

# OverRIDE Customer Authorisation Form

fax completed form to (03) 8804 0805  
or post to PO Box 349 Nunawading, VIC, 3131

# YELL

telecommunications

24/7

PH: 1300 653 654  
www.yell.com.au

## Applicant Details

Phone number this service is to apply to...

Area Code:  Phone Number:

Title:

Applicant's Name:

Company Name:  if applicable

ABN:  if applicable

Phone (BH):

Phone (AH):

Mobile:

Email:

Fax:

Service 1:

Address: 2:

City:

State:  Post Code:



## YELL Customer Declaration

I certify that the details in this Authorisation Form are correct and that I am authorised account holder of the service:  
I authorise the change of pre-selection of the number identified in this Authorisation Form. In this respect, I understand that "Yell Telecommunications" will become the carrier for the Fixed-to-Mobile, International and National Long Distance Services whenever I prefix my calls with 1423. I authorise "Yell Telecommunications" to take any further action, including signing any documents on my behalf, to give effect to this change. I agree that the Service is provided in accordance with the Service Agreement (overleaf) which I have reviewed, and certify that I am over the age of 18.

Signed:

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

Postal Address:  leave blank if same as service address

City:

State:  Post Code:

## Payment Details

For new YELL customers only. All PreSELECT or OverRIDE accounts must be paid via your credit card or direct debit. Please choose from either a credit card payment or direct debit from a nominated account.

### Credit Card

Card Type:  Bankcard  Mastercard  VISA (please circle)

Card Number:

Expiry Date:  -

CVV Number:  last 3 digits shown on reverse of card

Name on Card:

By signing to pay for your services by automatic credit card deduction, you agree that "YELL Telecommunications" will debit your account for services provided to you and that you will ensure that appropriate funds are available at the time of the debit date (last day of the billing period or when a new service is created). We will send you a tax invoice to your email account 7-14 days before the next bill date. If you have chosen to pay by automatic credit card deduction, your card will be debited for any service fees as per the billing period and plan you have chosen.

Cardholder's Signature:

OR

### Direct Debit

Bank:

Branch:

BSB:  -  eg 061 - 162

Account Number:  8-9 digits

Account Name:

I/We Authorise "Yell Telecommunications" to arrange for funds to be debited from my/our account, held with the financial institution and in the schedule as shown below. The account specified will be debited for any monthly, service or excess fees on the due date of each invoice. Invoices will be emailed to your default address 7-14 days before the debit date, unless otherwise agreed to by the customer.

I/We have read and understood the "Service Agreement" overleaf and acknowledge and agree to it.

I/We request this arrangement remain in force in accordance with the schedule described below and in compliance with the "Service Agreement" overleaf.

1. "Yell Telecommunications" (the "Debit User") will debit the BSB/Account nominated in The Schedule of this Direct Debit Request as specified.
2. The Debit User will give not less than 14 days written notice to the customer should it propose to vary the arrangements of this Direct Debit Request.
3. The customer may request the Debit User to defer or alter the payment amount specified in the Schedule of this Direct Debit Request.
4. Customers wishing to vary the drawing account details specified in The Schedule of this Direct Debit Request must provide signed authority for such changes to be effected.
5. In compliance with the industry's Direct Debit Claims Process, the Debit User will assist customer(s) disputing any payment amount drawn on the nominated BSB/Account in The Schedule of this Direct Debit Request. The Debit User will endeavour to resolve this matter within the industry agreed timeframes. Customers may contact their financial institution to arrange a "Direct Debit System Claim Form" form to initiate the process.
6. The Debit User advises that some financial institution accounts do not facilitate direct debits and as such the customer must check with their financial institution to ensure the account nominated in The Schedule of this Direct Debit Request enables direct debiting.
7. It is the customer responsibility to ensure at all times there is sufficient cleared funds available, at the due date of the debit drawing, to enable payment from the BSB/Account as nominated in The Schedule of this Direct Debit Request.
8. The Debit User advises the debit drawing will be made on the agreed due date as nominated by invoices, on the day an account is activated or by mailed billing advice. When the due date is a closed business day the Debit User will initiate the debit drawing on the next open business date. Customers may direct processing inquiries to their financial institution. A closed business day is defined as any calendar day on which the customer's financial institution is not open for direct debit processing. That is weekends, public holiday - state public holiday - national public holiday
9. Where an unpaid debit item is returned by the customer financial institution, the Debit User will require payment in some other form and may charge you interest on the unpaid amount and any administration costs incurred from the Debit User's Bank.
10. Customers who wish to cancel this Direct Debit Request must notify the Debit User in writing not less than 7 days before the next scheduled debit drawing to the "Accounts Manager, Yell Telecommunications, PO BOX 349, Nunawading, VIC, 3131" or by Fax to (03) 8804 0805. The Customer may also request a cancellation of the Direct Debit Request by contacting their financial institution.
11. The Debit User requests the customer to direct all inquires, disputes requests for payment changes or cancellation directly to the Debit User.
12. The Debit User agrees to keep confidential all customer records and account details contained in The Schedule of this Direct Debit Request unless authorised to release such information pursuant to a debit item dispute or similar event where the customer has provided prior consent to do so.

Accountholder's Signature:

## Definitions

"Yell Telecommunications", "We" and "Us" means Yell Telecommunications Telecommunications. The "Customer", "You", "There" and "Your" means the end user of our services. "Service" means access to the World Wide Computer Network and other data networks over "Yell Telecommunications" maintained data networks.

## 1. Preamble

The supply of these services is provided by "Yell Telecommunications". "Yell Telecommunications" may use third party suppliers and contractors for the supply of services under this agreement. By using the "Yell Telecommunications" service, you have indicated your acceptance of all terms and conditions as referred to in this agreement.

## 2. Terms of this Agreement

- 2.1 This agreement commences on the application date and will continue until either party terminates the service(s). If you terminate this agreement you will remain liable for all charges and all other amounts that are outstanding, including any other amounts you are required to pay under this agreement.
- 2.2 This agreement shall stay in effect until terminated by you or "Yell Telecommunications". Cancellation of this agreement depends upon the specific terms of the service(s) you have with us. If no specific termination conditions are mentioned, you must supply one week's verbal or written notice (not email) to Yell Telecommunications before the next billing period if you wish to cancel your service.
- 2.3 We retain the right to terminate this agreement at any time if the customer fails to perform under it or any supplemental agreements or conditions relating to the supply of the service.
- 2.4 We retain the right to refuse any application
- 2.5 Upon Termination of this agreement, "Yell Telecommunications" will cease to provide you with the service(s) as provided under this agreement(s) and any outstanding payments will become immediately due.

## 3. Provision of Services

- 3.1 The customer must provide the items (if any) necessary to make the connection to our services possible.
- 3.2 "Yell Telecommunications" shall use all reasonable endeavours to ensure that your connection to our services is available within a reasonable timeframe.
- 3.3 CPE (Customer Premises Equipment) is defined as equipment owned by the customer and located at their premises. Purchases, Installation and configuration of this equipment and or software used for connecting to the "Yell Telecommunications" services is the responsibility of the customer.
- 3.4 Equipment Purchased from "Yell Telecommunications" will be covered by an equipment specific warranty. The connection, configuration and installation of any hardware and software purchased from us remain the sole responsibility of the customer. Where possible we will assist in configuring the hardware/software with your existing equipment and software.
- 3.5 Carrier charges are the sole responsibility of the customer and the customer will in no way hold "Yell Telecommunications", its resellers or suppliers responsible for carrier incurred costs or outages. Customers are advised to contact their service provider for call charges.
- 3.6 Use of the service(s) by someone else, other than the customer named on the application form or their authorised users of this account, will find their access to the service suspended and or possibly cancelled.
- 3.7 You agree not to use your service(s) for illegal purposes and to conduct yourself in a reasonable and considerate manner and acknowledge that any cracking, hacking, crashing, DoS Attacks, virus distribution, port scanning, spamming, transmission or storage of copyright infringing or any data that contravenes any Australian State, Commonwealth or International law is forbidden and may lead to your account being suspended or possibly cancelled.
- 3.8 You agree to accept total responsibility for the content of files owned by you and stored by "Yell Telecommunications" and also accept total responsibility for any data transferred or caused to be transferred across our Networks.
- 3.9 You agree not to use our network to distribute unsolicited bulk email by any means.
- 3.10 You are responsible for the security of your account. You will be held liable for any unauthorised use of your account if you disclose in anyway your account details to another party.

## 4. Service Fees and Payments

- 4.1 All prices include GST unless indicated.
- 4.2 The service fee shall be calculated in accordance with pricing model selected by the customer on the application form, unless changed by "Yell Telecommunications" from time to time (With prior notice given). The usage shall be binding on both parties.
- 4.3 You are responsible for all usage on your account and all the relevant costs relating the provision of services to you.
- 4.4 Installation, Remaining Monthly Fees, Hardware and configuration fees and are not refundable under any circumstances.
- 4.5 Payment may be made by Cash, Cheque, EFTPOS, Bpay, Credit Card, Direct Debit or other method as agreed by "Yell Telecommunications" and the customer from time to time.
- 4.6 Accounts are due by the due date. If payment is not made by the Due Date, "Yell Telecommunications" may suspend or refer any outstanding amounts to a debt collection agency without notice to the customer.
- 4.7 Unless otherwise stated, All Accounts shall be renewed at the next billing period.
- 4.8 Any Payments will be first applied to any outstanding balances and then for any fees for services for which the customer then requires.
- 4.9 Any payment disputes must be made to "Yell Telecommunications" within 7 Days of receipt of invoice. After investigation, if we do not agree with the dispute, any outstanding fees will become immediately payable.
- 4.10 Services are only available by credit card or by Direct Debit. Accounts are only issued under certain conditions and by approval of our credit manager. Services Paid Yearly can be payable by other means as described in section 4.5.
- 4.11 In cases where a bank account or credit card supplied is declined due to insufficient funds or our principal bankers charge us for any dispute fees, such fees shall become the responsibility of the customer and the customer shall pay "Yell Telecommunications" this fee, plus a 10% service charge and any outstanding amounts immediately.

## 5. Liability of "Yell Telecommunications"

- 5.1 Services and Hardware provided by "Yell Telecommunications" are provided "as-is" and takes no responsibility for any loss of your data or any act of god, fire, war, terrorism, natural disaster or like occurrence for the loss of your data or service.
- 5.2 We cannot agree that all services will be free of delays and faults; we will use our best efforts to restore faults within a reasonable time.
- 5.3 We may add, change or discontinue any of our services, with at least 2 weeks notice, unless our provider(s) change their services, in which we will attempt to inform you with enough of Notice.
- 5.4 "Yell Telecommunications" shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this agreement or in respect of a failure or omission on the part of "Yell Telecommunications" to comply with its obligations under this agreement and whether as the result of any negligent act or omission of "Yell Telecommunications".
- 5.5 The Customer shall not hold "Yell Telecommunications", its officers, employees, providers and agents liable for any damages or losses arising from network downtime or suit or proceeding brought against "Yell Telecommunications" or its employees, officers, or agents by any person or customer in respect of the transmission by the Customer of any illegal, fraudulent or offensive material over the "Yell Telecommunications" Network and breach of Customer obligations under this agreement and any unlawful act or omission by the Customer.
- 5.6 The laws in force in the State of Victoria shall govern this agreement and each party shall submit to the exclusive jurisdiction of the Courts of the state.
- 5.7 This agreement, the Rules and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regards to the subject matter. Neither this agreement nor any term in it may be amended, waived, discharged or terminated except by consent of "Yell Telecommunications".
- 5.8 Important Notice To Subscriber(s) For Credit (Section 18(E)(1) Privacy Act 1988)
  - 5.8.1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988) "Yell Telecommunications" has informed me that it may give certain personal information about me to a credit reporting agency.
  - 5.8.2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988) I/we agree that "Yell Telecommunications" may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.
  - 5.8.3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988) I/we agree that "Yell Telecommunications" may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.
  - 5.8.4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988) I/we agree that "Yell Telecommunications" may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;
    - to assess an application by me/us for credit
    - to notify other credit providers of a default by me/us
    - to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
    - to assess my/our credit worthiness.
- I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
- 5.9 This agreement may be amended at any time with at least 14 Days written or electronic notice. Long Distance Phone Service
  1. For Long Distance Pricing, please read our rate guide available from www."Yell Telecommunications".com.au or our rate book. Rates are subject to change without notice. Any Price changes will be published by either email or mail.
  2. We may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation to it. If you exceed this credit limit, we may restrict the Services available to you without notice.