in respect of your Basic Telephone Service from publication in a telephone directory or from being made available through a directory assistance service.
Telecommunications Numbering Plan	the Telecommunications Numbering Plan 1997
Value Added Services	any Service (or part of a Service) that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether any Service (or part of a Service) that is our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title) designated by us from time to time in a list of Value Added Services that may be available in connection with your Fixed Voice Service is set out in clause 5 below.

Capitalised terms which appear in this Service Schedule and are not defined in this clause 2. may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.

3. This Service: Overview

- (a) We agree to provide this Fixed Voice Service to you on the terms and conditions set out in this Contract.
- (b) This Fixed Voice Service may provide you with (amongst other things):
 - (i) a Fixed Voice Service telephone number;
 - (ii) an ability to place Local Calls, National Long Distance Calls, Mobile Calls and International Calls (unless otherwise agreed by the parties); and
 - (iii) Valued Added Services.

4. Term

- (a) For the avoidance of doubt, the term of your Fixed Voice Service commences on the Commencement Date and continues for the Minimum Term and any Holding Over Period, unless terminated earlier in accordance with this Contract.

(b) If you do not provide us with notice in writing (in such form as we may reasonably require from time to time) that you do not intend to renew this Service at or prior to the expiry of the Minimum Term, this Service will continue on a month-to-month basis, on substantially the same terms and conditions ("**Holding Over Period**")

5. Value Added Services

(a) Where available in connection with your Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your Service may include the following Value Added Services:

- | | |
|------------------------------|-----------------------------------|
| (i) 3 Way Conference; | (viii) Line Hunt; |
| (ii) Call Barring; | (ix) Call Waiting; |
| (iii) Call Control; | (x) Call Hold; |
| (iv) Call Forward Busy; | (xi) Calling Line Identification; |
| (v) Call Forward Immediate; | (xii) Silent Number; |
| (vi) Call Forward No Answer; | (xiii) Message Bank; and |
| (vii) Call Return; | (xiv) Calling Number Display |

(b) The list of Value Added Services set out in clause 5(a) of this Service Schedule may vary from time to time and we may add, remove or vary the Value Added Services. Where we reasonably believe that an addition, removal or variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

TCP Customers: Clause 5(b) of this Service Schedule is subject to Clause 47 of Part C (General Terms) of your Contract.

(c) You expressly acknowledge and agree that the following services are not available to you as part of, or in connection with, this Service:

- | | |
|---|---|
| (i) Local Wide Area Calls; or | (v) capped local data; or |
| (ii) pensioner concessions or discounts; or | (vi) such other services that are not expressly provided for in this Service Schedule or as we may notify you from time to time as unavailable. |
| (iii) other carrier special rates; or | |
| (iv) free Message Bank or ISDN; or | |

(d) If you currently receive the services set out in clause 5(c) of this Service Schedule or similar services, you expressly acknowledge and agree that you may no longer be entitled to receive those services (or any part thereof) if you transfer your Basic Telephone Service to us.

(e) Whether you are entitled to, or are able to use, a given Value Added Service depends on a variety of factors, such as the details of your Plan, Service and any Equipment that you use in connection with your Service (such as handsets).

(f) Without limiting clause 40 of the Customer Terms of your Contract and subject always to clauses 34 to 39 of the Customer Terms of your Contract, you agree that you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:

- A. the fitness of a given Value Added Service for the purpose that you require; and

B. any minimum Equipment, Service or other requirements of a given Value Added Service.

- (g) Fees and charges may apply to subscribe to, activate or use a given Value Added Service, including activation fees, monthly access and single use fees. Details of those fees and charges are set out in our Schedule of Fees and Charges, by which you are bound.

6. Preselection

- (a) You expressly acknowledge and agree that it may be a condition of some Plans or Services (or parts of a Plan or Service) that you maintain Preselection in favour of us in respect of certain call types and Services that we may notify you of from time to time.
- (b) If you do not maintain Preselection in favour of us in the circumstances required by clause 6(a), you may incur fees and charges. Details of such fees and charges are set out in our Schedule of Fees and Charges, by which you are bound.

7. Connection of your Service

- (a) We may charge you a 'once off' fee in respect of the connection or reconnection of the Basic Telephone Service. The extent of that fee depends on the type of connection or reconnection required and the work required to be undertaken in connection with the connection or reconnection of the Basic Telephone Service.
- (b) The connection or reconnection fee may vary, depending on a number of factors, including, amongst other factors:
 - (i) whether or not a Basic Telephone Service has previously been connected at the relevant Premises;
 - (ii) whether we are required to arrange for a technician or other Personnel to attend the relevant Premises; and
 - (iii) whether any cabling work (or other work in connection with establishing the infrastructure required to support the requested Service (or any part thereof)) is required.
- (c) Once your application for this Service is approved by us (which approval may, to the maximum extent permitted by Law, be granted or withheld in our sole and absolute discretion, and where approval is granted, be granted on such terms and conditions as we require), the connection or reconnection of the Basic Telephone Service will occur within the timeframes required by the Customer Service Guarantee (if applicable to you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

Connection type	Community location	Community Size (no. of people)	Connection time (after acceptance of customer's application)
Not readily accessible to cabling	All	All	we will endeavour to connect the Basic Telephone Service within twenty (20) Business Days of the acceptance of your application
In-place connection	All	All	within two (2) Business Days

No in-place connection (reasonably close to available)	Urban	Equal to or more than 10,000	within five (5) Business Days
	Major rural	Between 2,500 and 10,000	within ten (10) Business Days
No in-place connection (reasonably close)	Urban	Equal to or more than 10,000	within five (5) Business Days
	Major rural	Between 2,500 and 10,000	within ten (10) Business Days
	Minor rural Remote	Up to 2,500	within fifteen (15) Business Days

- (d)** The timeframes required by the Customer Service Guarantee CSG (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are beyond our control. In circumstances where the CSG does not apply to you, we will endeavour to connect or reconnect the Basic Telephone Service within a reasonable period of time.
- (e)** You acknowledge and agree that if you are currently with another provider in respect of your Basic Telephone Service and you require us to transfer your Basic Telephone Service to us, it may take between four (4) to ten (10) Business Days for us to complete that transfer. You further acknowledge and agree that ISDN connection timeframes may vary.
- (f)** Further information in respect of the CSG may be obtained by contacting the Australian Communications and Media Authority.

8. Local Number Portability

- (a)** The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.
- (b)** You expressly acknowledge and agree that:
- (i) you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and
 - (ii) you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Contract and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

9. Transfer of Basic Telephone Service to Us

- (a)** You acknowledge and agree that if you have requested to transfer your Basic Telephone Service to us from your supplier, you:
- (i) authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;
 - (ii) authorise your current supplier to transfer the services that you have requested that we provide (such as Local Calls, International Calls, Mobile Calls and the like);

- (iii) will cooperate with us in good faith in respect of completing the transfer (including providing us with access to the relevant Premises);
- (iv) may be liable to pay your current supplier fees and charges (including, without limitation, early termination fees, disconnection fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar fees and charges;
- (v) may experience exclusions, limitations and restrictions in respect of your Basic Telephone Service for reasons that are outside our reasonable control (such as, without limitation, any restrictions that are imposed by your current supplier, outages and matters in connection with the required infrastructure for a Service);
- (vi) are only entitled to the Services (and components of that Service) as set out in this Contract and on the terms and conditions set out in this Contract (including in our Schedule of Fees and Charges by which you are bound) and by transferring to us, you may no longer be entitled to incentives and benefits such as discounts, concessions and the like; and
- (vii) must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

10. Transfer of Basic Telephone Service from Us

- (a) You acknowledge and agree that if you have requested to transfer your Basic Telephone Service from us to another supplier:
 - (i) the request may be treated by us as a termination of your Fixed Voice Service and/or Contract by you;
 - (ii) you may incur fees and charges in connection with that transfer (including, without limitation, an Early Termination Fee and any outstanding fees and charges) and you are liable to pay those fees and charges to us;
 - (iii) any monies that we claim are owing to us in connection with this Contract will become a debt that is immediately due and payable to us;
 - (iv) where permitted by the Telecommunications Numbering Plan, you may be able to port your telephone number from us to another supplier (subject at all times to any right that we may have under any Law or this Contract to recover that telephone number from you); and
 - (v) you must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

11. Early Termination Fees

- (a) The method of calculating the Early Termination Fee is set out in the terms and conditions of your Plan or available by contacting us on 1300 558 888.
- (b) You acknowledge and agree that the Early Termination Fee is a genuine pre estimate of our loss that arises as a result of the termination of your Fixed Voice Service (or part thereof).

12. Premium Services

- (a) In accordance with Part 9A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* and the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*, we are required to provide you with the following information:

(i) A Premium Service is (definitions of the component words below are set out in the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*):

- A.** a carriage service supplied by way of a call to a number with an eligible prefix; or
- B.** a content service supplied by way of a call to a number with an eligible prefix; or
- C.** a public mobile telecommunications service that enables an end-use to access a proprietary network.

(ii) A Premium Service is typically a content service that is connected with the following:

- A.** competitions; or
- B.** chat services; or
- C.** horoscopes; or
- D.** age-restricted content and sex services; or
- E.** news, sports and weather updates; or
- F.** music and video clips; or
- G.** voting; or
- H.** directory services; or
- I.** gambling services; or
- J.** financial information.

(iii) There are significant financial risks associated with Premium Services and calls to Premium Services typically attract significant call rates (for example, \$4.95 per minute). The cost of a Premium Service will typically appear on your telephone account and you will be liable to pay those costs. Some Premium Services may be addictive (such as age-restricted content and gambling services) and in view of the significant call rates, calling a Premium Service may present a significant financial risk to you (including the risk of bankruptcy or insolvency or other financial hardship).

(iv) In order to minimise your financial exposure to Premium Services, you may contact us to bar telephone calls from your Basic Telephone Service to some or all Premium Services. Alternatively or additionally, you may take steps to ensure that only persons that are authorised by you have access to your Basic Telephone Service or that the use of your Basic Telephone Service is monitored or restricted.

(v) If you are the account holder, you will generally be liable to pay any account of ours which may bear charges in respect of, or in connection with, the Premium Services.

(vi) If you have a complaint in respect of any Premium Service, you may contact:

- A.** us, your supplier on 132 777;
- B.** the Telecommunications Industry Ombudsman on 1800 062 058 - the Telecommunications Industry Ombudsman is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet service; and

- c. the Australian Communications and Media Authority on (03) 9963 6984 – the Australian Communications and Media Authority is a government agency responsible for the regulation of broadcasting, the internet, radio communications and telecommunications.

13. Service Outages

- (a) We may, from time to time, perform maintenance work that may affect your Fixed Voice Service. Any disruption caused to your Fixed Voice Service will not constitute a breach of our obligations under this Contract.
- (b) Where possible, we will exercise our reasonable endeavours to perform maintenance work at such time to minimise a disruption to your Fixed Voice Service.

14. Faults

- (a) If you experience any fault in respect of this Service, you must report that fault by contacting our Customer Service Centre on 132 777.
- (b) Once your fault is logged by us, the fault will be attended to within the timeframes required by the CSG (if applicable to you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

Community location	Community Size (no. of people)	Repair Time (after the fault is logged)
Urban	Equal to or more than 10,000	end of next Business Day
Rural	Between 200 and 10,000	end of second Business Day*
Remote	Up to 200	end of third Business Day

* In certain circumstances (for example, where the fault can be repaired without attending the relevant Premises), the fault repair period is the end of the next Business Day after the fault is logged.

- (c) The timeframes required by the CSG (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are beyond our control. In circumstances where the CSG does not apply to you, we will endeavour to rectify the fault within a reasonable period of time.
- (d) Further information in respect of the CSG may be obtained by contacting the Australian Communications and Media Authority.

15. Acceptable Use Policy

- (a) Commander offers a number of Plans that are covered by the Acceptable Use Policy. The Acceptable Use Policy is designed to ensure that Commander can effectively manage its network, comply with upstream supplier requirements, and meet the supply needs of all customers.
- (b) The policy is available on the Commander website or available from customer service.

16. Your Welcome Pack

- (a) Please refer to your Fixed Voice Welcome Pack for all your account management contacts and support numbers.

(b) In the event of any inconsistency between this Service Schedule and your Fixed Voice Welcome Pack, this Service Schedule prevails.

The remainder of this document is intentionally left blank.

