

## How to complete this form

### New Customer

If you are a new customer, you **MUST** complete page **A** and **B** and/or **C**

### Existing Customer

If you are an existing customer please **ONLY** complete page **B** and/or **C**

#### Independent Representative Details

Independent Representative Name: \_\_\_\_\_

Team ID: \_\_\_\_\_

**I confirm that the customer information contained in this form is accurate.**

Independent Representative Signature:

#### New Customer Details

**Type of business:**  Company  Partnership  Sole Trader

Company/Business Name: \_\_\_\_\_

ABN: \_\_\_\_\_

**Authorised Contact Person:**  Mr  Mrs  Ms  Miss  Dr

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

I am currently an Independent Representative  Yes  No

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY)

Email: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_  
(\_\_\_\_)

**Business Address** (current street address):

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

\_\_\_\_\_

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Preferred communication method:  Email  Post

#### Billing Details

A nominal charge applies to invoices sent by post.  
Refer to [www.acnaustralia.com.au](http://www.acnaustralia.com.au) for details.

Invoice Delivery Method:  Email  Post

Billing/Correspondence Address (if different from the customer address):

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

\_\_\_\_\_

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

#### Direct Debit Request

I request and authorise Australian Communications Network Pty Limited ('ACN') or its billing agent, until further notice, to arrange automatic payment of my ACN invoices by debiting my savings/cheque/credit card account as specified below on or immediately after the due date. I acknowledge that ACN may terminate this request at any time by written or verbal notice and in this case I must adopt an alternative method of payment.

**Please select only one automatic payment option and sign below:**

##### Option 1. Credit Card

Visa  MasterCard

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

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

\_\_\_\_\_

Credit Card Expiry Date: \_\_\_\_ / \_\_\_\_ (MM/YY)

Cardholder Signature:

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY)

##### Option 2. Bank/Credit Union Account Details

I/we authorise ACN, Direct Debit User ID 208695, to arrange for funds to be debited from my/our account at the Financial Institution identified below through the Bulk Electronic Clearing System (BECS). This authority is to remain in force in accordance with the terms described in the Direct Debit Service section of ACN's Standard Form of Agreement.

Name of Financial Institution: \_\_\_\_\_

\_\_\_\_\_

Account Holder's Name: \_\_\_\_\_

\_\_\_\_\_

Bank BSB Code: \_\_\_\_ - \_\_\_\_

Account Number: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Customer Signature (if joint account all signatures are required):

**If you did not enter this form online, fax to: 1300 880 609 or mail to: ACN, Reply Paid 80069, North Sydney NSW 2059**

### Existing Customer Details

Account ID: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mr  Mrs  Ms  Miss  Dr (This applicant must be the authorised contact person)

First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ / / \_\_\_\_\_ (DD/MM/YYYY)

### Fixed Line Service Details

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 1**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 2**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 3**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 4**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 5**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ **Service 6**

Current Local Service Provider: \_\_\_\_\_

Selected ACN Service Plan: \_\_\_\_\_  
Include the International Bonus Option\*

**Service Address** (this must be the physical address where the service is located)

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

\*This option incurs an additional monthly fee. Refer to [www.acnaustralia.com.au](http://www.acnaustralia.com.au) for details.

### Authorisations

**Authorisation to Transfer Fixed Line Service** By signing where indicated below:

1/ I authorise and request the transfer of the local and long distance telephone services (access, local calls, national calls, international calls and calls to mobiles) listed above ("Services") from my current provider to Australian Communications Network Pty Ltd ("ACN").

2/ I confirm and represent that: (a) I am authorised to request the transfer of the Services to ACN; (b) the numbers listed on this form and its attachments are correct and correspond with the Services I request to be transferred to ACN.

3/ I acknowledge that ACN has advised me that: (a) certain benefits and specific services provided by my current provider of the Services ("Old CSP") may not be available after the date the Services are transferred to ACN ("Transfer Date"); (b) the Services will be transferred with their current network status (e.g. call barring); (c) the Services will remain active with the Old CSP until the transfer to ACN is complete and I must contact them in relation to provision of the Services and any faults until then; (d) ACN may require you to seek certain account/service/feature information from the Old CSP to complete the transfer; (e) there may

be costs and obligations associated with transfer, including contractual early termination payment obligations to the Old CSP; (f) all call charges or debts incurred prior to the Transfer Date remain with the Old CSP.

4/ I authorise ACN to choose (pre-select) my long distance provider.

5/ I give ACN my consent to: (a) use information held by ACN about me and the Services (including my personal and credit information and my application for credit) ("My Info") and disclose My Info to other carriage service providers and their agents and contractors, credit reporting agencies and the ACN representative signing below ("My Rep") (and I authorise My Rep to access My Info) for any purpose related to the provision of the Services (including managing credit risk); (b) obtain credit information about me from credit reporting agencies, including information about my consumer credit history and the commercial credit history of my business; (c) send me communications, including marketing communications, by any means including email and SMS.

6/ I declare that the information I have given is true and correct to the best of my knowledge.

**No intention to form contract - Standard Form Of Agreement (SFOA) Applies**

By signing below I acknowledge and agree that:

1/ neither this authorisation form nor any conduct of ACN or myself is intended to give rise to, or form part of, a contract between me and ACN, nor create any legal relationship, rights or obligations between us whatsoever, except as provided by section 479(2)(b) of the Telecommunications Act 1997 ("Act");

2/ ACN is under no obligation to supply the Services or perform the authorised actions and will conduct its own assessments before deciding to supply the Services;

3/ if ACN decides to supply the Services then the legal relationship between ACN and I shall be exclusively governed by the operation of s479(2)(b) of the Act (i.e. the terms and conditions on which the Services are supplied will be those set out in ACN's Standard Form of Agreement ("SFOA") which can be found at [www.acnaustralia.com.au](http://www.acnaustralia.com.au)) and no contract nor other legally binding relationship shall be created between us.

I confirm that the information contained in this form is accurate.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Independent Representative Signature: \_\_\_\_\_

If you did not enter this form online, fax to: 1300 880 609 or mail to: ACN, Reply Paid 80069, North Sydney NSW 2059



# BUSINESS

## Mobile Customer Authorisation Form

ONLINE APPLICANTS ONLY

Online Application Reference #:



Fax to 1300 769 088

### Existing Customer Details

Account ID: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mr  Mrs  Ms  Miss  Dr (This applicant must be the authorised contact person)

First Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ / / \_\_\_\_\_ (DD/MM/YYYY)

### Mobile Service Details

User Name: \_\_\_\_\_ **Service 1**

Service Plan: \_\_\_\_\_ Voicemail:  Yes  No

New Number OR

Transfer my existing number

Please provide details of your existing mobile service. These are used to validate the transfer of your mobile number from your existing Service Provider.

Mobile number: 0 4 \_\_\_\_\_

Mobile Network (circle): Optus Telstra Vodafone Orange 3

Service Provider: \_\_\_\_\_

(if Mobile Network = Optus)

My existing service is:

Post Paid  OR Pre-Paid

Specify account number: \_\_\_\_\_

User Name: \_\_\_\_\_ **Service 2**

Service Plan: \_\_\_\_\_ Voicemail:  Yes  No

New Number OR

Transfer my existing number

Please provide details of your existing mobile service. These are used to validate the transfer of your mobile number from your existing Service Provider.

Mobile number: 0 4 \_\_\_\_\_

Mobile Network (circle): Optus Telstra Vodafone Orange 3

Service Provider: \_\_\_\_\_

(if Mobile Network = Optus)

My existing service is:

Post Paid  OR Pre-Paid

Specify account number: \_\_\_\_\_

I acknowledge that ACN has advised me that: although I have the right to port my mobile number(s), there may be costs and obligations associated with my existing mobile service and with porting; in particular, I may be in an existing contract with my current provider which may include an obligation to make early termination payments to them.

Customer Initials: \_\_\_\_\_

### Credit Assessment Details

Applicants for ACN's mobile service are subject to a credit assessment, for which the following information is required:

Industry Type:  Manufacturing  Professional Services  
 Retail/Services  Trade  Other

No. of Directors/Partners: [ \_\_\_\_ ] Time in Business: [ \_\_\_\_ ] Years [ \_\_\_\_ ] Months

Time at Current Address: [ \_\_\_\_ ] Years [ \_\_\_\_ ] Months

Owner Type:  Director  Partner  Sole Trader

Director/Partner/Owner Details:  Mr  Mrs  Ms  Miss  Dr

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

#### Position (please circle one only):

CEO Company Secretary Finance Director Owner Partner  
MD General Manager Other Chief Officer

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY) Gender: \_\_\_\_\_

Email: \_\_\_\_\_  M  F

#### Identification:

Driver's Licence  Passport  Unspecified

Reference No: \_\_\_\_\_ Expiry Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (DD/MM/YYYY)

#### Current Residential Address of Director/Partner/Owner:

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

City/Suburb: \_\_\_\_\_ State: \_\_\_\_\_ P/code: \_\_\_\_\_

Time at Address: [ \_\_\_\_ ] Years [ \_\_\_\_ ] Months

Residential Telephone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_

#### Residential Status (please circle one only):

Owner - fully paid Owner - Mortgage Renting Boarding  
Living with Parents Supplied by the employer Unknown

### Authorisations

#### Authorisation for Supply of Mobile Services

By signing where indicated below:

1/ I request the supply of mobile telecommunication services described above ("Services") from Australian Communications Network Pty Ltd ("ACN").

2/ I give ACN my consent to: (a) use information held by ACN about me and the Services (including my personal and credit information, my application for credit, my mobile number, network type and provider) ("My Info") and disclose My Info to other carriage service providers, their agents and contractors, credit reporting agencies and the ACN representative signing below ("My Rep") (and I authorise My Rep to access My Info) for any purpose related to the provision of the Services (including managing credit risk, call & SMS routing, complaint handling and network management). (b) to obtain credit information about me from credit reporting agencies, including information about my consumer credit history and the commercial credit history of my business; (c) send me communications, including marketing communications, by any means including email and SMS.

#### No intention to form contract - Standard Form Of Agreement (SFOA) Applies

By signing below I acknowledge and agree that: 1/ neither this authorisation form nor any conduct of ACN or myself is intended to give rise to, or form part of, a contract between me and ACN, nor create any legal relationship, rights or obligations between us whatsoever, except as provided by section 479(2)(b) of the Telecommunications Act 1997 ("Act"); 2/ ACN is under no obligation to supply the Services or perform the authorised actions and will conduct its own assessments before deciding to supply the Services; 3/ if ACN decides to supply the Services then the legal relationship between ACN and I shall be exclusively governed by the operation of s479(2)(b) of the Act (i.e. the terms and conditions on which the Services are supplied will be those set out in ACN's Standard Form of Agreement ("SFOA") which can be found at www.acnaustralia.com.au) and no contract nor other legally binding relationship shall be created between us.

3/ I declare that the information I have given is true and correct to the best of my knowledge.

#### Authorisation for Porting of Mobile Numbers

By listing numbers to be ported and signing where indicated below: 1/ I authorise ACN to port my existing mobile number(s) listed above ("Numbers") from my current provider to ACN, including performing any necessary porting processes.

2/ I acknowledge and represent that: (a) I am the owner of the current service associated with the Numbers; (b) I am authorised to request the porting of the Numbers listed on this form; (c) I have been advised by ACN that by porting the Numbers, the current service(s) associated with the Numbers may or may not be disconnected from my existing provider and this may result in finalisation of my account for that service;

3/ I understand and have been advised by ACN that: (a) any outstanding call charges, debt or credits (e.g. pre-paid) remain with my current provider and do not transfer to ACN; (b) my existing handset may not accept ACN's SIM card and unlocking, re-programming or a new handset may be required.

I confirm that the information contained in this form is accurate.

Customer Signature: \_\_\_\_\_

Independent Representative Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If you did not enter this form online, fax to: 1300 880 609 or mail to: ACN, Reply Paid 80069, North Sydney NSW 2059

# Summary of ACN's Standard Form of Agreement



Under the Telecommunications Act 1997 ("Act"), ACN is entitled to lodge a "Standard Form of Agreement" ("SFOA") with the Australian Communications Authority setting out the terms and conditions on which ACN will supply services (and certain ancillary goods) to customers.

If ACN decides to supply services to you then the legal relationship between ACN and you shall be exclusively governed by the operation of s479(2)(b) of the Act. This means that the terms and conditions on which the services are supplied will be those set out in ACN's SFOA. The SFOA is binding on you and on ACN by virtue of s479(2)(b) of the Act and no contract nor other legally binding relationship shall be created between you and ACN (unless you have entered into a separate individual contract with ACN instead of signing the standard Customer Authorisation Form).

This is a summary of ACN's SFOA relating to the provision of local access (including local calls), long distance and mobile services ("Services"). If you would like more detailed information about your rights and obligations you can obtain a copy of the full text of the SFOA at [www.acnaustralia.com.au](http://www.acnaustralia.com.au). This summary does not override or change the terms and conditions of the SFOA.

## Important Customer Information: Your Rights and Obligations

**Provision of Services** The Services will only be provided if it is technically possible, you are either a residential customer or a small business customer and you meet our credit policy requirements. We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers ("Network Providers"). We aim to provide but cannot guarantee that the Services will be continuous or fault free. Network or equipment specific problems, as well as climatic, geographic and usage issues may affect the quality and availability of the Services.

**Your Obligations** You must not use or permit any use of the Services:

- to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature; or
- otherwise contrary to law or an applicable code of conduct; or
- in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
- in, or in relation to, the commission of an offence against any applicable law.

You must not interfere, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of the Services, the network, equipment or facilities of any of our Network Providers; or our equipment or facilities associated with the Services. You will indemnify us for any loss or expense we suffer as a result of your doing any of the prohibited acts.

**Equipment** It is your responsibility to repair and maintain any equipment you own. You may only use equipment (including cabling) that is approved by the Australian Communications Authority. We are not responsible for any faults, service disruptions or any other inability to access or use the Services (or any of their special features) if this is the result of the technical limitations or malfunction of your Equipment.

**Charging** You must pay us our Charges for your use of the Services, whether such use was authorised by you or not. The Charges are described in detail on our website at [www.acnaustralia.com.au](http://www.acnaustralia.com.au). The Charges may include, amongst others, connection charges, usage based charges (e.g. connection charges for each call and timed or untimed charges for each call), charges for sending messages, charges for content provided with the service, charges for other services provided in connection with the call, reconnection charges, disconnection charges, dishonour fees, early termination fees and late payment fees. Charges may vary depending on the time and day (including peak and off-peak periods), where you are calling to or from, whether the call is a voice call or data call and any discounts that might apply. We may pass on to you any charges our Network Providers charge us (including increases and special or one-off charges) without notice to you. You will pay us any amounts, which our Network Providers charge us for connecting, activating, initiating or cancelling any Service.

**Billing** We will bill you monthly but reserve the right to bill at different intervals and to issue interim invoices. Our records are proof that a charge is payable unless shown to be incorrect. We will provide you with a breakdown of the fees and charges payable in each invoice. We will charge you an additional fee if you

request to receive paper invoices or request billing information which does not form part of our standard invoice. We will bill you:

- for any equipment you purchase or lease from us, our agent or Network Provider on or after delivery;
- for any installation, activation or connection charges, after installation, activation or connection;
- for variable charges, in arrears;
- for recurring or fixed charges, in advance; and
- otherwise, as notified by us from time to time.

You must pay all Charges as stated on your invoice. We may charge interest on all or any part of the Charges remaining unpaid by the due date. Interest will be charged from the due date until payment at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate. If you choose to pay by direct debit and your financial institution rejects or returns our payment request for any reason, we may ask you to pay the amount owing directly to us and an additional dishonour fee may apply.

We may suspend the provision of Services to you, where any amounts owing from you remain outstanding 45 days after the due date for payment, unless we have received written notice from you disputing those Charges. You are still required to pay outstanding invoices even if your services are suspended, restricted or terminated.

**Security** We may require you to lodge a security deposit with us as a condition of providing the Services, and we may from time to time set a credit limit for the provision of Services to you. We may also request that you pay some or all of the charges for the Services in advance. If you don't, we can refuse to provide you the Services, suspend or restrict them.

**Priority Assistance** We currently do not offer priority services for our customers.

**Personal Information** We collect personal information about you to assess your application and, if approved, provide Services to you. We may make standard credit information enquiries about you in connection with the supply of the Services, including seeking reports from Credit Reporting Agencies. We may also pass your personal information to other carriage service providers and your ACN Independent Representative for purposes related to the provision of Services to you. You can obtain the full text of our privacy policy from our website [www.acnaustralia.com.au](http://www.acnaustralia.com.au).

**Termination, Suspension and Restriction** With the exception of mobile Services under certain rate plans, there is no minimum service period for the provision of the Services. Certain mobile Service rate plans have a minimum service period of 6 months. You may terminate the Services at any time; however, if you terminate mobile Services during a 6 month minimum service period you may be charged an early termination fee. We may suspend, restrict or terminate the supply of the Services if, amongst other things, you have breached the SFOA, become bankrupt, or insolvent, have not paid your invoices on time or have not provided security as required. You remain liable for all charges in relation to the provision of Services up to the time of termination.

Although we do not have the obligation to monitor your usage, we may temporarily suspend or restrict the Services and issue an interim invoice where we reasonably believe that your usage has been excessive or unreasonably high or when you have exceeded your credit limit. Re-activation of your services may depend on your payment of the interim

invoice. We are not required to keep you informed of your usage prior to requesting an interim payment.

**Our Liability** Our liability to you is limited. Except where specifically expressed otherwise in the SFOA and subject to the Trade Practices Act 1974, ACN is not liable for any loss that you may suffer. Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), is limited, at our option, to the repair or re-supply of Equipment or Services or the payment of the cost of having the Equipment or Services re-supplied.

**Your Liability** You indemnify us against any loss, cost and damage we suffer relating to your use (or attempted use) of the Services or your Equipment used in connection with the Services. You also indemnify us against (and must pay us for) any costs (including legal costs) relating to your breach of the SFOA.

**Customer Service Guarantee** You may have certain rights and remedies under the Customer Service Guarantee, which establishes minimum connection and fault repair times and entitles you to specified amounts of damages if they are breached. A detailed description is available at [www.aca.gov.au](http://www.aca.gov.au).

**Reporting Faults** If you experience a fault with the Services, you should contact our Customer Service Representatives and the matter will be directed to our faults handling department.

**Complaints** If you have any concerns about the Services, contact us immediately. We will attempt to resolve any problem or complaint you have as quickly and effectively as possible. If you are not satisfied with the initial outcome of your complaint, the matter will be handled in accordance with our complaints procedures. Disputes between telecommunications companies and their customers can be resolved by the Telecommunications Industry Ombudsman (TIO). The TIO is an independent body and provides its services for free. The TIO is an office of last resort. It only takes up a complaint if the customer has first tried to resolve it with the relevant company. The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

**Variations** We are permitted by law to make certain changes to the SFOA without giving prior notice, unless these changes are detrimental to you. If any changes would cause detriment to you, we will give you notice at least 3 working days in advance usually by notifying you personally or publishing an advertisement and subsequently including a notice on your invoice. We will determine the most appropriate course of action at the time any variations are made. An up-to-date copy of the SFOA is available on our website [www.acnaustralia.com.au](http://www.acnaustralia.com.au) or by calling ACN on 1300 881 778.

**Commission** We may pay commission to any person, including an ACN Independent Representative who introduces you to ACN.

**Cooling-Off Period** If you are a residential customer then we will allow you to cancel the Service, without penalty, within 10 days of the date on which you signed the Customer Authorisation Form for the Services, by calling ACN Customer Service on 1300 881 778. If you cancel the Services within this 10 day cooling off period you will not be charged any fees for the Services (including any early termination fees) other than charges related to your actual usage of the Services (e.g. call & SMS charges).