

General Terms & Conditions

Version History

Version	Modification	When	Who
0.1	Initial Document Development	25/08/2015	SC
0.2	Product Terms & Conditions	19/10/2015	SP
0.3	Finalisation of all Policies	27/10/2015	SP
0.4	Internal Review	23/11/2015	SP
0.5	Release of Draft (Prior to Legal Review)	09/12/2015	SP, SC
1.0	Final Version for Release	16/12/2015	SP
1.1	Minor Updates	19/01/2016	SP
1.2	Final Review for Release	22/02/2016	SP
1.3	Updates to Our Customer Terms	13/07/2016	SP
1.4	Review Updates to Our Customer Terms and release	30/11/2017	SP, QD
1.5	Review Updates to Our Customer Terms and release	15/11/2022	ZJ

Our Contract with You

As a customer of ours, these terms and conditions form the basis of our contract with you.

Our contract with you also includes your application/order form(s) or voice recording which you complete and provide to us. We may accept and rely on a facsimile, email or scan copy of the application or order form as if it was an original. You will be bound by a facsimile, email or scan copy of the application or order form as if it was an original.

Our contract with you also includes our currently applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price list are available from us, upon request.

Service Description

Services will be supplied to you through the carriers or networks ("Carriers") that we nominate in writing from time to time. You agree that we:

- May need to change carriers to continue to deliver service(s) to you. We will notify you such change, including who the new carrier will be in writing, prior to any change being initiated.
- Have your express authorisation to notify any relevant Carrier in respect of and to effect any such change.

We do not warrant that we will be able to supply Services and we are not liable for any failure to provide all or part of any of the Services, but, to the extent and to the standard that Carriers provide Services to us, those Services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our Services to you as soon as we can.

When using the Services, you agree to:

- Comply with all statutes, regulations, by-laws, or license conditions of any government body;
- Not breach any person's rights or otherwise cause us or a Carrier loss, liability, or expense.

Our obligations to provide the Services ceases when we transfer your account to another supplier and the other supplier takes over full billing of those services.

Charges and Payments

You agree during the term of this agreement:

- To be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices.
- If our charges are exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges; and
- To pay accounts for all of those charges (including taxes) by the date specified in the account ("Due Date").

If you dispute in good faith an amount in the account, you must notify us in writing within seven days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the whole amount of each account by the Due Date.

If you do not pay your account by the Due Date, then we may charge a late payment fee of onto your invoice and suspend all or part of your Services pending payment of outstanding amounts on the account. Nothing in this clause affects our rights to terminate this agreement under our termination of agreement clause.

If you do not pay the account by the Due Date, we also reserve the right (at our discretion) to adjust the prices you pay for the Services.

If you direct us to transfer any of the Services to another supplier, you will pay to us on receipt of an account under our normal payment terms:

- All of our accounts up until the time we stop providing the Services; and
- All other proper charges that we become aware of after the date of transfer that relate to the Services we provided to you.
- Any Early Termination charges or fees associated with the cancellation of your service.

Payments are collected by Us, IT & Telco Solutions (also known as Expert Telecommunications). ABN: 17 167 627 376

Costs of Recovery

You agree that the debtor/s (you) shall pay for all costs actually incurred by us, IT & Telco Solutions, in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify IT & Telco Solutions. These costs include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

GST

In this clause, an expression within a pair of asterisks means the same thing as in the GST Act.

Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', 'exclusive of GST', '+ GST' or similar.

Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any taxable supply for which that amount is paid. Otherwise:

- The consideration payable by you represents the value of any taxable supply for which payment is to be made.
- If we make a taxable supply for a consideration, which represents its value, then you must pay immediately the amount of any GST payable in respect of the taxable supply.

If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount you must pay, reimburse or contribute will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under this clause.

We may recover any GST payable under this clause in the same manner as our charges.

If the GST rate is changed per the GST Act, our rates to you will reflect the changes in GST.

Amendments to Terms and Conditions

We may vary, alter, replace, or revoke any of these terms and conditions effective upon the expiry of 14 days written notice from us. We may interpret your ongoing use of the Services after that date as constituting your acceptance of the variation, alteration, replacement, or revocation.

Transfer of Services

When you transfer any services ("Transferred Services") from a Carrier, a telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the time of signing this agreement ("Current Supplier") to us, you authorise us to sign on your behalf and in your name any forms required by the Current Supplier to transfer the Transferred Services as we direct.

You also agree to immediately pay to the Current Supplier any amounts owing for the Transferred Services up to the date of the transfer.

Limit on Liability

We do not exclude or limit:

- The application of any provision of any statute (including the Competition and Consumer Act 2010 (CCA), the Privacy Act 1988 or the Telecommunications Act 1997 where to do so would contravene that statute or cause any part of this clause to be void; or

- Direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard of the consequences of the act or omission).

Except where the above clause applies, we exclude all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential, or indirect losses, expenses, damages, and costs incurred by you, arising out of, or relating to the Services, any failure to supply or delay in supplying the Services or out of or relating to this agreement.

Including, but not limited to, liability for gross negligence and except to the extent of above clauses, we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.

We are not liable to you for any delay in the connection or failure in the operation of the Services.

You acknowledge that any liability of any Carrier to you in relation to the Services is governed by the terms and conditions on which that Carrier from time to time supplies that service to its own retail customers.

Termination of Agreement

We reserve the right to charge to you an administration fee, termination fee or any other charges incurred by us in providing this service to you if you terminate this agreement prior to the full contract term. The details on how the cancellation/early termination charges are calculated are provided in the applicable product section of this document.

We may immediately terminate this agreement by written notice at any time if, without our prior written consent: you breach any term or condition of this agreement; a receiver or receiver and manager is appointed over any of your property or assets; a liquidator or provisional liquidator is appointed to you; you become bankrupt; you enter into any arrangements with your creditors; you assign or otherwise deal with your rights under this agreement; you cease to carry on business; or there is a material change in your direct or indirect ownership or control.

Please note that this service may be restricted and/or cancelled if you fail to pay your bill or are abusive to our staff.

We may also immediately terminate this agreement at any time by written notice if the Carriers cease to provide necessary services to us.

If we terminate this agreement in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that:

- The Carrier may not be able to make those arrangements immediately; and
- Once the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions and the Carrier will bill you accordingly.

Information

Without limiting our Credit Check clause, you agree to provide us with any information we request in connection with us providing the Services to you under this agreement.

You authorise and consent to the following:

- Our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary.
- Our exchanging with Carriers all information about you and the Services provided to you in our possession or control including, but not limited to, your name, billing address, street address, relevant telephone numbers, any information obtained by us for the purpose of your application and this agreement.
- The Carrier exchanging with us any information in the Carrier's possession or under its control in relation to the Services including, without limitation, all your records and, in particular, Exchange line details, account information, call charge records and call event records; and
- Our and the Carrier's use of the information referred to in above clauses.

Assignment

Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

Warranty of Authority

Any persons signing this agreement on your behalf warrant that they have full power and authority to bind you in respect of this agreement.

Miscellaneous

Any notice, demand, consent, or other communication required to be given to either party must be delivered personally or sent by prepaid mail or by facsimile to the address of the other as last notified.

Our agreements shall be governed by and construed in accordance with the laws of the State or Territory of Australia wherein the Services are connected, and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State or Territory of Australia.

Our agreements contain yours and our entire understanding to the exclusion of any and all prior or collateral agreement or understanding relating to the Services, whether oral or written.

If any part of our agreements is found to be invalid or of no force or effect, Our agreements shall be construed as though such part had not been inserted and the remainder of this agreement shall retain its full force and effect.

Authorised Representative

If you wish to appoint an Authorised Representative to deal with us on your behalf, you may do so.

- Please consider carefully before authorising somebody to make changes to your account. An Authorised Representative you appoint can deal with us on your behalf as your agent (including making a complaint) and;
- if you specifically give them limited rights; has only those rights including any limitations you specify on access to your information; and
- If you do not give them limited rights; has power to act and access information as if they are you.

We may also accept a person who holds an appropriate Power of Attorney or Guardianship Order as an Authorised Representative for a customer. Please forward a certified copy of the Power of Attorney or Guardianship Order to us. We may need to have the documents checked before we can accept the appointment. Please request a copy of the form to add an Authorised Representative from our Customer Service team, should you wish to add an Authorised Representative to your account.

Personal Guarantee

The persons named, and directors of the Company ("the Customer") hereby jointly and severally guarantee to Us:

- Payment of all amounts payable by the Customer under the Agreement on the day and times and in the manner due thereunder; and
- Due and prompt performance and observance of any and all covenants, obligations, terms and conditions on the part of the Customer to be performed or observed pursuant to the Agreement.

This Guarantee will be a continuing Guarantee and will not be released by any partial payment or by any neglect or forbearance on the part of ourselves or any time or other indulgence granted by us to the Customer, nor shall we be required to first demand payment from the Customer as this Guarantee will operate as an independent agreement which is in no way dependent upon the terms of any other agreement. You covenant to indemnify us and keep us indemnified from and against all actions, proceedings, costs, damages, expenses claims and demands whatsoever for or in respect of the non-payment of the said amounts or any part thereof or the breach, non-performance or non-observance of any of the said covenants or conditions of the Agreement by the Customer.

Regulatory Compliance Statement

We are compliant with the Telecommunications Consumer Protection Code (TCP) (C628:2015), which applies to you if you meet one of the criteria below.

- You are an individual who acquires or may acquire a Telecommunications Product for the primary purpose of **personal or domestic use, and not for resale.**
- You are a **business or non-profit organisation** which acquire Telecommunications services from us for business purposes, other than for resale and at the time of entering into a contract you,
 - Did not have a chance to negotiate the terms of your contract with us; and
 - Have or will have an annual spend with us less than \$20,000.

We operate within a complex regulatory environment but remain committed to keeping you informed about key protection measures that exist within the telecommunications industry.

We know that our success depends on the service we provide our customers. If you need further information on anything contained here, please contact us.