



SECTION A – Your Details

Customer Information

Company Name			
Contact Name			
Service Installation Address			
Suburb		Post Code	
Work Ph		Home Ph	
Facsimile		Mobile	
ACN/BRN		E-Mail	

Telephone Number you wish to use for this service (eg. your fax number)	
---	--

Your preferred primary username/email address: (e.g. john doe@ca.com.au)	
1 st preference:	
2 nd preference:	
3 rd preference:	
The highest preference username that is available will be chosen. If you an existing client, this does not apply.	

A - Pricing Structure

Standard Fees (by direct debit – see Section D)

Setup Fee (once-off)		\$385.00	<input checked="" type="checkbox"/>
256/64K (Service includes five 5mb emails, 20mb webspace)	1GB Bundle	\$79.00/month	<input type="checkbox"/>
	5GB Bundle	\$99.00/month	<input type="checkbox"/>
	10GB Bundle	\$110.00/month	<input type="checkbox"/>
512/128K (Service includes five 5mb emails, 20mb webspace)	5GB Bundle	\$121.00/month	<input type="checkbox"/>
	10GB Bundle	\$132.00/month	<input type="checkbox"/>
2Mbit/384K* (Service includes five 5mb emails, 20mb webspace)	5GB Bundle	\$187.00/month	<input type="checkbox"/>
	10GB Bundle	\$198.00/month	<input type="checkbox"/>
Static IP			<input checked="" type="checkbox"/>

* This speed only possible on Request/PowerTel Exchanges. On an extended network, the maximum is 1.5Mbit/256K.

Office Use Only	MYOB Name:	Inv#
Submit Date:	Provisioned Date:	Advise Date: <input type="checkbox"/> Fax <input type="checkbox"/> Email
Username:	Password:	
Tracker Updated: <input type="checkbox"/>	By:	

Please Tick one of the following

I wish to use my own ADSL capable modem	\$0.00	<input type="checkbox"/>
I wish to purchase a DLINK DSL-502T ADSL Router with USB/Ethernet	\$110.00	<input type="checkbox"/>
I wish to purchase a DLINK DSL-504 ADSL Router with built in 4 port switch	\$253.00	<input type="checkbox"/>
I wish to purchase an Open Networks 501 Router	\$385.00	<input type="checkbox"/>

Delivery/Configuration

I will pick up router (if applicable) from Commerce Australia in West Perth	\$0.00	<input type="checkbox"/>
I require the router to be couriered to my "Service Installation Address"	\$30.00	<input type="checkbox"/>
I require a technician from Commerce Australia to attend onsite and configure/install.	\$99/hour	<input type="checkbox"/>

Optional Components

Inline Microfilter	\$19.00	<input type="checkbox"/>
Central Filter	\$25.00	<input type="checkbox"/>
Network Card (Netgear PCI 10/100 Adapter)	\$30.00	<input type="checkbox"/>

A - Customer Declaration

My Signature Indicates Acceptance Of These Fees

Signed By An Authorised Representative Of The Customer		Name:	
		Title:	
		Date:	

SECTION B – Standard Terms & Conditions

1. Commerce Australia Standard Terms & Conditions	<p>Commerce Australia (we, us) has agreed to provide you, and you agree to purchase, the service as requested in the Service Application Form (the Service) and in accordance with:</p> <p>(a) the general Terms and Conditions set out on this page (General Terms); and any other service descriptions and conditions that we agree with you.</p> <p>The ADSL and/or SHDSL access component of the Service and, optionally, a rented CPE router, are supplied to us by PowerTel Pty Ltd ABN 89 091 530 586 (RequestDSL) as a wholesale provider.</p> <p>In the event of any inconsistency between the General Terms and any other provision of the Agreement, the General Terms will prevail to the extent of that inconsistency.</p>
2. Minimum Term	<p>The minimum term of your agreement with us is 12 months from the date of your connection to the Service.</p>
3. General Conditions Of Service	<p>By signing this agreement, you agree to and acknowledge the following:</p> <p>(i) PowerTel does not supply a standard telephone service with the ADSL/SHDSL access component and as such the Service not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority and it may be necessary to terminate the Service if you request another carrier to provide a standard telephone service after the date of this Agreement;</p> <p>(ii) where we contract with PowerTel for the provision of the Service we may provide name, address, telephone number and other information provided by you (Customer Information) to PowerTel, its suppliers and its nominees for the purpose of fulfilling such contracts, including those related to the provision of a CPE Router where applicable.</p> <p>(iii) PowerTel may, at its discretion, provide the Service by using either :</p> <p>a. an existing or new Unconditioned Local Loop Service (ULLS); or</p> <p>b. an existing or new access line which supplies a standard telephone service; provided by Telstra Corporation Limited (Telstra) or a reseller of Telstra, depending on the technical and operational requirements of the particular Service.</p> <p>(iv) in the case of clause 2(iii)(b) above :</p> <p>a. that you are the customer of Telstra or a reseller of Telstra in respect of the standard telephone service;</p> <p>b. that PowerTel can only provide the service whilst you remain a customer of Telstra or a reseller for the standard telephone service;</p> <p>c. that PowerTel will terminate the service if you cease to be a customer of Telstra or a reseller of Telstra;</p> <p>d. that the installation of the service may cause temporary disruption to the standard telephone service; and</p> <p>e. that certain incompatible products will not be supplied to you by Telstra or a reseller of Telstra.</p>
4. Use Of The Service	<p>You agree to comply with the PowerTel Acceptable User Policy (see www.requestdsl.com.au) which is summarised as follows:</p> <p>i) not to send e-mail that may destroy or damage an e-mail recipient's computer;</p> <p>ii) not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;</p> <p>iii) not to reveal confidential information about PowerTel and/or its suppliers which may result in unauthorised usage of the Services by a third party;</p> <p>iv) not to transmit information which contains viruses or other harmful components;</p> <p>v) not to interfere, damage or destroy computer systems operations of the Services including disobeying any requirements, procedures, policies or regulations of PowerTel, other users and/or third parties; and</p> <p>vi) not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.</p> <p>We reserve the right to terminate or suspend the Service in the event of a breach of this agreement.</p>

B- Customer Declaration

My Signature Indicates Acceptance Of The Terms & Conditions

Signed By An Authorised Representative Of The Customer		Name:	
		Title:	
		Date:	

SECTION D – Direct Debit Request

Request & Authority to debit the account named below to pay Commerce Australia Pty Ltd

Request and Authority to debit	Surname or Company Name	
	Given Names or ACN/BRN	("you")
	Request and authorise Commerce Australia Pty Ltd to arrange for the amount as agreed in the Commerce Australia Standard Terms & Conditions to be debited or charged through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request Service Agreement	
Insert the name and address of Financial institution at which account is held	Financial Institution Name	
	Address	

Account Details

Insert name of account which is to be debited										
BSB Number				-				X	X	
Account Number										

Acknowledgement	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Commerce Australia Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.
-----------------	---

Insert your signature and address	Signature	<p>.....</p> <p>(If Joint accounts all signatories may be required)</p> <p>.....</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. Director)</p>
	Address	
	Date/...../.....

Definitions	<p><i>account</i> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> or <i>we</i> means Commerce Australia Pty Ltd <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer or whose authorised officer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p>
2. Changes by us	<p><i>We</i> may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days' written notice.</p>
3. Changes by you	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 08 9226 0011.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least fourteen days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> fourteen days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
4. Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient cleared funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient cleared funds in <i>your</i> account to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient cleared funds to be in <i>your</i> account by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct</p> <p>4.4 If Commerce Australia is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Commerce Australia on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
5. Dispute	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your</i> account, <i>you</i> should notify <i>us</i> directly on 08 9226 0011 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your</i> account should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
6. Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your</i> account as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.
7. Confidentiality	<p>7.1 <i>We</i> will keep any information (including <i>your</i> account details) in <i>your</i> <i>direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to PO Box 1287, West Perth WA 6872 .</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p>