

# Our Customer Relationship Agreement

## COMBO BUNDLE SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 5 of this Service Description.

### **1. ABOUT THE COMBO BUNDLE SERVICE DESCRIPTION**

#### *Our Customer Relationship Agreement*

1.1 This is the Combo Bundle Service Description of our CRA under which we supply a Combo Bundle Service to you. Prior to the activation of the Combo Bundle Service, the terms and conditions of your previous service provider apply. After activation of the Combo Bundle Service, these terms and conditions apply.

The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Combo Bundle Service.

#### *Service options*

1.2 The Combo Bundle Service comprises of the following Service options:

- (a) Off-Net ADSL1/ADSL2+ & Fetch TV Combo;
- (b) Off-Net ADSL1/ADSL2+ & Mobile Voice Combo;
- (c) On-Net ADSL2+ & Fetch TV Combo;
- (d) On-Net ADSL2+ & Mobile Voice Combo.

The service features for all current Service options are described in the Pricing Schedule.

Minimum standards table	Broadband2+ Combos		Broadband1 Combos	
	Fetch TV	Mobile Voice	Fetch TV	Mobile Voice
<b>Broadband</b>	ADSL2+ Home-2	ADSL2+ Home-2	ADSL1 Home-2 Turbo	ADSL1 Home-2 Turbo
<b>PSTN</b>	Phone 3 Residential	Phone 3 Residential	Phone 3 Residential	Phone 3 Residential
<b>Mobile Voice</b>	None	Mobile Voice 1	None	Mobile Voice 1

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<b>Fetch TV</b>	iiNet TV with Fetch Starter	None	iiNet TV with Fetch Starter	None
<b>Hardware</b>	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)	BoB2 Rental (or Wireless Bridge)
<b>Bundle price</b>	<b>Minimum \$99</b>	<b>Minimum \$99</b>	<b>Minimum \$99</b>	<b>Minimum \$99</b>

1.3 The Combo Bundle Service may only comprise of a combination of the following services:

- (a) Broadband Service:
  - (A) Off-Net: ADSL1 (Home-3, Home-4, Home-5) & ADSL2+ (Home-2 Turbo; Home-3 Turbo; Home-4 Turbo; Home-5 Turbo)
  - (B) On-Net: ADSL2+ (Home-2, Home-3, Home-4).
- (b) Phone Service: Phone 3 Residential
- (c) Mobile Voice or Fetch TV Service:
  - (A) Mobile Voice: Mobile Voice 1; Mobile Voice 2; Mobile Voice 3;
  - (B) Fetch TV: iiNet TV with Fetch Starter; iiNet TV with Fetch Entertainment
- (d) Hardware: BoB2 Rental; Wireless Bridge

## 2. THE COMBO BUNDLE SERVICE DESCRIPTION

### *What is the Combo Bundle Service?*

2.1 The Combo Bundle Service is a bundle of services sold as a single service. The Combo Bundle Service features Broadband and download quota; Local and National calls on Phone 3 Residential PSTN service; either Fetch TV or Mobile Voice; and either BoB2 Rental or Wireless Bridge.

2.2 The individual service plans are optional, but must meet the minimum standards specified in the Minimum Standards Table in clause 1.2.

### *Service requirements and restrictions*

2.3 In order to receive the Service you must

- (a) meet all of our System Requirements; and
- (b) install, or arrange for the installation of, all the Required Equipment.

2.4 The Service is only available in locations that are ADSL enabled. Your ADSL Access Line is subject to a Full Service Qualification.

The Service can only be supplied over a Communications Wire that can be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

2.5 You acknowledge that:

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- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
  - (A) running internal networks connected to the Service;
  - (B) running network services or providing network services to others via the Service;
  - (C) running connectivity software other than that provided with the ADSL Modem; or
  - (D) Macintosh operating systems below v10.0
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
- (d) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines;
- (e) we do not guarantee Internet connectivity through a wireless access point, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and other analogue devices;
- (g) we cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
- (h) we do not guarantee the availability of ports or access to our DSLAM Network;
- (i) we will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your rights in relation to Interruptions to the Service, as set out in clauses 14.4 to 14.8 of the General Terms.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service; and
- (b) You must be over 18 years of age to apply for the Service.

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### ***Contract Term***

- 2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Combo Bundle Service during the Contract Term but you will lose any applicable Combo discount. You may cancel the individual services within the Combo Bundle Service during the Contract Term but you may be required to pay Break Fees as set out in the Pricing Schedule. After the end of the Contract Term, we will continue to provide the Service and you will continue to receive the Combo Bundle discount in accordance with our CRA, until the Combo Bundle Service is cancelled or no longer complies with the minimum standards as per clause 1.2.

## **3. SUSPENSION, VARIATIONS AND CANCELLATIONS**

### ***Suspension or Cancellation by Us***

- 3.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

### ***Suspension or Cancellation by You***

- 3.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee as described in the Pricing Schedule.

If you cancel the Service after Activation but before the end of the Contract Term, the Break Fee set out in the Pricing Schedule will apply and you will lose your Combo Bundle Service billing discount.

Subject to our Billing Policy, you authorise us to debit these payments from your credit card or bank account at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or another iiNet Entity to you.

- 3.3 The Combo Bundle Service cannot be suspended by you as there is an on-going cost incurred by us in maintaining the Service with our supplier.

### ***Variations***

- 3.4 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

You may upgrade or downgrade a Combo Bundle within the Combo Bundle Service range. A fee for making a variation may apply as described in the Pricing Schedule.

If you vary your Service you are responsible for ensuring that the varied Service selected by you meets your requirements.

The variation of your Service will not affect the duration of the Contract Term.

We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

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### ***Canceling the Combo Bundle Service***

- 3.5 To cancel your Combo Bundle Service the authorised account holder must call us and request us to cancel the service.

### ***Relocating your Combo Bundle Service***

- 3.6 The Service and its constituent products may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Service.

- 3.7 If the Service (including all constituent products) is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
  - (b) we will charge you a setup fee as specified in the Pricing Schedule.

- 3.8 If one or more of the Service's constituent products is not available at your new Premises and you move before the end of the Contract Term:

- (a) and you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable, but we may charge you a Downgrade Fee as specified in the Pricing Schedule if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
- (b) and we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee will be payable.

## **4. COMBO BUNDLE SPECIFICS**

### ***Application, Installation and Provisioning***

- 4.1 As the Combo Bundle Service is a bundle of constituent products, information for the Application, Installation and Provisioning processes for each individual product can be found in its respective Service Description in the CRA.

- 4.2 Some products within the Combo Bundle Service are requirements for other products to provision. The Provisioning process will most likely be ordered as follows:

- (a) Phone product provisioning;
- (b) Broadband product provisioning;
- (c) Fetch TV or Mobile Voice provisioning; Hardware dispatch.

The above provisioning process is only to be used as a guide.

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### *Billing and fees*

- 4.3 As the Combo Bundle Service is a bundle of constituent products, information for the Billing for each individual product can be found in its respective Pricing Schedule in the CRA.
- 4.4 The minimum monthly total price as stated in the Combo Bundle Service Pricing Schedule is a minimum cost only. The monthly price will increase as a result of plan upgrades beyond the minimum standards. Other reasons for an increased monthly cost include (but are not limited to):
- (a) Mobile, International, 13 and Premium calls made from the Phone 3 Residential Service;
  - (b) Calls outside of your included Mobile Voice call value, excess calls, excess data;
  - (c) Fetch TV movie rentals.
- 4.5 The Broadband Setup Fee as specified in the Pricing Schedule is waived for all Broadband Services that are provisioned as a part of a Combo Bundle Service.
- 4.6 The monthly invoice for a Combo Bundle Service will include the standard retail price for all individual constituent products included in the Combo. It will also include the applicable Combo discount credit.
- 4.7 The Combo Bundle discount (as specified in the Pricing Schedule) will apply only when all constituent services in the Combo Bundle have been activated. Prior to the activation of all constituent services with the Combo Bundle, each constituent service will be billed at individual retail value (RRP).
- 4.8 Failure to activate all constituent services of the Combo Bundle will result in a loss of the Combo Bundle discount.

### *Contracts*

- 4.9 Upon application for the Combo Bundle Service, a new or renewed 24-month contract will apply to the constituent Broadband Service; BoB2 Rental Service (if selected); and Fetch TV Service (if selected). Contract break fees will only be applied if any of the aforementioned Services under contract is cancelled while still in contract.
- 4.10 Both while in contract and after contracts periods have passed, you will continue to receive the Combo Bundle Service discount until one or more constituent services are cancelled; or until one or more constituent products changes such that they no longer meet the Minimum Standards as specified in Combo Service Description clause 1.2.

## 5. DEFINITIONS

**Combo Bundle Service** means the service as described in Clause 2.1. It may also be referred to simply as a “Combo”.

**Constituent Service** or **Constituent Product** means a constituent service of the Combo Bundle Service as described in Clause 2.1