

## **Complaint Handling Procedures**

This is Orion Satellite Systems Pty Ltd's (trading as Reachnet and Orion) Complaint Handling Procedures, which are referred to clause 20a of the Orion Satellite Systems Standard Form of Agreement that is available at [www.reachnet.com.au/sfoa](http://www.reachnet.com.au/sfoa) and [www.orionsat.com.au/sfoa](http://www.orionsat.com.au/sfoa)

We are committed to the efficient, fair and courteous resolution of customer issues and complaints. We actively seek feedback from our customers and view the management of complaints as a vital ingredient in improving our business and delivering better service. This procedure complies with the Telecommunications Consumer Protection Code C628:2007 Industry Code.

This policy applies to customer accounts, technical help, sales, provisioning, and installations.

This procedure acknowledges:

- a customer's right to complain;
- the needs of people with disabilities and from non-English speaking backgrounds;
- the need for fairness to all parties involved;
- the need to provide adequate resources with the authority to resolve issues and complaints and achieve resolutions;
- the need to provide appropriate and systematic record keeping of issues and complaints and their outcomes, including those resolved at first contact;
- the need to record, action and monitor undertakings made to a customer to resolve an issue or complaint;
- the need for an escalation process

### **Lodging complaints**

There are two ways a customer can lodge a complaint:

- Email a complaint to ([help.desk@orionsat.com.au](mailto:help.desk@orionsat.com.au))
- Telephone Our customer service department (Orion – 1800 063 123, Reachnet - 1300 798 007) or your nominated Account Manager.

### **Complaint progress**

We will acknowledge receipt of a customer complaint either in writing, by email, telephone or by fax. We will endeavour to resolve outstanding complaints within 30 days where a complaint is not related to Service Levels outlined in Our Standard Form of Agreement and agreed with You. Where the complaint is related to these Service Levels, the response times identified in those Service Levels will apply.

We reserve the right to refuse to investigate certain complaints where, in our opinion, the complaint is deemed to be frivolous or vexatious in nature.

Where the investigation of any complaint requires significant resources to be utilised, we reserve the right to charge the customer some or all of the cost of doing so. The customer will be advised of the reasons for the cost along with a cost estimate prior to commencing any such investigation.

We are not responsible for any costs incurred by the customer in the lodging of the complaint or in any subsequent follow up to the complaint.

Customers will be informed via letter, phone, email or fax of the outcome of their complaint.

### **Escalation**

Where a complaint cannot be immediacy resolved, it will be escalated in accordance with Our internal Issues and Complaints management policy.

If, after exhausting the escalation process a customer believes that their complaint has not been adequately addressed, the customer may contact external complaint management providers. This may include the Telecommunications Industry Ombudsman (TIO) at

- Telephone: 1800 062 058 or 03 8600 8700
- Fax: 1800 630 614 or 03 8600 8797
- Email: [tio@tio.com.au](mailto:tio@tio.com.au)
- Online: <http://www.tio.com.au/>

The TIO is "an office of last resort". This means that in the interests of fairness, We must be given a reasonable opportunity to settle a complaint with a customer before the TIO will become involved.

### **Demanding payments**

While an issue or complaint is being investigated We will not demand payment of genuinely disputed amounts that are the subject of the issue or complaint. Other fees not associated with the complaint must be paid within the normal account terms and conditions

### **Retaining records**

We will retain records during the issue or complaint handling process and for at least 2 years after resolution.

### **Communications with customers**

We will acknowledge all issues and complaints within 5 working days of their receipt, in writing if the complainant requests.

We will advise customers within 1 working day of receiving the issue or complaint, of their complexity and a possible timeframe for finalisation.

We will advise customers of the outcome of their issue or complaint, in writing if the customer requests.

### **Resolving issues and complaints**

Where possible, We will seek to resolve an issue within five working days of their lodgement. In extreme cases, We will resolve complaints in no more than 30 days.

### **Frivolous complaints**

If, after careful consideration and appropriate escalation, We dismiss an issue or complaint as frivolous or vexatious, We will inform the customer of the reasons and their external avenues of recourse.

### **Complaint handling charges**

We will not impose an issue or complaint related charge or penalty except for a charge imposed:

- after discussing it with the Customer and informing them of it in writing;
- if the investigative/handling process for the Complaint is sufficiently onerous;
- if the charge is reasonable in the circumstances; and
- after giving the complainant the option to pursue the complaint and pay the charge, discontinue the complaint or take the matter to the TIO.

If an issue or complaint is upheld, We will refund any complaint related charge paid by the Customer within 30 days.