

# home plus plan - terms & conditions

Motion Telecom Pty Ltd ABN 34 002 600 876

## Standard Agreement for the Supply of Motion Telecom Premier Plan Service

We thank you for becoming a Customer with Motion Telecom  
and taking the time to read this Agreement

### Motion Telecom Home Plus Plan Standard Form of Agreement

1. These are the terms on which Budget Telecommunications Pty Ltd ACN 022 600 876 ("Motion Telecom") supplies the Motion Telecom Home Plus package of services set out in 5. below which comprise fixed-line telephony service and Internet access.
2. "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.
3. "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 Home Plus and does not include the Variable Charges.
4. "Motion Telecom Home Plus" means a package of the following services on a single telephone line, namely:
  - a. dial-up Internet access (to which Motion Telecom Standard Form of Agreement for 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.
5. "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
6. Motion Telecom will not invoice the Customer for any charges but will make the particulars of how charges are calculated available upon request.
7. 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 Home Plus services.
8. Motion Telecom reserves the right to limit the number of Motion Telecom Home Plus services provided to any single residential address or the provision of a Motion Telecom Home Plus Plan to one telephone line.
9. Motion Telecom may at any time give 30 days notice to the Customer of changes to its charges or any terms and conditions.
10. Motion Telecom will not charge the Customer for Local Calls while the Customer is eligible for and on the Motion Telecom Home Plus Plan.
11. 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.
12. 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 Home Plus services.
13. If the Customer cancels Motion Telecom Home Plus 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.
14. To be and remain eligible for Motion Telecom Home Plus, the Customer must:
  - a. apply for and be approved by Motion Telecom;
  - b. maintain current connections to each service comprising Motion Telecom Home Plus;
  - 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.
15. Subject to 14. above there is no minimum term applicable for Motion Telecom Home Plus services. Either Motion Telecom or Customer may terminate at any time. A \$54.95 disconnection fee will be charged on termination.
16. Fair Use Policy 1) If within 30 consecutive days the Customer makes more than 5 times the average number of Local Calls made by Motion Telecom consumer telephony customers during the previous calendar month Motion Telecom (without affecting its right to terminate Motion Telecom Home Plus services at any time) may elect to not make Motion Telecom Home Plus available to the Customer. In such event the Customer agrees that it will be reasonable for Motion Telecom to give the Customer notice to the effect that on the expiry of 30 days from such notice Motion Telecom will no longer bear any obligation to provide Motion Telecom Home Plus services or any other services unless the Customer has arranged to transfer to an alternative service provided by Motion Telecom.  
Fair Use Policy 2) If within any period of 30 consecutive days the Customer makes or the Customer's telephone service registers greater than 1000 Local Calls Motion Telecom (without affecting its right to terminate Motion Telecom Home Plus services at any time) may elect to not make Motion Telecom Home Plus available to the Customer. In such event the Customer agrees that it will be reasonable for Motion Telecom to suspend the Customer's service without notice. Motion Telecom may terminate the service at any time after thirty days has elapsed from such suspension.
17. Motion Telecom shall provide the Customer with five e-mail addresses and a ten-megabyte home page.
18. The Customer agrees that Internet access sessions may be:
  - a. interrupted briefly once per day for the purpose of updating records; and
  - b. terminated without notice at any time after 20 minutes idle connection. Motion Telecom agrees that the Customer may immediately redial and connect to Internet access and the Customer may employ software that preserves the continuity of any downloading occurring at the time of any interruption.