

Terms And Conditions



1. YOUR CONTRACT WITH FUTURE BROADBAND

- 1.1. All Future Broadband services are delivered only upon agreement by you of these Terms And Conditions, and;
 - 1.1.1. Product Offer specific terms and conditions
 - 1.1.2. A completed Application
 - 1.1.3. Payment of any required establishment fees
- 1.2. The Commencement of the contract shall begin once Future Broadband accepts your application.
- 1.3. The Minimum Term offered by any Product Offer shall commence from the date Our Supplier advises completion of the Service connection; and the Contract will continue for the Minimum Term unless it is terminated earlier under clause 5
- 1.4. A Service outside its Minimum Term will continue on a month-to-month basis, and the Contract will continue unless it is terminated earlier under clause 5

2. YOUR APPLICATION AND AGREEMENT

- 2.1. Future Broadband will provide you with the Services you apply for in the Application.
- 2.2. Services will only be provided where Our Suppliers can deliver a Service.
- 2.3. All endeavors are made by Future Broadband to connect your Services as soon as practical, after we have accepted your Application. Future Broadband does not warrant that delays or faults will not occur in relation to both the installation and subsequent supply of Services.
- 2.4. Applications can be made for the following Product Offers;
Premium NBN, Prepaid Home VoIP, Premium DSL

3. CHANGES TO THE AGREEMENT

- 3.1. Future Broadband is a retailer provider of telecommunications services using equipment and networks of Our Suppliers. We may need to vary the terms and conditions, price, features, availability or other aspect of your Product Offer. We will provide you with 30 days notice if we intend to do this.
- 3.2. You agree that Future Broadband may enhance the capabilities of your Service from that of your Product Offer, if those changes are likely to benefit you, including within a Fixed Term Contract.
- 3.3. Some ancillary pricing is variable, and can change from time-to-time. This includes connection fees, relocation fees, plan or service modification fees, transaction fees and surcharges, or premium content.
- 3.4. If we make changes to the Contract that are detrimental to you, meaning that the changes will result in a material increase in the Charges or unreasonably and detrimentally change the characteristics or functionality of the Service we contracted to supply to you, then you may immediately cancel the affected Service without incurring any early termination fee by giving us notice in writing to that effect within the 42 days of the date of any notice of changes given under clause 3.1.
- 3.5. If you do not give notice to us within the 42 day period referred to in paragraph 3.4 you are deemed to have accepted our changes from the date those changes are to take effect and that our Contract as amended by those changes, will govern the relationship between us from that date.
- 3.6. If you terminate the services pursuant to this clause you remain liable for Service charges and usage up to the date on which the Contract ends and any amounts outstanding.

4. CHARGES AND BILLING

- 4.1. You must pay all invoices, without deduction, within 14 days of the date of the bill.
- 4.2. Invoices may contain charges for setup, establishment, equipment, usage, repairs and maintenance, government charges, and anything else associated with the supply of Services.
- 4.3. Rates can be varied in accordance with the respective laws.
- 4.4. Discounts, Credits or Rebates only apply if they are confirmed to you by email notification from Future Broadband.
- 4.5. Invoices are issued on or around the 1st of each Calendar Month.
- 4.6. All Predefined Charges are billed in advance. This includes, but is not limited to, Monthly Service Fees, Addons, Setup Fees, Equipment, Fee for Service Requests.
- 4.7. Usage Charges, other than pre-paid usage, is billed in arrears.
- 4.8. Failure to pay any invoice within its due date will allow Future Broadband to invoke clause 5 of the contract.

5. SUSPENSION AND DISCONNECTION OF SERVICES

- 5.1. Services may be suspended where an invoice has not been paid by its due date. We will inform you by email and SMS of this event.
- 5.2. Services may be disconnected and full termination charges applicable if an invoice remains unpaid for 14 additional days. We will inform you by email and SMS of this event
- 5.3. Unpaid invoices past their due date may be referred to a debt collection agency, or, directly for court action in a small claims tribunal. The costs for collection by use of these services will be added to any outstanding debt.

6. PERSONAL INFORMATION

- 6.1. Future Broadband collects Personal Information about you.
- 6.2. You agree to us collecting, holding and disclosing your personal information for the purposes of providing the Services to you, administration of your account or for the provision of information about our services.
- 6.3. You agree to inform Future Broadband of any changes to your Personal Information.
- 6.4. You agree to receive electronic messages within the meaning of the Spam Act.
- 6.5. Unless you opt-out, you agree to receive promotional material from Future Broadband.
- 6.6. You authorize us to use and disclose your Personal Information, including Credit Card details to “Stripe” – our Credit Card Processing payment facility.
- 6.7. Where we hold any Personal Information about you, you may request access to it. In some cases this may not be possible, and we will tell you why.

7. COMPLAINTS AND DISPUTES

- 7.1. Future Broadband seeks to resolve all disputes and complaints rapidly. Please do contact us if you have a complaint, ensuring you provide a customer number or Service number to identify the account.
- 7.2. If you are unhappy with the manner in which your complaint is handled, you can request your complaint be escalated. A Senior member of staff will review your complaint, including the way it was handled.
- 7.3. If you remain unsatisfied in the way in which we have handled your complaint, or the outcome, you can contact the Telecommunications Industry Ombudsman (TIO). The TIO is authorized to investigate certain types of complaints by residential and small business telecommunications users. See <https://www.tio.com.au> for Further Information.
- 7.4. You can also contact your local office of fair trading (or equivalent) in your state or territory.

8. ACCEPTABLE USAGE OF SERVICES

- 8.1. The Acceptable Usage Policy applies to all Future Broadband Services. The policy sets out the rules
- 8.2. By using any Future Broadband Service you agree to comply with the terms of our Acceptable Usage Policy
- 8.3. The Acceptable Usage Policy may be amended from time to time.
- 8.4. The Acceptable Usage Policy is located at website url <https://futurebroadband.com.au/aup>

9. DEFINITIONS AND INTERPERTATION

“Application” means the paper form, electronic form, or voice contract that has been signed and agreed to by you or on your behalf. It must contain your details, the services requested and the Product Offers that apply as well as the term period of the Fixed Term Contract.

“Contract” means the contract between you and Future Broadband as described in clause 1 of this Terms and Conditions.

“CPE” means Customer Premises Equipment which is any device used to connect directly to the Service, such as a modem or router.

“Fixed Term Contract” means an agreement with Future Broadband, defined in a Product Offer, where the services and the terms of the contract are not to be changed be either party, other than as provided for.

“Future Broadband” means the business Future Broadband – ABN 24 615 117 998

“Minimum Term” means a minimum period, described in months, for a selected Product Offer as part of an Application

“Product Offer” means the Rates, Speeds, Prices, Included features, and where applicable CPE or equipment, for any Service which is offered as part of a Fixed Term Contract which has a Minimum Term

“Service” means the provision of telecommunications services such as fixed line broadband, telephone or internet services.

“Stripe” means the company and systems at website url <https://stripe.com.au>

“Our Supplier” means a wholesaler of telecommunications Services which provides those services to Future Broadband for the purposes of resale to consumers and small businesses.