

Casphone
National Broadband Network (NBN) Bundle
Customer Agreement

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1. The Agreement

- 1.1 This document contains the service description and terms for the supply of connectivity and internet via services supplied by NBN Co Limited (**NBN Co**) by means of the National Broadband Network (**NBN Service Description and Terms**).

- 1.2 Your Casphone NBN Agreement (**the Agreement**) consists of:
- (i) Your Application;
 - (ii) The NBN Service Description and Terms;
 - (iii) The Voice Service Description and Terms;
 - (iv) The General Terms;
 - (v) The Pricing Plans;
 - (vi) The Appendices; and
 - (vii) The Dictionary.
- 1.3 The information and pricing in the Pricing Plans and the policies contained in the Appendices are subject to change without notice.
- 1.4 Please check the Pricing Plans carefully to see what fees and charges apply to your intended use of the Service.
- 1.5 To the extent that there is an inconsistency between this Service Description and Terms and any other section in the General Terms that applies to the NBN Service, then this Service Description and Terms prevails to the extent required to resolve that inconsistency.
- 1.6 To the extent that any matter is not dealt with in this Service Description and Terms, the Casphone General Terms will apply.
- 1.7 The rights Casphone has in this Service Description and Terms are in addition to Casphone's rights under the General Terms or any other agreement Casphone has with you.
2. [NBN service](#)
- 2.1. The NBN service is the supply of connectivity and internet via services supplied by NBN Co Limited by means of the NBN (**the Service or the NBN Service**). Your NBN Service includes the supply of a voice service, the terms and conditions in respect of your voice service are set out at 'Voice Service Description and Terms'.
- 2.2. The Service is supplied to you by Black Telecom Pty Ltd t/a Casphone Mobile (**Casphone, us, we, our**). Casphone's service provider supplies the NBN Service to Casphone and Casphone re-supplies the Service to you.
- 2.3. The Service will be supplied with internet data and a voice service as a bundle. We reserve the right to provide access to the internet via proxy servers. The terms and conditions for the supply of the voice component are set out in the **Voice Service Description and Terms**.
- 2.4. Casphone may elect to provide you with access to the Service via an alternative access method or an alternative service comparable to the Service. If Casphone decides to change your access method to the Service, or change the Service, Casphone will notify you of any:
- a) substantial changes to the NBN Service; and
 - b) changes to the terms and conditions on which Casphone will deliver the NBN Service to you.

- 2.5. The NBN Service comes in three varieties:
- (a) NBN Fibre Network;
 - (b) NBN Fixed Wireless;
 - (c) NBN Satellite; and
 - (d) NBN Hybrid Fibre Coaxial
- 2.6. NBN Fibre is a high speed broadband access service where the service will be supplied using one of a mix of technologies that have a fibre component to them. The mix of technologies includes:
- (a) Fibre to the Premises (FTTP) where the fibre will run all the way to the premises;
 - (b) Fibre to the Node (FTTN) where the fibre will reach a neighbourhood node or cabinet and from there uses NBN owned or controlled copper cabling to the customer's premises; and
 - (c) Fibre to the Building (FTTB) where the fibre will reach the basement of multi dwelling units and uses the existing copper in the building to supply connectivity between the unit in the building and the fibre in the basement.
- 2.7. NBN Fibre requires that the necessary NBN infrastructure be fully constructed and NBN equipment be installed at the premises.
- 2.8. NBN Wireless is a high speed broadband access service that is supplied using a point to point wireless service that is part of the NBN. It is available to premises where NBN Fibre will not be made available. The service will require the installation of wireless radio equipment in the premises.
- 2.9. NBN Satellite is high speed broadband access service that is supplied using NBN satellite technology. It is for premises where NBN Fibre and NBN Wireless will not be made available.
- 2.10. Hybrid Fibre Coaxial (HFC) connection is used in circumstances where the existing 'pay TV' or cable network can be used to make the final part of the **nbn**[™] network connection. In this circumstance a HFC line will be run from the nearest available fibre node, to your premises. (HFC) connections require an **nbn**[™] network device to be installed at the point where the HFC line enters your home. This device requires power to operate, and can be installed by an approved **nbn**[™] installer or service provider.
- 2.11. You agree and acknowledge that:
- a) We may disclose information about you to NBN Co as required for us to perform our obligations under our agreement with you, to enable NBN Co to exercise its rights or as otherwise required or permitted by law;
 - b) To the maximum extent permitted by law and subject to your rights under consumer protection laws which may apply and which cannot be excluded, NBN Co

is not liable for any loss or damage arising from or in connection with the NBN Services;

- c) NBN Co does not have a contractual relationship with you in regard to the supply of your service and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the NBN or NBN Co equipment used for the provision of NBN Services;
- d) If we provide any materials to you that incorporate NBN Co intellectual property, then we grant you a non-exclusive and non-transferable licence during the term of our agreement with you to use the NBN Co intellectual property solely to the extent required for you to use the NBN Service to which that NBN Co intellectual property relates; and
- e) You are responsible for any loss or damage to us or another person or any of our networks, systems, facilities, equipment or sites or those of another person to the extent that such loss or damage was caused by you, your agents, suppliers, contractors or representatives. However, you are not liable for any loss or damage to the extent that it is caused by us or NBN Co or an installer.

(A) [Service availability](#)

- 2.12. Casphone may refuse your application at its sole discretion.
- 2.13. To acquire the NBN Service, you must be in an area that is NBN enabled. The NBN Service is not available in all areas or at all premises or locations.
- 2.14. Casphone does not guarantee provision of NBN Service to every applicant.
- 2.15. You may check whether your premises are NBN activated by using the coverage checker available on the Casphone website. This is indicative only and Casphone does not guarantee that it will be able to accept all applications for the NBN Service.
- 2.16. Casphone will endeavour to make the NBN Service available as a continuous service, however, the NBN Service is subject to external factors and faults outside our control, such as the performance of third party and supplier equipment or incidents of force majeure and Casphone does not:
 - (a) warrant or guarantee uninterrupted service, or the speed, performance or quality of the NBN Service; or
 - (b) accept any liability for interruption to your Service or for any resulting damage or loss suffered by you or any third party.
- 2.17. We reserve the right to perform system and network maintenance work from time to time, which may temporarily interrupt your access to the NBN Service. Where possible, such maintenance will be performed during non-peak times.

3. [NBN service limitations](#)

- 3.1. The NBN Service you choose will stipulate the access connection speed. This is a speed nominated by NBN and represents the maximum speed that could apply to your NBN Service.

- 3.2. The actual speed in respect of the NBN Service may be slower and vary due to many factors including, without limitation, the type/source of content being downloaded, hardware and software configuration, the number of users and performance of interconnecting infrastructure not operated by Casphone. Devices connected by Wi-Fi may experience slower speed than those connected by ethernet cable.
- 3.3. Some services offered by third party carriers, such as PABX systems, certain fax services, EFTPOS and back-to-base alarms may be incompatible with the NBN Service and may not be available to you after connection of the NBN Service.
- 3.4. Casphone does not warrant that you will be able to obtain the access connection speed at all times while accessing the Service.

4. [Using the Service](#)

- 4.1. Casphone will provide the Service to you with due care and skill. You must use the Service in accordance with the Agreement and ensure that any person you allow to use the Service complies with the Agreement.
- 4.2. When using the Service, you must also comply with all:
 - (a) laws;
 - (b) directions by a regulator;
 - (c) notices issued by authorisation of, or under, law;
 - (d) of the terms of our Fair Use Policy; and
 - (e) reasonable directions by Casphone.
- 4.3. You must not use, or attempt to use, the Service:
 - (a) to break any law or to infringe another person's rights; or
 - (b) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise unlawful or unauthorised; or
 - (c) in any way that may expose Casphone to liability; or
 - (d) in any way which may damage, interfere with or interrupt the Service, the Casphone network or a supplier's network used to supply the Service.
- 4.4. Without limiting any other obligations you may have under this Service Description and Terms (including your obligations under the General Terms and the Fair Use Policy) you must not:
 - (a) use the Service other than for your own personal or business use; or
 - (b) resell, on sell or otherwise onward supply your NBN Service. You must ensure that it is not made available or used by ISPs, internet cafés or web hosting companies; or
 - (c) use a NBN connection for multiple locations. The NBN connection can only be used at one physical location and with one network system in operation at this site,without first obtaining our written consent and Casphone may give or withhold consent, or provide consent subject to certain conditions, at the complete discretion of Casphone.

- 4.5. If you breach paragraphs 4.2 to 4.4 (inclusive) above, Casphone may, in addition to and without limiting Casphone's other rights under the Agreement, provide you with a Breach Notice in accordance with the Fair Use Policy or immediately suspend or cancel the Service.

(A) [Applying for the Service](#)

- 4.6. You may be required to pass a credit check at the time you apply for the Service. The credit enquiry may remain on your credit file for up to 5 years.
- 4.7. We may require you to enter into a direct debit arrangement whereby you authorise Casphone to debit service charges for the Service from your Australian bank account.

5. [Installation](#)

- 5.1. The installation process will vary depending on whether NBN has installed relevant facilities and network termination devices at the premises.
- 5.2. If the premises require NBN to install any infrastructure or equipment, you or your authorised representative will need to be present at the premises at a time and date that is nominated by us. In the absence of intervening factors, an NBN representative will attend the premises and install the necessary infrastructure and equipment. You must co-operate with the NBN representative and comply with all reasonable requests of the NBN representative.
- 5.3. If we and/or NBN Co reasonably determine that the NBN installation required is standard, you agree that we can complete the NBN installation unless you tell us otherwise.
- 5.4. If you wish to re-schedule an installation appointment you must provide us with at least 3 working days' notice. If you do not provide us with at least 3 working days' notice or you miss your scheduled appointment you may be charged a missed installation appointment fee. The NBN representative or a Casphone representative may reschedule an appointment with you. We rely on NBN to tell us about a reschedule of your appointment and will give you as much warning as we reasonably can.
- 5.5. We will use due care in organising your appointment time and there may be other statutory guarantees, implied conditions or warranties that cannot be excluded which may apply. However, given that Casphone is not solely responsible for the installation of your NBN Service or equipment needed to use the NBN Services, Casphone cannot promise that your appointment time will be met and there may be circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws, Casphone excludes liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by Casphone.
- 5.6. A range of Network Termination Devices supplied by NBN Co for the supply of NBN Services (**NTD**) may be used. You must follow the reasonable instructions of the NBN representative or the manuals provided with the NTD. In general, both the NBN power supply unit and the modem must always be connected directly to a mains power supply. If your mains power supply fails or the power is turned off, and you have no backup battery for the NTD and the modem, all services delivered through the NBN will stop working.
- 5.7. The installation of NBN may disconnect the current copper-line telecommunications service that is connected to your premises.

- 5.8. Any existing ancillary services and devices that rely on your copper-line telecommunications service will no longer work unless you move them to the NBN (such as medical alarms, back-to-base alarms, personal response systems, fax machines and EFTPOS). It is your sole responsibility to check with your device/service manufacturer or provider to see if the device is NBN compatible.

6. Charges

6.1. You must pay:

- (a) The fees and charges for the Service, which are set out in the Pricing Plans;
- (b) Any additional fees and charges noted in the Agreement (including in Your Application) or as notified by Casphone in accordance with the Agreement from time to time; and
- (c) Any Service connection fees, set up fee, including line installation fees specified.

6.2. The Service is charged as follows:

- (a) Your plan has a monthly access fee, which is charged a month in advance for the term of your Agreement;
- (b) You will be charged the access fee each month regardless of the actual usage of the Service during that month;
- (c) You will be charged in arrears for any usage which is outside of the plan inclusions (excluded calls/usage);
- (d) You must pay us all fees and charges that are incurred in using the Service even if you did not authorise its use, including (without limitation) any fees and charges incurred by your secondary contact person, as identified in Your Application, arising from that person's access to and operation of the Service; and
- (e) You must pay the fees and charges for the Service even if the Service is unavailable or you are unable to access the Service.

(A) Types of fees and charges (including minimum monthly payments, administration charges and other charges)

6.3. You will be charged the access fee each month regardless of the actual usage of the service during that month.

6.4. Unused portions of the included usage credit component of the Service will be forfeited and cannot be used in any way in subsequent months.

6.5. Some charges, including the following, are not included in your included plan value:

- (a) International calls (including international call forwarding or diversion);
- (b) Value added services;
- (c) Equipment charges;
- (d) Minimum monthly payment or access fee; and
- (e) Calls to special numbers, premium rate mobile services and third party content, unless specified otherwise.

6.6. In addition to the fees and charges you incur in the normal use of the Service (including a minimum monthly payment), Casphone may charge you an administration fee and/or other similar charges (such as a suspension fee, cancellation fee or late payment fees, bill

re-print fees, barring fees, payment dishonour fees and reconnection or reactivation fees). These charges are set out in the Pricing Plan of the Service.

- 6.7. Casphone may also ask you to make a pre-payment usage charge or request that you make an interim good-faith payment, upon reconnection or reactivation of the Service following a suspension or cancellation or where you have incurred high levels of fees and charges for excluded calls identified in the Pricing Plan.

(B) [NBN Service related charges](#)

- 6.8. A Casphone set up fee of **\$79.00** applies to all standard NBN Services. There may be additional setup fees charged by Casphone in respect of your installation. Non-standard or additional installations may incur charges payable by you. We will advise you of any applicable charges.
- 6.9. We may be charged by NBN Co for miscellaneous activities, such as:
- (a) non-standard installations;
 - (b) additional installations;
 - (c) subsequent installations;
 - (d) changes to installations;
 - (e) missed appointments (where you are not in attendance at the premises at the agreed appointment time);
 - (f) cancelled appointments (where you cancelled or changed an agreed appointment time less than 1 hour before NBN Co dispatched personnel to the premises);
 - (g) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded);
 - (h) invalid fault reports (where you report a fault with your NBN Service, and the NBN is not found to be faulty); and
 - (i) restored orders (where you ask for an order that has been put on hold to be restored).
- 6.10. Where we incur any miscellaneous charges, or any other charges, we may bill those charges to you. However, we will notify you of these charges before doing the work or when you make your appointment. We will only perform the work if you agree to pay these charges.
- 6.11. As of 1 April 2016, NBN Co introduced a connection charge of \$300.00 to connect your premises to the NBN where NBN Co identifies your premises to be in a new development (**New Development Charge**). If you are connecting within a new development area you may be liable for the New Development Charge.
7. [Equipment](#)
- 7.1. You must ensure that you have compatible, working equipment installed to access and use your NBN Service including, but not limited to router and cabling. We will not compensate you for access or performance problems caused by equipment which is not supplied by us.
- 7.2. If we have agreed to supply you with a piece of equipment, we reserve the right to and may supply an alternative model or brand of equipment, of similar quality and technical specification.

- 7.3. Customer equipment (such as new or existing cabling and telecommunications outlets) beyond the network boundary point may not work when you connect to NBN. You may require a registered cabler to connect these to your NBN service. You will be responsible for the cost of any such cabling work.
- 7.4. Unless you obtain the equipment from Casphone for use with the NBN Service, you are responsible for making sure that:
- a) All regulatory approvals for your equipment have been obtained;
 - b) Your equipment complies with all relevant technical regulations and specifications at all times; and
 - c) You are responsible for the maintenance of your equipment.
- 7.5. If your equipment appears to be faulty or interferes with the Service, Casphone is entitled to require you to cease using the equipment until the problem has been corrected.

8. [Support](#)

- 8.1. We provide support for the following:
- (a) New account set up and installation;
 - (b) Connecting to the Internet;
 - (c) Viewing web pages;
 - (d) NBN installations on routers and modems purchased from us; and
 - (e) Disconnections.
- 8.2. Casphone only provides technical support for makes and models of modem/router supplied by Casphone. If you are using a model of modem/router not supplied by us, assistance may be available directly from the equipment manufacturer's own technical support service.
- 8.3. Support, maintenance and/or consulting in respect of your equipment are not provided as part of the Service. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.
- 8.4. We may not be able to provide support which requires assistance with Apple computers.
- [Network maintenance and faults](#)
- 8.5. While we will endeavour to make the Service available to customers 24 hours a day, 7 days a week, the services we provide are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the Service.
- 8.6. Casphone will repair faults within our network used to supply the Service. Casphone is not responsible for repairing any fault in the Service where the fault arises in or is caused by:
- (a) a supplier's network;
 - (b) equipment that is not provided by us; or
 - (c) facilities outside the Casphone network.
- 8.7. You must direct all queries regarding faults/outages of the Service to our technical support via our Service Desk. You must not direct inquiries to third party service providers, including NBN Co. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

- 8.8. There may be circumstances where Casphone needs to escalate the fault to NBN Co. If NBN Co determines that the fault is caused by your equipment (for example faulty cabling or router), you will be charged a fee for an incorrect fault lodged.

9. [Billing and Payments](#)

(A) [How you will be billed for your Service](#)

- 9.1. Casphone will send you a monthly bill for your use of the Service and for any associated usage charges for earlier periods if they have not been paid by you.
- 9.2. If the charges incurred since your last bill are below a minimum amount specified by Casphone from time to time detailed on your bill, Casphone may elect to not send you a monthly bill until the charges you incur have reached that specified amount.
- 9.3. If Casphone has not sent you a monthly bill, Casphone will always send you a bill at the end of the quarter for all charges incurred during that quarter, even if your account has not reached that specified amount.
- 9.4. Casphone may use a billing agent to bill you.
- 9.5. Casphone will try to include on your bill all charges for the relevant billing period. However, this is not always possible and Casphone may include these unbilled charges in a later bill(s).
- 9.6. Your first bill will have a pro-rata minimum monthly payment and include a call credit component for the part of the month in which the Service is connected.
- 9.7. You may pay by one of the payment methods as set out in the payment notification, on your bill or on Casphone's website.
- 9.8. In some circumstances (for example, based on Casphone's credit assessment of you), you may be required to pay by direct debit.
- 9.9. Subject to clause 11.2 of the General Terms, you must pay the entire amount billed by the due date specified in the payment notification, or as otherwise notified by Casphone, except for any disputed fees or charges for which Casphone have suspended payment obligations
- 9.10. If your payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), Casphone may charge you a fee.
- 9.11. In some circumstances (see clause 6.6 above) Casphone can also ask you to pay Casphone a reasonable amount before you receive any monthly bill or during connection to the Service by a due date specified by Casphone. These amounts will be credited to your account.

(B) [Late payments](#)

- 9.12. If you do not pay your bill by the date the payment is due, Casphone may:

- (a) Charge you a late fee and/or a dishonour fee; and/or
- (b) If you have agreed to pay by direct debit, debit your bank account with the overdue amount unless Casphone has received notice from you disputing your bill. If a direct debit fails or is rejected, Casphone reserves the right to pass on to you any charges that Casphone may incur; and/or

- (c) Stop you using some or all of Casphone's Services (including restricting outgoing and incoming calls, and restrict Broadband Service availability and/or speed); and/or
- (d) Engage a Mercantile Agent or lawyer to recover the money you owe Casphone. If Casphone engages a Mercantile Agent or lawyer, Casphone may charge you a recovery fee and/or seek to recover relevant expenses; and/or
- (e) Suspend or cancel the Service, in accordance with clause 12.1 or 12.3 of the General Terms as relevant or in accordance with the Service description. If Casphone bars, suspends or cancels the Service, Casphone may charge you a barring fee, suspension fee, cancellation fee or reconnection or reactivation fee. Reconnection or reactivation of the Casphone Service is subject to payment of the reconnection or reactivation fee; and/or
- (f) Notify credit reporting agencies as to your credit worthiness, credit standing and credit capacity; and/or
- (g) Institute legal proceedings against you to recover the money you owe Casphone. If Casphone institutes legal proceedings against you, Casphone may also seek to recover from you interest at a rate prescribed by statute in the State or Territory in which legal proceedings are commenced together with legal costs reasonably incurred; and/or
- (h) On-sell any unpaid amounts or debt to a third party. If Casphone does this, any outstanding amounts will be payable by you to that third party.

10. Agreement Term

- 10.1. Your Service may be provided on a Minimum Contract Period. The Minimum Contract Period is the minimum period during which you must acquire the Service. The Minimum Contract Period commences when the Service is activated.
- 10.2. The Minimum Contract Period, if applicable to you, varies from plan to plan and will be advised to you during your application of your Service and in the Pricing Plan.
- 10.3. If you cancel the Service before the end of the Initial Contract Period you will be liable to pay early cancellation fees, these are calculated as follows:
 - (a) The remaining months, or part thereof, of your contract multiplied by your monthly access fee.
- 10.4. If you notify Casphone within 60 days prior to the end of the Minimum Contract Period or Renewal Period (whichever is applicable) that you do not wish to continue the Service, the Agreement ends at the end of the Minimum Contract Period or Renewal Period (as the case may be) and the Service will cease to be supplied from Casphone from that date.

11. Cancelling your NBN Service

- 11.1. If there is no Minimum Contract Period, you may terminate the NBN service by giving us at least 30 days' written notice. You must pay for charges for the Service up to the end of the notice period.
- 11.2. If you cancel your NBN Service before the end of your Minimum Contract Period, you will be required to pay the early cancellation charges (as set out at clause 11.3).

- 11.3. Casphone may terminate this Agreement at any time at our discretion on 30 days' notice. You must pay for charges in respect of the Service until such time as your Service is terminated.
- 11.4. Casphone may terminate this Agreement if you have breached this Agreement and have not remedied that breach within 14 days' notice from Casphone.
- 11.5. If Casphone terminates this Agreement under clause 12.4 or you terminate this Agreement before the end of the Minimum Contract Period, or Renewal Period; you must pay Casphone the early termination fee; all Fees payable for the balance of the Minimum Contract Period or Renewal Period and all unpaid amounts for any supplied equipment and/or connection charges.

13 Warranties

- 13.1 You warrant that:
 - (a) You are fully authorised and have full legal capacity to enter into this Agreement and to request us to transfer, change or connect the telecommunications service;
 - (b) You will not use the Service for commercial use, sale or exploitation or for a fraudulent or illegal purpose and/or in breach of our Fair Use Policy;
 - (c) The information you have provided in Your Application for this Service is complete, true and correct; and
 - (d) You have reviewed and understand this Agreement, the General Terms and the Pricing Plans.
- 13.2 To the extent that implied terms can be lawfully excluded, Casphone excludes all implied terms from the Agreement.

14 Indemnity and Release

- 14.1 You agree to indemnify Casphone for any damages or loss suffered as a result of your breach of the Agreement.
- 14.2 You release Casphone from any liability arising from:
 - (a) Disruption of the Service; and/or
 - (b) A force majeure event such as act of God, war, terrorism, riot, insurrection, vandalism or sabotage affecting the Service; and/or
 - (c) Cancellation of the Service; and/or
 - (d) Cancellations or refusals related to incompatible products used in connection with the Service; and/or
 - (e) Possible breaches of the Telecommunications (Customer Service Guarantee Standard) 2011.

15 Acknowledgements

- 15.1 You acknowledge and agree that your access to the Service:
 - (a) will prevent you from using products or services that are incompatible with the network;
 - (b) may cause disruption to other telecommunications services, including telephone lines; and
 - (c) will depend on network availability (e.g. if the network is busy).

- 15.2 Casphone's obligation to provide the Service is subject to your meeting the technical requirements.
- 15.3 Casphone may disclose your personal information to its suppliers and contractors for the purpose of providing your Service.
- 15.4 Casphone may monitor use of the Service to see whether you (or any of your group members) are complying with the Fair Use Policy, or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Fair Use Policy or any other policy that applies to anyone using Services that we provide to them.
- 15.5 Casphone may not be able to provide detailed information about your usage (or any of your group members' usage) of the Service (for example, information about what sites were visited and when).
- 15.6 Casphone is not responsible for any loss caused by equipment provided by someone other than Casphone.

16 [Severability](#)

- 16.1 If there is anything in this Agreement that is illegal or void then it is severed and the rest of the Agreement remains in force.