Avington Point Cook Telecommunications Service Schedule

This Service Schedule forms part of the agreement between Fibre Up Pty Ltd (**Fibre Up**, **we**, **us**, **our**) and the customer (**you**, **your**) for telecommunications services supplied at Avington Point Cook.

It should be read together with the Fibre Up Standard Form of Agreement, your applicable Critical Information Summary and any other applicable Service Schedule.

1. SCOPE

1.1

This Service Schedule applies to telecommunications services supplied by Fibre Up at Avington Point Cook, including:

a. Internet services;
b. Voice over Internet Protocol telephone services (**Voice Services**); and
c. associated equipment and network services.

1.2

Certain packages may also include Foxtel services. Those services are subject to the applicable third-party arrangements.

1.3

Electricity services supplied at Avington Point Cook are not provided by Fibre Up and are outside the scope of this Service Schedule.

2. TRANSITION FROM ENSA

2.1

With effect from 1 October 2026, Fibre Up will assume responsibility for the Avington telecommunications services previously provided to affected customers by ENSA.

2.2

For customers transferring from ENSA:

a. your existing service package and monthly price will be maintained at the point of transfer;
b. your existing internet speed tier will be maintained;
c. if you have an existing Voice Service, Fibre Up expects your existing telephone number to remain unchanged;
d. existing compatible equipment will continue to be used where practicable;
e. your service will be provided on a month-to-month basis; and
f. no Early Termination Fee applies to the migrated service.

2.3

Fibre Up and its upstream providers may undertake administrative or network changes necessary to transfer responsibility for the services.

3. UPSTREAM SERVICE PROVIDERS

3.1

Fibre Up may use telecommunications networks, infrastructure and services supplied by third parties to deliver the Services.

3.2

At the commencement of this Service Schedule, Vocus is the principal upstream provider supporting Avington internet and Voice Services.

3.3

Fibre Up remains your retail service provider. You should contact Fibre Up rather than an upstream provider for billing, support, faults or complaints unless Fibre Up specifically instructs otherwise.

3.4

A fault, maintenance event or outage affecting an upstream provider may affect your Service.

4. INTERNET SERVICE

4.1

The Avington Internet Service provides residential broadband access using the telecommunications infrastructure serving Avington Point Cook.

4.2

Available service speed tiers include:

- up to 15 Mbps download / 15 Mbps upload;
- up to 25 Mbps download / 25 Mbps upload; and
- up to 50 Mbps download / 25 Mbps upload.

The speed tier applicable to you is specified in your plan or Critical Information Summary.

4.3

The stated speeds are maximum service speeds and are not guaranteed.

Actual performance may be affected by:

a. network utilisation;
b. maintenance and faults;
c. upstream network performance;
d. your router and connected devices;
e. Wi-Fi coverage and interference;
f. in-home wiring; and
g. other factors outside Fibre Up's reasonable control.

4.4

Avington residential Internet plans include unlimited data unless your plan expressly states otherwise.

4.5

Your use of the Internet Service is subject to Fibre Up's Acceptable Use Policy.

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5. VOICE SERVICES

5.1 Service Description

Where included in your plan, Fibre Up supplies a Voice over Internet Protocol telephone service.

The Voice Service uses powered telecommunications and internet/network equipment and is not equivalent to a traditional independently powered copper telephone service.

5.2 Existing Numbers

Where an existing Avington Voice Service transfers from ENSA to Fibre Up:

a. Fibre Up expects the existing telephone number to remain associated with the Service; and
b. no customer number-porting activity is expected to be required as part of the initial change of ownership.

If an upstream provider advises that a number port or other customer authorisation is required, Fibre Up will contact you before taking the relevant action.

5.3 Telephone Services

Where your plan includes telephone services, included calls currently comprise the following call types:

a. local calls;
b. national landline calls;
c. calls to Australian mobile numbers;
d. calls to 13 and 1300 numbers; and
e. calls to free call 1800 numbers

Call inclusions and charges applicable to your Voice Service are set out in your Critical Information Summary or plan details.

Where a plan includes bundled or unlimited calls, the applicable call types and any exclusions will be disclosed in the relevant Critical Information Summary.

Any call types not included in your plan may incur additional charges disclosed by Fibre Up.

5.4 Emergency Calls

The Voice Service supports calls to Triple Zero (000) while the Service is operating.

Calls to Triple Zero are free.

You must provide Fibre Up with accurate and current service-address information.

5.5 Power Failure

The Voice Service depends on mains-powered telecommunications equipment.

If power is unavailable to equipment required to provide the Service, your Voice Service will not operate.

This means you may be unable to make or receive telephone calls, including calls to Triple Zero (000), during a power outage.

You should maintain an alternative way of making emergency calls, such as a charged mobile telephone.

This limitation applies regardless of whether the outage affects Fibre Up equipment, customer equipment

or other powered telecommunications infrastructure.

5.6 Upstream Voice Platforms

Fibre Up may utilise hosted voice platforms, SIP services, network infrastructure and related systems supplied by upstream telecommunications providers to deliver Voice Services.

Changes to upstream platforms, maintenance activities or faults may affect the availability of Voice Services.

5.7 Customer Service Guarantee

To the extent that the Telecommunications Customer Service Guarantee Standard applies to your Voice Service, Fibre Up will comply with the applicable requirements.

Customers are not required to waive applicable Customer Service Guarantee rights, however Fibre Up reserves the right to not supply services without a waiver.

5.8 Priority Assistance and CSG Waiver

a. Priority Assistance is not available with the Fibre Up Voice Service.
b. Fibre Up may require customers receiving Voice Services to execute a Customer Service Guarantee Waiver as a condition of supply where permitted by law.
c. A copy of the applicable Customer Service Guarantee Waiver is available from Fibre Up and forms part of the customer documentation for the Voice Service.

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6. FOXTEL SERVICES

6.1

Certain Avington plans include Foxtel Standard or Foxtel Platinum.

6.2

Foxtel content and related services are supplied using arrangements with Foxtel and may depend on third-party equipment, systems, content rights and terms.

6.3

Channel line-ups, programming, features and content may be changed by Foxtel from time to time in accordance with the applicable Foxtel arrangements.

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7. EXISTING EQUIPMENT

7.1

Where practicable, migrated customers will continue using the equipment already associated with their Avington Service.

7.2

No new installation is required solely because retail responsibility for the Service transfers from ENSA to Fibre Up.

7.3

You must not interfere with, modify, relocate or damage network equipment that Fibre Up or an upstream provider owns or controls.

7.4

If additional equipment, replacement equipment, non-standard work or an on-site visit is required because of customer equipment, requested changes or damage, Fibre Up will tell you of any applicable charge before carrying out chargeable work.

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8. CONTRACT TERM

8.1

Services transferred from ENSA under this Service Schedule are supplied on a **month-to-month basis**.

8.2

There is no minimum contract period for those migrated Services.

8.3

No Early Termination Fee applies.

8.4

You may cancel your Service by contacting Fibre Up. Fibre Up will advise the effective cancellation date and any final charges applicable up to that date.

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9. PLAN CHANGES

9.1

You may ask Fibre Up to change your plan, subject to:

a. the plan being available;
b. technical feasibility; and
c. any terms applicable to the new plan.

9.2

Some legacy Avington plans are maintained only for customers transferred from ENSA and are not available to new customers.

9.3

If you leave a legacy plan, Fibre Up may not be able to reinstate it later.

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10. PRICING

10.1

The monthly charge applicable to your Service is set out in your Critical Information Summary or other written plan confirmation.

10.2

All residential prices quoted to Avington customers include GST unless expressly stated otherwise.

10.3

Existing migrated customers will retain their existing monthly package price at the date of transfer.

10.4

Fibre Up may vary pricing in the future in accordance with the Standard Form of Agreement and applicable law. Required notice will be provided before a change takes effect.

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11. BILLING

11.1

Avington Services are billed monthly.

11.2

Fibre Up issue invoices on the 1st of the month for Services supplied during that month.

11.3

Payment is due 14 days from the date of the invoice.

11.4

Customers transferred on 1 October 2026 receive their first Fibre Up invoice on 1 October 2026.

11.5

The invoice will identify the Service or package being supplied and the amount payable.

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12. PAYMENT ASSISTANCE

12.1

Customers who are experiencing or expect to experience difficulty paying their telecommunications bills should contact Fibre Up as soon as possible.

12.2

Fibre Up provides assistance in accordance with its Payment Assistance Policy and applicable telecommunications requirements.

12.3

Fibre Up will consider appropriate assistance based on the customer's circumstances and will seek, wherever reasonably possible, to help eligible customers remain connected.

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13. FAULTS AND SERVICE AVAILABILITY

13.1

Fibre Up will use reasonable efforts to maintain the availability of the Services.

13.2

Fibre Up does not guarantee uninterrupted or fault-free service.

13.3

Service interruptions may result from:

a. planned maintenance;
b. faults or equipment failure;

c. power outages;
d. upstream-provider faults;
e. emergencies or network-security events;
f. events outside Fibre Up's reasonable control; or
g. customer equipment or actions.

13.4

Where applicable, Fibre Up will comply with telecommunications requirements governing customer communications during significant or major outages.

13.5

Customers should report faults to Fibre Up on:

Phone: 1300 001 294
Email: info@fibreup.com.au

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14. SUSPENSION

Fibre Up may restrict, suspend or cancel a Service only in accordance with the Standard Form of Agreement and applicable telecommunications requirements, including requirements relating to payment assistance, notice and credit-management action.

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15. COMPLAINTS

If you are dissatisfied with the Service or our handling of an issue, you may make a complaint to Fibre Up.

Complaints will be handled in accordance with Fibre Up's Complaints Handling Policy.

If you are not satisfied with our response, you may contact the Telecommunications Industry Ombudsman.

TIO: 1800 062 058 | www.tio.com.au

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16. PRIVACY

Fibre Up collects, uses, stores and discloses personal information in accordance with its Privacy Policy and applicable privacy law.

Where necessary to provide your Service, Fibre Up may provide relevant information to upstream telecommunications providers and other service providers acting on Fibre Up's behalf.

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17. OTHER TERMS

This Service Schedule should be read together with:

- the Fibre Up Standard Form of Agreement;
- your applicable Avington Critical Information Summary;
- Fibre Up Acceptable Use Policy;
- Fibre Up Privacy Policy;
- Fibre Up Payment Assistance Policy; and

- Fibre Up Complaints Handling Policy
- Customer Service Guarantee Waiver

If there is an inconsistency between documents, the order of precedence stated in the Fibre Up Standard Form of Agreement applies.

Nothing in this Service Schedule excludes or limits rights that cannot lawfully be excluded.

-- End of Service Schedule --