

Telecommunications Services Agreement

Application

Home Owner / s	
Installation Address	
Email Address	
Settlement Date	
Contact Number	

Service Nomination

Telephone Service *(only select if NOT requiring BUNDLE)*

Intercom	FREE	Calls FROM Gate ONLY	
Neighbourhood	\$12.50 per month	Intercom and Internal Resort Calls	
Full Telephone	\$25.00 per month	Neighbourhood and FREE Local and National Calls	

Internet Service *(only select if NOT requiring BUNDLE)*

Silver Internet	\$35.00 per month	Unlimited data with 25GB at Standard Access Speed allowance per month	
Platinum Internet	\$60.00 per month	Unlimited data with 100GB at Standard Access Speed allowance per month	
Gold Internet	\$80.00 per month	Unlimited data with 250GB at Standard Access Speed allowance per month	
Diamond Internet	\$110 per month	Unlimited data with 500GB at Standard Access Speed allowance per month	

Bundle Service

Silver Bundle	\$55.00 per month	Silver Internet Service & Full Telephone Service	
Platinum Bundle	\$75.00 per month	Platinum Internet Service & Full Telephone Service	
Gold Bundle	\$100.00 per month	Gold Internet Service & Full Telephone Service	
Diamond Bundle	\$135.00 per month	Diamond Internet Service & Full Telephone Service	

Home Owner (1)	Home Owner (2)
Name:	Name:
Signature:	Signature:
Date:	Date:

Service Costs All Costs are GST inclusive.

Telephone Services

Telephone Services			
	Intercom Service	Neighbourhood Service	Full Telephone Service
Description of Service	<ul style="list-style-type: none"> No Inbound or Outbound calls (excluding 000). Front gate access only. 	<ul style="list-style-type: none"> No Inbound or Outbound calls (excluding 000). Internal Resort calls only including gate access. Includes 24/7 Helpdesk Support. 	<ul style="list-style-type: none"> Inbound or Outbound calls. Internal Resort calls only including gate access. Includes 24/7 Helpdesk Support.
Service Connection Costs (once off)	FREE	\$ 100.00	\$ 100.00
Hardware Refundable Deposit - Telephone Handset	FREE	FREE	FREE
Service Provision Costs (per month, by Direct Debit)	FREE	\$ 12.50	\$ 25.00
Service Usage Costs	All other call costs as per Table 1 and Table 2	All other call costs as per Table 1 and Table 2	All other call costs as per Table 1 and Table 2

Internet Services

Internet Services				
	Silver Internet Service	Platinum Internet Service	Gold Internet Service	Diamond Internet Service
Description of Service	<ul style="list-style-type: none"> No restrictions on uploads and downloads. Open, shared speeds until 25 GB traffic per month. 	<ul style="list-style-type: none"> No restrictions on uploads and downloads. Open, shared speeds until 100 GB traffic per month. 	<ul style="list-style-type: none"> No restrictions on uploads and downloads. Open, shared speeds until 250 GB traffic per month. 	<ul style="list-style-type: none"> No restrictions on uploads and downloads. Open, shared speeds until 500 GB traffic per month.
	<ul style="list-style-type: none"> Includes 1 P.L.R email address. Includes 24/7 Helpdesk Support. 	<ul style="list-style-type: none"> Includes 2 P.L.R email address. Includes 24/7 Helpdesk Support. 	<ul style="list-style-type: none"> Includes 2 P.L.R email address. Includes 24/7 Helpdesk Support. 	<ul style="list-style-type: none"> Includes 2 P.L.R email address. Includes 24/7 Helpdesk Support.
Service Connection Costs (once off)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Hardware Refundable Deposit - P.L.R Modem (once off, fully refundable)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Service Provision Costs (per month, by Direct Debit)	\$ 35.00	\$ 60.00	\$ 80.00	\$ 110.00

Bundle Services

Bundle Services				
	Silver Bundle	Platinum Bundle	Gold Bundle	Diamond Bundle
Description of Service	<ul style="list-style-type: none"> • Full Telephone Service. • No restrictions on uploads and downloads. • Unlimited data with 25GB at Standard Access Speed allowance per month. • Includes 1 PLR email address. • Includes 24/7 Helpdesk Support. • Includes all call costs to Local and National numbers. 	<ul style="list-style-type: none"> • Full Telephone Service. • No restrictions on uploads and downloads. • Unlimited data with 100GB at Standard Access Speed allowance per month. • Includes 2 PLR email address. • Includes 24/7 Helpdesk Support. • Includes all call costs to Local and National numbers. 	<ul style="list-style-type: none"> • Full Telephone Service. • No restrictions on uploads and downloads. • Unlimited data with 250GB at Standard Access Speed allowance per month. • Includes 2 PLR email address. • Includes 24/7 Helpdesk Support. • Includes all call costs to Local and National numbers. 	<ul style="list-style-type: none"> • Full Telephone Service. • No restrictions on uploads and downloads. • Unlimited data with 500GB at Standard Access Speed allowance per month. • Includes 2 PLR email address. • Includes 24/7 Helpdesk Support. • Includes all call costs to Local and National numbers.
Service Connection Costs (once off)	\$ 125.00	\$ 65.00	\$ 65.00	\$ 65.00
Hardware Refundable Deposit - Telephone Handset	FREE	FREE	FREE	FREE
Hardware Refundable Deposit - PLR Modem (once off, fully refundable)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Service Provision Costs (per month, by Direct Debit)	\$ 55.00	\$ 75.00	\$ 100.00	\$ 135.00
Service Usage Costs	All other call costs as per Table 1 and Table 2	All other call costs as per Table 1 and Table 2	All other call costs as per Table 1 and Table 2	All other call costs as per Table 1 and Table 2

Terms & Conditions

These are the terms on which we will provide the Telecommunications Services Agreement.

1. Private Infrastructure

- 1.1 Palm Lake Resort Pty Ltd own the telecommunications infrastructure installed at Palm Lake Resort.
- 1.2 As we own and maintain the infrastructure home owners are unable to have an external service such as NBN, Telstra etc. into a residence.
- 1.3 Without a Palm Lake Resort infrastructure service, access for visitors or emergency services from the entrance gate would not be possible.

2. Service Contracts

- 2.1 All services are “opt in/opt out” services with no minimum term of contract.
- 2.2 As there is no minimum term of contract there are no service holidays permitted.
- 2.3 Services may only be cancelled after 30 days’ notice and after one full billing month.

3. General Service

- 3.1 If you have a problem with the Telecommunication Services Agreement you should report it to The Communications Company Helpdesk by calling 9 (Villa Phone only) or 07 5559 7988 immediately, you should also advise your Resort Caretaker if your problem is not resolved within 24 hours.
- 3.2 We will use all reasonable efforts to rectify the problem as soon as possible.
- 3.3 If you report a fault and we find there is no fault or the fault was not caused by us, we may charge you for any work we have done to try to find the fault or repair it in accordance with the rate table (this includes tampering with the installed Modem in anyway).

4. Speeds

- 4.1 A service can never go faster than the maximum line speed available to your home. Speeds can vary due to access type, maximum speed to your internet plan tier and your service providers network capacity.
- 4.2 Netflix ISP Speed Index is a measure of prime time Netflix performance on a particular ISP and not a measure of overall performance for other services / data that may travel across the specific ISP network. More information at: <http://ispspeedindex.netflix.com/>
- 4.3 Broadband speeds vary due to quite a number of factors including:
 - Type of technology available at your address
 - Network capacity

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- Set up at your home (such as location of your modem and how the internet is used in your home)
 - Whether your device is connected by Wi-Fi rather than Ethernet cable.

If you exceed your monthly data allowance your internet speed will slow to 256kbps until the next month.

5. Fair Use Policy – Internet Service

- 5.1 You acknowledge that whilst Telecommunication Services Agreement has no restrictions on upload or downloads, the Service is a shared load service, which requires individual users to fairly use the service.
- 5.2 Should you demonstrate a usage rate considerably higher than the average usage rate within the network, you may be asked to review your usage or adjust it to non-peak demand times.
- 5.3 The Telecommunications Services Agreement aims to provide a low cost, high quality Internet Service to the benefit of an average user.

6. Paying Our Charges

Please refer to the “Service Nomination”, Table 1 and Table 2.

- 6.1 You must pay the Monthly Fee and call costs as set out on the Telecommunication Services Agreement including:
- Service Provision Costs; and
 - Service Usage Costs.
- 6.2 You must pay us any other applicable upfront charges as set out in the Telecommunication Services Agreement including:
- Service Connection Costs; and
 - Hardware Refundable Deposits.
- 6.3 We will be taken to have commenced supplying the Telecommunications Services Agreement to you from the date of activation of the Services.
- 6.4 Any mid-month upgrades to your Telecommunication Service, will be amended in the next month’s billing period.
- 6.5 Please note that phone numbers in a White Pages Telstra Directory may not all be included in a local call area. STD charges may apply between some numbers within the same White Pages Directory.
- 6.6 We may terminate your Telecommunications Services Agreement if any charges remain outstanding for 30 days.

7. Information

- 7.1 Information concerning you will be held in a secure database. The database will contain your name, address, telephone numbers, bank account details, billing details,

information relating to the provision and use of the Telecommunication Services Agreement in connection with this agreement or service.

7.2 We will treat your information confidentially at all times, as per our Privacy Policy which can be found here:

<http://www.palmlakeresort.com.au/privacy-and-security-full>.

7.3 Monthly data usage can be checked by logging into the PLR Resident Portal.

CUSTOMER AGREEMENT

- I hereby confirm that I wish to be supplied with the Telecommunication Services and described in this application and acknowledge that the service/s will be provided subject to the provisions of Palm Lake Resort.
- I understand that Palm Lake Resort reserves the right to disconnect equipment which is unsafe or which causes interference to other network users. I agree to abide by the requirements set out on this form.
- Palm Lake Resort informs me (in accordance with the Privacy Act 1988), and I hereby declare and acknowledge that items of personal information about me/us (including information in an application and information arising from the conduct of the account) and permitted to be kept on a credit information file, may be disclosed to a credit reporting agency. I irrevocably and specifically agree that:
 - Palm Lake Resort may use information of the kind referred to in that section (including information that concerns my commercial activities or commercial credit worthiness for the purpose of assessing an application;
 - a credit reporting agency may disclose personal information from my credit information file/s to Palm Lake Resort for the purpose of assessing an application for commercial credit by me and for the purpose of the collection of payments that are overdue in respect of any commercial credit provided by Palm Lake Resort; and
 - Palm Lake Resort may give to and seek from another credit power, any information derived from a report or the entire report for any one or more of the following purposes:
 - to assess an application, my credit worthiness and/or the Applicant's continuing credit worthiness; and
 - to notify, exchange and/or obtain information with other credit providers in relation to the conduct or status of, or a default in relation to, any account(s) held by me with them or Palm Lake Resort.
- I / We request the supply of the Telecommunication Services Agreement as nominated and defined in the terms and conditions and I agree that any Telecommunication Services Agreement service enhancements subsequently used shall be governed by the terms and conditions.
- By submitting this application form I am making an order for the supply of Palm Lake Resort in accordance with the terms and conditions. Palm Lake Resort may accept my

application form by delivering the telephone service to me. Palm Lake Resort is under no obligation to accept my order.

- I agree to pay Palm Lake Resort a minimum monthly fee (set out in the “Service Nomination”, Table 1 and Table 2) for the term commencing on supply of the Telecommunication Services Agreement.
- I acknowledge that in the case of Telecommunication Services Agreement there may be a minor disruption in some circumstances.
- I understand that the number I obtain from my site number within the complex will remain with that site for the next home owner who may come to occupy that site. For example: A phone number will be allocated to each site, and that phone number will remain allocated to that site, regardless of whom may occupy the site.
- I understand that any carrier advertisements do not apply to me / us.
- I understand that the Telecommunication Services Agreement “Service Costs”, Table 1 and Table 2 will vary, but shall remain at a competitive rate to market alternatives, including Telstra.
- I warrant I am 18 years old or over. I warrant that all the information set out in this application form is true and correct.
- If I am completing this application form on behalf of a company, I warrant that I am authorised to do so.

TABLE 1 – Domestic Call Costs

All Costs are GST inclusive.

Rates current at time of publication (01/07/2018) however are subject to change at any time.

Palm Lake Resort reserves the right to amend the stated times and duration for STD Capped Calls and Telstra Mobile Capped Calls at any time. You will be notified of any changes.

Please note that National Numbers (STD) Calls can occur between phone numbers within a single White Pages Directory. This is determined by Telstra, not by Palm Lake Resort.

Call Type	Connection Rate (inc GST)	Per Minute Rate (inc GST)	Capped Rate (inc GST)	Details
Local Numbers	\$ 0.25	-	-	Unlimited duration
National Numbers (STD)	-	\$ 0.20	-	
National Numbers (STD)	-	-	\$ 3.00	3 hours maximum at all times
Mobile Numbers	-	\$ 0.30	-	
Telstra Mobile Numbers	-	-	\$ 3.00	30 minutes maximum from 2pm to 12pm
International Calling Rates	Refer to Table 2			
Internal - Gate Activation	No Cost	No Cost	-	
Internal - Palm Lake Neighbours	No Cost	No Cost	-	
Special Numbers				
1800 Numbers	No Cost	No Cost	-	
12551	No Cost	No Cost	-	
125111	No Cost	No Cost	-	
1258880	No Cost	No Cost	-	
1258887	No Cost	No Cost	-	
1258888	No Cost	No Cost	-	
132000	No Cost	No Cost	-	
132200	No Cost	No Cost	-	
132203	No Cost	No Cost	-	
132999	No Cost	No Cost	-	
133933	No Cost	No Cost	-	
137663	No Cost	No Cost	-	
19xx Numbers	\$ 0.30	\$ 5.00	-	Connection Cost includes first 30 seconds.
Directory Numbers				
1234	\$ 2.90	\$ 0.30	-	
1223	\$ 1.50	\$ 0.20	-	
1225	\$ 1.50	\$ 0.20	-	
12455	\$ 2.90	\$ 0.30	-	
12456	\$ 2.90	\$ 0.30	-	
Satellite Phone Numbers	\$ 0.50	\$ 2.00	-	

TABLE 2 – International Call Costs

The Palm Lake Resort International Calling Rates are available to view online at <http://pallake.net.au/>

Palm Lake Resort International Calling Rates directly reference Telstra International Calling Rates – Fixed Homeline Rates (“TICR”).

The TICR are updated from time to time, and any changes immediately replace those Rates detailed below. All rates are on a “Per Minute” basis. Rates current at time of publication (01/07/2018).

All Costs are GST inclusive.

Telecommunication Services Agreement

HELP DESK

The Communications Company

Free Call 07 5559 7988

Email helpdesk@commsco.com.au

Extended Hours

Telephone Outage –

24/7 Support

Internet Related Problems –

Monday to Friday

8.30am to 8.00pm (QLD time)

Email Not Working –

Monday to Friday

8.30am to 8.00pm (QLD time)