

Your Free Utility Connection Service: Home or Office

Phone: 1300 664 715. Fax: 1300 664 185

www.directconnect.com.au

Melbourne	Sydney	Brisbane	Adelaide
Level 1, 15 Shierlaw Avenue	Suite 10, Level 1	Level 25, 1 Eagle Street	Level 24, Santos House
Canterbury, VIC 3126	1 Chaplin Drive	Waterfront Place	91 King William Street
	Lane Cove, NSW 2066	Brisbane QLD 4001	Adelaide SA 5000

How to use our service

- Step 1 Your Mortgage Broker will have an application form for you and will enter your details on line. Alternatively you can visit www.directconnect.com.au and enter your details online.
- Step 2 We will contact you within 24 hours to confirm your details (if the application is sent on a weekend or after office hours it will be processed the following working day).
- Step 3 Once your details are confirmed your utilities will be switched on within the allotted 24-48 hours for your electricity and gas, and 3 to 7 working days for your telephone and your internet.

These timings can be shorter or longer depending on your property and its activation history.

We will make contact with you to inform you of the current status of your connections.

Important Information

- Your receipt and acceptance of these terms and conditions means your Mortgage Broker is no longer part of the connection process.
- This is a free service provided to you by Direct Connect and there is no obligation. Your Mortgage Broker may receive a small commission for this service.
- All of your connections can be activated by faxing, applying on line or calling us on 1300 664 715.
- We will contact you by telephone regarding the confirmation of your details and the confirmation times for the activation of your utilities.
- We will only provide your confidential information to the services you give us permission to, ensuring we maintain your privacy.

You are required to:

- Ensure the Main Electricity Switch is turned off between 7am and 7pm on the nominated connection day.
- Make sure there is access to the Main Electricity Switch which is usually found in areas such as your cupboard, garage, laundry, hallway or on an exterior wall of your property.

Contact Information

- You can call Direct Connect on 1300 664 715 or fax 1300 664 185, 24 hours a day. If you call after 8pm Monday to Friday or Saturday after 5pm, please leave a voice message or send a fax and we will process your application during office hours.

If you have any further queries or questions regarding your connections, please call us directly on 1300 664 715, not your Mortgage Broker.

Terms and Conditions

1. Definitions

“Agent” means a Mortgage Broker (including a Mortgage Brokers representative) who is engaged or appointed to provide services relating to the provision of Mortgage Finance for the Customer;

“Agreement” means the Application signed by the Customer for the provision of Services by DCA;

“Customer” means a person, firm or corporation, jointly and severally if there is more than one, acquiring the Services;

“DCA” means Direct Connect Australia Pty Limited of Level 1, 15 Shierlaw Avenue, Canterbury, VIC 3126 and its permitted successors and assigns;

“Fee” includes commission, charges or other remuneration or benefit whether monetary or otherwise;

“Premises” means the Customer’s premises to be supplied/connected as specified in the Application;

“Services” means the services supplied by DCA to the Customer in arranging for the connection and disconnection of the nominated utility services; and

“Terms” means these Terms and Conditions of Supply.

2. Basis of Agreement

2.1 The Terms apply exclusively to every contract for the supply of Services by DCA to the Customer and cannot be varied or supplanted by any other conditions without the prior written consent of DCA.

2.2 By signing the Agreement, the Customer authorises and appoints DCA acting in the capacity of agent to provide the Services.

2.3 The Agreement is accepted by DCA when it confirms its acceptance of an offer from the Customer by telephone, or supplies the Customer with the Services.

2.4 DCA in its absolute discretion may refuse to accept any signed Agreement.

2.5 It is the Customer’s responsibility to provide DCA with its specific requirements in relation to the Services.

2.6 DCA may vary or amend these Terms by notice in writing to the Customer at any time.

3. Fees

3.1 The Customer does not pay any Fee to DCA for the supply of Services.

3.2 The Customer will be solely responsible for all amounts payable in relation to the connection and/or supply of the utility services including all standard connection fees or deposits required by various utility providers.

3.3 The Customer is solely responsible for any additional service fees that may be imposed by utility providers for any after hours connections.

3.4 DCA, its associates, agents and contractors may receive a Fee from a provider of services and such Fee will not be rebated to the Customer.

3.5 The Mortgage Broker may receive a Fee from DCA in connection with the provision of the service being provided to the Customer by DCA.

4. Utility Providers Terms and Conditions

4.1 The Customer acknowledges that the utility services will be activated according to any applicable regulations imposed by the utility providers .

4.2 The Customer accepts the time frames and terms and conditions of the nominated utility providers.

5. Default and Termination

5.1 Where in DCA’s option:

(a) the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) the Customer is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer;

DCA may cease or suspend for such period as DCA thinks fit, the supply of any further Services to the Customer and by notice in writing to the Customer, terminate any Agreement with the Customer so far as unperformed by DCA.

6. Performance of Agreement

6.1 Any period or date for connection, disconnection or provision of Services stated by DCA is intended as an estimate only and is not a contractual commitment. DCA will use its best reasonable endeavours to meet any estimated dates for connection, disconnection or completion of the Services.

7. Access

7.1 The Customer must provide the suppliers and utility companies and their equipment, safe, suitable and unhindered access to the Premises to read and maintain the meters, allow the connection and disconnection of the nominated utilities and carry out other necessary testing and repairs.

7.2 DCA may obtain a National Metering Identifier (NMI) on the Premises to obtain supply details.

8. Liability

8.1 DCA does not warrant or guarantee the quality, frequency and continuity of supply of the utility services to the Premises. DCA shall not be liable for any claims with respect to quality, frequency, continuity or reliability of supply of the utility services, including but not limited to, inadequate pressure and interruptions.

8.2 If the delivery of the Services is delayed or prevented by circumstances caused by the Customer, including that the Customer is not able to accept delivery or has the electricity main switched on at the time of connection, DCA shall not be liable.

8.3 To the extent permitted by law, DCA shall not be liable for any loss or damage to any person or property as a result of the provision of the Services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in, or failure to connect or disconnect or provide the nominated utilities.

8.4 Liability arising under or in connection with the description, quality, condition, performance, merchantability or fitness for purpose of the Services is limited to the re-supply of the Services.

8.5 DCA is not liable for any direct or indirect or consequential losses or expenses suffered by the Customer or any third party, as a result of the provision of the Services, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

8.6 DCA is not liable for any loss or damage suffered by the Customer where DCA has failed to meet

any delivery or connection date or cancels or suspends the supply of Services.

8.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of attempting to exclude, restrict or modify the application of any State or Federal legislation applicable to the provision of Services that cannot be excluded, restricted or modified.

9. Indemnity

9.1 The Customer must not do anything that will cause harm or impose any liability on DCA.

9.2 The Customer indemnifies DCA for any claims against DCA, including those from third parties, and for all losses, damages and liabilities DCA may suffer or incur on account of any claims which arise as a result of the provision of the Services or any act or omission by the utility provider or for any claims made in connection with any delay in, or failure to connect or disconnect or provide the nominated utilities.

9.3 The Customer will be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and indemnifies DCA, its officers, servants and agents in respect of any charges whatsoever in respect of the Services including but not limited to, fees and charges imposed by the utility companies.

10. Force Majeure

10.1 If, through circumstances beyond its control, DCA is unable to effect delivery or provision of the Services, then DCA may, at its option, suspend its obligations or cancel the Customer’s order (even if it has already been accepted) by notice in writing to the Customer.

11. Miscellaneous

11.1 The law of NSW from time to time governs this Agreement and the parties agree to the exclusive jurisdiction of the courts and tribunals of NSW, the Federal Court of Australia, and of courts entitled to hear appeals from those courts and tribunals.

12. Privacy

12.1 DCA is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to DCA in accordance with the Privacy Act.

12.2 DCA is authorised to provide any information disclosed by the Customer to a supplier or potential supplier of the utility services or in relation to such services for the purpose of completing the connections or disconnection and to obtain any information necessary in relation to such services.

12.3 DCA will endeavour to answer any queries and resolve any disputes in relation to the connection Services in a timely manner. All queries of a technical nature in relation to the utility services must be directed to the relevant utility service provider.