

Section F
Direct Debit Authority

Direct Debit Request



I request Telecom Connect Australia Limited (ACN 067710392) ("Telecom Connect") until further notice, to arrange payment of my Telecom Connect Account(s) as detailed below, by debiting my savings/cheque account or my credit card as detailed below. I acknowledge that this request may be terminated at any time, by notice in writing, from either Telecom Connect or myself and that an alternative method of payment must then be adopted. I understand that the terms and conditions of the Direct Debit Service Agreement also govern this Direct Debit Authority. If this form is incomplete it will be sent back to the following address:

Telecom Connect Account Number _____

Full Name of Customer _____

Address _____

State _____ Postcode _____

Home Phone Number _____ Business Phone Number _____

Mobile Number _____ Fax Number _____

Request and Authority to debit the account named below to pay Telecom Connect

Company Name _____

Financial Institution Name _____ Financial Institution Address _____

Name of account _____

Account Number _____ BSB Number _____

Note: Direct Debiting is not available on all accounts. If in doubt, please refer to your financial institution.

Direct Debit from Credit Card* Request

Please Tick Visa Bankcard Mastercard American Express* Diners* _____

Name appearing on credit card _____

Cardholder Number _____ Expiry Date _____

Cardholder's Signature _____

Note: * A surcharge will apply for credit card payments as set out on your invoice or for further details please contact Customer Service on 1300738002.

This section must also be completed to validate this Direct Debit Authority

Acknowledgement

By signing this Direct Debit Authority:

- > The signatory warrants that the signatory is duly authorised to execute this Direct Debit Authority on behalf of the Customer set out above; and,
- > I agree that I have been given the opportunity to read, or I have read, and agree to abide by the terms and conditions set out in the attached Direct Debit Request Service Agreement.

Authorised Representative Name (Please Print) _____ Date _____ / _____ / _____

Position _____ Authorised Representative Signature _____

Direct Debit Authority

Direct Debit Request Service Agreement

Definitions

- **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 Request Service Agreement between you and us.
- **business day** means a day other than a Saturday or a Sunday or a public holiday listed in NSW.
- **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 Authority form between us and you and includes any Form PD –C approved for use in the transitional period.
- **us or we** means Telecom Connect Pty Ltd (ACN 067710392) ("Telecom Connect") who you have authorised by signing a direct debit request.
- **you or I** means the customer who signed the direct debit request.
- **your or my financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your account

- 1.1 By signing the Direct Debit Authority, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Authority and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, an invoice advert which specifies the amount payable by you to us on or around the due date of the invoice.
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Changes by us

- 2.1 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

- 3.1 Subject to clause 3.2, you may change the arrangements under the Direct Debit Authority by contacting us on 1300 738 002.
- 3.2 You may also cancel your authority for us to debit your account at any time by giving us five working days notice in writing before the next due date. This notice should be given to us in the first instance.
- 3.3 If you are a business then you agree that if we need your consent to undertake certain actions, then provided we act in good faith, we may rely upon the authority of any of your employees, who warrants to be authorised to provide consent on behalf.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
 - (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 clear funds to be in your account by an agreed time so that we can process the debit payment
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If Telecom Connect is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Telecom Connect on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 738 002 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 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.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. 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. Financial Institution Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

- 7.1 We will keep any information (including your account details) in your Direct Debit Authority 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.
- 7.2 We will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Privacy

- 8.1 If you are a natural person or business we will collect personal information about you or information about your business, including but not limited to your electronic contact details such as email.
- 8.2 Where you have nominated a network service in your Contract, Clause 7 of the Standard Customer Agreement contains provisions about the use by Telecom Connect Pty Ltd of your personal information and business information. A summary of clause 7 is set out in the Summary provided in Section E of this Contract. You should also read the provisions in clause 7 of the Standard Customer Agreement to be found at www.telecomconnect.com.au. By signing this Contract you confirm that you have read and understood and you agree to those provisions.
- 8.3 Where you have nominated rental, sale, or maintenance of equipment only (without network services) in your Contract, clause 21 of the Rental and CustomCare Terms & Conditions, clause 26 of Terms and Conditions of Sale and clause 13 of the Enterprise CustomCare Terms and Conditions set out in Section E of this Contract contain provisions about the use by Telecom Connect Pty Ltd of your personal and business information. By signing this Contract you confirm that you have read and understood and you agree to those provisions.

9. Credit Checks

- 9.1 Prior to accepting your Contract, you must provide to us all information relevant to our assessment of your credit rating. You consent and acknowledge that you:
 - (a) understand that the Privacy Act allows us to give a credit reporting agency certain personal information about you. The information we disclose to a credit reporting agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations) and cheques drawn by you for \$100 or more which have been dishonoured more than once;
 - (b) agree to our obtaining from a credit reporting agency a credit report containing information about your personal credit worthiness for the purposes of assessing your application and assisting in collecting overdue payments and to our obtaining information about your commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to
 - (c) agree to our giving to and obtaining from any credit provider named in your Contract or in a credit report on you issued by a credit reporting agency, information about your credit arrangements for the purposes of assessing your Contract, notifying a default by you, allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers and generally assessing your credit
 - (d) understand the information exchanged can include any information about your business, personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

10. Notice

- 10.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Telecom Connect Pty Limited, PO Box 7866, Baulkham Hills, NSW 2153.
- 10.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 10.3 Any notice we send will be deemed to have been received two business days after it is posted.

11. Direct Debit Authority

- 11.1 By signing the Direct Debit Authority you confirm that we may accept and rely on, and you will be bound by, a facsimile copy of your authority as if it were an original.