



# TERMS & CONDITIONS

This agreement is made between BKH Enterprises Pty Ltd t/as Flash Fibres (ABN:66 600 357 908) "Flash Fibres" and "the Customer". By signing the Service Agreement, the Customer acknowledges that they have read and accept the Standard Terms & Conditions as outlined in this document.

## THE CUSTOMER:

- (a) Represents and warrants that they have read and fully understand the nature and effect of the Terms and Conditions;
- (b) Represents and warrants that they have the authority to enter into the Terms and Conditions;
- (c) Payment be made strictly in accordance with the trading terms contained herein; and
- (d) The Agreement is implied to be agreed upon and entered into when the Customer puts through any order after receiving a copy of the Service Agreement and/or Terms and Conditions.

## 1. DEFINITIONS:

**Agreement** means this Agreement for the provision of services by us to you including the provisions contained in any Applications, Plans and Service Agreements

**Application Date** means the date indicated on the signed and returned Service Agreement

**Business End User** means a Customer of a Flash Fibres Commercial/Business Customer

**Commercial/Business Customer** means any Customer who is a business or non-profit organisation (including a body corporate, sole trader or partnership) that acquires and uses the Service for business purposes

**Casual Contract Customer** means a Customer that acquires the Service on a month by month basis

**Customer** means the person who submits an Application to Flash Fibres and who acquires the uses of the Service

**Customer Supplied Equipment** means equipment that was supplied by the Customer and/or their own engaged contractor

**Fixed Length Contract or Fixed-Term** means an Agreement (other than a month to month Agreement) that has a minimum term

**Fixed Term Contract Customer** means a Customer acquiring Service under a contract that has a fixed term

**Service** means the service, with the features requested in the Application as described in the Service Description, and any related goods (including equipment) and ancillary services provided or to be provided by Flash Fibres to the Customer in connection with that service.

**Service Start Date** means the date on which the service becomes active and usable by the Customer

**Subcontractor** means a person or company engaged by Flash Fibres to provide a service on behalf of Flash Fibres

**Supplier** means a person or company which provides goods or services to Flash Fibres

**The Company** means Flash Fibres

**We** means Flash Fibres Pty Ltd, ABN 66 600 357 908, and includes its successors and assigns.

## 2. TERM OF THIS AGREEMENT

**2.1** This Agreement commences on the Application Date and will continue until Services are terminated by either party.

**2.2** Flash Fibres will commence providing the Service to the Customer under the Agreement from the Service Start Date.

**2.3** If the Agreement is not a Fixed-Term Agreement, Flash Fibres will provide the Service to the Customer in accordance with the Agreement until the service is cancelled in accordance with the Agreement.

**2.4** If the Agreement is a Fixed-Term Agreement, Flash Fibres will provide the Service to the Customer in accordance with the Agreement for the minimum term until the Service is cancelled in accordance with the Agreement, as the case may be. If neither party cancels the Service at the end of the minimum term, Flash Fibres will continue to supply the Service to the Customer on a month to month basis until another Fixed Term Agreement is entered into or the Service is cancelled in accordance with the Agreement.

## 3. USING THE SERVICE

**3.1** The Customer must reasonably co-operate with Flash Fibres to allow us, any Subcontractors or a Supplier to establish and supply the Service to the Customer safely and efficiently.

**3.2** The Customer must provide Flash Fibres with accurate and truthful information detailed in the Service Agreement and keep us informed of any changes to the information.



# TERMS & CONDITIONS

## 3. USING THE SERVICE (CONTINUED)

**3.3** When using the Service, the Customer must comply with:

- (a)** all laws;
- (b)** all directions by a regulator;
- (c)** all notices issued by authorisation of or under law;
- (d)** the Acceptable Use Policy detailed in section 4 of this Agreement;
- (e)** reasonable directions by Flash Fibres.

**3.4** The Customer acknowledges that any loss and damage arising from a breach and/or failure of the provisions of this Agreement shall be borne by the Customer.

**3.5** The Customer and users of the Service under the Customer's control must not use a service to commit an offence or allow anybody else to do so. The Customer must ensure that any person the Customer allows to use the Service complies with the Agreement as if they were the Customer.

**3.6** Flash Fibres will provide the Service to the Customer with reasonable care and skill. In the event of an unexpected fault(s), the Customer acknowledges and understands Flash Fibres require reasonable time to attend to restoring the service.

**3.7** Flash Fibres will use reasonable care and skill in providing our services; however, given the complex nature of modern telecommunications systems (including our services' reliance on systems and services that we do not own or control), we cannot promise that our services will be continuous and fault-free.

**3.8** The Customer shall maintain and repair any Customer Supplied Equipment at their own cost, including repairs Flash Fibres reasonably think are required. When asked, such repairs must be completed within a reasonable timeframe. Flash Fibres is not liable for any rebate or cost due to failure of Customer Supplied Equipment.

**3.9** Where the Customer requests Flash Fibres to repair or configure Customer equipment, Flash Fibres may charge a call-out fee and hourly rate. These will be disclosed before work begins unless in an emergency.

**3.10** The Customer is responsible for maintaining all Customer owned equipment, including but not limited to the mounting pole, lead in cable, modem, LAN devices, electricity, debris removal around the antenna, and tree trimming on premises.

**3.11** The Customer agrees Flash Fibres may use Third Party Suppliers for the Service.

**3.12** Flash Fibres will try to connect services within any specified timeframes; otherwise, within a reasonable time.

**3.13** Flash Fibres decides the route and technical means to provide the service.

**3.14** Flash Fibres will provide a quote for installation costs prior to connection; costs must be paid before installation.

**3.15** The Customer may nominate an 'appointed agent' aged 18+ for premises work; the agent may make decisions, accept quotes, and charges on the Customer's behalf.

**3.16** All radio equipment remains the property of Flash Fibres even after the termination of the service. It is an offence under Commonwealth law to interfere in any way with the property of an Australian Telecommunications Carrier. The Customer shall take reasonable steps to ensure no-one interferes with Flash Fibres hardware or software configuration.

**3.17** The Customer must arrange and pay for electricity supply at premises. Flash Fibres is not liable for service interruption due to power loss.

**3.18** The Customer must only connect equipment compliant with technical standards.

**3.19** The Customer must disconnect any Customer supplied equipment causing interference or damage upon demand.

## 4. ACCEPTABLE USE POLICY

**4.1** The Customer agrees not to use the Service for illegal purposes and to conduct themselves responsibly; activities like hacking, spamming, copyright infringement, or unauthorised access are forbidden.

**4.2** The Customer accepts responsibility for all content they store or transfer on the network.

## 5. THE SERVICE

**5.1** Actual service speeds vary based on factors like distance, interference, network load, and customer equipment quality.

**5.2** Any speed quoted is maximum theoretical under ideal conditions.

**5.3** The Service is provided "as is" and cannot be guaranteed if reliant on Third-Party Suppliers.

**5.4** No service level is guaranteed; Flash Fibres uses best endeavours for installation and restoration within reasonable timeframes.

**5.5** Flash Fibres may delay, vary or cancel performance due to events beyond control (acts of God, government action, disputes, emergencies, natural disasters, etc.).

**5.6** Flash Fibres provides service to the WAN port only; beyond this (Wi-Fi, switches, cabling, end-user equipment) is Customer's responsibility.



# TERMS & CONDITIONS

## 6. NETWORK MAINTENANCE, FAULT REPORTING AND RECTIFICATIONS

- 6.1 The Customer has 14 days from installation to report disputes about service or installation damage.
- 6.2 After 14 days, Flash Fibres is not liable for loss or damage.
- 6.3 Before reporting, the Customer must ensure faults are not caused by non-Flash Fibres equipment.
- 6.4 The Customer must provide reasonable access and assistance for fault investigation and repair.
- 6.5 Report faults to [faults@flashfibres.com.au](mailto:faults@flashfibres.com.au) or by phone. Flash Fibres will attempt remote fix; if unresolved within 24 hours, a technician visit may be scheduled.
- 6.6 Fees and charges at agreement time are in the appendix; Flash Fibres may alter fees, published online.
- 6.7 Flash Fibres is not liable for interruptions due to supplier network, events in 5.5, or Customer equipment faults.
- 6.8 Flash Fibres will repair faults promptly but bears no further liability.
- 6.9 If fault is due to Customer breach or equipment failure, Customer pays investigation and repair costs.

## 7. ACCESSING YOUR PREMISES

- 7.1 Customer must provide safe access for installation, inspection, maintenance, repair, or equipment recovery.
- 7.2 If access is denied, Customer pays the value of equipment as a debt.
- 7.3 If Customer does not own premises, they must obtain owner/body corporate/strata permission.
- 7.4 Once scheduled, Customer guarantees access permission.
- 7.5 Flash Fibres is not liable for claims from breach of 7.3 or 7.4.

## 8. EQUIPMENT

- 8.1 Customer must ensure all equipment and usage complies with laws and regulator directions.

## 9. FEES AND CHARGES

- 9.1 Customer pays fees for the Service as set out in the Agreement.
- 9.2 If Customer uses Service to access third-party services and Flash Fibres is charged, Customer pays those charges.
- 9.3 Customer pays all charges incurred even if Service is unavailable; may be entitled to refund or rebate as stated or under law.
- 9.4 Invoices issued monthly.
- 9.5 Bills may include charges from previous periods per industry code.
- 9.6 Flash Fibres records are sufficient proof of charges unless shown incorrect.
- 9.7 Credit card payment processing fees may apply.
- 9.8 Late payment fee: \$15 for amounts \$100 or more.
- 9.9 Flash Fibres may restrict, suspend or cancel for non-payment per clauses 13 & 14.
- 9.10 Direct debit dishonour fee: \$10 (non-GST).
- 9.11 Charges rounded to nearest cent; cash payments to nearest 5 cents.
- 9.12 Overpayments may be credited to Customer's account.
- 9.13 Advance payments adjusted on variation or cancellation
- 9.14 Flash Fibres may pass on cost differences from third-party providers if usage excessive.
- 9.15 Current fees are in the appendix; Flash Fibres reserves right to alter fees, published online.

## 10. PAYMENTS

- 10.1 Flash Fibres will not undertake installation or Service unless payment is made.
- 10.2 Invoices available as paper (postage fee) or email (PDF).
- 10.3 Email bill terms: confirmation, possible cessation of paper bills, online billing availability, and failure to deliver procedures.
- 10.4 Flash Fibres may require security deposit or advance payment if credit concerns; returned less outstanding charges upon cancellation.



# TERMS & CONDITIONS

## 11. MINIMUM CONTRACT PERIOD

- 11.1** Minimum contract period is listed on the application.
- 11.2** Commences at Service Start Date.
- 11.3** Early termination charges apply if cancelled during minimum period.
- 11.4** Varies by plan and advised during application.

## 12. VARIATIONS TO THE AGREEMENTS

- 12.1** Flash Fibres may change terms by obtaining consent, complying with clause requirements, and relevant laws.
- 12.2** Beneficial or neutral changes may be immediate without notice.
- 12.3** Minor detrimental changes require website notice 3 days prior and individual notice within 16 weeks.
- 12.4** Customers on fixed-term may cancel on fair terms if change has more than minor impact.
- 12.5** Tax-imposed changes published website 3 days prior and individual notice within 16 weeks.
- 12.6** Ancillary service charge changes require alternative option and notification; otherwise allow fair-terms cancellation.
- 12.7** Premium content charge increases due to third-party price changes require 10 days' email notice and opt-out option.
- 12.8** Urgent changes (law, security, technical) notified with as much warning as possible.
- 12.9** Service Agreement term changes require 30 days' notice and allow cancellation within 42 days on fair terms.
- 12.10** Affected customers are those billed in prior 6 months where change has more than minor impact.
- 12.11** Fair terms cancellation excludes usage, network, installation fees, and unpaid equipment costs.
- 12.12** Notice methods include bill message, text, mail, or email; website notice additional.
- 12.13** Casual contract variations by consent or clause compliance.

## 13. SUSPENDING THE SERVICE

- 13.1** Flash Fibres may suspend or restrict Service to allow maintenance, handle unusually high use, or interconnection issues.
- 13.2** Suspension on notice; immediate if emergency.
- 13.3** Suspension for non-payment after 7 days' notice.
- 13.4** Non-Customer-attributable suspension may entitle to refund or rebate.
- 13.5** Customer-attributable suspension may incur fees.
- 13.6** Reactivation may incur reconnection fees if suspension was Customer-attributable.

## 14. CANCELLING THE INSTALLATION AND/OR SERVICE

- 14.1** Cancellation of a scheduled installation: 25% of installation fee if technician booked; 50% or \$100 minimum if within 24 hours.
- 14.2** Service cancellation by Customer requires 30 days' written notice; early termination charges for fixed-term.
- 14.3** Cancellation before provision: reasonable costs incurred may be charged.
- 14.4** Cancellation for Flash Fibres' breach: 30 days' notice and remedy opportunity.
- 14.5** Casual contract Customer may cancel with 30 days' notice.
- 14.6** Upon cancellation: Customer liable for charges up to Cancellation Date; overpayments applied; direct debit authorization for undisputed charges.
- 14.7** No cancellation fee if not fixed-term or after minimum term expires.
- 14.8** Customer-attributable cancellation before start: infrastructure and installation costs; during minimum term: cancellation fee or balance of fixed-term; breach rectification costs.
- 14.9** Reinstatement request may incur reconnection fees if due to Customer.
- 14.10** Flash Fibres may cancel without liability for emergencies, suspected fraud, non-payment after 10 days, material breach, intervening events >14 days, or suspension >14 days.
- 14.11** Moving to an unserviceable address releases Customer from contract with 30 days' notice.



# TERMS & CONDITIONS

## 15. LIABILITY

- 15.1** Flash Fibres has obligations under Telecommunications Legislation, Competition and Consumer Act, and applicable laws; cannot remove statutory rights.
- 15.2** No liability to Business End Users; Business Customers must indemnify and keep Flash Fibres indemnified against any claim.
- 15.3** Flash Fibres is not liable for consequential losses or non-direct costs.
- 15.4** Customer liable for breach causing foreseeable loss to Flash Fibres.
- 15.5** Joint and individual responsibility for charges if multiple Customers share a service.
- 15.6** Exclusion of all other liability; where exclusion unlawful, liability limited to re-supplying or repair/replacement costs.
- 15.7** Flash Fibres not responsible for loss or damage outside reasonable control.
- 15.8** Liability provisions survive cancellation or suspension.

## 16. ASSIGNMENT AND TRANSFER

- 16.1** Customer may transfer legal responsibility with Flash Fibres' written consent.
- 16.2** Flash Fibres may assign rights or arrange performance by others, remaining responsible for obligations. Customer irrevocably authorizes required document execution.

## 17. PRIVACY

- 17.1** Flash Fibres collects, uses and discloses personal information per its "Protecting Your Privacy" statement, available on the website.