



Billing Policy

OneQode Pty Ltd

Billing Policy

This Billing Policy sets out our detailed conditions for the provision of Services as they relate to:

- (A) Payments and Invoices; and
- (B) Credit.

1. Collective Customer Contract

1.1 Subordinate Policy

- (a) This Billing Policy forms part of our broader Collective Customer Contract (CCC). The terms of the broader CCC shall apply to this policy.
- (b) This policy shall inherit the provisions of, and be considered as supplemental to, the Master Terms. This includes (but is not limited to) terms which relate to warranties, limitations of liability, indemnities, termination, suspension, assignment and various general terms.
- (c) This policy shall be considered as an extension of the Master Terms.

2. Payments and Invoices

2.1 Payments

- (a) Payments are to be made as specified under each CCC Document.
- (b) You must make your payments on time and in line with the terms you've agreed to. We may limit, suspend or terminate our Services due to non-payment or repeated late payments.
- (c) Details for payment will be on your invoice and can also be found in the Portal. We suggest setting up automated payments as this will insure your payments are always made on time (and reduce the hassle of manual payment).
- (d) In addition to any fees specified in each CCC Document, we may issue invoices separately for the following fees where applicable under each CCC Document:
 - (i) setup fees (if any);
 - (ii) the full price of any Product ordered, paid in advance immediately upon receiving the pro-forma invoice;
 - (iii) any fees for Out of Scope Services requested and performed subject to the Master Terms, payable fortnightly in arrears or otherwise as agreed;
 - (iv) if you have requested services that attract a surcharge, such as after hours services or onsite visits, or onsite visits other than planned services visits included in your CCC Document;
 - (v) any pre-approved expenses for travel time at current daily rates if we are required to travel to a site more than 15 km from our offices; and

- (vi) any pre-approved expenses if we are required to travel to a site more than 100 km from our offices, including travel time at current daily rates, and all travel expenses including flights, accommodation and meals (excluding alcohol).
- (e) We may offer you a variety of payment methods. These may include (but not be limited to):
 - (i) Paypal;
 - (ii) Stripe;
 - (iii) Credit and/or Debit Card Payment;
 - (iv) Direct Debit;
 - (v) Bank Transfer; and
 - (vi) BPAY.Instructions for payment methods can be found within the Portal.
- (f) If you have invoices outstanding and you make partial payment of an invoice, we will allocate that payment against your oldest outstanding invoice.

2.2 Invoices

- (a) Unless otherwise stated, each invoice:
 - (i) is processed each fortnight, beginning on the Service Commencement Date;
 - (ii) is payable up to 14 days from the date of the invoice;
 - (iii) may be sent by post, email or via our content management system.
- (b) Our billing period runs on a fortnightly schedule, unless we agree with you for something else.
- (c) Any extras or Special Offers that were added to your account during the previous billing period will appear on your next invoice.
- (d) When you order a new service or change your plan, you'll see prorated charges on your next bill. Prorated charges ensure you're only charged for the days the new service or plan was active.
- (e) Invoices will be sent to the email address nominated on your Application. You can update this at any time within our Portal.
- (f) If you would like to retrieve copies of previous invoices, or view your payment history, you can do so by logging into the Portal.

2.3 Discounts

If there are any discounts for Products or Services which apply, they will appear as a credit on your next invoice.

- (a) You must not have a total of more than \$150 outstanding with us at any one time. In the event that you exceed this amount and do not pay at least 50% of the outstanding amount within seven (7) days, we reserve the right to cease all Services without further notice to you and take any further action necessary to recover the debt.

2.4 Payment difficulties

- (a) Where you experience difficulties in paying your bill, you must contact us as soon as possible. We may, at our discretion offer payment plans or payment extensions.
- (b) Where you are experiencing a difficulty discharging your financial obligations under your contract with us (**Financial Hardship**) and you expect to be able to meet those obligations under different payment circumstances, we may offer you assistance in line with our Financial Hardship Policy.

2.5 Fee disputes

- (a) If you reasonably believe that an invoice contains an error, you must notify us before the due date of the invoice and pay the undisputed portion of the invoice.
- (b) Provided you have complied with clause 2.5(a), we will not suspend or terminate any Services for non-payment of the disputed fees while the dispute is being investigated.
- (c) Our records are prima facie evidence of fees owing and paid.

2.6 Failure to Pay

- (a) Where you fail to pay any invoice by the due date, we'll send you with a reminder notice requesting payment within 7 days (**Extension Date**).
- (b) If you fail to pay any invoice by the Extension Date, then without prejudice to our other rights or remedies, until payment is made in full (including for any accrued interest), we reserve the following rights:
 - (i) to shape your Service speed to any speed determined by us, down to a floor of 1mbps/1mbps;
 - (ii) to charge for interest on all overdue amounts at the Reserve Bank of Australia cash rate plus 6 percentage points, compounded daily from the due date of the relevant invoice;
 - (iii) to immediately suspend work of any or all Services under any CCC Document then on foot, and provide you with a Notice of Default;
 - (iv) to retain a lien over all equipment, materials, data and work in progress, including those owned by you in our possession and control; and
 - (v) you are liable by way of liquidated damages for all amounts payable under this clause plus all costs of debt collection and enforcement, including legal fees on a solicitor and own client basis.

- (c) If you fail to make payment within 7 days after the Extension Date, we may take any actions permitted to us by clause 11 and 13 of the Master Terms.
- (d) Where we terminate your service and you have still not paid your invoice, we reserve the right to render a final invoice and provide that to a debt collection agency. We may also record your default on our credit file for you.

3. Credit Management

3.1 Applicability

We endeavour to ensure that any credit process is open and transparent. To do this, we adopt the measures recommended by both the ACCC and ASIC to ensure that consumers are treated fairly and sufficiently informed.

3.2 Credit Management

Credit Management under this policy includes (but isn't limited to):

- (a) assisting you to manage your spending on our Service;
- (b) mitigating and/or managing any credit risk that you pose to us and our Related Bodies Corporate; and
- (c) recovering outstanding monies that you may owe us.

3.3 Measures You May Take To Manage Your Credit

- (a) Where you believe you are suffering from Financial Hardship, you may contact us and seek our Assistance.
- (b) We provide various ways to manage your spending within the Portal at no cost to you. Where you are concerned about your spending, we recommend you take advantage of these tools.
- (c) You may contact us to review any decisions we make to limit, suspend or terminate our Services to you. We make no guarantees in relation to timelines for reviews, but will usually undertake such reviews in less than a 5 business days.
- (d) We provide an avenue for complaints at [\(link\)](#) for decisions made under this policy, CCC Documents and the Master Terms.
- (e) Where you become aware that we have incorrectly listed your failure to pay or default with a credit reporting agency, we will use all reasonable endeavours to inform that agency within one working day after you informing us of the error and providing sufficient evidence of same.

3.4 Credit Assessment

We must undertake a credit assessment before selling a service to you under the *Telecommunications Consumer Protection* (TCP) Code where you meet the conditions for us to do so. If applicable, the assessment will assist us in determining whether you can pay for the products and services we provide you.

3.5 Disconnection

We will always notify you on the contact details we have on record prior to disconnecting your service for a breach of the CCC. A notice of disconnection will contain a number of points, including (but not limited to):

- (a) that your Services are to be disconnected;
- (b) the impact that your disconnection may have;
- (c) the date your disconnection will take place;
- (d) our rights to report your default (if applicable) to a credit agency and add it to our credit file;
- (e) the option of our Financial Hardship Policy;
- (f) that we may take further action to recover the debt, including debt collection or legal action; and
- (g) information about the return of our Hardware, including your obligations to provide us safe access to your Premises to recover Hardware.

3.6 Debt Collection

We may at our discretion:

- (a) forward your debt to a debt collection agency and give them power to pursue you for that debt; or
- (b) commence legal action against you for your non-payment.

We may require that you indemnify and fully reimburse us for all costs related to these actions. You warrant that, where we do require this, you agree to such reimbursement.

3.7 Sale of Debt

If we are providing Assistance under our Financial Hardship Policy (or discussions relating to same are occurring), or if your debt is the subject of an unresolved complaint, we will not sell your debt to a debt buyer. Where we do sell a debt, that debt buyer must be an ASIC approved external dispute resolution scheme. We will notify you in writing within 25 Working Days if your debt has been sold or arrange for the purchaser to notify you on our behalf. We will also resolve any billing complaints or telecommunications service issues that arise after a debt has been sold or assigned to a third party.

4. Privacy

We are committed to protecting your personal information in accordance with the Privacy Act 1988 (the "Privacy Act"). We also operate within the rules outlined in the *Telecommunications Act 1997* (Cth) and the *Telecommunications (Interception and Access) Act 1979* (Cth). You can find your Privacy Policy at <https://oneqode.com.au/legal> .

5. Enquiries

5.1 Accounts Enquiries

If you have any enquiries about matters covered by this Billing Policy, please contact our Accounts Team. You may contact the Accounts Team in the manners listed on the Website at <https://oneqode.com.au>.