



# Hugo VoIP



## customer service guarantee waiver

**Please read the following paragraphs carefully. They contain information affecting your rights.**

1. A copy of the Customer Service Guarantee (CSG) can be found on the Australian Communication Authority's website ([www.aca.gov.au](http://www.aca.gov.au)).
2. Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No2) allows HugoNet to propose that you waive the protections and rights provided under the Customer Service Guarantee (CSG). You are not obliged to agree to the waiver.
3. HugoNet is offering significantly lower call costs for this telephone service, but is only able to do so on the basis that it is not required to meet the performance standards set out in the Customer Service Guarantee.
4. By agreeing to this document you agree to waive your protections and rights under the CSG. So that HugoNet may continue to offer lower costs, it requires that all of its Customers waive their rights under, and in respect of, the CSG.
5. The protections and rights you are waiving are:

### **The provision of written information**

The CSG requires carriage service providers to, at least every two years, give written information to each customer about:

- the performance standards that apply to supply of specified services
- the obligations of the provider under those standards
- the customer's entitlements to damages under the Act for contravention of the performance standards; and
- on request, provide information to the customer about a performance standard.

### **Guaranteed maximum connection periods**

The CSG prescribes maximum timeframes within which connection to services should occur.

### **Guaranteed maximum rectification periods**

The CSG prescribes maximum timeframes within which rectification of service faults should occur.

### **Making and changing appointments**

The CSG requires carriage service providers to:

- make appointments with customers at times that are convenient for the customer
- make appointments with customers that are either for a particular time of the day or to nominate a five hour period during which the appointment will occur
- change appointments by giving at least 24 hours notice or by obtaining the agreement of the customer to the change.

If you so waive the Customer Service Guarantee you will not be able to claim compensation from HugoNet for its failure to meet the prescribed performance standards.

6. This waiver will take effect seven days from the date of you agreeing to it, unless you notify HugoNet that you no longer wish to waive your rights under the CSG. If you do so notify HugoNet, HugoNet reserves its rights not to provide the service to you.

### **Waiver**

I (please print)..... Signature ..... Date ...../ ...../ .....

understand the protections and rights under the Customer Service Guarantee, and agree to waive all protections and rights under the Customer Service Guarantee with respect to the provision of the Service by HugoNet to me. I enter into is agreement freely and voluntarily.