



# VoIPex Customer Service Guarantee Waiver

## Broadband Services

VoIPex Pty Limited  
(ABN 44 102 443 532)  
42 Union St  
WICKHAM NSW 2293  
PO Box 544  
Kotara NSW 2289

In order for Voipex Pty Limited to offer low installation charges on its Naked Broadband & Broadband Complete services you are required to waive various rights that are specified in the Telecommunications Act, namely the Customer Service Guarantee (CSG). The CSG contains performance standards, which carriage service providers such as Voipex Pty Limited are required to fulfil (unless the customer has waived these performance standards).

In accordance with Parts 5 Telecommunication ( Customer Protection and Service Standard ) Act 1999 ( Cth ) [ The Act ], and the Telecommunications ( Customer Service Guarantee ) Standard 2000 ( No. 2 ) [ CSG ], Voipex Pty Limited proposes that you waive your protection and rights in full. As a customer, you are not obliged to waive your protection or rights in full, however you acknowledge that Voipex Pty Limited reserves its right not to provide you with a service.

### The Protection and Rights you are waiving include:

1. The provision of written information. The CSG requires carriage service providers to at least every two years give written information to each customer about:
  - a. the performance standards that apply to supply of specific services;
  - b. the obligations of the provider under those standards;
  - c. the customer’s entitlements to damages under the Act for contravention of the performance standards; and
  - d. on request, provide information to the customer about a performance standard.
2. Guaranteed maximum service connection periods. The CSG provides timeframes within which connection to services should occur.
3. Guaranteed maximum fault rectification periods. The CSG provides timeframes within which rectification of service faults should occur.
4. Making and changing appointments. The CSG requires carriage service providers to:
  - a. Make appointments with customers at times that are convenient for the customer,
  - b. Make appointments with customers that are either for a particular time of the day or to nominate a five hour period during which the appointment will occur; and
  - c. Change appointments by giving at least 24 hours notice or by obtaining the agreement of the customer to the change.
5. Damages for breach of performance standards, as per section 116 of the Act.
6. Time for payment if damages for breach if performance standards, as per section 117A of the Act.
7. Right of Contribution, as per section 118A of the Act.

If you waive your rights under the CSG you will not be able to claim compensation from Voipex Pty Limited for any failure to meet the prescribed performance standards in relation to the supply of the VoIPex Naked Broadband & Broadband Complete services.

Further information on the Customer Service Guarantee can be found on the Australian Communications and Media Authority website. [http://www.acma.gov.au/WEB/STANDARD/pc=PC\\_2017](http://www.acma.gov.au/WEB/STANDARD/pc=PC_2017)

This waiver will take effect seven days from the date of signing, unless you notify Voipex Pty Limited of your intent not to be bound by this waiver within the given timeframe. Should you choose to notify Voipex Pty Limited of your intent to rescind this agreement, Voipex Pty Limited reserves the right not to provide you with a service.

Authorised Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (print) \_\_\_\_\_

Position \_\_\_\_\_