



Standard Form of Agreement

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This Standard Form of Agreement (SFOA) has been rewritten to cover only the two services OM TELECOM actually sells — nbn® Fast Fibre broadband and VoIP phone plans — replacing a legacy multi-product agreement (mobile, ISDN, equipment finance) inherited from a prior provider template. It's structured as General Terms that apply to every service, plus a Part specific to each service type.

General Terms

1. This agreement

This agreement is between you and OM TELECOM ("we", "us"). It's made up of: these General Terms; Part A (Voice/VoIP Services) if you take a phone service; Part B (Internet Services) if you take an nbn® service; your Application; and the Critical Information Summary (CIS) for each plan you order. If there's an inconsistency, your Application and the relevant CIS prevail over these General Terms to the extent of the inconsistency.

2. Eligibility & credit assessment

You must be at least 18 and able to enter into a binding contract. We may check your identity and, where relevant, your credit history (see our Credit Reporting Policy) before accepting your Application, and may decline an Application or require a security deposit where reasonably justified.

3. Minimum term & early termination

The minimum term and any Early Termination Charge (ETC) for your service are set out in Part A or Part B below and confirmed in your plan's CIS. We'll always tell you the ETC that applies before you commit to a plan.

4. Price changes

We won't increase the price of your service during its minimum term, except for increases required by a change in government charge or tax. After your minimum term, or for month-to-month plans, we'll give you at least 30 days' written notice of a price change. If a change is to your detriment, you can cancel without an Early Termination Charge by telling us within 30 days of the notice.

5. Billing & payment

We bill you monthly, in advance for plan fees and in arrears for any usage-based charges. Payment is due by the date shown on your bill. If a payment fails, we'll try to let you know before taking further action; a dishonour or late-payment fee may apply, disclosed in your CIS or on request.

6. Suspension & disconnection

We can suspend or, as a last resort, disconnect your service if: a bill remains unpaid after we've given you the notices required by the TCP Code; you breach our Acceptable Usage or Fair Use Policy and don't fix it after we've asked you to; or we reasonably suspect fraud or a safety risk. We won't disconnect you for a genuinely disputed amount that's still being investigated under our Complaint Handling Policy, or while you're keeping to an agreed hardship arrangement under our Financial Hardship Policy.

7. Changes to this agreement

We may change these terms to reflect changes in the law, our network, or our business. We'll give you reasonable written notice of a material change; if it's to your detriment, you can exit your minimum term early without an ETC as described in clause 4.

8. Service availability & liability

We supply the internet and voice carriage over infrastructure owned and operated by our wholesale suppliers (Vocus Group for nbn®/fibre access, MondoTalk for VoIP). We don't guarantee uninterrupted or fault-free service, and speeds/call quality can be affected by factors outside our control. Nothing in this agreement excludes, restricts or modifies any guarantee, right or remedy you have under the Australian Consumer Law that can't lawfully be excluded.

9. Your other rights

This agreement should be read together with our Complaint Handling Policy, Financial Hardship Policy, Fair Use Policy, Refund & Cancellation Policy, Privacy Policy and Credit Reporting Policy, all available at omtelecom.com.au/policies.

10. General

This agreement is governed by the laws of New South Wales, Australia. We may assign this agreement (including to another carriage service provider) on reasonable notice to you. Notices to you may be sent by email, SMS or through your online account.

Part A — Voice (VoIP) Services

A1. The service

We supply VoIP PAYG, VoIP Home Unlimited and VoIP Business Unlimited as internet-based voice services carried over the nbn® network via our wholesale VoIP supplier, MondoTalk. You'll need a VoIP-compatible handset or adapter and an active internet connection for the service to work.

⚠ Emergency calls (Triple Zero / 000): because this is an internet-based phone service, it will not work during a power outage or internet outage at your premises, unless you have your own battery backup. Your location may not be automatically available to emergency services the way it is on a traditional fixed-line phone — you may need to state your address when calling 000. Please keep a charged mobile phone available as a backup for emergency calls.

A2. Term & charges

Voice plans run month-to-month with no lock-in. An Early Termination Charge of \$11 applies if you cancel, to cover final billing and number-porting administration (see our Refund & Cancellation Policy).

A3. Customer Service Guarantee

Because our voice services are VoIP-based, we ask customers to agree to waive Customer Service Guarantee (CSG) coverage at sign-up, in exchange for the value of our no-lock-in plans — see our Customer Service Guarantee policy for what this means and your right to opt out of the waiver within 5 working days.

A4. Number portability

You can port an existing number to us, or port your number away when you leave, at no charge, subject to the process set by the numbering industry rules.

Part B — Internet (nbn® Fast Fibre) Services

B1. The service

We supply nbn® Fast Fibre plans (12, 25, 50, 100 and Business 100) as internet access delivered over the National Broadband Network via our wholesale supplier, Vocus Group. Actual speeds achieved depend on your equipment, in-premises wiring, nbn® technology type, and network conditions.

B2. Equipment

You need a compatible modem/router. We can supply a Home Network Gateway for self-installation at no charge, or you can use your own compatible equipment (BYO). Professional installation is available for an additional charge, disclosed before you order.

B3. Term & charges

nbn® Fast Fibre plans run on a 12-month minimum term. You can upgrade your speed tier once a month (this restarts the 12-month term); downgrading or cancelling early attracts an Early Termination Charge equal to your monthly plan fee × the number of months remaining in your term (see our Refund & Cancellation Policy).

B4. Installation

Standard installation is included at no charge for an address already connected to the nbn® network. A new-development connection may attract an NBN Co charge, which we'll disclose before you order and which will appear on your first bill.

B5. Fair use

Your plan's data allowance is unlimited for genuine personal or business use — see our Fair Use Policy for how we manage excessive or network-impacting use.