



1. Definitions

In these standard terms and conditions:

- (a) **"Default"** means any situation where You have an outstanding debt with Us for more than 3 months and have not raised a dispute with Us in relation to that debt and have not made any debt recovery arrangement with Us.
- (b) **"Equipment"** means all that materials and equipment We supply to you in the course of providing you with the Services under these STCS.
- (c) **"Network"** means Our telecommunications network.
- (d) **"Premises"** means the place where the Equipment and Services are or will be supplied to You and includes any area under your control over which we must travel, pass Our Equipment or establish Our Network in order to deliver the Services to You.
- (e) **"Prepaid Services"** means any Service that requires payment in advance from You.
- (f) **"Services"** means any services offered by Us through our Network from time to time and includes initial survey and installation of lines and Equipment.
- (g) **"STCS"** means these standard terms and conditions and any changes in future made pursuant to the terms of these STCS which will form a legally binding agreement between you and us.
- (h) **"We", "Us", "Our"** and related expressions means Telecom Fiji Limited and where necessary, our subsidiaries and suppliers.
- (i) **"You", "Your"** and related expressions means you the Customer to whom We provide Our Services.

2. Terms and Conditions of Service

We agree to supply the Services to You on these STCS. By using, or asking to us provide, any of the Services, you agree to enter into a legally binding contract with Us on these STCS and any other terms we may provide to You in relation to specific Services.

3. Your Obligations and Duties

You agree to:

In relation to payment for Services and costs

- (a) Pay any non-refundable application fee payable upon applying to use Our Service.
- (b) Pay for all charges charged by Us against Your account and for the Services We provide to You and/or to Your account (regardless of who actually uses those Services) by the due date shown on Your bill.
- (c) Pay interest on any overdue amount owing in Your account at the interest rate charged by Us at that time, from the due date until actual payment.
- (d) Pay any costs incurred by Us in recovering any money You owe Us, or in exercising Our rights under these STCS, or as a result of any breach by You of these STCS.
- (e) Give Us what We reasonably consider to be a fair bond, guarantee or other security for payment of Your bills prior to the provision of any Services to You.
- (f) Let Us know before the due date for payment of Your bill if You think there is any mistake in Your bill.
- (g) Not set-off or deduct any amount in Your bill.

In relation to use of Equipment and Services

- (h) Comply with all reasonable instructions We give You.
- (i) Use the Services only for the purpose for which they are intended and in accordance with these STCS, all relevant laws and regulations and with Our telecommunications licence.

In relation to use of Equipment and Services - continued

- (j) Not use the Services in any way that is unlawful or could interfere with Our Network, any other operator's Network or with another customer's enjoyment of Our Services.
- (k) Not interfere with or damage any of Our Equipment or with any part of Our Network.
- (l) Ensure that nothing is connected to Our Network, including cables, unless specifically authorised by Us.
- (m) Ensure that nothing on Your Premises or under Your control interferes with or damages Our Equipment or any part of our Network.
- (n) Advise Us if You do not want Your personal details listed in the telephone directory.

In relation to servicing, faults and problems

- (o) Report any fault to Us as soon as possible after finding out about it.
- (p) Pay the call-out fee and service fee for fixing any fault that arises from or is caused by Your negligence.
- (q) Only allow Us or Our authorised nominees to come onto Your Premises at all reasonable times to work on the Equipment, Our Network.
- (r) Give Us or Our authorised nominees such access, working space, light, power and other facilities as may be required for Us or Our authorised nominees to fulfil Our obligations to You.
- (s) Pay for repairing or replacing Our Equipment or any part of Our Network, which is lost, stolen or damaged while in Your possession or control.

In relation to You being in Default

- (t) In the event You are in Default, You authorise Us to forward all information held by Us in relation to You and Your account with Us to such credit assessment and reporting company as we may have commercial arrangements with at the time.

In relation to suspension, restriction or termination of Our Services to You

- (u) Pay any reconnection charges we may charge You pursuant to any suspension or restriction of Service under these STCS.
- (v) Give Us at least 7 days written notice of Your intention to discontinue using Our Services and fill out Our termination of Services form.
- (w) Pay any cancellation fees payable.
- (x) Pay for or Return any Equipment You have in Your possession or control when Our Service to You is terminated.
- (y) Authorise Us to enter onto the Premises to remove any Equipment You have in Your possession or control when Our Service to You is terminated.

In general

- (z) Comply with these STCS and any other terms we may provide You in relation to specific Services.
- (aa) Ensure that anyone else using the Services We provide You abides by these STCS and any other terms we may provide You in relation to specific Services.
- (bb) Obtain any authorisation, licence or consent we think is necessary for Us to provide the Service to You.
- (cc) Pay us for any damage, loss or claim suffered by Us due to Your breach of any obligation under these STCS and any other terms we may provide You in relation to specific Services.
- (dd) Pay for and/or make good any claim, loss or damage suffered by Us or Our Equipment as a result of Your breach of any of the terms of these STCS.

4. Our obligations and Duties

We agree to:

In relation to charging for Services and costs

- (a) Charge Your account for the Services and any other payment obligations You may have under these STCS. We reserve the right to bill You in advance and/or at any time.
- (b) Investigate any allegation of a mistake in Your current bill and get back to You within 7 days of such allegation.

In relation to supply of Equipment and Services

- (c) Provide the Services to You with due care and skill and in accordance with the terms of these STCS.
- (d) Do Our best to provide reliable Services to You although We do not guarantee that they will be continuous or fault free.
- (e) Provide Equipment that is safe, durable and fit for the purpose for which that type of Equipment is normally provided.
- (f) Provide You with telephone numbers in accordance with relevant laws, regulations and policies.
- (g) Place your name, address and telephone number in the next telephone directory issue unless you request otherwise.

In relation to servicing, faults and problems

- (h) Investigate any fault You report to Us and provide You feedback,
 - (i) if you contact Us; or
 - (ii) by phone to any phone contact details You provide, within 7 days of such report.
- (i) Contact You before carrying out any work on Our Equipment, Network or anything connected to it.
- (j) Ensure that all the people We send onto Your Premises carry identification.

In relation to You being in Default

- (k) Where You are in Default, and have thereafter made payment on Your account with Us in full and on time for 3 consecutive months, we agree to arrange with the relevant credit assessment and reporting company to have Your credit rating lifted and updated.

In relation to suspension, restriction or termination of Our Services to You

- (l) Suspend, restrict or terminate (at Our sole discretion) Our Services to You at any time if:
 - (i) You supply Us with false or misleading information;
 - (ii) You do not pay Our charges;
 - (iii) You request Us to do so;
 - (iv) It is necessary to restore or maintain Our Network;
 - (v) You change Your address;
 - (vi) You become bankrupt or insolvent;
 - (vii) You do not give Us access to Your Premises;
 - (viii) You do not repair or maintain Our Equipment;
 - (ix) You do not provide security or a deposit as required;
 - (x) You do not pay Your bill by the due date;
 - (xi) You use Our Services other than for the purpose intended and/or agreed to;
 - (xii) You do not meet any of Your responsibilities under these STCS; or
 - (xiii) For reasons of national security.

In relation to suspension, restriction or termination of Our Services to You - continued

- (m) Restrict Our Services to You if Your account has previously been disconnected for non-payment. Where We restrict our Service to You and You agree to settle Your account, We will, at our sole discretion, offer You the following limited options:
 - (i) bar direct dialling to any telephone number;
 - (ii) permit calls only through the use of Prepaid Services;
 - (iii) Permit the receipt of domestic incoming calls only;
 - (iv) Bar the receipt of domestic collect calls.
- (n) Settle Your account with Us within 7 days of termination of Our Services to You.

5. Collecting and Using Your Personal Information

- (a) You authorise Us to collect personal information about You, either directly or via lawful third party sources, (including your home address, telephone number and evidence that you will be able to pay for Our Services) and to pass this information onto related companies, Our contractors and agents for lawful purposes in connection with the provision of Our Service and Our business operations including credit checks, assessments and reports. We agree not to pass on any confidential information about You otherwise than in accordance with these STCS or where required to do so under law.
- (b) You must keep confidential any information You receive from Us which You would expect to be confidential or commercially sensitive. Any pricing or Network or Equipment design information must be treated as confidential. You may only disclose confidential or commercially sensitive information if We authorise You to or if You are required to under law.

6. Intellectual Property Rights

We and/or third parties may have intellectual property rights in the Services and in any Equipment, including software, We provide to You. These rights include, copyright, trade mark and design rights relating to the Services and/or Equipment. All those rights are retained by Us and/or relevant third parties when We provide Services or Equipment to You.

7. Limitation of Liability

- (a) If, in the course of provision of Our Service, We damage Your property and such damage is solely as a result of Our negligence, We will meet the reasonable costs of repairing such damage up to a maximum of \$500 for any one event.
- (b) We shall not under any circumstances be liable to You for any special, indirect or consequential loss or loss of profits. Our total liability to You, however arising, and whether based on warranty, contract, tort (including negligence), strict liability or otherwise shall not exceed the sum of \$500.
- (c) This clause shall survive termination of our relationship under these STCS.

8. Assignment

- (a) We may appoint any related company, contractor or agent to perform and have the benefit of Our rights and obligations under these STCS.
- (b) You may not transfer Your rights and obligations under these STCS to a third party unless You obtain Our prior written permission and pay all sums outstanding against Your account including any service fees payable for the transfer.

9. Matters beyond Our control

We shall not be liable for any delay in, or non-performance of any of Our obligations under these STCS if and to the extent that such delay or nonperformance is due to circumstances beyond our reasonable control including, but not limited to, lightning, flood, tsunami, cyclones or other severe weather conditions, fire or explosion, civil disorder, war or military operations, national or local emergency, government action or industrial disputes or any kind (including those involving Our employees).

10. Queries, Questions, Further Information and Disputes

Any query, question, request for further information or dispute that You may have with Us in relation to Our Services should be directed to Our customer service centre.

11. Other terms and change of terms

- (a) Other terms apply to some of our Services. We will provide these terms to You upon provision of those Services to You.
- (b) We may change these STCS at any time by placing the updated STCS on our website on www.telecomfiji.com.fj and/or at our customer service centres around the country.

