



Definitions and Interpretation

Action Plan

Means a plan submitted to Communications Compliance by a Supplier

Advertising

Means marketing and promotional material (including electronic and online material) in relation to a Supplier's Telecommunications Products

Advocate

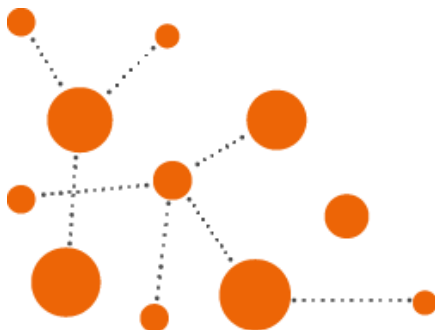
Means a person nominated by a Consumer to deal with a Supplier on the Consumer's behalf, who cannot make changes on a Consumer's behalf to a Consumer's account without the Consumer being present and agreeing to such action.

Authorised Representative

Means the person who has authority from a Consumer to deal with a Supplier, including to discuss or make changes to a Customer's account without that Customer being present, on behalf of that Consumer

Bill

Means an invoice from a Supplier which includes debits and credits applied during that Billing Period and advises a Customer of the total amount due, or in credit, and where an amount is due, the payment method.



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Billing

Means any one, or a combination of, the following activities:

1. calculating and assembling Charges incurred by a Customer during a Billing Period;
2. applying any debits or credits outstanding or Discounts due against the Charges, and calculating the net amount payable by the Customer;
3. issuing and delivering Bills to the Billing Address;
4. handling Billing Enquiries;
5. and receiving and receipting payments made by the Customer

Billing Accuracy

Means the validity of Charges and the correctness of the calculation of the Charges.

Billing Address

Means the Customer's nominated online account, electronic, physical, or postal address to which a Bill is sent, or where notification is sent on how the Bill can be accessed.

Billing Complaint

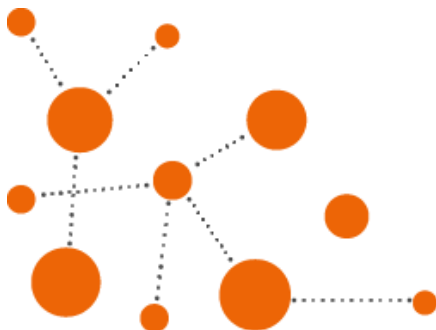
Means a Complaint made to a Supplier by a Customer about any aspect of the Customer's Bill or the Supplier's Billing.

Billing Enquiry

Means a request to a Supplier by a Consumer for relevant information about a Bill, or Billing generally.

Billing Name

Means the name of the Customer to whom the Bill is issued and delivered



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Billing Option

Means a Billing related option offered by the Supplier that the Consumer may choose or nominate.

Billing Period

Means a period in relation to which Billed Charges relate.

Charge

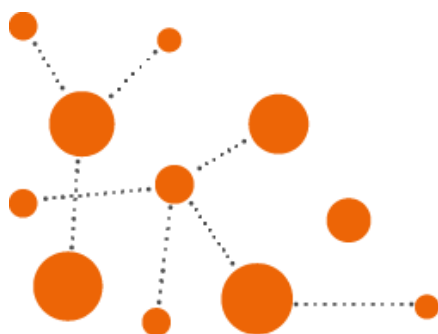
Means the tariff or fee which a Supplier levies for the provision of a Telecommunications Product or a related transaction.

Communications Compliance

Means the independent body which monitors and reports on Code compliance

Complaints Standard

Means the Telecommunications (Consumer Complaints Handling) Industry Standard 2018.



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Consumer

Means:

1. an individual who acquires or may acquire a Telecommunications Product for the primary purpose of personal or domestic use and not for resale; or
2. a business or non-profit organisation which acquires or may acquire one or more Telecommunications Products which are not for resale and, at the time it enters into the Customer Contract, it:
 1. does not have a genuine and reasonable opportunity to negotiate the terms of the Customer Contract; and
 2. has or will have an annual spend with the Supplier which is, or is estimated on reasonable grounds by the Supplier to be, no greater than \$40,000, or, in the 5 months following Code commencement, an annual spend of \$20,000.

A reference to a Consumer includes a reference to the Consumer's Authorised Representative.

Corporate Reorganisation

Means a reorganisation of the corporate group of which the Supplier is a part with the result that a Customer will be provided with Telecommunications Services by another Supplier after that reorganisation is complete.

Credit Assessment

Means the process by which a Supplier determines the Post-Paid Telecommunications Products to be provided by it (if any) to a Consumer

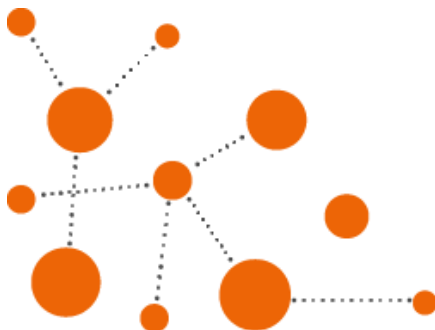
Credit Management

Means the process by which a Supplier:

1. helps Customers to manage their expenditure on Telecommunications Services;
2. manages any credit risk to the Supplier;
3. and collects outstanding debts from Customers, and former Customers.

Customer

Means a Consumer who has entered into a Customer Contract with a Supplier. A reference to a Customer includes a reference to the Customer's Authorised Representative.



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Customer Contract

Means an arrangement or agreement between a Supplier and a Consumer for the supply of a Telecommunications Product to that Consumer. For the avoidance of doubt, unless stated otherwise, the Standard Form Customer Contract is a Customer Contract.

Customer Service

Means services, other than Telecommunications Services, provided by a Supplier to a Customer, in connection with the Customer's use of the Supplier's Telecommunications Products and the Customer's Customer Contract with the Supplier.

Data

Means the component of a Carriage Service that provides access to online services such as: e-mail, web pages, media (e.g. audio and video), social networks and app downloads and updates.

Direct Debit

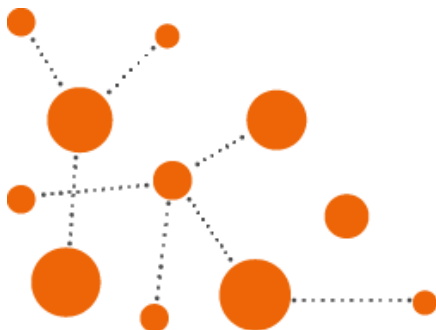
Means a periodic payment that is automatically deducted by a Supplier from a Customer's nominated financial institution account, implemented by the Supplier at the Customer's request.

Disconnection

Means the termination by a Supplier of a Customer Contract for a Telecommunications Service

Discount

Means a reduction in the Charge which is usually levied by a Supplier



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Financial Hardship

Means a situation where:

1. a Customer is unable to discharge the financial obligations owed by the Customer under their Customer Contract or otherwise discharge the financial obligations owed by the Customer to a Supplier, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause; and
2. the Customer believes that they are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of Telecommunications Products by the Supplier to the Customer are changed

Fraud

Means dishonestly accessing or using any Telecommunications Products of a Supplier, or attempting to do so, with the intent of securing unlawful gain or advantage by:

1. deceiving the Supplier, any other Supplier, or any other person; or
2. not paying for the relevant Telecommunications Products.

Gaining Supplier

Means the Supplier to whom a Telecommunications Service is to be Transferred

Guarantee

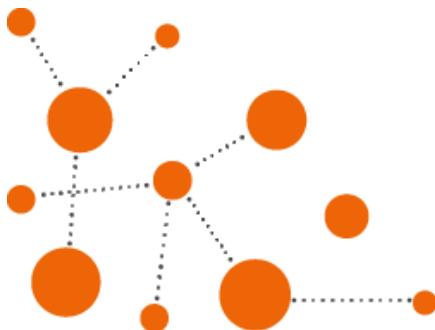
Means a guarantee of a Customer's obligations under a Customer Contract.

Guarantor

Means an individual or company who Guarantees a Customer's obligations under a Customer Contract.

Hard Cap

Means a maximum amount applied to a Customer's use of Telecommunications Services, which cannot be exceeded.



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Itemised

Means the detail(s) provided in relation to a particular Billed Charge

Itemised Billing

Means the provision of a Bill that includes details for each Billed Charge

Metrics

Means performance measures relating to certain obligations of Suppliers under this Code, as required by Communications Compliance from time to time.

Offer

Means a current, standard in-market plan containing pricing that is made by a Supplier for the provision of Telecommunications Products, which is available to any individual Consumer or Consumers as a class and includes, without limitation, such offers made in Advertising

Post-Paid Service

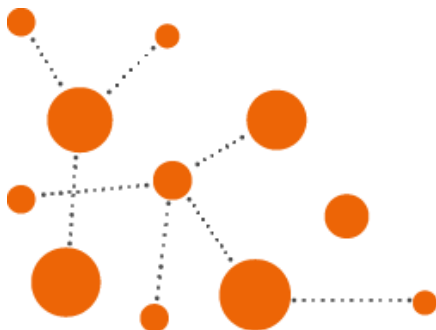
Means a Telecommunications Product, including month to month plans, that can be used fully or in part prior to being paid for by the Consumer. It excludes Pre-Paid Services.

Pre-Paid Service

Means a Telecommunications Product that must be paid for by the Consumer before it is used.

Residential Customer

Means a Customer that is an individual who acquires a Telecommunications Product for the primary purpose of personal or domestic use, and not for resale, under the standard terms and pricing for residential, non-business Customers set out in the Supplier's Standard Form of Agreement.



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Resolve

when used in connection with a Complaint, Means the bringing of that Complaint to a conclusion in accordance with the requirements of the Complaints Standard.

Restriction

Means where access to one or more of a Supplier's available Telecommunications Products or an aspect of those Telecommunications Products is limited.

Restriction Point

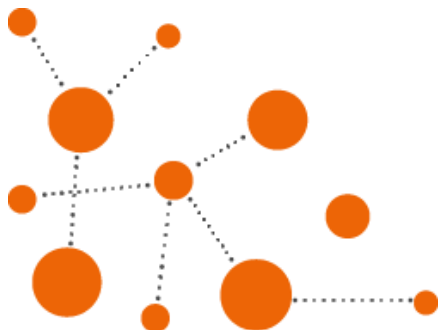
Means the point at which a Restriction is to occur

Sales Representative

Means a person employed or contracted, directly or indirectly, by a Supplier (including staff employed by a third party call centre to sell a Supplier's Telecommunications Products on behalf of that Supplier) to sell, offer to sell, or otherwise promote, Telecommunications Products to Consumers as all or a – 15 – C628:2019 COPYRIGHT JULY 2019 substantial part of their role, other than a person who undertakes and completes a transaction for a Pre-paid Service for a Consumer at a cash register in a Retail Outlet.

Shaping

Means where a Supplier deliberately controls the maximum Data transfer rate on a broadband service when the Customer has exceeded the specified Data allowance.



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Special Promotion

Means an Offer of limited duration, limited quantity or offered to a limited subset of Consumers, (for example, a once-off promotion for members of a local gym or a special discount for the staff of a business customer of a Supplier), such as Discounts off Telecommunications Goods or components of Telecommunications Services.

Spend Management Tools

Means a tool available to a Customer or applied by a Supplier to assist the Customer to take timely action to limit and/or manage their expenditure or usage allowance on a particular Telecommunications Product.

Standard Form Customer Contract

Means the Supplier's current Standard Form of Agreement for contracting with Consumers.

Supplier

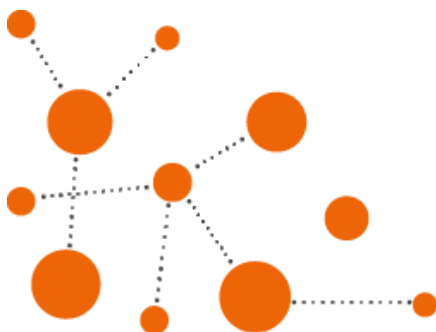
Means a Carriage Service Provider.

Suspension

Means the prevention of access to a Telecommunications Service, except to Emergency Service Numbers, by the Supplier.

Telecommunications Goods

Means any goods supplied by a Supplier for use in connection with the supply of a Telecommunications Service, whether the goods are supplied in conjunction with, or separately from, a Telecommunications Service.



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Telecommunications Product

Means Telecommunications Goods and/or a Telecommunications Service.

Telecommunications Service

Means:

1. a Listed Carriage Service or any service supplied by a Supplier in connection with that service; or
2. a content service (other than a subscription broadcasting service or a television subscription narrowcasting service) provided by the Supplier in connection with the supply of a Listed Carriage Service.

Third Party Charges

Means Charges collected by a Supplier on behalf of another commercial entity, for any goods and services provided by that other commercial entity.

Timed Call

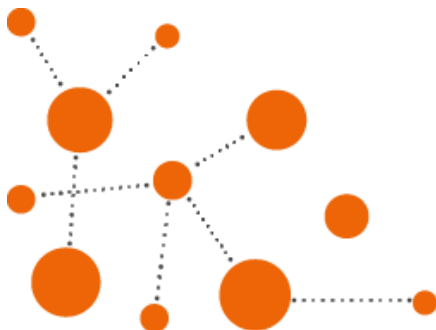
Means a call for which a Charge is calculated according to the duration of the call.

TIO

Means the Telecommunications Industry Ombudsman appointed under the Telecommunications Industry Ombudsman scheme referred to in the Act.

Transfer

Means the transfer of all or part of a Consumer's Telecommunications Service from one Supplier to the Gaining Supplier.



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Unbilled Charges

Means Charges relating to a Telecommunications Product which have been incurred by a Customer and of which the Supplier is aware, but which the Supplier has not yet included in a Bill.

Unfair

has the meaning given to it in the Competition and Consumer Act.

Untimed Call

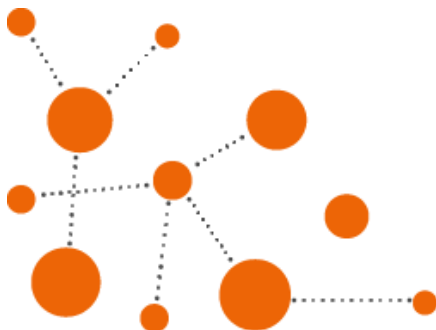
Means a call where the applicable Charge is not calculated according to the duration of the call.

Verification

Means the process performed by a proposed Gaining Supplier prior to effecting a Transfer, pursuant to which such Gaining Supplier enlists a person or procedure (independent of the Sales Representative who procured the Transfer) to confirm with the Consumer the Consumer's request to Transfer.

Working Day

Means a day that is not a Saturday, Sunday or gazetted public holiday in the location of the relevant Supplier.



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