Fixed Relocation & Change of Ownership Form

Optus Networks Pty Limited (ABN 92 008 570 330)

Version:  T01.01.00 e

Request Type
Product Type

Current Account Details:

Company Name
Authorised Signatory
Contact Phone Number
Contact Email Address
Account Number
Site Address
Minimum Spend Per Month

Additional Information:

Office Use Only
Boris Number
Circuit ID
3 Letter Cust Code
Internal Relocation or New Site?

Please complete this form and fax to 1300 303 501 or email to bcsupport@optus.com.au
For detailed Standard Form of Agreements relating to your product, please visit www.optus.com.au.

Relocation Details

New Site
Address
Suburb
State
Postcode
When

Customer Agreement
Customer Signature ___________________________ Date ________________

Print Name ___________________________
IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

This form constitutes an application by you to acquire from Optus Networks Pty Limited (ABN 92 008 570 330) one or more of the Optus Inbound Voice, Directline, Multiline and Evolve products (each a “Service”). If you accept this application, we will provide you with the Service(s) on the terms of the standard form of agreement (the agreement) for Small or Medium Business customers for that service. The agreement is made up of this application, the SMB terms, the relevant service description, standard pricing table and any relevant appendices. The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This document contains a brief description of the key terms of the agreement. A copy of the agreement together with a more in-depth summary is available on our website optus.com.au/standardagreements or on request.

YOU SHOULD CHECK THE TERMS OF THE AGREEMENT CAREFULLY

DESCRIPTION OF THE SERVICE

The Optus Inbound Voice Service provides you with an inbound call facility with selected service characteristics to a single Service Number. The service may be used to allow calling parties to make calls to Service Numbers from international telephone numbers (to Global Free Access, Universal Free Access Services, International Free Calls, Access 13, Access 1300 and Local Calls 1300), local numbers, mobile numbers and other Australian public telephone numbers as set out in the Agreement. Optus MultiLine is a digital trunk telephone service for connecting larger offices with PBXs to the Public Switched Telephone Network (PSTN). Optus MultiLine provides ISDN voice services conforming to the ACMA TS038 (ETSI PRI) common channel signalling protocol, with each connection supporting between ten and thirty channels. Optus Evolve Voice offers a simple and flexible way to connect to the Public Switched Telephone Network and manage incoming and outgoing calls. It is designed specifically with branch and small offices in mind – providing simple connection to your analogue premise based telephone equipment (handsets, fax machines, modems) or to a compatible PBX or key system. Optus Evolve Voice provides a trunk telephone connection (phone lines), designed for connection to a customer’s IP PBX via a Local Area Network (LAN) connection or to a TDM PBX via E1 connection. This enables the IP PBX or TDM PBX to be connected to the PSTN and allows IP PBX/TDM PBX extensions to make and receive calls as required. Optus Evolve Voice is available in two variants, Optus Evolve Voice-IP when connecting to a IP PBX or Optus Evolve Voice-TDM when connecting to a TDM PBX. Optus DirectLine is an analogue telephone service designed for connection directly to telephone equipment (handsets, fax machines, modems) or through a compatible PBX or key system. Equipment to be connected to Optus DirectLine must conform to AS/ACIF standards TS902, TS904, and TS906.

CHANGING THE AGREEMENT

We may make the agreement by complying with the Telecommunications Legislation: Non-fixed-length agreement: We may make the agreement by giving you reasonable notice of the change if we reasonably expect it to adversely affect you. Fixed-length agreement: If we make a change to a fixed length agreement which impacts you, we must give you 21 days notice in writing of the change and the right to cancel the service within 42 days of the notice.

PERSONAL INFORMATION

We may collect, use and disclose personal information about you for purposes related to:

- The provision of the credit and the services or products of other Optus group companies. If you do not supply the necessary information, we may refuse or limit credit or the service.
- The supply of information about Optus group company products or services and products and services of other organisations. You may opt out of receiving communications not related to your account or legally required by contacting customer service.
- Supplying information to credit reporting enquiries, credit providers and related and unrelated third parties, but only for the purposes set out above.

We may be required or permitted to by law to collect, use or disclose your personal information from or to organisations such as the operator of the Integrated Public Number Database, emergency services organisations and law enforcement agencies.

PAYMENTS

If you do not pay your bill by the due date, we may charge you a late fee, suspend or cancel the service (in which case we may charge you a fee), engage a mercantile agent, institute legal proceedings against you and on-sell any unpaid amounts to a third party.

TAXES

Optus will charge you for taxes, including any GST for supplies made in connection with the service.

COMPLAINTS AND DISPUTES

If you have any complaint you may contact us. If we are unable to resolve your complaint you may take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, ACCC or the Department of Fair Trading or Consumer Affairs in your state or territory.

SUSPENDING OR CANCELLING THE SERVICE

Your right to cancel the service

You may cancel the service by giving 30 days notice or if we breach a material term of the agreement. A fixed-length agreement is not cancelled before the end of the minimum term of the agreement in which case the agreement will become a non-fixed length agreement.

Our right to suspend or cancel the service

Non-fixed-length agreement: We may cancel the service at any time by giving you at least 30 days notice. Non fixed-length agreement or a fixed-length agreement: We may suspend or cancel the service in a variety of circumstances, including if: any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk, you breach a material term of this agreement, or as otherwise set out in the agreement. In addition, we may suspend the service if we need to repair or service any part of the network or if we believe there has been an unusually high use of the service.

What happens if the service is cancelled?

We may cancel the service at any time by giving you at least 30 days notice. If we cancel the service, we will refund on a pro-rata basis any over payment. If you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account. If the service is cancelled during the minimum term of a fixed length agreement due to circumstances attributable to you, you must pay us the cancellation fee and if we then reinstate the service, you may have to pay a reconnection or reactivation fee.

What happens if the service is suspended?

You must pay an access fee while the service is suspended. You may be entitled on request to a refund or a rebate of access fees for the suspension period if the suspension was not attributable to you. If it was attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

LIABILITY

Your liability to us

You are liable to us for any breach of the agreement causing foreseeable substantial loss to us. You are not liable to us for consequential loss which is not a result of something you have done.

Our liability to you

We accept liability to you in accordance with the Australian Consumer Law and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement. We are not liable to you for consequential loss. We limit our liability to $5M per claim or series of connected claims except in respect of personal injury or death.

Purchasing a subsidised mobile phone

If you purchase a subsidised mobile phone from one of our agents and the service is cancelled before the expiry of the minimum term, you will be required to pay us, in addition to any cancellation fee, the sum of any unpaid monthly repayments owing on your mobile phone.

Optus Fair Go policy

The Optus Fair Go policy applies to your use of the service. The full policy is set out in Appendix S to the agreement.