

Legal Information:

Compensation Policy



About This Document

This document is our Compensation Policy ("Policy"). It is prepared for the purposes of the *Telecommunications (Customer Service Guarantee) Standard 2011* (the "CSG Standard") and Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("Australian Consumer Law" or "ACL"). In this Policy, "we", "our" and "us" are all references to Bosley Holdings Pty Ltd trading as Swoop Broadband, ABN 71 613 948 575. Our offices are located at 1A, 155 Queen St, Warragul VIC 3820.

This Policy is accessible on our website and is made available without charge to individuals and businesses that are our current or former account holders or potential customers (together, "Customer", "you" and "your"). Following a Customer's request, we will provide this Policy to the Customer as soon as practicable.

If you are experiencing faults, issues, errors or problems with any of our products and/or services ("Fault"), please read our [Complaints Handling Policy](#) and talk to our friendly Complaint Handling Representatives who will be happy to assist you. We will process all Faults lodged in accordance with the timeframes set out in our Complaints Handling Policy.

CSG Standard

The CSG Standard sets out the minimum requirements that apply to connection, repair of faults, appointments scheduling with customers and the keeping of those appointments. It also requires among other things, the payment of financial compensation in certain circumstances. However, it does not apply to our services as we do not supply services to Customers that have not waived their rights under the CSG Standard (click here to view our [CSG Waiver Form](#)).

Australian Consumer Law

When you purchase a product from us, you may have legal rights known as Consumer Guarantees if you are a consumer under ACL. Under the ACL, goods supplied to consumers must be of acceptable quality and fit for purpose. For further information about the Consumer Guarantees, please see <https://www.accc.gov.au/consumers/consumer-rights-guarantees/consumer-guarantees>. If we breach a Consumer Guarantee, you may be entitled to various rights under the ACL, depending on whether the Fault is a minor or major failure. These rights include:

- the right to ask for a repair;
- the right to ask for a replacement;
- the right to ask for a refund for a product that is supplied to you when that product fails to meet a consumer guarantee;
- the right to cancel the product; and/or
- right to seek compensation for damage and loss

The ACL Consumer Guarantees apply to telecommunications products supplied by us. However, they do not apply to telecommunications services.

If you lodge a Fault with us through our Complaints Handling process, please let us know the proposed remedy that you would like, if you are rejecting the goods (and providing reasons for the rejection) and provide us with evidence of the Fault. Following receipt of the Fault, we will notify you of whether the Fault is a major or minor failure under the ACL. The classification of the Fault will impact on the proposed remedies available to you.

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If following the complaint resolution process, you feel that we were unable to adequately resolve your complaint regarding the Fault, you can seek formal dispute resolution through the Telecommunications Industry Ombudsman (TIO) at <https://www.tio.com.au/making-a-complaint> or refer the matter to the Australian Competition & Consumer Commission (ACCC) at <https://www.accc.gov.au/consumers/consumer-rights-guarantees/compensation-for-damages-loss>. The TIO deals with compensation claims for:

- financial loss caused by a breach of an obligation that a provider owes a consumer;
- embarrassment or humiliation caused by a privacy breach;
- lost business profit due to connection delays or network faults;
- costs of having to pay for alternative services when a provider does not supply agreed services;
- the costs of repairing a provider's damage to property; and
- the costs of protecting someone's safety after a provider discloses a consumer's personal information, for example an unlisted number or address.

We will pay compensation with respect to the above matters where required by any decision of the TIO or ACCC. We may also offer to pay compensation or provide other remedies independently of any such decision. However, unless we are compelled to do so by applicable law, we generally do not pay compensation in the following circumstances:

- outages shorter than 24 hours;
- outages that were not reported to us;
- delayed reporting – any applicable compensation will not be backdated to prior to when we were first notified of the issue;
- necessary network works and maintenance undertaken by us or our wholesale partners;
- third party expenses incurred, such as mobile broadband data, or the cost of unused subscriptions such as Netflix;
- downtime caused by customer's BYO router incompatibility, fault or unsuitability for use with our service; and/or
- downtime caused by router failure

Faults Found In Goods

If you reject goods, we may request that you return the rejected goods and/or enable us to collect the goods (if we request to do so). You must return the goods unless the costs of returning, removing or transporting the goods are too significant because of the nature of the failure to comply with the guarantee to which the rejection relates or the size or height, or method of attachment, of the goods.

For minor Faults, you may require that we remedy the Fault by replacing or repairing the good within a reasonable time. We may provide a refund, replace the goods, supply equivalent goods, repair the goods, pay you for the cost of replacing the goods or for acquiring equivalent goods or pay for the cost of having the goods repaired. If we are unable to remedy the Fault within a reasonable time and if so, you will be entitled to a refund for the goods and to cancel the contract for the goods and obtain a refund of any unused portion of the contract paid in advance. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods. In some instances, you can ask us to compensate you for your reasonable costs in making a warranty claim.

A major Fault includes a Fault that would make the product unsafe, substantially unfit for purpose (either the purpose for which the goods are commonly used or a specified purpose which was disclosed to you prior to purchase), or would normally stop someone from buying the particular product if they had known about the nature and extent of the fault. If your product has a major fault,

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you can choose whether to have it repaired or replaced, or to receive a refund. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If applicable, you should back up your data as the repair process may result in the loss of any data stored on your device. If the goods are linked to a service contract, you can cancel the linked service contract within a reasonable time when you return goods for which you are entitled to a refund. If you cancel a linked service contract, you may be entitled to a refund for that service contract, to the extent that the service was not consumed by you.

All remedies for major and minor failures with respect to goods that we supply will be provided to the extent that such failures are directly caused by us. We will not provide any remedies to you and you may not reject the goods if: (a) the rejection period for the goods has ended; (b) the goods have been destroyed, lost or disposed of by you; (c) the good is damaged after being delivered to consumer for unrelated supply or the goods cannot be removed without damage; (d) you changed your mind, did not like the purchase or had no use for it; (e) you misused the goods in contravention of the applicable acceptable use policies or user documentation; or (f) you asked for a product to be provided contrary to our directions. The rejection period for the goods will be determined by us having regard to the period of time that you would reasonably expect the goods to comply with a guarantee, having regard to the type of goods, the use which you would likely put them to, the length of time which you would reasonably use the goods for and the amount of use to which it is reasonable for them to be put before a failure becomes apparent.

This Policy is only a summary of the rights and remedies available to you under applicable law. If you have any questions regarding this Policy, please contact our team at:

support@swoopbroadband.com.au