

FREEDOM INTERNET BUSINESS

SPECIAL CONDITIONS

CURRENT FROM 3 MAY 2019

These Special Conditions apply to Freedom Internet Customer Terms and Conditions as amended from time to time:

1. Clause 1 is amended by inserting new clauses 1.1A, 1.1B and 1.1C after clause 1.1:
 - “1.1A. By signing and submitting the Application Form, either in paper or online, You agree to and are bound by the Ts & Cs, subject to any Specific Contract and applicable special conditions.
 - 1.1B. No agreement is entered into unless and until Freedom Internet notifies you in writing that your Application Form is accepted.
 - 1.1C. Unless otherwise provided, Freedom Internet will supply the Services on a month-to-month basis.”
2. Clause 2 is amended by inserting the following definition clauses:
 - ‘2.0 “Application Form” means Freedom Internet’s service order form provided to you by Freedom Internet, or the online application form provided on Freedom Internet’s website from time to time.’
 - ‘2.1A “Charge” means any charges levied for connection, reconnection, disconnection, access, usage, maintenance, repairs and other charges associated with the supply of the Services.’
 - ‘2.7A “Minimum Term” means the minimum term of the Service as stipulated on the Application Form, commencing from the earlier of the date of the installation of Freedom Internet modem if required, or the date of the connection of the Services by Freedom Internet.’
3. Clause 3.1 is amended
 - (a) by adding words “any Specific Contract, the Application Form, the Critical Summary Information (if any) and” before “these Ts & Cs”;
 - (b) by adding words “nominated by the customer in the Application Form and agreed by Freedom Internet” after “the Services (as applicable)”.
4. Clause 4.2 is amended by replacing “billed” with “invoiced, and replacing “bill” with “invoice”.
5. The title of clause 5 is amended by inserting “of fees and Charges and Billing”.
6. The following new clauses 5.2A, 5.2B, and 5.2C are inserted before clause 5.3.
 - “5.2A. Subject to applicable law, Freedom Internet may levy Charges applicable to your Services and vary the amount of such Charges without giving you any notice. “

- “5.2B. Freedom Internet may invoice fees and Charges in advance if they are regular Charges, predetermined plan fees or connection and service Charges (if applicable). Freedom Internet may invoice fees and Charges in arrears if they are fees and Charges for non-regular usage, or other Charges. You are liable to pay any additional amount if you are undercharged.”
- “5.2C. Freedom Internet will provide you an invoice on a monthly basis for all amounts in connection with your Services. You must pay, without deduction, all fees and Charges set out in each invoice within 14 days of the date of the invoice. Unless otherwise expressly provided in these Ts & Cs, all amounts payable under these Ts & Cs are exclusive of GST. GST will be added to all applicable fees and Charges.”
7. Clause 5.1 is amended by inserting “Subject to clause 5.2A,” before “all payment details and information”.
8. Clause 5.3 is deleted.
9. Clause 5.4 is amended
- (a) by adding words “The customer may pay the amounts invoiced to the customer by way of any payment options provided in the invoice.” at the beginning of the clause;
 - (b) by replacing “billed” with “invoiced”; and
 - (c) by adding “or bank account” after “credit card”.
10. The following new clause 5.5A is inserted before clause 5.6
- “5.5A. A dispute or a claim concerning an overpayment is valid only if you submit the dispute or claim in writing to Freedom Internet within 12 months after the date of the disputed invoice.”
11. Clause 6.3 is amended by replacing “If you have not purchased the equipment, Freedom Internet will retain full ownership of the equipment” with the following:
- “The equipment provided to you for the delivery of Services remains Freedom Internet’s property unless and until Freedom Internet agrees to sell it to you and receives the full payment for the equipment. Upon delivery of the equipment to your premises, you bear the risk of any loss or damage to the equipment.”
12. Clause 6.4 is amended by adding “You must maintain the equipment in good working order, subject to fair wear and tear, until it is returned to or collected by Freedom Internet.” at the beginning of the clause.
13. The following new clause 6.4A is inserted before clause 6.5
- “6.4A Upon termination of the Services, unless you purchase the equipment in accordance with clause 6.3, you must return the equipment to Freedom Internet or make it available for collection by Freedom Internet within 30 days after your Service is terminated.”
14. Clause 11.3 is amended
- (a) by adding “, disconnect” between “suspend” and “or terminate”;
 - (b) by replacing “if” with “under circumstances including without limitation to:”;
 - (c) by deleting subclause (f);
 - (d) by replacing “your fees” in subclause (a) with “any monies payable under these Ts & Cs”;
 - (e) by inserting the following new subclauses after subclause (e)
 - “f) you move premises without notice;

- (g) emergency;
 - (h) there is a need for network maintenance or restoration;
 - (i) you fail to provide access to your premises for any purpose permitted by these Ts & Cs;
 - (j) you become bankrupt or insolvent;
 - (k) your equipment interferes with Freedom Internet's network;
 - (l) you fail to comply with any of these Ts & Cs;
 - (m) otherwise where Freedom Internet is entitled to under the applicable law.
 - (f) by inserting the following words at the end of the clause: "You remain liable for any Charges incurred prior to any suspension, cancellation or disconnection of the Services. Freedom Internet may charge you a reconnection fee in the event that Freedom Internet restores your Services after any restriction, suspension, cancellation or disconnection."
15. Clause 11.4 is amended
- (a) by replacing "minimum contract term" with "Minimum Term";
 - (b) by replacing "minimum term" with "Minimum Term";
 - (c) by replacing "as set out in the Critical Information Summary" with "of \$399 or the monthly plan fee multiplied by the remaining months, whichever is lesser, before your subscription can be cancelled.
 - (d) by replacing "you must follow the procedures set out in the Critical Information Summary" with "you must contact Freedom Internet's Customer Service team at +61 7 3067 3676 for AU customers, or +64 9 281 2970 for NZ customers, and follow the procedures as directed by Freedom Internet, or otherwise follow the procedures provided in the Critical Information Summary (if any)".
16. The following new clauses 11.4A and 11.4B are inserted before clause 11.5
- "11.4A If upon expiry of your Services, neither you nor Freedom Internet cancels the Services, subject to clause 11.4B, the Services will continue to be supplied on a month to month basis, unless the Services are terminated in accordance with clause 11.2."
- "11.4B. If Freedom Internet will not continue to supply the Services to you upon expiry of your Services, Freedom Internet will inform you on 30 days' notice."
17. Clause 16.1 is amended
- (a) by replacing "minimum contract term" with "Minimum Term";
 - (b) by adding words ", the Application Form" after words "Minimum Term (if applicable)";
 - (c) by adding words "(if any)" after words "the Critical Information Summary";
 - (d) by adding words "subject to change by Freedom Internet from time to time" after "these Ts & Cs".