

# GENESYSTELE AGREEMENT FOR

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

By signing here, I agree I am applying for the services contained in this agreement. I confirm I am a current director of the company or I am a currently authorised representative of the director/s of the company. If it is subsequently found that I am not a current director or not authorised to sign on behalf of the director/s of the Company, I agree that any outstanding debt in relation to the Services may be transferred to a new account created in my name and that I will become personally liable for all debts relating to these Services.

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 Genesys Worldwide Pty Ltd 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.genesystel.com.au/privacy](http://www.genesystel.com.au/privacy)

All pricing includes GST.

#### Important Notice

You may have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information at the end of this agreement.

# YOUR COMPANY DETAILS

COMPANY REGISTERED NAME  
TRADING AS  
ACN  
NUMBER OF EMPLOYEES

DATE  
ABN  
YEARS TRADING

## Trading Address

**STREET** \_\_\_\_\_ **SUBURB** \_\_\_\_\_ **STATE** \_\_\_\_\_ **POST CODE** \_\_\_\_\_

# Billing Address

**STREET** \_\_\_\_\_ **SUBURB** \_\_\_\_\_ **STATE** \_\_\_\_\_ **POST CODE** \_\_\_\_\_

## Signatory Details

**TITLE**      **FIRSTNAME**      **SURNAME**  
**POSITION**      **CONTACT NUMBER**  
**EMAIL**

# Technical Details

PREVIOUS CARRIER	ACCOUNT NUMBER	
PABX	MAKE	MODEL NO.

# Maintenance Details

**TITLE**                    **FIRSTNAME**                    **SURNAME**  
**POSITION**                **CONTACT NUMBER**  
**EMAIL**

# Sales Executive Details

SALES REP NAME \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_

## Landline Product Summary

# Site Address

## STREET

## SUBURB

STATE

**POST CODE**

### LINE RENTAL PER MONTH

## NUMBER OF SERVICES

NEW

## RESIGN

PORT

## CONTRACT TERM

## TOTAL PLAN COST PER MONTH

50 NUMBER BLOCK..... QTY

**TOTAL PRICE:**

100 NUMBER BLOCK..... QTY

**TOTAL PRICE:**

## MIN SPEND PER MONTH

**MAX CANCELLATION FEE:**

### **INSTALLATION FEE (ONE OFF)**

## LOCAL CALLS

## NATIONAL CALLS

CALLS TO 13/1300

FLAGFALL

## CALLS TO MOBILE

## TENURE DISCOUNT:

## OFFER:

**TOTAL CREDIT:**

**CONNECTION TYPE:**

**PREVIOUS CARRIER:**

**ACCOUNT NUMBER:**

## SERVICE NUMBERS:

# LANDLINE TERMS & CONDITIONS

## Privacy and 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. Without it, we may not be able to supply products or provide the level of service you expect.

We share personal information within Genesystel and with a number of other service providers and partners for these purposes; some of whom may be overseas. If you'd like more info about our privacy practices, 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.genesystel.com.au/privacy-policy](http://www.genesystel.com.au/privacy-policy)

We'll need to do a credit check before setting you up with a monthly billing account. For info on how we handle your credit information, including the credit reporting bodies we work with and are likely to disclose it to, check out our privacy policy at [www.genesystel.com.au/privacy-policy](http://www.genesystel.com.au/privacy-policy)

## Cancellation

### If you cancel any of the Services on an Individual Service:

(a) before the Service Start Date, then you must pay Genesystel all infrastructure and installation costs incurred by Genesystel in connection with preparation for the provision of the Service or Individual Service; or

(b) during the Committed Term, then you may have to pay Genesystel a Cancellation Fee, as set out in the Standard Form of Agreement Pricing Table for the relevant Service.

## Unsolicited Agreements

If you have purchased a good or service from us as a result of an unsolicited telemarketing call or visit, you have a right to cancel your service within 10 business days from and including the day after you signed or received this agreement. Please contact your Genesystel sales representative for details about your additional rights to cancel this agreement and the cancellation form.

## Service-specific terms and conditions

The following Genesystel Critical Information Summaries (CIS) contain detailed information relevant to your products and services in plain language that is easy to understand. For further information about other product and services which do not have a Critical Information Summary, please refer to the Standard Form of Agreement found at [www.genesystel.com.au/standardagreements](http://www.genesystel.com.au/standardagreements)

Fees and charges: Information about fees and charges under the agreement is set out in the standard pricing table. You are responsible for paying the fees and charges for the services (set out in the standard pricing table or under a promotion or offer made by us), any additional fees and charges under the agreement (including your application) and those fees and charges, which are notified by us in accordance with the agreement. You must pay all fees and charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it. (see Complaints and disputes) Charges may include: usage charges, access fees, administration charges, suspension or cancellation fees, late payment fees, payment dishonor fees and reconnection or reactivation fees. The amount of the service charges will depend on the service you select and may also 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, the volume of calls made during a period and any discounts that might apply. If you would like further details about our charges, please refer to the standard pricing table or contact us customer service. We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for example, if there has been an unusually high use of the service). We may offer promotions or offers in connection with the service (special). If you validly accept a special, the price and terms of the special will prevail over those otherwise applicable under the agreement for the duration of the special until the special expires and then the full terms of the agreement will apply.

## Fixed Number porting

### Step 1: Authority to Port

I certify I have the authority as lessee of the telephone numbers listed in this Application, or as the authorised agent for the lessee, to request porting of these local numbers to Genesystel. I request that Genesystel port these numbers and understand that this will result in the disconnection of these numbers from my current carrier and the finalisation of the current account(s). I acknowledge that there may be costs and obligations associated with the port which may include early termination fees and porting fees. I understand that during the porting process there may be a period where calls are not received and that porting may also result in the disconnection of any associated service such as broadband on the same line.

## **Step 2: Agency Authority**

I authorise Genesystel to obtain service number details from my current carrier, in order to facilitate the porting of my local numbers at the sites listed in this Application. I authorise Genesystel' nominated representative to extend the validity of this Porting Authority Form ('PAF') for the purposes of carrying out the port of my Service(s) to Genesystel in circumstances where: this PAF expires before porting has been completed; or if additional details need to be added or edited in order to complete the port/s. This authority will remain in place for 12 months from the date of signature unless I notify Genesystel that the porting authority is cancelled.

## **Step 3: Emergency Return Authority**

I agree that if an Emergency Return of my local numbers is required during the porting process, Genesystel may request an Emergency Return from my current carrier during the Emergency Return Request Period.

# **Freephone and Local Rate Service Number Porting**

## **Agency Authority**

I authorise Genesystel' nominated representative to complete and sign a new Porting Authority Form ('PAF') for the purposes of carrying out the port of my Service(s) to Genesystel in circumstances where: this PAF expires; additional details need to be added; and/or details need to be edited or deleted. This authority will remain in place for 12 months from the date of signature or until I notify you otherwise (eg if I cancel my application for Services).

## **Porting Authority**

I certify I have the authority as lessee of the telephone numbers listed in this Application, or as the authorised agent for the lessee, to request porting of these telephone numbers to Genesystel. I request that Genesystel port the telephone numbers listed in this application and that porting will result in disconnection of these service numbers from my current carrier and finalisation of the current account(s) for these numbers. I acknowledge that although I have the right to port my number(s) to Genesystel, there may be costs and obligations associated with the Port which may include early termination fees and Porting fees. I also authorise Genesystel to obtain from my current carrier, service details to facilitate this Port.

## **General**

If I move the address of my service numbers, I acknowledge Genesystel cannot Port the numbers on the same day.  
I indemnify Genesystel against any loss or damage it may suffer as a result of any information included in this form being incorrect.

# Internet Product Summary

INCLUDED MONTHLY DATA

ADDITIONAL DATA THEREAFTER

SERVICE NUMBER (CHURN) INTERNET

LINE SPEED

CONTRACT TERM

INSTALLATION CHARGE ( ONE TIME)

## **MONTHLY CHARGE EXCLUDING GST**

MONTHLY CHARGE

**Genesys Worldwide Pty Ltd** may refuse or cancel your service on the basis of its credit assessment of you or your business. **Genesys Worldwide Pty Ltd** reserves the right to cancel this order based on site assessment or **unavailability** of Service. Please refer to our full terms at [www.genesystel.com.au/legal](http://www.genesystel.com.au/legal)

## **Terms and Conditions**

- i. This Service Order Form constitutes an irrevocable offer by the Customer to order the service/s detailed in this Service Order Form (the "Service/s") on the terms of the Agreement;
- ii. The Customer has read and understood the Agreement
- iii. You will need a compatible modem, router or firewall at your premises.
- iv.
- v. If you choose to cancel your service or it is disconnected within the term of your contract, you must pay a cancellation fee. This is calculated as your monthly access fee multiplied by the months remaining in your contract. You will also be liable for all infrastructure and installation costs incurred by Genesystel in connection with preparation for the provision of the Service and Individual Service.
- vi. On acceptance by Us in writing, in our sole discretion, and in whole or in part:
  - a. the Customer is bound by the Agreement; and
  - b. the Service Agreement:
    - i. replaces and supersedes any existing service agreement between the Customer and Us; and
    - ii. applies to all present and future services supplied by Us (unless expressly replaced or varied by another agreement, which will then apply).

The Customer certifies that the details contained in this Service Agreement complete and correct. The Customer and any person submitting this Service Order Form for the Customer warrant that the person submitting this Service Order Form is authorised by the Customer and has received no notice of revocation of that authorisation by the Customer.

In this Service Agreement We collect personal information from or about employees, principals or directors of the Customer. Please see Our Privacy Policy at <http://genesystel.com.au/privacy-policy>, which gives you important information about our use of personal information.

For the avoidance of doubt, the Agreement forms part of "the Agreement" (as defined in the Service Agreement) which means the documents which

together form the agreement between the Customer and Us in relation to all services supplied by Us.

"Service Agreement" means either:

- i. where a written and signed service agreement between the Customer and Us exists, that service agreement; or
- ii. otherwise, the current Standard Service Agreement, a copy of which is available at [www.genesystel.com.au/legal](http://www.genesystel.com.au/legal)

# Payment Terms

## Bank Account Direct Debit

## Credit Card Direct Debit

Direct Debit Authority Service Agreement (Bank Account or Credit Card)This DDR Service Agreement forms part of the terms and conditions of the DDR Authority and should be read in conjunction with the DDR Authority.

DDR's are a convenient payment mechanism and can be arranged for one off payments, ongoing payments, for fixed amounts or amounts that vary from time to time. The basis on which the DDR will be processed is as nominated in Genesystel services contract for monthly Internet Usage & Phone Plans payable on the first day of each month.

You authorize Genesystel services to process your monthly charge as titled in the above section. Any excess data will be charges 1 month in arrears.

You may stop, cancel, alter or defer your DDR at any time, by contacting your Bank and by providing at least 14 Business Days written notification to:- [accounts@genesystel.com.au](mailto:accounts@genesystel.com.au)

If your DDR falls due on a weekend or public holiday we will process it on the next working day.

If your DDR is dishonoured or returned unpaid by your financial institution for any reason then a \$10.00 dishonour Fee will be charged to your account. We also reserve the right to suspend or cancel your monthly data plan until any outstanding monies are paid.