

## Financial Hardship Policy

### Introduction

In applying its Financial Hardship Policy, Byteway gives consideration to what constitutes the term 'Financial Hardship' by applying the definition noted in the *\*Telecommunications Consumer Protections Code* (TCP Code), namely a situation where:

- (a) A Customer is unable to discharge the financial obligations owed by the Customer under their Customer Contract or otherwise discharge the financial obligations owed by the Customer to a Supplier, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable cause; and
- (b) The Customer believes that they are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of Telecommunications Products by the Supplier to the Customer are changed.

For Byteway to consider your request and apply this policy you must provide the necessary evidence that you are experiencing financial hardship in accordance with the definition provided in the \*TCP Code.

The decision of whether you are experiencing financial hardship for the purpose of this policy will be made by Byteway, in our sole discretion. We may make certain options available to assist with the management of your financial hardship, such as spend controls or restriction of service.

### Establishing Financial Hardship

Byteway considers 'financial hardship' to be the state that involves an ongoing and real/genuine demonstrable inability of the customer to pay bill and contract charges, rather than an unwillingness or refusal to do so.

We encourage you to provide Byteway with any third-party evidence in order to determine your application for financial hardship, this includes; income and earnings report details or a report from a financial counsellor, or a bank, or Centrelink Statement.

You may request that a Financial Counsellor act on your behalf in dealing with Byteway regarding the amount outstanding. For us to speak to a Financial Counsellor regarding the payment of charges, you must be present, or we must have received prior authority in writing from you to speak with the Financial Counsellor on your behalf. Please contact us for further information.



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If you would like to find a financial counsellor in your state or territory, please go to the Financial Counselling Australia's website: [www.financialcounsellingaustralia.org.au](http://www.financialcounsellingaustralia.org.au)

## Reaching Byteway a Financial Arrangement

Once we agree you are experiencing Financial Hardship, we may at our discretion agree to a temporary financial arrangement, which is different to the terms which ordinarily apply to you.

The basic principle of any agreed financial arrangement for Financial Hardship is that the repayment made by you should be sufficient to cover expected future use of the service while ensuring that your financial position does not worsen over a reasonable period of time. Thus, enabling you to continue to reduce your debt.

If you would like to discuss this matter further, please contact Byteway Support on 1300298392 or email us for further information at [admin@byteway.com.au](mailto:admin@byteway.com.au).

\*C628:2015 Telecommunications Consumer Protections Code Incorporating Variation No.1/2017 First published as C628:2007 Second edition published as C628:2012