

# SERVICE APPLICATION FORM



## 1. Customer

## 2. Phones

## 3. IP Service

## 4. Mobiles

## 5. Internet

## 6. Payment

## Business Customers

Legal Entity

Trading As

ACN

ABN

Years Trading

First Name

Surname

Position

PO Box/Suite

Unit Number/Level

Street Number

Street Name

City/Suburb

State

Postcode

## Billing Address (if different from above)

PO Box/Suite

Unit/Level Number

Street Number

Street Name

City/Suburb

State

Postcode

Telephone

Mobile (04)

Fax

Email

Desired Online Password

## Declaration

I (the Customer) apply to Caretel for the supply of Telephone Services for the service numbers listed in section 2 and or for the supply of Mobile services for the service numbers listed in section 4 and for the supply of internet services as specified in section 5 and for the supply of any equipment related to the provision of any of these services as specified in this Application. I acknowledge that: Telephone Services and or Mobile Services and or Internet Services are provisioned subject to the Standard Customer Agreement and or Summary Customer Agreement which is a standard form of agreement for the purpose of Part 23 of the Telecommunications Act 1997 (Cth) as filed with the Australian Communications Authority from time to time. By signing this Application I agree that I have been given the opportunity to read, or I have read, and agreed to abide by the terms and conditions set out in the Standard Customer Agreement and or Summary Standard Customer Agreement: This Application is deemed accepted by Caretel at the time my Telephone Services or Internet Services are activated or for Mobile Services at the earlier of the time my mobile Services are activated or my SIM card is delivered; For Telephone Services, if I agree to a minimum term contract, under section 2 of this agreement, then early termination charges will apply if I terminate during that minimum term. Early termination charges will be as specified in section 2 of this agreement.

For Mobile Services, if I agree to a minimum term contract, under section 4 of this agreement, then early termination charges will apply if I terminate during that minimum term. Unless otherwise stated in section 4, the early termination charge is calculated by totaling the minimum monthly spend plus any additional monthly handset costs and multiplying this total figure by the remaining months left of the minimum term. For Internet Services, if I agree to a minimum term contract, as specified in section 5 of this agreement, then early termination charges will apply if I terminate during that minimum term. Early termination charges will be as specified in Section 5 of this agreement by executing this application the signatory warrants that the signatory is duly authorized to execute this application on behalf of the customer set out in Section 1. Important notice: If you are residential customer, a sole trader or partnership in NSW or a customer in the Northern Territory you are entitled to rescind (i.e. cancel) the contract you made at any time within the 5-business day cooling off period for NSW (that ends 5 clear business days from Application) and 10-calender day cooling off period for Northern Territory (that begins on the day we accept this Application), by sending a cancellation notice.

Prior to accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You consent and acknowledge that you: Understand that the (Section 18(E)(1) Privacy Act 1988) allows us to give a credit reporting agency certain personal information about you; The information we disclose to a credit reporting agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown as intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonored more than once; Agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for all purposes of assessing your application and assisting in collecting overdue payments and to our obtaining information about your commercial activities or commercial credit worthiness (Section 18L (4) Privacy Act 1988) from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you; Agree to our giving to and obtaining from any credit provider named in your Application or in a credit report (Section 18N Privacy Act 1988) on you issued by a credit reporting agency, information about your credit arrangements for the purpose of assessing your Application, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit worthiness; and Understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other. **All prices are ex GST.**



## Privacy & Spam

We will collect personal information about you or information about your company, including but not limited to your electronic contact details such as email address and telephone service numbers. If you would prefer that we do not use your personal information and/or business information for direct marketing and/or for sending commercial electronic messages, as denied under the SPAM ACT 2003, please check this box

☐

## Service For

☐

Phone

☐

IP

☐

Mobile

☐

Internet

## Your Signature

Authorised Representative Signature

Authorised Representative

Position

Date

## Office Use Only

CHECKLIST:

☐

Signature (All Pages)

☐

Drivers License (Front & Back)

☐

Terms & Conditions

☐

Current Provider Bills

☐

Rate Plan

Account Number

Dealer/Referring Name

Dealer Code/Referring Account Number

Additional Comments



## 1. Customer

## 2. Phones

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## 4. Mobiles

## 5. Internet

## 6. Payment

## Services

Churn	New	Service Type	Churn	New	Service Type
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

☐ No Contract  
☐ 12 Months  
☐ 24 Months  
☐ 36 Months  
☐ 48 Months  
☐ 60 Months

ISDN Number Range  From  to  ISDN  Current Provider

Early Termination Fee or Calculation

Special Terms

## Inbound Services

New	Port	Service Number	Answer Point	Setup Fee	Monthly Fee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	\$	\$

Wholesale Carrier Name

Wholesale Carrier Account No.

## Transfer Authority

I, the authorised signatory, have responsibility for dealing with telecommunications matters and am authorised to sign this transfer authority and make the changes to the services listed in section 2 above and agree that the telephone service number(s) under the accounts identified in section 2 above are to be transferred to Caretel. I acknowledge that the service numbers provided in section 2 above are correct and correspond to the service numbers I require to be transferred to Caretel. A porting charge may apply for each 13, 1300 or 1800 service number. There may be consequences from the transfer arising from my existing telephone contract and it is my responsibility to check the terms and conditions of any existing contracts relevant to the services being transferred. Caretel may choose my carrier. I acknowledge that I may surrender all incentives and benefits with my current telephone company (e.g. Discount plans, charity concessions). Caretel can ask my current telephone company to release me. I authorise Caretel to sign on my behalf and in my name forms of authority to my current Supplier to transfer my services into my name. The telephone service number(s) will remain active with my current telephone company until the transfer is effective. I will be solely responsible to Caretel for all charges incurred by me on the service numbers I have provided to Caretel for transfer to them, after the date the transfer is effective. I understand I will still be responsible to my current telephone company for any charges which are incurred and/or billed up to the date the transfer is effective. I will contact my current telephone company in relation to providing service and any faults until the transfer is effective. **All prices are ex GST.**

## Your Signature

Authorised Representative Signature

Authorised Representative Name

Position (Business Customers)

Date



## 1. Customer

## 2. Phones

## 3. IP Service

## 4. Mobiles

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## 6. Payment

## Service

Churn	New	Service Type	Churn	New	Service Type
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

- ☐ No Contract
- ☐ 12 Months
- ☐ 24 Months
- ☐ 36 Months
- ☐ 48 Months
- ☐ 60 Months

ISDN Number Range  From  to  ISDN  Current Provider

Area Code  PSTN Number on Site (used for checking purposes only)

Site Contact Name  Site Contact Phone Number

Please select one box only from below and data speed if necessary (cross box)

☐ IP Tail only
 ☐ 2Mb
 ☐ 4Mb
 ☐ 24Mb

**Note:** Digital Line is subject to availability and distance from exchange.

## Terms &amp; Conditions

We will supply your Digital Line service from the date the installation takes effect (we will notify you when that happens); you will pay for all charges associated with the service from the date this successful application takes effect; We may refuse or cancel your service on the basis of its credit assessment of you. If you require ongoing technical support for your Digital Line modem you will need to contact support for us there is no guarantee that the service will be able to be implemented due to infrastructure limitations in some areas with exchange lines, distance from the exchange, however we will be transparent about the application. you acknowledge that we depend on other suppliers to provide the Digital Line service and the ability us as supplier to provide the Digital Line service to you may be affected by other suppliers, which is beyond the control of us. You realize that there will generally be no Telephony Component to the Unbundled Local Loop line which we bring in for this Digital Line service. Also there will be no Value Added Services on this ULL line such as Call Forward, Voicemail, Line Hunt, CLI blocking, silent number, White pages listing, etc. You agree to waive the Customer Service Guarantee which states that we install the service within 5 days of application. Since the service will typically be installed 14-21 days after application, this effectively must be waived. We are obliged to offer you something since this cannot be met, and this will be a static IP address. The term of the agreement is for 12 months. Please ensure that for MDU (greater than 3 floors or 10 unit dwellings with multiple offices) installations, you need to be aware that all internal wiring must be in place and in working order prior to the Caretel Contracted Technician attending. The Caretel Contracted Technician will only jumper the service from the A side to the B side of the MDF and not connect any wiring considered CPE such as IDFs or wall sockets. There must be a complete circuit from the premises to the MDF for the technician to connect to. You must also ensure that you are present during the agreed appointment time. If you need extra help with cabling we can arrange contractors to cable from MDF through to your office socket for an extra charge. Installation fee is \$250 + GST.

**Your Agreement:** By signing this form, you agree as follows: you are the account holder of the PSTN phone line service(s) listed above, or are authorised by the account holder to authorise this service application; the information provided in this form is true and correct; and you have read and understood the terms of this application

**Our Suppliers:** You consent to us providing your personal information to our suppliers for the purpose of providing you with the service.

**Other Information:** We will notify you that the provision of your Digital Line service has been completed within 10 working days of the transfer taking place. Modem devices are not supplied as standard and this will need to be discussed with us. We can provide a modem if needed – quote and specs will be provided on application; Your information will be kept private and confidential

**Confirmation:** I certify that I have the authority as lessee of the telephone numbers listed on this form, or as the authorised agent for the lessee, to request porting of these telephone numbers to Caretel and that I, or the lessee (as the case may be), do not have a contractual obligation with another carrier or service provider, relating to these telephone numbers. I understand that if Cartel is not able to support my current long distance preselection choice, my long distance service will default to Caretel Service Provider. At present Caretel, has entered into arrangements to support a preselection choice in favour of a limited number of carriage service providers. I request that Caretel port the telephone numbers listed and understand that porting will result in disconnection of these telephone numbers from our current carrier and finalisation the current account(s) for these telephone numbers. I indemnify Caretel against any loss or damage it may suffer as a result of any information included in this form or the above certification being incorrect. I also authorise Caretel to obtain from my current carrier service details to facilitate this port for services at the sites listed in Customer 1 Section.

\*All are ex GST.

## Your Signature

Authorised Representative Signature	Authorised Representative Name	Position (Business Customer)	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



## 1. Customer

## 2. Phones

## 3. IP Service

## 4. Mobiles

## 5. Internet

## 6. Payment

## Services

New	Port	Mobile Number	Term	Monthly Fee	Include Value
<input type="text"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	months	\$	\$
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## Mobile Number Porting Authority

Mobile Number	Current Service Provider	Account Number	Date of Birth (if Pre-paid)
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## Special Terms

\*Porting hours: 8am to 8pm Mon-Fri and 9am to 5pm on Sat (AEDST/AEST), except national public holidays. Porting must take place within 30 days of the authorisation date on this form. I authorise: The above mobile service numbers to be ported to Caretel the mobile service numbers listed above, the identity of my new service provider (Caretel) and network type to be disclosed to other network providers and portability service suppliers for the purpose of complaint handling, network fault management, and the routing of calls and SMS messages to my mobile service number after porting activity has taken place. A nominated representative of Caretel (acting in good faith) to complete and sign a new MNP Customer Authorisation for the purposes of carrying out the port to Caretel in circumstances where this MNP Authorisation expires, additional details are to be added, editing or deleting details are required. A nominated representative of Caretel (acting in good faith) to complete any blank spaces, missing or incomplete information on this MNP Customer Authorisation on my behalf.

I acknowledge and agree that: I am authorised to request the porting of the mobile service numbers listed on this form. I have been advised that by porting the mobile service numbers listed on this form, the service and/or related services associated with that number may or may not be disconnected from the existing mobile service provider, and may result in finalisation of the account. The Authorisation Date is the date I signed this MNP Customer Authorisation. This MNP Customer Authorisation is valid for 30 days from the Authorisation Date. There may be costs and obligations associated with my existing mobile service and with porting my mobile service numbers. I may or may not have an existing contract with my existing mobile service provider; and my current contract may or may not include an obligation to make an early termination payment to my existing service provider. **\*All prices are ex GST.**

## Your Signature

Authorised Representative Signature

Authorised Representative Name

Position (Business Customer)

Date



## 1. Customer

## 2. Phones

## 3. IP Service

## 4. Mobiles

## 5. Internet

## 6. Payment

## Broadband (DSL)

☐ New Service Set-Up Fee \$159.98☐ Transfer Existing Service Transfer Fee \$109.59

Existing Provider Name

Telephone Number for DSL Service (Inc area code)

- ☐
- No Contract
- 
- ☐
- 12 Months
- 
- ☐
- 24 Months
- 
- ☐
- 36 Months
- 
- ☐
- 48 Months
- 
- ☐
- 60 Months

## Address to Connect Service (If different from Section 1)

PO Box/Suite

Unit Number/Level

Street Number

Street Name

City/Suburb

State

Postcode

Plan	Usage Quota	Access Charge	Shaping Speed	(Tick one box)
Small Business Grade	30 GB	\$69.99	128/128k	<input type="checkbox"/>
Business Grade	50 GB	\$79.99	256/256k	<input type="checkbox"/>
Heavy Business Grade	100 GB	\$89.99	256/256k	<input type="checkbox"/>
Premium Business Grade	Unlimited	\$99.99	N/A	<input type="checkbox"/>
Business Bundle	Unlimited Bundle	\$65.95	N/A	<input type="checkbox"/>

Modem Required

☐

Yes

☐

No

Desired Password

Modem Model

Modem Price\$

**Modems:** DSL broadband requires a modem which can be purchased as part of your connection and is yours to keep. If you have an existing modem you are responsible for re-configuring the modem to enable your DSL service to operate. We cannot guarantee that your existing modem will be compatible with our DSL service.

**Data usage:** \*Both upload and download data is measured but only download data is chargeable (where applicable) or counts towards your Acceptable Usage Policy (AUP) limit.

**Acceptable Usage Policy:** Fair use policy applies. All services are shaped to 128kbps/128kbps at the usage levels indicated above. Caretel reserves the right to take any action required to prevent use of this service for illegal purposes including piracy & copyright infringement.

**Supply of Broadband Service and Charges:** Once Caretel has received acknowledgement of your line being DSL compatible, you will be charged the full set-up fee if applicable. If we cannot supply the service, you will not be charged. Upon confirmation of your line being DSL enabled, your service will be activated and monthly billing will commence. Future changes in speed, to your telephone line or to your address may incur additional charges. \* Early Termination Fee or Cancellation \$499.00. \* All prices stipulated above are ex GST.

Special Terms for DSL Broadband

## Your Signature

Authorised Representative Signature

Authorised Representative Name

Position (Business Customer)

Date



## Direct Debit Request (form Credit/Debit Card or Bank Account)

☐ Direct Debit from Credit/Debit Card

Card Type:

☐

Visa

☐

Mastercard

☐

Amex

☐

Diners

☐

Bankcard

Card Number

Expiry Date (MM/YY)

Cardholders Name (as on card)

CVV Code (Back of Card)

☐ Direct Debit from Bank Account

Name of Financial institution

Account Name

BSB Number

Account Number

☐ Direct Debit Schedule

Commencement Date

Day to Process Direct Debit each Month (e.g. 12th)

I/we authorise and request Caretel to debit the account indicated above for any outstanding amount shown on the bill on the due date each month

## Your Signature

Authorised Representative Signature 1

Authorised Representative Signature 2

Authorised Representative Name 1

Authorised Representative Name 2

Position (Business Customers)

Date

Position (Business Customers)

Date

**Our commitment to you:** This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Caretel and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

**Initial terms of the arrangement:** In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for telecommunications and associated services.

**Drawing arrangements:** The first drawing under this Direct Debit arrangement will occur on the due date of your first bill from us on or after the commencement date you have agreed to above. If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the previous business day preceding the scheduled drawing date. We will give you at least 14 days notice in writing or some other means of your choice when changes to the initial terms of the arrangement are made. This notice will state any changes to the initial terms. If you wish to discuss any changes to the initial terms please contact our customer service team during business hours on 1300 39 69 79 or via e-mail at [accounts@caretel.com.au](mailto:accounts@caretel.com.au).

**Your rights:** Changes to the arrangement: If you want to make changes to the drawing arrangements please contact our customer service team during business hours on 1300 39 69 79 or via e-mail at [accounts@caretel.com.au](mailto:accounts@caretel.com.au). These changes may include: deferring the drawing; or altering the schedule; or stopping an individual debit; or suspending the DDR; or canceling the DDR completely.

**Enquiries:** Direct all enquiries to us, rather than to your financial institution, and these should be made at least 10 working days prior to the next scheduled drawing date. All communication addressed to us should include your 6 digit customer account number. All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account. If information will not be kept confidential, you may wish to explain how, why and to whom this information will be made available to.

**Disputes:** If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our customer service team during business hours on 1300 39 69 79 or via e-mail at [accounts@caretel.com.au](mailto:accounts@caretel.com.au). Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them. If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim within 5 business days (for claims lodged within 12 months of the disputed drawing); or within 30 business days (for claims lodged more than 12 months after the disputed drawing). You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

**Your commitment to us:** It is your responsibility to ensure that your nominated account can accept direct debits (your financial institution can confirm this); on the drawing date there is sufficient cleared funds in the nominated account and you agree to advise us if the nominated account is transferred or closed. If your drawing is returned or dishonored by your financial institution, we will contact you to arrange an alternative method of payment. Late payment fees may apply. Any transaction fees payable by us in respect of the above will be added to your monthly bill from us. **\*All prices are ex GST.**





# Terms & Conditions

## 1. INTERPRETATIONS

- (I) In these conditions unless the context otherwise requires "Agreement" means the agreement between Caretel and the customer for the service of the equipment evidenced by the purchase order. "Customer" means the person named and described as the customer in the purchase order. "Delivery Date" means the date of Service at the premises set out in the purchase order. Equipment means the equipment described in the purchase order. "Caretel" means the telecommunications company who provided you with the service or equipment. "Premises" means the premises at the address for the service delivery set out in the purchase order. "Purchase order" means the purchase order set out on the front or attached to these conditions; and Purchase Price means with respect to any piece of Equipment, the price set opposite the description of that piece of Equipment in the purchase order and with respect to all of the Equipment, the aggregate of those prices.
- (II) Headings are for reference convenience only and shall not affect the interpretation of these conditions.

## 2. SERVICE

- (I) Caretel hereby offers to the customer and the customer hereby accepts from Caretel for the price as stated upon the Purchase Order overleaf.
- (II) The customer shall pay the service charge on the day the service is performed.
- (III) The receipt of a deposit by Caretel from the customer is not refundable except under the following conditions.
- A) Written cancellation of the service call by Caretel
- B) Written cancellation of the service call by the customer, which must be received (2) days prior to the date of the service (Caretel will deduct the cost of any purchase made to effect that service.)

## 3. SERVICE DELIVERY AND INSTALLATION

- (I) Caretel shall use all reasonable endeavors to deliver the service to the premises by the promised date. If the purchase order indicates that service of the Equipment is to be carried out by Caretel, Caretel shall use all reasonable endeavours to:
- a) Provide the service at the premises by the delivery date, and
- b) Arrange for re-constructions of the equipment installed at the premises to the public switched telephone network at the premises for the installation charge set out in the Purchase Order subject to sub-clause (4) of this clause
- (III) The customer shall, at its cost ensure that:
- a) There is sufficient space and power at the premises which in the opinion of Caretel is necessary for that service of the equipment; and
- b) There are sufficient points at the premises necessary for the installation and operation of the equipment.
- (IV) If the service site at the premises requires any special or unusual preparatory work; or if due to the nature of the site, service involves any special or unusual procedures or work, or if there are any circumstances regarding the service and operation of the equipment at the site of which Caretel was not aware before the date acceptance of the Purchase Order, Caretel may charge the Customer in addition to the service charge set out in the Purchase Order a reasonable charge relative to the skill time and effort involved and a reasonable charge for any special materials, supplies or equipment provided in connection with the installation of the Equipment. Main equipment must be installed within twelve (12) meters of the main Distribution Frame.
- (V) If the service is not provided to the premises within seven days from the purposed Date, the customer may terminate this Agreement by giving to Caretel written notice of the termination at any time within (2) days from the expiration of that seven-day period (but not thereafter) and;
- a) Caretel shall refund to the customer any money paid by the customer to Caretel under this Agreement;
- b) there after neither party shall be under any liability to or shall have any right or remedy against the other than the respect of any antecedent breach of this Agreement unrelated to delivery or installation.

## 4) WARRANTY

THE BENEFITS CONFERRED BY THIS CLAUSE ARE IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES IN RESPECT OF THE EQUIPMENT AND INSTALLATION THEREOF WHICH THE CUSTOMER HAS UNDER THE TRADE PRACTICE ACT AND SIMILAR STATE AND TERRITORY LAWS.

- (I) If a defect in any of the service element occurs as a result of defective materials, defective workmanship Caretel at any time within three months after the date of such service to the premises, Caretel shall as soon as reasonable practicable (it being acknowledged by the customer at least thirty-seven days will be required), repair or replace, at its absolute discretion the defective equipment, free of charge and in carrying out its obligation under its sub-clause may use reconditioned or reworked parts to replace defective parts.
- (II) Except for the condition contained in sub-clause (1) of this clause and except of implied conditions and warranties relating to the supplies of goods and services which can not be lawfully excluded all conditions and warranties to the supply of equipment or installation therefore including, without limitation, conditions and warranties regarding correspondence of the equipment or installation thereof with any description, sample or demonstration of the merchantability, fitness for purpose, performance, ability or quality of the equipment are installation thereof or nearby expressly excluded.
- (III) Caretel shall not be liable for any loss or damage suffered by the customer in anyway relating to or arising from this agreement (including loss or damage arising from negligence of, or contributed to by Caretel other than as set out in sub-clause one (1) of this clause or unless resulting directly from breach by Caretel of a condition or warranty implied in this Agreement.
- (IV) If liability for breach by Caretel of a condition or warranty implied in this agreement may be limited, Caretel and the customer hereby agree that Caretel's liability shall be limited to the extent permitted and if liability may be limited in anyone or more ways Caretel and the customer hereby agree that Caretel liability shall be limited in anyone of the permitted ways chosen by Caretel in its absolute discretion.
- (V) Caretel shall not incur any liability under sub-clause one (1) in respect of any equipment in the following circumstances:
- a) If the equipment is peripheral to or used in connection with the equipment including and wiring at the premises.
- b) If the defect is contributed to or caused by any improper usage of the equipment for purposes other than that for which the equipment was designed or intended.
- c) If the defect occurs wholly or partly as a result of any act or omission by the Customer or any person other than Caretel.
- d) If any equipment is not installed by Caretel or, if installed by Caretel has been tampered with or altered in any way or repaired by the customer or any person other than Caretel.
- (VI) If the equipment or any part thereof is replaced by Caretel under this agreement, all of the right, title and interest in and to the replaced equipment or parts thereof shall vest in Caretel upon it so being replaced.

## 5. RISK

- (I) The Customer shall on and from the date of Delivery of the service to the Premises bear the risk of any loss of or damage to the Equipment and carry taxes or charges imposed on or relating to the Equipment what so ever and how so ever arising.
- (II) If the customer has signed an agreement with our dealer who has done a finance agreement on behalf of the customer. The dealer will be sent an invoice on behalf of the customer. If the dealer default on the payment, an invoice will be sent to the customer to pay their invoice, if payment is not received within 30days from the date of the invoice. The phone lines will be suspended and legal actions will be taken towards the customer.
- (III) Caretel does not have any agreement with any finance company in bundling equipment with call credits. If the customer has signed any kind of finance bundling with our dealers, it is up to the customers to deal with the dealer in regards to equipment, finance & call credits.

## 6. INTEREST

If the customer fails to pay any money under the Agreement to Caretel when due for payment, a late fee of \$150.00 and interest at the Default Rate of 9% per annum on the unpaid money shall accrue daily from the due date of payment until payment is made and shall be payable by the Customer to Caretel upon demand.

## 7. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in respect of the service and re-installation of any Equipment and all prior agreements, representations, statements negotiations and undertakings, whether oral or written are superseded hereby.

## 8. SEVERANCE

- (I) If any provision of the Agreement shall be found to be invalid, illegal or unenforceable but would not be so if it were read down, it shall be read down accordingly.
- (II) If any provision of the Agreement shall be found to be invalid, illegal or unenforceable and is not capable of being read down so as not to render it invalid, illegal or unenforceable but would not be invalid, illegal or unenforceable if certain words were omitted, those words shall be omitted.
- (III) If any provision of the agreement shall be found to be invalid, illegal or unenforceable and is not capable of being read down or certain words of which are not capable of being omitted so as not to render it invalid, illegal or unenforceable, the provision shall be severed here from and the Agreement shall be construed as though such provision was not contained in the Agreement and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

## 9. ASSIGNMENT

Neither party shall assign any of its benefits or rights under the Agreement without the prior written consent of the other party.

## 10. AMENDMENT

No amendment to the Agreement shall be effective unless it is in writing and signed by the parties.

## 11. WAIVER

- (I) No waiver by a party of the Agreement shall constitute a waiver of any other or subsequent breach.
- (II) No delay by a party to enforce any right under the Agreement shall constitute a waiver of the right or the breach giving rise to the right unless under the Agreement a specific time limit is placed on the exercise of the right.

## 12. FORCE MAJEURE

- (I) Where a party is unable, wholly or in part, due to an event not reasonably within the control of that party, to carry out any obligation under the Agreement (other than the obligation to pay any money), the performance of that obligation shall be suspended during the continuation of the event that it is affected by the event.
- (II) The Customer acknowledges that failure by Caretel to obtain equipment from its suppliers is not something reasonably within the control of Caretel.

## 13. NOTICES

Any notice, letter, invoice, demand or other written communication shall be validly given or served on a party if it is sent by pre-paid post or facsimile transmission (if available) to the recipient party at its address for service set out in the purchase order or such other address as it may notify in writing to the other party for the purpose of this clause and any such written communication shall be deemed to have been received by there recipient party, if sent by pre-paid post, on the third business day after the date of posting and, if sent by facsimile transmission, on the next business day after the date of transmission.

## 14. BREACH OF CONTRACT

The customer shall indemnify and shall forever keep indemnified Caretel against any action, suit, proceeding, claim, demand, loss, damage, expenses or cost what so ever and howsoever arising in connection with any breach of copyright caused or contributed by the use of any "music on hold" facility in the Equipment.

## 15. GOVERNING LAW

The Agreement is governed by and shall be constructed in accordance with the law in force in New South Wales and the parties irrevocably submit to the jurisdiction of the courts of that state and any court of appeal there from.

## Your Signature

Signature

Date

