Long-distance service terms

Chazy and Westport Telephone Company, doing business as Chazy and Westport Communications

DRAFT FOR REVIEW - NOT EFFECTIVE

Service, billing, and rates for interstate and international calling.

Services and applicable documents

These proposed terms concern interstate calls between states and international calls between countries, where furnished by C&W. They do not replace state-filed tariffs or local and intrastate telephone terms. Mobile calling is subject to the mobile plan and its separate terms.

A service order must identify the provider, plan, rates, billing increments, applicable charges, and any term commitment before service begins. A contract naming a separate legal entity cannot be transferred merely by changing a website name. Applicable law and tariffs control where required.

Orders, changes, and cancellation

The account holder or authorized representative may request service, a change, or cancellation through customer service. Provide the account, service affected, contact information, and requested date. We will authenticate the request and confirm the arrangement. Service depends on facilities and destination availability.

Monthly service continues until cancelled under the applicable agreement. Cancellation does not remove valid charges already incurred. Any minimum term, early termination charge, equipment-return obligation, or special installation charge must be disclosed in the accepted order; this draft does not add one. Contact us before cancelling if you intend to transfer a telephone number.

Use and customer responsibilities

Use the service lawfully, protect access codes and connected equipment, and promptly report suspected fraud. The Acceptable Use and Illegal Robocalling policies apply. Connect only compatible equipment that does not damage facilities or interfere with service. A customer is responsible for authorized orders and usage, subject to statutory protections for unauthorized charges.

How calls are measured

For the legacy per-minute plans described in the published schedule, completed calls have a sixty-second minimum and are rounded upward to sixty-second increments, unless the applicable order states otherwise. Unanswered or busy calls should not be charged; report an apparent error so it can be investigated. International destinations, mobile termination, and special numbers may have different rates and availability. Obtain a destination-specific quote before calling.

Historical schedule requiring confirmation

The figures below are copied from the published September 1, 2020 schedule solely for company review. They are not represented as current offers, newly approved rates, or a replacement tariff.

Basic Plan: residential and business direct-dial interstate calls, $0.06 per minute.

Calling Plan A: $4.95 monthly fee per line plus $0.06 per minute for residential and business direct-dial interstate calls.

800 service: $40.16 establishment charge, $10.00 monthly subscription, and $0.06 per minute of incoming usage.

Directory assistance: $1.25 per request. Returned check: $45.00 per occasion in the legacy schedule, subject to confirmation of legality and applicability.

International calling: the old schedule does not publish destination rates. Contact C&W for the applicable rate before ordering or calling. These draft terms do not supply invented international prices.

Bills, charges, and deposits

Pay undisputed charges by the due date shown on the bill. Bills should distinguish government taxes from provider-imposed charges. Any late charge, returned-payment charge, deposit, or restoration charge must be disclosed and permitted by the applicable agreement, tariff, and law. No charge is created merely by listing it in this draft.

The legacy agreement permits a deposit of up to three months of estimated charges, with legally required interest and application or return of the remaining balance after final settlement. The company must confirm whether that provision applies to the actual C&W offering and customer class before adoption.

Billing questions and disputes

Contact us promptly with the bill date, disputed amount, and reason for the dispute. Continue paying undisputed amounts. We will investigate and explain any adjustment or amount still due. The legacy document refers to a sixty-day reporting period and a fifteen-day payment period after a decision; these must not be used to cut off a longer statutory or tariff right.

This draft resolves the old document's contradictory treatment of disputed amounts by preserving applicable dispute protections. Do not assess late fees on a disputed amount where prohibited. Customers retain access to applicable regulatory complaint procedures.

Interruptions and credits

Report a service problem promptly. For qualifying interruptions in provider facilities, the legacy agreement provides a proportional credit against affected fixed monthly charges based on the interruption period and a thirty-day month. Customer-caused problems and equipment outside the provider's responsibility may be excluded where lawful. Applicable tariff or legal credit rights are not reduced by this draft.

Service can be affected by power, equipment, network, weather, or other failures. These long-distance terms are not a substitute for the emergency-calling and backup-power notices for the particular telephone service.

Restriction and termination

C&W may act against fraud, illegal use, harmful interference, or a material service-agreement violation, subject to required notice, an opportunity to resolve the matter where required, and applicable disconnection protections. Nonpayment procedures must follow the customer's governing tariff and law. An emergency affecting the network may require prompt action. This draft does not permit disconnection solely because a customer asserts a lawful billing dispute.

Changes, responsibility, and governing law

The proposed standard is at least thirty days' advance notice of material rate increases or changes, or any longer notice required by law, tariff, or the accepted agreement. Legally required notice for taxes and government charges remains applicable. The former conflicting fifteen-day and thirty-day change periods are not carried forward.

Liability limitations, warranties, indemnification, collection costs, assignment, and remedies must be reviewed against the actual service and applicable law before these terms are adopted. This draft does not impose a new jury waiver, arbitration agreement, broad indemnity, or liability cap. New York law and applicable federal law govern, subject to controlling tariffs and mandatory customer protections. A provision that cannot lawfully apply does not eliminate those protections.

Contact C&W

Questions? Contact customerservice@chazywestport.net, call Westport at 518-962-8211 or Chazy at 518-846-7111, or write to 2 Champlain Avenue, Westport, NY 12993. Do not email passwords, full payment-card numbers, Social Security numbers, or sensitive records.

References and resources

New York Department of Public Service

FCC consumer complaints

Before this draft takes effect

Not ready for adoption: verify the actual carrier of record, current plans/rates, applicable tariffs, taxes, deposits, late/returned-payment charges, credits, cancellation and liability clauses. Historical rates below are explicitly unconfirmed.