

# home|value

**SAVE UP TO \$9.00 A MONTH!**

## Save on Line Rental

**Line Rental** \$24.95 a month  
**Local Calls** 17.5 cents

## Great Capped Rates

**Long Distance Capped Calls, Anytime** \$2.49 for the first 3 hours

## \$10 Included Calls

**Plan fee \$10** includes \$10 long distance, international and calls to mobiles

Long Distance Calls - 25 cents per min. - anywhere, anytime.

Calls to Mobiles - 37 cents per min. - any network, anytime.

A connection fee of 39 cents applies to all long distance, international and calls to mobiles.

Local calls, calls to 13, 0198 (and any call other than long distance, international and calls to mobiles) are excluded from the \$10 plan fee call credit.

Calls billed in 1 second increments. All rates are 24x7 and include GST.

### International call rates

Rates apply to all residential plans.

Choose the right cap for your calling patterns.

Country	Price per minute Calls to fixed lines	Capped 10 minute call rate plus connection fee	Capped 30 minute call rate plus connection fee
Canada	\$0.15	\$1.00	\$2.50
China	\$0.30	\$1.00	\$2.50
Croatia	\$0.51	\$1.50	\$4.00
Fiji	\$0.99	\$9.50	\$28.00
France	\$0.15	\$0.70	\$2.00
Germany	\$0.15	\$0.70	\$2.00
Greece	\$0.14	\$0.90	\$2.50
Hong Kong	\$0.15	\$0.90	\$2.50
India	\$0.88	\$5.00	\$14.00
Indonesia	\$0.54	\$3.00	\$8.50
Ireland	\$0.18	\$1.50	\$4.40
Italy	\$0.17	\$0.70	\$2.00
Japan	\$0.15	\$1.00	\$2.50
Macedonia (FYR)	\$0.53	\$5.00	\$14.00
Malaysia	\$0.36	\$1.00	\$2.80
Netherlands	\$0.15	\$0.70	\$2.00
New Zealand	\$0.15	\$0.70	\$2.00
Papua New Guinea	\$0.28	\$2.00	\$5.50
Singapore	\$0.15	\$0.70	\$2.00
South Africa	\$0.39	\$3.50	\$10.00
Spain	\$0.15	\$0.70	\$2.00
Sweden	\$0.15	\$0.90	\$2.50
Switzerland	\$0.15	\$0.90	\$2.50
Taiwan	\$0.15	\$1.00	\$2.80
Thailand	\$0.51	\$3.50	\$10.00
Turkey	\$0.45	\$3.50	\$9.00
United Kingdom	\$0.15	\$0.70	\$2.00
United States	\$0.15	\$0.70	\$2.00
Vietnam	\$1.10	\$10.00	\$28.00

## Southern Phone Company

Southern Phone is a very special company because we are community owned. We also aim to provide the lowest possible call rates and introduce real competition into the market - especially in regional areas of Australia.

We provide very low cost:

- Full fixed line services
- GSM and CDMA mobile phones
- Broadband and dial up internet services

The goals of the company are to:

- Enhance economic and social development in Australia by reducing telecommunications costs
- Return profits to the community.

If you'd like to know more about your community owned company visit us at [www.southernphone.com.au](http://www.southernphone.com.au) or call us on 13 14 64.

**southern**  
PHONE COMPANY

- 100% Australian
- community based
- community owned

# home value

**Line Rental just \$24.95 a month**



**southern**  
PHONE COMPANY

- 100% Australian
- community based
- community owned

# Terms and Conditions

Southern Phone Company Limited A.C.N 100 901 184, ABN 42 100 901 184 will supply you with telecommunications Services on the terms and conditions set out below. Words not defined in this document have the same meaning as in the Telecommunications Act 1997.

## GENERAL

"Services" means the communications services including Line Rental, Local, Long Distance, Fixed to Mobile, International or Mobile Services as specified on the Application or Order Form or during the Transfer Authorisation Recording. The Telephony service is a preselected service and customers agree to remain preselected with Southern Phone Company if their line rentals are charged through Southern Phone Company.

If you request us to provide your local calls and line rental and later preselect your long distance to another provider you will be placed on the Local Calls Only Plan which carries a line rental of \$39.95 residential and \$44.95 business and a local call charge of 25 cents per call.

### 1. OUR AGREEMENT WITH YOU

1.1 We, Southern Phone Company Limited (ACN 100 901 184) will provide you (the Customer) with Services in accordance with these terms and conditions that form our Agreement with you.

1.2 Our Agreement also includes your Application or order form, which may be either in writing or a recording if you made the Agreement by telephone. The oral recording will be binding in the same way as the written Agreement. We may accept a facsimile copy of the application. That facsimile copy will bind you as if it was the original.

1.3 Our Agreement also includes our current price list, which is subject to variation. A reference to our current price list is a reference to our price list as at the date of provision of Services irrespective of whether you have received notice of any change to our price list. We will send you, at your last known address, notice in writing of any changes to our price list 30 days before introducing any such changes.

### 2. THE SERVICES

2.1 We will provide you with the Services. The Services will be provided to the number nominated by you.

2.2 We will provide the Services to you using our facilities and those of other suppliers or carriers. Our Services may be added to or varied at any time and we may change those suppliers without reference to you.

2.3 We do not warrant that we will be able to provide you with Services, but to the extent that carriers provide Services to us we will provide those Services to you.

2.4 If your Service is disrupted we will do our best to have that service reinstated as soon as we can.

### 3. TRANSFER OF SERVICES

3.1 In order for you to use our Services we may need to change your arrangements with your current telecommunications services supplier. In which case:

1. You appoint us as your agent to transfer your account for these Services to us and you authorise us to sign, on your behalf and in your name, the authority that will cause your current supplier to transfer your accounts to us.

2. If we ask, you will give your current supplier instructions in writing to transfer your account from them to us.

3. You will pay your current supplier any amounts you owe them up to the time your service transfers to us. We will not accept any liability for any account you owe your current supplier.

3.2 If you transfer to another supplier in future you will pay us all outstanding accounts for Services used up to the time the transfer is made.

### 4. CHARGING FOR THE SERVICES

4.1 We will send you a bill for Services based on our current charges. We may vary those charges from time to time.

4.2 We will generally bill you monthly in advance for line rental (if you have that Service) and monthly in arrears for usage charges, although we reserve the right to bill at different intervals. We reserve the right to bill for charges incurred in all previous billing periods. If your account is less than \$20 we may carry that amount over to the following bill.

4.3 You are liable to pay the charge for the Service even if the use of the phone for those Services was not authorised by you. We may pass on any charges another supplier charges us (including increases and one off charges) without notice to you.

4.4 You must pay the bill on or by the due date shown on the bill. If you do not we may charge you a late payment fee as prescribed in our price list current at that time.

4.5 We may charge interest on an amount not paid by the due date. This will be at the rate at the time of the Commonwealth Bank Overdraft Reference Rate. Interest will be calculated daily and charged from the due date until payment of the outstanding amount is received.

4.6 If you do not pay your bill we will suspend Services to you 10 calendar days after the due date shown on the bill unless you notify us in writing of a dispute about those charges.

4.7 If we incur costs recovering any debt you owe us (such as search fees, process fees and costs paid to a collection agency) we reserve the right to recover those costs from you.

4.8 If you present a cheque for payment that is dishonoured we may terminate this Agreement with you. We may also charge you a dishonour fee.

### 5. CREDIT AND PRIVACY

5.1 You agree that (subject to the Privacy Act 1988) we may use your personal information. This information may include your name, address and other information you give us in your Application.

5.2 We may disclose personal information you provide to us to a Credit Reporting Agency.

5.3 You agree the Credit Report containing personal information about you can be given to any Credit Reporting Agency to help us assess your Application for commercial credit, or for collecting overdue payments that are owed by you to us.

5.4 You agree we can obtain information about your credit worthiness from any person or body who provides this information to assist in our assessment of your Application for commercial credit.

5.5 You agree we can provide your personal information to:

1. Collection agents to recover overdue amounts you may owe us;
2. Carriers or service providers if they need the information to provide the Services to you; and
3. To Government or regulatory bodies as may be required by law.

5.6 We may, at our sole discretion, impose a credit limit on your account or we may require a security deposit or interim payment at any time. We may suspend your service if you exceed your credit limit once you have been sent written notice of your credit limit.

5.7 Except for the uses stated above we will keep your personal information confidential.

5.8 You must notify us within 14 days if you change your address or other billing contact details.

### 6. COMMENCEMENT AND TERM OF THE AGREEMENT

6.1 This Agreement commences when you sign the Application or when you complete a recorded Agreement with us to take the Services and continues until terminated.

6.2 The provision of Services commences when your account is transferred from your current supplier to us and/or any other necessary arrangements with another supplier for the provision of the Services to you have been completed.

### 7. TERMINATION OF THE AGREEMENT

7.1 Either of us may terminate this Agreement by giving the other 30 days written notice.

7.2 We may terminate this Agreement immediately if:

1. You have breached this Agreement;
2. A liquidator or receiver is appointed to wind up your business;
3. We are informed of the death of the Customer;
4. You change your billing address and do not notify us.

7.3 We may also immediately terminate this agreement at any time by written notice if other carriers cease to provide necessary Services to us.

7.4 If this agreement is terminated in accordance with this Clause 7 and another carrier supplies Services to you, you acknowledge that:

1. The carrier may not be able to provide Services immediately
2. The carrier will bill you according to their current tariffs.

7.5 If we are unable to provide the Services, other than through a temporary disruption, then you may terminate the agreement without compensation for any direct or indirect damages that you may suffer.

### 8. LIMITATION OF LIABILITY

8.1 We have no liability to you for:

1. Acts or defaults of our suppliers;
2. Faults caused by your conduct or misuse; and
3. Faults that are caused by incompatibility between Services.

7.2 Under no circumstances will we be responsible for any indirect or consequential damage that you may suffer from our failure to provide effective Services.

### 9. FORCE MAJURE

9.1 We are not liable for any delay in installing a service, or correcting a service fault, or the failure or incorrect operation of any service or any other delay or default in Services that is caused by an event that is reasonably beyond our control.

This can include war, accident, Act of God, industrial action, embargo, delay, failure or default of any other supplier.

### 10. ASSIGNMENT

10.1 Unless we agree in writing you may not assign your rights under this Agreement.

10.2 If we give you 30 days written notice we may assign all our rights and obligations under this Agreement to another service provider.

### 11. GENERAL

11.1 The laws of New South Wales govern this Agreement.

11.2 Any persons signing this Agreement on your behalf warrant they have full power and authority to bind you in respect of this Agreement.

11.3 Except as otherwise noted in these terms they are the entire Agreement between you and us in relation to the Services. To the extent permitted by law all other representations and warranties are excluded.

11.4 Any invalid or unenforceable terms will not affect the enforceability of any other terms.

11.5 You acknowledge that you are entering this Agreement entirely as a result of your own enquiries and that you are not relying on any representations or promises by us other than those set out in this Agreement. Accordingly, you release our staff and agents from all claims of any kind arising from any interaction we may have had before you made this Agreement with us.

11.6 If any variation is made to these terms we will advise you in writing.

# Privacy Statement

Southern Phone respects your right to privacy. This statement sets out important information about privacy protection applied to information we gather.

Southern Phone is bound by the Privacy Act 1988 and abides with the National Privacy Principles.

## Information Collection

Southern Phone may record information:

- (a) Submitted by you, such as when you provide information by telephone or in document form or when you enter your details on our website;
- (b) Supplied by third parties, such as credit reporting agencies;
- (c) From publicly available sources of information; and
- (d) When legally required to do so.

## Use of Information

Southern Phone may use the information it records:

- (a) For billing and debt collecting purposes;
- (b) For credit verification purposes;
- (c) To inform you of changes and additions to our services;
- (d) To provide customer support;
- (e) To research the usage of and to develop the capabilities of our services;

The information recorded by Southern Phone may also be collated and de-identified to provide Southern Phone with anonymous demographic and other data.

The information recorded by Southern Phone may also be used to promote and market to you other services which we consider may be of interest to you. If you no longer wish to receive these communications from Southern Phone or from third parties, you can contact Southern Phone at any time and make an 'opt out' request.

## Disclosure of Information

Southern Phone may disclose your personal information to third parties which provide Southern Phone with outsourced functions. These may include, but not be limited to, billing and debt collection, customer enquiries and mailing systems. Southern Phone may also disclose personal information to other telecommunications service providers, law enforcement agencies, government agencies, courts or our professional advisers, including our accountants, auditors and lawyers.

## Information Accuracy

Southern Phone strives to maintain the accuracy of the information it records. If you are a Southern Phone customer you may access your account details and correct your personal information by contacting Southern Phone customer service.

## Information Security

Southern Phone takes reasonable steps to ensure that your personal information is stored securely. However, no transmission over the Internet or storage of information on servers connected to the Internet can be guaranteed to be absolutely secure. While we strive to protect your personal information from misuse, loss or unauthorised access, destruction, use, modification or disclosure of data we cannot guarantee the security of any information you transmit to us.

## Contacting Southern Phone

If you require further information regarding Southern Phone's Privacy Policy, you can contact our Customer Service Centre by calling 13 14 64.

Southern Phone Company 8 Page Street, Moruya, NSW 2537

ABN 42 100 901 184