

Homeline Calling Plan Customer Terms and Conditions

In these terms and conditions, when we refer to “Homeline Calling Plan” the reference includes Farmside Homeline Calling Plan services unless otherwise stated.

These Terms and Conditions are in addition to and prevail (if there is any inconsistency) over the Standard Terms and Conditions which can be viewed at www.farmside.co.nz.

1. General Terms and Conditions:

- 1.1. Unless otherwise stated, all pricing includes GST.
- 1.2. A minimum 12 month fixed service term applies to all new Homeline Calling Plans.
- 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 Homeline Calling Plan 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 Homeline Calling Plan is available as a standalone option without any broadband services.
- 2.2. To be eligible for Capped Calling and Unlimited National Calling you must be connected to the Homeline Calling Plan (either on a standalone basis or as part of a Broadband and Phone service).
- 2.3. Capped Calling applies for calls of up to and including 2 hours. Casual rates will apply for any calls that exceed 2 hours.
- 2.4. Unlimited National Calling applies for calls of up to and including 1 hour. Casual rates will apply for calls that exceed 1 hour.
- 2.5. The Unlimited 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.
- 2.6. Capped Calling to National landlines toll rates does not apply for customers who have the Unlimited National Calling attached to their plan.
- 2.7. Mobile Talk Packs 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 cannot be purchased.
- 2.8. 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 20th day. Mobile Talk Packs are billed one month in advance where a customer elects to buy Mobile Talk Packs for future usage periods.
- 2.9. Mobile Talk Pack minutes do not include calls made to overseas mobiles of visitors roaming in New Zealand or non-New Zealand mobiles.

- 2.10. **Relocating** – Where you are relocating, you must notify Farmside Customer Services to confirm if the Service is available at the new location.

If the Service is not available at your new location, you will need to cancel the Service and if you are still under a fixed term, disconnection fees may apply.

- 2.13. **Cancellation of Fixed Term Agreement** – A minimum of 30 days' notice is required to cancel your fixed term agreement. If you are cancelling the Service prior to the expiry of the minimum term, disconnection fees will apply as outlined on the website for the Homeline calling plan Services.

<http://www.farmside.co.nz/portals/1/fsc/pdf/FarmsideFooterDisconnectionFees.pdf>.

This is a genuine pre-estimate of the loss that we will incur as a result of cancelling your Homeline Calling Plan Service early. However, you will not be required to pay a disconnection fee if you are cancelling your Homeline Calling Plan Service early as a result of:

- any negative change we have made to these Terms; or
- an increase in the charges payable for your Homeline Calling Plan (other than a change that results from a change in the price from a supplier for an input required for your Homeline Calling Plan); or
- a material reduction in the Homeline Calling Plan Service

- 2.14. It is your responsibility to advise Farmside if you wish to cancel your phone 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.

- 2.15. The stability and performance of your Homeline Calling Plan can be affected by a number of potential faults. 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.