



Client Paperwork

Registered Company Name / Trading Name	ABN

Registered Address			
Street Address		State	
Suburb Town		Postcode	

Primary Contact		Finance Contact	
Name		Name	
Phone		Phone	
Email		Email	
Position		Position	

Tick Box to Select Plan and Services. Plans can be changed to optimise your service. Please ask YPC if you need help.

Plan	Calls	Diary	Extras	Payment Frequency (% discount)
Company Plan - 15 Calls Daily			Virtual Fax	Every Month 0%
Team Plan - 10 Calls Daily			1300 / 1800 Number	Every 3 Months 5%
Professional Plan - 5 Calls Daily				Every 6 Months 10%
Solo Plan - 1 Call Daily				Every 12 Months 20%
Start-Up Plan - 0 Calls Daily				

Order Notes:

AGREEMENT - By signing you agree to be bound by the Terms and Conditions (below).

Authorised Signature:	Date:
Print Name:	Position:



PAYMENT INFORMATION (COMPLETE EITHER A OR B)

A. CREDIT CARD AUTHORITY (COMPLETE EITHER A OR B)

I/we, the undersigned, request that Your Phones Covered charge my/our Credit Card as payment for fees. This authority will remain in place until Your Phones Covered receives written notification from me/us to cancel it.

Card Number																		
CCV Number				Issue Date					Expiry Date									
Name on Card																		
Card Holder Signature											Date							

B. DIRECT DEBIT REQUEST (COMPLETE EITHER A OR B)

Request and Authority to debit the account named below to pay Your Phones Covered Pty Ltd																	
Your Surname or company name																	
Your Given names or ABN/ARBN"you"																	
request and authorise Your Phones Covered Pty Ltd User ID (416144) to arrange, through its own financial institution, a debit to your nominated account any amount Your Phones Covered Pty Ltd, has deemed payable by <i>you</i> . This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.																	
Financial Institution																	
Address																	
Suburb / Town																	
State							Postcode										
Name/s on Account																	
BSB number (Must be 6 Digits)							Account Number										
Acknowledgment By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Your Phones Covered Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.																	
Signature																	
Full Name (print)																	
Position (e.g. director)											Date						



DIRECT DEBIT SERVICE AGREEMENT

This is your **Direct Debit Service Agreement** with **Your Phones Covered Pty Ltd User ID (416144) ABN: 24 146 472 120**.

It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorization.

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request (DDR) between *us* and *you*.

us or **we** means **Your Phones Covered Pty Ltd**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

- 1.1. By signing a *Direct Debit Request* or by providing *us* with a valid instruction, you have authorised *us* to arrange for funds to be debited from *your account*. You should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2. We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*. Or We will only arrange for funds to be debited from *your account* if we have sent to the email address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3. If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the prior *banking day*. If *you* are unsure about which day *your account* has or will be debited you should ask *your financial institution*.

2. Amendments by us

- 2.1. We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

3. Amendments by you

- 3.1. You may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen (14) days notification by writing to Your Phones Covered Pty Ltd, F27, 16 Mars Rd, Lane Cove, NSW. 2066. Or emailing info@yourphonescovered.com.au or by arranging it through your own financial institution, which is required to act promptly on your instructions.

4. Your obligations

- 4.1. It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.
- 4.2. If there are insufficient clear funds in *your account* to meet a *debit payment*:
 - a) *you* may be charged a fee and/or interest by *your financial institution*;
 - b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - c) *you* must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the debit payment.
- 4.3. You should check *your account* statement to verify that the amounts debited from *your account* are correct

5. Dispute

- 5.1. If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly by emailing info@yourphonescovered.com.au. Alternatively *you* can take it up directly with *your financial institution*.
- 5.2. If *we* conclude as a result of *our* investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing via email of the amount by which *your account* has been adjusted.
- 5.3. If *we* conclude as a result of *our* investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing via email.

6. Accounts

You should check:

- a) with *your financial institution* whether direct debiting is available from *your account* as *direct debiting* is not available on all accounts offered by financial institutions.
- b) *your account* details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

- 7.1. We will keep any information (including *your account* details) in your *Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2. We will only disclose information that we have about *you*:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1. If *you* wish to notify *us* in writing about anything relating to this agreement, *you* should write to Your Phones Covered Pty Ltd, F27, 16 Mars Rd, Lane Cove, NSW. 2066 or via email info@yourphonescovered.com.au
- 8.2. We will notify *you* by sending a notice in the ordinary post to the address *you* have given us in the *Direct Debit Request*.
- 8.3. Any notice will be deemed to have been received on the third *banking day* after posting.



YOUR PHONES COVERED PTY LTD TERMS AND CONDITIONS

1. Your Phones Covered Pty Ltd (YPC) Will:

- 1.1 Supply the following services through Virtual Call Attendants (VCA) engaged by YPC from 8.30am to 6.00pm in each State, except Western Australia 8:30 to 5:00pm, Monday to Friday, excluding public holidays unless otherwise agreed in writing ("the Services");

Call Answering Plans, for which charges apply, are provided, including;

- (i) Call Answering with message taking
- (ii) Attended Call Transfer to land line
- (iii) Attended Call Transfer to mobile
- (iv) Call Screening
- (v) Call Divert without answer (IVR) to land line
- (vi) Call Divert without answer (IVR) to mobile
- (vii) Message taking
- (viii) Message relay to SMS
- (ix) Fax to Email
- (x) Email to Fax
- (xi) Number Holding
- (xii) Other services agreed in writing from time to time

Diary Management/Service Desk Plans, for which charges apply, are also provided, including;

- (i) Accessing diary and creating an entry
- (ii) Accessing diary and amending an entry
- (iii) Accessing diary and deleting an entry
- (iv) Sending email diary event reminders
- (v) Sending SMS diary event reminders
- (vi) Complex Customer Service Enquiries
- (xiii) Other services agreed in writing from time to time

- 1.2 On acceptance of this application, provide a telephone number to the Client for the term of this agreement, that shall always remain the property of YPC, for the facilitation of the Services unless otherwise agreed in writing.
- 1.3 Provide Email Support from reception@yourphonescovered.com.au to ensure that any problems or issues raised by the Client are attended to within a reasonable time frame dependent on priority of the problem or issue.
- 1.4 Invoice the Client, commencing at the conclusion of any Trial, each month for the Services of the Virtual Call Attendants for that month, including weekly subscription fees for the Plan for the following month in advance (the "Subscription Fee") plus any other fees incurred in addition to the Plan in the previous month.
- 1.5 take all reasonable steps to ensure information given to YPC in relation to the supply of the Services is confidential and will not be disclosed by YPC to any party and YPC shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees and advisers.

2. The CLIENT Will:

- 2.1 Engage YPC (the employer of the Virtual Call Attendants), for a period as may be agreed with YPC (the "Term"), with not less than twenty-eight (28) days' notice being given to YPC for the completion of the Term, the Client acknowledges that notice cannot be given in the first month of Subscription, meaning the minimum term of engagement is one (1) month plus twenty-eight (28) days, unless otherwise agreed in writing by YPC.
- 2.2 At all times ensure suitable access to its electronic data and telephony services ("Communications") for the Virtual Call Attendants to provide the Services, comprising; call answering, call forwarding, SMS messaging, emailing, accessing diaries, customer service enquiries and similar services ("the Events"). The Customer further indemnifies and saves harmless YPC, and or it's servants or agents against any loss or damage, in the event the Client fails to provide suitable access to its Communications for delivery of the Events.
- 2.3 At all times act reasonably towards YPC Staff, specifically the Virtual Call Attendants.
- 2.4 Pay for a security bond in the amount equivalent to 4.40 times the total weekly subscription for the provision of the Virtual Call Attendants if so requested by YPC. The bond may be claimed against, whether in full, or part, by YPC at any time when the Client is in default of these terms. The bond, or its balance, will be refunded to the Client less outstanding invoiced charges upon written request subsequent to the termination of this Agreement.
- 2.5 Only engage YPC for purposes considered to be legal in Australia.
- 2.6 Indemnify YPC from any collection fees, mercantile agent's costs, debt recovery fees, legal costs on a solicitor-client basis, in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application or any default by the Client thereunder.

3. Payment

- 3.1 Invoices will be sent monthly to the Client during the Term based upon the Events processed by the Virtual Call Attendants pursuant to the Plan chosen by the Client and for the Subscription Fee and Account Keeping Fee and GST, which will be due and payable on the day of issue, zero (0) days from the date of the Invoice. If the Invoice due date falls on a non-banking day the Invoice will be due on the Business Day prior. In the event the Client fails to make payments in accordance with these terms, the Client acknowledges that YPC may at its discretion suspend services without notice until payment is made.
- 3.2 Any disputes of Events must be made in writing via email to info@yourphonescovered.com.au within 7 days of Invoice. If YPC agree an error has been made, then any overpayments will be credited to the Client's account to be used against future invoices.
- 3.3 YPC will not provide any refund for any remaining prepaid period for any Prepaid Subscription Fees.
- 3.4 All payments for Invoices are to be withdrawn from a Client Elected Account (Credit or Debit Card) OR Direct Debited from an Australian Bank Account to YPC Elected Account. The Client expressly acknowledges that it has authorised YPC to charge, withdraw or debit from the Client's Credit Card, or Debit Card, or Bank Account, to YPC for all sums due on a monthly basis. The authority will be irrevocable without the express written consent of YPC.
- 3.5 All Payments that are not automated, automated means that YPC initiates and makes the transaction on the agreed payment method, will be charged a "non-automated" payment fee of \$49.00 per month.
- 3.6 YPC reserves the right to charge an administrative fee of \$25.00 on any invoices that are unpaid after seven (7) days of due date.
- 3.7 YPC reserves the right to further charge interest on unpaid invoices from the due date of the invoice, at the rate of 10% per annum calculated on daily outstanding balances, where payment from the Client for these services is not received by YPC within seven (7) days of the due date.
- 3.8 In the event the Client fails to pay YPC any outstanding invoiced amounts sixty (60) days after the due date, the Client acknowledges that they will be liable to pay ALL additional fees YPC incurs from taking ANY action to recover the outstanding debt. These include but are not limited to: YPC Admin time at \$90 per hour, postage costs, legal costs, solicitors' fees, court fees, debt recovery costs (including inter State fees).



4. Limit of Liability and Delivery of Services

- 4.1 YPC shall not be liable for any amount greater than the price of the Services originally supplied. Without limiting the meaning of this clause, YPC shall not be liable for any claims, loss, expense whatsoever, howsoever arising, or in any event in any way whatsoever for any contingent, consequential direct/indirect special, or punitive damages arising in relation thereto, and the Client acknowledges this express limit of liability and agrees to limit any claim accordingly. Further YPC shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the Services by the Client, or to any third party, or from any failure of the Services whether defective or not.
- 4.2 For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), YPC's liability for any breach of a term of this agreement is limited to; the supplying of the services to the Client again; or the replacement of the services; or the payment of the cost of having the services supplied to the Client again.
- 4.3 While YPC endeavours to maintain delivery of the Services, any delay of delivery, for any reason whatsoever, including but not limited to failure of calendar integration, access failures to calendars or phone contacts, failure of telecommunications systems, data entry errors, failure of messages in any form, will not entitle the Client to claim for any consequential loss or damage or to cancel, rescind or terminate the agreement.
- 4.4 Should circumstances beyond the control of YPC prevent or hinder delivery of the Services, YPC will be free from any obligation to deliver the Services while such circumstances continue. For as long as such circumstances exist, YPC may, at its option, cancel, rescind or terminate all or any part of the Agreement or keep the Agreement on foot until such circumstances have ceased. Such circumstances beyond the control of the seller include, but are not limited to: strikes, lockouts, rebellions; fire; acts of God; shortages of raw materials; Government decrees, proclamations or orders; transport difficulties; and failures or malfunctions of computers or other information technology systems.
- 4.5 All claims against YPC regarding the quality, nature, fitness, suitability, conformance with description or defects of the Services must be made in writing to YPC within 30 days of delivery. YPC does not accept liability for any such claim not made in accordance with these terms.
- 4.6 In the event of justified objection notified by the Client to YPC in accordance with these terms, YPC may, at its option: reduce the price of the Events by agreement with the Client; refund to the Client the price of the Events; or replace the Services.

5. YPC and the CLIENT acknowledge and agree that:

- 5.1 YPC is the employer of the Virtual Call Attendants.
- 5.2 Either party is entitled to terminate this Agreement by giving the other party twenty-eight (28) days written notice of its intention to terminate, except in the Client cannot give notice in the first month of engaging YPC. Meaning the minimum term is one (1) month and twenty-eight (28) days
- 5.3 YPC may provide a Trial of the Services for the purpose of allowing the Client to assess the suitability of the Service, any such Trial Period will be limited to a maximum of fourteen (14) Calendar Days OR 100 Calls, whichever occurs first, with no obligation for the Client to continue to use the Services. YPC may, at their sole discretion, immediately cancel any Trial without reason or notice. The Client acknowledges that they are responsible for monitoring their usage of any such Trial and that if the Client continues to use the Service after the end of the Trial Period, then YPC are entitled to charge for the provision of the services as described in these terms of business.
- 5.4 Any advice, recommendation, information, assistance or service given by YPC and/or the Virtual Call Attendants in relation to the Services supplied or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability and YPC does not accept any liability or responsibility for any loss suffered from the Client's reliance on such advice, recommendation, information, assistance or service.
- 5.5 The Plan is based on maximum Events per day. YPC will charge and bill all additional Events in excess of the Plan chosen by the Client at the rate specified on YPC Plans and Pricing Document, available from YPC's Website or by contacting info@yourphonescovered.com.au.
- 5.6 All unused included Calls or Actions on a Plan expire daily and are not carried over.
- 5.7 YPC is not responsible for inbound calls made by mistake, telemarketers, or callers not leaving a message. YPC reserves the right to charge for these calls under the Plan and these terms and conditions.
- 5.8 Plans, fees for Services, Subscription Fees and Account Keeping Fees are subject to change. Where any change occurs to the Plan or fees under which the Virtual Call Attendants are engaged during the Term. YPC will attempt to inform clients, BUT cannot guarantee notification of such changes, as is reasonably practicable in the circumstances. Thereafter those amended Plan fees prepared by YPC will be operative in relation to this Agreement.
- 5.9 YPC includes various Events free of charge in the Subscription. YPC reserves the right to charge for ALL Events where it considers, at their sole discretion, that the Client is using excessive amounts of free Events, these free Events include, but are not limited to, SMS and Untimed Calls.
- 5.10 YPC is entitled to immediately terminate this Agreement if the Client fails to comply with or fulfil the obligations set out in this Agreement, or the Client fails to pay YPC in accordance with the terms and conditions set out in this Agreement.
- 5.11 Failure on the part of the Client to observe the conditions of this Agreement may result in the services of the Virtual Call Attendants being immediately withdrawn from the Client and, if appropriate, lead to the institution of legal proceedings against the Client and/or the Guarantor to recover any outstanding monies and/or documents which are owed to and/or are the property of YPC.
- 5.12 Should there be any variation to any of the information supplied by the Client in this application or in the structure of the Client's business (such as a conversion to or from a company or trust or the appointment of new directors), YPC shall be notified in writing. Until a new Commercial Credit Application form is signed and approved in writing by YPC, then the original Commercial Credit Application and those person(s) who signed as guarantor(s) shall remain liable to YPC as though all Services were supplied to the original Client.
- 5.13 At any time if the subscription is suspended or cancelled, YPC will hold the telephone number for the Client's at a charge of \$4.00 per week, invoiced in advance. If the Client does not pay the invoice for number holding, it is agreed YPC will be free to re-use that unique number.
- 5.14 If the Client separately employs (on a full-time, part-time or casual basis) any of the Virtual Call Attendants supplied by YPC, during the term of this Agreement and for 12 months from the date of termination (for any reason) of this Agreement, then the Client agrees to pay YPC the sum of \$5,000.00 (plus GST) immediately upon demand by YPC as a commercial placement fee for each of the Virtual Call Attendants so employed.
- 5.15 YPC shall be entitled at any time to assign its rights under this Commercial Credit application to its successors, nominated transferees or assigns (including but not limited to, where applicable personal guarantees), and that these Trading Terms and Conditions shall not be in any way affected or discharged pursuant to such an assignment.
- 5.16 YPC may, at its option and without prejudice to any of its rights, either suspend further deliveries, require payment in advance or terminate any contract by written notice to the Client where the Client: defaults on any payment due under the agreement; OR being a natural person, commits an act of bankruptcy; OR being a corporation, is subject to: a petition being presented, an order being made or a meeting being called to consider a resolution for the Client to be wound up, deregistered or dissolved; or a receiver, receiver and manager or an administrator under Part 5.3A of the *Corporations Act 2001* being appointed to all or any part of the Client's property and undertaking; or the entering of a scheme of arrangement (other than for the purpose of restructuring); or any assignment for the benefit of creditors.
- 5.17 All written communications to YPC should be made via email to: info@yourphonescovered.com.au
- 5.18 This agreement is governed by the laws of New South Wales, Australia.