

# VIRGIN HOME PHONE SERVICE

## SERVICE DESCRIPTION

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## 1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Home Phone *service*.
- (b) *Your agreement with us* for the supply of the *service* is made up of:
  - (i) *your application*;
  - (ii) *the general terms*;
  - (iii) *this service description*;
  - (iv) *the pricing tables*; and
  - (v) *the appendices*.
- (c) You may obtain a copy of the latest version of the *general terms*, *service description*, *pricing tables* and *appendices* from us or on our website: [www.virginbroadband.com.au/sfoa.html](http://www.virginbroadband.com.au/sfoa.html)
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*. Please check the *pricing tables* carefully to see what fees or charges apply to your use of the *service*.
- (e) The meaning of the words printed in *italics like this* is set out at the end of this *service description*, in the *general terms* or in the *dictionary*.

## 2 THE SERVICE

### 2.1 What is the *service*?

- (a) The *service* allows you to make *calls* and receive *calls* for your own personal use only, as a fixed service with a local number that uses a wireless connection over our *network*. The *service* also allows you access to a range of other telephone services, including a directory listing, provision of directory assistance and operator services and other *enhanced calling features*.

(i) **This *service* is only available if you connect to our Broadband at Home *service*.**

(ii) **Only one *service* can be connected at your premises.**

You should check the terms of your *agreement with us* for the supply of the Broadband at Home *service*, as the terms of your *agreement with us* for the supply of this *service* will also apply.

- (b) **The *service* can only be used at your premises.**
- (c) For technical reasons, the *service* is not compatible for use with some services such as Teletypewriters (TTY), facsimile machines and services, DSL internet, decadic (pulse) dialling telephones and systems (for example, rotary dial phones), or security alarm diallers.

- (d) *You* cannot use multiple telephone extensions with this *service*, although *you* can use multiple telephone handsets by using cordless phones with the main phone plugged into the *home modem*.

## 2.2 Who supplies the *service*?

Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442) supplies this *service* to *you*.

## 2.3 Coverage

- (a) The *service* is not available in all areas of Australia. *You* may obtain coverage maps showing where the *service* is available in Australia from *us* or from *our* website: [www.virginbroadband.com.au](http://www.virginbroadband.com.au). *You* are responsible for inquiring whether coverage is available at *your premises*.
- (b) In areas that the *service* is available, it is technically impracticable for *us* to guarantee that:
- (i) the *service* is available in each place within an area where there is coverage,
  - (ii) ‘drop-outs’ will not occur and
  - (iii) there will be no congestion on *our network*.

## 2.4 What do *we* provide as part of the *service*?

*We* will provide *you* with:

- (a) the *equipment* *you* order from *us* in *your application*.
- (b) a *self-installation kit*,
- (c) any additional service features *you* have selected, and
- (d) access to Customer Service (see clause 16 below).

## 2.5 Required equipment

- (a) To access the *service* *you* must have
- (i) a *home modem*, and
  - (ii) *standard telephone service (PSTN)* handset.
- (b) For equipment *we* do not provide, it is *your* responsibility :
- (i) to ensure that such equipment is compatible with the *service*; and
  - (ii) to operate, maintain and carry out any repairs to such equipment.
- (c) *You* may only access the *service* using equipment approved by the Australian Communications and Media Authority.

- (d) The *home modem* will not operate in the event of a mains power failure and *you* will not be able to use the *service* to make or receive *calls*, including, for example, to emergency services. *We* recommend *you* buy an uninterruptible power supply (battery back-up) if relying on the *service* to make emergency *calls*.
- (e) The *home modem* which *you* use to access the *services* will remain *our* property at all times. *You* agree to take reasonable care of the *home modem*, and agree that if *you* fail to do so *you* will be responsible for the costs of repair or replacement in the event that the *home modem* is damaged, lost or stolen or *you* are otherwise unable to return it if *you* or *we* cancel the *service*.

## 2.6 Warranties

- (a) In addition to any statutory warranty to which *you* may be entitled, *we* provide the *warranty period* with equipment *we* supply to *you* at no extra cost. The *warranty period* does not apply for equipment not supplied by *us*.
- (b) If *you* notify *us* of a fault with the *home modem* *we* have supplied to *you* within the *warranty period*, *we* will, at *our* option, repair, replace, or provide credit for the faulty item at no cost to *you*. If *we* do not find a fault, or if the fault was caused by:
  - (i) any equipment which is not owned by *us* (such as *your* computer),
  - (ii) any interference caused by an *intervening event*,
  - (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions, or
  - (iv) damage caused by *you*

then *we* will charge *you* for the repair or replacement, including associated shipping, handling and/or service call fees.

## 2.7 Use of the *service*

- (a) *You* must use the *service* in accordance with the terms of *your agreement* including the *Virgin Home Phone Fair Use Policy (Appendix E)*.
- (b) *You* must not:
  - (i) move the *home modem* from *your premises*,
  - (ii) remove the *SIM card* from the *home modem*, or use it in any equipment other than the *home modem*,
  - (iii) make or receive *calls* on *our network* other than for *your* own personal use, as described in clause 2.1 above.
- (c) If *you* breach paragraphs (a) or (b) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service* without further notice.

- (d) We may place a monthly credit limit on *your account* (at any time and in an amount *we* consider appropriate) or require payment by direct debit or standing order authority. *Your* use of *our service* above *your* credit limit is at *our* discretion and *we* will not be liable if *you* exceed the credit limit *we* have set from time to time.

### 3 CONNECTING TO THE SERVICE

#### 3.1 What needs to happen so that *you* can connect to the *service*?

- (a) In order to connect to the *service*, *you* must
- (i) connect to *our* Broadband at Home *service*: and
  - (ii) plug *your* standard telephone into the *home modem*.

### 4 PRIORITY ASSISTANCE AND DISABLED CUSTOMER EQUIPMENT

- (a) *You* should note that Teletypewriters (TTY) machines or medic alert systems cannot be used with the *service* and the *service* does not provide access to emergency services number 106.
- (b) **We do not recommend this *service* if *you* have a medical condition which necessitates dialling emergency services or emergency medical numbers or *you* require medic alert systems.**
- (c) *Priority Assistance* is **not** available with this *service*.

### 5 PRESELECTION

#### 5.1 Requirement to remain preselected to the *service*

- (a) *You* must remain preselected to the *service* for all *call* types.
- (b) *You* cannot use an override code to select an alternate long distance call provider on a call-by-call basis.

### 6 SERVICE CHARGES

#### 6.1 What does the cost of the *service* depend on?

The cost of the *service* depends on:

- (a) the *pricing plan* *you* select (see *pricing tables*),
- (b) *your* use of the *service* (including, for example, length of *call*, destination of *call* and *call* type, and *your* use of any *enhanced service features*), and
- (c) any changes *you* make to *your pricing plan*, the *enhanced service features* *you* use or acquire and if *you* accept the terms of a *special*.
- (d) *Calls* made using the *service* do not count towards the *broadband data usage* allowance for *your* Broadband at Home *service*.

## 6.2 Can you change your pricing plan?

You may change *pricing plan*:

- (a) if *your current pricing plan* allows you to change, and
- (b) if *you* meet the eligibility criteria of the *pricing plan* to which *you* want to change to.

## 6.3 Variable charges

- (a) Some fees and charges for the *service* are subject to variation, such as charges relating to:
  - (i) international services; and
  - (ii) *content* or premium services.

## 7 PHONE NUMBERS

### 7.1 How do you obtain a phone number?

We will *issue you* a phone number. If *you* already have a phone number, *you* may not be able to *transfer* it to *us* until after September 2007.

### 7.2 How are phone numbers issued?

All phone numbers are selected, *issued* and used by *us* in accordance with the Australian Communications and Media Authority's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).

### 7.3 Can we change your phone number?

- (a) We may be required to recover or recover and replace a phone number *we* have *issued you* in order for *us* to comply with the *numbering regulations*.
- (b) We will give *you* as much notice as is reasonably practicable if *we* have to do this.

### 7.4 Who owns the phone number?

- (a) *You* do not own the phone number and *your* right to use the phone number starts when *we* issue the phone number to *you*.
- (b) *Your* right to use the phone number ends if *you* no longer obtain the *service* unless *you transfer your* phone number (see clause 8 below).
- (c) If *you* stop obtaining the *service* and do not *transfer your* phone number, *we* may issue *your* phone number to another customer in accordance with the *numbering regulations*.

### 7.5 Our liability to you in respect of phone numbers

We are not liable to *you* for any expense or *loss* incurred by *you* due to:

- (a) any recovery or recovery and replacement of *your* phone number under clause 7.3(a) above, or
- (b) *you* ceasing to have the right to use *your* phone number under clause 7.4 above.

## **8 TRANSFERRING YOUR PHONE NUMBER**

### **8.1 Transferring from another carrier or carriage service provider**

- (a) *You* may be able to *transfer* a phone number *you* have obtained from another carrier or carriage service provider when *you* connect to the *service* after September 2007.
- (b) *You* may not be able to *transfer* a phone number from all carriers or carriage service providers. Please contact *us* or *your* current service provider to confirm whether *you* can *transfer your* phone number.
- (c) The 30 day money back guarantee is not available if *you* have *transferred* or are in the process of *transferring your* phone number.
- (d) *We* will not charge *you* a fee for *transferring* a phone number from another carrier or carriage service provider. However, before *you transfer your* phone number from another carrier or carriage service provider *you* should confirm the terms of *your agreement* with that carrier or carriage service provider, to determine what consequences, if any, there are when *you transfer your* phone number (including, for example, a fee for *transferring* or any early *cancellation fees*).
- (e) When *you transfer your* phone number to *us*, there may be a brief period when the *service* is interrupted.

### **8.2 Transferring from us to another carrier or carriage service provider**

- (a) *You* may be able to *transfer your* phone number to another carrier, or carriage service provider by request with that carrier or carriage service provider. However, this is not always possible and *you* may lose *your* phone number.
- (b) *We* may charge *you* a fee to *transfer your* phone number to another carrier or carriage service provider.
- (c) *You* must not *cancel the service* before *you transfer your* phone number. The carrier or carriage service provider to which *you* have *transferred your* phone number will inform *us* that *you* have *transferred your* phone number and *we* will *cancel the service*.
- (d) *You* can only *transfer your* phone number. *You* may not be able to *transfer any enhanced call features*.
- (e) *You* may only *transfer* a phone number for which *you* are the authorised customer.

- (f) If *you transfer your* phone number to another carrier or carriage service provider, any Internet service (including any e-mail address) associated with the *service* may be disconnected.

## 9 PHONE NUMBER DISPLAYS

- (a) *You* can choose whether *you* want to list *your* phone number in the directory services (e.g. White Pages). If *you* do not make a selection, *your* phone number will be automatically listed.
- (b) If *you* choose to list *your* number, or *you* do not choose an option, *your* calling number display (*CND*) is automatically switched on and *your* phone number will be displayed on the phone of the person *you* (or anyone using *your* phone) are calling or be traced or accessed using a call return feature.
- (c) If *you* do not want to display *your CND*, we will bar *CND* on *your* phone. If *you* wish to unbar *CND* on *your* phone, *you* will need to contact Customer Service.
- (d) If *you* have chosen to display *your CND*, *you* can override that choice by dialling:
- (i) 1831 on *your* phone on a call-by-call basis if *you* do not want to display *your CND* for that *call*, or
  - (ii) 1832 if *you* have barred *CND* but want to display *your CND* on that *call*.
- (e) When another person calls *you*, the phone number of that person may be displayed on *your* phone if that person has not barred *CND* on their phone.

## 10 QUALITY OF THE SERVICE

- (a) *Our network* is provided in accordance with relevant technical codes and standards such as the ACIF C519: 2004 End to End Network Performance for the STS code.
- (b) If *you* are a customer of the Broadband at Home *service*, the quality of *calls* made using the *service* may be affected by other traffic on the *network* and other factors including, but not limited to, geography, buildings, and electrical or magnetic interference.
- (c) The *home modem* has a Wi-Fi connection which may be affected by other household electronic equipment.
- (d) If *you* use the *service* to *call* emergency services (000 or 112), *you* must inform the operator of the street address of the location from where *you* are calling.

## 11 ENHANCED CALLING FEATURES

- (a) The *service* offers a range of optional enhanced calling features. These are set out in *Appendix F*.

- (b) Certain enhanced calling features that are available with other local telephony services may not be available with the *service*. *Appendix F* will tell you if a particular *enhanced calling feature* is available with the *service*.

## **12 BARRING OF CALLS TO 190 NUMBERS**

*Calls* to 190 numbers are automatically barred.

## **13 WHAT HAPPENS IF THE *HOME MODEM*, OR *YOUR USERNAME* IS LOST OR STOLEN?**

- (a) We are not responsible if the *home modem* or any username or password you use in connection with the *service* is lost or stolen.
- (b) You must notify us as soon as possible if the *home modem* or your username/password is lost or stolen.
- (c) You are responsible for all charges incurred using the lost or stolen *home modem* or your username/password up until the time you notify us that the *home modem* or your username/password has been lost or stolen.

## **14 WHAT HAPPENS IF YOU CANCEL THE SERVICE?**

### **14.1 What happens if you cancel your home phone service?**

- (a) If, after connecting to the *service*, you cancel your home phone service or transfer your home phone service to another carrier or carriage service provider, your home phone service and your Broadband at Home service will be cancelled automatically.
- (b) We will charge you a cancellation fee if the service is cancelled as set out in the pricing tables.

## **15 WHAT HAPPENS IF YOU MOVE PREMISES?**

### **15.1 If you move premises and the service is available at your new premises:**

- (a) If the *service* is available at your new premises and you wish to continue receiving the *service* at your new premises, you may be issued with a new phone number (which will depend on your charging zone) in accordance with clause 7.2.
- (b) If you are still within the minimum term of your agreement then your agreement will continue to apply at your new premises for the remainder of the minimum term.

### **15.2 If you move premises and the service is not available at your new premises:**

If you move premises and the *service* is not available at your new premises:

- (a) we will cancel the service; and
- (b) if as a result of this the *service* is cancelled before the end of the minimum term, we may charge you a cancellation fee.

### 15.3 Giving us notice of your new premises

*You must give us notice of your new premises before you move and must let us know prior to our home modem being relocated to another premises. If you do not give us notice, we may cancel your service without further notice. If the service is cancelled before the end of the minimum term, we may charge you a cancellation fee.*

## 16 CUSTOMER SERVICE

- (a) If you require support with your connection to the service or have any questions relating to that connection or you need to report a fault, you can contact Customer Service.
- (b) We will provide customer service and technical support for the service and for the home modem.
- (c) Customer Service may only provide limited assistance for equipment and software supplied by you. However, full customer service is provided regarding billing, passwords, e-mail and online services.
- (d) We may refer you to a third party for technical support that is of a complex nature, such as setting up home networks, file or printer sharing, for peripherals, such as printers, switches/hubs, USB hubs, mice, keyboards, third party e-mail programs and some internet browsers. The terms and conditions of any third party suppliers apply to any services supplied by them and charges for their services are payable directly to them.

## 17 CUSTOMER SERVICE GUARANTEE

The Customer Service Guarantee does not apply to the service.

## 18 30 DAY MONEY BACK GUARANTEE

- (a) If for any reason you change your mind about the Broadband at Home service, you can cancel your service without penalty at any time up to 30 days from the date you receive the home modem.
- (b) If you want to cancel the service please call Customer Service on 1300 555 100, or e-mail us at support@virginbroadband.com.au. You must provide us with the following information: your name, address and mobile number (if applicable); your home phone number; and (where possible) a brief explanation of why you have decided to cancel your service.
- (c) This money back guarantee can only be claimed once at your premises.
- (d) You should not transfer your current telephone number to us until after this 30 day money back guarantee period. If your number is transferred or in the process of transferring, you cannot claim this money back guarantee.
- (e) In moving your services to Broadband at Home both we and your existing provider will make changes to your telephone network access. We cannot guarantee continuity of your existing telephone service if you cancel the service after we have started the transfer process.

- (f) If *you cancel the service* under the 30 day money back guarantee, then:
- (i) *You* are responsible for arranging the provision of *services* by an alternative provider after *you cancel your service with us*. This will include where *you* decide to return to *your* previous provider. Except in the case of *our* negligence, *we* will not be liable to *you* for any loss of service or lack of continuity of service arising under clause 17(e) or this clause 17(f),
  - (ii) *You* must return all *equipment* supplied to *you* intact, in good condition and in the original packaging. *You* must call *us* to get a return authorisation number. *We* will then send *you* a satchel to return the equipment.
- (g) If *you* do not return the equipment to *us* within 30 days of *cancelling the service* we will charge *you* the full value of the equipment (as detailed in the *pricing table* at [www.virginbroadband.com.au](http://www.virginbroadband.com.au)).
- (h) *We* will charge *you* the cost of repairing or replacing any *equipment* that is not returned to *us* or is returned to *us* damaged.
- (i) *You* must pay for:
- (i) any usage charges *you* incur up to the *cancellation date* which are not included in *your* included call component of *your pricing plan* (such as *calls* to mobiles not on the *Virgin Mobile network*, *calls* to special numbers and international *calls*), and
  - (ii) any support or installation services performed by a third party supplier for any services performed by them.
- (j) The 30 day money back guarantee set out in this clause 17 is in addition to any rights *you* may have under the statutory warranties (see clause 13.2(b) of the *general terms*).

<b>CONTACT DETAILS</b>	
Customer Service	By phone - 1300 550 100  By e-mail – support@virginbroadband.com.au
National Relay Service	133 677
Translating and Interpreting Service	131 450