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| Service Level Agreement | September 8  2010 | |
| This is the draft service level agreement between the client, Lander Toyota and the internet service provider, TPG. | |  |

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# Lander Toyota Service Level Agreement

Name of Provider: TPG

Type of Service: Internet provider

Plan:ADSL2+ Unlimited/1Mbps

Cost: $69.99 per month

Description of Service: TPG will provide Lander Toyota with access to the internet via ADSL.

Included Data Limit: No limit

Cost Once Data Limit Is reached: Nil

Included Email Addresses: 20 email addresses and 30MB web space with each ADSL2+ plan

Included Extras: spam and virus filter

Period of Service: 12 months from sign up

## Contact Method for Service Faults:

1. The Customer agrees to direct all queries regarding faults/outages of their TPG broadband service to TPG's technical support Help Desk (see contact details online at <http://www.tpg.com.au/about/contact.php>). The Customer is liable for any inquires to Third Party service providers or Telstra. TPG will invoice the Customer for costs incurred due to the Customer engaging a third party for assistance with their TPG service.

## Contact Method for Technical Issues:

1. By telephone: 133 933  
   International customers: +61 02 9242 1238.   
   Technical Support Email form

## Hours for customer technical help:

1. 24 hours a day, 7 days a week

## Providers Responsibilities:

1. TPG will provide internet access via ADSL or ADSL2. These services are both high speed, broadband Internet access services which operate on the Customers copper telephone line. This will allow the customer to use their phone and internet simultaneously.
2. The actual speeds of 8000/384k and 24000/1024k plans can vary substantially due to many factors, but not limited to distance from local exchange, quality of phone line, EMI (ElectroMagnetic Interference), the number and type of other services using the line, the capacity of the uplink and customer’s modem/router.
3. Customers on ADSL2+ plans who are more than 3kms from the telephone exchange and/or with poor quality telephone lines may be limited to ADSL2 (G992.3) or ADSL1 (G992.1) modulation for stability purposes and due to technical limitation of Telstra infrastructure.

## Clients Responsibilities:

1. The Customer must ensure they have compatible, working equipment installed to access and use their TPG ADSL/ADSL2+ service including, but not limited to: Modem/router, filters, wireless cards and cabling. The Customer will not be reimbursed for access or performance problems caused by equipment which is not supplied by TPG or if the warranty is expired.
2. The Customer is responsible for all usage charges in respect of the use of their broadband service, whether or not such usage was authorised, including usage caused by infection of the Customer’s computer with a virus or due to other unauthorized third party intrusions.
3. The Customer is not to allow a Third Party to use their broadband service without direct supervision and/or written authorisation by TPG.

## Limitations of Service

1. The Customer agrees and understands that in some cases it may not be possible to provide an ADSL/ADSL2+ service due to limitations (RIMs, Sub Exchanges, etc) or incompatibility with a third party carrier’s network.
2. To get a TPG ADSL2+ service, the Customer must be in an area covered by TPG’s ADSL2+ network.
3. Only TPG's ADSL2+ plans are available to Customers applying for broadband at exchanges where TPG ADSL2+ is enabled.
4. TPG does not guarantee provision of broadband to every applicant. If the service is unavailable, TPG will notify the applicant, and will not be liable for any loss caused by rejection of the Customers application.
5. The Customer also accepts that some services offered by a Third Party Carrier, such as PABX systems and certain fax services may be incompatible with the ADSL/ADSL2+ service and may not be available to the Customer after connection.   
   TPG’s broadband business plans are available only to Customers who provide a valid ABN on registration.
6. TPG only provides technical support for makes and models of modem/router supplied by TPG. If the customer is using a model of modem/router not supplied by TPG, assistance may be available directly from the manufacturer’s own technical support service.

## Calculating and Monitoring Usage:

1. 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).
2. If the Customer is on a plan where connection speed is throttled, or they are charged for downloading, once a monthly download quota is exceeded, the Customer can view their recent download history, and total downloads for the month, by logging into their TPG account online at <https://cyberstore.tpg.com.au/your_account/>. TPG recommends that Customers monitor their usage regularly.

## Pricing and Payments:

1. The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan they have registered for. The Customer understands that all TPG fees and charges may be altered from time to time by TPG without notice; however, TPG will not increase the subscription fee for the Customer’s plan until the end of the Minimum Contract Term.

Payment Method: Credit card or debit card in advance

## Backup:

1. A backup dial-up service is available with all TPG ADSL/ADSL2+ plans for use by the Customer in the event of an outage, or from a remote location.
2. The following data is backed up:
   1. ISP Mail\*
   2. Central Membership Billing Data
   3. Personal Websites

## Privacy Policy:

1. As part of your application and in connection with the provision of service to you, we may obtain from you private information about you.   
   TPG Soul is required by law to collect certain Personal Information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND). Information in the IPND is used to develop directories and to assist emergency service organisations.
2. We use our best endeavours to comply with a privacy policy which is available on our website or by contacting us. This policy governs the information we collect on you, how we use it and your rights to access it. You consent to us to collect and disclose your personal information including any unlisted telephone number and address from or to:
   1. any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you
   2. any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities
   3. to conduct ongoing credit management of your account
   4. any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes
   5. any upstream supplier to us to use the information for any purposes connected with the service or your use of the service
   6. Any person who provides us with your username(s) or password(s).
3. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

## Penalties:

1. Failure to pay subscription or usage charges will result in the suspension or termination of the Customer’s broadband service. If the service is terminated due to non payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

## Legal Requirements:

1. The Customer warrants that they are the legal renter of the telephone line nominated for their ADSL/ADSL2+ service or are authorized to order installation of broadband on that line. The Customer also warrants that TPG is not liable for any costs associated with their nominated telephone line including, but not limited to, installation costs and line rental/maintenance costs.
2. The Customer acknowledges that TPG cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third party Carrier's Network infrastructure.
3. Customers use the TPG broadband service at their own risk and TPG takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against TPG, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or TPG email services.
4. While TPG will endeavour to make its broadband services available to Customers 24 hours a day, 7 days a week, ADSL/ADSL2+ are not fault free and TPG cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are also many factors outside of TPG’s control which affect ADSL/ADSL2+ delivery, such as: The performance of third party suppliers and equipment, forces De Majeure and performance of the Customer’s own telephone service. TPG accepts no liability for interruptions to the Customer’s ADSL service or for any resulting damage or loss suffered by the Customer or any third party.

## Performance:

Performance is based on the total number of minutes per week that customers are unable to access the Internet because modems fully occupied (for each Point of Presence).

When did this occur?

(NB: 1 minute per week represents 99.99% availability, 10 minutes per week represents 99.9% availability and 100 minutes per week represents 99% availability)

## Dispute Resolution:

1. TPG aims to provide our Customers with the best possible service. If you haven’t received the service you expected or you would like to make a suggestion we always appreciate your feedback.
2. Customer Service is your main point of contact within TPG whether you wish to discuss an issue regarding your account or you want information about our services.
3. Our Customer Service staff can be contacted by:  
   Email - [customer\_service@tpg.com.au](mailto:customer_service@tpg.com.au)   
   Phone - **13 14 23** at the cost of a local call   
   Fax - 02 9850 0813  
   Mail - PO Box 1844, Macquarie Centre, North Ryde, NSW 2113
4. You will find the majority of matters can be handled on the first call. If further investigation is required we will give you a timeframe & keep you posted along the way.
5. Our Customer Service staff may escalate your case to a Technical Support Officer, our Customer Relations Team or even their Supervisor.  If you are not satisfied with the way in which the Customer Service staff is dealing with your issue, you can request to be escalated to a Supervisor. Customer Relations can be contacted directly by emailing [customer\_relations@tpg.com.au](mailto:customer_relations@tpg.com.au). We aim to respond to all written correspondence within one working day.
6. TPG believes that its internal resolution process is the most effective and quickest way to resolve complaints. However If you are not satisfied with our handling of your issue and you have escalated this within TPG, you may seek further assistance from external avenues of recourse in your state or territory.

## Signatures and Witnesses:

## References:

Whirlpool Forum – Broadband choice

http://bc.whirlpool.net.au/bc/isp-18-7/tpg-internet-business-adsl2.htm?p=20763

TPG – Customer terms and conditions

http://www.tpg.com.au/terms\_conditions/adsl.php

Bigpond – Broadband pricing and billing

<http://bigpond.com/aboutbigpond/ispguidelines/broadband/price.asp>

**Recommendations:**

I believe that the best choice of internet service provider will be TPG because it will supply the best internet speed for a reasonable price. There are no extra charges if the data limit is reached therefore the company knows the exact cost of the bill each month.