



**Golden IT**  
 28 Webb Street  
 Narre Warren 3805

**ABN: 67099 165 143**  
**Telephone: 03 8789 4988**  
**Fax : 03 9705 2544**

**In-Dial (1300 / 1800 / 13 number) New Service Order**

Section 1: Customer Account Authority Details										
Business Name				Trading Name:				ABN:		
Head Office Address	Contact Name:				Mailing Address:					
	Suburb:				State:			P/code:		
	Phone:				Fax:			Email:		
Section 2 : Technical Support Details										
Site Address:	Contact Name:				Site Address:					
	Suburb:				State:			P/code:		
	Phone:				Fax:			Email:		
Section 3 Service Details - EXPECTED TIME FOR DELIVERY OF SERVICE IS 10 BUSINESS DAYS							Date Required	/ /		
A. New In-Dial Service (If you require more than one new service, please complete additional forms)										
<input type="checkbox"/>	Free phone (1800 ten digit)			<input type="checkbox"/>	Local Rate (1300 ten digit)			<input type="checkbox"/>	Local Rate (13 six digit)	
Service Number selection – Please indicate any Service Number requirements here										
<input type="checkbox"/>	1. Preferred number			<input type="checkbox"/>	List your preferred number:			<input type="checkbox"/>	2. Next available number	
B. Variation to Existing In-Dial Service										
Service Number:				Please detail the changes required in Section 4 on this form. Charges will apply						
Section 4: Call Distribution										
If only one answering point for this service (Australia Wide Routing & Mobile), please indicate answering Point.							( )	-		
Section 5: Service Features										
Feature	Required (Check box if required)									
Australia Wide Routing	<input type="checkbox"/>									
Australia Wide Routing Mobile	<input type="checkbox"/>									
State Wide Coverage Please Tick	<b>Victoria</b>	<b>NSW</b>	<b>Queensland</b>	<b>NT</b>	<b>Western Australia</b>	<b>South Australia</b>	<b>Tasmania</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			



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Section 6: Service Charges					
Once Off Charges			Monthly Recurring Charges		
Service Connection Charge	\$	+ GST	Service Rental	\$	+ GST
Existing Service – Variation Charge	\$	+ GST	Feature Charges	\$	+ GST
Minimum Service Period	24 Months		Estimated Usage Per Month	\$	+ GST
Rates	See Pricing Schedule		Package / Rate Plan		
<b>Notes:</b> e.g. Time of Day Routing, Day of Year Routing, Planned Events, etc					
Section 7: Local Calls					
Do you require access for local Callers? (Restrictions apply)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Section 8: High Calling Threshold					
Will calls to the number exceed the standard High Calling Threshold? (i.e. More than 3,600 Calls per hour)?					
	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	
Section 9: Customer Authorization					
<input type="checkbox"/>	I have checked the Answering Point Number(s) and Routing details provided and understand that Golden IT will not be liable for any financial loss caused due to incorrect information provided.				
On behalf of the Customer, I confirm that the information is correct and I accept the Terms & Conditions, which are incorporated into this Order Form. I warrant that I am a representative of the customer authorized to sign this document. I authorize Golden IT to undertake a credit check and acknowledge that Golden IT need not accept this application.					
Customer Signature		Name :		Date:	
:					
Office Use Only					
Sales Rep		Signature:		Date:	/ /
Sales Director		Signature:		Date:	/ /



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## Golden IT In-Dial – Terms and Conditions

### 1 General

By accepting the supply of the Golden IT In-Dial Service, you accept these terms and conditions. You acknowledge that the terms and conditions, including relevant Charges, may be varied from time to time by GoldenIT Pty Ltd("Golden IT") giving you not less than 14 days written notice.

### 2 The Service

The Golden IT In-Dial Service is a flexible inbound calling service. Business customers can use these services to enable their clients to call them at a subsidized call charge using certain 13, 1300, 1800 prefixed numbers. Each Free phone Service has a single service number that is ten digits (of the form 1800 XXX XXX). Each Local Rate Service has a single number that is either ten digits (of the form 1300 xxx xxx) or six digits in length (of the form 13 XX XX). Calls to a Free phone Local Rate Service Number can be made from most telephone services in Australia and are routed to customer nominated sites in Australia.

### 3 Use of the Service

You acknowledge and agree that:

- (a) You must specify on the Order Form if the Service is to be used regularly as a High Calling Service;
- (b) If the Service is not nominated as a High Calling Service but you anticipate an event that will or may cause your usage of the Service to exceed the High Calling threshold, you must, as soon as possible, give to Golden IT prior written notice of such an event;
- (c) You have no right, title or interest in any number provided as part of the Service. However, where Golden IT ceases to be your Authorized Agent, Golden IT agrees to transfer your Service to another provider, provided your Account is paid in full.

### 4 Charges & Billing

- 4.1 The Service is subject to a contract term ("Minimum Service Period") as stated on the order form.
- 4.2 You will be charged for all calls to the Freephone/Local Rate Service Number and subsequent routing to the terminating service number based on the rates specified on the Pricing Schedule. Golden IT may from time to time provide to you an updated Pricing Schedule, which will take effect 14 days after the date Golden IT issues the updated Pricing Schedule.
- 4.3 Golden IT will bill you on a monthly basis but we may vary the billing cycle. Bills must be paid within 7 days of the date of the bill. Payment must be made in full by cash, Cheque, credit card, direct debit or other methods permitted by Golden IT.
- 4.4 Credit cards will attract a Credit Card Processing Fee of 2% for Bankcard, MasterCard and Visa or 4% for American Express.
- 4.5 Golden IT may charge a late payment fee of up to \$100 on any overdue amounts. In addition, Golden IT may impose an administrative fee to cover its reasonable expenses and costs incurred in enforcing any failure or delay in your payment.

### 5 Privacy

Personal information that Golden IT collects from you is collected for the primary purposes of enabling Golden IT to supply services to you and for the administration of your account with Golden IT, including creditworthiness assessment billing and debt collection. You agree that Golden IT may release your personal information and other information provided to us by you to another carriage service provider if that release is required to enable Golden IT to supply the services to you and to a credit reference agency in connection with Golden IT obtaining from or supplying to that agency information about your creditworthiness.

### 6 Period of Agreement

This Agreement shall commence on the date your application is accepted by Golden IT and shall continue until terminated in accordance with these terms and conditions. The Minimum Service Period shall commence on the date the Service is activated. If during the Minimum Service Period this Agreement is terminated by you or is terminated by Golden IT under clause 7.2, you will pay to Golden IT an Early Termination Charge calculated by multiplying the Monthly Service Rental and any associated Monthly Feature Charges by the number of months between the date of termination and the expiry of the Minimum Service Period.

### 7 Service Suspension and Termination

- 7.1 Golden IT may terminate this agreement by providing you not less than 30 days written notice. You may terminate this agreement at any time by giving us notice but, if the termination is during the Minimum Service Period, you will be liable for the Early Termination Charges (see clause 6).
- 7.2 Golden IT may by written notice immediately suspend supply of the Service to you and/or terminate this agreement if:
  - (a) You fail to pay by the due date any charges payable for the Service and fail to rectify that default within 7 days of receiving from Golden IT a written notice requiring you to do so;
  - (b) You are declared bankrupt or die or if a receiver, liquidator, provisional liquidator or administrator is appointed you're your undertakings or assets and that appointment continues for a period of 5 Business Days, or if you enter into any arrangement with any of your creditors or any class of such creditors or if you cease to carry on business;
  - (c) Golden IT has reasonable evidence that you have breached clause 3 of this Agreement.

### 8 Liability

- 8.1 Golden IT does not warrant that the Service will be uninterrupted or fault free.
- 8.2 To the maximum extent permitted by law, Golden IT excludes any liability to you for any indirect or consequential loss, costs, or damage (including, but not limited to, loss of profits, loss of revenue, and expectation loss) arising out of this Agreement, including, but not limited to, Golden IT's supply of (or failure to supply) the Service, whether arising as a result of any act, omission or negligence of Golden IT or otherwise.
- 8.3 To the maximum extent permitted by law, Golden IT limits its liability to you for any liability which may arise out of or in relation to this Agreement, (whether based in contract, tort, including negligence, or statute) to an amount in aggregate for all claims which is the amounts paid by the Customer for the Services under this Agreement.
- 8.4 You indemnify us against any loss or damage we may suffer as a result of your use or attempted use or any use of the Service.

**Copyright – Golden IT.**



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**9 General**

- 9.1 Headings are for ease of reference only and not as an aid to interpretation.
- 9.2 The Customer may not transfer legal responsibility for the Service without Golden IT's written consent.
- 9.3 The Customer acknowledges that where Golden IT requires the consent of the Customer to undertake certain actions, then provided Golden IT acts in good faith, Golden IT may rely upon the authority of any employee of the Customer who warrants that he or she is authorized to provide that consent on behalf of the Customer.
- 9.4 Golden IT may set off or apply any credit balance in any of your accounts with Golden IT or any amounts owed by Golden IT to you against any amount due and payable by you to Golden IT.
- 9.5 Failure by either party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of the right or of any other right on any later occasion.
- 9.6 If part or all of any clause of this Agreement is illegal, invalid or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable or if this is not possible, the affected clause or part will be severed from this Agreement, the remaining provisions of this Agreement will continue to have full force and effect and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.
- 9.7 The Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any prior understanding or agreement between the parties (including any Memorandum of Understanding) and any prior condition, warranty, indemnity or representation imposed, given or made by Golden IT.
- 9.8 The Agreement is governed by the laws applicable in the State of Victoria in the Commonwealth of Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

**Authorization**

On behalf of the Customer, application is made for the Service described in this Order Form which expressly incorporates the terms and conditions set above and any that may exist in the MSA, CRA and In-Dial Service Schedule. I acknowledge that, on acceptance by Golden IT of this Order Form, a binding contract exists.

**Acceptance on Behalf of the Customer:**

Signature	
Name	
Date	
Position	

**Accepted on Behalf of GoldenIT Pty Limited.**

Signature	
Name	
Date	
Position	