

# ALL THE IMPORTANT BITS

## 01 ACCEPTANCE

It is important that you read these terms and conditions, our Mobile Services 'Things you need to know about Telstra services' booklet ('**Booklet**') and any relevant pricing brochures which apply to your mobile plan and include requirements to pay charges and other terms limiting your rights and our liability in some cases.

By activating your Telstra mobile service, you confirm that:

- a) You wish to be bound by these terms.
- b) We may collect, use and disclose personal and credit information about you as set out in the Booklet.
- c) Any disclosure of information about the way you use your Telstra service, including call spend, by us to the partner (if applicable) has been made with your permission.
- d) Telstra mobile MessageBank® is a feature of your Telstra mobile service. International Roaming may also be given to you as part of your service. You acknowledge you will be charged for retrieval of messages from MessageBank and if you make or receive calls overseas as set out in Our Customer Terms.
- e) You acknowledge that if you have agreed to have access to Deluxe (18 plus) services, as this is an age-restricted service, you warrant that the Applicant is 18 years of age or older.
- f) If you do not wish to have MessageBank (including call diversions), International Roaming or any other feature, you will ask us or refer to your Booklet for instructions.
- g) All information provided by you is correct. If you are not the Applicant, you warrant that you are authorised to accept these terms and conditions on behalf of the Applicant.
- h) You may be able to use your Telstra mobile service to buy goods, services or content from a third party. If you do so, we will debit the charges from your Telstra mobile account. If you do not pay that amount to us when due, this may result in the Telstra service being cancelled and/or the payment of a late/administration fee.
- i) We may vary Our Customer Terms ('**OCT**') in the ways set out in the Booklet, which may result in changes to terms and pricing.

## 02 ELIGIBILITY

To be eligible for:

- a) the Telstra Staff Mobile Cap Plan, you must satisfy us that you are a permanent or fixed term employee of Telstra (including an employee of a Telstra 100% wholly owned subsidiary). Contractors and casual employees are not eligible for the Telstra Staff Mobile Cap Plan; or
- b) the Friends of Telstra Cap Plan, you must satisfy us that you are a permanent full-time or part-time employee of a Telstra Licensed store, Telstra Post-Paid Partner (includes the supplier of a Personal Calling Program) or selected Telstra industry partner (as determined by us from time to time) or engaged as a contractor directly by Telstra. Fixed-term and casual employees are not eligible for the Friends of Telstra Cap Plan.

You must also be connecting a Telstra video capable mobile (either by Mobile Repayment Option, outright purchase or connecting an existing compatible mobile) to the Telstra Staff Mobile Cap Plan or Friends of Telstra Cap Plan (each a '**Cap Plan**').

## 03 PAYMENT

For each Telstra mobile service you place on a Cap Plan, you must pay us your minimum monthly spend each month. Your minimum monthly spend includes an amount of included calls equal to the value of your monthly spend. Unused included calls expire each month. The calls that are included in your included call component and that count towards the Cap Start and Cap End ('**Cap Amounts**') are set out in section 04 a) ('**Eligible calls**'). You must pay for any additional call charges beyond your included calls up to your Cap Start. You must also pay for any calls that are not eligible calls. Once the eligible calls you make in a month reach your Cap Start, you will not have to pay for eligible calls until you reach the Cap End. You must pay for any calls that are made over the Cap End.

## 04 TELSTRA STAFF MOBILE CAP PLAN AND FRIENDS OF TELSTRA CAP PLAN DETAILS

### a) Eligible calls

- i) Your plan's eligible calls are most national direct dial voice calls, standard national SMS messages, standard national picture and video messages (MMS), standard national video calls, voice and video MessageBank® calls, data browsing, email and data downloads (above your monthly included data allowance) while in Australia and any other calls determined as eligible by Telstra.
- ii) National direct dial voice calls referred to in clause 04 a) i) are: calls to fixed line services (area codes 02, 03, 07, 08), calls to Australian mobile phones in Australia, calls to the following 12xxx numbers: 1223, 1225, 1236, 124124, 12455, 12488, 125125, 12522, 12555, 1268, the following 13 numbers: 130 (10 digits), 131, 132, 133, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 135, 136, 137, 138, 139 (6 digits), calls to Telstra Satellite Mobiles and Dial IT Service calls.
- iii) Some call types and services are excluded such as premium number calls and SMS (19xx), standard SMS sent to international numbers (50c per SMS per recipient), standard picture and video MMS sent to international numbers (75c per MMS per recipient), voice and video calls made to international numbers, any 12xx and 13xx numbers not specified as included, calls made or received while overseas, SMS and MMS sent or received while overseas, data services while overseas, content charges (including third party charges), calls to 1800 numbers and other call types and services not specified as included. See the Telstra mobile section under Home and Family Terms in OCT.

Minimum monthly spend	\$10
Monthly included calls <sup>#</sup>	\$10
Monthly included data allowance <sup>#</sup>	1GB
Cap start	\$39
Cap end	\$400
Standard national voice and video call rate per 60 seconds (or part)	60c
Call connection fee (standard national voice and video)	27c
MessageBank standard	Incoming call diversion: 0c Retrieval: 30c per 30 second block or part
Excess data charges	\$2 per MB (charged per KB or part) PAYG rate or applicable Data Pack excess data charge rate
Standard national SMS	25c per message per recipient sent to a number within Australia
Standard national picture messaging (MMS) rate	50c per picture message sent per recipient sent to a number within Australia
Standard national video messaging (MMS) rate	75c per video message sent per recipient (containing an MPEG file of up to 500KB per recipient) sent to a number within Australia
Service plan (months)	Casual

<sup>#</sup> Unused value expires each month.

**b) 3G and Next G® Data Packs**

You may take up an additional 3G and Next G® Data Pack with your Cap Plan based on the terms set out in OCT (except for the requirement to have and maintain a 3G and Next G® Data Pack for your Cap Plan's plan term).

**c) Ceasing to be eligible for a Cap Plan**

If you cease to be eligible for the Telstra Staff Mobile Cap Plan or Friends of Telstra Cap Plan at any time (for example, because you resign from Telstra, a Telstra Licensed store, Telstra Post-Paid partner [includes the supplier of a Personal Calling Program] or the relevant Telstra industry partner, or you are made redundant), you may elect to move your Telstra mobile service(s) to another Telstra mobile plan. If you do not elect to move your Telstra mobile service(s) to another Telstra mobile plan, we may automatically place your Telstra mobile service(s) on a \$30 Casual Plan without notice to you.

However, if you have taken up a MRO in accordance with section 05, you will be eligible to remain on the relevant Cap Plan (and to continue to receive any MRO Bonus) until the end of your MRO Term.

**d) Service limitations**

If you are eligible for the:

- i) Friends of Telstra Cap Plan, you may place a maximum of five Telstra mobile services on your account on a Friends of Telstra Cap Plan; or
- ii) Telstra Staff Mobile Cap Plan, you may place a maximum of five Telstra mobile services on your account on a Telstra Staff Mobile Cap Plan.

Any Telstra mobile services placed on your Account on a Cap Plan in excess of the applicable limit may be placed automatically on a \$30 Casual Plan without notice to you.

**e) Cancelling your plan**

You may cancel your Cap Plan at any time by notice to us. If you terminate your Cap Plan, you must pay for all charges incurred to that time and a pro-rata amount of the monthly access fee for the month in which you cancel.

**05 MOBILE REPAYMENT OPTION ('MRO')**

- If you are an approved customer and apply to connect to a Cap Plan, Telstra may offer you credit to contribute to the purchase price of a handset and allow you to repay that credit. You may elect to repay the credit over a 12, 18 or 24-month period ('**MRO Term**').
- If you select a 24-month MRO Term, we may rebate an amount to your account every month ('**MRO Bonus**'). The amount of the MRO Bonus is calculated by reference to the amount selected by you from the available MRO amounts at the time you purchase a handset ('**Mobile Repayment Amount**') as follows:

AVAILABLE MOBILE REPAYMENT AMOUNTS (INCLUDING GST)	MRO BONUS (INCLUDING GST) PER MONTH (ONLY AVAILABLE ON A 24-MONTH MRO TERM)
\$360* or above	\$15.00
\$240 or above	\$10.00
\$229	\$9.54
\$199	\$8.29
\$149	\$6.21
\$120	\$5.00
\$99	\$4.13
\$49	\$2.04

\* Selected handsets available on this MRO tier.

If you choose to connect a MRO to your Cap Plan, the following rules also apply:

- a) You must ensure that the Mobile Repayment Amount selected is equal to or less than the price of the handset ('**Handset Price**') (including GST). If you receive a discount on a handset, the Handset Price will be the amount after that discount has been taken off;
- b) We will provide the Mobile Repayment Amount towards the upfront cost of the handset by paying the amount on your behalf directly to the relevant Telstra store;

- c) You must pay the Mobile Repayment Amount provided by us in equal monthly installments over the MRO Term. The final monthly instalment may be higher to cover the total Mobile Repayment Amount;
- d) Where the handset price (including GST) exceeds the value of the Mobile Repayment Amount, you must pay the difference between the Handset Price (including GST) and the Mobile Repayment Amount directly to the Telstra store from which the handset is purchased;
- e) If any of the events listed in Table 1 occur during the MRO Term, the corresponding rule in Table 1 will apply;
- f) If you fail to repay the Mobile Repayment Amount provided by us to you under a MRO on the terms agreed on this form, we reserve the right to suspend or terminate your Telstra mobile service or account;
- g) Only one MRO may be entered into with each Telstra mobile service placed on a Cap Plan;
- h) You should check in the handset box for the manufacturer's warranty period. We warrant that your handset is of merchantable quality. However, we do not warrant that the handset will operate for the full length of your MRO Term. If we supplied your handset and it is not of merchantable quality, we will repair or replace it, at our own cost. You will not be required to pay the monthly spend for your service while your handset is being repaired or replaced, unless you have received a loan handset. If your handset was of merchantable quality, then the repair or replacement will be at your cost and you will be required to pay the monthly spend and Mobile Repayment Amount for your service.

**Table 1**

EVENT	RULE
Your Telstra mobile service is moved to another Telstra mobile plan because you cease to be eligible for the relevant Cap Plan.	You must continue to pay the monthly Mobile Repayment Amount for the rest of the MRO Term. We will not continue to rebate the MRO Bonus to your account.
Your Telstra mobile service is moved to another Telstra mobile plan because you exceeded the limit on the number of mobile services that may be connected to your account on the relevant Cap Plan.	You must continue to pay the monthly Mobile Repayment Amount for the rest of the MRO Term. We will not continue to rebate a MRO Bonus to your account.
You choose to take up another Telstra mobile plan	You must continue to pay the monthly Mobile Repayment Amount for the rest of the MRO Term. We will not continue to rebate a MRO Bonus to your account.
We or you terminate your Telstra mobile service	You must repay to us the balance of the Mobile Repayment Amount outstanding, in addition to any other amounts payable to us, as and when required by us to do so.
You transfer ownership of the MRO	We will not rebate the MRO Bonus to the account to which the MRO has been transferred.

## 06 PRIVACY

Please read our Privacy Statement 'Protecting Your Privacy' available at [telstra.com.au/privacy/privacy-statement](http://telstra.com.au/privacy/privacy-statement)

The Booklet contains the Privacy Statement that is current as at the date of printing the Booklet. The Privacy Statement describes how your personal information is collected, used and disclosed (including for marketing purposes) and your rights in relation to accessing and correcting that information. You agree to the collection, use and disclosure of your personal information in accordance with our Privacy Statement.

You also agree that we may, subject to the Privacy Act 1988 (Cth):

- a) disclose information about you (including information about the conduct of your account and information provided by you when you applied for this service and any application for additional services) to a credit reporting agency to obtain and maintain credit information about you, to another credit provider, and/or a collection agent to collect overdue payments owed by you and to notify defaults by you; and
- b) obtain and use information about your creditworthiness (including a consumer or commercial credit report) from a credit reporting agency, credit provider or other business that reports on creditworthiness for the purpose of assessing an application (including this application and any application for additional services) or collecting overdue payments.

In this section, '**you**' and '**your**' refer to you and your Authorised Signatory (if applicable).

## 07 GENERAL

- Your Telstra mobile service includes a number of features including voice, short messaging service (SMS), multimedia messaging service (MMS), MessageBank®, data services, BigPond® mobile services, 3G or Next G® network services and Push To Talk ('**service features**').

If you have a device which is compatible with any of these service features and you use a service feature, you will do so on the terms of that service feature and must pay all applicable charges (as set out in OCT).

- Telstra's OCT, as amended by us from time to time, applies to all our services relevant to the Cap Plan(s) on your account.
- We may change or withdraw the Telstra Staff Mobile Cap Plan or Friends of Telstra Cap Plan in whole or in part, in accordance with OCT.
- If you take your Telstra mobile phone number to another phone company or select a premium number, you must pay the charges set out in OCT.
- The Telstra Staff Mobile Cap Plan or Friends of Telstra Cap Plan is only available with other Telstra offers or promotions that we specify.
- The Telstra Staff Mobile Cap Plans and Friends of Telstra Cap Plan are not eligible for the Telstra 25% Staff Discount.

## 08 GOODS AND SERVICES TAX AND STAMP DUTY

Where Telstra makes a taxable supply to you and the consideration payable for the supply is not expressed to be inclusive of GST, you may pay or provide that GST exclusive consideration (without deduction of set off) multiplied by the prevailing GST rate. Telstra will issue a tax invoice to you for any taxable supply. You agree to pay us any stamp duty which is payable in relation to this agreement, up to a maximum of \$20.

## 09 DEFINITIONS

'**Telstra mobile service**' means the Telstra 3G or Next G® network service or Telstra mobile Digital GSM service as selected by you under network type.

'**We**', '**us**', '**our**' or '**Telstra**' means Telstra Corporation Limited (ABN 33 051 775 556).

'**you**' and '**your**' means the customer unless otherwise specified.



**CALL 12 5111**

We're here 24/7