

APPENDIX C- EQUIPMENT PAYMENT PLAN

1. TELECHOICE MOBILE EQUIPMENT PAYMENT PLAN (ALSO KNOWN AS *HANDSET REPAYMENT PLAN*) EFFECTIVE FROM 29 OCTOBER 2015

In this appendix, a reference to *equipment* includes, without limitation, a *mobile phone* and other mobile equipment including a *mobile phone* car kit, a voice and data handset and a data only handset and an accessory or modem to facilitate connecting a PC to *our network*.

- (a) You may purchase a *mobile phone* and other mobile accessories from *us* or a participating agent by paying *us* the full purchase price for that equipment.
- (b) If *you* are an approved customer* *we* will allow *you* to pay for the cost of a *mobile phone* *you* purchase from *us* or a participating agent in monthly instalments over a specified period (***equipment term***). This offer is known as the ***handset repayment plan***.

*To be an approved customer *you* will need to meet *our* credit requirements and meet the eligibility requirements of the *pricing plan* *you* wish to connect to.

- (c) The *handset repayment plan* is only available on the condition that *you* connect the *mobile phone* to the *service* on an approved *pricing plan*.
- (d) Different *handset repayment plans* are available depending on the *mobile phone* *you* choose and the approved *pricing plan* *you* connect to.
- (e) Details of the *handset repayment plans* and approved *pricing plans* vary from time to time and are available from *us* and *our* participating agents.
- (f) Depending on *your pricing plan*:
 - (i) *you* may have to pay the full cost of *your equipment* (that is, all *equipment charges* owing on *your mobile phone* and related equipment) under *your handset repayment plan* by paying *us* monthly instalments by the due date in the bills *we* send *you*.
 - (ii) With some postpaid *pricing plans*:
 - (A) so long as *you* pay the *minimum monthly spend* (which includes a handset subsidy) and comply with the terms of *your pricing plan*, *you* won't have any additional payments (except any upfront

repayments which must be paid in addition to the monthly cost of *your pricing plan*) for *your mobile phone* so long as *you* pay the *minimum monthly spend* and comply with the terms of *your pricing plan*.

- (B) so long as *you* stay connected to and comply with the terms of *your pricing plan*, *you* will only have to pay the *equipment charges* owing on *your mobile phone* under *your handset repayment plan* by paying *us* monthly instalments by the due date in the bills *we* send *you*. If *you* change your pricing plan to another eligible handset pricing plan *you* will continue to be charged the monthly handset repayment amount for the term of your original contract. If *you* change *your pricing plan* or upgrade *your mobile phone* or cancel *your service*, from one of the eligible handset pricing plans *you* will have to pay the balance of the full postpaid price of *your mobile phone*.
- (g) *You* must pay any monthly *equipment charges* to *us* by the due date in the bills *we* send *you* for the *equipment term*. The *equipment term* for *your handset repayment plan* will be set out in *your application* or in the promotional material applicable to the *pricing plan* *you* connect to.
- (h) If the *service* is cancelled before the expiry of the *minimum term*, other than under clauses 12.1 (a) (ii) or 12.1(b) of TeleChoice's *General Terms*, *you* will be required to pay *us*:
- (i) *your* usage charges or *minimum monthly spend* (incurred to the date on which *you* notify *us* *you* wish to *cancel the service*); plus
 - (ii) the *cancellation fee* payable under *your Agreement* (if any); plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under this *handset repayment plan* (if any).
- (i) If the *service* is cancelled after the expiry of the *minimum term*, but before the expiry of the *equipment term*, *you* will be required to pay *us* the sum of unpaid *equipment charges* owing on *your mobile phone* under this *handset repayment plan* (if any) plus any outstanding usage charges.
- (j) *You* will own the *mobile phone* from when *you* receive it. Risk in the *mobile phone* passes to *you* when *you* receive it. *You* are responsible for the maintenance and repair of the *mobile phone* (and any accessories *you* purchase from *us*), subject to any manufacturer's warranty, and for any insurance for the *mobile phone* (if *you* wish the *mobile phone* to be insured). *You* may not return the *mobile phone* or other accessories to *us* if *you* cancel the *service*.

- (k) *You must use the mobile phone for your own personal or business purposes and must not resupply the mobile phone to anyone else (other than your personnel) unless agreed by us in writing.*
- (l) *From time to time, we may offer you an option to upgrade your mobile phone. We may require you to pay any remaining handset repayments if you are still within the minimum term of your Agreement.*

**2 EQUIPMENT PAYMENT PLAN
(ALSO KNOWN AS HANDSET REPAYMENT PLAN)
CONTRACTED PRIOR TO 1 SEPTEMBER 2015**

- (a) If you elect to enter into an Equipment Payment Plan in respect of mobile handsets or other equipment to use in conjunction with a service, the terms of that Equipment Payment Plan will be as set out in the agreement/s between you and that financier.

TeleChoice's preferred supplier for customers to enter into an Equipment Payment Plan in respect of mobile handsets or other equipment to use in conjunction with a service is Thorn Australia Pty Ltd. However, customers are free to choose any financier whatsoever if they wish to enter into an Equipment Payment Plan.

For full terms and conditions of the preferred supplier Equipment Payment Plan can be found at www.telechoice.com.au/legal/handset-repayment-option