

Greg Lehey
47 Kleins Road
Dereel VIC 3352
Australia
27 February 2008

Telstra BigPond® Customer Relations
Prithie Naidoo
Locked Bag 4740
Melbourne, VIC 3001
Fax 1 800 507 895

Account BP03260675, your reference 1-113133439

Dear Prithie,

Thank you for your letter of 25 February.

I cannot follow your reasoning why you do not wish to refund the cost of the modem. You sold me a modem and promised a service. You have not delivered this service. You have not even acknowledged the problem in anything you have written, let alone undertaken to try to fix it. As a result of this, you are in breach of contract.

Your mention of the usage figures is strange for a number of reasons:

- They ignore my proof that they are incorrect. As I wrote in my complaint of 27 January,

On 24 January 2008 both the web site and the display window on the Microsoft machine showed a slow increase in downloaded data. The web site, but not the display window on the Microsoft machine, also showed a slight uplink traffic. I used the *wireshark* program to investigate the traffic and found that there was none whatsoever. I am convinced that there is a bug in your accounting software which counts non-existent traffic, possibly traffic used in maintaining the link.

- They do not match what I see. You state that I have used “over half GB” this month. In fact, I have not used the service at all. Looking at my usage figures on your web site shows that your system has registered a usage of 2.03 GB, obviously the result of the problems I have reported. I am enclosing a printout made this morning. If you have seen other data, it is a further indication of the breakage in your accounting software.
- I cannot see any relationship between data traffic and the refund of the modem cost.

I have found all contact with your company to be excruciatingly frustrating. It seems clear to me that you, like all your colleagues, do not understand my problem, or you are unwilling or unable to fix it. The fact that you continue to talk about “no early termination fees” and “you will lose your email address” all point to this. You have no legal grounds to charge early termination fees: you are in breach of contract. And I will *not* lose my email address (grog@lemis.com), because you have no control over it. I will lose *your* email address google@bigpond.com, which I neither wanted nor used.

I strongly suggest once again that you should refund the cost of the modem. I also repeat my request—which you appear to have ignored—to refund this month's fees. But I find the attempts to communicate with your company so distasteful that I am prepared to accept the cancellation of my service even without this condition.

Please cancel the service with immediate effect, send me a cheque for the sums you are prepared to refund, and confirm in writing that you have done so. If you continue to refuse to refund the cost of the modem, or refuse to refund this month's fees, please supply a better justification.

Sincerely

Greg Lehey