



Fixed-Line RESIDENTIAL Customer Authorisation Form

ONLINE APPLICANTS ONLY
Online Application Reference #:

Fax to 1300 769 088

ACN Representative Details

Representative Name: _____

Team ID: _____

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

Representative Signature: _____

Customer Details

Mr Mrs Ms Miss Dr

First Name: _____

Last Name: _____

Date of Birth: ____ / ____ / ____

Email: _____

Telephone: _____ Mobile: _____
()

Address details provided must be for the customer's current street address.

Address: _____

City/Suburb: _____ State: _____ P/code: _____

Permanent Resident: Yes No

I consent to receive communications from ACN by email.

ACN Service Details

Please indicate the plan that you have selected:

ACN-2-ACN Friends Plan ACN Value Plan

A Reasonable Use Policy applies for ACN-2-ACN calling on ACN's residential fixed-line service. The Reasonable Use Policy is available at www.acnaustralia.com.au.

I request and authorise to transfer the following telephone service number(s) to ACN:

Telephone: _____ Current Local Service Provider: _____
()

Telephone: _____ **Optional Features:**
()

Telephone: _____ ACN International Bonus Option. This option incurs a monthly subscription fee. Refer to www.acnaustralia.com.au for details.
()

Authorisation to Transfer Service

I hereby apply for the supply of telecommunications services from Australian Communications Network Pty Limited ('We', 'ACN'), as set out in this Customer Authorisation Form, its attachments, and in ACN's Standard Form of Agreement, a copy of which can be found on www.acnaustralia.com.au. With regards to the transfer to ACN of my local and long distance services (local, national, international and calls to mobiles) ('Services') from my current provider of telecommunications services:

- I authorise and request the transfer of Services from my existing service provider to ACN.
- I acknowledge that I am authorised to request the transfer of the Services to ACN.
- I acknowledge that by transferring my Services I may lose benefits, functions and facilities provided by my current provider and that new Services will be provided by ACN.
- I acknowledge that the Services will remain active with my current provider until the transfer to ACN has been completed and I remain responsible to my current provider for any charges incurred prior to the Services being transferred to ACN.
- I acknowledge that there may be consequences from the transfer arising from the contract(s) with my current provider and that it is my responsibility to check the terms and conditions of such contract(s).
- I acknowledge that ACN and any other carrier or provider of telecommunications services, may exchange call charges, account and other information. I appoint ACN as my agent to perform any necessary transfer processes and to complete any documentation for these purposes, including the signing of such documentation on my behalf to effect such transfer.
- I understand that I will be solely responsible to ACN for all charges relating to the use of the Services incurred after the date of transfer.
- I understand that I must contact my current provider in relation to the provision of any services and the rectification of any faults until the transfer to ACN is effective.
- I herewith authorise ACN to obtain and use information about the credit history of all parties named in the application.
- I confirm that the Numbers listed on this form and its attachments are correct and correspond with those I request to be transferred to ACN. I indemnify ACN for any loss or damage suffered by it as a result of the Numbers being incorrect.
- I authorise ACN to choose (pre-select) my long-distance provider.
- I declare that the information I have given is true and correct to the best of my knowledge. I have read, understood and accept the above conditions and the terms of the ACN Standard Form of Agreement in relation to all Services and numbers listed on this Customer Authorisation Form.

IMPORTANT NOTICE TO THE PURCHASER

THIS CONTRACT IS SUBJECT TO A COOLING-OFF PERIOD OF 10 DAYS.

Important details about your rights are set out in the cancellation notice provided with this agreement.

Customer Signature: _____

Date: ____ / ____ / ____

Billing Details

A nominal charge applies to invoices sent by post. Refer to www.acnaustralia.com.au for details.

Invoice Delivery Method: Email Post

Billing 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 method and sign below.

1. Credit Card Visa MasterCard

Name as it appears on the card: _____

Credit Card Number: _____

Card Expiry Date: ____ / ____ (MM/YY)

Cardholder's Signature: _____

Date: ____ / ____ / ____

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 attached Direct Debit Service Agreement.

Name & address of financial institution: _____

Account Holder's Name: _____

Bank BSB Code: (____) - (____)

Branch Name: _____

Account Number: _____

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 Pty Ltd, Reply Paid 80069, North Sydney NSW 2059

Summary of ACN's Standard Form of Agreement

Under the Telecommunications Act 1997, ACN is entitled to lodge a "Standard Form of Agreement" ("SFOA") with the Australian Communications Authority setting out the terms on which ACN will supply certain goods and services to customers. Unless you have negotiated an individual contract, the SFOA is binding on you and on ACN. 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. 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:

- (a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature; or
- (b) otherwise contrary to law or an applicable code of conduct; or
- (c) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
- (d) 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. 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 content provided with the service, charges for other services provided in connection with the call, reconnection charges, disconnection charges, dishonour 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:

- (a) for any equipment you purchase or lease from us, our agent or Network Provider on or after delivery;
- (b) for any installation, activation or connection charges, after installation, activation or connection;
- (c) for variable charges, in arrears;
- (d) for recurring or fixed charges, in advance; and
- (e) 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. We may also charge a late payment fee. 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 direct debit decline 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. You can obtain the full text of our privacy policy from our website www.acnaustralia.com.au.

Termination, Suspension and Restriction With the exception of mobile Services, there is no minimum term for the provision of the Services. You may terminate the Services at any time; however, if you terminate mobile Services you may be charged an early termination fee. We may suspend or restrict the Services or immediately terminate the Agreement if, amongst others, 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.

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 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.

Direct Debit Service Agreement

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited. *Agreement* means this direct debit service agreement between you and us. *Business day* means a day other than a Saturday or a Sunday or an Australian public holiday. *Debit day* means the day that payment by you to us is due. *Debit payment* means a particular transaction where a debit is made. *Direct debit request* means the direct debit request between us and you. *Us* or *we* means Australian Communications Network Pty Limited, which you have authorised by signing a *direct debit request*. *You* means the customer who signed the *direct debit request*. *Your financial institution* is the financial institution where you hold the *account* that you have authorised us to debit.

1. Debiting your account. By signing a direct debit request, you have authorised us to arrange for funds to be debited from your nominated account or credit card. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account or credit card on the previous business day. The first direct debit will be made fourteen (14) days from the date of your first invoice. Subsequent direct debit dates are each monthly anniversary of the first direct debit.

2. Changes by us. We may vary any details of this Agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

3. Changes by you. If you wish to stop or defer a debit payment, you must notify us in writing at least thirty (30) days before the next debit day. You may cancel our authority to debit your account or credit card at any time by giving us thirty (30) days notice in writing before the next debit day.

4. Your obligations. You must ensure that there are sufficient funds available in your account to allow a debit payment to be made or that the credit limit of your credit card facility is not exceeded. If there are insufficient funds in your account to meet a debit payment or the credit card cannot be debited:

- a) You may be charged a fee and/or interest by your financial institution;
- b) You may also incur fees or charges imposed or incurred by us; and
- c) You must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.

We will not accept any bank charges levied by your financial institution for rejected transactions related to your account or credit card. If a direct debit item is returned from your financial institution, due to insufficient funds, we will contact you for permission to re-submit this item. We reserve the right to terminate the Agreement with you if two or more payments are returned unpaid by your financial institution.

5. Dispute. Please check your account statement to verify that the amounts debited from your account are correct. If you believe there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. If we conclude as a result of our investigations that your account has been incorrectly debited we will adjust your account accordingly.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

Any queries you may have about an error made in debiting your account should be directed to us in the first instance. If we cannot resolve the matter you can still refer it to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. You should check with your financial institution:

- a) Whether direct debiting is available for your account as direct debiting is not available on all accounts offered by financial institutions;
- b) If additional fees and charges may be incurred by you as a result of this Agreement;
- c) That your account details which you have provided to us are correct. Your account details may be confirmed by checking them against recent account statements, a copy of a cheque or a personalised deposit slip.

7. Confidentiality. We will keep any information in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you to the extent specifically required by law or for the purpose of this Agreement (including disclosing information in connection with any query or claim).

8. Notice. If you wish to notify us in writing about anything relating to this Agreement, you should write us at the following address:

ACN Pty Limited
PO Box 667
North Sydney NSW 2059

We will notify you by sending a notice by standard post to the address that you have given us. Any notice will be deemed to have been received two (2) business days after it is posted.

Cancellation Notices

For Customers in New South Wales, Queensland and the Australian Capital Territory:

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

Fax Number: 1300 880 609

I wish to cancel the agreement for the provision of Telecommunications Services dated ____/____/____

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ____/____/____

For Customers in Victoria:

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

Fax Number: 1300 880 609

In relation to the agreement for the provision of Telecommunications Services dated ____/____/____

I WISH TO CANCEL THIS AGREEMENT.

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ____/____/____

NOTICE TO THE PURCHASER WANTING TO CANCEL THIS AGREEMENT

IF YOU WISH TO CANCEL THIS AGREEMENT PLEASE SIGN AND DATE THIS NOTICE OF CANCELLATION AND LEAVE THE NOTICE AT THE SUPPLIER'S ADDRESS OR POST IT TO THE SUPPLIER ADDRESS OR FAX IT TO THE FAX NUMBER SET OUT IN THIS NOTICE. THIS MUST BE DONE WITHIN 10 DAYS FROM AND INCLUDING THE DAY YOU SIGNED THE CONTRACT ("THE COOLING-OFF PERIOD").

YOU MAY STILL BE REQUIRED TO PAY A FAIR PRICE FOR GOODS WHICH CANNOT BE RETURNED TO THE SUPPLIER UNLESS YOU ENTERED INTO THE AGREEMENT BECAUSE THE SUPPLIER OR THE SUPPLIER'S AGENT MADE A FALSE OR MISLEADING REPRESENTATION ABOUT YOUR NEED FOR THE GOODS.

THE SUPPLIER OR THE SUPPLIER'S AGENT MUST NOT REQUIRE YOU TO PAY FOR SERVICES PROVIDED TO YOU DURING THE COOLING-OFF PERIOD.

IF YOU CANCEL THIS AGREEMENT DURING THE COOLING-OFF PERIOD, THE SUPPLIER IS ENTITLED TO APPLY TO THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL ("VCAT") FOR AN ORDER THAT YOU HAVE TO PAY A REASONABLE AMOUNT FOR THE SERVICES YOU RECEIVED BEFORE YOU CANCELLED THE AGREEMENT. YOU WILL NOT BE REQUIRED TO PAY ANYTHING IF VCAT DECIDES THAT THE SUPPLIER OR THE SUPPLIER'S AGENT HAS BREACHED THE **FAIR TRADING ACT 1999** IN RELATION TO THIS AGREEMENT, FOR EXAMPLE BY MAKING A FALSE OR MISLEADING STATEMENT TO YOU ABOUT YOUR NEED FOR THE SERVICES.

For Customers in South Australia:

Fair Trading Regulations 1999

RESCISSION NOTICE (Fair Trading Act, ss 17 (1) (g) (ii) & 23)

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

I rescind the contract made by me on ____/____/____ relating to the supply of Telecommunications Services.

I am exercising my right to rescind the contract –

*before the expiration of the 10-day cooling-off period; OR

*because _____ (briefly describe the reason for rescission)
which is contrary to: •section 15(1) •section 17 •Division 3 Part 3 (strike out which ever not applicable) of the Fair Trading Act 1987.

I require that you repay immediately all money due to me under or with respect to that contract.

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ____/____/____

For Customers in Western Australia:

DOOR TO DOOR TRADING ACT 1987; DOOR TO DOOR TRADING REGULATIONS 1987

NOTICE TO RESCIND CONTRACT

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

I rescind the contract made by me on ___/___/_____ for the supply of Telecommunications Services. I am exercising my right to rescind the contract –

*(a) before the expiration of the 10-day cooling-off period;

*(b) because (insert a concise statement of the reason for rescission) _____

which is contrary to section 5/section 7/*Part III of the Door to Door Trading Act 1987.

I require that you repay forthwith all money due to me under or with respect to that contract.

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ___/___/_____

For Customers in Tasmania:*Door to Door Trading Act 1986***NOTICE TO RESCIND CONTRACT**

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

I rescind the contract made by me on ___/___/_____ for the supply of Telecommunications Services.

I am exercising my right to rescind the contract –

*(a) before the expiration of the 10-day cooling-off period;

*(b) because (insert a concise statement of the reason for rescission) _____

which is contrary to *section 5/*section 7/*Part III of the Door to Door Trading Act 1987.

I require that you repay forthwith all money due to me under or with respect to that contract.

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ___/___/_____

For Customers in the Northern Territory:*Consumer Affairs and Fair Trading Act 1990***NOTICE OF RESCISSION OF CONTRACT**

To Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060

I rescind the contract made by me on ___/___/_____ for the supply of Telecommunications Services.

I am exercising my right to rescind the contract –

*(a) before the expiration of the 10-day cooling off period; OR

*(b) because (briefly describe reason for rescission) _____

which is contrary to *section 99(1)/*section 101/*section 102(1) or (2)/*section 103/*section 104/*section 105/
*section 106(1) of the Consumer Affairs and Fair Trading Act.

I require that you repay forthwith all money due to me under or with respect to that contract.

Customer ID _____ Title: Mr Mrs Ms Miss Dr

First Name _____ Last Name _____

Telephone: _____

Signed by the customer: _____ Date: ___/___/_____

***Strike out whichever is not applicable**

Information regarding your right to cancel this agreement during the cooling-off period.

For the purposes of this notice, the term "Telecommunications Services" shall include the provision of fixed services, mobile services and Internet services, as requested in the Customer Authorisation Form.

For Customers in New South Wales, Queensland, Victoria and the Australian Capital Territory:

To _____

You are entitled to rescind the contract made by you on ____ / ____ / _____ to acquire Telecommunications Services by giving notice to Australian Communications Network Pty Ltd in or to the effect of the form attached to this statement addressed to the following address: **Australian Communications Network Pty Ltd, Level 7/1 Pacific Highway, North Sydney NSW 2060** at any time within the 10-day cooling-off period. The 10-day cooling-off period commences on the day on which the contract was made. You are not entitled to terminate the contract within the 10-day cooling-off period if the contract was made as the result of an unsolicited request by you to the dealer or supplier to attend at the place where the contract was made.

For Customers in South Australia:

Fair Trading Regulations 1999; Notice of Right to Rescind Door to Door Contract (Fair Trading Act 1987, 2. 17 (1) (g) (i))

To _____

You are entitled to rescind (ie cancel) the contract you made on ____ / ____ / _____ relating to the supply of Telecommunications Services by sending a **RESCISSION NOTICE** (see attached) to **Australian Communications Network Pty Ltd at Level 7/1 Pacific Highway, North Sydney NSW 2060** at any time within the 10-day cooling-off period which begins on the day on which the contract was made (see above).

You may be entitled to cancel the contract within **6 MONTHS** if –

- (a) the contract contains provisions which exclude or restrict the operation of South Australian laws; or
- (b) the contract is not properly filled out or is not signed and copies of the contract and associated documents are not given to you; or
- (c) the dealer called on you –
 - at any time on a Sunday or public holiday; or
 - before 9.00 a.m. or after 5.00 p.m. on a Saturday; or
 - before 9.00 a.m. or after 8.00 p.m. on any other day; or
- (d) the dealer –
 - failed to leave when you asked; or
 - failed to give you an identity card, or harassed you.

If you think you have a right to cancel the contract for one of these reasons you should first seek legal advice from your solicitor or check with the Consumer Affairs Branch of the Office of Consumer and Business Affairs.

For Customers in Western Australia:

DOOR TO DOOR TRADING ACT 1987; DOOR TO DOOR TRADING REGULATIONS 1987
STATEMENT REQUIRED TO BE GIVEN BY THE DEALER TO THE CONSUMER AT OR IMMEDIATELY BEFORE THE MAKING OF THE CONTRACT

To _____

You are entitled to rescind the contract made by you on ____ / ____ / _____ to acquire Telecommunications Services by giving notice to Australian Communications Network Pty Ltd in or to the effect of the form attached to this statement addressed to the following address: **Australian Communications Network Pty Ltd Level 7/1 Pacific Highway, North Sydney NSW 2060** at any time within the 10-day cooling-off period. The 10-day cooling-off period commences on the day on which the contract was made. You are not entitled to terminate the contract within the 10-day cooling-off period if the contract was made as the result of an unsolicited request by you to the dealer or supplier to attend at the place where the contract was made. You are also entitled to rescind the contract within 6 months of the date of the contract if there has been a breach of section 5, section 7 or Part III of the *Door to Door Trading Act 1987*.

For Customers in Tasmania:

Door to Door Trading Act 1986

STATEMENT REQUIRED TO BE GIVEN BY THE DEALER TO THE CONSUMER AT OR IMMEDIATELY BEFORE THE MAKING OF THE CONTRACT

To _____

You are entitled to rescind the contract made by you on ____ / ____ / _____ to acquire Telecommunications Services by giving notice to Australian Communications Network Pty Ltd in or to the effect of the form attached to this statement addressed to the following address: **Australian Communications Network Pty Ltd Level 7/1 Pacific Highway, North Sydney NSW 2060** at any time within the 10-day cooling-off period. The 10-day cooling-off period commences on the day on which the contract was made.

You are not entitled to terminate the contract within the 10-day cooling-off period if the contract was made as the result of an unsolicited request by you to the dealer or supplier to attend at the place where the contract was made.

You are also entitled to rescind the contract within 6 months of the date on which the contract was made if there has been a breach of section 5, section 7 or Part III of the Door to Door Trading Act 1986.

For Customers in the Northern Territory:

Consumer Affairs and Fair Trading Act 1990

NOTICE OF RIGHT TO RESCIND DOOR TO DOOR CONTRACT

To _____

YOU ARE ENTITLED TO RESCIND (ie CANCEL) THE CONTRACT YOU MADE ON ____ / ____ / _____ TO ACQUIRE TELECOMMUNICATIONS SERVICES BY SENDING A RESCISSION NOTICE (IN OR TO THE EFFECT OF THE ATTACHED NOTICE) TO: AUSTRALIAN COMMUNICATIONS NETWORK PTY LTD AT THIS ADDRESS:

AUSTRALIAN COMMUNICATIONS NETWORK, LEVEL 7/1 PACIFIC HIGHWAY, NORTH SYDNEY NSW 2060

AT ANY TIME WITHIN THE 10-DAY COOLING-OFF PERIOD.

This period begins on the day on which the contract is made.

YOU MAY BE ENTITLED TO RESCIND THE CONTRACT WITHIN 6 MONTHS IF:

- (a) the contract contains provisions which exclude or restrict the operation of Northern Territory laws; (section 99) or
- (b) the contract is not properly filled out or is not signed and copies of the contract and associated documents are not given to you; (section 101) or
- (c) except by prior appointment the dealer called on you – (Division 3, Part VII) at any time on a Sunday or public holiday, before 9.00 am or after 5.00 pm on a Saturday, before 9.00 am or after 8.00 pm on any other day, or failed to leave when you asked, failed to produce to you an identity card or harassed you; or
- (d) if the supplier or dealer accepts money from you before the expiration of the cooling-off period or supplies services during that period; (section 102(1) or (2)).

If you think you have a right to rescind the contract for one of these reasons you should first seek legal advice from your solicitor or check with the Office of Consumer Affairs and Fair Trading.