

**VIRGIN BROADBAND**  
**HOME PHONE SERVICES 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: <http://www.virginbroadband.com.au/global/terms-of-use.aspx>
- (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 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 per *account*.

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*.

- (e) The *home modem* will not operate in the event of a mains power failure and in such event *you* will not be able to use the *service* to make or receive *calls*, including for example, to emergency services.

## 2.2 Who supplies the *service*?

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

## 2.3 Service Availability

- (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 17 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.
- (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.
- (c) Subject to *our* obligations under the statutory warranties (see clause 13.2(b) of the *general terms*), outside any *warranty period*, *you* are liable for the maintenance of *home modem* *we* have supplied to *you*. *You* must contact *us* for details on repairing or replacing the *home modem*. If *we* replace that equipment, unless replacement arises as a result of a breach of a statutory warranty, *we* may charge *you* a fee including associated shipping, postage and handling. *We* will tell *you* how much these charges are likely to be before *you* incur them.

## 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 monitor *your service* to ensure that *you* are complying with the *agreement*, including but not limited to, where the *service* is located. *We* will investigate any misuse of the *service* and may involve police or other law enforcement agencies in doing so. If *we* find that *you* have misused the *service*, *we* may recover from *you* any costs of investigating that misuse. If *your* misuse causes *loss* to another user and *we* are required to pay compensation to that user, *we* may require *you* to reimburse *us*.
- (e) *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.
- (f) 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.
- (g) Due to network configurations, calls will automatically disconnect after 90 minutes.

### **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 therefore the *service* can not provide for calls with a text component to access the secondary 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* choose to acquire all *call* types, including national calls, as a bundle in accordance within *your pricing plan*.
- (b) The *service* does not, and is not required to provide for access to an alternate provider for pre-selectable calls on an ongoing 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?

- (a) You may change pricing plan:
  - (i) if *your* current *pricing plan* allows *you* to change, and
  - (ii) if *you* meet the eligibility criteria of the *pricing plan* to which *you* want to change to.
- (b) Under the terms of a *pricing plan* or *special*, there may be certain conditions relating to changing *your pricing plan*.
- (c) Changing *your pricing plan* does not affect the *minimum term* of *your agreement*.

### 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.

### 6.4 How will we bill you?

We will send *you* an email notification each month, to *your* nominated email address, once *your* invoice is ready to view online. *You* may change *your* email address by logging onto "My Account" at [www.virginmobile.com.au](http://www.virginmobile.com.au) or by contacting *us*. *Your* bills are available to view online at "My Account" at any time.

### 6.5 What will appear on your bill?

- (a) *Your* bill will include as standard itemised listing of all successfully terminated calls to international services, special services and mobile services.
- (b) *Your* bill will not include as standard itemised listing of calls to local geographic services or national long distance services as, subject to the *pricing tables*, these call types are not subject to individual charges.

- (c) *You* may request itemised bill for local geographic services and national long distance services and this may be provided in *your* bill commencing the first billing period following *your* request.

#### **6.6 How often will we bill you?**

We will try to include on *your* bill all charges for the relevant billing period. However, this is not always possible and we may include these unbilled charges in a later bill(s).

#### **6.7 We may use a billing agent to bill you**

We may bill *you* using a billing agent (which may be another *Virgin Mobile group company*).

#### **6.8 What types of payment methods may you use?**

- (a) *You* must pay for the *services* by direct debit from *your* bank account or credit or debit card.
- (b) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque or a chargeback for a credit card payment), we may charge *you* a fee.

#### **6.9 When must you pay your bill?**

- (a) Subject to clause 10.4 of the *general terms*, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*, except for any disputed fees or charges for which we have suspended payment obligations.

#### **6.10 What happens if you do not pay your bill by the due date?**

If *you* do not pay *your* bill by the date the payment is due, we may:

- (i) charge *you* a dishonour fee(s). *You* should see the relevant *pricing table* for the service concerned to check the late fee that applies.
- (ii) debit *your* bank account with the overdue amount unless we have received notice from *you* disputing *your* bill. If a direct debit fails or is rejected, we reserve the right to pass on to *you* any charges we may incur,
- (iii) suspend or *cancel the service*, in accordance with clause 12.1 of the *general terms* or 11.3 of the *general terms* as relevant or in accordance with this *service description*, if, after contacting *you* for payment, payment is still outstanding. If we suspend or *cancel the service*, we may charge *you* a suspension fee, *cancellation fee* or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee. *You* should see the relevant *pricing table* for the *service* concerned to check if a suspension fee, *cancellation fee*, reconnection or reactivation fee applies, and if so, what that fee is;
- (iv) engage a mercantile agent to recover the money *you* owe *us*. If we engage a mercantile agent, we may charge *you* a recovery fee,

- (v) notify credit reporting agencies as to *your* credit worthiness, credit standing and credit capacity; and where necessary, lodge a payment default against *your* personal credit file,
  - (vi) institute legal proceedings against *you* to recover the money *you* owe *us*. If *we* institute legal proceedings, *we* may seek to recover *our* reasonable legal costs reasonably incurred, and
  - (vii) on-sell any unpaid amounts to a third party. If *we* do this, any outstanding amounts will be payable to that third party.
- (b) If *your service* is suspended under clause (a)(iii) above, *you* must contact *us* to arrange alternative payment arrangements and, if *we* agree to lift the suspension, to arrange for the suspension to be lifted.

### **6.11 Multiple services**

If *you* have more than one *service* with *us* and are in arrears in payment for any of *your services*, *we* may elect (with *your* consent) to recover any amounts outstanding for any of *your services* from any of *your accounts* for *services* that have positive balances or bill *you* for the use of *our service* on *your other account*.

### **6.12 What happens if *you* have overpaid?**

- (a) If *you* have overpaid as a result of a billing error:
  - (i) *your account* will be credited with the amount *you* have overpaid, or
  - (ii) if *you* have stopped obtaining the *service*, *we* will use reasonable endeavours to notify *you* that *you* have overpaid and refund the over payment.
- (b) When *we* refund overpaid amounts under this clause 6.11, *we* will refund the overpaid amount to *you* by sending *you* a cheque, unless *your* overpayment was made by credit card where *we* will pay the refund back against *your* credit card.
- (c) Any credits applied to *your account* will first be used to offset any outstanding overdue charges before a refund will be issued.

## **7 PHONE NUMBERS**

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

*We* will issue *you* a phone number or if *you* already have a phone number, *you* may be able to *transfer* it to *us* for use with the *service* after September 2007.

### **7.2 How are phone numbers issued?**

All phone numbers are selected, issued and used by *us* in accordance with the *Number 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 *Number 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 *Number 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*.
- (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 satisfaction 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 DIRECTORY LISTING**

- (a) *Your number will be provided to the Integrated Public Number Database as required and permitted by applicable laws and regulations.*
- (b) *You can choose whether you want to list your phone number in the directory services (eg White Pages). If you do not make a selection, your phone number will be automatically listed.*

## **10 PHONE NUMBER DISPLAYS**

- (a) *If you choose to list your number, or you do not make a selection in accordance with clause 9 above, 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.*
- (b) *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.*
- (c) *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.*
- (d) *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.*

## **11 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 Standard Telephone Service Industry code.*

- (b) You should note that the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) does not apply to this *service*.
- (c) 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.
- (d) The *home modem* has a Wi-Fi connection which may be affected by other household electronic equipment.

## **12 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*.

## **13 BARRING OF CALLS TO 19 NUMBERS**

*Calls* to 19 numbers are automatically barred.

## **14 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.

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

### **15.1 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*.

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

### **16.1 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*.

## **16.2 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*.

## **16.3 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*.

## **17 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.

## **18 CUSTOMER SERVICE GUARANTEE**

The Customer Service Guarantee does not apply to the *service*.

## **19 BROADBAND AT HOME 30 DAY SATISFACTION 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 30 day satisfaction 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 satisfaction guarantee period. If *your* number is *transferred* or in the process of *transferring*, you cannot claim this 30 day satisfaction 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 satisfaction 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 satisfaction 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*).

CONTACT DETAILS	
Customer Service	By phone - 1300 555 100 By e-mail – support@virginbroadband.com.au
National Relay Service	133 677
Translating and Interpreting Service	131 450