

## Klaustel Communications

### Regulatory Compliance Statement

Klaustel Communications is compliant with the Telecommunications Consumer Protection Code (C628:2012), which applies if you meet one of the criteria below.

- You are an individual who acquires or may acquire a Telecommunications Product for the primary purpose of personal or domestic use; and not for resale.
- You are a business or non-profit organisation which acquire Telecommunications services from us for business purposes, other than for resale and at the time of entering in to a contract:
  - You did not have a chance to negotiate the terms of your contract with us; and
  - You have or will have an annual spend with us less than \$20,000.

Klaustel Communications operates within a complex regulatory environment but remains committed to keeping you informed about key protection measures that exist within the telecommunications industry.

At Klaustel Communications we know that our success depends on the service we provide our customers. Take the time to browse through it. If you need further information on anything contained here please contact us.

### General

The below principles guide our interactions with you, our valued customers.

- We will communicate with you in plain language.
- We will provide accurate, relevant and current information.
- We will communicate with you in a way that is appropriate to your communication's needs.
- Our Terms & Conditions are available for download from our website.
- We will comply with all of the applicable laws.
- Our staff will interact and communication with you courteously. We will achieve this by:
  - **Culture:** We will promote a culture within our staff where rudeness to Customers, and/or non-compliance with the TCP Code are not acceptable.
  - **Disciplinary Action:** We will ensure appropriate action is taken against staff who are rude to customers.
- We will ensure that you can appoint an Authorised Representative to act on your behalf, and that this authorised representative has the ability to act on the Customers behalf as if they are the Customer.

### Sales, Service & Contracts

#### Communication of Offer

We will communicate our offers (whether orally or in writing) in a clear, accurate and in a manner which is not misleading, enabling you to make informed choices.

### **Summary of Offer**

We will provide Critical Information Summaries which include the following information on our products & services:

- Information about the service
  - Description of the product or service.
  - Whether the offer is part of a bundling arrangement
  - Whether there are any mandatory component of the offer.
  - The minimum term applicable in respect of the product offered.
  - The inclusions, exclusions, conditions and limitations of the product.
- Information about pricing
  - The minimum monthly charge of the product (if applicable)
  - The maximum monthly charge payable where calculable.
  - The maximum charge payable for early termination of the offer.
  - Where the offer is not unlimited, the cost of making a 2 minute standard national mobile call (including flag fall) (if applicable).
  - For an included value plan, an estimate of the maximum number of standard national mobile calls (Each 2 minutes in duration) that a customer can make.
- Other Information
  - A link to the area of our website where you can obtain call data and usage information or instructions on where you can obtain this.
  - Warnings about international roaming costs (if applicable)
  - Our Customer Service contact details.
  - Information about how to access our internal dispute resolution processes
  - Contact details for the Telecommunications Industry Ombudsman.
- Other relevant Information
  - We will provide any other relevant information to you in regards to our product in a readily accessible manner, such as Product Description, Technical information, Billing & Payments, Usage, Warranties, Mobile Coverage, International Roaming, and if we are acting as a Reseller, who the prime carrier of the service is.

Where any information that we have provided is inaccurate, we will remedy this information as soon as possible, and provide it to you in writing. We will resolve complaints with you with a remedy appropriate to the situation, which may include the right for you to terminate your contract with us without penalty.

### **Advertising**

Our advertising will include all important conditions, limitations, qualifications and restrictions about the offer to enable you to make informed choices, and to avoid being misled. We will use a clear and plain language when advertising our offers.

### **Selling Practises**

Our sales representatives will promote and sell our products in a fair and accurate manner and will be able to communicate with you in English.

- **Training:** Our Sales representatives will be appropriately trained on how to sell and promote services in a fair and accurate manner.
- **Ongoing Monitoring:** We will monitor our sales representatives on a regular basis to ensure their compliance.
- **Complaints:** We will monitor and track complaints to ensure emerging or systemic issues are addressed immediately.
- **Accurate descriptions of products:** Our Sales representatives will provide accurate information about our products, services and offers.
- **Appropriate behaviour:** Our Sales representatives will interact with you in a courteous, fair and accurate manner.
- **Consent & Authority:** Our sales representatives will obtain your consent, and confirm your authority to enter into a contract, prior to completing the sale.

### Contracts

- Our standard form of customer contract will be available on our website.
- Our standard form of customer contract will be written in a plain language, be clear, consistent and contain all the terms & conditions of the product.
- Our standard form of customer contract will not include any unfair terms.

### Customer Service

- We will endeavour to answer all your enquiries in a timely and effective manner.
  - We will inform you on the ways you can contact our Customer Service Team.
  - We will monitor our average wait times to ensure these are kept to a minimum.
  - We will endeavour to resolve any queries or complaints on first contact, and continually improve our first call resolution procedures.
  - We will keep records of interactions between you and our customer service teams to aid in assisting you.
  - We will ensure that staff are trained appropriately to deal with your queries.
- We will seek feedback from you on how we deal with your enquiries and use this information to improve our processes and practises.
- We will ensure any personal information we store is protected from unauthorised use, and is dealt with all applicable privacy laws.

### Billing

Klaustel Communications is committed to providing our customers with clearly understood, accurate, timely and complete bills and billing related information.

- We will provide clear and easy to understand information about our pricing, billing, bill period and payment terms and options.
- Our bills are provided in paper form sent by regular post, or via email.

- We will provide historical billing information for up to 6 years from the date of your enquiry, including for a period of up to 24 months free of charge.
- Access to our customer service team will be provided at Untimed Call Rates.
- Our Bills will include the at minimum the following information:-
  - Your Name & Billing Address
  - Our Trading Name and ABN
  - Details on how you can contact us
  - Details of our hours of operation
  - The Bill Issue Date and Invoice Number.
  - The Billing Period.
  - The Due date for the Current Bill Charges
  - The Name of or reference for the plan or agreement for which the bill relates.
  - Details of charges, included call values, discounts and excess charges.
- Our bills will be issued and delivered to you within 10 working days of the closure of the billing period. If there is a delay in this occurring, we will grant you an extension to pay your bill.
- We will endeavour to include all call charges relating to the current bill period into a current bill.
- We will not bill for charges older than 160 days from the date the charge was originally incurred.

#### **Verifying charges**

- We will provide sufficient information and will be able to demonstrate and verify Billing accuracy of our bills.
- We will provide itemisation of all charges unless otherwise agreed with you.

#### **Payment Options**

- We will offer at least one method of payment of your bill that is free of charge.
- We will offer the ability for you to verify any payments you have made.
- We will apply payments within our billing system within 48 hours from the start of the next working day after we are notified of a payment.

#### **Direct Debits**

- We will ensure you can verify that a Direct Debit arrangement are in accordance with your authorisation.
- We will still issue a bill to enable you to verify all charges on your bill prior to the direct debit being processed.
- We will process the Direct Debit as close as possible to your due date.
- We will enable you to cancel a Direct Debit authorisation via email or faxed request, and we will remove it within 3 working days of the request.

## **Credit & Debt Management**

Klaustel Communications provides access to the following tools to enable you to take timely action to manage or limit your spend with us. We offer both spend management tools and security tools described below. Please note our notifications and billing information may be up to 48 hours old at the time of notification, this is as near to real time as is possible.

We will provide usage notification for national calls, SMS and data usage in Australia, and does not cover any usage whilst overseas or calls or SMS sent to overseas.

We will provide:

- Automatic usage alerts via SMS or email at 50%, 85% and 100% within 48 hours of reaching this point - at no cost to you
- Check your balance by calling our Customer Service Team – at no cost to you.

You may choose to:

- Receive less notifications
- Receive more notifications at different usage points of your choosing or;
- Receive usage notifications via a different method.

You may also choose to:

- Automatically restrict your service or parts of your service once a specific spend threshold has been reached.
- Bar or restrict certain call types to better manage your spend.

### **Responsible provision of Telecommunications Products**

- We will inform you about and undertake a credit assessment prior to providing you with a product or service.
- We will advise you of your liability in respect of the services being provided.
- If we restrict access to certain products or service as a result of your credit assessment, you will be advised of this at the time of application, and we will include ways in which this restriction can be removed and the timeframes of this removal.
- If we require a security deposit as part of your application, we will provide information about the terms of the security deposit including details of interest payable, how the deposit may be forfeited and/or repaid.

### **Credit Management Process**

- We will provide a clear and defined credit management process which is available to you at no cost.
- We will also provide information to you on:-
  - Your obligation to pay Bills for telecommunications services by the Due Date.

- The fact that non-payment or repeated late payment of Bills may have an effect on the provision of current or future Telecommunications Services.
- Details of our Financial Hardship Policy.
- We will provide notice, in writing by Post or Email and Phone prior to restricting, suspended or disconnecting a service with at least 7 days' notice, unless you have pre-arrange a cut-off point based on a spend threshold.
- We will send a separate written disconnection notice prior to disconnecting a service for credit management purposes.

### **Fair Credit Management processes**

- We will ensure our credit management processes are fair and reasonable, and will conduct reviews of any suspensions, restrictions or action taken if asked to do so by you.
  - If you are not satisfied of our review, we will advise you on how you can make a complaint.
- We will not impose reconnection charges following suspension or disconnection if it resulted from our mistake.
- We will not credit management any specified disputed amounts, or amounts that are part of an open complaint.
- If we use third parties for debt collection, they will comply with these provisions and the provisions of the Telecommunications Consumer Protection Code.
- Our financial hardship policy is available on our website, for our customers that are experiencing genuine financial hardship.
  - We will assess financial hardship circumstances in a fair and timely manner.

### **Changing Suppliers**

- We will gain your consent & authorisation before transferring any services to us.
- We will inform you in a clear and concise manner
  - That you are entering into a new contract by agreeing to the transfer
  - The details of the services being transferred.
  - Our identity.
  - Whether there will be any disruption to your services as a result of the transfer.
  - Any equipment compatibility requirements & terms and conditions.
  - That you may have to pay a penalty or cancellation fee to your current provider.
- Prior to transfer you will be advised of the transfer process, our contact details, and the date of completion of the transfer on the day it occurs.
- During the transfer we will keep you informed of any changes to the transfer process.
- We will validate and check the accuracy of the transfer when it has occurred.
- We will keep records of the transfer and all details of the transfer for up to 2 years. Access to these records is available upon request.
- If we are unable to transfer for the service for any reason, we will notify you as soon as possible and advise you of your options.

## Sale of our Business

If at any time our business is sold to another party or if part of a corporate re-organisation, we will notify you in writing prior to any transfer being initiated.

We will advise of you of:

- Our intent to transfer your service to the new supplier
- Any details that we have that may materially affect your service.
- Any impacts the change has on your equipment.
- Contact details of the gaining supplier
- The proposed date on which the transfer will take place
- Details on how you can log a complaint about any aspect of the transfer.
- Any details of termination rights that result from the transfer.

## Change of wholesale supplier

We will notify you of any change to our wholesale supplier prior to the change being initiated:-

- Our intent to transfer your service to the new supplier
- Any details that we have that may materially affect your service.
- Any impacts the change has on your equipment.
- The proposed date on which the transfer will take place
- Details on how you can log a complaint about any aspect of the transfer.

## Complaint Handling

If we haven't provided the levels of service you expected, or if you have a concern with KlausTel Communications, please tell us. We have a formal complaint management process in place to ensure that your complaint is addressed appropriately. Please refer to our Complaint Handling process for full information.