



Terms & Conditions - Interphone Pty Limited

1. ACCEPTANCE OF SERVICES

- A. This application is subject to acceptance by Interphone in accordance with your Credit Assessment Report/ if required.
- B. Interphone will confirm or reject acceptance of your application in writing.
- C. Acceptance of the terms and Conditions in this Agreement will occur when you activate services provided by Interphone.

2. SERVICES NOT COVERED BY THIS AGREEMENT

- A. This agreement does not include any other services issued by Interphone.

3. INTERPRETATIONS

- "Administrative fee" means additional charges for late payment or payments other than direct debit from personal or corporate credit card(s).
- "Agreement" means this entire agreement between Interphone and the Customer, which supersedes all prior representations, agreements, statements and understandings, whether verbal, or in writing.
- "Credit Assessment Report" means: A report about your personal and /or commercial credit. In order to make a fair assessment, you authorise Interphone to obtain your personal and/or commercial credit information (For example: your existing household loans and personal credit card history or your existing credit record as a sole trader) to a credit reporting agency for the purpose of considering an application by you for personal and /or commercial credit.
- "Customer" means all persons, companies or other entities identified on the application for Interphone Services; ♦ "Due date" means every 15th day of the month or the 15th day from the date of our bill; ♦ "Override" means using a specific number provided by Interphone to enable the Customer to make international telephone call services via Interphone.
- "Pre-selected" means the Customer has directly registered for the international telephone call services provided by Interphone ♦ "Interphone" means Interphone Pty Limited ACN 073 079 268 and ABN 99 073 079 268 and its employees, officers and agents; ♦ "We, us, our" collectively mean Interphone.
- "Services " means mobile, domestic, and international long distance services. Our services are not available from all telephone lines and it is not possible to use our services to make all types of telephone calls.
- ♦ "Supplier" means facilities and services of our own or those of other carriers, telecommunications service providers or equipment distributors and/or suppliers ♦ "Variations" means: we may, without reference to you change Suppliers, or upon 30 days written notice to you to adjust our charges and vary the Services or otherwise. ♦ "Late payment" means payment of any bills issued by Interphone to the Customer between the next 3 calendar days after the due date (that is: the 15th day of the month or the 15th day from the date of our invoice);

4. PRIVACY AND YOUR CREDIT ASSESSMENTS

A. Disclosure For the purpose of processing your application and ongoing credit management of your account, Interphone may need to disclose to a credit reporting agency:

- a. all your personal or business identifying details;
- b. all your personal and business credit history and limits. B. Your authorisation

You authorise Interphone to carry out all necessary credit check about you through a credit reporting for the purpose of providing our services to you under the law.

c. Your indemnity to Interphone

The Customer is to indemnify Interphone for all legal and other expenses arising from any invalid credit cards, cheques or any other forms of payments used by the Customer to pay for Interphone charges.

- d. Suspension or Termination Cancellation of Services We may suspend or terminate the service in accordance with the Credit Assessment Report about you. You are entitled to see, and to correct, your own credit information retained by us upon paying us a \$50 processing fee.

5. SERVICES

The Services are not risk free. They depend on factors outside the control of Interphone. Interphone cannot accept any liability or financial loss howsoever caused to the Customer or any third party (minors or adults) associated directly or indirectly with the Customer.



6. TRANSFER OF YOUR ACCOUNT TO INTERPHONE

A. If in providing the Services, Interphone needs to change your arrangements with your current Supplier, then Interphone will do so in accordance with this Service Agreement.

(a) you authorise Interphone to sign on your behalf and in your name forms of authority to your current carrier Supplier to switch your service to Interphone. Where you have applied for a Preselect service, you agree that your Preselect service will be switched to Interphone. Where you have applied for an Override service, you agree that your Override service will be switched to Interphone.

(b) You agree to give written instructions to your current Preselect/Override Supplier to transfer your service to Interphone on request.

(c) You accept that your current phone company will have the right to continue to provide services to you until the transfer to Interphone has been completely executed. Interphone will charge you according to published rates from the effective date of transfer for each service(s) provided. As soon as the transfer is completed, Interphone will inform you in writing. You will immediately pay to your current Preselect/Override Supplier all amounts owing to it up to the time of transfer of your service to Interphone.

B. The Switch done by us will not affect your access status; such as: call barring. For technical reasons beyond our control, certain services may not be transferable. In this respect, you accept to give permission to Interphone to alter or change the technical specifications of the services without notice to you.

C. Interphone cannot accept any liability for any amounts owing by you to your current Supplier for services, which your current Supplier provided to you prior to the commencement of Services. You indemnify Interphone against any claims made by your current Supplier to Interphone in relation to any such amounts.

7. TRANSFER OF YOUR ACCOUNT FROM INTERPHONE TO ANOTHER SUPPLIER

A. If in the future you ask Interphone to transfer any of the Services to another Supplier, then you remain responsible to Interphone for the amount payable for the Services up to the time when we transfer those accounts to another Supplier, and you will immediately pay us that amount on receipt of our bill.

B. The provision of Services ceases when your accounts are transferred from Interphone to another Supplier.

C. If after the transfer Interphone become aware of unbilled charges (including fees payable to any other Supplier) for those Services up to the date of transfer then you will immediately pay Interphone all such amounts on receipt of our invoice.

D. If after the transfer Interphone become aware of any credits due to you up to the date of transfer then Interphone will credit all such amounts to you.

E. You acknowledge that because interphone may be the only available service provider connected at your location, and you may not be able to transfer your services to another provider.

8. CHARGES FOR THE SERVICES

A. All prices quoted and/or charges billed by us are inclusive of GST. You must pay any GST applicable to goods and services provided to you by us.

B. You are responsible for all the service charges regardless whether those calls were made by anyone of any ages and/or of any health conditions with or without your authorisation.

C. We will bill you monthly for the Services in accordance with the current charges as notified to you from time to time. You will be billed by reference to the rates as published on our rate card or on our website (www.telpacific.com.au) and by reference to any Interphone special rates or discounts that may apply from time to time. You may call 1300 301 337 for further information.

D. We will bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for call charges. We reserve the right to bill at different intervals upon giving you notice.

E. We will issue our bill to you by the last day of the calendar month. You must pay all charges within 14 days from the date of our bill.

F. We reserve the right to suspend our services to you and charge interest on any overdue payment at a daily rate pursuant to Section 39A of the Local Courts (Civil Claims) Act (NSW) and an administrative fee of \$5 per overdue payment. In addition, the Customer undertakes to reimburse Interphone for all the legal and other costs incurred in relation to late payment.



g. We reserve the right to suspend our services to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless we have received written notice from you of a bona fide dispute of those charges.

h. If we terminate your account and you have monies left with Interphone, we will notify you of these amounts. If you do not claim those monies within 3 months from the date of our note to you, we will retain the money. You agree and accept that you will have no further claim in relation to these monies.

i. We reserve the right to terminate the Agreement without notice to you if you settle our bill with a dishonoured cheque without a valid explanation.

j. We may from time to time require you to lodge a security bond as a condition of providing Services to you. You authorise Interphone to deduct from that bond any amounts remaining owing to us after 14 days from the date of our bill. After 6 months of on time payment of our bills, we may either refund the bond or credit your account.

k. Interphone will bill you for all services supplied to you in accordance with the number(s) nominated by you. Interphone will bill you for Long distance and international services at 1 minute increments.

9. OUR LIABILITIES

A. Subject to the Trade Practices Act and other relevant laws, we are not liable for any costs, loss, liability or damage, whether direct or consequential arising out of our supply or failure to supply the goods and /or services.

B. Without limiting the application of Interphone's ultimate liability to the Customer in relation to provisions of Services under this Agreement shall be limited to the one-month charges.

10. PERIOD OF AGREEMENT

This Agreement starts on the date the Application for Service is signed by both parties and continues until terminated.

11. TERMINATION (NOTWITHSTANDING CLAUSES MENTIONED ABOVE)

A. You may terminate the Agreement by giving 30 days written notice to the other.

B. Interphone may terminate this agreement immediately by notice to you if:

(a) you have breached this Agreement, or (b) a liquidator or receiver or receiver and manager or any other administrator of your business or assets is appointed or if you enter into any composition with your creditors.

C. If Interphone have agreed to provide a Service for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into this Agreement for which Interphone may bill you even if you cancel the Services before the term ends. D. You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination.

12. FORCE MAJEURE

Interphone is not liable for:

(a) any delay in installing any Service,

(b) any delay in correcting any fault in any Service,

(c) failure or incorrect operation of any Service, or

(d) any other default in performance under this Agreement, if it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

13. ASSIGNMENT

You will not assign charge or otherwise deal with your rights under this Agreement except with our prior written consent.

14. GOVERNING LAWS AND RELATED ISSUES

A. The laws of Western Australia, and Australia, govern this Agreement.

B. This Agreement contains the whole understanding between us to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

C. You acknowledge that you enter into this Agreement entirely as a result of your independent judgment and decision with or without consultation with your lawyer. You do not rely on any statement, representation or promise by Interphone or on our behalf not expressly set out in this Agreement.



D. Pursuant to Clause 11.3 above, you accordingly release Interphone and each of Interphone's officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

E. The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

F. To the extent applicable, the Consumer Service Guarantee applies to the provision of Services under this Agreement.

G. We have prepared abridged versions of these Terms and Conditions respectively for Telephone and Internet Services for your reference. Should there be any inconsistency, this full version of Terms and Conditions shall prevail.

Further Information

The services provided at El Caballo Lifestyle Village are provided on an exclusive basis by Interphone with the express permission from the Proprietor. Telstra fixed line services are not available at the village. The telephone and internet services are provided over the Fibre Optic Cable and will be of the highest standard available, and certainly higher grade than traditional Telephone and Internet services.

Please direct all questions relating to the Telephone and Data services provided by interphone to our local support staff on 1300 301 337 or by email support@interphone.com.au

Interphone expects you to have a fantastic experience using our services. If you are not happy for any reason please contact us immediately.

Interphone is proudly Western Australian owned and operated and has a Perth based call centre for your convenience.