



CHANGE OF OWNERSHIP

Office use only
DATE RECEIVED _____ STAFF _____

Ph: 1300 007 001 | Fax: 1300 887 813 | askus@spirit.com.au

Previous Account Holder Details

Current Account No: _____

Account Number: _____ Account Name: _____

Contact: _____

Billing Address: _____ State: _____ Postcode: _____

Postal Address: _____ State: _____ Postcode: _____

Contact No: _____ Mobile No: _____ Fax No: _____

Email Address: _____

New Account Holder Details

New Account No: _____

ABN No: _____ Date of Birth: ____ / ____ / ____

Account Name: _____

Contact 1: _____ Contact 2 : _____

Billing Address: _____ State: _____ Postcode: _____

Postal Address: _____ State: _____ Postcode: _____

Contact No: _____ Mobile No: _____ Fax No: _____

Email Address: _____

Services To Be Transferred To The New Account. Effective from ____ / ____ / ____

Fixed Line Telephony Services

Does the new owner accept that a Change of Lessee will incur a charge of \$59.00 inc GST per CSN? YES / NO?

Authorisation:

Both Parties agree that all the details provided on this form are correct.

Upon signing this form the Previous Account Holder agrees to transfer all responsibility and rights of the above Account and all services associated with this account to the New Account Holder.

Upon signing this form the New Account Holder agrees to accept all responsibility and rights of the Above Account and all services associated with this account from the Previous Account Holder. The New Account Holder agrees that they have read the terms and conditions and agrees to be bound by them and to undertake a standard credit check. Cancellation will not affect the New Account Holder's obligations to pay the monthly fee in accordance with Spirit Telecom's Standard Form of Agreement.

Name of Previous Account Holder: _____ Date: ____ / ____ / ____

Signature of Previous Account Holder: _____

Name of New Account Holder: _____ Date: ____ / ____ / ____

Signature of New Account Holder: _____



IMPORTANT CUSTOMER INFORMATION: SUMMARY OF YOUR RIGHTS AND OBLIGATIONS

Standard form of Agreement

This is a summary of the Standard Form of Agreement ("SFOA") which sets out the terms and conditions under which Spirit Telecom supplies telecommunications (Fixed telephone, Data Networks, Mobile Telephone, Internet, e-Solutions) to its customers. Under the Telecommunications Act 1997, Spirit must lodge the SFOA with the Australian Communications and Media Authority ("ACMA").

The SFOA is binding on Spirit and you from the time we accept your Application and it applies whether or not you have read the SFOA. The SFOA may be varied by Spirit at any time on the conditions set out in the SFOA.

For more information about your rights and obligations under the SFOA, please review the SFOA which is available at Spirit's website (www.spirit.com.au) or from Spirit's office.

SFOA Summary

In accordance with the Telecommunications (Standard Form of Agreement Information) Determination 1999, Spirit must give a summary (this Summary) of the SFOA to all new customers. This Summary provides you with an outline of the most important terms and conditions in the SFOA. It does not deal with all of, or override any of, the terms and conditions of the SFOA. This Summary is correct at the time of printing, but may be updated from time to time.

Services

Spirit will provide you with the Services nominated by you, and agreed by us, in the Application Form. The Services may include, but are not limited to, one or more of the following products or services:

- Fixed telephone: PSTN; Voice over Internet; Conferencing; Re-bill Services, Access Services; Softswitch Capability; and will provide Services to you through a supplier.
- Data networks: Access layer; Frame/MPLS Trunk; Wireless Networks; ATM; DDS/DAR/ISDN Services; DSL
- Mobile telephone: GSM; GPRS; SMS;
- Internet: Dial up services; Broadband; Virtual ISP; Hosting;
- B2B Applications; B2C Applications

Billing

Unless otherwise agreed or notified, Spirit will send you a monthly bill for the Services you receive, including GST, which will be payable, without deduction, within 14 days of the date of the bill. The bill sets out the amount due and payable, the date on which the amount is payable and how you can pay the amount due. Payments made by credit card standing authorisation with AMEX or Diners Club may be subject to a surcharge of 1.5%. Payments made by credit card services, customer equipment or to customers that have more than five telephone services.

Charges

Failure to bill within 14 days will entitle Spirit to charge an administration charge and interest on the unpaid amount until the amounts outstanding have been paid in full. Additional fees apply if a cheque in payment is dishonoured on presentation or if there are insufficient funds available to pay the bill by the due date and, as its option, may vary or remove any discounts which might otherwise apply but for this clause. Spirit may require you to provide a security bond, advance payment, or credit card standing authorisation from which unpaid amounts may be deducted as they are incurred as a pre-conditioned to reconnection or continuation of the services. You may dispute a bill or claim an overpayment within 12 months from the date of disputed bill.

Equipment

Equipment provided to you for delivery of the Services, remains Spirit's property unless it is sold to you. Property in Equipment sold will not pass to you until Spirit receives payment in full for the Equipment. Any loss or damage to the Service Equipment is a risk for which you are liable upon delivery to your premises.

Cancellation of the Services

If you have a contract with Spirit for an agreed term (the Plan Period) and you cancel the Services before the end of the Plan Period, you will be liable to pay Spirit for charges incurred by you to the date of transfer of the services calculated at the higher rate fixed by Spirit. If you have a contract with Spirit for a Period Plan which is subject to a minimum monthly spend you will remain liable to pay the minimum monthly spend over the unexpired portion of the Plan Period notwithstanding your cancellation of the contract.

Transfer of the Services

You authorise us to sign all forms in relation to the transfer on your behalf from an existing supplier to us and to provide written notification to your previous Supplier of the transfer and to pay all amounts due to your existing Supplier up to the date of transfer.

Indemnity

You warrant that you will not, nor will you permit another person to, misuse the Services in any way. You indemnify Spirit against any loss, damage or expenses (including legal costs) as a consequence of Spirit's reliance upon personal information provided by you in support of your Application for the purposes of receiving the Services; your use of the Services to transmit or publish any material contrary to law or equity; any loss or damage to the Service Equipment; any claim by the property owner in relation to our entry onto the premises; any amount claimed against you by a previous supplier, current supplier or another person in relation to the supply of previous telecommunications services or the Services.

Limitation of Liability

Spirit is a retailer of the Services acquired from an upstream Supplier. You agree to be bound by the limitation of liability in this contract and in any contract between Spirit and an upstream Supplier. The SFOA provides that, to the full extent permitted by law, Spirit Telecom excludes all liability and statutorily implied warranties, and limits its liability (at the option of Spirit) to either of the following: Service Equipment - Where applicable, to the repair, replacement or payment for the repair or replacement of the Service Equipment; or Services - where applicable, to the re-supply of Services or the payment for re-supplying the Services. By reason of the nature of telecommunications networks and their systems of delivery, they are susceptible to interruption from time to time. Spirit does not warrant fault free, uninterrupted Services. You should therefore consider your circumstances and take such steps as is necessary to protect your interests if you require a fault free service. You should read the SFOA provisions which exclude liability for loss.

Personal Information

Legislation imposes strict obligations on Spirit's collection, holding, use and disclosure of your personal information. Please refer to the SFOA under which you waive Spirit's compliance with many of these rights for the purposes set out in the SFOA.

Complaint Handling

Spirit endeavours to investigate and resolve your complaints about the Services quickly and effectively. If you have a complaint, please contact Spirit's office quoting the customer number on your bill. If you are dissatisfied with Spirit Telecom's handling of your complaint or the outcome, you can take your complaint to the Telecommunications Industry Ombudsman (TIO). The TIO is authorized to investigate certain complaints by residential and small business users of telecommunications and Internet services. For further information, see the TIO's website at www.tio.com.au. The Office of Fair Trading, or its equivalent, in your State or Territory may also investigate consumer complaints. **Faults may be reported on 1300 007 001**

Further Information

For a free copy of further information about the SFOA, this Summary, Services, Fees or any information contained in this Summary, contact Spirit's office: 1300 007 001

Upon signing this form, you will be bound by this contract for a minimum term of 12 months. Cancellation will not affect your obligations to pay the monthly fee in accordance with the terms above

Name: _____ Date: ____ / ____ / ____ Signature: _____