

# CUSTOMER TERMS AND CONDITIONS SCHEDULE

## TELSTRA SMART COMMUNITY PACKAGE OFFER

### CUSTOMER TERMS - Velocity

Effective September 2007

|                     |   |               |
|---------------------|---|---------------|
| <b>Purchaser:</b>   | <input type="text"/>                        | "You"         |
| <b>Property:</b>    | <input type="text" value="Lot"/>            | "Property"    |
| <b>Development:</b> | <input type="text" value="Champion Lakes"/> | "Development" |

#### *Telstra Smart Community*

- The Development is a Telstra Smart Community. It already has all the infrastructure you need for your home phone service, mobile phone service, broadband Internet and pay-TV.**
- As the first residential owner of the Property, you can take advantage of being in a Telstra Smart Community by taking up a Telstra Smart Community Package.**

#### *Eligibility*

- You are eligible for a Telstra Smart Community Package if:**
  - you are either the first owner, the first occupier or the first tenant of the Property; and
  - you apply, at the same time you acquire, move in or rent the Property (whichever is relevant), for a Fixed Line Service (see clause 6(a)) and a BigPond® Broadband Service (see clause 6(b)) to be connected to the Property within 24 months of the first of either:
    - in the case of a first owner, the date of settlement for the Property;
    - in the case of the first occupier, the date that you move into the Property; or
    - in the case of the first tenant, the day your lease for the Property commences;(if you fall into more than one of these categories, the category first appearing will apply)
  - you meet any eligibility requirements for all Eligible Services when you apply, including our credit requirements; and
  - no one else has applied for and received the Eligible Services for the Property in question.
- If you sell or vacate the Property or you give possession of it to someone else, you are no longer eligible to receive a Telstra Smart Community Package.**
- Only one Telstra Smart Community Package can be claimed for the Property.**

#### *Telstra Smart Community Package*

- You must acquire both of the following services for a minimum period of 12 months (Service Period):**

**Fixed Line Service:** a fully pre-selected Basic Telephone Service on a Telstra HomeLine® pricing plan;

and

**BigPond® Broadband Service:** any Telstra BigPond® Velocity pricing plan.

7. **You may also acquire any FOXTEL Digital (Pay-TV service) from Telstra and/or any Telstra mobile pricing plan (except any pre-paid Telstra mobile pricing plan) (Mobile Service) during the Service Period.**
8. **Fixed Line Service, BigPond® Broadband Service, Pay-TV Service and Mobile Services are collectively referred to as "Eligible Services" in these terms and conditions.**

#### *Payment*

9. **\$1,500 incl GST ("Contribution") is to be applied towards charges for your Eligible Services over the Service Period.**
10. **If you are eligible for and take up a Telstra Smart Community Package, we will apply the Contribution to your bill as follows:**
  - (a) the Contribution will appear on your second bill and will be offset against the charges that you incur for your Eligible Services; and
  - (b) as we may otherwise advise you in writing from time to time but on terms no less favourable than as set out in subparagraph (a) above.
11. **The Service Period commences on the date your Fixed Line Service or BigPond® Broadband Service is connected (whichever is earlier).**
12. **You will be responsible for all charges you incur for your Eligible Services in excess of the Contribution during the Service Period.**
13. **The Contribution cannot be redeemed for cash.**
14. **At the end of the Service Period, we will continue to supply the Eligible Services to you. You will be solely responsible for paying all charges for your Eligible Services (including any early termination fees which may apply if you cancel your Eligible Services before the end of any minimum contract term).**

#### *Becoming ineligible*

15. **You become ineligible for a Telstra Smart Community Package if:**
  - (a) you cancel or suspend the Fixed Line Service or BigPond® Broadband Service before the end of the Service Period (for any reason); or
  - (b) you stop living at the Property (including because you sell it, vacate it or give possession of it to someone else); or
  - (c) you transfer any Eligible Services to another customer.
16. **If you become ineligible for a Telstra Smart Community Package before the end of the Service Period (for any reason), you may be required to pay an early termination amount to Telstra in accordance with Our Customer Terms in respect of that portion of the Service Period remaining as at the date you became ineligible for a Telstra Smart Community Package under clause 15.**
17. **If you become ineligible for a Telstra Smart Community Package under clause 15, these Telstra Smart Community Package terms and conditions will come to an end and the Eligible Services will be provided to you in accordance with Telstra's standard terms and conditions referred to in clause 19.**

#### *Service terms*

18. **We will supply the Eligible Services to you in accordance with:**
  - (a) Telstra's standard terms and conditions as set out in clause 19; and
  - (b) these terms and conditions; and
  - (c) to the extent that there is any inconsistency between the terms and conditions listed in clause (a) and (b), the terms and conditions set out in clause (b) will apply.

19. **The terms and conditions, including pricing, that apply to the Eligible Services are:**
- (a) **Fixed Line Service:** the relevant terms set out in Our Customer Terms (including the General Terms and the Basic Telephone Service section), a copy of which can be viewed at <http://www.telstra.com.au/customerterms/>;
  - (b) **BigPond®Broadband Service:** our BigPond® Broadband Cable and ADSL Terms and Conditions, a copy of which can be viewed at [www.bigpond.com/internet-plans/broadband/adsl/termsandconditions/](http://www.bigpond.com/internet-plans/broadband/adsl/termsandconditions/) or obtained by calling 131 282;
  - (c) **Pay-TV Service:** FOXTEL Digital from Telstra terms and conditions, a copy of which can be viewed at [www.telstra.com.au/foxtel](http://www.telstra.com.au/foxtel) or by calling 1800 008 994; and
  - (d) **Mobile Service:** the relevant terms set out in Our Customer Terms (including the General Terms and the Telstra Mobile section), a copy of which can be viewed at <http://www.telstra.com.au/customerterms/>.
20. **You may take advantage of any special offers, discounts, capped charges or promotions we may offer in relation to your Fixed Line Service, BigPond® Broadband Service, Pay-TV Service or Mobile Service as advised by us during the Service Term (including Telstra's Reward Options). However, you must be otherwise eligible to acquire those services and be eligible for those offers and discounts.**
21. **"Our Customer Terms" is Telstra's standard form of agreement formulated for the purposes of Part 23 of the *Telecommunications Act 1997* (Cth), as varied by Telstra from time to time in accordance with that Act.**

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