



## CUSTOMER SERVICE GUARANTEE

Business Terms - February 2012



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Version February 2012

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Nobleheart Pty Limited atf Nobleheart Trust ABN 39 831 754 543 (“Company”) is committed to upholding the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) issued by the Australian Communications and Media Authority ( **CSG Standard** ). This Customer Service Guarantee forms part of the Company’s Standard Form of Agreement.

This means that for eligible services we promise to meet certain minimum performance standards and to provide our customers with financial compensation when these are not met.

### Services Covered by the CSG Standard

The CSG Standard covers the supply of standard fixed line telephone services.

Specifically, the CSG Standard applies to:

- Maximum connection timeframes
- Repairing a fault or service difficulty
- Attending appointments with customer

For clarity, only voice telephony faults are covered. This means that non-voice faults such as Internet access or fax faults are not covered by the CSG Standard.

In addition, where we make these features available to you, the following enhanced call-handling features are also covered by the CSG:

- call waiting
- call forwarding
- call barring (not including blocking that has been programmed on the entire network)
- calling number display
- calling number display blocking

The CSG does not apply to customer equipment or to customers who have more than five telephone services.

### Periods in which services must be connected

Usual provisions under the CSG apply for the connection of new phone services. However, if you are signing up for a ULL based package, the CSG does not come into effect until the transfer of the ULL service to us has been completed.

Applicable Timeframes	
Connection Type	Allowed Connection Time (after receipt of customer's application)
<b>In Place Connection*</b>	
All sites that have an in-place connection	Within 2 working days
<b>No in-place connection but close to available cabling or other infrastructure</b>	
Community of equal to or more than 10,000 people (Urban)	Within 5 working days
Community of between 2,500 and 10,000 people (Major rural)	Within 10 working days

Applicable Timeframes	
Connection Type	Allowed Connection Time (after receipt of customer's application)
Community of between 200 and 2,500 people (Minor rural)	Within 15 working days
Community of less than 200 people (Remote)	Within 15 working days
<b>No in-place connection and not close to available cabling or other infrastructure</b>	
Community of equal to or more than 10,000 people (Urban)	Within 1 calendar month
Community of between 2,500 and 10,000 people (Major rural)	Within 1 calendar month
Community of between 200 and 2,500 people (Minor rural)	Within 1 calendar month
Community of less than 200 people (Remote)	Within 1 calendar month

*\*An in-place connection is a service at a site where a previous working service has been cancelled and is available for automatic reconnection or reactivation by a carriage service provider.*

### Maximum timeframes for repairing faults

Our commitment to customers is to promptly repair faults and service difficulties (as defined in the CSG Standard) in standard telephone services and the enhanced call handling features that we make available to customers.

The following timeframes exist for repairing faults and service difficulties:

Community	Population Size	Repair time
Urban	Equal to or more than 10,000 people	End of next working day after receipt of the report
Rural	Between 200 and 10,000	End of second working day after receipt of the report*
Remote	Up to 200 people	End of third working day after receipt of the report*

*\*In certain circumstances (for example, where the fault can be repaired by us without attending the customer's premises), the fault repair period is the end of the next working day after receipt of the report.*

Fault reports placed after 5pm on a working day or at any time on a public holiday or weekend are deemed under the CSG to have been made on the following working day.

### Maximum timeframes for appointments

If an appointment for connecting or repairing a CSG service is made, then the appointment period must not exceed five hours. Should a technician attending on our behalf have trouble in attending the appointment, we will make every effort to ensure that reasonable notice is given.



Under the CSG Standard, we will be taken to have attended an appointment unless we have missed the appointment in accordance with the following table:

Appointment Period	Definition of missed appointment
Four hours or less	Does not attend within 15 minutes of the appointment period#
Between four and five hours	Does not attend within the appointment period#

# An extra 45 minutes is allowed where the phone technician must travel long distances for an appointment at a premises in a community of equal to or less than 2,500 people.

### Compensation

Unless an exemption applies, we are required to pay compensation to customers for each working day that connections or repairs are delayed beyond the maximum CSG timeframes or if we fail to keep an appointment. Eligible CSG entitlements will automatically be credited to your account in accordance with the CSG Standard in the following circumstances:

Customer	Service delayed	Compensation for first 5 working days (per working day)	Compensation after first 5 working days (per working day)
Residential /Charity	Connection or repair of standard telephone service	\$14.52	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$7.26	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$14.52	\$48.40
	Not keeping an appointment	\$14.52 for each missed appointment	
Business	Connection or repair of the standard telephone service	\$24.20	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$12.10	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$24.20	\$48.40
	Not keeping an appointment	\$24.20 for each missed appointment	

## Exemptions

In some situations, we are exempt from complying with the CSG. These situations include:

- Where non-compliance or delays are due to circumstances outside our control.
- Where you have agreed to waive your right to CSG eligibility under the CSG Standard.
- Where an enhanced call handling feature is not available (for example, due to existing network limitations).
- Where it is necessary to withdraw the service(s) in order to maintain or upgrade a facility or network and we have given reasonable notice.
- If you fail to keep an appointment with us without giving at least 24 hours' notice.
- If you have not co-operated or have denied us access to your premises.

**Important** - Please be aware that as a customer of the Company, you are asked to waive the CSG in its entirety for our VoIP/hosted voice/MyPBX based service due to:

1. The service being classed as a 'secondary line.
2. Our ability to offer significantly lower call costs for this secondary service.

For further information regarding the CSG waiver please call our Customer Service Team.

## Making a claim

If a customer believes that a breach has occurred and we have not credited a CSG payment for that breach, the customer may contact Customer Service Team to enquire about making a claim.

If you are not satisfied with any of our explanations, you may make a complaint using our complaint process.