

## TRIKON COMPLAINTS HANDLING PROCESS

Trikon is dedicated to providing excellent customer service and maintaining a healthy customer relationship at all levels of our company.

We have a Complaints Handling Policy to ensure all complaints are handled with efficiency, fairness and as effectively as possible.

Being a Trikon Customer our Complaint Handling Policy relates to you and is to be read jointly with any agreement and terms you have entered.

The following outlines our policy and procedures for the handling of verbal and written complaints.

Types of Complaints	Priority Level	Expected Resolution (Within Working Days)
<ul style="list-style-type: none"> <li>Urgent (as per s 5 of CCH 2018)</li> </ul>	1	5
<ul style="list-style-type: none"> <li>Fault (non - urgent)</li> <li>Customer Service</li> </ul>	1	15
<ul style="list-style-type: none"> <li>Contracts</li> <li>Billing and Payments</li> <li>Credit Management</li> </ul>	2	15
<ul style="list-style-type: none"> <li>Service Connection/ Disconnection</li> </ul>	3	15

### CLASSIFICATIONS AND DEFINITIONS

A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where you have advised (a/or) reasonably expected a resolution.

When contacting us the following may not be considered a complaint

1. Request for technical support; or
2. Service Issue(s);
3. Billing or Charge Dispute(s)
4. Clarity or Confirmation of a kind specified by us from time to time;
5. Assistance and Customer Support
6. Enquiries relating to services or products on offer

Should it not be clear to us in which form you wish to have your matter addressed, we'll ask you to confirm as to whether wish to make a complaint.

Unless we can ascertain a clear indication as to the nature of your matter, we will assume you are not making a complaint.

## OUR RESPONSIBILITIES

1. To provide an efficient, fair and structured policy for handling concerns.
2. To provide our customers with access to our complaints handling process, ensuring available options for communicating your complaints are plentiful and handled by qualified representatives.
3. To make every reasonable attempt to keep customers informed as to the progress of their complaint and where required the expected timeframe for resolution.
4. Maintain a record of complaints and the quality of the resolutions and ever quarter review our complaints internally so that we can improve our standard of customer service
5. Whilst an investigation into a matter is taking place, we will not demand payment of any specific and genuinely disputed amounts.

## HANDLING YOUR COMPLAINT

Upon receiving your complaint, we will make every attempt to acknowledge the matter via your preferred communication method, within a minimum of 2 full business days.

If your complaint is classed “urgent”, such as where it has been accepted and approved by us as a case of financial hardship under our ‘financial hardship policy’ and where your service is about to be disconnected, we will make every attempt to prioritise your complaint and will attempt to try and resolve it within a minimum of 14 full business days. If we cannot resolve the complaint, we will explain why and the reasons for taking longer.

We will make every attempt to keep you informed of the progress of your complaint, proposed actions and the reasonably expected timeframe for resolution.

Our aim is to resolve complaints in a timely manner, and we will generally resolve a matter within 30 full business days after receiving your complaint.

## COMPLEX COMPLAINTS

Complex complaints may take longer than 30 full business days to resolve. In these cases, we will regularly attempt to provide status updates using your preferred communication method.

1. Any reported progress and reasonably expected timeframes for a resolution are provided as estimations only.
2. This may change due to various factors or unexpected circumstances.
3. Trikon will make every attempt to minimize the circumstances where there are changes to provided time frames.
4. We will ensure we advise you of the outcome of your complaint. Where you have requested us to do so, we will advise you in writing.

## CHARGES AND FEES

We may impose a charge for handling your complaint in special circumstances.

This may include, however, is not limited to circumstances of the complaint where we are required to;

1. Retrieve
2. Records,
3. Usage,
4. Credit reports; or
5. any charges we incur from 3rd parties.

Making a complaint should normally be free. If we think your complaint may require certain charges, we will not impose one without attempting to discuss with you prior. Any Charge for handling your complaint will be invoiced to you according to your standard billing period.

If your complaint is upheld in your favour, and we have charged you for fees in association with the handling, administration and assistance of complaints, we may refund certain amounts of the fees onto your Trikon account within 30 business days.

## TRIKON COMPLAINTS HANDLING PROCESS

### THINGS WE WILL REQUIRE TO ASSESS AND RESOLVE YOUR COMPLAINT.

1. Details of your complaint (Comprehensive)
2. Documentation and materials related to the complaint (any supporting evidence)
3. Expected Resolution or Outcome (fair, reasonable, lawful, and efficient)
4. Contact details (Email, Mobile, Other)
5. Preferred Contact Time (Availabilities)
6. Documented outline of your attempts to resolve prior to raising a complaint.
7. If you wish to authorise any representative to act on your behalf, we will require you to sign an authorisation form and provide some details to add this representative to your account.

### STEP ONE

If you have a concern which falls within the definition a complaint or a complaint where you have direct dealings with Trikon Pty Ltd we advise and urge you to make every attempt to contact our Customer Relations Team.

Our Customer Relations Team will provide you with their name and where an official complaint has been lodged a unique incident reference number (IRN).

Our objective is to resolve the majority of enquiries or complaints during your first contact with us.

1. Your call may be charged at a local rate. If you prefer to put your complaint in writing, we advise you to either use our online enquiries form [www.trikon.com/enquiries](http://www.trikon.com/enquiries) or to email us at [crt@trikon.com.au](mailto:crt@trikon.com.au).
2. Alternatively, you can post your concerns to the address 2A 6-8 Boundary Road Northmead 2152.
3. If you specify a preferred contact method in your correspondence, we shall contact you accordingly, otherwise, the method on your account with Trikon will be used as your preferred contact method.
4. Within our first conversation, we will require details as to verify and access your account including any relevant details to protect the privacy of the Trikon Account Holder.

Additionally, we will clarify and validate the concerns and form an agreement (“agreed resolution”) with you so the complaint will be handled as swiftly as possible.

### STEP TWO

There may be cases where the complaint has not been satisfactorily handled. Although we make every attempt to limit this, we do understand sometimes there may be a requirement for some added oversight.

Where you have not been satisfied with the following;

1. Response Provided
2. Time is taken to Resolve
3. The outcome of the complaint (once the resolution has been implemented)
4. Feedback not actioned (prevent further complaints)
5. You can always request to have your complaint escalated for assistance.

You can either have your complaint forwarded to an alternative representative to assist in resolving or be contacted by a member of our management team to gather some feedback.

Complaints made to Trikon Pty Ltd are overseen by both Qualified Staff and Senior Review Management. This approach has ensured we resolve the majority of complaints a positive and customer-focused design.

Where the complaint has not been resolved within the first two levels of Trikon's customer complaint handling policy, you may request for a review of your complaint.

### STEP 3

Reviews may be requested on the following ground;

1. Complaint is unresolved
2. A complaint has not been addressed
3. Concerns or Clarifications Required in relation to our Business Rules or the Terms and Conditions your Agreement.
4. Complaints or Feedback on How to Improve Our Approach to Your Account
5. Reassessment of Complaint due to information not considered although provided during the complaint.

Customer Relations Management will attend to matters that have not been resolved within the complaints process and assess any relevant policies which may apply to your complaint.

### STEP FOUR

Once all possible avenues are exhausted if your complaint is not reasonably addressed by Trikon Pty Ltd and depending on the nature of your complaint you may refer your complaint to the following outside bodies:

1. External Complaint Handling Departments and Other Avenues
2. The Department of Fair Trading; and/or
3. The Australian Competition and Consumer Commission; and/or
4. The Office of the Federal Privacy Commissioner
5. You may also seek independent legal advice from a solicitor as an alternative avenue for a resolution.
6. Telecommunications Industry Ombudsman (TIO).

### Additional Links and Relevant Information

1. <https://trikon.com.au/cis/>
2. <https://trikon.com.au/terms/>
3. <https://trikon.com.au/privacy/>

## DEFINITIONS

### ACMA

Means the Australian Communications and Media Authority.

### Advocate

Means a person nominated by a Consumer to deal with a Supplier on the Consumer's behalf

### Authorised Representative

Means the person who has authority from a Consumer to deal with a Supplier on behalf of that Consumer as their authorised agent in accordance with clause 3.4.

### Bill

Means an invoice from a Supplier which advises a Customer of the total of each Billed Charge.

### Billing

means anyone, or a combination of, the following activities:

- 1) Calculating and Assembling Charges Incurred by A Customer During A Billing Period;
- 2) Applying Any Debits or Credits Outstanding or Discounts Due to The Charges, And Calculating the Net Amount Payable by The Customer;
- 3) Issuing and Delivering Bills to The Billing Address;
- 4) Handling Billing Enquiries; And
- 5) Receiving and Receipting Payments Made by The Customer.

### Billing Accuracy

Means the validity of Charges and the correctness of the calculation of the Charges.

### Billing Address

Means the Customer's nominated electronic, physical, or postal address to which a Bill is sent.

### Billing Complaint

Means a Complaint made to a Supplier by a Customer about any aspect of the Customer's Bill or the Supplier's Billing.

### Billing Enquiry

Means a request to a Supplier by a Consumer for relevant information about a Bill, or Billing generally.

### Billing Option

Means a Billing related option offered by the Supplier that the Consumer may choose or nominate.

### Billing Period

Means a period of time in relation to which Billed Charges relate.

### Business

Includes a venture or concern in trade or commerce whether or not conducted on a regular, repetitive or continuous basis

### Consumer Means:

- 1) an individual who acquires or may acquire a Telecommunications Product for the primary purpose of personal or domestic use and not for resale; or
- 2) a business or non-profit organisation which acquires or may acquire one or more Telecommunications Products which are not for resale and, at the time it enters into the Customer Contract, it:
  - (i) does not have a genuine and reasonable opportunity to negotiate the terms of the Customer Contract; and
  - (ii) has or will have an annual spend with the Supplier which is or is estimated on reasonable grounds by the Supplier to be, no greater than \$20,000.

A reference to a Consumer includes a reference to the Consumer's Authorised Representative.

### Credit Assessment

Means the process by which a Supplier determines the level of credit to be provided by it (if any) to a Consumer.

### Credit Management

means the process by which a Supplier:

- 1) helps Customers to manage their expenditure on Telecommunications Services;
- 2) manages any credit risk to the Supplier; and
- 3) collects outstanding debts from Customers and former Customers.

### Customer Contract

Means an arrangement or agreement between a Supplier and a Consumer for the supply of a Telecommunications Product to that Consumer. For the avoidance of doubt, unless stated otherwise, the Standard Form Customer Contract is a Customer Contract.

### Data

Means the component of a Carriage Service that provides access to online services such as e-mail, web pages, media (e.g. Audio and video), social networks and app downloads and updates.

### Direct Debit

Means a periodic payment that is automatically deducted by a Supplier from a Customer's nominated financial institution account, implemented by the Supplier at the Customer's request.

### Disconnection

Means the termination by a Supplier of a Customer Contract for a Telecommunications Service.

### Discount

Means a reduction in the Charge which is usually levied by a Supplier.

## Evidential Burden

In relation to a matter means the burden of adducing or pointing to evidence that suggests a reasonable possibility that the matter exists or does not exist.

## Fault or Service Difficulty

In relation to a specified service, means:

- 1) An absence of a dial or ring tone; or
- 2) Inability to make or receive calls; or
- 3) Disruption to communications because of excessive noise levels; or
- 4) Repetition of service cut-offs; or
- 5) Another condition that makes the service wholly or partly unusable; or
- 6) If the service includes an enhanced call handling feature — the feature is not operative

## Evidential Burden

In relation to a matter, means the burden of adducing or pointing to evidence that suggests a reasonable possibility that the matter exists or does not exist.

## Financial Hardship

Refer to Trikon's [Financial Hardship Policy](#)

## Fraud

Means dishonestly accessing or using any Telecommunications Products of a Supplier, or attempting to do so, with the intent of securing unlawful gain or advantage by:

- 1) Deceiving the Supplier, any other Supplier, or any other person; or
- 2) Not paying for the relevant Telecommunications Products.

## Guarantee

Means a guarantee of a Customer's obligations under a Customer Contract.

## Guarantor

Means an individual or company who guarantees a Customer's obligations under a Customer Contract.

## Interim Service

means a service:

- 1) That provides a customer with a service for voice telephony; or if voice telephony is not practical for a customer with a disability a service equivalent to a service for voice telephony; which may or may not include at the provider's discretion a data capability or any enhanced call handling feature; and
- 2) For which that customer is, or may be, charged an amount for the ongoing supply of that service at the location requested by the customer that does not exceed the amount that the customer would have

been charged if the customer were supplied with a CSG service on request; and

- 3) That is supplied to a customer:  
For a period that does not exceed 6 months from the time of the customer's request for the connection of standard telephone service; or
- 4) With the agreement of the customer, for a longer period.

## Itemised

Means the detail(s) provided in relation to a particular Billed Charge.

## Itemised Billing

Means the provision of a Bill that includes details for each Billed Charge.

## Offer

Means a current, standard in-market plan containing pricing that is made by a Supplier for the provision of Telecommunications Products, which is available to any individual Consumer or Consumers as a class and includes, without limitation such offers made in Advertising.

## Personal Information

Has the meaning given to it in the Privacy Act 1998.

## Post-Paid Service

Means a Telecommunications Product that can be used fully or in part prior to being paid for by the Consumer including month to month plans.

## Priority Assistance

Has the meaning given in the Priority Assistance for Life Threatening Medical Conditions Code (C609:2007)

## Priority Assistance Customer

Means a Customer receiving Priority Assistance.

## Privacy

Refers to Trikon's [Privacy Policy](#)

## Residential Customer

Means a Customer that is an individual who acquires a Telecommunications Product for the primary purpose of personal or domestic use and not for resale under the standard terms and pricing for residential, non-business customers set out in the Supplier's Standard Form of Agreement.

## Resolve

When used in connection with a Complaint, means the bringing of that Complaint to a conclusion in accordance with the requirements of the Telecommunications (Consumer Complaints Handling) Industry Standard 2018.

## **Restriction**

Means where access to one or more of a Supplier's available Telecommunications Products or an aspect of those Telecommunications Products is limited

## **Sales Representative**

Means a person employed or contracted, directly or indirectly, by a Supplier (including staff employed by a third-party call centre to sell a Supplier's Telecommunications Products on behalf of that Supplier) to sell, offer to sell, or otherwise promote, Telecommunications Products to Consumers as all or a substantial part of their role.

## **Special Promotion**

Means an offer of limited duration, limited quantity or offered to a limited sub-set of Consumers, (for example, a once-off promotion for members of a local gym or a special discount for the staff of a business customer of a Supplier), such as Discounts off Telecommunications Goods or components of Telecommunications Services.

## **Spend Management Tools**

Means a tool available to a Customer or applied by a Supplier to assist the Customer to take timely action to limit and/or manage their expenditure or usage allowance on a particular Telecommunications Product.

## **Small Business**

- a. a customer who is a small business employer (within the meaning of the Fair Work Act 2009); or
- b. a customer who:
  - (i) carries on a business; and
  - (ii) does not have any employees.

For the purposes of paragraph (a), it is to be assumed that each reference in section 23 of the Fair Work Act 2009 to a national system employer were a reference to an employer (within the ordinary meaning of that expression).

## **Small Business Contract if:**

- 1) The contract is for a supply of goods or services or a sale or grant of an interest in land; and
- 2) At the time the contract is entered into, at least one party to the contract is a business that employs fewer than 20 persons; and  
Either of the following applies:
  - a. the upfront price payable under the contract does not exceed \$300,000;
  - b. the contract has a duration of more than 12 months and the upfront price payable under the contract does not exceed \$1,000,000.

## **Standard Form Customer Contract**

Means the Supplier's current Standard Form of Agreement for contracting with Consumers.

## **Suspension**

Means the prevention of access to a Telecommunications Service, except to Emergency Service Numbers, by the Supplier.

## **Telecommunications Goods**

Means any goods supplied by a Supplier for use in connection with the supply of a Telecommunications Service.

## **Telecommunications Product**

Means Telecommunications Goods and/or a Telecommunications Service.

## **Telecommunications Service:**

Service for carrying communications by means of guided or unguided electromagnetic energy or both.

## **TIO**

Means the Telecommunications Industry Ombudsman appointed under the Telecommunications Industry Ombudsman scheme referred to in the Act.

## **Universal Services Obligations**

Same meaning as in the Telecommunications (Consumer Protection and Service Standards) Act 1999

## **Urgent Complaint Means:**

- 1) where the complaint is made by a consumer who has applied for or has been accepted as being in financial hardship under that carriage service provider's financial hardship policy and where the subject matter of the complaint can reasonably be presumed to directly contribute to or aggravate the financial hardship of that consumer;
- 2) where disconnection of a service is imminent or has occurred and where due process has not been followed; or
- 3) which involves a priority assistance consumer and the service for which they are receiving priority assistance.

## **Working Day**

Means a day that is not a Saturday, Sunday or gazetted public holiday in the location of the relevant Supplier.

## **CODES (Guidance Only)**

Telecommunications Consumer Protections (TCP) Code Acts Interpretation Act 1901  
Telecommunications ACT 1997  
Telecommunications (Consumer Protection and Service Standards) ACT 1999  
Telecommunications (Consumer Complaints Handling) Industry Standard 2018

The information provided is accurate as of 31/01/2019