

# Summary of Standard Form of Agreement

PIPE Networks Limited ABN 21 099 104 122

## Important Customer Information: Your Rights and Obligations

This summary document does not change any statements made in the full version of the Standard Form of Agreement (SFOA) and is for information purposes only.

The full version of the PIPE Network Limited's (PIPE's) SFOA can be found at our website ([www.pipenetworks.com/sfoa](http://www.pipenetworks.com/sfoa)).

The SFOA applies to all Telecommunications services provided by PIPE including PipeEthernet and PipeIP services.

### The Contract

Each contract with us is made up of:

- the Service Order;
- the General Terms (Part One of the SFOA);
- the relevant Service Schedule (Part Two of the SFOA);
- the relevant Service Level Agreement, if any (Part Three of the SFOA); and
- the Acceptable Use Policy (Part Four of the SFOA)

A contract begins on the date the Service Order is accepted by PIPE and will continue:

- until the end of the minimum period; or
- until it is terminated in accordance with the contract; or
- where the minimum period has ended and you have continued to use the Service on a month-to-month basis until termination.

### Access

When the Service is connected you must reasonably co-operate with PIPE to allow PIPE to establish and supply the Service to you safely and efficiently. This includes following our reasonable requests to provide our Representatives with safe and prompt access to the premises and your Representatives, equipment, data and information.

We will ensure that our Representatives comply with your reasonable directions while on the premises.

We may refuse or cancel an order if it would be uncommercial or impractical to install the Service in a particular location.

### Equipment

To use the Service, you may need to have on loan our equipment. You are holding our equipment on our behalf for the duration of the contract. You must take reasonable care of our equipment while it is lent to you.

You must provide adequate and suitable space, power supply and environment for all equipment used in connection with the Service and located on the premises

### Use of the Service

In using the Service, you must comply with all laws, all directions by a regulator and reasonable directions by PIPE.

You must not use, or attempt to use, the Service:

- to break any law or to infringe another person's rights;
- in any way which may expose PIPE to liability;
- in any way which damages, interferes with or interrupts the Service, or any telecommunications network, equipment, or facilities, or cabling controlled by PIPE or a supplier to supply the Service;
- in any way which may damage any property or injure or kill any person;
- to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted or otherwise contravenes the Acceptable Use Policy.

### Variations

We cannot make any changes to a contract that are to your detriment unless we are required to by law or provide you with written notice detailing the change we are proposing and a period of at least 30 days in which to terminate the contract, on 30 days notice, without incurring any additional termination costs or charges.

### Charges

You agree that you will pay the charges and make payments in conformity with the rates and charges as set out in the Service Order.

At any time after the expiry of the contract period for a Service, PIPE may on 30 days written notice vary the charges for that Service.

If you do not pay a bill by its due date, PIPE may, charge you interest on the unpaid amount, levy a fee to recover reasonable costs incurred by PIPE as a result of your late payment, or take any additional actions as allowed under the contract.

### Payment

Invoices will be provided to you monthly in by either post or electronic form via email. You must provide a current postal or email address for this purpose and keep us informed of any changes to such postal or email address.

PIPE will invoice you monthly in arrears for usage-based charges; and monthly in advance for

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installation charges, recurring charges and all other charges.

We will not bill you for any charges that are older than 190 days from the date the charge was incurred by you.

Subject to your right to dispute an invoice in good faith, you must pay all invoices within 30 days of the date of the invoice by direct deposit of funds into PIPE's nominated bank account.

If you have notified PIPE of your dispute by the due date for payment, you may withhold only the disputed amounts of the invoice. If you fail to notify us by the due date you must pay all sums due in full.

Unless otherwise expressly noted, all charges for the Services are exclusive of GST. We will issue a tax invoice to you for any supply on which GST is imposed.

## Credit Approval

Credit approval is required:

- for all new customers;
- for material increases in monthly billing, and
- from time to time to ensure we are satisfied with your credit rating.

To assess your credit rating, you consent to PIPE disclosing to a credit reporting agency personal information relating to you in our possession.

## Security Deposit

If PIPE is at any time not satisfied with your credit rating, PIPE may require a security deposit, or an addition to your existing security deposit to limit our financial risk under the contract.

## Personal Information

We will only collect, use and disclose personal information that is reasonably necessary to provide the service.

You may at any time contact us to access and if required correct any stored personal information.

## Service Levels

Where your Service has a Service Level Agreement and performance targets we will use reasonable endeavours to achieve these targets. Where we fail to achieve the relevant Service levels in any one month, you may be entitled to a rebate calculated in accordance with the relevant Service Level Agreement.

You are specifically not entitled to a rebate when you have any undisputed overdue payments outstanding with PIPE.

## Your rights to cancel

In some circumstances you may cancel your Service without incurring any additional charges.

You may cancel your contract immediately if:

- we breach an essential clause of the contract which isn't resolved within 14 days of you requesting us to do so in writing or which is unable to be resolved;
- we become insolvent, bankrupt or unable to pay our debts when due;
- your Service has been suspended for 14 days, where there is no fault on your part;
- if the minimum term has ended and you give us 30 days notice.

In addition to these rights you have a general right to cancel the Service at any time, at your convenience. However, if you do so a cancellation fee will apply. The cancellation fee will be calculated by multiplying the monthly charges payable by you under the Contract by the remaining months (or part thereof) of the minimum term.

You can cancel the Service by writing to us. This letter will be a notice to cancel the Service and will be effective on the date we receive the request.

## Cancellation and Suspension of the Service

We may cancel or suspend your Service in the following circumstances, immediately if:

- we are required to comply with a directive from a law enforcement agency, or a regulatory authority such as the Australian Communication and Media Authority (ACMA);
- you have failed to make a payment by the due date and you fail to make such payment within 7 days of receipt of a notice requiring you to do so, except where an amount is permitted to be withheld pursuant to a billing dispute;
- you become insolvent, bankrupt or unable to pay your debts when due;
- you breach an essential clause of this or any contract with PIPE which isn't resolved within 14 days of us requesting you to do so in writing or which is unable to be resolved.

We may suspend your service by giving you reasonable prior notice where:

- it is necessary to do so to maintain or restore any part of the network;
- we are temporarily unable to supply the Service to you because a supplier has temporarily withdrawn its carriage service from PIPE.

We will only suspend your Service for a period that is reasonable in the circumstances.

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We may cancel your service by giving you 30 days notice if:

- the minimum term on the Service Order has ended and we have continued to supply the Service;
- we are unable to supply the Service to you because a supplier has terminated its agreement with us and we cannot provide the Service to you by using an alternative supplier;
- we are unable to supply the Service to you because of a continuing event that is reasonably out of our control.

## Liability

You are liable to us for:

- all contracted charges for the use of your Service; and
- any damage to our equipment lent to you, which is not the result of fair wear and tear or the fault or negligence of PIPE, or its Representatives.

PIPE has responsibilities and obligations under the Telecommunications Act, the Competition and Consumer Act and other laws. Nothing in this contract limits or removes these rights where it would be illegal to do so. We exclude all conditions and warranties implied into the contract and limit our liability for any non-excludable conditions and warranties, where permitted to do so by law, to (at our option):

- repairing or replacing the relevant goods;
- resupplying the relevant or equivalent services; or
- in either case, paying you the cost of doing so.

We are also liable to you for:

- any damage to your property caused by the fault or negligence of PIPE or its Representatives during installation, repair or maintenance;
- interruptions in your use of the service as a result of a fault or negligence of PIPE and its Representatives to the extent of a rebate as detailed in the relevant Service Level Agreement. Your entitlement to a rebate is your sole and exclusive remedy for any interruption to your Service and for PIPE's acts or omissions leading up to the rebate;
- death or personal injury caused by PIPE and its Representatives.

PIPE is not liable to you for consequential loss, including but not limited to:

- indirect loss, loss of profits of any kind;
- loss or corruption of data;
- interruption to business;

- loss of customers or customer losses;
- loss of revenue and economic loss of any kind.

To the extent permitted by law, our total liability to you in any 12 month period in respect of all claims in arising out of or connection with this contract will not in any circumstances exceed the lesser of:

- the total amount paid or payable by you to us under this contract in the preceding 12 month period, and
- \$1 million.

## Indemnity

You are liable and will indemnify PIPE against all loss arising from or in relation to:

- a claim against us arising out of the death of or personal injury to our Representatives, to the extent that such damage or loss is caused by a negligent act or omission, or an act or omission intended to cause death or personal injury, by you or any of your Representatives;
- any damage to or loss of any equipment, network or other tangible property of ours or any third party to the extent that such loss is caused by a negligent act or omission, or an act or omission intended to cause loss, by you or any of your Representatives;
- a claim by a third party against us to the extent that the claim relates to any negligent or wilful act or omission of you or any of your Representatives in relation to the contract;
- all loss (including consequential and indirect loss or damage) arising from any breach by you or your Representatives of the confidentiality provisions of the contract;
- if we use another supplier in providing the Services, you will indemnify us for all loss suffered by us as a result of a claim by you or a third party against the other supplier (excluding claims for death, personal injury or physical damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services;
- all loss suffered by us as a result of a third party claim against us (excluding claims for death, personal injury or damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services.

Without limiting any other term of the contract, you will release PIPE from any and all loss to the extent that such loss or liability is caused by a negligent act or omission of you or any of your Representatives.

## Complaints and Disputes

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If you have any complaints in connection with your Service (including complaints about your bill) you should contact us first to resolve the complaint.

If the complaint is not resolved to your satisfaction you can take your complaint to the Telecommunications Industry Ombudsman or the Department of Fair Trading.

### **Fault Reporting**

To report an urgent fault to PIPE please call 1800 GO PIPE. For non urgent faults please send an email to [support@pipenetworks.com](mailto:support@pipenetworks.com)