

Foxtel Broadband & Home Phone Agreement

nbn™ from Foxtel Home Phone Service Description

1 About this Service Description

If you receive the nbn™ from Foxtel Home Phone service (the Service), this Service Description forms part of your Foxtel Broadband & Home Phone Agreement with us.

This Service Description describes the Service and sets out some of the terms on which we will supply the Service to you.

If any of the terms of the wholesale agreements under which we acquire the inputs required to provide the Service are varied, then we may vary this Service Description to ensure that we comply with our obligations under those wholesale agreements. We will give you as much prior notice of any such variation as is reasonably possible, recognising that such variations will be determined by our Suppliers.

2 nbn™ from Foxtel Home Phone Service

2.1 The Service

The Service comprises:

- connection to the nbn™ network;
- ability to make and receive certain types of calls (subject to any conditions that may apply in respect of certain call types);
- a telephone number;
- listing of that telephone number in a public telephone number directory, unless you request an unlisted (silent) telephone number;
- Voicemail, and
- additional value added services, if selected by you, such as Calling Number Display or other services made available by us from time to time (see clause 9 below for further details, charges may apply).

2.2 Network Boundary Point

We are responsible for supplying the Service up to the Network Boundary Point in your Home.

You are responsible for everything on your side of the Network Boundary Point, including your telephone

handset, but excluding faults caused by Foxtel Supplied Equipment during its warranty period.

3 Plans

We offer to supply the Service in accordance with different Plans. You must choose to receive the Service in accordance with one of these Plans.

The Plans and pricing for the Service are set out in the Price Guide.

4 Minimum Term

You can acquire the Service for the Minimum Terms set out in the Price Guide.

Your Minimum Term will be set out in your Application for the Service as accepted by us or will be subsequently agreed with us in accordance with this Agreement.

If you are receiving the Service as part of a Bundle, your Minimum Term will be set out in your Application for the Bundle as accepted by us or will be subsequently agreed with us in accordance with this Agreement, and will commence on the date the first service included in the Bundle is activated.

5 Requirements and Restrictions

5.1 Availability

Selected Areas

The Service is only available in select areas that are covered by the Supplier Network. If your Home is not located in an area in which we supply the Service, we will not be able to supply the Service to you. If you acquire the Service and move from your current Home, we may not be able to continue to supply you with that service, unless you move to another area covered by the Supplier Network and Foxtel is able to facilitate a transfer of your Service to your new address.

Network Availability and Capacity

We can only supply the Service to your Home where there is sufficient availability and capacity on the Supplier Network to do so. This includes available ports on your nbn™ Connection Box. If there is insufficient availability and/or capacity on the Supplier Network, we will not be able to supply the Service to your Home.

Other Factors

There may be other commercial, operational or technical reasons why we cannot supply the Service to your Home. If any of these reasons prevents us from being able to supply a Service to your Home, we will notify you of those reasons.

5.2 Compatible Handsets

In order to use the Service, you must acquire, install and operate a compatible telephone handset.

5.3 Preselection

Your Service must be preselected to us for all call types (including national, calls to mobile and international calling). This is a condition of our supply of the Service to you.

5.4 Power requirements

You must provide 240-volt mains power at your Home to operate the Service.

For Services provided over the nbn™ Fibre Network or the nbn™ Fixed Wireless Network, power must be provided via a dedicated double power point located within 3 metres of the nbn™ Connection Box. During a power failure at your Home, you will not be able to receive or make any telephone calls (including calls to Emergency 000 service) via the Service and any relevant service levels will not apply.

For Services provided over the nbn™ FTTB Network, nbn™ FTTN Network and nbn™ HFC Network, the Foxtel Hub must be connected to mains power supply directly. During a power failure at your Home, your Service will not operate and any relevant service levels will not apply.

5.5 No Battery Back-Up

We do not provide Battery Back-Up functionality as part of the Service. If you require this service, please inform us and we will assist in directing you to a provider that can supply that service to you.

Foxtel does not support medical, security or other personal alarms that may be attached to your Service. If nbn™ from Foxtel Home Phone service

you have medical, security or other personal alarm at your Home, we recommend that you contact the providers of these alarms to check their compatibility with nbn™ services.

5.6 Priority Assistance

We do not provide Priority Assistance as part of the Service. If you require Priority Assistance, please inform us and we will assist in directing you to a provider that can supply that service to you.

6 Using the nbn™ network

Notwithstanding any other provisions in this Agreement, as a condition of your acquisition of the Service you acknowledge and agree to the following. These provisions are required to enable us to comply with the terms of our wholesale agreements with Suppliers.

6.1 Use of the nbn™ Network

You must:

- ensure that any networks, systems, equipment and facilities you use in connection with the nbn™ network are technically compatible with the nbn™ network and comply with and are used in accordance with, relevant nbn™ Policies and laws;
- provide us with reasonable assistance to enable us to supply or maintain the Services and to comply with our obligations to our Suppliers;
- notify us promptly if you are aware of any material damage to the nbn™ network or any nbn™ Equipment;
- ensure any of your equipment that is used in connection with the Services is maintained in good repair and working condition;
- ensure that any technicians that you engage to carry out works associated with an installation are registered cabling, hold all relevant industry certifications and otherwise comply with all applicable laws, regulations and standards;
- not claim any right, title or interest (whether legal, equitable or statutory) in any part of the nbn™ network or any nbn™ Equipment used in the provision of Service; and
- ensure that you, your agents, suppliers and contractors do not cause or contribute to any loss or theft of, or damage to any nbn™ Equipment.

6.2 Compliance with directions, policies etc

You must comply with our reasonable directions, instructions, policies and procedures in relation to:

- protecting the integrity of the nbn™ network or any other network, systems, equipment or facilities used by us or our Suppliers in connection with the nbn™ network ;
- ensuring the quality of any product or service supplied by our Suppliers to us or any other person; and
- protecting the health or safety of any person.

You must comply with nbn co's Fair Use Policy (as may be amended by nbn co from time to time) a copy of which is on the nbn co website at <http://www.nbnco.com.au/>.

You must comply with any reasonable requirements set out in nbn™ Pass-Through Information we may provide to you from time to time.

You must comply with the nbn™ Equipment user guide and the nbn co Operations Manual (as each may be amended by nbn co from time to time), copies of which are on the nbn co website at <http://www.nbnco.com.au/>.

6.3 Disconnection from the nbn™ Network

We may immediately disconnect, deactivate or suspend your Service (in whole or part) or any network, system, facility or equipment you use in connection with the nbn™ network at any time without notice to you:

- if you are in breach of clauses 6.1 or 6.2;
- if our Supplier informs us that your conduct is in breach of clauses 6.1 or 6.2; or
- if our Supplier ceases, suspends, or interrupts the supply to us of anything that is necessary for us to supply the Service to you.

In relation to any disconnection, deactivation or suspension of the Service due to our Suppliers, we will give you as much prior notice of this as is reasonably possible, recognising that we are reliant on our Suppliers to provide us with this information.

7 Service Activation

Connection timeframes may vary, depending on the type of infrastructure installed in your area. We will use our best efforts to connect your Service between 5 and 20 business days after we accept your Application.

We rely on our Suppliers to supply your Service and this may affect when we can start supplying to you.

We will charge you an activation fee as specified in the Price Guide or your Application, for activation of your Service.

8 Customer Service Guarantee Waiver

You have agreed to waive the protections and rights for which you may otherwise be eligible to receive in relation to Service connection and Service fault fix delays under the Customer Service Guarantee (CSG) Standard.

If you would like to know more about the CSG Standard please refer to the Foxtel Website or contact us. You can also visit the Australian Communications and Media Authority website at www.acma.gov.au

Foxtel is committed to providing you with outstanding customer service. Your CSG waiver does not reduce Foxtel's willingness to fix problems with your service, should they arise.

9 Extras

If you acquire any of the following Extras in connection with your Service, then the terms in relation to each applicable Extra will apply to you.

All Extras may not be available with your Service at all times, due to technical or operational reasons. The types of Extras as well as the terms of supply, including the fees, may change from time to time due to changes in our arrangements with our Supplier.

Extras are available for purchase through foxtel.com.au/myaccount or by calling 131 999.

Pricing for all Extras is set out in the Price Guide.

9.1 Calling Line Identification (CLI)

CLI is data generated and sent over a telecommunications network every time a call is made. CLI includes the calling party's telephone number, the called party's telephone number, the date, time and duration of the call, and the routing of the call.

Every time you make a call using the Service, your CLI will be presented to the called party and the called party may be able to see your telephone number using Calling Number Display (CND), unless you have chosen to block your CLI.

You can choose to block your CLI, in which case your CLI will not be presented to the called party and the called party will not be able to see your telephone number using CND. If you want to block your CLI, please call us on 131 999.

You cannot block your CLI:

- For calls made to emergency services numbers (e.g. 000); and
- For calls made to other carriage service providers, while the CLI will not be presented to the called party, CLI will still be collected for the purposes of fraud prevention, billing, call management or credit control.

9.2 Voicemail

Foxtel Voicemail is included in your Service.

Foxtel Voicemail records messages left by callers to your Service. The messages are stored in a mailbox so you can retrieve them by dialling 125 101 from your Service. You know you have a message waiting when you hear a special dial tone.

You can have one mailbox per Service which stores up to 10 messages of up to 1 minute each. New messages are kept for 7 days, and retrieved messages are kept for 3 days, unless you delete them.

9.3 Calling Number Display (CND)

CND allows the called party to see the telephone number of the calling party, provided that the called party is receiving a telephone service and using telephone equipment that supports CND, the calling party has not blocked its CLI and there is no technical impediment in sending the CLI.

Call Blocking

If you want to hide your caller ID, add 1831 to the front of the number when you dial.

Caller ID Blocking

If you have your caller ID blocked and want to show it, add 1832 to the front of the number when you dial.

9.4 Silent Number

If you have requested the option for an unlisted (silent) number we will not list your name, address or Service number on the telephone directory. We will not disclose your Service number through directory assistance.

9.5 Call Waiting

Call waiting tells you if there is another incoming call when you are already on a call. A “bip-bip” tone alerts you to the new call allowing you to put your first caller on hold while you answer the new caller. Call Waiting is available in most areas of Australia. If you have a new Service, Call Waiting will be automatically turned on.

To access this Extra, you must have a handset which supports tone (DTMF) dialling, have a push button keypad including ‘*’ and ‘#’ buttons and have a time loop break (that is, a Recall or Flash) button.

9.6 Call Return

Call Return allows you to retrieve the number of your last unanswered call and return the call, if you choose.

You cannot use Call Return on selected advanced features or if we have restricted your Service due to late payment of your bill.

To access this Extra, you must have a handset which supports tone (DTMF) dialling, have a push button keypad including ‘*’ and ‘#’ buttons and have a time loop break (that is, a Recall or Flash) button.

9.7 Call Back Busy

If a number you call is busy, you don’t need to wait until you can get through. You can set a call back and when the number you want is available, you will get an automatic call back.

9.8 Call Control

Call control allows you to turn on or off pre-set call barring options. These barring options include:

- 1800 calls
- Local calls only
- Local & operator calls
- Local, national, operator & extras
- Local, national, international & extras
- Local, national & extras
- Local, national & operator

9.9 Instant Hotline

The Instant Hotline service will automatically dial a dedicated number. All you will have to do is pick up the phone and the phone will immediately dial the predefined number. Available for analogue voice only.

9.10 Call Packs

Unlimited Mobile and National Calls Pack

The Unlimited Mobile and National Calls Pack is an Extra which can be added to the Service and provides unlimited calls to standard Australian mobile and standard National numbers.

Use of the Unlimited Mobile and National Calls Pack is subject to Foxtel's Fair Use Policy.

International Calling Pack

The International Calling Pack is an Extra which can be added to the Service and provides discounted international calls to landlines in 25 selected destinations and mobiles in 5 selected destinations.

Use of the International Calling Pack is subject to Foxtel's Fair Use Policy.

10 Bundle Terms

If you acquire your Service as part of a Bundle, then these Bundle Terms will apply to you:

- the Service must be supplied to the same physical address as all other services in the Bundle;
- all Foxtel services that form part of a Bundle must be billed on the one Foxtel bill; and
- there is a limit of one Service per Bundle.

11 Call Types

11.1 Call Types

The call types available using the Service are as follows:

- Local calls
- National calls
- International calls
- International mobile
- International Inmarsat
- 13 calls
- Foxtel to Foxtel local
- Foxtel to Foxtel national
- Foxtel to Foxtel 13 numbers
- Telstra mobile
- Australian mobile
- Special calls
- Special pre rated
- Calls to directory assistance
- 19x calls

nbn™ from Foxtel Home Phone service

- 1800 reverse
- Sensis calls
- Call return
- Auto callback calls
- Telstra satellite
- Optus satellite
- Other services

11.2 Emergency Services Calls

All calls made to emergency service numbers (e.g. 000) will be routed to the Supplier Network.

We will not restrict or suspend supply of your Service in a way that prevents you from making emergency service calls using your Service.

12 Telephone Numbers

12.1 Telephone Number for your Service

We will allocate you a telephone number for use in connection with your Service, unless you have chosen to port your existing telephone number from another service provider to us and we have accepted that port, in which case we will use your existing telephone number in connection with your Service. See clause 13 for details regarding porting of existing telephone numbers.

12.2 Reallocation, Suspension and Withdrawal of Telephone Numbers

Foxtel may at any time change, reallocate, suspend or withdraw the telephone number we have allocated to you for use in connection with your Service in its absolute discretion. We will only do this if we are required or permitted to do so by law. If we do this, we will give you as much prior notice as is reasonably practicable in the circumstances.

12.3 Unlisted (silent) Telephone Numbers

If you wish to change your existing telephone number to a listed telephone number or unlisted (silent) telephone number, please let us know.

By default, your telephone number will be a listed telephone number meaning that it will be listed in public telephone number directories and discoverable through directory assistance services.

Pricing for unlisted (silent) numbers is set out in the Price Guide.

13 Local Number Portability

13.1 About Porting

Local number portability is a scheme that gives you the option of keeping your existing telephone number when you change the service provider of your Standard Telephone Service. This process is known as 'porting'.

13.2 How We Handle Porting

We will handle the porting of your existing telephone number from another service provider to us in accordance with the relevant industry codes. We may not be able to provide on-going support all enhanced calling features and other value added services that you may have with another service provider. To the extent that we can do so, additional charges may apply for these: see the Price Guide for details.

13.3 How to Port your Existing Telephone Number to Us

If you want to port your existing telephone number from another service provider to us, you must ensure that all information provided to us in relation to your port is accurate, complete and up-to-date, and is not misleading. During the porting process, you may experience a brief interruption of supply of service to your Home.

You must not disconnect your existing Standard Telephone Service being supplied by your other service provider during the porting process. If your existing Standard Telephone Service is disconnected for any reason during the porting process, you will lose your rights in respect of your existing telephone number and we will not be able to port your existing telephone number from your other service provider to us.

Your other service provider may charge you fees when you change the service provider of your Standard Telephone Service, including administrative fees for porting your existing telephone number and for early termination if you cancel your Standard Telephone Service during an agreed fixed term. We are not responsible for payment of those fees.

We reserve the right to reject the porting of your existing telephone number from your other service provider to us, including for commercial, operational and technical reasons. If we reject the porting of your existing number, we will notify you and allocate you a new telephone number in connection with your Service.

13.4 How to Port your Telephone Number to another Service Provider

If you want to port your existing telephone number from us to another service provider, you need to arrange this with that service provider.

13.5 Excluded Ports, Transfers

We will only port or transfer standard residential telephone numbers, except in limited circumstances.

We will not port or transfer complex business set ups which may include multiple and/or fax numbers.

We will not accept porting or transferring of the following number types: 1900 numbers; 1800 numbers; and 1300 numbers.

14 Integrated Public Number Database (IPND)

We will provide your name, address, telephone number and other details to the integrated public number database (IPND), even if you have requested an unlisted (silent) telephone number. We are required by law to do this.

The IPND is used for various purposes, including publishing public telephone number directories, providing directory assistance services, operating emergency call services, assisting law enforcement agencies and safeguarding national security.

The IPND is kept and maintained by our Supplier. We are not responsible for the IPND or any breach of our Supplier of any of its obligations in respect of the IPND, including any unauthorised disclosure of your information in a public telephone number directory or through the provision of directory assistance services.

15 Quality and Performance

The supply of your Service and your access to telephony services will not be continuous, fault-free, accessible or available at all times.

16 Service Cancellation

You can cancel your Service by notifying us, in which case we will stop supplying the service on the date agreed with you, or if no date is agreed then immediately after the end of the Bill Period in which you made your request to cancel.

You will be liable to pay all fees for the cancelled Service up to (and including) the date on which we stop supplying that cancelled Service.

You may have to pay an Early Termination Fee (ETF) for the cancelled service in accordance with clause 2.6 of the General Terms.

17 Checking Usage

You can check your usage of your Service through your Online Account. This usage information is usually updated every 24-48 hours.

Certain services may not be included in this usage information: please refer to the Foxtel Website for details of these, if any.

18 Definitions

In this Service Description, where a word or phrase is capitalised and defined in:

- the Definitions section of the General Terms, that word or phrase will have the meaning given to it in that Definitions section; or
- this clause 18, that word or phrase will have the meaning given to it in this clause 18.

Battery Back-Up describes the functionality that delivers battery power to the nbn Connection Box at your Home in the event of mains power failure at your Home.

Bundle in this context refers to a Foxtel broadband, home phone and/or Foxtel TV package.

CSG Standard means the *Telecommunications (Customer Service Guarantee) Standard 2011* (Cth). Information on the CSG Standard can be found on the Foxtel Website.

Foxtel's Fair Use Policy sets out the rules and guidelines in relation to use of Foxtel's Broadband and/or Home Phone services, a copy of which is on the Foxtel Website.

IPND means integrated public number database, which is discussed in clause 14.

nbn™ or nbn co means nbn co Limited (ABN 86 136 533 741) of 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, subcontractors and consultants.

nbn™ Connection Box means an nbn™ owned, operated or controlled network termination device that is installed at your Home.

nbn™ Equipment means any equipment that is owned, operated or controlled by nbn co, including an nbn™ Connection Box.

nbn™ Fibre Network means the fibre to the premises network that consists of fibre lines that are owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ Fixed Wireless Network means the fixed wireless network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ FTTB Network means the fibre to the building network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ FTTN Network means the fibre to the node network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ HFC Network means the hybrid fibre coaxial cable network that is owned, controlled and/or operated by or on behalf of, nbn co.

nbn™ Pass-Through Information means any information that nbn co may, from time to time, provide to us that is relevant to you, when accessing or using the nbn™ network.

nbn™ network means the nbn™ Fibre Network, the nbn™ Fixed Wireless Network, the nbn™ HFC Network, the nbn™ FTTB Network and the nbn™ FTTN Network and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of its services.

nbn™ Policies means the instructions, policies and procedures issued and updated from time to time by nbn co, including the nbn co Fair Use Policy, the nbn™ Equipment user guide, the nbn co Operations Manual and nbn™ Pass-Through Information, copies of which are available at <http://www.nbnco.com.au/>.

Network Boundary Point, in respect of your Home, means the port on your nbn™ Connection Box or such other location as we may notify you.

Priority Assistance is a service designed to assist customers who have (or are living with someone who has) a life threatening medical condition, and require access to a fully operational phone service at all times. Foxtel does not provide priority assistance services.

Standard Telephone Service has the meaning given to that term in the *Telecommunications (Consumer Protection and Service Standard) Act 1999* (Cth).

Supplier Network refers to the network supplied via Telstra Wholesale and/or nbn™.