



Customer Service Guarantee Waiver

As a carriage service provider, we are committed to complying with our obligations under the *Telecommunications (Customer Service Guarantee) Standard 2011* (as amended and issued from time to time) (**CSG**). The CSG applies to the supply of standard fixed line telephone services (including voice grade services used to connect to the internet) and provides for minimum performance standards with respect to the connection, repair of faults, appointments and financial compensation to customers when they are not met (unless you choose to waive those rights). These timeframes and compensation amounts will vary depending on your location, the type of service supplied, the type of infrastructure and capacity of that infrastructure as well as the size of the community that you live in.

The CSG does not apply to the following services: mobile or satellite telephone services, broadband/internet services, customer equipment or customers with more than five standard telephone services.

The rights set out in the CSG include:

- the right to be provided with information regarding the performance standards set out in the CSG;
- the right to compensation if standard telephone service connection timeframes are not met;
- the right to compensation if standard telephone service faults are not rectified within the specified timeframes;
- the right to compensation if an appointment is missed in connection with a standard telephone service;
- Guaranteed maximum connection provisioning periods;
- Guaranteed maximum rectification periods;
- information regarding the specified timeframes and the applicable amounts of compensation which vary based on location, infrastructure and duration of default.

As Voice Services are often provided across third party infrastructure, or are dependent on third party suppliers who are not required to meet the standards of the CSG, we do not guarantee compliance with the performance standards and specified timeframes laid out in the CSG.

When UTelecom Australia Pty. Ltd. ABN 90 163 421 261 (**UTelecom**) supplies a Voice Service to you, we propose that you wholly waive your rights under the CSG Standard. By wholly waiving your rights, you acknowledge and agree that you are not able to make a claim to UTelecom for compensation where the standards have not been met.

While the CSG does not relate to broadband services, some of our broadband services are bundled with telephony services. If you do not agree to wholly waive CSG for the telephony service, we have the right to decline to supply the services to you, including the broadband service.

You are not obliged to waive your protection and rights under the CSG, however UTelecom may choose not to supply a service to you if you do not agree to wholly waive your rights. You may provide us with an oral or written waiver. The waiver takes effect 5 Business Days after the date of signing and applies to Voice Services provided by UTelecom. If you agree to the waiver but withdraw your consent within 5 Business Days, the waiver will not be effective, however you agree that we may cancel the agreement to supply you with a service.

This waiver does not stop you from contacting UTelecom in regards to a fault with your service, and does not affect the quality of service delivery or prevent us taking action to fix a fault with your service as quickly as possible.

Our contact details are:

- Unit 3, 37-39 Little Boundary Road, Laverton North Victoria 3026

- Email info@utelecom.com.au

Confirmation of waiver

I have read the information set out above and understand that I am agreeing to waive any Customer Service Guarantee protection and rights implied under Part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) with regards to the provision of a Voice Service, and that this waiver will take effect in 5 business days. I understand that I am under no obligation to consent to the waiver, but that consent is a requirement of Voice Service provision and UTelecom will not provide the services to me if I choose to withdraw my consent within 5 business days from this Waiver. I understand the consequences of the waiver, including (1) that I forgo my right to compensation for contraventions of the performance standards that apply to the voice services that I would otherwise have under the CSG; and (2) that the performance standards applicable to the Voice Services after I give this waiver shall be limited to those set out in the UTelecom Terms of Service and Service Schedule - Voice Services at www.utelecom.com.au/legal and any [implied mandatory non-excludable guarantees under the Australian Consumer Law](#).

Print Name: _____

Signature: _____

Date: _____

Contact Phone Number: _____