

preselection 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 Service Standard Form of Agreement
"We, Us and Our" means Motion Telecom Pty Ltd (ABN 34 002 600 876);
"You and Your" means You the Customer who subscribes to Our Service;

1. These are the terms on which Motion Telecom Pty Ltd ABN 34 002 600 876 ("Motion Telecom") supplies the Motion Telecom Freedom Service which comprises of preselection of all STD, Mobile & International calls and Override access for all Local Calls.
2. "Fair Use Policy" means the terms set out in clause 21.
3. We will provide You with a 4 digit override code or access to Our network via an access number. This 4-digit code is only required if You wish to access Our network for all Your Local Calls. By entering this override code before making a Local Call You understand that You will be billed by Us and not Your current telephone provider for that call.
4. To Preselect to Motion Telecom You must be the legal lessee (account holder) of the telephone number(s) and have authority to transfer these numbers to Us.
5. This agreement starts at the time and day You use Our services. Payment for the service used by the Customer becomes due and payable immediately upon the Customer's use of the Service.
6. We reserve the right to modify Our rates and/or Terms and Conditions at any time without notice.
7. Motion Telecom may not connect on a pulse phone. This should be checked with Our customer service.
8. A flag fall of 35c applies to every call.
9. We have the right to choose the carrier of their choice for the successful termination of traffic.
10. 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.
11. 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.
12. We may charge an administration fee if the invoice is not paid by the due date.
13. You agree to pay all expenses, disbursements or costs which might be incurred by Us in recovering or attempting to recover outstanding monies including debt collection expenses, agency fees or any other related costs owing by You.
14. You agree that We may disclose personal information to the Customer to a credit-reporting agency but only as allowed under section 18E(1) of the Privacy Act 1988.
15. We may give to and receive from other supplier's information about your account, including particulars of calls and call charges.
16. Motion Telecom or You may terminate the service at any time without notice. You may request the termination of the service by contacting our customer service by telephone or in writing. We will bill you for any outstanding use of the service in the next normal billing period.
17. 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.
18. All rates are displayed in standard per minute format, are inclusive of GST and are applicable 24 hours everyday, unless otherwise stated.
19. Calls are billed in 6 second increments.
20. The Freedom Service is strictly a residential service and is not available to any businesses, including Home Businesses.
21. 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. The Freedom Service consists of a combination of Override access and Preselection Access. Both access methods must be used in accordance with this fair use policy. If in one month a customer spends 50% less than Motion Telecom's average for preselect customers, then Motion Telecom reserves the right to charge the customer at 17c per local call.