

Financial Hardship Policy

Issued pursuant to the Telecommunications
(Financial Hardship) Industry Standard 2024

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1. PURPOSE AND SCOPE

This Financial Hardship Policy ("Policy") has been prepared by AARNet ("we", "us", "our") to meet our obligations as a carriage service provider under the Telecommunications (Financial Hardship) Industry Standard 2024 ("Standard"), made under section 125 of the *Telecommunications Act 1997* (Cth). The goal of this Policy is to prioritise keeping Eligible Customers experiencing financial hardship connected and to ensure that disconnection will only be used by us as a measure of last resort.

This Policy explains:

- » the types of assistance available to Eligible Customers who are experiencing financial hardship;
- » how Eligible Customers can apply for and access that assistance;
- » how we assess eligibility and make decisions;
- » the rights customers have, including the right to appeal; and
- » how we protect and handle customers' personal information.

This Policy applies to the following Eligible Customers:

- » not-for-profit customers of AARNet which acquires or may acquire one or more carriage services which are not for resale; and
- » AARNet's small business customers (as defined in Section [2](#)) who are party to a standard form of agreement with AARNet for the supply of carriage services with an annual spend of \$40,000 and who do not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract.

Financial hardship may include:

- » unexpected events or unforeseen changes that have impacted the customer's income or expenditure;
- » a change in business circumstances; or
- » a natural disaster.

This Policy **does not** apply to large institutions or wholesale customers. For the avoidance of doubt, this Policy seeks to mirror the ACMA's definition of a Customer per the Standard.

2. DEFINITIONS

In this Policy, the following terms have the meanings given to them in the Standard:

Term	Meaning
Financial Hardship	Difficulty in meeting payment obligations for a carriage service that arises from circumstances that are reasonably beyond the Eligible Customer's control, including but not limited to or reduced income, illness or injury, unexpected events or unforeseen changes that have impacted the customer's income or expenditure; or other reasonable causes; and natural disasters.
Eligible Customer	1. A not-for-profit customer of AARNet which acquires or may acquire one or more carriage services which are not for resale; or 2. a small business customer who is a party to a standard form of agreement for the supply of a carriage service with an annual spend of \$40,000 or less and who do not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract.
Hardship Assistance	Any measure provided under this Policy to assist an Eligible Customer experiencing financial hardship.
Authorised Representative	A person authorised by the Eligible Customer to act on their behalf, including a Financial Counsellor.
Financial Counsellor	A person accredited by a relevant body to provide financial counselling services, including through the Small Business Debt Helpline.

3. HOW CAN YOU APPLY FOR SUPPORT?

3.1 APPLYING

You can apply for Hardship Assistance at any time by contacting us through any of the channels listed in Section [5.6](#). There is no application fee. We do not require you to complete a particular form, though we may ask you to provide information to assist our assessment (see section [4.2](#)).

You are not required to use any particular words to request assistance. If at any point you indicate to us — in any way — that you are having difficulty paying your bill, we will treat this as a request for Hardship Assistance and act accordingly.

3.2 WHO CAN APPLY FOR HARDSHIP ASSISTANCE?

Any Eligible Customer (as defined in Section [2](#)) may apply for Hardship Assistance under this policy. You can apply even if:

- » you have an overdue amount on your account;
- » a debt collection process has commenced;
- » you have previously received Hardship Assistance; or
- » you are not sure whether you qualify.

We encourage you to contact us via our Hardship Team as early as possible (please refer to Section [5.6](#) for key contact details). Early contact allows us to offer a wider range of assistance options.

3.3 TIMEFRAME TO ASSESS YOUR APPLICATION

We will assess your application and notify you of the outcome within 5 business days of receiving all information reasonably required to assess your application. If we need additional information from you, we will tell you promptly what we need and why.

While your application is being assessed, we will not:

- » issue a final notice or disconnection notice solely based on the debt that is the subject of your application; or
- » refer your account to an external debt collector solely based on that debt,

unless we have reasonable grounds to believe the application is fraudulent.

4. ELIGIBILITY ASSESSMENT

4.1 WHAT WE CONSIDER

In assessing your application, we will consider all relevant circumstances, including:

- » the nature of the hardship (e.g. natural disaster);
- » your current financial position and your ability to meet payment obligations;
- » the amount outstanding on your account;
- » whether the hardship is likely to be temporary or ongoing; and
- » what assistance options are appropriate and sustainable for your situation.

We will take a compassionate and flexible approach. We do not require proof of hardship as a pre-condition to commencing an assessment or providing interim assistance.

4.2 INFORMATION WE MAY ASK FOR

We may ask you to provide supporting information. We will only request information that is reasonably necessary to assess your application and determine what assistance to offer. Examples include:

- » a brief description of your circumstances;
- » evidence of income or change in income (e.g. statement of account, statutory declaration);
- » a letter from a financial counsellor, accountant or legal practitioner; or
- » a statement about your regular business expenses.

We will not require you to produce documents that are unreasonably difficult to obtain or that are not relevant to your circumstances. We will not ask you to provide evidence where you are seeking only short-term assistance (e.g. no more than 60 days). Where a Financial Counsellor supports your application, their assessment may be sufficient.

4.3 DOMESTIC AND FAMILY VIOLENCE

We recognise that customers experiencing domestic and family violence may face difficulties, including in accessing documents or communicating freely. We will:

- » take extra care to protect your privacy and safety;
- » not require you to contact a person associated with the violence in order to access assistance;
- » not require you to provide evidence to support your application;
- » be flexible about the information we require; and
- » refer you to relevant support services if you wish.

5. TYPES OF HARDSHIP ASSISTANCE

Depending on your circumstances, we may offer one or more of the following types of Hardship Assistance. We will discuss the options with you and aim to agree on an arrangement that is suitable and sustainable for your situation.

5.1 PAYMENT ARRANGEMENTS

We can arrange for you to repay any outstanding amount and your ongoing charges through a payment plan that is tailored to what you can reasonably afford. Payment plans may include:

- » repaying the overdue amount in instalments spread over a reasonable period;
- » a combination of a repayment plan for arrears together with ongoing payment of current charges;
- » a reduction of the services that you have obtained from us if appropriate to reduce the fees that we would otherwise charge you; or
- » a reduced regular payment amount where your current charges are reduced.

We will not set a repayment amount that exceeds what you can reasonably afford. Where you are represented by a Financial Counsellor or accountant, we will work with that counsellor or accountant to determine an appropriate arrangement.

5.2 WAIVER OR REDUCTION OF FEES AND CHARGES

Where appropriate, we may:

- » waive late payment fees or reconnection fees incurred during or as a consequence of your hardship;
- » waive or reduce contract exit fees where your Financial Hardship makes it appropriate to exit a contract early;
- » waive excess data or usage charges arising from circumstances beyond your control; or
- » provide a credit to your account.

5.3 SERVICE MODIFICATIONS

We may modify your service or plan to reduce your ongoing costs. Options may include:

- » moving you to a lower-cost plan;
- » capping your services to prevent further charges accruing; or
- » suspending your service for a defined period where appropriate.

5.4 EXTENSIONS OF TIME

We can grant you additional time to pay a bill or overdue amount without penalty, where this is appropriate given your circumstances.

5.5 DEBT WAIVER

In exceptional circumstances where your financial situation is unlikely to improve and where continued pursuit of a debt would cause significant hardship, we may consider waiving all or part of a debt. We will consider this option on a case-by-case basis.

5.6 HOW TO CONTACT OUR HARDSHIP TEAM

Our dedicated Hardship Team is available to assist you. You can reach us through any of the following channels:

Channel	Details
Phone	1300 275 662 , Option 5 — calls are free from landlines and mobiles within Australia. Available Monday to Friday, 9:00 am – 5:00 pm (local time).
Email	hardship@aarnet.edu.au
In writing	Hardship Team, PO Box 5519, Chatswood, NSW 1515

You may also authorise another person (such as a Financial Counsellor or Authorised Representative) to contact us on your behalf. We will deal with that person as if they were you, provided we have your written or verbal consent on record.

5.7 FURTHER SUPPORT TO HELP YOU

You can visit the **Small Business Debt Helpline** at sbdh.org.au or talk to a Financial Counsellor from anywhere in Australia by calling [1800 413 828](tel:1800413828).

6. SERVICE CONTINUITY DURING HARDSHIP ASSISTANCE

While you are receiving Hardship Assistance under an agreed arrangement, we will:

- » not disconnect or suspend your service solely because of non-payment of an amount that is the subject of the arrangement, provided you are complying with the arrangement;
- » not charge late payment fees in respect of amounts covered by the arrangement; and
- » not refer your account to an external debt collector in respect of amounts covered by the arrangement.

If your circumstances change and you are unable to comply with the agreed arrangement, please contact us as soon as possible. We will work with you to revise the arrangement where reasonable.

7. DISCONNECTION PROTECTIONS

We will not disconnect your service for non-payment without first:

- » sending you a written reminder notice and allowing a reasonable period to respond;
- » providing a final notice that clearly states the date of proposed disconnection and your right to seek hardship assistance;
- » attempting to contact you by phone or other means; and
- » considering whether you have applied for, or are receiving, Hardship Assistance.

If you contact us before disconnection and indicate financial difficulty, we will defer disconnection while we assess your application (subject to section [4.3](#)).

If your service is disconnected, we will reconnect it without charge if:

- » you request reconnection and enter into a hardship arrangement within 5 business days of disconnection; or
- » the disconnection was the result of an error on our part.

8. DEBT COLLECTION AND CREDIT REPORTING

While you are receiving hardship assistance under an agreed arrangement and complying with that arrangement, we will not:

- » refer your account to an external debt collector in respect of amounts covered by the arrangement;
- » commence legal proceedings to recover amounts covered by the arrangement; or
- » list a default on your credit record in respect of amounts covered by the arrangement.

If you have previously been listed on a credit reporting body's database in connection with a debt that is subsequently covered by a hardship arrangement, we will consider, where appropriate, requesting correction of that listing in accordance with applicable privacy law.

9. REVIEW OF DECISIONS

9.1 INTERNAL REVIEW

If you are dissatisfied with a decision we make in connection with your application for hardship assistance (including a decision to refuse assistance), you may request an internal review. You can request a review by:

- » calling **1300 275 662** select Option 5 and asking to speak with our Hardship Team
- » emailing hardship@aarnet.edu.au
- » writing to Manager, Compliance and Risk at AARNet Pty Ltd, PO Box 5519, Chatswood, NSW 1515.

We will acknowledge your review request within 2 business days and provide a written decision within 15 business days (or such longer period as is agreed with you).

9.2 COMPLAINTS

If you are not satisfied with the outcome of our internal review, or if your complaint has not been resolved within 15 business days, you may contact the Telecommunications Industry Ombudsman (TIO):

Contact Method	Details
Phone	1800 062 058 (free call)
Website	www.tio.com.au
Online complaint form	www.tio.com.au/making-a-complaint
Post	PO Box 276, Collins Street West, Melbourne VIC 8007

The TIO is a free, independent dispute resolution service for residential and small business customers. You do not need a lawyer to use this service.

10. PRIVACY AND CONFIDENTIALITY

We handle all information provided in connection with a hardship application with care and in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy (available at aarnet.edu.au/policies-and-reports).

In particular:

- » information you provide about your financial circumstances or personal situation will only be used to assess your application and administer any assistance arrangement;
- » we will not share your information with third parties (other than as required by law or with your consent);
- » staff who access your hardship information are required to treat it as confidential; and
- » we will take reasonable steps to ensure your information is kept secure.

If you are experiencing domestic and family violence, we will take additional steps to protect your privacy and will not disclose your information to any person associated with the violence without your express consent.

11. STAFF TRAINING AND CAPABILITIES

AARNet is committed to ensuring that staff who interact with customers about financial hardship are appropriately trained. Our training covers:

- » identifying signs of financial hardship and initiating sensitive conversations;
- » the obligations set out in the Standard and this Policy;
- » available assistance options and how to apply them;
- » dealing with customers in vulnerable circumstances, including those affected by domestic and family violence, mental illness, or cognitive impairment; and
- » referring customers to appropriate external support services.

Training is provided to relevant staff and is reviewed and updated at least every 12 months.

Useful reference links:

Financial Hardship Standard – FAQs for Industry: <https://www.acma.gov.au/financial-hardship-standard-faqs-industry>

Rules to protect customers in financial hardship: <https://www.acma.gov.au/rules-protect-customers-financial-hardship-0>

12. MONITORING, REVIEW, AND CONTINUOUS IMPROVEMENT

We will monitor and report on the operation of this Policy to ensure it is meeting its objectives and complying with the Standard. This includes:

- » recording and tracking all hardship applications, outcomes, and review requests;
- » any financial hardship request can be reported internally by Finance team to senior management
- » reviewing this Policy at least every 12 months, or earlier if required by changes to the Standard or applicable law;
- » considering feedback from customers, financial counsellors, and the TIO in reviewing the Policy; and
- » publishing updated versions of the Policy on our website promptly upon revision.

We will report on our Hardship Assistance activities in the manner and to the extent required by the Standard, the Australian Communications and Media Authority (ACMA), and any applicable industry reporting frameworks.

13. RELATED DOCUMENTS AND RESOURCES

Document / Resource	Where to find it
This Policy (Financial Hardship Policy)	https://www.aarnet.edu.au/policies-and-reports
AARNet Privacy Policy	https://www.aarnet.edu.au/policies-and-reports
AARNet Complaints Policy	https://www.aarnet.edu.au/make-a-complaint
Telecommunications (Financial Hardship) Industry Standard 2024	www.legislation.gov.au
Telecommunications Industry Ombudsman	www.tio.com.au
Small Business Debt Helpline (free financial counselling)	1800 413 828 sbdh.org.au

13.1 DOCUMENT CONTROL

Field	Detail
Policy title	Financial Hardship Policy
Document reference	FHP-2026-01
Version	1.0
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Next review date	19 Aug 2028 within 24 months of effective date
Policy owner	General Counsel / Director, Regulatory / CFO
Approved by	CEO / Director Corporate and Legal Affairs
Legislation	Telecommunications (Financial Hardship) Industry Standard 2024; <i>Telecommunications Act 1997 (Cth)</i> ; <i>Privacy Act 1988 (Cth)</i>