

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

Primus Telecommunications Pty Ltd ABN 69 071 191 396
Primus Telecommunications (Aust) Pty Ltd ABN 77 061 754 943

Summary of Primus Standard Form of Agreement for Fixed Line Services (Version 201205)

1. **About this summary:** This is a summary of Primus Standard Form of Agreement for Fixed Line Services ('SFoA').
2. **Relevant goods & services:** The SFoA relates to fixed line telephone services and ancillary goods and services ('Services').
3. **Security bond:** Primus does not usually require payment of a security bond for these Services but reserves the right to do so.
4. **Types of charges:** The main types of charges for these Services are, but are not limited to, connection charges, line rental or plan charges, equipment rental or purchase charges, call charges including local and other fixed calls and flagfall and timed call charges.
5. **Amount of charges:** There are various plans, options and caps available (including various discounts). Charges for the Services are as set out on our website or otherwise as notified to you.
6. **When charges payable:** Fixed charges are payable (normally monthly) whether or not you make any calls. Call charges and other usage charges are payable (normally monthly) after the charges are incurred.
7. **Billing:** Bills are normally issued monthly, by mail (or by agreement with you, by email). Primus encourages payment by direct debit to your bank account or your credit card or other account and charges \$2.50 if you use any other payment method. Some plans require payment by direct debit and you lose plan benefits if you do not do so. Subject to this, payment is accepted through Australia Post outlets, Bpay, or by cheque, money order, or credit card.
8. **Late billing policy:** Primus policy is not to late bill by more than 190 days charges covered by the ACIF Billing Code.
9. **Late payment penalties:** If a bill is unpaid:
 - 9.1. Primus may charge an administration fee of \$11.00 on an overdue account
 - 9.2. (subject to ACIF Credit Management Code, where applicable) Primus may terminate Service.
10. **Minimum terms:** If a contract has a minimum term, it will be stated in the service description that you apply for.

The Consumer Contracts Code gives you the right to terminate a contract with a minimum term early in limited circumstances. In all other cases, Primus' policy is that cancellation will not be permitted during a minimum term unless Customer satisfies it that special circumstances apply. If Primus in its absolute discretion agrees to early termination, you must make good any losses it suffers as a result.

If the Consumer Contracts Code applies:

 - amounts charged for early cancellation will not exceed a reasonable estimate of Primus' loss
 - if early cancellation is pursuant to an offer of early release under the Consumer Contracts Code you must pay (a) charges up to the end of the contract and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.
11. **Contract termination by Primus:** If the ACIF Consumer Contracts Code applies, Primus may only terminate the contract if one of the following applies:
 - It has no minimum term, or its minimum term has expired, and Primus (a) gives at least 30 days' notice of termination (in the way the Code requires) and (b) refunds any unexpired prepaid credits or (if you agree) credit them to another service.
 - You breach the contract in a material way.
 - There is evidence to suggest fraud or other illegal conduct in relation to the Service.
 - You have died, become bankrupt, insolvent or subject to a similar insolvency event and Primus reasonably believes it is unlikely to receive or retain payments for its charges.
 - It is unavoidably required to do so in order to comply with a legal or court requirement.

- Termination is in accordance with the ACIF Credit Management Code, for your non-payment of invoices by the due date or a later date if agreed.
- You re-sell a Service.
- Reasons outside Primus' reasonable control (including loss of wholesale access to the Service).

Otherwise, Primus may terminate the contract if you breach it or any minimum term has expired or for reasons outside Primus' reasonable control (including loss of wholesale access to the Service).

12. **Contract variation by Primus:** Primus may vary the SFoA from time to time, but:

12.1. If the Consumer Contracts Code applies:

12.1.1. (subject to clause 12.1.2) during any minimum term, Primus will not unilaterally change the terms, including charges, of your Service unless Primus gives You 21 days' notice in writing, as required by the Code. Such a notice will offer You a 'Quit Option' i.e. the right to terminate the contract, within a further 42 days and incur no other charges than (a) usage or network access Charges up to the end of the contract and (b) any outstanding installation costs and (c) any outstanding costs of equipment that You can use with another service provider.

12.1.2. Clause 12.1.1 does not apply if any of the following applies:

- The change is for a Charge that is a tax imposed by law.
- It is a change in the price of international services. These are subject to variation. Contact Primus to confirm prices before calling.
- The change results from an amendment to Primus' contract with a wholesaler of your Service and Primus gives you notice and an explanation in writing, in the way the Code requires. Such a notice will offer You a Quit Option.
- Other limited exceptions apply. See SFoA for full details.

12.2. In any case, where the variation to the SFoA would cause detriment to ordinary customers, Primus will give you at least three day's prior notice by either:

12.2.1. giving written notice with your bill, or personally, or by post or (if you agree) email; or

12.2.2. by advertisement in a newspaper circulating in your State of Territory. (In that case, Primus will also give you written notice with your bill, or personally, or by post or (if you agree) email within 16 weeks after the variation takes effect.)

13. **Obtaining the SFoA:** You can obtain a complete copy of the SFoA online at www.primustel.com.au.

14. **Termination by you:** You may terminate your contract at any time after any minimum term has expired. If you terminate it before a minimum term expires you must, in addition to charges up to termination, pay out the balance of fixed charges that would have been payable for the balance of the minimum term (or, if the Consumer Contracts Code applies, Primus' reasonable estimate of its loss, whichever is less) – unless you terminate under a Quit Option. (In that case, clause 12.1 applies.)

15. **Goods warranty:** Primus will provide you with the same warranty on any goods it supplies as the manufacturer / importer provides for those goods.

16. **Complaints:** Primus' objective is to resolve complaints quickly, efficiently and effectively and has a complaint handling policy in place. Call 1300 85 44 85

17. **Fault reporting:** To report faults, call 1300 85 44 85 (or in the case of corporate customers, the number on your bill).

18. **CSG:** The Customer Service Guarantee sets specific performance standards that fixed line telephone service providers must satisfy and provides for payments to customers (with 5 or less telephone lines) in some circumstances where they are not met.

For more details, see www.primustel.com.au/main/CSG_Vers2/CSG_P1.html on the Primus web site.

19. **TIO:** The Telecommunications Industry Ombudsman (free call 1 800 062 058) is available as a last resort to resolve disputes that cannot be resolved with Primus. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.

20. **Credit checks:** Primus may carry out credit checks and searches as part of its creditworthiness assessment.

21. **Privacy:** Primus privacy statement is available at: www.primustel.com.au/residential/privacy_statement.htm. Please see that document for all privacy information.

IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY AND REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY, PLEASE CONTACT PRIMUS CUSTOMER SERVICE ON 1300 85 44 85.