



## Authority to change provider of Telephone Services for long distance, international, and calls to mobile phones

### PERSONAL DETAILS

Business Name \_\_\_\_\_  
ABN \_\_\_\_\_  
Trading Name \_\_\_\_\_  
Surname \_\_\_\_\_  
First Name(s) \_\_\_\_\_  
Service Address \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Mobile Phone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Email Address \_\_\_\_\_

### SERVICE DETAILS

Please write the phone number(s) below that are in your name that you would like to switch to Acetel to provide you with your phone services for long distance, international and calls to mobiles. All Service Numbers listed will be automatically preselected for Business Override. For more than 10 services please attach a list additional numbers.

Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Phone Number \_\_\_\_\_

### IMPORTANT NOTICE & PAYMENT DETAILS

I agree to switch my long distance telephone company to Acetel for 12 months. I agree to a minimum spend of \$11 per month including GST (minimum cost for 12 months will be \$132). I authorise charges via my specified payment method (Visa, Mastercard, Bankcard, Direct Debit).

I have read the terms and conditions and agree to be bound by them. I have the authority to sign and certify that these details are correct.

I understand that by nominating Acetel for my telephone number(s) above, International, National Long Distance calls and Calls to Mobiles will be carried by Acetel upon processing this request.

I also give Acetel consent to obtain credit references at their discretion.

For Direct Debit payment, please complete a Direct Debit Authority Form, otherwise please complete the Credit Card Details opposite.

See over page for full terms and conditions.

Payment Method  Visa  
 Mastercard  
 Bankcard  
 Direct Debit (attach direct debit form)

Credit Card Number \_\_\_\_\_

Expiry Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Signature  \_\_\_\_\_

Date \_\_\_\_\_

Please RETURN this form  
(once filled in and signed) to:

Ace Internet Services Pty Ltd  
Accounts Dept  
Locked Bag 4000  
Bowral NSW 2576  
Fax: 1300 651 609

# PRESELECT TERMS AND CONDITIONS

## GENERAL INFORMATION

1. The application is subject to acceptance by Acetel.

## 2. SERVICES PROVIDED UNDER THIS AGREEMENT

Acetel will supply the following billable services under this agreement:

- (a) National Long Distance Calls
- (b) Fixed to Mobile Calls
- (c) International Long Distance Calls

You acknowledge that Acetel may use the services of another carrier to provide the service, and may change the carrier at its discretion.

## 3. SERVICES NOT PROVIDED UNDER THIS AGREEMENT

Acetel shall not provide or be held liable for the following services:

- (a) All fixed local calls will continue to be provided and billed by your previous fixed telephone service provider and not by Acetel.
- (b) PSTN Line Rental will continue to be provided and billed by your previous fixed telephone service provider.
- (c) The Service will not permit carriage of calls to Directory/Operator Services (12), Freephone Services (18), Local Rate Services (13), Premium Rate Services (19), Data Access Services (0198), Satellite Mobile Services (014), Calling Card Services (189), Paging Services (016), VPN Services (188), and UPT Services (05). These calls will be carried via your current usual service provider.
- (d) Because PSTN Line Rental will continue to be the responsibility of your original provider (as described in clause 3(b)), your original provider will continue to be your point of contact for faults related to the fixed line (PSTN) service. Acetel will not be held liable for (PSTN) line faults at any time during the service period.

## 4. HANDLING OF COMPANY INFORMATION AND CREDIT INFORMATION

(a.) Acetel collects and uses Company Information about you primarily to supply you with the products and services you order from it and its related companies.

Acetel also collects and uses Personal Information for related (or secondary) purposes including:

- (i.) Billing and account management

(ii.) Business planning and product development

(iii.) To provide you with information about promotions, as well as the products and services of Acetel companies and other organizations.

(b) If you do not provide all the Company information Acetel requests from you, Acetel may not be able to supply the products or services you have requested, or Acetel may be restricted in the way it supplies these products or services to you.

(c) Acetel may disclose Personal Information about you (for the purposes set out in clause 2) to:

- (i) Acetel's agents, dealers, contractors and franchisees;
- (ii) Acetel's suppliers who need access to the personal information Personal Information to provide Acetel with services, enabling Acetel to supply you with the products and services you have ordered; and
- (iii) Joint venture partners of Acetel

## 5. BILLING

(a) Acetel will bill you monthly, but reserves the right to bill at different intervals. Services are invoiced on the first of the month, for the prior month, and debited on the 15th of each month from your selected payment method. Acetel has the right to terminate the service if accounts remain overdue. Payment decline attracts a fee of \$22 in each instance. There is a minimum Acetel charge of \$11 per month.

(b) Acetel may charge a late payment fee on any overdue amounts. In addition, Acetel may impose an administrative fee to cover its reasonable expenses and costs incurred in enforcing any failure or delay in your payment.

(c) Acetel will bill you for calls as the call records become available.

## 6. MINIMUM SERVICE PERIOD

The minimum service term for the requested services is no less than 12 months. You agree that the Preselect services provided by Acetel will not be moved to another provider within the initial Minimum Service Period is outlined in this clause unless otherwise authorized by Acetel. Unauthorized change of provider for the Preselect services may result in a reversal of the change without prior consultation.

## 7. LIABILITY

(a) Acetel does not warrant that the Service will be uninterrupted or fault free.

(b) Acetel excludes any liability to you for any indirect or consequential loss, costs, or damage (including, but not limited to, loss of profits, loss of revenue, and expectation loss) arising out of this Agreement, including, but not limited to, (The Company's) supply of (or failure to supply) the Service, whether arising as a result of any act, omission or negligence of Acetel or otherwise.

(c) To the maximum extent permitted by law, Acetel limits its liability to you for any liability which may arise out of or in relation to this Agreement, (whether based in contract, tort, including negligence, or statute) to an amount in aggregate for all claims which is the amounts paid by the Customer for the Services under this Agreement.

(d) You indemnify us against any loss or damage we may suffer as a result of your use or attempted use or any use of the Service.

## 8. GENERAL

(a) You will be responsible for all service charges and for calls made from your phone using the service, whether those calls were made by you or by someone else.

(b) The call costs and any other fee charged by Acetel for provision of the goods or services ('Fee') does not include any amount of Tax. If any Tax is payable by Acetel in relation to this contract, Acetel will adjust the Fee having regard to Part VB of the Trade Practices Act 1974 (Cth).

(c) 'Tax' means any tax (including goods and services tax), withholding tax, charge rate, duty or impost imposed by any authority, but does not include any income or capital gains tax.

(d) Subject to the Trade Practices Act and other laws, Acetel is not liable for any costs, loss, liability or damage arising from Acetel's supply or failure to supply the service.

(e) The Customer acknowledges that where Acetel requires the consent of the Customer to undertake certain actions, then provided Acetel acts in good faith, Acetel may rely upon the authority of any employee of the Customer who warrants that he or she is authorised to provide that consent on behalf of the Customer.