



## Complaints Policy

OneQode Pty Ltd

## Complaints Policy

- A. While we continually aim to provide you with high levels of customer service, we recognise and respect the right that consumers or former customers may wish to express dissatisfaction with our products, services, staff or procedures. Our complaints handling process is designed to encourage the efficient resolution of your issue at the first point of contact.
- B. Our complaints handling process complies with the requirements of the *Telecommunications Consumer Protection Code C628:2019* and the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018* (Cth) and responsibility for compliance with the process lies with our Managing Director(s).

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### 1. Collective Customer Contract

#### 1.1 Subordinate Policy

- (a) This Billing Policy forms part of our broader Collective Customer Contract (CCC). The terms of the broader CCC shall apply to this policy.
- (b) This policy shall inherit the provisions of, and be considered as supplemental to, the Master Terms. This includes (but is not limited to) terms which relate to warranties, limitations of liability, indemnities, termination, suspension, assignment and various general terms.
- (c) This policy shall be considered as an extension of the Master Terms.

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### 2. Representatives and Advocates

#### 2.1 Nomination

You can nominate an Authorised Representative or Advocate to make a complaint (and do other things) on your behalf. If you would like to nominate an Authorised Representative and/or Advocate to make a complaint on your behalf, we ask that you do so during your Application. Where you wish to nominate an Authorised Representative or Advocate later, we may need to get additional material from you.

#### 2.2 Authorised Representatives

Authorised Representatives can:

- (a) Access your account, including your billing information, passwords and management;
- (b) Inform us of issues and faults with the Service;
- (c) make alterations or changes to your account (and the Services);
- (d) order Products or request that we provide an Installation or Hardware; and
- (e) suspend, terminate or remove any part of the Services.

### 2.3 Advocates

Advocates do not have the same access to your account or other privileges as an Authorised Representative. You can appoint an Advocate primarily for situations where you wish them to act for you in a complaint. They will be able to deal with us on your behalf, but only in relation to the complaint or dispute.

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## 3. Making A Complaint

### 3.1 What is a Complaint

- (a) A complaint relates to an issue you have with the Services, Infrastructure or our conduct towards you. Often, requests, support queries and even issues that are voiced by customers are not actually complaints, so you must inform us that you are making a complaint under this policy wherever you wish to do so.
- (b) Where you raise an issue with us and we are unsure of whether it is a complaint, we may request that you clarify that for us. Sometimes it's hard for us to know, so we make no guarantees that we will check. You must always inform us when you wish to make a complaint under this policy.

### 3.2 How to Make a Complaint

If you wish to make a complaint, you must contact a Customer Service Representative via any of the following methods and inform them that you are making a complaint under this policy:

- (a) **Email:** [complaints@oneqode.com.au](mailto:complaints@oneqode.com.au) ;
- (b) **Telephone:** (07) 3555 8683; and
- (c) **Support Ticket:** raise a support ticket within the Portal on the Website.

### 3.3 Making an Urgent Complaint

- (a) We will only treat a complaint as urgent in the following circumstances:
  - (i) you have applied for Assistance under our Financial Hardship Policy and the subject matter of your complaint directly relates to the Financial Hardship you are experiencing;
  - (ii) your Service has been disconnected or is about to be disconnected and you believe that we have not followed the process set out in the CCC; or
  - (iii) you have approval by us for priority assistance (e.g. because of a severe medical condition) for the service you are complaining about.
- (b) Where we determine that your complaint is urgent, we will agree with you on:
  - (i) how we can address the issue; and
  - (ii) the actions which are required to resolve the urgent aspects of the issue within 2 Working Days.

- (c) Where there is a delay in our dealing with the urgent component of the complaint, we will contact you with an explanation as soon as possible, and a new approximate timeframe. If it is a longer delay, we will inform you of your options for external dispute resolution.

### **3.4 No Charge**

Usually, we won't charge you for dealing with complaints made under this policy, however there are certain circumstances which we may, including (but not limited to):

- (a) where you make a complaint which requires us to provide you with information collected over 2 years prior to the date of complaint;
- (b) where you make repeated complaints about an issue which has either been resolved, or which we have determined does not actually exist (or does not exist to the extent you have stipulated);
- (c) where we deem your complaints to be vexacious, malicious or otherwise made to merely cause us inconvenience; or
- (d) where you request information which is not free of charge as per our CCC or a Critical Information Summary.

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## **4. Investigation and Response**

### **4.1 Acknowledgement of Your Complaint**

- (a) After you have submitted a complaint, a Customer Service Representative will acknowledge your complaint:
  - (i) if you complained in person or over the phone, immediately; or
  - (ii) if you lodged your complaint via email or online ticket, within two working days.
- (b) Once your complaint is acknowledged, you will be provided with a complaint reference number, as well as an approximate time frame for a response.
- (c) While we endeavour to resolve complaints when they are first brought to our attention, sometimes matters are more complex. You acknowledge that we may need to investigate a complaint further prior to coming to a conclusion.

### **4.2 Investigation**

- (a) You acknowledge that our investigation of complaints may take longer than 15 working days.
- (b) We will keep you updated with the progress of your complaint. You may also contact us by phone or email to discuss the status of your complaint, although such contact must not be excessive.
- (c) Where we are unable to adequately investigate a complaint within this timeframe, we will provide you with an updated approximation for concluding the investigation.

- (d) If our updated estimate is more than an additional ten working days, you may explore additional complaint options listed in clause 6.

#### **4.3 Resolution of Your Complaint**

- (a) We will advise you of the outcome of our investigation as soon as possible, and how it may be (or already has) been resolved (**Resolution**).
- (b) If you agree with our Resolution, we take all actions necessary to implement the Resolution within 10 working days (if not already implemented)
- (c) If you don't agree with our Resolution, you may either close the complaint or explore the additional complaint options listed in clause 6.
- (d) We may need to delay a Resolution if you unless you have not done something which we required you to do in order to proceed.
- (e) If you request, we will notify you within 5 Working Days once the Resolution has been successfully implemented.

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## **5. Finalising Complaints**

### **5.1 Closure by You**

You may close your complaint at any time by informing us of your wish to do so.

### **5.2 Closure by Us**

We may close your complaint in the following circumstances:

- (a) If after careful consideration and appropriate internal escalation, we conclude that:
  - (i) your complaint is frivolous or vexatious;
  - (ii) we can do nothing more to assist you; or
  - (iii) in view of your behaviour we choose not to deal with you any further;and in each circumstance we have informed you of the reasons and provided information on external dispute resolution;
- (b) if we have been unable to contact you to discuss your complaint, or advise of the proposed resolution, and have written to you with details of our contact attempts and invited you to contact us within 10 working days; or
- (c) the complaint has, in our view, reached a Resolution.

Where clause 5.2(a) or 5.2(b) apply, we reserve the right to refuse any further complaints from you regarding the same or similar issues other than in the course of an external dispute resolution process if we close the dispute for any of these reasons.

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## 6. Referral and Other Options

### 6.1 Referral to Manager

- (a) If a Customer Service Representative cannot resolve a complaint, it will be escalated to a Customer Service Manager or an appropriate senior member of staff. The Customer Service Manager will review your complaint and aim to respond within 2 Working Days.
- (b) Where you inform us in writing that you are not satisfied with the management your complaint, or if you request the complaint be treated as an urgent complaint, we'll consider your communication. If, after we've reviewed your issue internally, you remain dissatisfied, you can pursue the additional options in clause 6.2.

### 6.2 Additional Options

- (a) If a Customer Service Manager is unable to resolve your complaint after escalation, we may recommend you contact the Telecommunications Industry Ombudsman (TIO) as a last resort. The TIO deals with complaints independently that consumers have not been able to resolve with their telephone or internet company after exhausting all possible avenues directly with the company.
- (b) If you do have a complaint, we ask that you allow us the opportunity to resolve the issue through all possible internal resources before contacting the TIO. Typically, complaints dealt with internally are resolved in a much timelier manner than those referred to the TIO. The services of the TIO are free of charge.
- (c) We will never cancel a service only because of being unable to resolve your complaint, or because you have pursued your options for external dispute resolution.

### 6.3 Contacting the TIO

You can contact the TIO by:

**Telephone:** 1800 062 058

**National relay service:** 1800 555 677 then ask for 1800 062 058

**Fax:** 1800 630 614

**Mail:** PO Box 276 Collins Street West VIC 8007

**Online:** [www.tio.com.au](http://www.tio.com.au)

Alternatively, you can contact the Office of Fair Trading in your state or territory.