

These terms and conditions contain the agreement between you ("the Customer") and Alliance Telecom Pty Ltd ABN 63 134 456 803 for the telecommunications services provided.

## **General Terms and Conditions**

On acceptance of an application for telecommunication services, (in any form) Alliance Telecom Pty Ltd will provide the Telecommunication Services to you as requested. Our agreement with you includes these terms and conditions. We will provide you with our current pricing at your request by calling 1300 112 223 and it can also be found on our web site [www.alliancetelecom.com.au](http://www.alliancetelecom.com.au)

## **Fees, Charges and Billing**

Alliance Telecom Pty Ltd will send you monthly invoices setting out the Fees and charges due for the service that have been provided to you, all prices are inclusive of GST. Rates are subject to change without notice. A \$0.35 (Inc GST) flag fall applies to all timed calls. All bills paid at Australia Post will incur an additional cost of \$3.00 per bill. Once connected Alliance Telecom Pty Ltd will provide you with a 4-digit override code to access the Alliance Telecom Pty Ltd network. This agreement starts when you are first connected to the Network and finishes when you complete your call or when Alliance Telecom Pty Ltd disconnect you from the Network for any reason. You agree to pay all invoices by the Due Date; you will be liable for all reasonable collection costs (including our total legal fees) we incur to collect the amount outstanding. To receive our special discounts, bills must be paid in full by the due date otherwise full charges apply. If there is a disputed amount, the customer shall notify Alliance Telecom Pty Ltd of any disputed charge and provide documentation reasonably requested by Alliance Telecom Pty Ltd to resolve the dispute. Customers still have the obligation to pay the undisputed amount of each invoice by the due date. We aim to resolve invoice disputes within 30 working days. You will not have to pay any amount which you have genuinely disputed in accordance with this clause unless, and until, the disputed amount is resolved. You must otherwise pay all Charges specified on your bill by the due date. When we find that you have a reasonable claim or dispute with an invoice, we will suspend our collection or recovery processes on the disputed amount until a determination on your claim or dispute has been made. We also may report you to the Credit Reporting Agencies, and take necessary legal action against you, if any bill is not paid in full within 60 days from the due date. We reserve the right to charge you a late payment fee of \$5.50 per bill, if accounts are not paid by the due date.

All bills for mobile and internet products are paid by Direct Debit via debit or credit card only. We will always provide you with a bill 14 days prior to the due date. We will process your payment from your nominated account for the full amount of the invoice by the Due Date.

## **Account Management and Connection**

An initial credit limit of \$150 a month applies to all accounts and Alliance Telecom Pty Ltd reserves the right to disconnect the services without notice once this limit has been exceeded. If you require a higher credit limit please call us on 1300 11 22 23. We may require an advance payment to increase your current credit limit. Alliance Telecom Pty Ltd may also ask you for a security deposit for access to premium services. The security deposit will be held for 6 months or upon cancellation of the service. It can also be credited, after 6 months, towards your next and subsequent tax invoices until it has been used in full.

The Service to our network may not be available in all circumstances in which case we will not be liable for default or failure to perform our obligations under our contract resulting from; our inability to gain access to the Carrier network; or from any other cause beyond our reasonable control. Alliance Telecom Pty Ltd will not be liable for any connection delay or service interruption or failure due to any occurrence beyond the control of Alliance Telecom Pty Ltd. Any false or misleading information provided by you may cause cancellation of service

and/or legal action. We are not liable to you in any circumstances for any loss of, or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit, whether direct, indirect, economic, consequential or howsoever otherwise caused. If we have reasonable grounds to believe you are a credit risk, we may terminate the Services that we have been supplying provided we have given you Notice prior to the termination.

### **Suspension or Termination of your Services**

Alliance Telecom Pty Ltd also reserves the right to suspend the service without prior notice if you exceed your credit limit or if any billing amount is not paid in full by due date Your service can also be terminated by yourself by contacting our customer service team by telephone or in writing. Alliance Telecom Pty Ltd may suspend the service immediately without notice if you do not comply with the terms and conditions of the agreement. If we suspend your service, you will still remain liable for all Fees during the suspension.

We can temporarily suspend you from the Service if:

- We identify excessive use or unusual call patterns;
- You have not done what you are obliged to do;
- An authority, such as the ACMA, requests us to do so;
- Your Service has an unusually high volume of activity or spending when compared to previous activity for that Service;
- You exceed the credit limit of \$150 in any given month;
- You inform us by calling 1300 11 22 23 that you require temporary disconnection;
- Your fail to pay the invoices on the due date;
- You do anything which we believe can damage the Network;
- You or your company become bankrupt or insolvent;
- We believe that you have used the services to commit criminal or unlawful activities.

### **Complaints**

If you have any complaints or concerns about the Services we are providing to you please contact us immediately at 1300 112 223. We will attempt to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint please call 1300 112 223 and ask to speak to a manager.

### **Personal Information and Confidentiality**

Customers must keep confidential all documents, information, technical data and disclosures provided or made by Alliance Telecom Pty Ltd to the Customer. The Customer will also keep confidential all information concerning the provision of the Services by Alliance Telecom Pty Ltd.

You are free to ensure that we only use your personal information in accordance with the Privacy Act 1988. You may obtain a copy of our Privacy Policy by calling us on 1300 11 22 23 or by visiting our website on [www.alliancetelecom.com.au](http://www.alliancetelecom.com.au).

### **Limitations of Liability**

We are not liable to you for any breach of any express or implied terms, conditions or warranties. However, where we cannot by law exclude such liability, our liability to you for such breaches will be limited at our choice to:

- Any breach related to equipment, the replacement or repair of the equipment.
- Any breach related to services, the supplying of those services again or the payment of costs to have those services supplied again.
- Any breach of a condition or warranty implied by the Trade Practices Act 1974.

- Any misrepresentation or misleading and deceptive conduct.
- Alliance Telecom Pty Ltd will not be liable for any indirect, consequential or economic loss or damages including, without limitation, loss of income, profit or business opportunity.

## **Governing Law**

The law of this Agreement will be the law of the state New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### **Rights**

Under the Copyright Act 1968 (amended in 2006) copying any Software, CD's, Games from the internet, etc is considered as a breach of the act and is deemed illegal. Prosecution can result from such actions. Alliance Telecom holds the right to temporarily suspend or cancel user accounts that breach this law. Upon discovery we will issue a notice advising the user to stop such activities or face suspension of account.

## **Fair Use Policy**

Alliance Telecom has put the Fair Use Policy in place so that all services are used by residential customers in a fair manner so as not to disadvantage other customers that use our specials such as international special days, caps and unlimited plans.

For your Home phone, mobile and internet services we reserve the right to suspend, terminate or limit the service if there is an unreasonable and excessive use that may prevent Alliance Telecom from providing the services to other customers.

## **Override, Preselection and Line Rental**

Override service involves Alliance Telecom connecting your nominated phone number through our supplier's network to allow you to access local, national, calls to mobiles and international calls from your home phone. This can be done via a 4- digit override code that will be supplied at the time of connection. Local calls are 20 cents per call, National calls are 12 cents per minute or \$1.99 caps for 1 hour, calls to mobiles are charged at 27.5 cents per minute. A connection fee of 35 cents is charged for all timed calls. For international calls please click [here](#). All rates are subject to change without notice.

Preselection service allows you to make all timed calls (national calls, calls to mobile and international calls) without the need to dial the 4 digit override code. This service can take up to 10 working days to be activated on your nominated home phone number. In order to make local calls via Alliance telecom on a preselected service, the customer must still dial the 4 digit over ride code. Local calls are 20 cents per call, National calls are 12 cents per minute or \$1.99 caps for 1 hour, calls to mobiles are charged at 27.5 cents per minute. A connection fee of 35 cents is charged for all timed calls. For international calls please click [here](#). All rates are subject to change without notice.

Line Rental service allows you to make all calls via your home phone to any number within or outside Australia. This depends on the access level requested at the time of connection of a new service or the existing access level transferred with your existing service. Whilst there is no charge for transferring a new service across to Alliance Telecom, there will be a minimum charge of \$59 and up to \$299 for connecting a new service to a premise where there is no active service. It normally takes up to 10 working days to get a service transferred or connected. While transferring line rental services across to Alliance Telecom customers must be aware that any additional services, eg: message bank, silent line, calling numbers display, etc; that are currently on your account with your provider will transfer across as well. All access fees are charged from date of connection and one full

month in advance. Local calls are 20 cents per call, National calls are 15 cents per minute or \$1.99 caps for 1 hour, calls to mobiles are charges at 27.5 cents per minute. A connection fee of 35 cents is charged for all timed calls. For international calls please click here. All rates are subject to change without notice.

You have a 10 business day cooling off period, from the date on the letter, within which you can cancel without paying any termination fee.

## **Mobiles**

Alliance Telecom offers SIM only mobile plans. You can bring over your existing mobile number or we can provide you with a new one. All our mobiles have an active voicemail diversion in place. To record a greeting or access your voicemail box, please dial 121 from your phone and follow prompts. In order to cancel all voicemail diversions please dial ##002# and press the send key. This will deactivate all voicemail diversions. Charges for any special numbers like 1900, 1800, 123 Sensis, and international calls vary each month and are higher than the standard published rates. These charges are not included in the unlimited mobile cap plan. It's the customer's responsibility to manage services to and from special numbers. MMS are charges at 80 cents per MMS. No data provided. All access fees are charged from date of connection and one full month in advance.

Any customer using an unlimited mobile cap or sim only plan is not allowed to conduct SIM boxing. This activity and will result in an immediate suspension of the account without notice and possible legal action.

Alliance Telecom takes no responsibility for any content downloaded from third party providers or premium services. Any premium mobile services that the customer subscribes to which are delivered to your mobile phone are charged at more than the standard SMS rate. Many services like horoscope, mobile ring tones, weather updates, news, sport, etc are some examples of the services that you might subscribe to. These services generally begin with a number starting with "19" and are activated by the customer by sending a text to the number or registering your number on the third party content provider or premium sms websites. To stop this service, please follow procedure advised by the service subscribed to. ACMA provide more information on premium services. All customers signing up to unlimited mobile cap must choose the direct debit visa credit or debit card payment option.

As a default mechanism Alliance Telecom mobile SIM cards are not activated for international calling and international roaming. Calls to any mobile or landline is charged at 15 cents per 30 seconds with a connection fee of 35 cents per call. SMS is charged at 25 cents per SMS. Rates are subject to change without notice. An early termination fee of \$45 will be charged if the 12 month contract is terminated before compleateion.

## **Internet**

Alliance Telecom offer unlimited ADSL2+ plans to our customers. We do not provide modems and encourage customers to get their own modems and manage the security of their internet connection. ADSL2+ is for residential customers only. Business customers must contact us to choose from an option of business plans.

Alliance Telecom charges \$0 connection fee on a 24 month contract, \$99 connection fee on a 12 month contract and \$149 connection fee on 0 month contract. An early termination fee may be charged for 0 Month Contract \$0, up to 12 month contract \$199, up to 24 Month Contract \$299. An order withdrawal charge of \$199 can be charged if the order is cancelled during the connection process. All access fees are charged from date of connection and one full month in advance. Relocation fee is charged at \$99.

ADSL2+ speeds are affected by a lot of factors like quality of the telephone line, distance from the exchange, line filtering, number of devices connected and hardware quality; just to name a few. A new ADSL 2+ connection or transfer of an existing connection can take up to 15 working days to be completed. Alliance Telecom is not liable for delays for transfers or connections. The ADSL2+ service is available in selected areas and in areas where its not available Alliance Telecom will provide suitable off network plans. ADSL2+ plans are available as a standalone and as a bundled offer with line rental. All calls are charged at specified rates. Local calls are 20 cents per call, National calls are 15 cents per minute or \$1.99 caps for 1 hour, calls to mobiles are charges at 27.5 cents per minute. A connection fee of 35 cents is charged for all timed calls. For international calls please click here. All rates are subject to change without notice.