

1. Purpose

We aim to provide reliable telecommunications services and helpful customer support. We also recognise that customers have the right to make a complaint if they are dissatisfied with our products, services, staff, processes, complaint handling, outage handling or any related matter where a response or resolution is expected.

This policy explains how Fibrenet Broadband Pty Ltd (ABN: 82 686 728 772) receives, acknowledges, investigates, resolves, escalates and records complaints. It is designed to support fair, prompt and accessible complaint handling and to meet our obligations under the Telecommunications (Consumer Complaints Handling) Industry Standard 2018, including the requirements that apply to network outage complaints.

Our complaints handling process is free of charge for consumers to use. We will not cancel a telecommunications service only because a complaint has not been resolved directly with us, or because a customer has pursued external dispute resolution.

2. Who this policy applies to

This policy applies to telecommunications goods and services supplied by Fibrenet Broadband Pty Ltd to consumers. In this policy, a consumer means:

an individual who acquires, or may acquire, a telecommunications product for personal or domestic use and not for resale; or

a business or non-profit organisation that acquires, or may acquire, telecommunications products that are not for resale, where the customer did not have a genuine and reasonable opportunity to negotiate the contract terms and the annual spend with us is no more than \$40,000.

A reference to a consumer includes their authorised representative or advocate, where one has been appointed.

3. Definitions

In this policy:

Business day means any day that is not a Saturday, Sunday or public holiday in Western Australia.

Complaint means an expression of dissatisfaction made to us in relation to our telecommunications products, services, staff, processes, complaint handling, network outage handling or other related matter, where a response or resolution is explicitly or implicitly expected.

General Complaint means any complaint handled under this policy that is not a Network Outage Complaint.

Network Outage Complaint means a service outage report that we determine should be handled as a network outage complaint because there is reason to suspect a network outage is occurring that affects, or is likely to affect, the customer.

Priority Assistance means assistance provided to eligible customers who have a diagnosed life-threatening medical condition and require reliable access to a fixed voice service.

TIO means the Telecommunications Industry Ombudsman.

We, us and our means Fibrenet Broadband Pty Ltd.

4. What is not automatically treated as a complaint

A request for information, a request for technical support or a report of a fault or service difficulty is not automatically treated as a complaint. If it is unclear whether you want to make a complaint, we will ask you to confirm whether you want the matter handled under this policy.

This policy does not apply to a matter that is already the subject of legal proceedings, unless we agree to handle a related customer service issue separately.

5. How to make a complaint

You can make a complaint to us using any of the following contact methods:

- Phone: 1300 380 130
- Email: support@fibrenetbroadband.com.au
- Website: fibrenetbroadband.com.au
- Post: L1, 467 Scarborough Beach Rd, Osborne Park WA 6017

You can also contact us using any other customer support method we make available from time to time.

We will help you formulate, lodge and progress your complaint where you need assistance, including where you have accessibility needs, language support needs, are experiencing financial hardship, or are affected by domestic and family violence.

6. Accessibility and language support

We accept complaints made through accessibility and language support services.

If you are deaf, hard of hearing or have a speech impairment, you can contact us through the National Relay Service.

If you need an interpreter, you can contact us through the Translating and Interpreting Service on 131 450 and ask them to contact us on your behalf.

If you need this policy in another format, please contact us and we will take reasonable steps to assist.

7. Authorised representatives and advocates

You may appoint an authorised representative or advocate to make and progress a complaint on your behalf. We may need to verify your authority before disclosing account information or making account changes.

An authorised representative can act on your behalf in relation to your account, subject to the authority you provide. An advocate may help you communicate with us, but does not have authority to access account information or make account changes unless you are present or have provided appropriate authority.

8. Urgent complaints

We will treat a complaint as urgent where:

- you have applied for, or entered into, a financial hardship arrangement and the subject matter of the complaint can reasonably be presumed to directly contribute to or aggravate your financial hardship;
- your service has been disconnected, or disconnection is imminent, and due process has not been followed;
- the complaint involves a Priority Assistance customer and the service for which they receive Priority Assistance; or

- you are a former, current or prospective customer who identifies as experiencing, or potentially experiencing, domestic and family violence and indicate that there is a threat to your safety or the safety of your children.

For urgent complaints, we will prioritise the urgent aspects of the complaint and aim to agree on a resolution and implement the urgent actions within 2 business days of receiving the complaint. If we cannot do so, we will explain the reason for the delay, provide a new timeframe and inform you about external dispute resolution options where required.

9. How we handle General Complaints

We aim to resolve complaints at the first point of contact wherever possible. If that is not possible, we will follow the process below.

Step 1 – Clarify the complaint: If it is not clear whether you want to make a complaint, we will ask you to confirm whether you want the matter treated as a complaint.

Step 2 – Assist you: We will provide reasonable assistance to help you formulate, lodge and progress your complaint.

Step 3 – Acknowledge the complaint: We will acknowledge complaints made by phone, live chat or in person immediately. Complaints made by email, online form, post or voicemail will be acknowledged within 2 business days of receipt. We will provide a unique reference number and explain how you can monitor progress.

Step 4 – Assess and investigate: We will assess whether the complaint is urgent, identify the issues to be resolved and investigate the complaint to an extent that is proportionate to its seriousness and complexity.

Step 5 – Proposed resolution: For non-urgent complaints, we will communicate a proposed resolution within 15 business days of receiving the complaint. For billing error complaints, we will resolve your complaint no later than the end of the billing period immediately following your current billing period or within 40 calendar days, whichever occurs first.

Step 6 – Delays: If we do not believe we can resolve the complaint within the applicable timeframe, we will tell you the reason for the delay, the new expected timeframe and, if the anticipated delay is longer than 10 business days and is not caused by a notified mass outage, your options for external dispute resolution including the TIO.

Step 7 – Discussion if you do not accept the proposed resolution: If you do not accept our proposed resolution, we will make appropriate personnel available to discuss alternative options.

Step 8 – Implement agreed resolution: Once a resolution is agreed, we will implement the agreed actions within 10 business days unless you agree otherwise, or unless you need to take an agreed action first and have not done so.

Step 9 – Confirm resolution: We will confirm the complaint has been resolved as soon as practicable after completing the agreed actions. If you request written confirmation of the proposed or actual resolution, we will provide it within 5 business days of your request.

10. Network Outage Complaints

If you contact us to report that you cannot establish or maintain a connection with a carriage service, and we determine there is reason to suspect a network outage is occurring that affects or is likely to affect you, we will handle the service outage report as a Network Outage Complaint.

Network Outage Complaints do not include outages whose sole or dominant cause is a natural disaster. If your matter is not handled as a Network Outage Complaint, we may treat it as a General Complaint under this policy.

10.1 Reporting and outage information

You can report a service outage using the contact methods in section 5, unless that method is unavailable due to the outage. We will make real-time and near real-time contact methods available where required, such as phone and live chat or another equivalent channel.

Our outage communications procedures are available at fibrenetbroadband.com.au. We will keep our website contact information accurate and update it as soon as practicable where a new contact method becomes available for outage reports.

10.2 Default resolution for Network Outage Complaints

The default resolution for a Network Outage Complaint is restoring your access to the affected carriage service so that you can establish and maintain the service. We will take all necessary actions within our capacity to implement the default resolution as soon as reasonably practicable.

10.3 How we handle Network Outage Complaints

Step 1 – Assessment: We will assess the service outage report to determine whether there is reason to suspect a network outage and whether you are affected or likely to be affected.

Step 2 – Acknowledgement: Where possible, we will acknowledge on first contact that the service outage report is being handled as a Network Outage Complaint, provide a unique reference number and explain that the complaint will be handled under this policy.

Step 3 – Urgent outage assistance: If the complaint is urgent because you indicate there is a risk to personal safety, a serious health risk or it involves a Priority Assistance service, we will make reasonable efforts to help you stay connected during the outage, including by considering alternative or interim options where available.

Step 4 – Restoration actions: We will complete all necessary actions within our capacity to restore the affected service as soon as reasonably practicable.

Step 5 – Updates: We will provide outage information on request and will also provide customer communications required under applicable outage communications rules for major outages and significant local outages.

Step 6 – Restoration notification: We will notify you as soon as practicable after we consider that the affected service has been restored or fully rectified.

Step 7 – Further assistance: After restoration, we will explain how you can seek further assistance if your service

has not been restored, how to make a complaint seeking a tailored resolution if you are not satisfied with the default resolution and details of any applicable bulk resolution offer.

Step 8 - If restoration was unsuccessful: If you tell us that the default resolution was unsuccessful, we will take further steps to implement the default resolution no later than 2 business days after receiving your response for urgent Network Outage Complaints, and otherwise as soon as reasonably practicable.

10.4 Closing Network Outage Complaints

We will not close an urgent Network Outage Complaint until the service has been restored for the customer.

We will not close a non-urgent Network Outage Complaint less than 3 business days after sending the restoration and further assistance notification, unless the customer has indicated that the default resolution was successful.

If you are not satisfied with the default resolution, you may make a General Complaint under this policy.

11. Internal escalation

If the complaint cannot be resolved by the first team member handling it, it will be escalated to a manager or another appropriately senior team member with authority to review and resolve the complaint.

If you tell us you are dissatisfied with the progress, timeframe or proposed resolution of your complaint, we will explain our internal escalation process and your options for external dispute resolution. Urgent complaints will be prioritised in accordance with section 8.

12. When we may decide not to deal further with a complaint

After careful consideration and appropriate internal escalation, we may decide not to deal, or not to deal further, with a complaint if we reasonably conclude that we can do nothing more to resolve the complaint or assist you, or that your behaviour is frivolous or vexatious.

If we make this decision, we will notify you within 5 business days, provide reasons for the decision and provide information about external dispute resolution options, including the TIO. We may then refuse to deal with further complaints about the same or substantially similar issue, except as part of an external dispute resolution process.

13. Closing General Complaints

We will only close a General Complaint where:

the complaint has been resolved and you have accepted the resolution or we have completed the agreed resolution;

you have consented to the complaint being closed;

you have been advised of our internal escalation process and external dispute resolution options after telling us you are dissatisfied with the progress, timeframe or outcome;

we have decided not to deal, or not to deal further, with the complaint in accordance with section 12; or

we have been unable to contact you after at least 5 separate contact attempts, on separate calendar days, over a period of not more than 10 calendar days, and have written to you with details of those attempts and invited you to contact us.

14. External dispute resolution

If you are not satisfied with how we have handled your complaint, you have the right to take the complaint to the Telecommunications Industry Ombudsman after we have had a reasonable opportunity to resolve it. The TIO is a free and independent external dispute resolution service for phone and internet complaints.

You may also have rights under the Australian Consumer Law or other applicable laws.

15. Legal proceedings

We will not commence legal proceedings against you about the same subject matter as a complaint while your complaint is being handled internally, and for 7 business days after you are advised of the outcome of your complaint, unless immediate legal action is required to prevent serious risk or loss.

16. Complaint records, monitoring and improvement

We will keep records of complaints for at least 2 years. Complaint records may include the complaint reference number, customer details, issue category, urgency, actions taken, communications, resolution, closure date and any escalation details.

We monitor complaints to identify recurring issues, systemic issues, process gaps and training opportunities. Where appropriate, we will take action to improve our services, systems, customer communications and internal procedures.

17. Related policies and information

This Policy should be read together with our other customer-facing policies, including our Customer Terms, Complaints Handling Policy, Financial Hardship or Payment Assistance Policy, Family and Domestic Violence Policy, Privacy Policy and Fair Use Policy, available at fibrenetbroadband.com.au.