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# INSTALLATION, RELOCATION & CANCELLATION POLICY

## Introduction

At Uniti Wireless Limited (**Uniti**), we aim to provide access to strong and consistent broadband internet to every member of the Australian population we can reach. To achieve this, when we provide services to customers, we must have in place, and both we and our customers must comply with a policy around installation and relocation of equipment and around what happens in the event that a contract for Your Services is cancelled.

This Installation, Relocation & Cancellation Policy describes how Uniti will install equipment, what happens around relocation of equipment and what happens in the event of a cancellation of a contract for Your Services.

This Installation, Relocation & Cancellation Policy forms part of Uniti's Customer Service Agreement. Upon acceptance of Your Application for Services, You are bound by Uniti's CSA and this Installation, Relocation & Cancellation Policy which forms part of the CSA.


## 1. Installation, Relocation & Cancellation

### 1.1 Uniti's philosophy on broadband Internet services

- (a) At Uniti we believe that access to strong and consistent broadband Internet is a necessity for business and private residences, and it is also a right. Our goal is to provide broadband Internet to every member of the Australian population we can reach.
- (b) To achieve this goal, we conduct work on people's homes and businesses. When Uniti conduct work on people's homes and businesses we work within strict safety protocols, industry standards and policies. The following terms articulate Uniti's Installation Policy, about how installations will be conducted.
- (c) This Installation, Relocation & Cancellation Policy establishes standards of conduct, and responses to issues that are raised regularly in relation to installations of equipment by Uniti on business and residential premises.
- (d) You must read, acknowledge and agree to comply with this policy, before Uniti is able to proceed with an installation of equipment at Your Premises and to provide Your Service.
- (e) Uniti may, if Uniti determines there is a need to do so, vary the Installation, Relocation and Cancellation Policy at any time. The most recent version of the Installation, Relocation and Cancellation Policy will be displayed on Uniti's website.

## 2. Installation

### 2.1 Installation

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The following issues turn up on installations, and this is how Uniti propose to, and You agree that, Uniti may deal with them:

(a) **Roof materials**

The most efficient roofing material for Uniti to install equipment on is metal sheeting. Tiles, however, are another story, and sometimes tiles can be damaged, and if that happens that damage must be managed. Both You and Uniti have a roll in managing any such damage to tiles and similar roofing materials, to ensure that no damage occurs to Your Premises.

**Tiles become brittle over time**

Tiles are brittle and can become even more so over time, especially terracotta tile. Brittle tiles are very difficult for Uniti's installers to walk on and work with without, on occasion, some tiles being scuffed, damaged or broken.

**Best method – replacement tiles – have some spares**

The best method of repairing any damage to a tile is to simply replace a damaged tile with a replacement tile.

Second-hand tiles can be obtained from salvage yards and second-hand tile retailers. To obtain some spare tiles, the best approach to ensure a good match is for You to take one of the existing tiles, or at least photographs and measurements, to a second-hand tile retailer, and buy a few spares.

You agree that, on the day of the installation of Uniti's Equipment at Your Premises, to provide at least 5 replacement tiles on the day of install.


If You have available sufficient spare tiles, then Uniti's installer will replace any damaged tiles with those spare tiles.

**Second best method – protect cracks or damage with silicone**

In the event that You do not supply any or sufficient replacement tiles, and damage or cracking is caused during the installation to any tiles, then Uniti's installation technicians will do their very best to waterproof a cracked tile with silicone.

While Uniti's installers will do their best to repair any damaged tiles with silicone, repairing tiles with silicone is not an ideal or permanent solution because, over time, silicone may flex with weather, may deteriorate and over time damage may occur due to ingress of water.

Uniti Wireless cannot guarantee that silicone will prevent damage caused by ingress of water over time.

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### **Keep an eye on the equipment – protect cracks or damage with silicone**

Even if tiles have not been damaged by the installation or presence of Uniti equipment, because they are brittle, they can over time, degrade and otherwise react to chemical or temperature changes of different materials (eg ceramic of tiles and metal of screws and masts).

You must, and You agree to, monitor the tiles around any Uniti Equipment and notify Uniti of any damage or cracking to the tiles. Once notified Uniti can make arrangements to inspect, and if Uniti is responsible for the damage, to repair or replace the tiles.

You must, and You agree to, monitor any silicone repairs to the tiles around any Uniti Equipment and notify Uniti of any degradation to the silicone. Once notified Uniti can make arrangements to inspect, and if Uniti is responsible for the damage, to repair or replace the silicone.

You indemnify and release Uniti Wireless Pty Ltd against any damage caused as a consequence of the cracking or damage to any roof tiles and against any damage caused as a consequence of degrading of silicone repairs to roofing tiles.

#### **(b) Asbestos or dangerous materials, surfaces or items**

Any commercial structure or structure with asbestos present will have an asbestos register. You are obliged by legislation to provide Uniti's installers with access to the asbestos register and to bring the asbestos register to the installer's attention.


Uniti Wireless installation technicians are not trained, or qualified, to work with asbestos, so cannot complete installations on any structure that may contain or be affected by asbestos material, dangerous or dangerous surfaces or items.

In the event that any asbestos, dangerous materials, surfaces or items are discovered to be present, Uniti will not be able to proceed without engaging the assistance of a qualified tradesperson.

The qualified tradesperson will be required to do all work involving the material, which includes the drilling of penetrations in roof areas, walls and other parts of the structure, for the mast and Ethernet cable and working in any way with the asbestos or other dangerous material.

You can supply the qualified tradesperson or You may ask Uniti Wireless to provide a quotation from a qualified tradesperson. The cost of the qualified tradesperson will be in addition to the Uniti Wireless standard installation fee.

By agreeing to the Uniti Wireless Pty Ltd Installation Policy You are accepting that Uniti Wireless cannot carry out work with asbestos without the assistance of a tradesperson

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qualified in dealing with asbestos or dangerous materials. You also agree to pay for the assistance of the qualified tradesperson. You can supply the tradesperson Yourself or ask Uniti Wireless to obtain a quotation on Your behalf.

(c) **Location of equipment**

Locating equipment on a customer’s roof is a complex exercise, and involves both installers, who will attend on site and install the equipment, and network and systems engineers back at Uniti HQ who will configure the equipment, guide the alignment and link the installation into the network.

Due to the complexities of the exercise of installation, Uniti cannot guarantee that we can install the equipment in the first location at Your Premises that You select.

If Uniti need to select a different location for the installation of the equipment, then the installation technician will discuss this with You on the day of installation, and will endeavour to locate the equipment at a suitable alternative location.

You agree that the location of the termination point may need to change from Your desired location. You also acknowledge that if You cancel Your installation on the day due to the final location of the termination point, You will be liable to pay to Uniti the full installation fee as described below.

(d) **Safety and insurance**

Uniti is a safe company before we are an Internet company. The safety of Uniti’s staff, of customers, of third parties and the public is Uniti’s top priority, and safety must come first, and must be front of mind for our installers and for our customers.

You will ensure and You will undertake all necessary steps and precautions, so that when Uniti’s installation staff attend on site at Your Premises, whether that be a business or residence, the site is safe and free from hazards, You will secure all animals, dangerous or otherwise (all dogs can bite, cats can cause trips, guinea pigs can tickle and goldfish can be a distraction) and young children, dangerous or otherwise.


You will also ensure that You have adequate and appropriate insurance to cover all risks of people invited onto Your land. If requested by our installers You will provide a copy of a current policy of insurance for inspection prior to work proceeding.

(e) **Uniti’s Installation, Relocation and Cancellation Policy**

In addition to these terms regarding installation, you agree to be bound by Uniti’s Installation, Relocation and Cancellation Policy

### **3. Relocation & Cancellation**

#### **3.1 Relocation**

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- (a) In some circumstances changes can be made to the location at Your Premises where Uniti's equipment is installed.
- (b) Whether those changes are required by a customer for aesthetic reasons or preferences, or whether those changes are required for technical reasons, Uniti will incur costs of: sales staff, staff administering the change, staff conducting field work and materials and engineering technical work to re-configure the equipment and link the site from the new location into the network.
- (c) Where those changes are required for technical reasons Uniti will pay those costs that Uniti has incurred.

### 3.2 Cancellation

- (a) Where services are cancelled, or changes are required, by a customer, and that cancellation or those changes are required for aesthetic reasons or preferences alone and not for technical reasons, Uniti will require the customer to pay those costs that Uniti has incurred.

## 4. Fees on Relocation & Cancellation

### 4.1 Fees for Relocation - For Technical Reasons


- (a) At any time during the life time of Your Service Uniti may require that Uniti's equipment must be relocated for technical reasons, to another place on Your property. In that case Uniti will request that You provide permission for Uniti relocate the equipment, and Uniti will not charge any fee for that relocation work.

### 4.2 Fees for Relocation - Not For Technical Reasons

- (a) At any time during the life time of Your Service You may decide that You want Uniti's equipment relocated to another place on Your property and You may request that Uniti relocate the equipment.
- (b) If the relocation is for reasons of aesthetics or preference alone, and the relocation is not required by Uniti to increase technical efficiency or operational effectiveness, then, and only if Uniti determines that the equipment sited in the new location can deliver adequate signal strength to provide a quality connection, Uniti will relocate the equipment to a different place on Your Property.
- (c) But if Uniti is required to relocate the equipment for reasons of aesthetics or preferences alone, You will be required to pay an additional relocation fee to contribute toward the costs incurred by Uniti in conducting the relocation.
- (d) The relocation work will be charged at \$80/hour or part thereof plus GST.

### 4.3 Fees if You decide to not proceed with installation - Costs Thrown Away

- (a) As part of Your Application for Services You have agreed to comply with Uniti's terms and conditions for installations, including the following:
  - i) You have given permission for Uniti to place a mast and antennae on Your roof and to run cabling to a termination point within Your residence or business.
  - ii) You have been shown a photograph of a mast and antennae – as below – and You have given permission for Uniti to install a similar mast and antennae on the roof of Your Premises.

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- iii) You have given permission for Uniti to place a mast and antennae on Your roof in a location where Uniti's field staff and engineers determine is the place best for a signal to be achieved.
    - iv) You have agreed that the location of the termination point may need to change from Your desired location.
    - v) You have agreed and acknowledged that if You cancel Your installation on the day, due to the visual impact of the chosen position of the mast, or due to the final location of the termination point, then Uniti Wireless Pty Ltd will charge You the full costs incurred in the cancellation of Your installation.
  - (b) In the event that Uniti's installers arrive on site at Your Premises and You then decide that You don't want to go ahead with the installation, whether that is because You withdraw Your permission to have a mast and antennae installed on the roof at Your Premises, or You disagree with the location of the mast or the termination point at Your Premises, or for any other reason, then Uniti will incur costs of: staff administering the sale, staff scheduling the installation, staff conducting field work to attend at Your residence or business, use of consumables, tying up materials allocated for Your installation, and forgoing the opportunity to proceed with a successful installation for a customer who does want our service. If You have agreed to proceed with an installation of Uniti's equipment, and have then changed your mind and decided that You don't want to proceed, then Uniti will charge You the full costs of the cancelled installation. At present those costs are \$520 per residential installation and \$560 per business installation. If You decide to not proceed with an installation, then You acknowledge and agree that Uniti will charge You, and You will be obliged to pay, these costs thrown away. We hope it does not come to that but we just have to be sure about these things, hope You understand.

#### 4.4 Fees for Cancellation of Your Service during Contracted Period

- (a) The actual cost incurred by Uniti to install equipment at each customer site is \$1197, and the actual cost incurred by Uniti to administer a contract cancellation and removal of equipment is \$110. In the event that You cancel Your Services prior to the end of the term of the contract or Your Services, or in the event that You breach the contract for Your Services, Uniti will be entitled to recover those costs in a Cancellation Fee. In the event of cancellation Uniti must recover a substantial part of those costs actually incurred by Uniti in the event of a cancellation. Cancellation Fees decrease over time during the period remaining on the contract for Your Services.



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- (b) Prior to 8 July 2018 Uniti provided a discount on Cancellation Fees. Uniti is no longer able to provide those discounts.
- (c) If You cancel Your Service before the end of the term of the contract for Your Service then You will incur the following Cancellation Fee:

(i) If the cancellation takes place on or after 8 July 2018:

Monthly Plan	12 month		24 month		36 month	
	Months remaining	Fee	Months remaining	Fee	Months remaining	Fee
No Cancellation Fee	7-12	\$1,000	19-24	\$1,000	31-36	\$1,200
	1-6	\$500	13-18	\$750	25-30	\$1,100
			7-12	\$500	19-24	\$750
			1-6	\$250	13-18	\$500
					7-12	\$200
					1-6	\$100

- (ii) If the cancellation takes place prior to 8 July 2018:
  - (A) With between 19-24 months remaining in the contract for Your Service - \$400;
  - (B) With between 13-18 months remaining in the contract for Your Service - \$300;
  - (C) With between 7-12 months remaining in the contract for Your Service - \$200;
  - (D) With between 1-6 months remaining in the contract for Your Service- \$100.
- (d) Please refer to the Critical Information Summary for Your Service to confirm what cancellation fees will apply in the event of cancellation prior to a full term of a Service.