

premier ADSL service terms & conditions

Motion Telecom Pty Ltd ABN 34 002 600 876

Standard Agreement for the Supply of Telecommunication Services

We thank you for becoming a Customer with the 'straight talking' company
and taking the time to read this Agreement

Motion Telecom Premier Broadband Service Standard Form of Agreement

1. These are the terms on which Motion Telecom Pty Ltd ACN 111 853 608 ("Motion Telecom") supplies the Motion Telecom Premier Broadband package of services set out in 5, below which comprise fixed-line telephony service and Internet access.
2. "Fair Use Policy" means the terms set out in clause 17.
3. "Local Call" means an untimed telephone call from a fixed line telephone in a charging district to another fixed line telephone in the same or an adjacent charging district, as reasonably determined by Motion Telecom, and excludes all other calls including but not limited to calls to or from mobile phones, long distance calls, international calls, calls to premium rate information services, 1300 or 13 or 1900 calls, directory assistance services or other ancillary services.
4. "Plan Fee" means the monthly charge to be made in advance by Motion Telecom at the rate notified by Motion Telecom to the Customer for the provision of Motion Telecom Premier and does not include the Variable Charges.
5. "Motion Telecom Premier Broadband" means a package of the following services on a single telephone line, namely:
 - a. Broadband Internet access (to which Motion Telecom Standard Form of Agreement for Broadband Internet Services applies);
 - b. fixed line telephony (to which Motion Telecom Standard Form of Agreement for Fixed Line Services applies); In the event of conflict these present terms prevail over the Standard Forms of Agreement.
6. "Variable Charges" means all charges to be made by Motion Telecom at the rates notified by Motion Telecom to the Customer for any telephone calls or services other than Local Calls, telephone line rental and internet access, including but not limited to, long distance, international calls, premium rate calls, calls to or from mobile telephones, directory assistance calls, calls to numbers commencing with 1300, 13 and 1900 or derivative prefixes, call number display, message services & private line.
7. Motion Telecom will not invoice the Customer for any charges but will make the particulars of how charges are calculated available upon request.
8. The Customer will at all times be the holder of a valid credit card or bank account acceptable to Motion Telecom and ensure Motion Telecom has any continuing authority necessary for Motion Telecom to charge the payments referred to in 15 d. below to the Customer's credit card or bank account. If such a payment is not made on or before the due date Motion Telecom shall not be obliged to provide Motion Telecom Premier Broadband Services.
9. Motion Telecom reserves the right to limit the number of Motion Telecom Premier Broadband Services provided to any single residential address or the provision of a Motion Telecom Premier Broadband Service to one telephone line.
10. Motion Telecom may at any time give 30 days notice to the Customer of changes to its charges or any terms and conditions.
11. Motion Telecom will not charge the Customer for Local Calls while the Customer is eligible for and on the Motion Telecom Premier Broadband Service.
12. The Customer agrees that this service is for residential purposes only and the Customer shall not use the service for any commercial or business purposes.
13. The Customer shall not employ any automated dial or re-dial system, power or predictive dialler, back to base security dialler system or other similar equipment to make Local Calls. The Customer agrees that if this clause is breached the Customer shall pay on demand 20 cents to Motion Telecom for all Local Calls that have been made by means of Motion Telecom Premier Broadband Services.
14. If the Customer cancels Motion Telecom Premier Broadband Services at any time the balance of any Plan Fee that has been paid in advance shall be non-refundable to the Customer and the Customer shall remain liable for the Variable Charges incurred until the time that such cancellation becomes effective. Such cancellation becomes effective at the time that provision of the Customer's telephone service is transferred to another service provider.
15. To be and remain eligible for Motion Telecom Premier, the Customer must:
 - a. apply for and be approved by Motion Telecom;
 - b. maintain current connections to each service comprising Motion Telecom Premier Broadband Service;
 - c. comply with the general terms on which Motion Telecom supplies each service;
 - d. pay Plan Fee and Variable Charges on the due date by monthly direct debit from a credit card or bank account approved by Motion Telecom.
16. Broadband Terms
 - a. Subject to 15. above the Broadband Services has a 6 months minimum contract. After the first whole full month, the service can be cancelled however a \$100 fee applies. After 6 months, the Service can be terminated at anytime with no charge.
 - b. This Agreement starts at the time and day We receive Your signed Broadband application form. Payment for the service becomes due and payable immediately upon the activation of Your line.
 - c. You will be charged a set up fee of \$150 for Telstra to convert Your nominated line to an Broadband enabled line and a modem supplied by Motion Telecom. If you do not require a modem you will only be charged \$100 set up fee. If you do not require a line conversation or a modem, porting your phone number to Motion Telecom will be free of charge.
 - d. You will be billed for your Broadband connection from the 1st of the month and in advance. Your bill will show: Your set-up fee; Your first months access fee; and Your second months access in advance.
 - e. You can change Your nominated service line at any time. A fee of \$135 applies to phone number changes both during and after the 6 month contract period.
 - f. You can upgrade Your service speed at any time. A fee of \$99 applies to change the speed/bandwidth of the Service. You can change Your service from a usage-based Broadband service to an unlimited service (or Unlimited to Usage-based) at any time at a charge of \$99.
 - g. We cannot guarantee that the service will be free of blockage, delays or faults. You acknowledge that there may be restrictions and limitations on the Service from time to time. We will not be responsible for any loss or damage to You.
 - h. We accept no liability to You or to any other person for acts, omissions or defaults of other service providers which provide service to Us for any reason including faults, defects in the service, defects in telecommunication services not provided under this agreement.
 - i. You can terminate Your Service at any time, however We require 14 days notice prior to the date you wish the service to be disconnected via written confirmation in the form of an email.
 - j. You must advise Us when you relocate premises or change your phone number. You will remain responsible for all debts incurred on a service until they request cancellation.
 - k. Motion Telecom shall provide the Customer with five email addresses and a fifteen-megabyte home page, applicable to all Broadband Plan Options.

premier service fair use policy

The Fair Use Policy is designed to allow Motion Telecom to provide a simple, fixed fee service to the vast majority of Australian customers, while identifying extreme or commercial usage customers for whom this Service is not appropriate. Motion Telecom will monitor the number of local calls made by those on the Premier Service. In the very unlikely event that your local calls exceed 5 times those of our average customer then you may be given 30 days notice to transfer to an alternative Service or carrier. Currently that would apply to less than 1% of our consumer customers. The Premier Service is for residential use only. More than 1,000 calls in any 30-day period is considered unreasonable use. Therefore, if you make more than 1,000 calls, your account would most likely be terminated without notice to avoid prejudicing the product for other Customers. A business cannot join or operate using the Premier Service. Should a business use the Premier Service, it will be charged for all local calls made at 20 cents per Local Call.

