

# Application for eXeTeL residential ADSL service



## ADSL Customer Detail And Installation Address

Saluation/First Name:	<input type="text"/>	Last Name:	<input type="text"/>
ADSL Telephone Number:	<input type="text"/>		
Street Address:	<input type="text"/>		
Suburb/Town:	<input type="text"/>	State:	<input type="text"/>
		Postcode:	<input type="text"/>
Contact Phone:	<input type="text"/>	Contact Fax:	<input type="text"/> (Optional)
Contact Email:	<input type="text"/>	Mobile Phone:	<input type="text"/> (Optional)

## ADSL Plan Type

ADSL Plan Type:

## ADSL Modem Options and Modem Accessories

Modem Type:

If you want the modem shipped to a different address to the installation address please complete below:

Receiver Name:	<input type="text"/>	Company:	<input type="text"/> (Optional)
Delivery Address:	<input type="text"/>	Suburb:	<input type="text"/>
State:	<input type="text"/>	Postcode:	<input type="text"/>

## Payment Details - Paid monthly in advance

**Debit My Credit Card** (A surcharge,\$1.10,is added to all monthly access charges when user pays by credit card)

Bankcard  Visa  Mastercard

Card Holder's Name:

Card Number:

Expiry Date:  /  (MM/YY)

**Direct Debit** (Please download a direct debit authority form and fax to Exetel)

Bank Name:

Branch Name:

BSB:

Account Name:

Account Number:

## Agent Code

EXETEL Agent Code:  (Optional)

Signature:

Date: / /

# ADSL Broadband Terms And Conditions

## 1. General

- 1.1 Throughout any Agreement, "Exetel" shall mean Exetel Pty Ltd (ABN 350 979 865 46) of Level 4, 275 Alfred Street North Sydney, NSW 2060
- 1.2 Once an application has been processed and accepted by Exetel, Exetel will supply and the Customer agrees to acquire the Service(s) ("Service(s)") specified in the Schedule(s), on these terms and conditions. To the extent of any inconsistency between these terms and conditions, and any Service(s) Schedule(s), these terms and conditions will prevail. By accepting the supply of Service(s), the Customer accepts these terms and conditions.
- 1.3 The Customer acknowledges that the terms and conditions of this Agreement, including any fees, rates and charges, may be varied from time to time by notification, and without notification if the variation arises because of a change in law or the regulatory environment. Exetel notify changes via this web site and do not send individual customers notification via email or via post.
- 1.4 The Customer agrees to provide relevant details and sign any necessary forms or other documents relevant to a(the) Service(s) it has selected, including any documents necessary to effect a transfer of Service(s) to Exetel, and the Customer authorises Exetel to complete any necessary forms on its behalf.
- 1.5 Exetel shall use reasonable endeavours to provide the Service(s), but it shall not be liable if it is prevented, hindered or delayed from providing the Service(s) for any reason whatsoever.
- 1.6 While Exetel will endeavour to provide Service(s) of a reasonable quality, Exetel does not warrant the quality of the Service(s) nor does Exetel make any claim as to the quality of Service(s) provided by any third party. Exetel does not provide a maintenance Service(s) for the Broadband network delivery system directly and makes no commitments on the time it may take to correct faults that may develop in the line used to connect to Exetel's ADSL service.
- 1.7 Provision of the ADSL Service(s) is conditional on the Customer nominating, and keeping operational, for the duration of the service, a Telstra PSTN line/number, which is capable of being conditioned by Telstra for the purposes of carrying ADSL traffic across the Telstra DSLAM network. If, for whatever reason, the selected line is cancelled/terminated then the ADSL service is deemed to have also been cancelled/terminated.
- 1.8 The Customer agrees that it will not resell or re-supply any of the Service(s) unless it has prior written approval from an authorised Exetel representative.

## 2. Charges and Billing

- 2.1 The Customer must pay to Exetel the charges for the Service(s) plus any applicable GST. The charges for the Service(s) are:
  - (a) the fees, rates and charges that are set out in the relevant Service(s) Schedule(s) (Broadband Application and other applicable documents) and as otherwise notified to the Customer from time to time; or
  - (b) if no charges are set out in the relevant Service(s) Schedule, Exetel's standard corporate fees, rates and charges applicable at the time of supply of the relevant Service(s).
  - (c) the monthly charges are payable for each month of the initial service period and then month by month until the service is cancelled.
  - (d) if the customer cancels the service within the initial service period an early cancellation penalty of \$100.00 will be charged.
  - (e) if the customer moves addresses or changes telephone number, either within or after the initial service period, a new initial service period of six months will commence from the date the ADSL service is activated on the new line/number.
- 2.2 The Customer agrees that, where security is required, it will provide security to Exetel within the requested time and if it fails to do so the Service(s) may be immediately suspended and/or disconnected. If a Service(s) is disconnected, a reconnection fee may apply.
- 2.3 Electronic copy invoices for Access and Installation Service(s) will generally be issued monthly on or before the 24th of the month prior to the month the charges apply to. However Exetel will debit the customer's account/credit card on the following bases:
  - (a) Installation charge debited on advice from Provider of a planned activation date.
  - (b) Balance of first month's access debited on advice from Provider that the service has been activated. The pro rata charge for the first month will be from Provider's confirmed activation date.
  - (c) Subsequent month's access are currently debited one month in advance on, or around, the 24th of the month prior to the month the charges apply to. This date may change if Exetel's suppliers (Telstra and Unwired) change the dates they bill Exetel for DSL services.
  - (d) Any excess usage charges are debited on, or around, the 1st of month following the month in which the excess was incurred
- 2.4 The Customer must pay any bill (including any applicable GST) by its due date without any deductions or set-off. The Customer agrees that if it fails to pay its bill by the due date then the Service(s) may be immediately suspended and/or disconnected
- 2.5 The Customer agrees that Exetel's records are prima face evidence of the Customer's use of the Service(s) and the charges payable.
- 2.6 The Customer agrees to receive or view its bills electronically and it acknowledges that the electronic delivery of its bills constitutes notification of the charges contained in those bills and the due date payable and that Exetel will not issue a paper copy of those bills.
- 2.7 The Customer may elect to have its bills paid by way of a direct debit from an account held by the Customer at an approved financial institution or direct debit from a valid credit card. Changes to direct debit payments may take up to 30 days to be effected. Exetel may charge the Customer a sum of \$25.00 if the credit card or bank account nominated by the Customer refuses the charge when applied for by Exetel.
- 2.8 The minimum wireline monthly bill is \$5.00 for those customers who are 'bundling' their ADSL and wireline services. If the customer's call charges in any one month are less than \$5.00 the bill for that month is rounded up to \$5.00.
- 2.9 In the event the Customer's nominated credit card or bank account defaults on any debit then Exetel may suspend the service until such time as all outstanding charges are paid by the Customer. In the event that the Customer's ADSL service is suspended Exetel will charge a further \$10.00 to reconnect the service.
- 2.10 Where the customer pays monthly access charges using a credit card Exetel will impose a surcharge. Currently the credit card surcharge is \$1.00 per monthly access.
- 2.11 Exetel bills ADSL and wireless services one month in advance. In the event that a user transfers away or cancels their Exetel service no rebate is given for the unused days.

## 3. Liability

- 3.1 The Customer agrees that it will not use the Service(s) for any unlawful or improper purpose and will indemnify Exetel for any claim, cost, loss or damage arising out of its use of the Service(s). Except as required by law, Exetel will not be liable to the Customer or to any person claiming through the Customer, for any costs, loss, liability, damages, or consequential, indirect or economic loss whatsoever arising out of the acts, omissions or negligence of Exetel.
- 3.2 If Exetel is not able to so exclude liability, the Customer agrees that Exetel's total liability to the Customer is limited, at Exetel's option, to supplying the relevant Service(s) again or paying the cost of doing so.

## 4. Use and disclosure of Information

- 4.1 The Customer authorises Exetel and its related bodies corporate to use and exchange Customer information before, during and after the provision of any credit to the Customer with any of their agents and any credit reporting agency credit providers, carriers, Customer's business references in accordance with the relevant State and Federal acts for the following purposes:
  - (a) considering or applying Exetel's credit policy to the Customer's application;
  - (b) ongoing credit management of Customer account(s) with Exetel or any of its related bodies corporate, including recovery of Customer overdue payments;
  - (c) ongoing maintenance of credit records about the Customer;
  - (d) to enable Service(s) delivery to the Customer; and
  - (e) any other purposes permitted under the Telecommunications Act 1984.
- 4.2 The customer agrees that information referred to in Clause 4.1 includes:

- (a) details and status of any of the Customer accounts with Exetel or its related bodies corporate;
  - (b) identification of Customer Service(s) numbers, whether withheld or not, as required by any applicable law;
  - (c) Customer credit history, including whether the Customer has made credit defaults, dishonoured debits or credit infringements;
  - (d) Information about Customer creditworthiness or capacity.
- 4.3 "Customer" in this clause is defined to include any director of the Customer submitting this form. Any director submitting this Agreement acknowledges that Exetel may do a credit check on him or her in their personal capacity.
- 4.4 Where the Customer is in default of payment to Exetel the Customer agrees that Exetel or its agents may utilise any information collected and recorded by Exetel or its related bodies corporate in relation to the Customer's account to assist Exetel in the process of debt recovery and may use debt collection agencies for that purpose.
- 4.5 Calls made to or from Exetel's Customer Service Centre(s) may be recorded for customer service training, improvement programs and verification purposes.
- 4.6 Exetel may obtain an alternative provider to provide Service(s) to the Customer. The Customer agrees to the assignment of Exetel's rights under this Agreement to that alternative provider; and irrevocably authorises Exetel to execute on the Customer's behalf any documents necessary to give effect to that transfer.
- 4.7 The Customer should keep confidential all passwords it nominates in connection with the Service(s). The Customer acknowledges that Exetel will disclose any information in connection with the Customer's accounts to any person who correctly quotes the passwords.

## **5. Termination**

- 5.1 Exetel may terminate this Agreement at any time by giving the Customer thirty days written notice after the contract period minus 30 days. Written notice will be via an email to the the email address nominated by the customer in the Exetel user Facilities.
- 5.2 Exetel may terminate this Agreement immediately on notice to the Customer, if the Customer;
- (a) breaches any clause of this Agreement and the breach is not remedied within 7 days of the receipt of written notice from Exetel; or
  - (b) has a liquidator appointed, has an order made for its winding up, or has an administrator or a receiver appointed over all or a portion of its assets.
- 5.3 The Customer may terminate this Agreement at any time after the initial contract period. If the customer terminates the service within the initial contract period then an early termination fee of \$100.00 is charged.
- 5.4 The Customer will remain liable for all charges incurred by the Customer prior to termination of this Agreement for whatever reason.

## **6. Governing Law and Entire Agreement**

- 6.1 Unless the parties otherwise agree, this Agreement will also apply to any other Service(s) acquired by the Customer from Exetel in the future. If the Customer wishes to acquire additional Service(s), the parties will negotiate and attach an additional Service(s) Schedule to this Agreement.
- 6.2 These terms plus the terms of the chosen Service(s) constitute the entire Agreement between the Customer and Exetel in relation to Service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this Agreement.
- 6.3 The Customer must not assign any of its rights or obligations under this Agreement without Exetel's consent.
- 6.4 Any notice under this Agreement whether required to be written or otherwise may be given by Exetel to the Customer by posting on this web site or via an email to the email address nominated by the customer in the Exetel ADSL User Facilities..
- 6.5 These terms are governed by the laws of New South Wales.