

# Regulatory Compliance Statement

For Bolton Clarke InTouch Internet Service

## Bolton Clarke

ABN 90 010 488 454

Address Level 44 Musk Avenue Kelvin Grove 4059 QLD

## How to contact us:

Website [www.boltonclarke.com.au/internet](http://www.boltonclarke.com.au/internet)

## Contents

Bolton Clarke.....	1
How to contact us: .....	1
Regulatory Compliance Statement .....	3
1. General.....	3
2. Communicating offers.....	3
3. Summary of Offer.....	3
4. Advertising .....	4
5. Selling Practices.....	4
6. Contracts.....	4
7. Priority Assistance .....	5
8. Customer Service .....	5
9. Billing.....	5
10. Verifying Charges .....	6
11. Payment Options.....	6
12. Direct Debits .....	6
13. Credit & Debt Management.....	6
14. Responsibly providing Telecommunications Products.....	6
15. Credit Management Process.....	7
16. Fair Credit Management Processes .....	7
17. Changing Suppliers.....	7
18. Sale of our Business .....	8
19. Change of Wholesale Supplier .....	8
20. Complaint Handling.....	8

## Regulatory Compliance Statement

We are compliant with the C628:2019 Telecommunications Consumer Protections (TCP) Code (“TCP Code”), which applies to you if you meet one of the criteria below.

- You are an individual who acquires or may acquire a telecommunications product primarily for personal or domestic use; (and not for resale).
- You are a business or non-profit organisation which acquires telecommunications services from us for business purposes - other than for resale, and at the time of entering into a contract you;
  - Did have a chance to negotiate the terms of your contract with us; and
  - have or will have an annual spend with us of less than \$40,000.

The telecommunications industry is a complex regulatory environment - but we are committed to keeping you informed about the nature of our service. If you need further information on anything contained below, please get in touch.

### 1. General

When we interact with you, we will always aim to:

- Communicate with you in plain language.
- Provide accurate, relevant and current information.
- Communicate with you in a way that is appropriate to your communication’s needs.
- Ensure Our Customer Terms are available for download from our website.
- Comply with all applicable laws.
- Interact and communicate with you with respect and understanding – and we will promote this through:
  - Culture: Our staff will know full well that rudeness to Customers, and/or non-compliance with the TCP Code are not acceptable.
  - Disciplinary Action: We will make sure appropriate action is taken against staff who are rude to customers.
- Make it possible that you can appoint an authorised representative to act on your behalf - and that this authorised representative has the ability to act on your behalf as if they are you.

### 2. Communicating offers

We will communicate our offers (whether orally or in writing) clearly and accurately - and in a manner which is not misleading – so you can make an informed choice.

### 3. 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.
  - In respect of the product or service offered.
    - The inclusions, exclusions, conditions and limitations of the product or service.
- Information about pricing
  - The minimum monthly charge of the product or service (if applicable)
  - The maximum monthly charge payable where calculable.

- The maximum charge payable if the offers' terminated early.
- Other Information
  - A link to our website, where you can obtain call data and usage information or instructions on where you can obtain this.
  - 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 about our product or service in an easily accessible way – including Product Description, Technical information, Billing & Payments, Usage, and Warranties. And if we are acting as a reseller, who the prime carrier of the service is as well.

Where any information that we have provided is inaccurate, we will correct this information as soon as possible and send it to you in writing. Any complaints will be handled with an appropriate approach to the situation, which could mean terminating your contract with us without penalty.

## 4. 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 clear and plain language when advertising our offers.

## 5. Selling Practices

Our sales representatives will promote and sell our products and services fairly and accurately - and will be able to communicate with you in plain language.

- Training: Our sales representatives will be appropriately trained on how to sell and promote services in a fair, transparent, responsible 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 give you 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.

## 6. Contracts

- Our Customer Terms 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 or service.
- Our standard form of customer contract will not include any unfair terms.

## 7. Priority Assistance

Priority Assistance customers are entitled to priority connection and fault repair of their telephone service. We do not offer Priority Assistance.

If you require this service, please contact Telstra on 13 22 00 to assist with your telephone connection.

## 8. Customer Service

- We will endeavour to answer all your enquiries in a timely and effective manner.
  - We will let you know how you can contact our Customer Service Team.
  - We will monitor our average wait times, so we can keep these to a minimum.
  - We will try to resolve any queries or complaints on first contact, and continually monitor to understand the root cause and to 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 train our staff to deal with your queries appropriately.
- 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 or disclosure and is dealt with in accordance with all applicable privacy laws.

## 9. Billing

We are committed to providing our customers with clearly understandable, 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 & postal address
  - Your account number
  - 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 Contract 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 billing period ending. If there is a delay in this occurring, we will grant you an extension on paying your bill.
- We will try 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 that charge was originally incurred.

## 10. Verifying Charges

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

## 11. Payment Options

- We will offer at least one way to pay 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.

## 12. Direct Debits

- We will ensure you can verify that a direct debit arrangement is 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 by calling, email or faxed, and we will remove it within 3 working days of the request.

## 13. Credit & Debt Management

We provide access to the following spend management and security tools to help you manage or limit your spend with us if need be. 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.

If you have purchased data under a plan that has a fixed data limit we will provide usage notifications. We will provide automatic usage SMS or email alerts at 50%, 85% and 100% of the data limit within 48 hours of reaching this point - at no cost to you. You may also check your balance by calling our Customer Service Team – at a cost of a 1300 call.

You may choose to:

- Receive all or some of the notifications.
- Receive more notifications at different usage points of your choosing.
- Receive usage notifications via a different method.

## 14. Responsibly providing 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 products and services being provided.

- If we restrict access to certain products or service as a result of your credit assessment, we will let you know of this at the time of application, and we will include ways in which this restriction can be removed -and the timeframes that this would take.
- If we need 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 within 5 working days.

## 15. 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-arranged a cut-off point based on a spend threshold.
- We will send a separate written disconnection notice before disconnecting a service for credit management purposes.

## 16. 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 you ask us to do so.
- If you are not satisfied with our review, we will let you know how you can make a complaint.
- We will not impose reconnection charges if your service is suspended or disconnected because of a mistake on our part.
- We will not commence credit management on 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 TCP 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 quickly and fairly.

## 17. Changing Suppliers

- We will obtain your consent and authorisation before transferring any services to us.
- We will inform you clearly and concisely:
  - 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 and terms and conditions.
  - That you might have to pay a penalty or cancellation fee to your current provider.

- Of the transfer process, our contact details, and the date of completion of the transfer on the day it occurs.
- During the transfer process we will keep you informed of any changes.
- We will notify you by email that the transfer has been completed on the day it occurs or on the day we have been told the transfer is complete (if we are relying on a third party).
- 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. You can request access to these records.
- If we are unable to transfer the service for any reason, we will let you as soon as possible - and what your options are.

## 18. 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 let you know:

- Our intention to transfer your service to the new supplier.
- Any details we have that might materially affect your service.
- Any impact the change has on your equipment.
- Contact details of the new supplier.
- The proposed date on which the transfer will take place and once it has been completed.
- Details on how you can log a complaint about any aspect of the transfer.
- Any details of termination rights that result from the transfer.

## 19. Change of Wholesale Supplier

We will let you know 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.

## 20. Complaint Handling

Please let us know if our service has not been at the level you would expect, or you have any other concerns with us. We have a complaint management process in place to make we resolve any complaints properly. You can find out more in the Complaint Handling section of Our Customer Terms.