Agreement Terms

Supply of broadband services

Australian Capital Territory
New South Wales
Northern Territory
Queensland
South Australia
Tasmania
Victoria
Western Australia

Thanks for choosing us
July 2024

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Introduction

1.1 Terms and Conditions

This is a Standard Form of Agreement as per Part 23 of the Telecommunications Act.

It applies to Origin providing a service to you, except when we agree in writing that different terms will apply.

If you obtain a Service from us, you do so in accordance with the terms and conditions in this agreement and associated documents (see "structure of your agreement" below).

This agreement applies to residential and small business customers.

1.2 Structure of your agreement

Your agreement with us includes:

(a) your application;

(b) the Critical Information Summary;

(c) these general terms;

(d) the payment schedule;

(e) the Direct Debit Service Agreement; and

(f) our Acceptable Use Policy.

1.3 Order of Precedence

Unless expressly stated otherwise, the order of precedence between the various parts of our Agreement will be resolved in favour of the document appearing earlier in the list stated in **Clause 1.2** above.

1.4 Customer Assistance

If you need help or more information, please contact us on 1300 980 711 from 8am-11pm AEST Monday to Sunday. Customers can also use our MyAccount app to lodge support requests.

If you have a hearing or speech impairment you may wish to contact the National Relay Service (NRS) on 133 677 from anywhere in Australia. For language assistance, contact the Translating & Interpreting Service (Connecting Now) on 1300 137 427 from anywhere in Australia.

Definitions and interpretation

2.1 Definitions

The following definitions apply unless the context requires otherwise:

Acceptable Use Policy or Fair Use Policy means our policy which applies to your use of the Service, a copy of which is accessible on our website;

ACMA means the Australian Communications and Media Authority (www.acma.gov.au);

Agreement or our Agreement means the agreement between you and us for the Service;

Application means an application made by you for the provision of Services by us, either by:

(a) a form (online or printed), approved by us; or

(b) a telephone application with us

Approved Purposes means:

(a) providing directory assistance services;

(b) providing operator services or operator assistance services;

(c) publishing and maintaining public number directories;

(d) providing location dependent carriage services;

(e) the operation of emergency call services or assisting emergency services under Part 8 of the Telecommunications (Consumer Protection and Service Standards) Act 1999;

(f) assisting enforcement agencies or safeguarding national security under the Telecommunications Act, the Telecommunications (Interception and Access) Act 1979 or any other applicable legal requirement;

(g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database (**IPND**) against the information the data provider holds;

(h) undertaking research of a kind specified in the Telecommunications (Integrated Public Number Database – Permitted Research Purposes) Instrument 2017;

(i) assisting the ACMA, or its nominee, to verify the accuracy and completeness of information held in the IPND;

(j) meeting our obligations to any Government Agency (for example, the Australian Tax Office); and

(k) any other purposes where permitted or required by the Telecommunications Act or any other applicable laws;

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

Business day means Monday to Friday, excluding days which are public holidays in the place where the Services are to be provided;

Business hours means 9.00 am to 5.00 pm Monday to Friday (AEST), excluding days which are public holidays in the place where the Services are to be provided;

Broadband means a high capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional dial-up;

Claim includes any debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising under or in connection with this agreement or its subject matter and whether present or future, fixed or unascertained, actual or contingent, arising under contract, tort (including negligence), under statute or otherwise;

Commercial Credit has the meaning given in section 6 of the Privacy Act;

Consequential Loss means loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any increased operating costs suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute, any other form of consequential, special, indirect, punitive or exemplary loss or damages and any third party loss;

Consumer Guarantee means a guarantee referred to in **Clause 13.4**, as more fully described in the Australian Consumer Law;

Credit Reporting Agency has the meaning given in section 6 of the Privacy Act;

Critical Information Summary (CIS) means the document forming part of the agreement describing the Service and setting out specific terms and conditions for that Service;

CSG has the meaning given in **Clause 13.3**;

Customer means the current account holder for a Service supplied by Origin. Note that customers under the age of 18 require this agreement to be co- signed by an adult as guarantor.

Customer equipment means any equipment or facility in your possession, ownership or control;

Direct Debit Service Agreement means the terms and conditions under which we are authorised to debit funds from your bank (or other financial institution) account, a copy of which is accessible on our website;

Due Date, unless otherwise agreed, means 10 business days after an invoice is issued or if relevant, the date otherwise specified on an invoice as the due date;

Early Termination Fee means the fee payable (if any) in accordance with **Clause 4.10**, calculated in accordance with your Application, the relevant Critical Information Summary and the Payment Schedule;

Equipment unless otherwise specified, means purchased equipment;

Facilities has the meaning given in the Telecommunications Act;

Fee(s) means a fee payable for a Service as set out in the application, the payment schedule or the relevant Critical Information Summary and any other amount payable by you in accordance with the terms of our agreement;

Fixed Term has the meaning given in **Clause 3.6**;

Force Majeure Event means an event that is beyond our reasonable control, including acts of God or natural disasters, fire, lightning, explosions, flood, subsidence, insurrection, civil disorder or military operations, war, terrorism, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, strikes, lockouts or other industrial disputes of any kind, or an act or omission of any government agency or an act or omission of any third party (including any third party supplier) where the act or omission is caused by an event or circumstance outside that third party's reasonable control (including any of the things mentioned in this definition);

Government Agency means any Commonwealth, State or local or foreign government, government authority or semi-government authority (including a judicial body) that has legal power to require another person to act or not act in a particular way or to authorise a particular act, including a minister responsible for administering Part XIB or XIC of the Competition and Consumer Act 2010 (Cth), the Telecommunications Act, the ACMA or the Australian Competition and Consumer Commission;

GST has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Internet means the world wide connection of computer networks which provides a number of services to users, including the transmission of electronic mail, provision of information on the world wide web and transfer of files;

Internet access means being able to access the Internet such that data can be transferred to and from the user's computer;

Interruption in the supply of a Service, means a delay in supplying, a failure to supply or an error or defect in the supply of, that Service;

Law means Commonwealth, State, or local legislation, judicial, administrative, or regulatory decrees, judgments, awards or orders, binding industry codes and all common laws and equity;

Our network means the infrastructure used and/or maintained by us or our third party suppliers to provide you with your service. Our network does not include the computer networks that make up the internet;

Personal Information means any information or document referred to in section 276(1) of the Telecommunications Act and any personal information within the meaning given in section 6 of the Privacy Act;

PPSA means the Personal Property Securities Act 2009 (Cth);

Privacy Act means the Privacy Act 1988 (Cth);

Purchased equipment has the meaning given in **Clause 11.1**;

Residential customers means a customer who acquires a telecommunications product for the primary purpose of personal or domestic use and not for resale;

Service means the service requested by you in your application and as described in it and any other documents forming the agreement, including any related goods and ancillary services provided to you by us in connection with that service;

Service cancellation fee means the fee payable (if any) in accordance with **Clause 12.2**, calculated in accordance with your application, the relevant Critical Information Summary and the payment schedule;

Service Restriction means:

- Internet speed limited to 1:1 Mbps
- VoIP limited to calling emergency services and Origin
- Mobile calls to emergency services only

Shaping means a reduction in the speed of a broadband service

Small business customer means a customer with a business ABN requiring standard plan Services rather than quoted Services

Spam – unsolicited electronic messages with an "Australian Link", as per the Spam Act 2003;

Taxable Supply has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Telecommunications Act means the Telecommunications Act 1997 (Cth);

Third party supplier means a third party supplier from whom we acquire wholesale services that form all or part of the Service we provide to you;

Website means www.origin.com.au;

we, our or **us** means Origin Energy Retails Limited, ABN 22 078 868 425;

you or **your** means the current account holder for the Service.

2.2 Interpretation

Unless we say otherwise:

(a) a reference to a person includes a reference to a corporation, an association, joint venture, an unincorporated body, partnership, government or local authority or agency or other entity;

(b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(c) the singular includes the plural and vice versa;

(d) a reference to any gender includes a reference to all other genders;

(e) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;

(f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(g) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally;

(h) a reference to a recital, clause, paragraph, schedule or annexure is to a recital, clause or paragraph of, or schedule or annexure to, these General Terms, and a reference to these General Terms includes any schedule or annexure;

(i) a reference to dollars and $ is to Australian currency;

(j) headings are inserted for convenience only and do not affect the interpretation of the agreement; and

(k) specifying anything in the agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless we expressly say so.

Providing the Service

3.1 Service availability

Subject to your rights under the Australian Consumer Law, we aim to provide, but cannot guarantee, a continuous service free of any Interruptions. You are aware that we may rely on third party suppliers for supplying the Service to you and that circumstances beyond our control may cause interruptions to the Service from time to time. Our liability to you for any interruption to a Service is limited in accordance with **Clause 13.2**.

3.2 Maintenance and fault restoration

Subject to your rights under the Australian Consumer Law and to the maximum extent permitted by law, we are not obliged to restore any fault with a Service that is caused by:

(a) damage due to causes external to the facilities used by us and/or our third party suppliers to provide the Service (eg, damage to customer equipment, loss of power supply etc);

(b) interference (eg, electrical or other external interference; customer or third parties tampering with equipment);

(c) a Force Majeure Event; or

(d) planned outages.

3.3 Training

We are not responsible for training you in the use of the Service.

3.4 Technical support

(a) We will provide technical support services as described on our website at 1300 980 711.

(b) We are not responsible for, and may not be able to provide support for, any fault caused by:

  (i) any customer equipment;

  (ii) the interaction of the Service with third party software packages used by you;

  (iii) the inability to gain wireless connectivity from your wireless access point/router to your computer; or

  (iv) services provided by any third party supplier or carrier (other than our third party suppliers).

3.5 Start of agreement

(a) Our agreement starts when we accept (at our sole discretion) your application and continues until terminated in accordance with our agreement.

(b) When you request us to supply the Service to you, which may be made using our application forms (either online or printed) or by telephone, we decide whether to accept your application and to supply the Service to you based on a variety of factors including:

  (i) your eligibility for the Service;

  (ii) its availability to you;

  (iii) you meeting our credit requirements; and

  (iv) your prior conduct or history with respect to any previous supply by us or a reseller of any goods or service to you.

3.6 Application

These general terms do not apply to the extent that we have agreed on different conditions with you. In particular, the application which you completed in order to receive the Service and the Critical Information Summary relating to your required Service may provide different terms. For example, you may be required to receive the Service from us for a minimum or fixed term that is greater than a month to month period ('Fixed Term'). In such cases, your application and any applicable Critical Information Summary will state the specific details of the term that applies.

3.7 Third party suppliers

You agree that we may use third party suppliers for the provision of the Service to you.

3.8 Changing our agreement

(a) During the term of our agreement, we may need to change the terms of our agreement due to circumstances beyond our control, including changes in law, urgent changes required for security reasons, changes by one of our third party suppliers of the terms on which they supply services to us or to the functionality or nature of a service or its underlying technology. We are therefore not always able to provide you with ongoing supply of a Service on the same terms and conditions that existed when we first commenced providing that Service to you.

(b) In addition to changes which we are required to make due to circumstances beyond our control, we may elect to make changes for our own purposes during the term of our agreement. Any changes we elect to make pursuant to this **Clause 3.8(b)** will take effect for your Service in accordance with **Clauses 3.9** and **3.10** below.

(c) You acknowledge and agree that:

  (i) in accordance with **paragraphs (a)** and **(b)**, from time to time the nature of the Service and the terms on which we supply the Service to you may change; and

  (ii) if we elect to change those terms we will give you notice in accordance with **Clauses 3.9** and **3.10** below.

3.9 Your Rights if we change the agreement

(a) Subject to the exceptions permitted by **Clause 3.10**, if we make any changes which will be detrimental to you or are required to do so by law we will give you notice of any changes we propose to make to our agreement, including these general terms, at least 21 days before the date that those changes are to take effect.

(b) Subject to the exceptions permitted by **Clause 3.10**, if the changes we propose to make will cause more than a minor detriment to you then you may immediately cancel the affected Service without incurring any early termination fee or penalty (provided that we can recover any outstanding fees incurred up to the date on which our agreement ends and any outstanding amounts that cover installation costs or equipment where such equipment can be used in connection with services provided by other suppliers), by giving us notice in writing to that effect within 42 days of the date of the notice referred to in **paragraph (a)** above.

(c) If the date on which you give notice to us to cancel the Service in accordance with **paragraph (b)** occurs after the date of the change to our agreement, the change will not apply to you. We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the change to our agreement, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us. Upon cancellation of the Service due to a change to our agreement that has more than a minor detrimental impact on you, the charge for costs of equipment that we have provided to you and that you have not paid for will be owed by you as a lump sum and payable by the relevant due date.

(d) You acknowledge and agree that if you do not give notice to us within the 42 day period referred to in paragraph (b), you are deemed to have accepted our changes from the date those changes are to take effect and that our agreement, as amended by those changes, will govern the relationship between you and us from that date.

3.10 Exceptions

You acknowledge and agree that our obligation to give you 21 days' notice of our proposed changes and to afford you a right to terminate our agreement in accordance with **Clause 3.9** will not apply in relation to:

(a) urgent changes we are required to make by law, for security reasons or technical reasons necessary to protect the integrity of our network;

(b) the introduction of a new fee or an increase in an existing fee due to an additional tax or levy imposed by law (where it is fair and reasonable for us to pass that on to you);

(c) the introduction of a new fee or an increase in existing administrative fees for ancillary services such as credit card transaction fees (provided we have offered you a reasonable alternative at the same or lesser cost to the original fee); and

(d) increases in fees due to increases imposed on us by other suppliers (including third party suppliers) for the following types of services and charges:

    (i) international carriage services (including for voice and data) the current fees for which are available via our website; and

    (ii) content and premium services (including 1900 prefix services) which we resell to you from a third party, including where we collect fees from you on behalf of that third party.

Where practicable to do so, we will give you reasonable notice of the changes referred to in this **Clause 3.10** in accordance with the notice provisions of **Clause 17.1**.

Fees for the Service

4.1 Fees

(a) You are liable to pay all fees arising out of the use of the Service that we provide to you, whether that use was by you or any other person with or without your consent.

(b) If a Service is used to access the facilities or services of another supplier, amounts charged by that other supplier are, unless our agreement specifies otherwise, your responsibility. If we are charged those amounts we may include them in the fees.

4.2 GST

Unless expressly stated otherwise, all amounts payable by you under or in connection with our agreement are inclusive of GST. If GST is payable on a taxable supply made to you, the amount payable by you for that taxable supply will be the amount expressed in our agreement or the relevant document connected with our Agreement.

4.3 Invoicing

(a) We will provide an invoice for the Service on the date that your connection becomes active and each month thereafter.

(b) If you have a direct debit in place for any Service, your credit card or bank account will be debited on the due date.

(c) Monthly fees (if applicable) are billed in advance and any applicable usage or excess usage charges are billed in arrears.

(d) Any applicable connection fees and additional hardware, where possible, will be billed on your first invoice.

(e) We may invoice you for the Service, plus any applicable GST. We may vary invoice frequency upon giving you reasonable notice. All portions of your use of the Service are charged for and unused allocations are not transferable or refundable. We reserve the right to reissue an invoice if any error in the amount shown as owing on the invoice is subsequently discovered.

(f) We may issue an interim bill in the following circumstances:

(i) you change your existing plan;

(ii) you request a new Service to be connected;

(iii) you relocate an existing Service;

(iv) you request to be invoiced for any 'unbilled' charges;

(v) we have reasonable grounds to believe that you may be a credit risk; or

(vi) as otherwise agreed with you.

(g) We will refund or credit any overpayment due to a variation in the fees or cancellation of a Service. If we have undercharged you, you will be liable for any underpayment.

4.4 Calculation of fees

Fees are calculated by reference to data recorded or logged by us. Records held by us will be conclusive evidence of the usage of your Service and charges payable by you.

4.5 Time for payment

All fees must be paid in full by the due Date.

4.6 Methods of payment

(a) Payment for Services must be made by credit card standing authorisation or direct debit.

(b) We reserve the right to charge you for any fees that we incur from, or must pay to, your bank. If there is any payment discrepancy or disagreement about bank charges applied, you should contact us before your bank and we will try to resolve the issue. If you contact your bank and we incur a bank feeas a result, we reserve the right to pass this fee on to you.

(c) If your preferred payment method is initially declined, we reserve the right to continue to attempt to take payment for up to 10 business days after the initial due date.

4.7 Service restriction for non-payment

We reserve the right to:

(a) physically disconnect the Service if fees or any other amount payable by you remains unpaid 21 days after the applicable due date (unless we have received written notice from you of a legitimate dispute of those fees or other amount prior to the due date and that dispute remains unresolved); and

(b) restrict the Service if you fail to pay the outstanding amount in full within 5 business days after we give you a notice demanding payment of the fees, which, for the avoidance of doubt, will include any reasonable administrative fees.

4.8 Dishonoured direct debit transaction or credit card authorisation

In addition to any other rights that we have under the agreement in relation to late payment, if an invoice is paid by direct debit or credit card authorisation and the payment is declined by the bank, we reserve the right to pass any bank fee that we incur as a result of the declined or dishonoured transaction on to you.

4.9 Debt recovery services

We may use debt recovery services to recover any outstanding fees (including any administrative fees). You may be liable for any reasonable charges and collection costs, such as legal costs.

4.10 Early termination fee

You may cancel the Service at any time in accordance with **Clause 12.1(a)**. However, if your application records that you have agreed to receive the Service from us for a fixed term and you cancel the Service before the expiry of the f ixed term, you may be liable to pay an early termination fee.

4.11 Refunds and credits

(a) The set-up fee is processed upon the start date for your Service and is non- refundable unless we are unable to provision the Service you have requested.

(b) If your account for the Service is terminated and monies are owed to you by us (for example, for the unexpired portion of any fee paid in advance by you), you agree that we may deduct any outstanding fees on final settlement of your account and state on your final invoice (as applicable) the amount credited to you or the amount you must pay to us.

(c) You may elect to claim a refund for any amount credited on your final invoice or apply the credited amount to another service we may supply to you by notifying us within 90 days of your receipt of the final invoice.

4.12 Prepayment

(a) If, at the time of your application, we have reasonable grounds to believe that you may be a credit risk, we may request that you pay in advance the estimated cost of using the Service for an invoice period. You must disclose to us if you are bankrupt at the time of your application or become bankrupt at any time whilst you are accessing a Service from us.

(b) We may decline your application or cancel, restrict or disconnect the Service if you do not provide the prepayment in advance when requested to do so in accordance with **paragraph (a)**.

(c) If we cancel or disconnect all of the Services, we will return to you that portion of the prepayment that is not required to meet any outstanding fees.

4.13 Disputed invoices

(a) If you dispute an invoice or claim a refund for overpayment of any fees under our agreement you should do so within 5 months of the date of the invoice to which the disputed amount or alleged overpayment relates.

(b) Nothing in this **Clause 4.13** limits your right to issue proceedings in relation to a disputed invoice or alleged overpayment.

4.14 Cancellation, restriction or disconnection for non-payment

(a) If we cancel or disconnect the service for non-payment, you remain liable for all fees and other liabilities incurred before the date of cancellation or disconnection of the relevant service.

(b) If we restrict the service for non-payment, it will continue to accrue regular monthly charges, therefore you will be liable for all fees and liabilities incurred before the date of restriction, as well as ongoing charges and fees until the service is either paid up to date, cancelled or disconnected.

4.15 Set off

Unless we agree in writing, you must pay the fees without any set off, counterclaim or deduction.

Transfer of your service from us to another supplier

5.1 Transfer

If you ask us to transfer any of the services to another supplier, you remain liable to us for any amount payable in relation to the supply of the services up to the date on which we transfer those services to another supplier. You will pay us that amount by the applicable due date.

5.2 Termination of services on transfer

The provision of services ceases on the date on which we transfer your services to another supplier.

5.3 Invoicing

We will endeavour to invoice you for fees incurred in relation to services that you transfer to another supplier within the next normal billing period. If, after that time, we become aware of other reasonable fees or amounts (including fees payable to any other supplier) for those services up to the date of transfer, or we resolve any dispute so that any liability relating to those services is quantified and payable by you, then you will pay us all such amounts within 7 days of your receipt of our invoice for them.

Personal information

6.1 Consent to collection and use

You consent to us obtaining, using and disclosing your personal information for any of the purposes specified in this **Clause 6**. If you choose not to provide all or part of the personal information we request (which will include date of birth), or you provide us with false personal information, we may not be able to provide you with the services, or we may refuse to provide or limit the provision to you of any service or credit.

6.2 Use of personal information

(a) You authorise us to collect, use and disclose personal information (including details of your account and information relating to the use of your service) which you provide to us in connection with the supply to you of the services (including for direct marketing purposes in accordance with **Clause 6.2(e)** below), to our third party suppliers, our agents, debt collectors, credit reporting agencies and our contractors and use that information for the purpose of managing your account or as otherwise necessary to fulfil our obligations under our agreement.

(b) In particular, you acknowledge and agree that we will use your personal information:

(i) to identify you and to assess your application;

(ii) to supply the services and equipment to you (including for investigation or resolution of disputes relating to any services and equipment provided to you);

(iii) to issue you with invoices and to collect fees and any other debts you owe to us in connection with our agreement;

(iv) for the purposes of preventing fraud or any other illegal activity; and

(v) for all other purposes reasonably required to provide the services to you.

(c) You agree that we may disclose your personal information:

(i) to other suppliers for the purpose of enabling us to provide the services and equipment to you (including for the purpose of provisioning services or equipment and providing particulars of calls and call charges to those suppliers for interconnection and invoicing purposes);

(ii) to any other person who provides services to us in connection with the services and equipment we supply to you (including to our resellers, outsourced installation and repair service companies, outsourced billing companies and debt-recovery agencies);

(iii) to credit reporting agencies for the purposes referred to in **Clauses 6.3** and **6.4**;

(iv) if you elect to participate in a loyalty program with us, to other persons with whom we have established or will establish the loyalty program to enable you to participate in it;

(v) to anyone to whom we are permitted to assign or transfer this agreement in accordance with **Clause 16.2**;

(vi) to government agencies, law enforcement authorities and other persons as required by law, including disclosures to the manager of the Integrated Public Number Database (as noted in **Clause 6.2(d)**); and

(vii) to any other person, where you have given us consent to do so.

(d) We are required by law to provide your name, address, telephone service number and other public number customer details to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes. Unless you specify otherwise in your application:

(i) your telephone service number for a fixed or landline service will be recorded as a 'listed number'; and

(ii) your telephone service number for a mobile service will be recorded as an 'unlisted number'.

Unlisted service information is marked and controlled by the manager of the IPND to ensure that it is only used for the relevant Approved Purposes (unlisted numbers or suppressed address listings recorded in the IPND are not available to the general public via public number directories or directory assistance services). You must notify us of any change to your IPND data and you may request changes to the listing status of your service by contacting us on 1300 980 711.

(e) Unless you ask us not to use your personal information for direct marketing purposes, we will use, and disclose your personal information to our related bodies corporate, agents, affiliates, franchisees, resellers, equipment suppliers and any other suppliers of products or services with whom we have engaged in a joint initiative, for the purposes of informing you of other products and services offered by us and by any of these other entities. If we are permitted to use your personal information for direct marketing purposes, you consent to us sending direct marketing information to you:

(i) by post to your address (as listed in our records);

(ii) by email to your email address (as listed in our records);

(iii) on or with the invoices we issue to you for services; and

(iv) by calling you (including by leaving a recorded message) on the telephone number applicable to your service or other contact number that you have specified on your application.

If you do not wish to receive direct marketing in accordance with this **Clause 6.2(e)**, please call 1300 980 711.

6.3 Consent to credit check

(a) Your personal information in our possession, whether collected by us from you or obtained from a third party, may be disclosed by us to a credit reporting agency for the purposes of providing the services to you.

(b) For the purposes of **Clause 6.3(a)**, personal information which may be disclosed by us to a credit reporting agency consists of:

(i) identity particulars such as your name, gender, address (and previous two addresses), date of birth, name of employer and drivers licence number;

(ii) your application for commercial credit (including the amount requested);

(iii) the fact that we are a current credit provider to you;

(iv) information that, in our opinion, you have committed a serious credit infringement, including:

- by conduct which is fraudulent or shows an intention not to comply with your credit obligations;
- an undisputed account is overdue by more than 60 days, where we have started debt collection action against you;
- cheques drawn by you or debits from your bank account or credit card have been dishonoured more than once; and

(v) advice that accounts are no longer overdue in respect of any default that has been listed.

(c) The information specified in **paragraph (b)** may be given before, during or after the provision of credit to you.

6.4 Use of credit report

(a) You agree that a credit report which contains personal information concerning you may be given to us by any credit reporting agency for the purpose of either assisting us to assess your creditworthiness or in collecting payments that are overdue.

(b) You agree that we may disclose a credit report or other report relating to you and any personal information derived from that report, to any other credit provider for any of the following purposes, namely:

(i) the assessment by us or the other credit provider of your creditworthiness;

(ii) the collection by us or the other credit provider of payments that are overdue; or

(iii) the exchange of information between us and the other credit provider for the purposes referred to in **subparagraphs (i)** and **(ii)**.

(c) The information which may be exchanged pursuant to **paragraph (b)** 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.

(d) 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.

6.5 Access to information

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 (once we have verified your request is in good faith). In some cases that will not be possible, in which case, we will tell you why.

6.6 Compliance

To the extent that you provide us with personal information that you have collected or accessed for the purposes of receiving the services, you must:

(a) comply with the Privacy Act;

(b) comply with any reasonable direction that we may give regarding how to comply with any such legislation;

(c) obtain the informed consent of any individual whose personal information you intend to provide to us that allows us to collect, use, disclose and store that information for the purposes of providing you with the services or as otherwise contemplated by our agreement;

(d) notify us of any changes to that personal information of which you become aware;

(e) notify us of any complaint made by an individual in respect of their personal information; and

(f) cooperate with us in the resolution of any complaint alleging a breach of the Privacy Act, a privacy policy or an approved privacy code.

6.7 Records

You must keep sufficient records in respect of personal information that you collect, store, use and disclose pursuant to our agreement to enable us to determine whether you are complying with your privacy obligations under our agreement, and must provide us with access to such records at our request.

Confidentiality

7.1 Confidential information

Each of us retains all rights (including intellectual property) in any information we provide to the other relating to the equipment, the Services or to the provision of the Services which, by its nature or the circumstances of its disclosure to a recipient, is or could reasonably be expected to be regarded as confidential (**confidential information**).

7.2 Protecting confidentiality

Neither of us disclose confidential information of the other to any third party and will not allow any written or electronically recorded confidential information to be copied or disclosed to a third party without consent (unless either of us are required to do so by Law or the information has entered the public domain other than through a breach of confidence). Each of us may also disclose confidential Information to our professional advisers on condition that they also agree to keep the information confidential.

Your obligations

8.1 Compliance

You are responsible for the use of your Service and you will not use your Service other than in accordance with our agreement including our fair use policy, laws, and obligations applicable to the Services and their use.

8.2 Obligations

(a) In providing the Services to you, you agree that we, or a third party supplier, may take any steps deemed necessary in order to comply with the law, industry codes of practice or under direction from a relevant regulatory authority or court order, including:

  (i) intercepting communications made using a Service; and

  (ii) monitoring and retaining data accessed or transmitted by you while using the Service.

(b) You must not do or allow to be done, in relation to a Service, any of the following:

  (i) engage in denial-of-service attacks, or allow a computer under your authority to be used as part of one;

  (ii) obtain or attempt to obtain unauthorised access to or control of any other computer or network;

  (iii) scan ports on other computers or otherwise probe them for means of access or vulnerabilities;

(iv) spread (either deliberately or through want of reasonable care) any virus, trojan horse or other harmful action;

(v) breach any Law regulating content on the Internet or email;

(vi) contravene the Privacy Act, the National Privacy Principles, or any guidelines made under them; or

(vii) send spam.

(c) If we or a third party supplier provide you with any software, you will only use it in accordance with its licence terms as notified to you from time to time.

(d) Except to the extent that we have specifically agreed otherwise, you agree not to resell the Service, nor to establish, maintain or permit multiple concurrent connections to the Service, nor to connect the Service to a local area network, except if the Service is designated by us as one which supports use of a local area network.

Except to the extent that we have specifically agreed otherwise, you are solely responsible at your own expense for providing and maintaining the modem and all other customer equipment and equipment necessary for the Service.

(e) To the extent permitted by law, you acknowledge and agree that:

(i) continuity and speed of access to the internet depend on a wide range of factors, many of which are beyond our control;

(ii) we have no control over the accuracy or appropriateness of any information on the internet;

(iii) we are not responsible for any software or data available on the internet;

(iv) if we provide to you technical or other support or advice in relation to any matter which is outside our direct responsibility under this agreement, we do so only in an attempt to assist you and without incurring any liability other than any which cannot lawfully be excluded.

8.3 Internet security

You acknowledge and accept that any access to the internet involves security risks and that new threats to Internet security are continually evolving. You accept responsibility for maintaining your own security and acknowledge that we have recommended that you should at least:

(a) maintain and protect your user identity, email address and password (keeping the password secure, including not disclosing it, avoiding the use of dictionary words, names or dates, changing it regularly, not keeping it in writing or storing it on a computer);

(b) use and keep current anti-virus software and firewall;

(c) restrict access to equipment;

(d) not accept emails or files from unknown sources;

(e) protect users from unsuitable internet content;

(f) keep up to date on Internet security issues; and

(g) avoid unexpected data fees or shaping by regularly monitoring your data usage.

8.4 Information

You warrant that the information supplied by you in relation to our agreement is true and correct. You will promptly inform us of any changes to this information.

8.5 Assistance

For the duration of our agreement, you will provide us free of charge with all assistance, information, access, facilities and services reasonably required by us to enable us to perform our obligations under our agreement, including use of customer equipment (including PABX and key system equipment) and any other telecommunications facilities which you own or control, if required.

Use of Services

9.1 Interference

If inadequate capacity in the customer equipment or equipment or your use of the Service interferes, or in our opinion threatens to interfere, with the efficiency of any network used in the supply of the Services, you must follow our directions or the directions of the relevant network operator on how to end or avoid that interference.

9.2 Use of Services

You must:

(a) ensure the Services are used solely for their intended purpose;

(b) notify us immediately of any security breach (suspected or otherwise) regarding the Service or your confidential password or customer login; and

(c) not permit any other person to resell or purport to resell any service.

9.3 Technical regulation

You must not connect or maintain a connection to a facility used in connection with the supply of Services to you or other parties that does not comply with technical codes, standards or regulations made under the Telecommunications Act, any declaration or other requirement of the ACMA or any code, standard or guideline published by Communications Alliance Ltd.

9.4 Illegal use

You must not use or allow another person to use a Service to transmit or publish any material that is defamatory towards any person, or in breach of copyright, any obligations of confidentiality or otherwise in breach of any law. If you breach this clause, we may suspend, restrict or cancel the Service in accordance with **Clause 12.4(f)**.

Equipment we supply to you

10.1 Service equipment

For business and small business customers, if we, or our third party supplier, provide a facility or any item of equipment (**service equipment**) to you for use in the provision of the Services (but we do not sell that service equipment to you):

(a) risk in the service equipment passes to you on delivery;

(b) that service equipment always remains our property unless, in our sole discretion, we deem that title has passed to you;

(c) you must not register any interest in the service equipment under the PPSA and agree that we or our third party supplier may register an interest in the service equipment under the PPSA;

(d) you will allow us to and, where applicable, will ensure that the landlord allows us to, remove the service equipment from the premises where it is installed upon expiry or termination of the supply of the Services;

(e) you will not part with possession of the service equipment except to us;

(f) if we are unable to recover the service equipment, we may recover the value of it as a debt due by you, including offsetting the value of the service equipment against any monies owed to you by us;

(g) you must:

(i) not remove or obscure any identification marks on the service equipment;

(ii) comply with our reasonable instructions to protect our ownership of the service equipment; and

(iii) not do anything which might detrimentally affect our ownership of the service equipment.

10.2 Changes to service equipment

We may, in our sole discretion and at any time, replace any of our service equipment. If we have agreed to provide a Service to you for a fixed term, replacement of service equipment will be subject to our obligations under **Clauses 3.8** and **3.9**.

10.3 Access

(a) We (or a third party supplier) may need access to your premises from time to time in connection with the provision and maintenance of a Service. If you do not provide such access as we, or a relevant third party supplier, reasonably require, we may limit, restrict, cancelor disconnect your Service.

(b) If you want us to provide a Service and that Service requires the installation of any facility, equipment or cabling on your premises whether by us or a third party supplier, you must allow us or any relevant third party supplier during reasonable business hours to:

(i) have access to your premises to install the facility, equipment or cabling; and

(ii) install the facility, equipment or cabling on your premises.

(c) If you do not own the premises referred to in **paragraph (c)**, you must have the owner's permission and you warrant to us that you do have that permission.

(d) If we need access to your premises you must provide us with safe access.

10.4 Maintenance of customer equipment

If we use any of your facilities or customer equipment to provide the Services to you, you are responsible for the maintenance of your facilities and customer equipment unless we otherwise agree in writing.

10.5 Interference

You will ensure that all customer equipment, facilities or connections used in providing Services, are not altered, maintained, repaired or connected to, or disconnected from, any power source or line except by service personnel approved by us.

10.6 Electricity

You will make available and be responsible for payment of, an adequate power supply for the operation of any equipment or customer equipment used in the provision of Services. If provision of the Service is dependent on the supply of electricity we do not guarantee the supply of the Service where the supply of electricity is either disrupted or discontinued.

Equipment you acquire from us

11.1 Purchased equipment

If we sell to you a facility or any item of equipment (**purchased equipment**) either for use in the provision of the Services to you or otherwise, then:

(a) that purchased equipment remains our property until we receive full payment from you or we otherwise deem in our sole discretion that title has passed to you (prior to the receipt of full payment);

(b) until we receive full payment from you, you will not part with possession of the purchased equipment except to us;

(c) if you do part with the purchased equipment before making full payment to us, we may recover the value of it as a debt due, including offsetting the value of the purchased equipment against any monies owed to you by us;

(d) until we receive full payment for the purchased equipment, you must not remove or obscure any identification marks on it, and must comply with our reasonable instructions to protect our ownership and not do anything which might detrimentally affect our ownership of the purchased equipment.

11.2 Risk

Risk of loss or damage to the purchased equipment will pass to you upon delivery.

11.3 Installation

(a) Subject to agreement between us and you as to which Services and/or purchased equipment we install, we will install such Services and/or purchased equipment at a site nominated by you. We may charge you our current fees for installing the purchased equipment and/or a Service.

We will use reasonable endeavours to install the purchased equipment and/or a Service on or around the installation date requested by you.

(i) you are entitled to do so in accordance with **Clause 3.9**;

(ii) you are entitled to do so in accordance with **Clause 14.2**;

(iii) we are in material breach of our agreement, which is capable of being remedied, but which we have failed to remedy within 30 days after you telling us of that breach; or

(iv) we are in material breach of our agreement and it is something which cannot be remedied, including where there have been prolonged or repeated Interruptions to the Service. This clause does not apply to interruptions which occur because of:

- a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in **Clause 12.4**;
- a system or network outage for an insignificant period;
- scheduled maintenance of our network ;
- a fault or other event which may reasonably be attributed directly or indirectly to your equipment; or
- your acts or omissions.

11.4 Refunds and returns

(a) If you cancel a Service for any of the reasons set out in **paragraph (b)**:

(i) you will not be liable to pay an early termination fee (provided that we can recover any outstanding fees incurred up to the date on which our agreement ends and any outstanding amounts that cover installation costs or equipment where such equipment can be used in connection with Services provided by other suppliers); and

(ii) you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance for the Service in accordance with **Clause 4.11**.

Restrictions, suspension and cancellation of Service

12.1 Your rights to cancel or terminate

(c) You may cancel a Service by giving us 30 days' notice in accordance with the appropriate process as outlined on our website. If you cancel a Service during an applicable fixed term for that Service, you may be liable to pay an early termination fee in accordance with **Clause 4.10**.

(d) You may otherwise cancel a Service at any time by giving us notice if:

(i) you are entitled to do so in accordance with **Clause 3.9**;

(ii) you are entitled to do so in accordance with **Clause 14.2**;

(iii) we are in material breach of our agreement, which is capable of being remedied, but which we have failed to remedy within 30 days after you telling us of that breach; or

(iv) we are in material breach of our agreement and it is something which cannot be remedied, including where there have been prolonged or repeated Interruptions to the Service. This clause does not apply to interruptions which occur because of:

- a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in **Clause 12.4**;
- a system or network outage for an insignificant period;
- scheduled maintenance of our network ;
- a fault or other event which may reasonably be attributed directly or indirectly to your equipment; or
- your acts or omissions.

(e) If you cancel a Service for any of the reasons set out in **paragraph (b)**:

(i) you will not be liable to pay an early termination fee (provided that we can recover any outstanding fees incurred up to the date on which our agreement ends and any outstanding amounts that cover installation costs or equipment where such equipment can be used in connection with services provided by other suppliers); and

(ii) you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance for the Service in accordance with **Clause 4.11**.

12.2 Preparation costs

If you request a Service from us and cancel that request before we provide the Service, we may ask you to pay us our reasonable costs incurred in preparing to provide the Service. Any cancellation fees imposed by a third-party supplier will be passed directly on to you.

12.3 Our restriction, suspension and cancellation rights

We may restrict, suspend or cancel a Service:

(a) if you notify us in accordance with **Clause 12.1**;

(b) to the extent necessary for us to comply with an order, instruction or request of a government agency, an emergency services organisation or any other competent authority (whether such an order, instruction or request is received or reasonably anticipated by us);

(c) if we are required to do so by law;

(d) if there is an emergency;

(e) if the network is being modernised or upgraded;

(f) if a third party (including any third party supplier) withdraws or suspends a service which means we cannot provide your Service;

(g) during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as practicable;

(h) if there are reasonable grounds for believing a threat or risk exists to the security or integrity of our network or that provision of the Service may cause death, personal injury or damage to property;

(i) if we reasonably determine that such action is necessary to repair, maintain or restore any part of our network;

(j) if the provision of the Services by us does or may contravene any law or we have reasonable grounds to believe that it may in the immediate future contravene any law;

(k) a force majeure event prevents us from supplying the Service in accordance with the agreement for 30 days; or

(l) if your Service has not been used or accessed for a continuous period of 24 months.

12.4 Other restriction, suspension or cancellation events

We may restrict, suspend or cancel a Service if:

(a) you vacate the premises to which we have been supplying a Service to you;

(b) we are unable to enter the premises to inspect, repair or maintain any equipment or cabling connected with a Service provided to you;

(c) we have the right to do so in accordance with **Clause 4.7** for your failure to pay fees or other amounts;

(d) you do not provide prepayment as required by us in accordance with **Clause 4.12**;

(e) we have reasonable grounds to suspect fraud or other illegal conduct by you in applying for the Service;

(f) you fail to comply with our Acceptable Use Policy or Fair Use Policy (if applicable to your Service);

(g) you fail to rectify any defect or inadequacy in any customer equipment or cabling not owned or maintained by us within 30 days of being requested to do so by us;

(h) your use of the Services interferes with the efficiency of our network or a third party supplier's network and you fail to rectify the situation within 24 hours of being requested to do so by us;

(i) if you do, or allow to be done, anything which in our reasonable opinion may have the effect of jeopardising the operation of any service;

(j) you become a carrier or carriage service provider within the meaning of the Telecommunications Act;

(k) you become bankrupt, insolvent or have a receiver, manager, administrator or liquidator appointed over you or any of your assets;

(l) we have reasonable grounds for believing you are a credit risk, including the following grounds:

  (i) your usage of the Service is unusually high when compared to previous account activity and you fail to respond to notices from us about that usage (but you acknowledge that we are not obliged to monitor usage of a Service, or to suspend, limit or cancel a Service if there is unusual usage, and you remain liable to us for usage of that Service);

  (ii) you fail to pay an invoice by the due date and have a payment history indicating late payments, dishonoured payments or failures to pay, or you fail to pay or replenish a security bond as required by **Clause 12.6(b)**; or

  (iii) we become aware of public notices of your pending bankruptcy, winding up or other insolvency events, and we have taken reasonable steps to notify you of the suspension, limitation or cancellation of the Service; or

(m) you are in material breach of any of the terms or conditions of our agreement, including these general terms.

(n) We may immediately cancel your Service if you abuse or harass our staff or our contractors in the conduct of their duties, or if you threaten to harm, attempt to harm or cause actual harm to Origin staff, our contractors or property.

12.5 Cancellation for convenience

We reserve the right to cancel any Service:

(a) if there is no fixed term specified in your application, at any time by giving you 30 days' notice;

(b) if a fixed term is specified in your application,

  (i) at any time after the end of the fixed term by giving you 30 days' notice; or

  (ii) during the fixed term, if we have your consent; or

  (iii) during the fixed term, if we offer to migrate you to a reasonably comparable alternative Service for the remainder of the fixed term and take reasonable steps to offset any detrimental effects of the migration caused by differences between the cancelled Service and the alternative Service we offer;

(c) if we reasonably determine that it is not technically or operationally feasible to supply the Service to you, at any time prior to the Service commencement date specified in **Clause 3.4** by giving you notice.

12.6 Consequences of cancellation, restriction, suspension or termination

(a) Subject to our rights under **Clause 12.1(a)**, if we cancel, restrict or suspend the Service for any of the reasons listed in **Clause 12.3**, we will not charge you any disconnection or reconnection fee. If your account is terminated as a result of any of these events, you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance in accordance with **Clause 4.11**.

(b) If we advise you that we are cancelling your Service in accordance with **Clause 12.5**, you will be liable to pay all fees incurred up to the time we cancel your Service.

(c) If we suspend or restrict a Service in accordance with the agreement as a result of a breach of the agreement by you, you will have to pay all charges arising in respect of the service during the suspension or restriction (excluding usage based charges).

(d) On termination of a Service for any reason, you must immediately:

(i) stop using the Service and any equipment owned by us or any third party supplier; and

(ii) allow us to remove any equipment owned by us or any third party supplier or any purchased equipment that you have not paid for in full.

(e) You remain liable for all fees payable in respect of Services provided to you up to the time of cancellation or termination.

(f) Once the agreement has been terminated or cancelled for any reason, we may delete all of your data from any storage media. You are solely responsible for backing up your data.

12.7 Expiration of a fixed term or other period

If we have agreed to provide a Service to you for a fixed term or any other agreed period and that fixed term or other period expires and neither you nor we cancel the Service, we will continue to supply the Service to you on a month-to-month basis.

12.8 Connection fees

We may charge you a fee for the reconnection of any Service, if reasonable to do so, except where the disconnection was caused by our error or our failure to perform our obligations under the agreement or was the result of any of the events specified in **Clause 12.3**.

Liability

13.1 Our liability for property damage, personal injury and death

We are liable to you for:

(a) any loss, destruction or damage to your tangible property during installation, repair or maintenance of equipment; and

(b) personal injury (including illness and disability) or death, which is caused by our fault, negligence or fraud.

13.2 Our liability for interruptions to the Service

(a) Subject to **paragraph (b)**, we accept liability to you for interruptions to the Service longer than 48 hours from the time of reporting, to the extent of providing you with a pro-rata refund of Service charges payable for the duration of the interruption.

(b) The refund in paragraph (a) does not apply:

  (i) to Interruptions which occur because of:

    - a system or network outage for an insignificant period;
    - scheduled maintenance to our network, a third party supplier's network, our equipment or purchased equipment;
    - a cancellation, suspension or restriction to the supply of the Service in accordance with **Clause 12.4**;
    - a Force Majeure event;
    - a fault in your equipment, power supply or premises;
    - where we have been unable to gain prompt access to your premises; or

  (ii) if you are separately entitled to receive compensation in respect of the same Interruption in accordance with **Clause 13.3** or **Clause 13.4**.

(c) To receive the refund set out in **paragraph (a)**, you must contact us on 1300 980 711 and request an assessment for compensation.

13.3 Our liability under the Customer Service Guarantee

(a) This **Clause 13.3** applies subject to any waiver of your entitlements under the Customer Service Guarantee Standard (the **CSG**) that you have provided to us. It may be a condition of some Services that you waive your entitlements under the CSG.

(b) To the extent that 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 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 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.

(c) If we do not meet the CSG performance standards, you may be entitled to receive monetary compensation as specified in the CSG. However, there are circumstances in which we may be exempt from meeting those requirements, including if you have agreed to a CSG waiver under the terms of the relevant Critical Information Summary in accordance with Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2011, 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 ACMA website at www.acma.gov.au.

13.4 Consumer guarantees

We agree to provide Services to you subject only to the terms, conditions and warranties contained in the agreement and those imposed by law which cannot be excluded. For example, if we supply equipment or a Service to you which costs less than a prescribed amount or which, regardless of cost is of a kind ordinarily acquired for personal, domestic or household use, then consumer guarantees require that the Service will be provided with due care and skill and that the equipment will be of acceptable quality. Certain remedies are available to you under the Australian Consumer Law if the Service or equipment we supply to you fails to meet the standard required by applicable consumer guarantees. Subject to **Clause 13.5**, nothing in these terms excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law.

13.5 Limitation of liability for breach of a consumer guarantee

(a) Where we are not permitted to exclude our liability for our breach of a consumer guarantee but are permitted to limit our liability for such a breach, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited to:

  (i) if the breach relates to equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or

  (ii) if the breach relates to a Service, resupplying the Service or payment of the cost of having the Service resupplied.

(b) The limitations of liability in **Clause 13.5(a)** do not apply to:

(i) a breach of the consumer guarantees relating to clear title, undisclosed securities and undisturbed possession under sections 51 to 53 of Schedule 2 to the Competition and Consumer Act 2010 (Cth); or

(ii) a breach of any consumer guarantee relating to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

13.6 Exclusion of liability

(a) To the extent permitted by law, you, we and our third party suppliers have no liability to each other for any Consequential Loss (other than loss resulting from our breach of a consumer guarantee).

(b) To the extent permitted by law, we and our third party suppliers have no liability to you or any other person for:

(i) any loss or damage suffered by you in connection with the agreement or the Service to the extent that your acts or omissions or any customer equipment cause or contribute to that loss or damage (for example, through your negligence or breach of contract);

(ii) any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and

(iii) acts, omissions or defaults of any third party or any person who provides goods or services directly to you for use in connection with a Service.

Force majeure

14.1 No liability

Subject to our obligations under the CSG as described in **Clause 13.3** and any non- excludable rights you have under the Australian Consumer Law, we are not liable for, and will not be deemed to be in breach of the agreement in the event of:

(a) any delay in installing a Service;

(b) any delay in correcting any fault in a Service;

(c) failure to provide a Service or incorrect operation of any Service;

(d) service outages; or

(e) any default by us in compliance with this agreement, if it is caused directly or indirectly by a Force Majeure Event.

14.2 Termination for Force Majeure

If any delay, interruption or failure to deliver under **Clause 14.1** continues for more than 30 days after the commencement of the delay, Interruption or failure to deliver, then either party may terminate the affected Service(s) by notice in writing to the other party.

Telephone numbers and public addressing identifiers

15.1 Telephone numbers

(a) The Telecommunications Numbering Plan 2015 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.

(b) In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name (**Public Addressing Identifiers**). You must comply with the requirements of any regulatory authority or other body which administers Public Addressing Identifiers.

(c) You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

(d) You acknowledge and agree that:

  (i) we do not control the allocation of Public Addressing Identifiers;

  (ii) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and

  (iii) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

Assignment

16.1 Your right to assign

(a) You may assign your rights under this agreement (where those rights are assignable) so long as you have our prior written consent.

(b) You may transfer your obligations under this agreement if:

  (i) the person to whom you are transferring the obligations:

- provides satisfactory proof of identification,
- meets the eligibility criteria for the Service,
- has an appropriate credit rating, and

(ii) the Service is available at the location where they wish to acquire the Service.

16.2 Our right to assign or transfer

(a) You agree that at any time we may assign the rights under, and novate the benefits and obligations of, this agreement:

(i) to a related body corporate (being a company in our corporate group);

(ii) a third party supplier; or

(iii) a purchaser of our business (a **Transferee**) and that the transferee will assume our liabilities and obligations under this agreement.

(b) We, or the transferee, will notify you if a transfer occurs in accordance with **Clause 16.2(a)**. We and you agree that, with effect from the date of the notice, this agreement is cancelled and a new agreement is created on the same terms as this agreement except that:

(i) the transferee replaces us in any capacity under this agreement as if the transferee was an original party to this agreement instead of us; and

(ii) the transferee has no obligations or liability under this agreement before the date of the notice.

(c) In addition to our other rights in this **Clause 16.2**, we may assign, transfer or deal with our rights and obligations under this agreement on terms to which you consent.

General

17.1 Giving notice to you

We may satisfy any obligation to give you notice by:

(a) delivering the information to you in person;

(b) sending the information by pre-paid post to the address listed in our records for you;

(c) transmitting the information to the email address listed in our records for you. By applying for the Service, you consent to notices being sent to your email address. It is your responsibility to check your emails and to inform us of the most appropriate email address for receipt of notices or if you do not wish to receive notices via email;

(d) including the information on, in or with an invoice, including by an invoice made available to you online via the Website, provided you have consented to receiving the invoice in that format;

(e) in the case of pre-paid telecommunications services, any of the above means or by making the information available to you by means such as through our Website, or at a retail outlet, and informing you how you can obtain the information by means of a recorded message or text message or in writing; or

(f) to the extent permitted by the terms of the agreement and any other applicable law, by publishing a notice in a daily newspaper circulating generally in the region or capital city of the State or Territory in which you ordinarily reside or carry on business.

17.2 Disputes

We will seek to resolve any dispute by agreement or consultation with you and request that you contact us on 1300 980 711 from 8am to 11pm AEST Monday to Sunday in the first instance. If a dispute remains unresolved, you may have rights under the Telecommunications Industry Ombudsman (TIO) scheme. For further information go to www.tio.com.au or call the TIO on 1800 062 058 or tio.com.au/contact-us.

17.3 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.

17.4 Authority

If you have a business service, you agree that if we need your consent to undertake certain actions then, provided we act in good faith, we may rely upon the authority of any of your employees who tell us that they are authorised to provide that consent on your behalf. For residential services, you must inform us if you want another person to have authority to access or make changes to your Service or account. We will not let another person access your account unless we have received your authority to so.

17.5 Governing law

(a) This agreement is governed by the laws of the Victoria.

(b) You and we submit to the exclusive jurisdiction of the courts of the Victoria.

17.6 Subcontractors

We may subcontract any of our obligations under this Agreement.

17.7 No waiver

No failure to exercise, or 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.

17.8 Survival

Any provision of the agreement which by its nature is intended to survive termination or expiry of the agreement will survive termination or expiry of the agreement for any reason.

17.9 Severability of provisions

Any provision of the agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

Origin Energy Retail Limited ABN 22 078 868 425 • Origin Energy (Vic) Pty Limited ABN 11 086 013 283 • Origin Energy Electricity Limited ABN 33 071 052 287 • Origin Energy LPG Limited ABN 77 000 508 369 • OC Energy Pty Ltd ABN 62 144 655 514 • Sun Retail Pty Limited ABN 97 078 848 549 • 100 Waymouth Street, Adelaide SA 5000 • Telephone 13 24 61 • Facsimile 1800 132 463 • Web enquiries originenergy.com.au/contactus

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