



## Warranty and Repair Policy

The Australian Consumer Law provides consumer guarantees that entitle consumers a set of basic rights that businesses must meet when they sell products or services and under the consumer guarantees, consumers are entitled to a repair, replacement, refund, or cancellation if there's a problem with a product or service.

### General conditions

Upon purchasing hardware equipment from Bendigo Telco, responsibility for the device transfers to the customer upon receipt.

### What are consumer guarantees, warranties, and repairs?

- a consumer guarantee is an automatic right given to consumers buying a product or service. Consumers are entitled to a product that is safe and without fault, that looks acceptable and performs as expected. If the product does not, consumers have a right to a repair, replacement, or refund.
- a warranty is a voluntary commitment made by Bendigo Telco or the manufacture of the product, in that it provides you with an assurance during a set period of time, that any major problem that occurs will be remedied and it operates in addition to a consumer guarantee;
- alternatively, a repair is an alteration or remedy that is made to an item. Typically, a minor repair does not incur a fee.

Unless expressly stated otherwise Bendigo Telco supplies all hardware goods under the terms and conditions defined within clause 12 of our Standard Form of Agreement (SFOA).

Typically, Bendigo Telco will address a consumer guarantee, warranty, or repair, but not facilitate actual repairs to hardware, this will be actioned by the manufacturer or their/our authorised service centre.

If you have purchased hardware from Bendigo Telco and it is determined that it has a major problem or defect, we will allow you to choose a refund or replacement if the hardware has a major problem. However, we are not required to provide a refund or replacement if you change your mind.

If the problem is not major, we will repair the item within a reasonable time. If it is not repaired in a reasonable time, you can choose a refund or replacement. All repairs will be directed to applicable manufacturer or suitable service centres.

### What is a major problem?

A major problem is when the item:

- has a problem that would have stopped you from buying the item if you knew about it;
- is unsafe;
- is significantly different from the sample or description provided;
- does not do what we said it would, or what you asked for and cannot be easily fixed.

## Replacement or Repair

**Important Note** - If we replace or repair your hardware this may result in the loss of user generated data stored within your device. This may include loss of data such as telephone numbers, images etc.

If your hardware is repaired, refurbished parts may be used. If your hardware is replaced it may be replaced by refurbished goods of the same type.

The customer is responsible for ensuring proper packaging and return of the faulty device. Bendigo Telco is not liable for items damaged in transit.

## Exceptions to consumer guarantees and warranties

Consumer guarantees and warranties do not apply if you:

- misused a product in any way that caused the problem
- got what you asked for but changed your mind or saw it cheaper elsewhere
- knew of, or were made aware of the faults before you bought the product
- plan to on-sell or change the product so that you can re-supply it as a business

## Voluntary Warranty Periods

Under some circumstances Bendigo Telco will provide you with a voluntary warranty period. The circumstances under which we will provide such a warranty are outline below. Importantly any rights you have under a voluntary warranty are in addition to those provided under the Australian Consumer Law.

### **Hardware obtained as part of an Equipment Payment Plan (EPP)**

When you obtain hardware as part of an EPP, your hardware will be covered by a warranty for the term of the initial service contract.

*For example: If you receive an included modem for \$0 upfront on your internet broadband plan and the internet broadband plan is contracted for 24 months. Your modem will have a voluntary warranty period of 24 months.*

### **Hardware obtained as part of a Mobile Device Payment (MDP)**

When you obtain hardware as part of an MDP contract, your hardware will be covered by a warranty for the term of the initial service contract.

*For example: If you receive a mobile handset on a Mobile Device Payment plan for \$0 upfront, with 24 monthly repayments, your mobile handset will have a voluntary warranty period of 24 months.*

### **Hardware purchased outright**

When you purchase hardware outright it will be covered by a standard manufacturer's warranty. Typically, this is for a 12-month period. The terms and conditions of the manufacturer's warranty are set out in the documentation that you receive when you purchase hardware and are in addition to your rights under consumer guarantees.

**Note: All warranties start from the date the hardware is invoiced to you by Bendigo Telco.**

## The cost of lodging a warranty claim

Typically, if you contact us and we accept your warranty claim you are responsible for covering any incidental costs associated with lodging your claim. In some circumstance Bendigo Telco may elect to cover reasonable expenses incurred by you when making a claim.

## Hardware damage caused by misuse or liquid ingress

Unless expressly stated otherwise your rights under this policy will not extend to cover faults or issues caused as a result of misuse (such as physical damage) or liquid ingress. Once a claim is lodged, if it is determined that the fault is as a result of either misuse or liquid ingress, then this will be treated as an out of warranty service job. In such instances, a quote will be obtained, and approval sought prior to any repairs being undertaken.

## What should I consider prior to lodging a warranty claim?

If you think your hardware may be faulty, follow the troubleshooting process accessible via our website [www.bendigotelco.com.au](http://www.bendigotelco.com.au) prior to considering lodging a warranty claim.

## Standard troubleshooting

You may find an instant solution to your problem by following the troubleshooting guides available on the hardware's website. By following these recommended steps, you may avoid the inconvenience of being without your hardware for a period of time, and in some instances avoid fees for non-warranty related problems.

If troubleshooting does not solve your problem, establish if your hardware is under warranty. If your hardware is out of warranty your only alternative would be to send the hardware away for quotation and repair. Please contact our Customer Experience on **1300 228 123** for a list of repair centres.

## Changes to this policy

From time to time, it may be necessary for us to review our warranty and repair policy. We reserve the right to amend our warranty and repair policy at any time and to notify you by posting an updated version on our web site [www.bendigotelco.com.au](http://www.bendigotelco.com.au).

## How to contact us

If you have any questions about this policy or about how you can lodge a warranty or repair claim, please contact our Customer Experience on **1300 228 123**.