



CUSTOMER APPLICATION & PAYMENT AUTHORITY FORM

Please fax to 1300 781 476 or post to PO Box 343 LEICHHARDT, NSW 2040.

1. CUSTOMER INFORMATION		Full Name:	DOB:	Drivers Licence:
Company & or Trading Name:			ABN:	
Home Phone:	Work Phone:	Mobile:		
Contact Telephone:	Email (for Billing & Notices):			
Fax:	Mobile No:			
Employment Details: <input type="checkbox"/> Self Employed <input type="checkbox"/> Employee <input type="checkbox"/> Other:		Employers Name:	Employers Telephone:	
Postal Address:	Suburb:	State:	Postcode:	
Site Address:	Suburb:	State:	Postcode:	
Previous Address:	Suburb:	State:	Postcode:	
SERVICE INFORMATION	Phone Number:	Phone Number:	Phone Number:	ADSL Service Phone Number:
TRANSFER AUTHORITY FORM DECLARATION		Current telephone company :	Account Number :	

2. PLAN & SERVICE SELECTION - How did you hear about Creative Telcom? Our Web Site Google Yahoo MSN Brochure Friend

Contract Term: None 12 Months 24 Months Cancel

New Service Churn Change Cancel - **Plan Price:** \$ _____

ADSL (Plan Name): _____ New Service Churn Change Cancel - **Plan Price:** \$ _____

iBurst (Plan Name): _____ New Service Churn Change Cancel - **Plan Price:** \$ _____

Dial-Up: (Plan Name): _____ New Service Churn Change Cancel - **Plan Price:** \$ _____

ISDN: (Plan Name): _____ New Service Churn Change Cancel - **Price as per** www.creativetelcom.com.au

Phone Services (Plan Name): _____ New Service Churn Change Cancel - **Price as per** www.creativetelcom.com.au

Mobile (Plan Name): _____ **Price:** \$ _____

Extra Items: _____ **Preferred Username** (for Internet): _____

Telephone Company (to): Creative Telcom Pty Ltd ABN 55 114 934 520, PO Box 343 LEICHHARDT NSW 2040
Note: Creative Telcom Pty Ltd is not responsible for any errors or omissions published.
 I certify that I have the authority to make this change and hereby apply to Creative Telcom Pty Ltd to supply all my telephone lines and acknowledge that:

a) I am authorised to sign this form and agree for the telephone service number(s) or account(s) to be transferred to Creative Telcom Pty Ltd;

b) Creative Telcom Pty Ltd will bill me for calls made from my telephone lines in accordance with Creative Telcom Pty Ltd's current prices.

c) I hereby engage and authorise Creative Telcom Pty Ltd to facilitate the porting of all Freephone and Local Rate service numbers as listed above, such porting to be completed at Creative Telcom Pty Ltd's discretion;

d) Creative Telcom Pty Ltd may carry out a credit history check prior to accepting my application;

e) Creative Telcom Pty Ltd can ask my current telephone company to release me;

f) Creative Telcom Pty Ltd may select the carrier in order to supply the service;

g) Creative Telcom Pty Ltd may choose my carrier;

h) I understand I will still be responsible to my current telephone company for any charges which are incurred and billed up to the date the transfer is effective;

i) The telephone service number(s) will remain active with my current telephone company until the transfer is effective;

j) I acknowledge that the service numbers provided are correct and correspond to the service numbers I require to be transferred to Creative Telcom Pty Ltd;

k) The service will be provided subject to the provisions of Creative Telcom Pty Ltd's terms and conditions;

l) I acknowledge that I may surrender all incentives and benefits with my current telephone company (eg: discount plans, charity concessions);

m) A porting charge may apply for each 13, 1300 or 1800 service number;

n) Creative Telcom Pty Ltd, credit providers and the Carrier(s) may exchange call charging and company account information;

o) The telephone service number(s) will be transferred with their current status (eg call barring);

p) This application may not be approved if preselection is unavailable;

q) I will be solely responsible to Creative Telcom Pty Ltd for all charges incurred by me on the service numbers I have provided to Creative Telcom Pty Ltd for transfer to them, after the date the transfer is effective;

r) I will contact my current telephone company in relation to providing services and any faults until the transfer is effective.

TELEPHONE SERVICE OPTIONS (PLEASE CROSS ONE ONLY)

FULL SERVICE LONG DISTANCE

MOBILE ACCESS REQUIRED

LOCAL NATIONAL INTERNATIONAL
 INCOMING ONLY ROAMING

MOBILE ADDED SERVICES REQUIRED

VOICEMAIL PAGING SERVICE

PAGING SERVICE Greeting Name: _____

"Your name" paging service, your message please
 "Your name" office, your message please
 "Your name" mobile phone, your message please

HOW WOULD YOU LIKE YOU BILL DELIVERED

EMAIL - FREE POSTED - (\$3.30 inc GST per month)

DEPARTMENTALISED ACCOUNTS: YES NO

PABX INFO: PULSE/LOOP METERING: YES NO

PABX MAKE/MODEL: _____

MAINTAINER DETAILS: _____

Authorised Signature: x	Date:	Name:
		Position:

NOTE: For identification purposes, please attach a copy of the following:

1. Drivers License or Passport
2. Credit Card
3. Medicare Card

3. DIRECT DEBIT REQUEST - BANK

By signing this document, I/We authorise Telco in a Box Pty Ltd, trading as Telecommunication Payment Services, to debit my/our account, detailed in the Schedule below, with any amount and at the time due according to the arrangement between us, via Ctel Technologies Pty Ltd, Debit User ID 161451, using the Direct Debit System, for charges incurred for services provided by Creative Telcom Pty Ltd. In addition, I/ We affirm that I/We have read and agree to the Direct Debit Request Service Agreement 161451TIB. This authority is to remain in force until notice is received by Telecommunication Payment Services in accordance with the Direct Debit Request Service Agreement.

Name of Financial Institution: _____
And Address: _____
Name(s) on Account: _____
BSB: _____ - _____ Account Number: _____

Name(s): _____

Signature(s): _____

Date: _____

OFFICE USE ONLY:	Date Processed:	Initials:	Agent Name:
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Debit User ID 161451

You have entered or are about to enter into an arrangement, under which you make payments to Telecommunication Payment Services through the services of Ctel Technologies Pty Ltd. You want to make those payments by use of the Direct Debit System. This agreement sets out the terms on which we accept and act under a Direct Debit Request you give to us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payment to Telecommunications Payment Services. Please ensure you keep a copy of this agreement as it sets out certain rights you have against us, and certain obligations you have to us due to giving us your Direct Debit Request.

When we are bound by this agreement

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

What we agree and what we can do

2. We only draw money out of your account in accordance with the terms of your Direct Debit Request.

3. On giving you at least 14 days notice, we may:

- Change our procedures in this agreement;
- Change the terms of your Direct Debit Request; or
- Cancel your Direct Debit Request.

4. You may ask us to:

- Alter the terms of your Direct Debit Request;
- Defer a payment to be made under your Direct Debit Request;
- Stop a drawing under your Direct Debit Request; or
- Cancel your Direct Debit Request

To enact such a request you must contact Creative Telcom Pty Ltd in accordance with the attached Contact Schedule, detailing your (customer reference details). Creative Telcom Pty Ltd will investigate your request and will fulfil it, deny it, or provide referral to an appropriate organisation to assist you.

5. You may dispute any amount we draw under Direct Debit Request by contacting Creative Telcom Pty Ltd in accordance with the attached Contact Schedule, detailing (customer reference details) and your bank account number. You will also be required to provide a detailed explanation of the dispute to assist in a resolution.

6. We deal with any dispute under clause 5 of this agreement by the following procedure:

a. Creative Telcom Pty Ltd will investigate the dispute, and where necessary you are expected to provide your cooperation. This may include contacting your bank, providing account statements, or other means of substantiating a dispute.

b. While a dispute is being investigated, you may request that TPS suspend pending payments until a resolution is reached. Please note that such a suspension does not indemnify you of your obligation to TPS, and you may need to find alternative means of meeting that obligation.

c. Creative Telcom Pty Ltd will keep written record of dispute proceedings, which may be provided to TPS or Ctel Technologies if required to assist in dispute resolution

7. Payments will be made on or after (insert payment day – eg. 12th of each month), or in accordance with your contract with (Telecommunication Payment Services). If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the following business day.

8. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we may continue to seek that payment and any fees charged to the Debit User or its sponsor financial institution until all amounts due are paid.

9. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:

- You dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit System or both of them;
- You consent to that disclosure; or
- We are required to disclose that information by law.

What you should consider

10. Not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.

11. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.

12. Please enquire of your financial institution, if you are uncertain when your financial institution processes an amount we draw under your Direct Debit Request on a day which is not a business day.

13. It is your responsibility to ensure there are sufficient clear funds available in your account, by the due date on which we draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request.

14. We request you to direct all requests or enquiries regarding your Direct Debit Request initially to the Primary Contact, who will then investigate and/or escalate an issue as is appropriate. If you do not receive a satisfactory response in issues relating to this agreement, you may contact the Secondary Contact as listed on the Contact Schedule. If you still do not receive a resolution, you may contact Ctel Technologies as listed.

4. DIRECT DEBIT REQUEST – CREDIT CARD

Account Name <input style="width: 95%;" type="text"/>	Creative Telcom Account # <input style="width: 95%;" type="text"/>				
Postal Address <input style="width: 95%;" type="text"/>					
<input style="width: 40%;" type="text"/>	State <input style="width: 20%;" type="text"/>	Postcode <input style="width: 20%;" type="text"/>			
Card Type	Diners <input type="checkbox"/>	VISA <input type="checkbox"/>	Mastercard <input type="checkbox"/>	Bankcard <input type="checkbox"/>	Amex <input type="checkbox"/>
Card Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Expiry Date (month/year) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Cardholders Name <input style="width: 95%;" type="text"/>					
I/We authorise and request Creative Telcom Pty Ltd to debit the credit card (detail provided above) for the outstanding amount on the bill due date shown on the account. I/We agree that Creative Telcom Pty Ltd will be advised of any changes to the credit card details or account information immediately.					
Signature(s) <input style="width: 30%;" type="text"/>			<input style="width: 30%;" type="text"/>		Date <input style="width: 10%;" type="text"/>

Automatic Credit Card Authority Agreement

You have requested that Creative Telcom Pty Ltd debit amounts that may from time to time become due in respect of your telephone account(s) from the credit card account nominated in your Automatic Credit Card Authority. We advise you a) to confirm the account details by checking a recent statement from your Financial Institution; and b) that your request must be signed in the same way as the account signing instruction held by your Financial Institution. If you are uncertain about any of these items please check with your Financial Institution before completing your Automatic Credit Card Authority. You are responsible for ensuring that the account you nominated has sufficient funds available to pay each debit when it becomes due. You must tell us if you close or change the account you nominated. Where the due date falls on a non-business day we will draw the amount on the next business day. If you are uncertain as to when the debit will be processed to your account you should contact your Financial Institution directly. You may cancel your Automatic Credit Card Authority, stop or defer an individual debit or request a change to the direct amount by contacting us. An alternative form of payment may be required. We must receive your notification at least 10 business days prior to the next due date to process your request in time. If you believe that a debit has not been correctly processed you should contact us immediately. If you are not satisfied with your reply, you should contact your own Financial Institution. If debits are returned unpaid by your Financial Institution we will either attempt to debit from your nominated account again or we will contact you to arrange another way of paying. We reserve the right to cancel the Automatic Credit Card Authority arrangement if one or more debits are returned unpaid by your Financial Institution. We will keep all information relating to your account private and confidential. You consent to us using or releasing your account information to investigate any claim for possible incorrect debits. You fully indemnify us against any losses, costs, damages and liability that we suffer as a result of your giving us incorrect or false information in your Automatic Credit Card Authority. Your indemnity continues after this Agreement is ended. These arrangements are subject to change. We will provide 14 days notice of any changes.

Contact Schedule – Creative Telcom Pty Ltd

Attention:	General Manager
Address for Correspondence:	PO Box 343 LEICHHARDT NSW 2040
Contact Phone Number:	1300 TELCOM (1300 835 266)
Facsimile Number:	1300 781 476
Email:	enquiries@creativetelcom.com.au

Creative Telcom Pty Ltd ABN 55 114 934 520, will supply you with telecommunications services ("Services") on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the Telecommunications Act 1997.

1. OUR CONTRACT WITH YOU:

- 1.1 As a customer of Creative Telcom Pty Ltd these terms and conditions form the basis of our contract with you.
 1.2 Our contract with you also includes your application or order form which you complete and provide to us. We may accept and rely on facsimile copy of the application or order form as if it was an original. You will be bound by a facsimile copy of the application or order form as if it was an original.
 1.3 Our contract with you also includes our currently applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price list are available from us, upon request.

2. SERVICE DESCRIPTION

- 2.1 Services will be supplied to you through the carriers or networks ("Carriers") that we nominate in writing from time to time. You agree that we –
 (a) may change Carriers without reference to you and at any time; and
 (b) have your express authorisation to notify any relevant Carrier in respect of and to effect any such change.
 2.2 We do not warrant that we will be able to supply Services and we are not liable for any failure to provide all or part of any of the Services, but, to the extent and to the standard that Carriers provide Services to us, those Services will be provided by us to you. When your connection is disrupted, we will do our best to reinstate our Services to you as soon as we can.
 2.3 Unless otherwise stated in the schedule to this agreement, we reserve the exclusive right to provide you with all long distance services from the date of this agreement.
 2.4 When using the Services, you agree to –
 (a) comply with all statutes, regulations, by-laws or licence conditions of any government body; and
 (b) not breach any person's rights or otherwise cause us or a Carrier loss, liability or expense.
 2.5 Our obligations to provide the Services ceases when we transfer your account to another supplier and the other supplier takes over full billing of those services.

3. CHARGES AND PAYMENT

- 3.1 You agree during the term of this agreement:
 (a) to be charged for the Services we provide to you, regardless of whether it is you who uses them, at our current prices from time to time;
 (b) to pay us for all calls made using the 1488 access code (whether you use it by override code dialling (automatic or otherwise) or through pre-selection);
 (c) as our charges are exclusive of any taxes, that we can pass on to you the full amount of any taxes payable on the charges; and
 (d) to pay accounts for all of those charges (including taxes) by the date specified in the account ("Due Date").
 3.2 If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the whole amount of each account by the Due Date.
 3.3 If you do not pay the account by the Due Date, then we may charge interest at the rate of 1.5% per month or part thereof on the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account. Nothing in this clause affects our rights to terminate this agreement under clause 8.
 3.4 If you do not pay the account by the Due Date, we also reserve the right (at our discretion) to adjust the prices you pay for the Services.
 3.5 If you direct us to transfer any of the Services to another supplier, you will pay to us on receipt of an account under our normal payment terms -
 (a) all of our accounts up until the time we stop providing the Services; and
 (b) all other proper charges that we become aware of after the date of transfer that relate to the Services we provided to you.

4. AMENDMENTS TO TERMS AND CONDITIONS

Without limiting clause 3.1, we may vary, alter, replace or revoke any of these terms and conditions effective upon the expiry of 14 days written notice from us. We may interpret your ongoing use of the Services after that date as constituting your acceptance of the variation, alteration, replacement or revocation.

5. CREDIT CHECK

- 5.1 Prior to our accepting your application, you have provided to us all information relevant to our assessment of your credit rating. You have consented to the following:
 (a) our obtaining from a credit reporting agency a credit report containing personal information about you;
 (b) our giving to and seeking from any credit provider named in a credit report or in your application, information in relation to your credit rating including without limitation any information about your credit worthiness, credit history or credit capacity that credit providers are allowed to give or receive from other credit providers under the Privacy Act 1988;
 (c) our making independent enquiries of third parties concerning your financial standing and for this purpose you have authorised and permitted such third parties to supply such information regardless of any confidentiality or privilege which applies to the information sought; and
 (d) our providing any information we obtain about you to the relevant Carrier.

6. TRANSFER OF SERVICES

- 6.1 When you transfer any services ("Transferred Services") from a Carrier, a telecommunications service provider or equipment supplier who supplies telecommunications services or equipment to you at the time of signing this agreement ("Current Supplier") to us, you authorise us to sign on your behalf and in your name any forms required by the Current Supplier to transfer the Transferred Services as we direct.
 6.2 You agree to immediately pay to the Current Supplier any amounts owing for the Transferred Services up to the date of the transfer.

7. LIMIT ON LIABILITY

- 7.1 We do not exclude or limit – the application of any provision of any statute (including the Trade Practices Act 1974, the Privacy Act 1988 or the Telecommunications Act 1997) where to do so would contravene that statute or cause any part of this clause 7 to be void; or
 (a) direct losses and damages which arise only as a result of our gross negligence (which means where we commit an act or allow an omission to occur in reckless disregard of the consequences of the act or omission).
 7.2 Except where clause 7.1 applies, we exclude all statutory liability, tortious liability (including but not limited to liability in negligence), conditions and warranties implied by custom, the general law or statute, liability for all direct, economic, consequential or indirect losses, expenses, damages and costs incurred by you, arising out of or relating to the Services, any failure to supply or delay in supplying the Services or out of or relating to this agreement.
 7.3 Including, but not limited to, liability for gross negligence and except to the extent of clause 7.1(a), we are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.
 7.4 Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the goods or Services in respect of which the breach occurred, or to providing, replacing or repairing those goods or providing those Services again.
 7.5 We are not liable to you for any delay in the connection or failure in the operation of the Services.
 7.6 You acknowledge that any liability of any Carrier to you in relation to the Services is governed by the terms and conditions on which that Carrier from time to time supplies that service to its own retail customers.

8. TERM OF AGREEMENT

- 8.1 This agreement will commence on the date of its signing by us.
 8.2 We may immediately terminate this agreement by written notice at any time if, without our prior written consent: you breach any term or condition of this agreement; a receiver or receiver and manager is appointed over any of your property or assets; a liquidator or provisional liquidator is appointed to you; you become bankrupt; you enter into any arrangements with your creditors; you assign or otherwise deal with your rights under this agreement; you cease to carry on business; or there is a material change in your direct or indirect ownership or control.
 8.3 We may also immediately terminate this agreement at any time by written notice if the Carriers cease to provide necessary services to us.
 8.4 If we terminate this agreement in accordance with this clause and a Carrier arranges to supply you services other than through us, you acknowledge that –
 (a) the Carrier may not be able to make those arrangements immediately; and
 (b) once the Carrier has made arrangements, the services acquired by you from the Carrier will be acquired on the Carrier's then current tariffs and terms and conditions and the Carrier will bill you accordingly.

9. INFORMATION

- 9.1 Without limiting clause 5.1, you agree to provide us with any information we request in connection with our providing the Services to you under this agreement.
 9.2 You authorise and consent to the following:
 (a) our conducting a physical audit of the Services and any equipment supplied in respect of the Services should we consider it necessary;
 (b) our exchanging with Carriers all information about you and the Services provided to you in our possession or control including, but not limited to, your name, billing address, street address, relevant telephone numbers, any information obtained by us for the purpose of your application and this agreement;
 (c) the Carrier exchanging with us any information in the Carrier's possession or under its control in relation to the Services including, without limitation, all your records and, in particular, exchange line details, account information, call charge records and call event records; and
 (d) ours and the Carrier's use of the information referred to in paragraphs (b) and (c) of this clause.

10. CONFIDENTIALITY

You will keep confidential all information supplied by us or the Carriers and we will keep confidential all information supplied by you, except as provided by clauses 5 and 9.

11. ASSIGNMENT

Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

12. WARRANTY OF AUTHORITY

Any persons signing this agreement on your behalf warrant that they have full power and authority to bind you in respect of this agreement.

13 OTHER EQUIPMENT

Where you have PABX or other network equipment, you must ensure that it is programmed as we specify.

- 13.1 Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us and we connect our Equipment (if any). You must immediately notify that supplier that you have transferred your services to us and arrange for them to remove their equipment from the premises.

14 MISCELLANEOUS

- 14.1 Any notice, demand, consent or other communication required to be given to either party must be delivered personally or sent by prepaid mail or by facsimile to the address of the other as last notified.
 14.2 Clauses 2.5, 3.5, 5, 7, 10, 12, 13.4, 13.5 and 14 shall survive the expiration or termination of this agreement.
 14.3 This agreement shall be governed by and construed in accordance with the law of Victoria and the parties hereby submit to the non-exclusive jurisdiction of the courts of that State.
 This agreement contains yours and our entire understanding to the exclusion of any and all prior or collateral agreement or understanding relating to the Services, whether oral or written. If any part of this agreement is found to be invalid or of no force or effect, this agreement shall be construed as though such part had not been inserted and the remainder of this agreement shall retain its full force and effect.