

CUSTOMER SERVICE GUARANTEE

INTRODUCTION

This is TMC Connect's Customer Service Guarantee ("CSG") and it forms part of our Standard Form of Agreement ("SFOA") and other agreements for services that state the Customer Service Guarantee applies ("CSG Services").

A reference to 'TMC Connect' or 'we' or 'us' or 'our' means The Message Centre Pty Ltd (ABN 35 132 414 656) and its associated entities.

We are committed to upholding the Telecommunications (Customer Service Guarantee) Standard 2011 (CSG Standard) issued by the Australian Communications and Media Authority.

We promise to meet connection, fault repairs and appointment time frames as set out in the CSG Standard, and to provide financial compensation to our customers if they are not met.

WHAT IS COVERED

The CSG Standard covers fixed telephone services: Standard Telephone Service and 5 specified Enhanced Call Handling Features (Call Waiting; Call Forwarding; Call Barring/Control; Calling Number Display; Calling Number Display Blocking).

The CSG Standard applies to residential and small business customers with 5 or less Standard Telephone Services. It does not apply to carriers or carriage service providers.

The CSG Standard applies to:

- ✧ connections of CSG services;
- ✧ fault repairs and service difficulties; and
- ✧ appointments associated with these activities.

For connections, all Standard Telephone Services are eligible regardless of what is connected to the service (e.g. internet or fax).

For repairs, only voice telephony faults are covered. Non-voice faults (e.g. internet access or fax faults) are not covered.

WHAT IS NOT COVERED

The CSG Standard only applies where we offer a CSG service at a customer's location. It does not apply to:

- ✧ mobile phone services;
- ✧ internet services;
- ✧ customer equipment, such as the telephone handset; or
- ✧ pre-selection (change of phone company or 'churn') delays.

The CSG standard does not apply to customers with more than five phone lines.

TRANSFER OF SERVICES BETWEEN PHONE COMPANIES

Customer transfer, irrespective of whether the transfer to a new phone company involves the connection of a new service, is not covered by the CSG Standard.

MAXIMUM CONNECTION TIME FRAMES

The maximum time frame for the connection of a new CSG service depends on whether a service has been in place or not. If no service has previously been installed, the maximum time frame will depend on the distance of the site from telecommunications infrastructure and the size of the community in which it is located. Maximum time frames for connections can be found on the ACMA website at <https://www.acma.gov.au/theACMA/customer-service-guarantee-for-phone-users-faqs>

MAXIMUM TIME FRAMES FOR REPAIRING FAULTS AND SERVICE DIFFICULTIES

The maximum time frames for repairing faults depend on the location of the customer's premises and the type of fault that requires repair. Maximum time frames can be found on the ACMA website at <https://www.acma.gov.au/theACMA/customer-service-guarantee-for-phone-users-faqs>

DEFINITION OF A FAULT UNDER THE CUSTOMER SERVICE GUARANTEE

The CSG Standard defines a fault or service difficulty as one or more of the following:

- the absence of a dial or ring tone;
- the inability to make or receive calls;
- disruption to communications due to excessive interference;
- repetition of service cut offs;
- another condition that makes the service unusable; and
- if the service includes an enhanced call-handling feature that required activation by a phone company, the non-functioning of this feature.

MAXIMUM APPOINTMENT TIME FRAMES

There are certain maximum time frames when making appointments with customers for connecting or repairing a CSG service. The appointment period must be no longer than five hours and it must be kept unless we provide you with reasonable notice of a change.

Maximum time frames for appointments can be found on the ACMA website at <https://www.acma.gov.au/theACMA/customer-service-guarantee-for-phone-users-faqs>

CUSTOMERS WITH LIFE-THREATENING MEDICAL CONDITIONS

The provision of faster connections, fault repairs and improved service reliability for a person with a life-threatening medical condition is known as Priority Assistance Service. Priority assistance is designed to ensure that persons with a diagnosed life-threatening medical condition, which could rapidly deteriorate into a life-threatening situation, have access to a reliable, fully operational home telephone service to call for assistance when needed.

The time frames for connecting a service or reporting a fault are 24 hours in urban and rural areas and 48 hours in remote areas. If a priority assistance customer experiences two or more faults in a three month period, the phone service must be tested by the carrier. Telstra is the only provider obligated to provide priority assistance services under its carrier licence conditions. Please contact your provider directly to find out if they can offer you a priority assistance service.

More information about priority assistance can be found at

<https://www.acma.gov.au/theACMA/customer-service-guarantee-for-phone-users-faqs>

EXEMPTIONS FROM CSG STANDARD

In certain circumstances, phone companies can claim an exemption from complying with the CSG. When a phone company claims an exemption, the CSG time frames are extended by the period of the exemption.

These circumstances include situations where the customer has not cooperated and denied access to his or her premises, or where non-compliance is due to circumstances beyond the control of the phone company, such as where natural disasters or extreme weather conditions cause mass disruption of services.

A phone company may also be excluded from the CSG if a customer's service is disconnected for non-payment of a charge and agreement has not been reached with the phone company for payment, or if a phone company believes the customer would be unable or unwilling to pay the charges for connection. Smaller phone companies are also able to apply to the ACMA for a temporary exemption from complying with the CSG Standard for a nominated geographic area.

MASS SERVICE DISRUPTIONS

Mass service disruptions (MSDs) are caused by circumstances beyond the control of the phone company, for example, damage to a phone company's facilities caused by a third party, natural disasters or extreme weather conditions. In these situations, mass outages of phone services may occur and the phone company may be restricted in its connection and fault rectification activities.

Phone companies are exempt from complying with the CSG Standard for services affected by an MSD, or for areas that are affected by the need to move staff or equipment to an area affected by an MSD. When a phone company relies on an exemption from complying with the CSG Standard, it must either notify its customers directly or publish a public notice in a daily newspaper (circulating in the affected customers' area) and on the providers website specifying the services affected and the range of phone numbers to which the exemption relates.

COMPENSATION

If we are liable to make a CSG payment to you for a connection, repair, or appointment liability incurred, a CSG payment will automatically be credited to your account in accordance with the CSG standard that can be found at:

<https://www.acma.gov.au/theACMA/customer-service-guarantee-for-phone-users-faqs>

MAKING A CLAIM

If you believe that a breach of the CSG Standard has occurred and we have not credited a CSG payment for that breach, please contact our Customer Care Team:

Phone: **1300 846 046**

If you are not satisfied with any of our Customer Care Team's explanations, you may make a complaint using our complaint process. We will aim to resolve your complaint. If we can't resolve your complaint to your satisfaction, you can contact the Telecommunications Industry Ombudsman by phone on 1800 062 058.