

Westnet Contact Details

Westnet Pty Ltd ABN: 50 086 416 908 Sales: 13 19 60
Level 7, 152 St George's Tce, Perth, 6000 Support: 1300 786 068
GPO Box C121 Perth 6839 Web: <http://www.westnet.com.au>

Terms and Conditions

Before taking on the service, the Customer must read understand and adhere to

1. Westnet Satellite Terms and Conditions
2. Westnet General Terms and Conditions
3. Westnet Acceptable Use Policy
4. Westnet Full Phone Service Terms & Conditions
5. Westnet Satellite Australian Broadband Guarantee specific terms and conditions override the General Terms & Conditions and Phone Service Terms & Conditions

Key Definitions:

1. The Department: Department means the Department of Broadband, Communications and the Digital Economy.
 2. ABG: Australian Broadband Guarantee as described in the Program Guidelines available at <http://www.dbcde.gov.au/abg> and applicable from 4th August 2008.
 3. 'Satellite Broadband' refers to the service provided by Westnet, described in this document.
 4. Service: refers to the Internet access service plan as registered under the ABG.
 5. Prices are expressed as inclusive of GST, unless stated otherwise.
 6. 'the / this service' refer to the Westnet Satellite Broadband service.
 7. the terms 'Customer' and 'Member' are interchangeable and are terms used to refer to the user or buyer of the service.
 8. IPSTAR is the 3rd party satellite carrier engaged by Westnet to provide the satellite infrastructure for the Westnet Satellite Broadband service.
 9. Spot beam: refers to the optimal coverage zones provided for by the IPSTAR satellite infrastructure.
 10. Shaped beam: refers to the coverage zones outside of the spot beam areas, which provide a differing level of coverage for users provided for by the IPSTAR satellite infrastructure.
 11. Indoor Unit: refers to Satellite Modem
 12. Outdoor Unit: refers to the Satellite dish, including antenna, block up converter (BUC), LNB and feed assembly.
 13. Equipment: refers to both the Outdoor Unit and the Indoor Unit.
 14. The Department: The Department of Broadband, Communications and the Digital Economy
 15. Dish: Satellite dish.
1. Australian Broadband Guarantee
 - 1.1 The terms and conditions of the Australian Satellite Broadband Guarantee service contract may be changed. Any changes will be approved by the Department prior to them taking affect. Westnet will provide the Customer with at least one month notice of the approved changes prior to the changes taking effect.
 - 1.2 The Department requires Australian Broadband Guarantee providers to ensure Customers attest their eligibility under Australian Broadband Guarantee. Australian Broadband Guarantee Providers (eg. Westnet) are required to ask Customers to provide a truthful attestation of their eligibility in a standard format, in writing or another form acceptable to the Department.
 - 1.3 Full details of the Australian Broadband Guarantee are available at the Department's website.
 - 1.4 Customers need to attest that, to the best of their knowledge:
 - the information provided in their application is accurate,
 - they and the Premises at which they require the Australian Broadband Guarantee Service are eligible under Australian Broadband Guarantee, and they or their Australian Broadband Guarantee Provider have made such inquiries as are required by the Department to confirm this; and
 - they acknowledge and accept the obligations on them under Australian Broadband Guarantee, including agreeing to provide information/documentation and to it being shared among appropriate organisations.
 - 1.5 Broadband Satellite services will always comply with Australian Broadband Guarantee performance requirements and be priced under the three year price approved at registration. The price can be changed either in total (i.e. The three year price) or the price of individual components moved up and down providing the three year price does not exceed what was approved at registration and the Department approve any such changes.
 - 1.6 An Australian Broadband Guarantee Customer may upgrade or downgrade the service package it is receiving under Australian Broadband Guarantee to a higher or lower level of Australian Broadband Guarantee Satellite service, subject to Westnet's terms and conditions.
 - 1.7 Westnet will endeavour to maintain service availability 99 per cent of the time (averaged over a quarterly period) with average data download and upload speeds of at least 60 per cent of these peak speeds at least 75 per cent of the time as measured according to the prescribed Australian Broadband Guarantee testing schedule for test computers located in different geographic regions. Data Speed testing is available at <http://bctest.com.au/speedtest.html>.
 - 1.8 Under the Australian Broadband Guarantee guidelines, Westnet is required to provide personal customer information to the Department and potentially other appropriate agencies for purposes such as program administration, regulation and evaluation and policy development.
 - 1.9 Customers should be aware the Australian Broadband Guarantee, in normal circumstances, does not support those customers who have subscribed to a service which has provided broadband internet access at the same address at any stage in the past.
 - 1.10 Under the Australian Broadband Guarantee Westnet is able to provide three different plan categories.
 - (a) Threshold Service: Access to the Internet at a peak download/upload Data Speed of at least 512/128Kbps and at least 3GB per month usage allowance (with no restrictions within these limits on downloads or uploads or on usage time or peak/off peak limitations) and a price to the Customer over three years of no more that \$2500 (GST inclusive) including equipment, installation, connection, account establishment and ongoing provision of service and all other conditions in accordance with section 2.3.1 of the ABG Guidelines.
 - (b) Entry Level Service: Access to the Internet at a peak download/upload Data Speed of at least 256/64Kbps and at least 500 MB per month usage allowance (with no restrictions within these limits on downloads or uploads or usage time or peak/off peak limitations) and a price to the Customer over three years, including equipment, installation, connection, account establishment and ongoing provision of service, that is appropriately discounted below the threshold price cap, and that appropriately takes into account the speed and functionality of the service and the incentive payment applying to the service and all other conditions in accordance with section 2.3.2 of the ABG Guidelines.
 - (c) Added Value Service: A condition of registration is that Providers must have registered at least one Added Value Service with a speed of at least 1024/256 Kbps, and at least 5GB per month usage allowance (with no restrictions within these limits on downloads or uploads or usage time or peak/off peak limitations), for each Service Solution registered and all other conditions in accordance with section 2.3.3 of the ABG Guidelines.
 - 1.11 Westnet commits to provide the Customer with full information about the Australian Broadband Guarantee Service, as required under the Australian Broadband Guarantee Program.
 - 1.12 Westnet shall not assign the whole or part of this contract/agreement to another party without the prior written consent of the Customer.
2. Nature of Service

- 2.1 The Westnet Broadband Satellite service is a 'two way' satellite service.
 - 2.2 Bandwidth limits specified in the relevant Customer Access Plan refer to the amount of data sent and received by the Customer from the internet through the Service.
 - 2.3 All traffic will be counted towards the monthly allowance (i.e. download and upload).
 - 2.4 Satellite customers are not eligible for free traffic within the Westnet neighbourhood, including 3FL games servers within the home state of the Customer;
 - 2.5 WAIX, PIPE and traffic between Westnet members will be counted towards customers monthly allowance.
 - 2.6 If Westnet determines the Service cannot be provided to the Customer, this Agreement will terminate and neither party shall have any liability to the other, except Westnet will refund any initial connection fees paid in advance by the Customer for the Service. This applies only if costs are paid by the customer. This does not apply if under the ABG the customer did not pay costs. The Customer will however be liable for any costs incurred by Westnet if the failure to provide a Service was foreseeable by the Customer and not brought to Westnet's attention.
 - 2.7 Charges for the Service will commence to accrue under the selected Customer Access Plan from the earlier of either the date the Service is installed by Westnet or the date on which the Customer first uses the Service.
 - 2.8 the Customer acknowledges due to processing time periods, usage may not appear in a Westnet account from the previous month. Any usage not appearing in a monthly account will be carried over to the next monthly Westnet account. This delay will take no longer than 24 hours.
 - 2.9 Dialup access for Satellite customers is charged at \$1.10 per hour during non-outage periods.
3. Service Levels
- 3.1 The connection speeds specified in the Service Plan selected by the Customer represents the maximum possible connection speed from Westnet to the Customer, and from the Customer to Westnet respectively. The Customer accepts Westnet cannot guarantee the Service will achieve these theoretical maximum speeds.
 - 3.2 The Customer acknowledges Westnet cannot represent or guarantee the continued availability of the Service. The Customer acknowledges the Service may be temporarily unavailable for use due to technical failures, network congestion, periodic maintenance, disruption to telecommunications services and or other causes.
 - 3.3 The Customer acknowledges when signing up to Satellite plans, the maximum speed available may vary. There are various factors which may influence throughput speeds. These could be one or a combination of the following:
 - Number of users using the service within the IPSTAR network at any one time,
 - Performance of the IPSTAR satellite system,
 - Weather conditions, locally and at the station;
 - Other factors outside of Westnet or IPSTAR's control.
 - Applications being used. Customers may find certain applications will not run as effectively on a Satellite Broadband service, when compared with an ADSL broadband service. This is largely due to the typical latency differences between the two service types.
 - 3.4 Westnet will provide a free-of-charge 24/7 fault reporting, and help desk facility which operates under the hours listed at www.westnet.com.au.
 - 3.5 Customers may check their use on a daily basis through Westnet's MyAccount portal at www.mywestnet.com.au.
4. Costs and charges relating to the service
- 4.1 The plans offered for this service are detailed in the current Westnet Satellite broadband brochure and at www.westnet.com.au in the Satellite Broadband service section.
 - 4.2 Customers will be charged for any data usage outside of their plan allowance, at a rate per MB of data. This is detailed in the latest brochure for the service or at www.westnet.com.au. Customers may also be subject to shaping with the Service.
 - 4.3 At the conclusion of the initial contract term, the Customer has the right to renew for a negotiated period at a monthly price no greater than the original contracted price. The maximum contract term of the Service may not exceed 36 months from initial Australian Broadband Guarantee Service commencement.
- 4.4 The overall price of the Australian Broadband Guarantee Service provided will not be increased for three years from the commencement of the contract for the Australian Broadband Guarantee Service.
5. Installation
- 5.1 Upon determining Service availability to the Customer, Westnet will provide the Customer with an approximate date for installation of the Service ("Installation Date"). Westnet may reschedule the Installation Date at any time for any reason and will liaise with the Customer to confirm suitability of an alternate date if required.
 - 5.2 Westnet will install any telecommunications facilities the Customer may require to receive and utilise the Service at the premises of the Customer. Westnet may charge the Customer for any such installation required.
 - 5.3 Any maintenance or reinstallation Services provided by Westnet to the Customer following installation will be carried out at the expense of the Customer if such maintenance or restoration falls outside the warranty provisions of the Service. Westnet will attempt to resolve any issues with the service within 5 working days.
 - 5.4 Westnet will not be responsible for any loss or damage whatsoever arising from or in connection with the equipment or any software run on a Customer computer to enable a Customer to access the Service. The Customer acknowledges difficulties may arise from the installation of the equipment for use with the service beyond the control of Westnet.
 - 5.5 Installations within Spot Beam locations can take the following timeframes. Please note these are an indication only, and can vary due to various factors:
 - (a) Approximately 28 days for WA and NT
 - (b) Approximately 21 days for Eastern states (SA, NSW, VIC, QLD, VIC, ACT) Time taken for installations in Shaped Beam areas will vary, and timeframes should be discussed with Westnet. These timeframes will vary between installation jobs, based on factors detailed in section 5.6.
 - 5.6 Standard and Non-standard installations. Depending on what plan and speed the customer selects, their premises location and the surrounding physical environment; the customer's installation may be a standard or a non-standard installation. If it is a non-standard installation - there will be additional costs. Westnet will seek additional funding from the Department to meet these costs. This may require a larger dish, which involves a more complex service installation and additional charges. Customers should liaise with Westnet to discuss their installation and if additional costs, are involved. A standard installation typically includes a 84cm diameter satellite dish, assembled on a single storey roof mount.
 - 5.7 Factors influencing time and cost of installation. The type of installation the customer experiences may be impacted by a range of factors. This will impact the time and/or date the installation is performed on, if delays take place and may influence whether or not additional costs are involved. The costs may be met by the Department where the costs are incurred in providing the service to the Customer. Where additional costs are a result of the Customers request, such as for aesthetic or preferential reasons, these costs may be passed on to the Customer. Factors which may have an influence here are:
 - Adverse weather conditions at the time planned for installation,
 - Type of roof at the premises,
 - Architecture of the premises,
 - Issues experienced traveling to the premises;
 - Remote location of the premises and difficulty reaching the premises. In the event a service cannot be installed due to environmental issues (no line of sight for satellite) a service call fee will be applicable if this was foreseeable by the customer.
 - 5.8 Westnet will provide the customer's password to a third party installer to assist with the Satellite set-up. Westnet recommends the customer change the password once the installation is complete.
6. Requirements of Service
- 6.1 The Customer must, at their own cost and expense, arrange to have the following on the Installation Date:
 - (a) A computer that complies with Westnet Service specifications for connection to the Customer Modem ("Customer Computer"); which has a network / LAN card,
 - (b) Safe and legal access to the Customer's premises for the Service installation; and

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- (c) An adult of 18 years or older, who is a member of the household, present during the installation.
- 6.2 The Customer must not connect any equipment to the Service that does not meet Westnet specifications.
- 6.3 Westnet makes no representations, warranties or assurances the equipment or Customer computer will be compatible with the Service.
7. Customers Acknowledgements
- the customer acknowledges the following:
- 7.1 Prior to entering into this agreement they have obtained all consent required for the Service installation by Westnet, including the consent of any owner, landlord or licensor of the premises in which the Service is to be installed; and
- 7.2 The Customer will not use any products or services incompatible with the Service.
- 7.3 The Customer must direct all service, support and other queries to Westnet. Westnet will pass on, at the expense of the Customer, any fees charged by third-party entities contacted or engaged directly by Westnet to respond to such communication from the Customer.
- 7.4 If the Customer is not eligible to receive the ABG subsidy, the Customer must pay for the installation and equipment prior to the install.
- 7.5 Customer acknowledges the service does differ from other Westnet Broadband services and does not include the following benefits often provided with Broadband Service from other providers or Westnet itself:
- Provision of Static IP addresses, subnets, some web mail services and remote backup.
- 7.6 Customer acknowledges where a bundle application is requested, the phone service will be connected prior to the Satellite service. In the event where the Satellite service can not be established or is later cancelled by the Customer, the Phone service will remain active.
- 7.7 Westnet Satellite Broadband is not to be resold by any other organisation in order to provide a service which could be deemed by Westnet to be a replacement or competitor service for the Westnet Satellite Broadband service.
8. Changes, Transfers and Cancellations
- 8.1 The Customer may not assign, transfer or otherwise dispose of the Service to another third party without the prior written consent of Westnet.
- 8.2 Westnet will not assign the whole or part of the Customer's contract to another party without the prior written consent of the Customer.
- 8.3 The Customer may not resell the Service or otherwise use the Service in competition with Westnet.
- 8.4 The Customer may cancel the Service with twenty-eight (28) days written notice to Westnet. The Customer will be liable to Westnet for any charges incurred during the notice period and for any other charges previously incurred and unpaid.
- (a) Customer changes their premise within the first twelve (12) months. In such an event, the Customer will be liable to pay Westnet de-installation, new installation and hardware charges.
- 8.5 Changes to the service.
- (a) Plan changes which do not require a change of equipment, may only attract a once-off fee of \$19.95 if a speed change has been made. Customers are entitled to migrate between approved ABG Service Plans and are always able to return to their original plan.
- (b) Plan changes which do require a change of equipment will involve additional costs of the new equipment, call out fees and service charges - these costs will be met by the Customer. If a speed change has been made a fee of \$19.95 will apply.
- (c) Change of address, and 'taking the service with you'. If a Customer of the service changes their address, and wishes to 'take the service with them' to the new address, costs are involved and these are to be met by the Customer. The costs involved include but are not limited to a de-installation charge from the original address, and installation charge at the new address, and various other service fees and call out charges. In the event of this occurring, please liaise with Westnet to clarify these charges, as they will vary depending on your location and circumstances.
- 8.6 Westnet may terminate the Service with 30 days notice to the Customer. In such an event Westnet will refund to the Customer any fees already paid by the Customer for the provision of the Service following the end of that 30-day period.
- 8.7 In circumstances where Westnet ceases to offer broadband services, including Australian Broadband Guarantee Services, the Customer is entitled to terminate the contract without penalty and apply for a new Australian Broadband Guarantee Service.
9. Equipment and Responsibility.
- 9.1 Liabilities for Loss and Damages
- (a) Westnet shall not be liable for any direct, indirect, incidental or consequential damages or loss of profits or revenues whether foreseeable or not occasioned by any defect, or by reason of an outage or failure in the availability of the Satellite service, or the provision or any delay in the provision of service, or any other causes whatsoever; and
- (b) Westnet's sole and exclusive remedies shall be as set out in this Agreement. If any term (including a warranty) is implied into this Agreement by law, and it would be illegal or unenforceable for Westnet to exclude it, then so far as the law allows, Westnet's liability for breach of that term is limited to:
- (a) if the term relates to the supply and installation of the Satellite Broadband service, re-supplying the Satellite Broadband service or (at Westnet's option) paying for it to be re-supplied; and
- (b) if the term relates to goods, re-supplying them, or (at Westnet's option) paying for having them re-supplied.
- 9.2 A 12 month warranty applies for the equipment from the date it was installed. The warranty covers the equipment provided ie. The dish and items physically attached to the dish. The warranty commences on the day the customer's service is successfully installed. In addition to the provided 12 month warranty, Westnet offers the option of purchasing a warranty extension through our Sales department. The warranty covers system failure due to defective products supplied. The warranty does not cover:
- (a) damage caused by storms or lightning,
- (b) tampering;
- (c) any Customer supplied peripheral equipment.
- Any charges incurred from factors not covered by warranty are the responsibility of the customer.
- The equipment, including User Terminal (and satellite dish) and router, become the property and responsibility of the Customer upon installation and activation of the service. Except where failure of the CPE could have reasonably been prevented by the Customer, the warranty provided by Westnet will cover restoration of the service including CPE repair and any associated call out fees and/or travel costs.
- 9.3 Customers are advised to seek insurance independently of Westnet, should they require their equipment to be insured against damage, vandalism, theft, adverse weather conditions or other factors.
- 9.4 BYO equipment (where customers wish to 'bring their own' equipment) the Westnet Satellite Broadband service does not support 'BYO' equipment. Technical limitations with the service determine no User Terminal (including dish), router or other equipment can be provided by the customer and used as part of the installation, in order to expedite the install or reduce the cost of the service in any way.
10. General
- 10.1 Prior to entering into this Agreement, the Customer represents and warrants to Westnet the Customer has read, understood and agrees to be bound in full by the terms of this Agreement and the Westnet General Terms and Conditions.
- 10.2 All notices to be delivered under this Agreement must be in writing and sent by post, email, facsimile or hand delivery.
- 10.3 A current copy of this Agreement may be obtained on the Westnet website.
- 10.4 This Agreement is to be governed and construed according to the laws in force in Western Australia.
- 10.5 Force Majeure. Westnet will not be liable for failures and delays in performance of its obligations under this Agreement due to any cause or circumstances beyond its control including but not limited to asteroids or other space calamity, acts of God, fire or flood, or acts of war, quarantine restrictions, strikes, national emergencies, insurrections, and prohibition of any court, governmental or regulatory body of competent jurisdiction.