



## **Inbound Porting Authorisation Form**

Type of number to port: 1300  1800  13

Existing account number(s) \_\_\_\_\_

Current provider \_\_\_\_\_

### **Section 1: Customer details:**

Company name: \_\_\_\_\_

ACN/ABN: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Ph \_\_\_\_\_

Fax \_\_\_\_\_

Mob: \_\_\_\_\_

Email \_\_\_\_\_

### **Section 2: Service(s) to be ported to 1300nbound**

1300 \_\_\_\_\_ 1800 \_\_\_\_\_ 13 \_\_\_\_\_

1300 \_\_\_\_\_ 1800 \_\_\_\_\_ 13 \_\_\_\_\_

What number does the service terminate on? \_\_\_\_\_

What is the post code of terminating number? \_\_\_\_\_

Do you have or request routing for your inbound number? No  Yes

*(If yes, we will call you and organise your routing)*

**Before signing, please refer Policy 1 below (Terms and Conditions).**

<b>Authorised Signature:</b>	<b>Date:</b>
<b>Full Name:</b>	<b>Position in Company:</b>

**Thank you; please complete the following direct debit request form for charging your account. All accounts will be electronically supplied.**

**DIRECT DEBIT REQUEST**

I/we request that moneys due in terms of the repayment arrangements covered by this document be drawn by Magicmotion Pty Ltd T/A 1300nbound (User ID 321336) under this Direct Debiting system from my/our account on the 15<sup>th</sup> day of each month:

**You can choose to pay your repayments either by;**

DIRECT DEBIT from your bank account OR  CREDIT CARD (must be the Applicants credit card).  
*Tick your preferred payment method then complete and sign the relevant authority below.*

**Direct Debit Account details are:**

Account Name: \_\_\_\_\_

Financial Institution Name \_\_\_\_\_

Financial Institution Branch Name \_\_\_\_\_

BSB \_\_\_\_\_ Account No \_\_\_\_\_

**Credit Card details are:**

Cardholders name: \_\_\_\_\_

Bank .....

Card Type .....

Card No .....Card expiry date ...../.....

I/we acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debits Service Agreement received from you.

**Before signing please refer Policy 2 below:**

**Signature(s).....Date...../...../.....**

**Signature(s).....Date...../...../.....**

*If Joint Account, two authorised bank signatories may be required*

## Policy 1

### **TERMS AND CONDITIONS**

Harrisontech is a selling agent for 1300nbound (a division of Magicmotion Pty Ltd ABN 65 112 173 690 will supply you with telecommunications services ("Services") on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the Telecommunications Act 1997.

**1.1** As a customer of 1300nbound these terms and conditions form the basis of our agreement with you.

**1.2** Our agreement with you also includes your application or order form which you complete and provide to us. We may accept and rely on facsimile copy of the application or order form as if it was an original. You will be bound by a facsimile copy of the application or order form as if it was an original.

**1.3** Our agreement 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.

#### **2. SERVICE DESCRIPTION**

**2.1** 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 –

- (a) may change Carriers without reference to you and at any time; and
- (b) have your express authorisation to notify any relevant Carrier in respect of and to effect any such change.

**2.2** 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.

**2.3** When using the Services, you agree to –

- (a) comply with all statutes, regulations, by-laws or licence conditions of any government body; and
- (b) not breach any person's rights or otherwise cause us or a Carrier loss, liability or expense.

**2.4** 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.

#### **3. CHARGES AND PAYMENT**

**3.1** You agree during the term of this agreement:

- (a) to be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices from time to time;
- (b) to pay accounts for all of those charges (including taxes) by the date specified in the account ("Due Date").

**3.2** If you dispute in good faith an amount in the account, you must notify us in writing within fourteen 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.

**3.3** If you do not pay the account by the Due Date, then we may 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 clause 8.

**3.4** 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.

**3.5** 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 -

- (a) all of our accounts up until the time we stop providing the Services; and
- (b) all other proper charges that we become aware of after the date of transfer that relate to the Services we provided to you.

#### **4. AMENDMENTS TO TERMS AND CONDITIONS**

Without limiting clause 3.1, 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.

#### **5. CREDIT CHECK**

**5.1** Prior to our accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You have consented to the following:

- (a) our obtaining from a credit reporting agency a credit report containing personal information about you;
- (b) our giving to and seeking from any credit provider named in a credit report or in your application, information in relation to your credit rating including without limitation any information about your credit worthiness, credit history or credit capacity that credit providers are allowed to give or receive from other credit providers under the Privacy Act 1988;
- (c) our making independent enquiries of third parties concerning your financial standing and for this purpose you have authorised and permitted such third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought; and
- (d) our providing any information we obtain about you to the relevant Carrier.

#### **6. TRANSFER OF SERVICES**

**6.1** 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.

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

## **7. LIMIT ON LIABILITY**

**7.1** We do not exclude or limit –

- (a) the application of any provision of any statute (including the Trade Practices Act 1974, the Privacy Act 1988 or the Telecommunications Act 1997) where to do so would contravene that statute or cause any part of this clause 7 to be void; or
- (b) 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).

**7.2** Except where clause 7.1 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.

**7.3** Including, but not limited to, liability for gross negligence and except to the extent of clause 7.1(a), 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.

**7.4** Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the goods or Services in respect of which the breach occurred, or to providing, replacing or repairing those goods or providing those Services again.

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

**7.6** 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.

## **8. TERM OF AGREEMENT**

**8.1** This agreement will commence on the date of the end user's signature. The service(s) will commence on the date of activation on the network.

**8.2** You may cancel this agreement at any time on one month's written notice to us.

**8.3** 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.

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

**8.5** 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 –

- (a) the Carrier may not be able to make those arrangements immediately; and
- (b) 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.

## **9. INFORMATION**

**9.1** Without limiting clause 5.1, you agree to provide us with any information we request in connection with our providing the Services to you under this agreement.

**9.2** You authorise and consent to the following:

- (a) our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary;
- (b) 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;
- (c) 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
- (d) ours and the Carrier's use of the information referred to in paragraphs (b) and (c) of this clause.

## **10. CONFIDENTIALITY**

You will keep confidential all information supplied by us or the Carriers and we will keep confidential all information supplied by you, except as provided by clauses 5 and 9.

## **11. 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.

## **12. 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.

## **13. OTHER EQUIPMENT**

**13.1** Where you have PABX or other network equipment, you must ensure that it is programmed as we specify.

**13.2** Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us and we connect our Equipment (if any). You must immediately notify that supplier that you have transferred your services to us and arrange for them to remove their equipment from the premises, if required.

## **14. MISCELLANEOUS**

**14.1** 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.

**14.2** Clauses 2.5, 3.5, 5, 7, 10, 12, 13.4, 13.5 and 14 shall survive the expiration or termination of this agreement.

**14.3** This agreement shall be governed by and construed in accordance with the law of Victoria and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.

**14.4** This agreement contains 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

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

## Policy 2

### **CUSTOMER SERVICE AGREEMENT**

#### OUR COMMITMENT TO YOU

##### Drawing arrangements:

We will advise you, in writing, the details of 1300nbound Repayment Plan drawing arrangements (amount-frequency-commencement date) at least 15 calendar days prior to the first drawing.

Where the due date falls on a non-business day, we will draw the amount on the next business day.

We will not change the amount or frequency of drawing arrangements without your prior approval.

We reserve the right to cancel the 1300nbound Repayment Plan drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution & to arrange with you an alternative payment method.

We will keep all information pertaining to your nominated account at your Financial Institution, private & confidential.

##### Your rights:

You may terminate the 1300nbound Repayment Plan drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 20 business days prior to the due date.

You may stop payment of a drawing under the 1300nbound Repayment Plan by giving written notice to us. Such notice should be received by us at least 20 business days prior to the due date.

You may request change to the drawing amount and/or frequency of 1300nbound Repayment Plan drawings by contacting us and advising your requirements no less than 20 business days prior to the due date.

Where you consider that a drawing has been initiated incorrectly (outside 1300nbound Repayment Plan arrangements) you should take the matter up directly with us.

#### YOUR COMMITMENT TO US

##### Your responsibilities:

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.

It is your responsibility to ensure that the authorisation given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account if the account nominated by you to receive the 1300nbound Repayment Plan drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternative payment method if the 1300nbound Repayment Plan drawing arrangements are cancelled either by yourselves or the nominated Financial Institution.

**Please fax all forms back to Harrisontech at:**

**07 3011 1032 or 0417 081 951**