

# AUTHORISED REPRESENTATIVE AND ADVOCATE POLICY

Last Updated: 3 October 2022

Version number: 1.0

This policy is prepared for the purposes of the *Telecommunications Consumer Protections Code (C628:2019)* (the "**TCP Code**") having regard to *Industry Guidance Note (IGN017) Authorised Representatives and Advocates*. In this policy, "**we**", "**our**" and "**us**" are all references to Perth Systems Pty Ltd ABN 34 159 663 975 of Suite 123, 7/15 Port Kembla Drive, Bibra Lake Western Australia 6163. This policy only applies to telecommunications goods and services that we supply to you, if you are a consumer of those goods or services for the purposes of the Code. If you need an interpreter, you can contact us by telephone using the [Translating and Interpreting Service](#) by calling 131 450. If you have a hearing or speech impairment, please call us through the [National Relay Service](#). Please contact our Customer Support Team if you require a copy of this policy in a format that takes into account your disability or language needs. Our Customer Support Team's contact details are as follows:

**Telephone:** (08) 6365 2074 (from 8:30am to 5:00pm Australian Western Standard Time on business days)

**Email:** sales@perthsystems.com.au

**Post:** Suite 123, 7/15 Port Kembla Drive, Bibra Lake Western Australia 6163

We will make available all updates and amendment to this policy from time to time at [www.perthsystems.com.au](http://www.perthsystems.com.au). We will provide a copy of this policy to you, free of charge, upon your request.

For information on **Authorised Representatives**, please see pages 1 to 4 of this policy.

For information on **Advocates**, please see pages 4 to 6 of this policy.

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## Authorised Representatives

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### Who can you appoint to be an Authorised Representative?

An "**Authorised Representative**" is a person who has authority from you to deal with us on your behalf, including to discuss or make changes to your telecommunications account, without you being present. Authorised Representatives are different to Advocates. An Authorised Representative may include any person who you nominate, such as a carer, financial counsellor, family member, close friend or trusted neighbour who may assist you or act on your behalf when you are unavailable or unable to act on your own behalf. An Authorised Representative can also be any person who applies to be your Authorised Representative in accordance with their rights under a power of attorney, as guardian or trustee, or who is an executor of a deceased customer's estate.

Authorised Representatives can be appointed temporarily such as when you are travelling overseas or when you are otherwise not available, or for other periods of time, or on an ongoing basis without a defined end date.

### How do you appoint, or revoke an appointment of, an Authorised Representative?

You are entitled to appoint an Authorised Representative to act on your behalf when dealing with matters relating to your account at any time using our Appointment/Revocation of Authorised Representative and Advocate Form located on our website. You can appoint, revoke and extend appointments of Authorised Representatives and revoke or enable your Authorised Representative's access rights by emailing, posting or faxing the applicable form to our Customer Support team.

If you wish to **make an enquiry** or **reverse any request** made by an Authorised Representative in respect of your account or otherwise discuss appointments of your Authorised Representative or Advocate please email or call our Customer Support team. We may require you to verify your identity at any time when you contact our Customer Support Team.

When you apply to appoint an Authorised Representative, you must complete the applicable form and ensure that all information therein is accurate, up-to-date and truthful and provide a letter of authorisation signed by you or such other documentation approved by us that evidences the authority and identity of the Authorised Representative. We will consider any:

- certified copy of a Power of Attorney;
- Guardianship Order;
- pre-established forms from Legal Aid or Financial Counsellors; or
- other reasonable forms of authorisation provided that they contain all relevant information that we reasonably require.

The documentation must set out the name, address, email address, mobile number, any applicable registration or licence number of the Authorised Representative and any other information we reasonably require in connection with the appointment.

#### **Can you determine the duration of the appointment of an Authorised Representative?**

You can pre-determine the duration of your appointment of an Authorised Representative. After the appointment duration has ended, your appointment of the Authorised Representative will automatically expire. If you would like to extend the appointment to a later date, you can apply for the extension at any time by contacting us. If there is no duration specified in the application for appointment of the Authorised Representative, the appointment will not expire until it is revoked by you or the Authorised Representative notifies us that they no longer agree to be your Authorised Representative.

#### **Do you need a witness when appointing an Authorised Representative?**

Yes. When you are appointing an Advocate or Authorised Representative using our form, you must ensure that another person witnesses your execution of the form.

#### **What happens in circumstances where an Authorised Representative has a Power of Attorney, is a guardian or trustee or is the executor of my estate?**

If a person has a Power of Attorney in favour of a customer, is a customer's guardian or trustee, or is the executor of a deceased customer's estate, they can be appointed as an Authorised Representative of the customer with full authority (with no access restrictions) subject to the provisions of their Power of Attorney, guardianship, trusteeship or appointment as executor (as the case may be).

To transfer or cancel a service on a deceased customer's behalf, the person needs to be:

- an executor or administrator of the estate; or
- next of kin.

We may require a statutory declaration to confirm a person's authority to act or a letter confirming who the executor or administrator of an estate or next of kin is. If you are an executor, administrator or next of kin and wish to be appointed as an Authorised Representative, please contact our Customer Support Team.

#### **What Access Rights do Authorised Representatives have?**

If we notify you that we have approved the appointment of an Authorised Representative, your Authorised Representative will have the authority to act on your behalf with respect to your services as though they were you as the account holder, unless you have specified restrictions to their access in the appointment that you have provided to us in writing. We will notify you and the Authorised Representative of the level of access the Authorised Representative is permitted to have on the account and the options you have for setting the level of access.

Authorised Representatives can be given the following level of access, as specified during the appointment:

- **Customised permissions:** when you appoint an Authorised Representative, you can determine the precise action (set out below under Customer Equivalent) that the Authorised Representative is permitted to perform on your telecommunications account.
- **Pre-set levels of permission:** when you appoint an Authorised Representative, he or she will immediately gain access to the level of permission selected by you from a list of available options.
- **Full Authority:** an Authorised Representative is given the same permissions as granted to you or an equivalent, except without the ability to open or cancel your telecommunications services or add other Authorised Representatives and Advocates.
- **Customer equivalent:** an Authorised Representative is given all of your rights as account holder, with all the same permissions, including the ability to open or cancel your telecommunications services and add other Authorised Representatives and Advocates. Under this level of access, Authorised Representatives are able to exercise the following rights:
  - Open and close accounts;
  - Add or remove other Authorised Representatives and Advocates;
  - Receive communications and notifications from us;
  - Make changes to agreements, product and service plans;
  - Establish financial hardship arrangements;
  - Make billing enquiries and payments;
  - Update or change service and account details, including contact numbers and email addresses;
  - Apply for new or additional products and services;
  - Upgrade and downgrade subscriptions;
  - Lodge complaints; and
  - Lodge a fault with goods or services that we supply to you.

If you wish to specify other Access Rights that your Authorised Representative has, you can make this request in writing to us via our appointment form when making the appointment or otherwise by contact our Customer Service Team. If you wish to appoint someone who can make enquiries on your behalf but is restricted from making changes to your account, you may consider adding the individual as an Advocate instead.

### What is a Primary Contact and the Exclusive Point of Contact?

Upon appointing an Authorised Representative, you must nominate a Primary Contact or an Exclusive Point of Contact and the types of communications that will go to the nominated Primary Contact or the Exclusive Point of Contact. You may change the Primary Contact and Exclusive Point of Contact at any time by contacting us.

An Exclusive Point of Contact is a single person who is the only recipient of certain communications (that you select in the appointment form). An Exclusive Point of Contact can be used when you or an Authorised Representative or Advocate are the only persons to receive certain communications. A Primary Contact is a single person who will be contacted first with respect to certain matters and can be used if you or an Authorised Representative or Advocate need to be listed in your account as the first point of contact with respect to certain communications.

The types of communications that can be designated to be issued to the Exclusive Point of Contact or Primary Contact include:

- Bills;
- Automatic Usage Notifications;
- Credit Management;
- Account Alerts;
- Sales; and
- Account Suspension and Termination Notices.

If any of the above communication categories are not designated for the Exclusive Point of Contact or Primary Contact, they will be issued to any one or more of the customer, Authorised Representative or Advocate on the account, as determined by us in our absolute discretion.

### What are the obligations of an Authorised Representative?

You must ensure that any Authorised Representatives that you appoint:

- comply with applicable law;
- abide by the terms and conditions of the telecommunications services and all other policies that apply to telecommunications services that you subscribe to (or that they subscribe to on your behalf);
- abide by our reasonable directions, including with respect to the production of any documentation or identification that we may require from time to time to verify their appointment or their or your identity; and
- not engage in abusive behaviour of our staff.

Failure to comply with the above obligations may result in an Authorised Representative's access being restricted, suspended or revoked by us in our absolute discretion.

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## Advocates

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### Who can you appoint to be an Advocate?

An "**Advocate**" is a person nominated by you to deal with us on your behalf who cannot make changes on your behalf to your account without you being present and agreeing to such action. If we need to communicate with your nominated Advocate, we will first seek to establish and verify their identity. An Advocate may include any person who you nominate, such as caseworkers supporting you through domestic and family violence, language interpreters, carers, friends, family members or professionals such as financial counselors, case workers, Legal Aid representatives or other representatives who can assist you in discussing your bill or our telecommunications services with us. Regardless of the permission level granted to the Advocate, we will never provide your personal information to an Advocate if you are not present.

### How do you appoint or revoke an appointment of an Advocate?

You are entitled to appoint an Advocate to act on your behalf when dealing with matters relating to your account at any time by calling us or by completing our appointment form and emailing or posting it to our Customer Support Team.

You can revoke and extend appointments of Advocates or revoke or enable your Advocate's access rights at any time by contacting our Customer Support Team. You can also make an enquiry or seek the reversal of any request made by an Advocate in respect of your account by calling or emailing our Customer Support Team.

We will need to verify your identity when you are appointing a new Advocate to your account. If you are present and able to confirm the Advocate's identity, there is no need for you to appoint the person as your Advocate by completing the appointment form. If you apply to appoint an Advocate by submitting our appointment form, you must ensure that all information in the form is accurate, up-to-date and truthful or provide a letter of authorisation signed by you or such other documentation approved by us that evidences the authority and identity of the Advocate.

We will consider any:

- certified copy of a Power of Attorney;
- Guardianship Order;
- pre-established forms from Legal Aid and Financial Counsellors; or

- other reasonable forms of authorisation provided that they contain all relevant information that we reasonably require.

The documentation must set out the name, address, email address, mobile number, any applicable registration or licence number of the Advocate and any other information we reasonably require in connection with the appointment.

### What if you require an interpreter?

If you wish to appoint an interpreter as your Advocate and you are unable to otherwise confirm your identity to us, you must assign yourself a PIN or other password by contacting our Customer Support Team and specifying that PIN or password (as applicable), and when you and the interpreter call our Customer Support Team, have the interpreter confirm that you are present by verifying the PIN or password (as applicable).

### Can you determine the duration of your appointment of an Advocate?

You can pre-determine the duration of your appointment of an Advocate. After the appointment duration has ended, your appointment of the Advocate will automatically expire. If you would like to extend the appointment to a later date, you can apply for the extension by contacting our Customer Support Team. If there is no duration specified in the application for appointment of the Advocate, the appointment will not expire until it is revoked by you or if the Advocate notifies us that they no longer agree to be your Advocate.

### What Access Rights do Advocates have?

If we notify you that we have approved the appointment of an Advocate, we will tell you and your Advocate the level of access the Advocate is permitted to have on the account and the options you have for setting the level of access. We will consult with you about the access rights that you wish to provide to the Advocate. You can select, change or revoke your Advocate's access rights at any time. The relevant rights that you can select for an Advocate to be able to make to your account when you are not present are:

- **Request Records:** An Advocate can request to view or obtain a copy of your account records – such as your service contract, Critical Information Summaries, bills, or other documentation and have such documentation sent to a postal or email address, or other contact information previously established with you.
- **Deal with:** An Advocate can discuss specific issues with us on your behalf but cannot make any decisions or changes to your account. For example, an Advocate can negotiate a Financial Hardship arrangement with us, but we will subsequently contact you to seek your agreement to enter into that arrangement, and it will only be effective if and when you agree to it.
- **Pay accounts:** An Advocate can pay bills for your telecommunications service account on your behalf.
- **Tech support:** An Advocate can notify, enquire about and work with us on troubleshooting devices or services linked to your telecommunications services account.
- **Nothing:** An Advocate cannot discuss any issues, including payment issues, without the customer being present.

When your appointment of an Advocate has been accepted by us, we will notify you and the Advocate of their access rights. An Advocate **cannot** make any changes to your account without you being present. If you would like your Advocate to be able to make changes without you being present, you will need to appoint them as an Authorised Representative instead.

### What are the obligations of an Advocate?

You must ensure that any Advocates that you appoint:

- comply with applicable law;
- abide by the terms and conditions of the telecommunications services and all other policies that apply to services that you subscribe to (or that they subscribe to on your behalf);

- abide by our reasonable directions, including with respect to the production of any documentation or identification that we may require from time to time to verify their appointment or their or your identity; and
- do not engage in abusive behaviour of our staff.

Failure to comply with the above obligations may result in an Advocate's access being restricted, suspended or revoked by us in our absolute discretion.

### **What is a Primary Contact and the Exclusive Point of Contact?**

During your appointment of an Advocate, you should nominate a Primary Contact or an Exclusive Point of Contact and the types of communications that will go to the nominated Primary Contact or Exclusive Point of Contact. You may change the Primary Contact and/or Exclusive Point of Contact at any time by contacting our Customer Support Team.

An Exclusive Point of Contact is a single person who is the only recipient of certain communications. An Exclusive Point of Contact can be used when you, an Authorised Representative or Advocate are the only persons to receive certain communications. A Primary Contact is a single person who will be contacted first with respect to certain matters and can be used if you, an Authorised Representative or Advocate need to be listed in your account as the first point of contact with respect to certain communications.

Types of communications that can be designated to be issued to the Exclusive Point of Contact or Primary Contact include:

- Bills;
- Automatic Usage Notifications;
- Credit Management;
- Account Alerts;
- Sales; and
- Account Suspension and Termination Notices.

If any of the above communication categories are not designated for the Exclusive Point of Contact or Primary Contact, they will be issued to any one or more of the customer, Authorised Representative or Advocate on the account, as determined by us in our absolute discretion.