

Our Customer Terms

Telstra Next G Wireless Link Service

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Certain words are used with the specific meanings set out in the General Terms of Our Customer Terms.

1 About the Telstra Next G Wireless Link Service Section

1.1 This is part of the Telstra Mobile section of Our Customer Terms.

1.2 The following terms also apply to the service:

- (a) the terms that you agreed to when you applied for the service (these may be in an application form or as agreed by you over the phone);
- (b) the terms set out in the Basic Telephone Service section Part A – General (to see these terms [click here](#)), as if the service were a Basic Telephone Service (however, terms inconsistent with this Service section do not apply – in particular, clause 3.3 (Timeframes), clauses [3.9 to 3.12](#) (Basic Telephone Service Conversion), clause 5 (Temporary Disconnections), clause 6.5 (Fault Repair Timeframes), clauses [10.6 to 10.8](#) and [10.14 to 10.19](#) (Disability Rental Equipment), [clause [14](#) (Performance Specifications)]);
- (c) the terms set out in the HomeLine pricing plan (to see these terms [click here](#)) or BusinessLine pricing plan (to see these plans [click here](#)) that you agreed to when you applied for the service, as if the service were a Basic Telephone Service;
- (d) the terms set out in any other part of the Basic Telephone Service section, as if the service were a Basic Telephone Service;
- (e) clauses [4](#) (Faults) and [11](#) (Performance Specifications) in the Telstra Mobile section Part A - General (to see these terms [click here](#)); and
- (f) the General Terms of Our Customer Terms (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

1.3 If those terms are inconsistent with something in these terms, then to the extent of the inconsistency:

- (a) the terms set out in your application for the service apply instead of these terms;
- (b) these terms apply instead of the HomeLine or BusinessLine pricing plan terms; and
- (c) these terms apply instead of the General Terms.

- 1.4 Other than as specified in these terms, the Telstra Mobile service charges and other terms set out in the Telstra Mobile section do not apply to the service.
- 1.5 If these terms give us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 Telstra Next G Wireless Link Service

Service description

- 2.1 Next G Wireless Link is a mobile service that uses the Next G network to give you access to a voice and internet service for your home or business.
- 2.2 The service is not the equivalent of a standard Telstra fixed line service and is not supplied by us in fulfilment of our Universal Service Obligation. The [Customer Service Guarantee Standard](#) does not apply to the Service. The service does not provide calls at 3.1kHz bandwidth.

Service availability

- 2.3 We may offer you the service if we believe that the service may be an appropriate service for your requirements.
- 2.4 The service is not available to wholesale customers.

Equipment

- 2.5 We will provide you with the equipment needed to provide the service. If required, we will install the equipment at your premises if you are unable to install the equipment yourself.
- 2.6 We own the equipment. You must only use the equipment for the purpose of receiving the service from us and you must follow our directions about using it. You must keep the equipment safe and not damage, change, repair or lose it. If the equipment develops a fault or is lost, stolen or damaged, or if the equipment appears to pose any safety risk, you must tell us immediately.
- 2.7 If we need to connect, install, inspect or maintain the equipment or remove the equipment from your premises, you must give us reasonable access to your premises to do so, and meet our reasonable requirements about the safety of our personnel performing this work. If you would like to connect BigPond Mobile Broadband using the service, you may also need to give us reasonable access to your nominated computer to set it up.

- 2.8 For the purposes of the Telecommunications Act 1997, you agree that the equipment including the antenna and gateway are to be defined as customer equipment (though we will continue to own them). The boundary of the telecommunications network is on the side of the antenna further from your premises.
- 2.9 We may change or remove the equipment at our discretion with prior notice to provide you with continuity of service. You tell us that you are the owner or lawful occupier of your premises and that you are authorised to allow us to install, maintain, remove or inspect the equipment. You will be responsible for any work required to restore your premises upon removal of the equipment. If you do not own your premises and the owner of the premises requires us to remove the equipment, we may, after giving you reasonable prior notice of such intention, cancel this agreement and you may have to pay for the removal costs.

Power and Emergency 000 Access

- 2.10 You must supply power to operate the equipment as specified in the equipment manual. If there is no power supply, the equipment will use internal battery backup and you will not be able to use the service to send or receive facsimiles or for access to the internet. You need to ensure that the equipment is connected to the power supply and that battery backup is fully functioning. If your backup battery is faulty or aged we will provide a new one on request.
- 2.11 If there is a failure in power and battery backup, the service will not function and you will not have access to the Emergency 000 service when using the service. We recommend that you have another telephone service available, such as mobile or satellite, in case this happens.
- 2.12 If you call Emergency 000 you will need to confirm your location and if required provide your full street address to the Emergency Service.

Cancelling the Service

- 2.13 We will cancel the service if you breach these terms and do not fix the breach in a reasonable period of time.
- 2.14 After the first month, you may cancel the service immediately by giving us notice. We may also cancel the service with 14 days' notice, at any time after the first month.
- 2.15 We may also cancel the service if you use the service other than as set out here, or you have, in our opinion, fraudulently acquired the service. We will provide you with a reasonable remedy period, where appropriate, and a cancellation notice, as required.

- 2.16 If you ask us to cancel your service, you must immediately return the equipment to us or else we may recover it from you, as well as any costs we incur in doing so. You must also pay any outstanding charges up to the date of cancellation.

Limitations of the Service

- 2.17 Subject to your non-excludable rights under consumer protection laws, we exclude all rights and conditions and warranties, whether express or implied, including any warranty of merchantability or fitness for a particular purpose. The service cannot be used outside Next G network coverage areas and you may only use your service within the exchange service area associated with your telephone number.
- 2.18 Some Next G Wireless Link voice features may not be available from time to time. The service does not currently provide Priority Assistance. We will from time to time need to update the functionality or reliability of your equipment. This will require the equipment to power-off for approximately 20 minutes then power-on. We will try to tell you of these updates in advance. The update will not happen if the terminal is running on the back-up battery and the battery does not have sufficient power to complete the upgrade.
- 2.19 Features that are incompatible with the service include but are not limited to – Reverse Charge Calling to your service, Distinctive Dial-Tone, STD/calls to Mobiles-only barring, Call Forward Selected Callers, Call Forward Set Time, Call Back Busy, Call Park, Call Pickup Individual or Group, Multiple Subscriber Number, Home Messages 101, 1# Features Assistant, Fixed SMS, Instant Hotline, Centel Plus, dial up modem call capability (including but not limited to dial-up internet access, dial-up EFTPOS and point to point private network connectivity using a dial up modem), receiving Dual-Tone Multi-Frequency signals from a remote source (this may prevent you from remotely accessing an answering machine connected to your service) and network metered devices (including for payphones), Line Hunt, all network barring codes cept NA0, NA4 and NA8 and Duet – Phone & Fax Multiple Number.
- 2.20 If you use the service to send or receive a facsimile (once that service is available), the transmitted document may not include information recorded from the network such as the time and date of transmission and facsimile number. Some facsimile terminals may not be compatible with the service. See the User Guide for further details about facsimile use.
- 2.21 The service does not allow pre-selection of another carrier or carriage service provider and you will not be able to use a carrier or carriage service provider override code with the service. You are not able to churn your service to another carrier or carriage service provider.
- 2.22 Internet access using the service is only available via Telstra BigPond Mobile Broadband. Refer to Telstra BigPond Mobile Broadband plans and terms for details ([click here](#)). You

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will not be able to use the service in conjunction with another internet service provider's service.

- 2.23 BigPond Mobile Broadband pricing plans are only available with this Service if you have an active Telstra voice service.

3 Pricing plans

- 3.1 You must pay the charges as set out in:

- (a) the Homeline pricing plan (to see these plans [click here](#)) or BusinessLine pricing plan (to see these plans [click here](#)) that you agree to when you order this service; and
- (b) the Basic Telephone Service section Part A – General (to see these terms [click here](#)),

as if the Service were a Basic Telephone Service.

- 3.2 In addition, if you subscribe to the Next G Wireless Link Facsimile service, you must pay the following charges:

Next G Wireless Link Facsimile Charges	GST Excl	GST Incl
Monthly access fee	\$0.909	\$1.00
Charge per fax call within Australia	\$0.2272	\$0.25
Charge per international and premium fax call		At applicable HomeLine Complete or BusinessLine Complete voice rate

- 3.3 The service includes Calling Number Display and a basic Messagebank service at no additional charge.
- 3.4 The Service is not compatible with HomeLine Part or BusinessLine Part but is compatible with Telstra Reward Options, Business Reward Options and applicable BigPond Wireless Broadband promotions. The Service is not generally compatible with any special promotions unless specified otherwise in the promotion.