

# STANDARD FORM OF AGREEMENT BILLING POLICY

**TRUECOM PTY LTD**  
**ABN 27 132 135 543**  
**Phone: 1300 018 647**

**15 October 2013**

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## **1. BILLING**

**1.1.** We may bill you:

- (a) for recurring or fixed charges, in advance (for example, line rental charges);
- (b) for variable charges, in arrears (for example, call charges);
- (c) for installation or set-up charges, after installation;
- (d) for any equipment you purchase or Rent from us;
- (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
- (f) using another invoice in the same month for billing alignment purposes where applicable; and
- (g) for any amount owing to any TRUECOM PTY LTD entity.

**1.2** We will bill you in accordance with the billing period described in the Service Description or Pricing Schedule. We can also issue an interim bill in the following circumstances:

- (a) you change your existing plan;
- (b) you request a new service to be connected;
- (c) you relocate an existing service; or
- (d) you request to be invoiced for any 'unbilled' charges

**1.3** Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged, or received by our Suppliers or us.

**1.4** We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods. We will not bill for charges older than 160 days from the date the charge was incurred except:

- (a) Where the charge relates to the sale of goods or equipment;
- (b) Where the charge relates to a technician's visit to your premises; or
- (c) Where the charge relates to a rental or hire purchase agreement of goods.

**1.5** We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your written request and after deduction of any other amounts due by you to TRUECOM PTY LTD.

**1.6** Subject to our dispute resolution policy, you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or Pricing Schedule.

## **2 PAYING YOUR BILL**

**2.1** If you choose (or are required to under the Pricing Schedule) pay by direct debit or credit card you acknowledge and agree that:

- (a) You must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card
- (b) you must provide us with current and valid credit card or direct debit details at all times;
- (c) Your credit card or direct debit account will be debited on the due date of a bill unless your payment for that bill is made by other means and is received by us at least 3 working days prior to that date.
- (d) We do not accept American Express or a Diners Club card.

**2.2** Where a valid credit card or direct debit details is a mandatory requirement of the Pricing Schedule and your details become invalid, dishonoured or you choose to cancel the payment method you must provide us with valid credit card or direct debit details within 14 days otherwise your service may be terminated and an early termination fee may apply in accordance with the SFOA General Terms.

**2.3** If you do not pay a bill by its due date, then:

- a) you must pay our reasonable expenses and costs in recovering payment from you such as the costs of engaging a mercantile agent to collect the overdue amounts; and
- b) we can suspend or cancel the Service in accordance with the SFOA General Terms.
- c) we can charge interest on the outstanding amount where the amount has been outstanding for more than 30 days.

**2.4** If you pay a bill by credit card or direct debit and there are:

- a) Insufficient funds in your account
- b) Your bank account or credit card details are not valid
- c) Your credit card has expired or is dishonoured.

We reserve the right to pass on any decline or dishonor fee.

**2.5** If you pay by Cheque or Electronic Funds Transfer, we reserve the right to:

- a) Charge a processing fee for each transaction
- b) Charge a fee for any cheque that is dishonoured in addition to 2.5a.

**2.6** You must pay the charges in the bill without any set-off, counter claim or deduction unless:

- a) the deduction has been authorised by us in writing; or;
- b) the deduction is a part payment to fulfill your obligations under our Billing Dispute Policy.

**2.7** If you owe to TRUECOM PTY LTD an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from TRUECOM PTY LTD, we may apply the debt to your current account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 2.3.

**2.8** If you overpay a bill or make an overpayment on your account, your payment will be held as a credit for the next billing period and will not be refunded unless you no longer have an active service with us.

## **3 SERVICE SUSPENSION AND CANCELLATION**

**3.1** If the Service is suspended by reason of any default of your obligations under the SFOA or Billing Policy, you must pay a reconnection fee as set out in the Pricing Schedule prior to the

expiration of the suspension and recommencement of the Service in addition to any service charges while it is suspended.

3.2 If the Service is cancelled for any reason you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis.

3.3. We can deduct from your refund (in accordance with Clause 3.2) any amount that you owe us, such as charges you have incurred before cancellation, any applicable Break Fee or Early Termination Fee.

3.4. If you wish to cancel a service, the request must be supplied in writing via e-mail, fax or mail to TRUECOM PTY LTD. A minimum notice period of 30 days applies during which we will continue to charge you for the service and you will be liable for call costs incurred while your service is active.