

Legal Information:

Consumer Advocate Policy



About This Document

This document is our Advocate Policy ("**Policy**"). It is prepared for the purposes of the Telecommunications Consumer Protections Code (C624:2019) (the "**TCP Code**") and in consideration of the *Industry Guidance Note (IGN017) Authorised Representatives and Advocates*. In this Policy, "**we**", "**our**" and "**us**" are all references to Bosley Holdings Pty Ltd trading as Swoop Broadband, ABN 71 613 948 575, with its offices 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, "**Customers**", "**you**" and "**your**"). Following your request or enquiry, we will provide this Policy to you as soon as practicable.

Who Can You Appoint To Be An Advocate?

The TCP Code defines a Consumer Advocate as "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". For the purposes of this Policy, we use the terms Consumer Advocate and Advocate interchangeably.

An Advocate may include caseworkers supporting you through domestic and family violence, language interpreters, carers, family members or professionals such as a financial hardship counselors or Legal Aid representatives or other representatives that can assist you in discussing your bill or contract with us. An Advocate is a person who is authorised to make enquiries on the account holder's behalf, but cannot authorise changes without the account holder being present. This differs from an Authorised Representative, who can make changes to the account without the Account Holder present.

Appointment Of Advocates

You are entitled to appoint an Advocate to act on your behalf when dealing with matters relating to your account at any time. You can **appoint, revoke and extend appointments** of an Advocate and/or **revoke** or **enable** your Advocate's Access Rights by phone to our customer support line on 1300 66 55 75 (during our operating hours: 8am-9pm Mon-Fri, 9am-6pm Sat, 12pm-6pm Sun) or via our Customer Portal at <http://simple.swoopbroadband.com.au> any time. You can also make an enquiry or reverse an action made by an Advocate using the above avenues.

We will need to verify your identity when you are appointing a new Advocate to your account. When you request to appoint an Advocate, upon our request, you must provide a letter of authorization by you or a form that evidences the authority and identity of the Advocate. Such forms can include:

- a certified copy of the Power of Attorney;
- a Guardianship Order
- forms from Legal Aid and Financial Counsellors; or
- other reasonable forms of authorisation as long as such forms contain relevant information that we reasonably require,

(together, the "**Documentation**").

The Documentation must set out the name, address, email address, mobile number, registration or licence number (if the Advocate is a professional) and other relevant contact details of the Advocate and the duration of the appointment. We may notify you at any time during this process that we require a statutory declaration for the establishment of your and your Advocate's identity, as well as to record your intent to appoint the Advocate. Statutory declarations must be witnessed by an eligible witness for the purposes of

Legal Information:

Consumer Advocate Policy



Access Rights

the Statutory Declarations Regulations 2018 (Cth).

If we notify you that we have approved the appointment of an Advocate, we will tell you and the Advocate the level of access the Advocate is permitted to have on the account and the options you have for setting the level of access.. You can select, change or revoke your Advocate's Access Rights at any time. The relevant "**Access Rights**" are:

- **Request records:** An Advocate can request to view or obtain a copy of your account records – such as your service contract, Critical Information Summary, bills, or other documentation and have such documentation sent to an address, email address, or other contact information previously established with you.
- **Deal with:** An Advocate can discuss specific issues with us on your behalf, but cannot make any decisions or changes to your account. For example, an Advocate can negotiate a Financial Hardship arrangement with us, but we will subsequently contact you to get your agreement to enter into that arrangement.
- **Pay accounts:** An Advocate can pay bills issued to your account.
- **Tech support:** An Advocate can notify, enquire about and work with us on troubleshooting for devices or services on your account.
- **Nothing:** An Advocate cannot discuss any issues or take any actions, including payment, without the Customer being present.

When your appointment of an Advocate has been accepted by us, we will notify you and the Advocate of their Access Rights. An Advocate CANNOT make any changes to your account without you being present. If you wish to specify other Access Rights that your Advocate has, you can make this request verbally through the support line mentioned above, or set some permissions via our Customer Portal. If you wish for your Advocate to be able to make changes without you being present, you will need to add the Advocate as an Authorised Representative. Please click here to see our [Authorised Representative Policy](#) for more information.

During your appointment of an Advocate, we will also require you to nominate a primary contact and an exclusive point of contact and the types of communications that will go to the primary contact and which to an exclusive point of contact. Types of communications include: bills, automatic usage notification, account alerts, sales calls and other communications.

Obligations Of Advocates

You must ensure that Advocates that you appoint:

- comply with applicable law and abide by the Terms of Service, Acceptable Use Policy and all other policies that apply to the applicable services selected by you;
- abide by our reasonable directions, including to produce any documentation or identification that we may require from time to time; and
- interact with our team members in a civil manner, and not engage in abusive, profane, explicit, threatening or violent behaviour.

Failure to comply with the above obligations may result in an Advocate's access being restricted, suspended or revoked by us.