

CHANGE OF ACCOUNT HOLDER OPTUS MOBILE SERVICES

IMPORTANT NOTICE – please read and sign below – all fields mandatory unless otherwise stated

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OPTUS/OUTLET USE ONLY

Print full name of sales person _____ Outlet Name/No. _____

Outlet Code _____ Tel No. _____

ID	Points
Total	

I confirm that I have sighted and verified copies of the applicant's ID as specified in the Optus 100 points checklist. I verify this customer has been credit checked.

Signature

Date DD/MM/YY

CONSUMER REQUESTS
FAX TO 1800 500 159

BUSINESS REQUESTS
FAX TO 1300 550 891

PART A: TRANSFER OF SERVICE(S) – TO BE COMPLETED BY OLD OWNER

Account Name _____

Title _____ Surname _____ First Name _____ Contact No _____

Mobile/Account Number

Mobile/Account Number	Monthly Commitment	Contract End Date	Minimum Total Cost	Directory Listing	Caller Number Display	Mobile/Account Number	Monthly Commitment	Contract End Date	Minimum Total Cost	Directory Listing	Caller Number Display
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N
	\$		\$	Y N	Y N		\$		\$	Y N	Y N

Minimum Total Cost is calculated by multiplying the number of months left in the plan by the monthly commitment for that service. The actual minimum commitment may be less if the New Owner decides to cancel the plans before the end date of the contract. Cancellation fees may apply in this circumstance.

I agree that all monthly mobile charges paid by myself in advance will be credited to the new owner's account. I agree I remain liable and responsible for all charges incurred up to and including the billing month prior to the date of this change of ownership from. I also consent to the transfer of my service (including my mobile number) to the new owner. I also agree, that should the new owner of the services be declined an account by Optus, I will retain responsibility for all outstanding charges.

MUST BE SIGNED BEFORE THE OWNERSHIP IS TRANSFERRED

Customer Signature

Date DD/MM/YY

PART B: MOBILE PHONE DETAILS – TO BE COMPLETED BY NEW OWNER

Title _____ Surname _____ First and Middle Name(s) _____

MOBILE SERVICE PLAN (tick ONE box only)

Keep Existing

New Owner's Business Plan _____

ABN _____

New Owner's Consumer Plan _____

New Owner's total new Monthly Commitment (\$) _____ New Owner's Minimum Total Cost of all transferred services (\$) _____

Caller Number Display Yes No

Directory Listing Yes No

Existing Optus Mobile Account No. (accounts currently in the new owner's name) _____

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PART C: APPLICATION FOR ACCOUNT – TO BE COMPLETED BY NEW OWNER

Account Name _____

CONTACT DETAILS

Residential Address _____ Postcode _____

Mailing Address _____ Postcode _____

Mobile Phone Number _____ Work Phone Number _____

INDIVIDUAL OR SOLE TRADER APPLICANT

Title _____ Surname _____ First and Middle Name(s) _____

Date of Birth DD/MM/YYYY _____

Driver's Licence Number _____ Passport Number _____

Time at Home Address _____ Years _____ Months

Previous Address (if less than 2 years at current) _____ Postcode _____

Residential Status Owner Buying Renting Boarding/with Parents Other (please specify) _____

EMPLOYMENT DETAILS

Employee Pensioner (Type) _____ Aged Retiree Full Time Part Time – hours per week _____

Other (specify) _____ Self Employed ABN _____

Employer/Trading Name _____ Position _____

Time in role stated above _____ Years _____ Months

BUSINESS APPLICANT

Govt. Dept. Registered Company Incorporated Association Company Name _____

A.C.N. _____ Business Type _____ Yrs Trading _____ # of Employees _____

Company Contact _____

Company Address _____ Postcode _____

Mailing Address _____ Postcode _____

PART D: AGREEMENT & ACCEPTANCE OF SERVICE – TO BE COMPLETED BY NEW OWNER

PLEASE READ AND SIGN BELOW

By signing this form, you agree your application for service is subject to the conditions in this change of ownership form and the Application for Mobile Service form attached. You acknowledge that you have read and understood the information on the back of this form including about Optus' handling of information about you (Personal Information). You declare that the information you have given on this form is true and correct to the best of your knowledge. You also agree that you will be responsible for all outstanding service charges, handset repayment charges and calls made by the old owner if those charges are incurred in the billing month in which the change of ownership processed and accept these charges will be transferred to your account upon successful completion of this application for change of ownership.

Signature

Print Full Name

Date DD/MM/YY

IMPORTANT NOTICE FOR NEW OWNERS

OPTUS WILL INCLUDE: A COPY OF THE CURRENT PRIVACY POLICY, A COPY OF THE CIS (IF ONE IS AVAILABLE) OR A LINK TO WWW.OPTUS.COM.AU/STANDARDAGREEMENT

IMPORTANT NOTICE FOR NEW OWNERS

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Optus Mobile Pty Limited ABN 65 054 365 696 (we) will provide to you the Optus Digital Mobile Service (the service) on the terms of the standard form of agreement (the agreement) for consumers for that service. 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 web site: optus.com.au/standardagreements or on request.

YOU SHOULD CHECK THE TERMS OF THE AGREEMENT CAREFULLY

DESCRIPTION OF THE SERVICE

The service allows you to make calls, send content from and receive calls and content to your mobile phone on our network.

CHANGING THE AGREEMENT

We may change the agreement by: complying with the Telecommunications Legislation. In addition, for a fixed-length agreement we must give you 21 days notice in writing and, in some circumstances only, allow you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

PERSONAL INFORMATION

We collect personal information in forms like these and also during our on-going relationship with you. We use it to supply products, give you the best possible service and for the other purposes described in our privacy policy.

We'll also need to do a credit check before setting you up with a monthly billing account. Without your personal information, we may not be able to supply products or provide the level of service you expect. We share personal information within the Optus Group and with a number of other service providers and partners for these purposes; some of whom may be overseas. Their locations are listed in our privacy policy. If you'd like more info about our privacy practices, including how we handle your information, the credit reporting bodies we work with and are likely to disclose information to, how to access or correct our records, or make a complaint, ask us for a copy of our privacy policy now, or check it out at www.optus.com.au/privacy

CHARGES (see Standard Pricing Table): You must pay all charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it. We may ask you to make a pre-payment usage charge or an interim good-faith payment. We may offer promotions or offers in connection with the service (special). If you accept a special, the price and terms of the special will prevail until the special expires and then the full terms of the agreement will apply.

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 TIO, 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. If a fixed-length agreement is not cancelled before the end of the minimum term 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? You authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges. If there are no outstanding charges 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 Trade Practices Act 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.

Purchasing a subsidised mobile phone: If you purchase a subsidised mobile phone from us or our agent 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 Mobile Fair Go policy

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

These Terms and Conditions are in addition to those appearing on the back of the Mobile Service Application Form attached.

OPTUS REQUIRES THAT CUSTOMERS PROVIDE IDENTIFICATION AS SPECIFIED IN THE OPTUS 100 POINTS IDENTIFICATION CHECKLIST.

**OPTUS NETWORKS PTY LIMITED ABN 92 008 570 330
SINGTEL OPTUS PTY LIMITED ABN 90 052 833 208**