Customer Application Form

CUSTOMER DETAILS

Dealers Full Name: _____   **Dealers Code:** _____

SECTION 1: EXISTING CUSTOMER

Account Name: _____   **Existing Account No:** _____

SECTION 2A: NEW CUSTOMER - COMPANY

Company Name / Trading Name: _____   **ABN or ACN:** _____

SECTION 2B: NEW CUSTOMER - PROPRIETOR, SOLE TRADER OR CONSUMER

Solo Trader or Consumer Application: ☐   **Registered Business Entity Application (Other Organisation):** ☐

Director Given Name (Sole Trader/Consumer): _____   **Surname:** _____

Trading Name (if applicable)**:** _____   **ABN** (if applicable)**:** _____

Drivers License Number (Sole Trader/Consumer): _____   **Date of Birth:** _____

SECTION 2C: TRUST PARTNERSHIP

Date of Birth: _____   **Personal Guarantee Attached:** ☐

SECTION 3: NEW CUSTOMER DETAILS (primary business or residential address and contact information)

Street Address (must not be a PO Box): _____

Suburb: _____   **State:** _____   **Postcode:** _____

Contact Name: _____   **Position:** _____

Phone Number: _____   **Mobile Number:** _____

Email Address: _____   **Fax:** _____

NOTES:

DELIVERY ADDRESS FOR HARDWARE (must be street address)

As Above: ☐   **Pick Up:** ☐

Street Address: _____

Suburb: _____   **State:** _____   **Postcode:** _____

CUSTOMER AUTHORISATION - SELECT SERVICES REQUIRED

By signing this form, we authorise the products listed below to be provided by VoiceTel and accept the relevant terms and conditions

associated with those products as attached to this application form.

IP Voice No Commitment: ☐   IP Voice 12 Month Contract: ☐

IP Voice 24 Month Contract: ☐   IP Voice 36 Month Contract: ☐

Customer First Name (authorised company representative): [   ]   **Surname:** [   ]

Position: [   ]   **Customer Signature:** [   ]

Date: [   ]

BUSINESS IP VOICE & HOSTED IPBX

SECTION 1: RATE PLAN

Rate Plan Name: [   ]   **Rate Number:** [   ]

SECTION 2: CURRENT EQUIPMENT LIST AND SPEED TEST

An ADSL speed test must be completed as part of the application process please refer to www.speedtest.net

Upload Speed: [   ]   **Download Speed:** [   ]   **Ping:** [   ]   **Modem:** [   ]

SECTION 3: CALL HANDLING

Direct to EXT: ☐   **Hunt Group:** ☐   **Auto Attendant (IVR):** ☐

SECTION 4: EXTENSION PROVISIONING

Staff Name:	Ext Number:	Handset Model	Hardware Required by Dealer?	Outbound DID to be Displayed	Voicemail	Email address for voicemail delivery	Fail Over Number (Optional)
Example- Alex	Example- 4001	Example- Fanvil X6	"Checkbox"	Example- 0387252070	"Checkbox"	support@voicetel.com.au	Example- 04XXXXXXXX

*ACMA regulations do not allow for the outbound number to be displayed as 13 / 1300 or 1800 numbers; ** Twinning: call to mobile charges apply on all calls answered on your mobile ($10 fee month per handset applies for Twinning); if nonstandard provisioning is required a once off programming fee of $10 per handset will apply. *$2 Charge for new DID.

SECTION 5: ADDITIONAL FEATURES

Fax to Email: ☐

SECTION 6: HARDWARE ORDER & CONNECTION FEES

Make / Model	Quantity	Sell Price (each)	Total Upfront Cost
Sub Total			
Freight			
Total Connection Fees			
Total Initial Payment			

Initial: _____

SECTION 7: CUSTOMER CONFIRMATION OF UNDERSTANDING

I understand

☐ The Plan/Access fees are charged in advance on the first bill cycle immediately after activation.

☐ My account must be set up on direct debit with payment being deducted 4 days after the email is issued.

☐ That if my payment bounces then my services may be suspended and a dishonour fee of $10.00 may be applied.

☐ That a dedicated wired internet connection for use of VoiceTel services is recommended and the quality of service may be affected by my internet connection, modem, firewall and other matters outside of the control of VoiceTel.

☐ That calls to 1900, emergency calls, back to base alarms, fax services and EFTPOS systems cannot be used with VoiceTel IP Voice

☐ The Plan/Access fees are charged in advance on the first bill cycle immediately after activation.

☐ That the Business plans are not available for commercial or non standard business use, i.e. telemarketers and call centres.

☐ That any Unlimited/Included components are subject to Fair Use Policy as specified in the attached terms & conditions

☐ That if a service is disconnected, the recurring monthly access fee is charged until the end of billing cycle.

☐ That the customer Service Guarantee Waiver (below) applies to this service and if withdrawn then VoiceTel is not obliged to provide the service.

☐ I understand that all handsets are locked to the VoiceTel service as this is a managed hosted service.

PORTING

☐ My PSTN number may be ported to VoiceTel and an initial porting charge may be applied.

☐ That a Ported Number Hosting fee will apply.

☐ That as the time of port (cutover) there may be a period of up to 30 minutes where you will be able to make IP Voice calls but not on the old PSTN or ISDN service.

☐ That my current carrier may apply a charge to port these numbers out.

☐ That the port may take up to 6-8 weeks to complete.

Initial: _____

SECTION 8: CUSTOMER SERVICE GUARANTEE WAIVER OF INTERNET PROTOCOL (VoIP) SERVICES

In regard to the services listed in the application form and in accordance with Parts 5 Telecommunication (Customer Protection and Service Standard) Act 1999 (Cth) [The Act], and the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) [CSG], SL proposes that you waive your protection and rights in full. As a customer, you are not obliged to waive your protection or rights in full, however in certain circumstances you acknowledge that SL reserves its right not to provide you with a service. In return, SL agrees to provide you with significantly lower call costs and technical support; all on the basis that SL is not required to meet the standards set

☐

out in the Customer Service Guarantee. The Protection and Rights you are waiving include:

• Damages for breach of performance standards, as per section 116 of the Act.
• Time for payment if damages for breach if performance standards, as per section 117A of the Act.
• Right of Contribution, as per section 118A of the Act.
• Guaranteed maximum connection periods, as per the CSG.

• Guaranteed maximum rectification period, as per the CSG.

• Information to be given to Customers, as per the CSG.
• Making and Changing Appointments, as per the

CSG.

This waiver will take effect seven days from the date of purchase of the SL service, unless you notify SL of your intent not to be bound by this waiver within the given timeframe. Should you choose to notify SL of your intent to rescind this agreement, SL reserves the right not to provide you with a service. For more information regarding your CSG rights, please refer: http:// www. acma.gov.au/Citizen/Consumer-info/Rights-and-safeguards/Phone-connection-and-repair/ customer-service-guarantee-csg and details on this waiver http: //www.acma.gov.au/theACMA/ telecommunications--waiver-of-customer-service-guarantee--1997

☐

I understand the effect of this waiver and I have completed the waiver freely and voluntarily.

Initial: _____

HANDSET BUTTONS for iPBX programming

Customisation options are: Handset buttons, Ring Groups, After Hours, Auto Attendant.

Standard Handset Configuration		
List of Extensitons		
1-	7-	13-
2-	8-	14-
3-	9-	15-
4-	10-	16-
5-	11-	17-
6-	12-	18-

CUSTOMISATION FORM (Optional)

SECTION 1: HUNT GROUP

As standard calls when "all calls to receptionist" is chosen, the calls will ring at extension 4001.
If preferred we can ask the call to ring other extensions, or groups of extensions, to create a hunt group.
There are a maximum of 4 steps in the hunt group. If more than one step is nominated there must be a final destination

Example

	Direct Call to	Time period before next action
Incoming Call	4001	10sec
2nd Call route (Optional)	4002;4003;4004	10sec
3nd Call route (Optional)	4005;4006;4007	10sec
Final Destination	Voicemail Extension - 4001	

Please complete the table below to configure the hunt group as you need:

	Direct Call to	Time period before next action
Incoming Call		
2nd Call route (Optional)		
3nd Call route (Optional)		
Final Destination		

SECTION 2: AUTO ATTENDANT (If Applicable)

The auto attendant is accessed by dialling *98100. Here the customer can record the greeting (push 1 for.... push 2 for etc,)
Please detail in the table below which extensions you require the call to be directed to when the option is chosen. The destination can be a single extension or a group of extensions.

Option Pressed	Destination
1-	
2-	
3-	
4-	
5-	

1. General

1.1. These Terms and Conditions are to be read in conjunction with our General terms and Conditions.

1.2. Service shall mean the service(s), and any related goods,

provided by VoiceTel, and/or its agents and suppliers, to Customer pursuant to this Agreement which is more particularly described in the Synergy Order (ORDER).

1.3. Provided that Customer is not in default of its obligations, VoiceTel will use reasonable efforts to supply Customer

with the Service pursuant to the terms and conditions set out in the General Terms and Conditions, or as modified in this order, for the Term. At any time, Customer may request revised Services from VoiceTel by completing an additional ORDER and providing it to VoiceTel.

1.4. On acceptance of the additional ORDER by VoiceTel, the additional ORDER will be deemed incorporated into this Agreement. VoiceTel reserves the right not to accept any ORDER for any reason.

1.5. Customer agrees and acknowledges that the Services may be revised at any time to comply with any lawful order, direction, consent, specification, designation or determination any regulatory body with jurisdiction over VoiceTel or the Services. VoiceTel will work with Customer to implement any revisions to the Services that may be required by any such requirements. Customer agrees to work with its End Users to promptly and effectively implement any service modifications required pursuant to this section.

1.6. Customer agrees that the Services will at all times be provided in a manner consistent with VoiceTel regulatory and industry obligations that are imposed from time to time. Customer and VoiceTel agree to promptly implement all modifications to the Service required to assure VoiceTel and Customer's continued compliance with all such regulations.

1.7. Customer agrees that it :

1.7.1. will not use the Services for any improper or unlawful purpose, or allow others to do so; and

1.7.2. will comply with all reasonable instructions issued by VoiceTel which concern the use of the Services, including, but not limited to, the Excessive Usage Policy, Number Conditioning and Requirement for Traffic Routing set out in this Agreement; and

1.7.3. will, at all times during the Term, comply with all licence requirements imposed on the Customer in relation to the provision of the Services and hold any appropriate licences Customer requires to lawfully operate the Services that are the subject of this Agreement and/or which are to be connected to Customer or its End Users by virtue of the Services.

6. Termanation

6.1. VoiceTel may, at its option, (without prejudice to any of its other rights) either suspend service or terminate this Agreement with immediate effect at any time by giving written notice to Customer if Customer:

6.1.1. Has failed to make payment for Services by the Due date; or

6.1.2. Has committed any other material breach of any of its obligations hereunder, and has not remedied the breach within fourteen (14) days of written notice to do so; or

6.1.3. Fails to maintain in effect a valid licence to operate or use its system, which affects the exercise of rights or performance of obligations under this Agreement; or

6.1.4. Makes an arrangement of composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally or a bankruptcy order is made against such other party or a resolution is passed by it for its winding up, a court or competent jurisdiction makes an order winding up or dissolution, an administration order is made in relation to it or a receiver is appointed over (or an encumbrancer takes possession of or sells) and of its assets; or

6.1.5. Fails to use the Services as set out in this Agreement for a period of three (3) consecutive months; or

6.1.6. VoiceTel reasonably suspects fraud or other misuse by Customer or Customer's End Users or any other person in connection with Customer with either the Service; or

6.1.7. VoiceTel reasonably determines that there has been an unusually high use of the Service, or if Customer significantly changes any traffic profile or forecast given to VoiceTel; or

6.2. In the event that this Agreement is terminated for any reason within the Initial Period, Customer shall be liable to VoiceTel for all fees and charges due for Services supplied by VoiceTel including but not limited to the Establishment Fee, Minimum Spend, all Usage and monthly charges for the Term of the Agreement.

7. Excessive Usage Policy

7.1. In the event of Excessive Usage of the Service by the Customer, VoiceTel may require Customer:

7.1.1. To reduce the use of the Service, in the case of untimed calls;

2. Fees, Billing and Payment

2.1. Customer agrees to pay the rates, fees and charges for the service ordered, and in any ORDER, for the Services.

2.2. VoiceTel will invoice for the rates, fees and charges and/or in any ORDER. Payment is due in accordance with our General Terms and Conditions. If full payment is not received by VoiceTel by the Due Date, VoiceTel may, without prejudice to its rights and remedies, and with regard to the Financial Hardship Policy, immediately suspend the Services until full payment is received.

2.3. The charges specified in this Agreement are exclusive of all government taxes, fees and other charges including but not limited to Goods and Services Tax (GST), and which, if due and owing, shall be added to Customer's invoice and charged at the prevailing rate.

2.4. Customer shall be liable in full for all charges relating to its use of the Services, without deduction for any reason, including without limitation:

2.4.1. Any alleged unauthorised or fraudulent use of the Services; and

2.4.2. Any failure by Customer to recover any sums from its End User or any other third party; and

2.4.3. Any discount or rebate that Customer may decide to give any End User or other third party whether related to the quality or availability of the Services or otherwise

3. Operations and Mainenance

3.1. Both parties shall comply with all codes of practice applicable to Australian Telecommunications operators including but not limited to obligations in respect of Calling Line Identification ('CLI') and as may be agreed in writing between the parties from time to time.

3.2. Customer shall make any VoiceTel supplied equipment accessible to VoiceTel or its agent at reasonable notice for any maintenance or other support services. At no time shall maintenance or provisioning activity be carried out by one party on any equipment provided, owned and operated by either party without the party's prior consent.

3.3. Customer shall revise its use of the Services on receipt of written Notice from VoiceTel that Customer's use of the Services violates or damages any of VoiceTel service providers for the Services.

4. Fair Use Policy

4.1. The Customer agrees to be bound by, and implement policies with its end users so that they are bound by our Fair Use Policy.

5. Requirement For Traffic Routing

5.1. As a requirement of the Legal Intercept Plan, no asymmetrical routing of traffic is permitted. VoiceTel stipulates that for the services associated with the numbers routed by VoiceTel to Customer, Customer cannot (except in the situation of failure of the service offered by VoiceTel) route outbound voice traffic via a third party carrier.

and/or

7.1.2. Pay additional charges to recover any costs or losses incurred by such excessive usage. Such charges shall be based on timed national call rate as per VoiceTel then current pricing schedule; and/or

7.1.3. Cancel the Service for Customer or certain of Customer's End Users.

7.1.4. Customer agrees that VoiceTel may republish/revise its Excessive Usage Policy at any time during the Term.

7.2. For the purposes of this Agreement "Excessive Usage" shall include, but is not limited to:

7.2.1. Average call duration that exceeds 9 minutes where calls are untimed.

7.2.2. An inbound to outbound ratio of calls that exceeds 3:1; and/or

7.2.3. Any other metric that VoiceTel informs Customer in writing.

8. Limation of Liability

8.1. VoiceTel shall not be liable in any way for a suspension, interruption, degradation or other fault howsoever arising in connection with the provision of Services to Customer or to Customer's End Users.

8.2. Nothing in the Agreement shall exclude or restrict either party's liability set out under applicable statute or regulation.

8.3. Subject to the express terms of this Agreement, neither party shall be liable to the other party for any claim, proceedings or actions brought or made against that other party by the persons pursuant to a contractual relationship with the other party.

9. Force Majeure

9.1. Not with standing any provision of this Agreement, neither party shall be liable for its inability in performing any of its obligations hereunder (other than obligations to pay any sum to the other party) if such inability is caused by or arises as a result of circumstances beyond its reasonable control including, without limitation, inability or delay caused through force majeure including fire, flood, riot, industrial dispute of any kind, lightning, explosion civil commotion, malicious damage, storm, tempest, acts or omissions of other communications carriers, acts of government or other regulatory authority, acts of comissions of persons of persons bodies for whose the affected party is not responsible, and any circumstances beyond that party's reasonable control.

10. Terms

10.1. Temporary DID(s) assigned to customer(s) are own by VoiceTel and cannot be ported out.

10.2. VoiceTel does not meter or provide logs for unlimited SIP/VoIP services as per the Customer Privacy Policy.

Customer Signature: