

## Farmside Voice Customer Terms and Conditions

These Terms and Conditions are in addition to and prevail over the Standard Terms and Conditions which can be viewed at [www.farmside.co.nz](http://www.farmside.co.nz).

### 1. General Terms and Conditions:

- 1.1. Unless otherwise stated, all pricing includes GST.
- 1.2. A minimum 3 month fixed service term applies to all new Farmside Voice service connections.
- 1.3. We may change these Terms at any time by amending or removing existing terms or by adding new ones. Changes may take the form of completely new Terms. We will tell you about any changes to these Terms at least one month before they come into effect by notifying you by website redirect or emailing and/or writing to you and by providing relevant information on our website. If (acting reasonably) you consider that the change has a negative impact on your use of the Service you can exercise your right to cancel the Service without paying disconnection fees.
- 1.4. Billing partners include Farm Source, Farmlands, Ruralco and PGG Wrightson.
- 1.5. The terms and conditions outlined below do not affect any rights you have under the Consumers Guarantees Act 1993 or the Fair Trading Act 1986.

### 2. Specific Terms and Conditions:

- 2.1. The Farmside Voice service can only be used in conjunction with a Farmside Broadband service but is not available with the ADSL or (RBI) Wireless broadband services.
- 2.2. The standard lead-time is 10 working days from when you place the order and is subject to stock availability.
- 2.3. Calling charges are paid for in addition to the monthly rental.
- 2.4. Mobile Talk Pack calls can be made at any time, for any duration up to the allocated number of minutes. The standard Landline to Mobile call rate will apply once the allocated number of minutes is reached. Multiple Mobile Talk Packs can be purchased.
- 2.5. Mobile Talk Packs secure access to a specified number of calling minutes, to a specified jurisdiction e.g mobile calls over and above the Farmside Voice plan allocation from the date purchased until the next calendar 20<sup>th</sup> day. Mobile Talk Packs are billed one month in advance where a customer elects to buy Mobile Talk Packs for future usage periods.
- 2.6. Mobile Talk Pack minutes do not include calls made to overseas mobiles of visitors roaming in New Zealand or non-New Zealand mobiles.
- 2.7. In order for the Farmside Voice service to work you must have an ATA (Analog Telephone Adapter) which must be purchased and preconfigured through Farmside. Please note that the ATA hardware (MAC) address is paired to a specific number (ported or new) and both the network and ATA are preconfigured for the correct operation.
- 2.8. Farmside guarantees that the ATA will operate in accordance with the published specifications - and that we will repair or replace the ATA (or pay for the cost of repairing or replacing the items), within a reasonable time, if the items do not operate as described.

However, Farmside will not have any obligation to repair or replace the ATA where:

- modifications, alterations, attachments or other work has been carried out (unless authorised by Farmside);
- the ATA equipment has been used in combination with equipment, programs, accessories or services not supplied or authorised by Farmside;

- there has been failure to observe Farmside's or the manufacturer's written instructions regarding the use, operating or environmental conditions for the modem and outdoor equipment; and/or
- there has been misuse, abuse, accidental damage or negligent use or operation of the ATA.

**UNLESS** we have those obligations under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 – your rights under those Acts prevail.

- 2.9. There is a minimum 3 month term for the Farmside Voice service – even if you disconnect the service, or do not use the service, within that period you must still pay for it. A minimum of 30 days' notice is required to cancel your Farmside Voice service. You must continue to pay all calling charges up to the date on which the Farmside Voice service is disconnected.
- 2.6. The Farmside Voice service is delivered using VoIP (Voice over Internet Protocol), services such as EFTPOS, monitored alarms, medic alarms, SKY pay-per-view, SKY betting or similar services will not work.
- 2.7. As the Farmside Voice Service can occasionally go down, you should take this into account when choosing this product and what you will want to use it for. We cannot guarantee how quickly we can arrange for resolution of any problems with the provision of our Farmside Voice Service.
- 2.8. The stability and performance of your Farmside Voice Service can be affected by a number of potential faults. A fault can commonly originate from the network, your modem, or your analogue telephone. If the service is not meeting your expectations, call our trained Customer Services team on 0800 32 76 74 or +64 3 687 9727 who will help to identify where the potential fault lies.
- 2.9. We will allocate a phone number for your use, but the number will remain the property of Farmside.
- 2.10. Calls are charged on a one minute minimum charge with the exception of Unlimited Local and National calling. Thereafter, you call will be charged by the second.
- 2.11. Unlimited Local and National calling is subject to Farmside's Fair Usage policy which can be viewed at [www.farmside.co.nz/portals/1/FSC/PDF/Farmside-Fair-Usage-Policy.pdf](http://www.farmside.co.nz/portals/1/FSC/PDF/Farmside-Fair-Usage-Policy.pdf)
- 2.12. The porting of your existing phone number is completely at the discretion of your current service provider and cannot be performed if your existing phone connection or account has already been cancelled.
- 2.13. It is your responsibility to advise Farmside if you wish to cancel your Farmside Voice Service and move your calling to another provider. If you wish to keep your phone number, you will need to arrange the number porting with your new provider.
- 2.14. The Service requires mains power to operate. In the event of a power failure the Farmside Broadband Service and Farmside Voice Service will not be available, even for accessing emergency services.
- 2.15. If you choose a voice mail service, you are responsible for changing the PIN from the pre-set number and setting your own PIN access for the voicemail service and any charges incurred as a result whether or not you reset the PIN access. However, if you notice any unexplained charges on your invoice please contact us as soon as you become aware of them and we will, in good faith, investigate for you. For more information on our charges and any issues, please see the Standard Terms and Conditions which can be viewed at [www.farmside.co.nz](http://www.farmside.co.nz).
- 2.16. There is a limit to the number of and duration of messages that can be left on the voicemail service.

- 2.17. You may temporarily or permanently cancel a smart calling service such as Voicemail or Call Waiting by calling our Customer services team on 0800 32 76 74. If you later want to reconnect the smart calling service a reconnection administration fee may apply.
- 2.18. Under the Farmside Voice Service, you will own the ATA (Analog Telephone Adapter). As a consumer customer under the Consumer Guarantees Act 1993, the ATA comes with guarantees that cannot be excluded under that law. For more information on your rights under the Consumer Guarantees Act 1993 see <http://www.consumeraffairs.govt.nz/for-consumers/law/consumer-guarantees-act>
- 2.19. Where a Farmside Voice Service is purchased and the ATA has been provided at no charge, in the event you cancel the service prior to the 3 month minimum term the ATA must be returned at your cost and in the same condition as when supplied and in the original packaging. We recommend you send the ATA back to Farmside, 8 Butler Street, Timaru, 7910 by tracked courier to reduce the risk of the ATA being lost.

If the ATA is not returned by Farmside within 15 days from the date of last usage, you will be charged the retail purchase price of the ATA.