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### **Telstra's contraventions!**

I include some Trade Practices Act sections; each is followed by Telstra's contravention!  
(CSG 2000 and TCPC 2007 Publications are also referred to)

#### **TPA 55A**

Telstra staff misled me as to the characteristics and suitability of the service.

#### **TPA 53**

Goods and services did not have the performance characteristics described by Telstra staff.

#### **TPA 74**

Due care was not taken in materials installation.

**Telstra charged and received full price for the faulty service that also failed 55A, 53 and 74 of the TPA. Signing Telstra's Release and Indemnity was the only option given to recoup any losses, whilst some of Telstra's supposed described events are erroneous and Telstra has indemnity against said events, effectively resulting in a waiver of my protection and rights in contravention of the CSG 2000 (Part 5) 29-30 if I failed to fulfill any of Telstra's document obligations, in such event recouped loss is forfeited.**

#### **TPA 60**

Telstra used undue harassment continuing to insist their Satellite service was the cheapest and best option to address the failure of Telstra's ISDN service to suit my requested and stated requirements.

#### **TPA 68**

Telstra's Release and Indemnity with fabricated events within, effectively excludes conditions and the implied warranty of the service if the Release and Indemnity's immoral obligations were not upheld.

#### **TPA Part IVA**

The use of an erroneous Release and Indemnity is unconscionable, especially when considerations for alternative equivalent service availability and price are made and the fact my views were clearly known.

#### **TPA 45**

Telstra's Release and Indemnities limited Settlement to (Telstra services only) and made fabricated claims that I would maintain my ISDN service, my only option to recover any of my losses was to sign the document before Telstra's insisted deadline and fulfill the documents obligations that had the effect of preventing a competitor supplying my service requirements.

#### **TPA 46**

Competitors were effectively unable to provide me a service with the above described contravention of TPA 45 because of the resultant tie up of my funds whilst I tried to regain my rights that were eroded by the actions of Telstra.

#### **TPA 58**

Telstra continued billing me after agreeing at my request to disconnect my line and cease all services in protest of the companies corrupt actions, Telstra was aware of my position and ought reasonably to of been aware of their inability to supply the service charged for, on a communications line that Telstra had themselves disconnected.

**Its pleasing to see the TELECOMMUNICATIONS CONSUMER PROTECTION CODE 2007 publication, at the same time it is disappointing that Telstra's Complaint Handling Processes for me in 2006 did not fulfill any of the publications listed code standards!**

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