

# Wireless Anywhere Pty Ltd

**Head Office:**

Unit 1, 76 Reserve Rd,  
Artarmon, NSW 2046



**Wireless Anywhere Group**

Tel: 1300 665 014 Fax: 1300 782 679

## Application for Prepaid Dealership

Application Details		
<input type="checkbox"/> <b>Company</b>	ACN / BRN	
<input type="checkbox"/> <b>Sole Trader</b>	ABN	
<input type="checkbox"/> <b>Partnership</b>	GST Registered	Yes / No (please circle)
<input type="checkbox"/> <b>Other</b>	Other Please State:	

**Company / Business , Sole Trader, Partnership Name  
(This refers to the legal entity of the applicant)**

**Trading As (Business Name)**

**Trading Address (this is the location at which you will be trading from)**

	State		Postcode

**Postal Address (if Different from above)**

	State		Postcode

**Phone** ( )  **Fax** ( )

**Email**

How long has the company been trading?

**Directors / Proprietors  
(if Multiple please enter all directors / proprietors)**

<b>Director</b>	First Name:		Last Name:	
	Residential Address			Suburb:
	State		Postcode:	
	Date of Birth		DD / MM / YYYY	
	Mobile No.	Drivers Licence #		

<b>Director</b>	First Name:		Last Name:	
	Residential Address			Suburb:
	State		Postcode:	
	Date of Birth		DD / MM / YYYY	
	Mobile No.	Drivers Licence #		

<b>Director</b>	First Name:		Last Name:	
	Residential Address		Suburb:	
	STATE	Postcode:	Date of Birth	DD / MM / YYYY
	Mobile No.		Drivers Licence #	

**Business Reference (Mandatory – Two References must be supplied)**

Name	Company	Position	Phone
1)			
2)			

**Vodafone Hutchison Australia Pty Ltd (VHA)**

**Have you ever had any previous dealings with Vodafone Hutchison Australia (VHA)**

Yes
  No

**If so please provide details below.**

Name of Company	Job Title	Start Date	End Date	Details of Association
		DD / MM / YYYY	DD / MM / YYYY	
		DD / MM / YYYY	DD / MM / YYYY	
		DD / MM / YYYY	DD / MM / YYYY	
		DD / MM / YYYY	DD / MM / YYYY	

**Dealer Profile**

**Store Details**

Store Opening Date:	DD / MM / YYYY	Shop / Kiosk (please circle)	
Store Trading Hours:	HH:MM to HH:MM	Weekend:	YES / NO (please circle) HH:MM to HH:MM
Special Trading Hours: (i.e. Late night trading)	<b>Thursday / Friday</b> (please circle) Hours: HH:MM to HH:MM		
Languages spoken:			
Store Manager Name:			Mobile:
Pos Details (e.g. Click POS) Please state computer type used and software programs (e.g. word 2007 / Click POS)	Hardware:	Software:	

**Channel Definition (please check all that apply)**

- Route – Newsagent
  Route – University
  Retail - Centre
  Route – Petrol Station  
 **OTHER** – please state:

**Brightpoint**

Do you have a Brightpoint Account Number?  Yes  No

If Yes – Please confirm **Account Number**  **Ship to No.**

**Products – Check ALL that Apply**

<input type="checkbox"/>	Prepaid Handset Bundles	<input type="checkbox"/>	Prepaid Sim Cards	<input type="checkbox"/>	Prepaid Mobile Broadband
<input type="checkbox"/>	Crazy Johns Bundles	<input type="checkbox"/>	CJ's Sim Cards	<input type="checkbox"/>	CJ's Prepaid Mobile Broadband

**Marketing / Visual Merchandising – Check ALL that Apply**

	A1 QTY		A4 QTY	<input type="checkbox"/>	Connection Mats	<input type="checkbox"/>	Dummy Boxes
	A2 QTY		A5 QTY	<input type="checkbox"/>	Floor Decals	<input type="checkbox"/>	Cubes
	A3 QTY		A6 QTY	<input type="checkbox"/>	Window Decals	<input type="checkbox"/>	Stands
<b>Internal Use Only:</b>							
Channel Manager				Dealer Code: _ _ _ _			
<input type="checkbox"/>	BPA Account	WiA Extranet P/word:			<input type="checkbox"/> Credit Check Completed		

**Authorisation**

**Important Notice to Applicant**

DISCLOSURE OF CREDIT INFORMATION (as per Sections 18k(1)(b), 18N(1)(b), 18K1(h), Privacy Act 1988).

Wireless Anywhere informs the Applicant and the Applicant agrees that items of personal information regarding the applicant (including information in connection with any application to Wireless Anywhere and/or Vodafone for credit or commercial credit and information arising for the conduct of the Applicant) is permitted to be kept on a credit information file and may be disclosed by Wireless Anywhere and/or Vodafone to any credit reporting agency.

The Applicant agrees:

(a) That the credit reporting may provide to Wireless Anywhere and/or Vodafone a credit report containing information or personal information regarding the Applicant for the purpose of the assessment by Wireless Anywhere and/or Vodafone of an applicant for commercial credit by the Applicant or for the purpose of the collection of payments that are overdue in respect of any commercial credit provide to the Applicant by Wireless Anywhere and/or Vodafone;

(b) That Wireless Anywhere and/or Vodafone may use information provided to Wireless Anywhere and/or Vodafone by a credit reporting agency (including information that concerns the Applicant's commercial activities or commercial credit worthiness) for the purpose of assessing an applicant for commercial credit:

(c) That Wireless Anywhere and/or Vodafone may give to and receive from any other credit provider any credit report or information derived from such a report for any one or more of the following purpose: (i) Assessing an application by the Applicant for credit or commercial credit, the Applicant's credit worthiness or the Applicant's continuing credit worthiness; and (ii) Notifying to, exchange with or obtaining information from other credit providers in relation to the conduct or status of or default in relation to any account(s) held by the Applicant with them or Wireless Anywhere and/or Vodafone.

**I / We warrant that the information contained herein is true and accurate**

**1) Applicants Signature**

**Date**

**Print Name**

**Position**

**2) Applicants Signature**

**Date**

**Print Name**

**Position**

**NOTE: The application will be rejected if the application has not been completed in full**

<p><b>Request and Authority to Debit</b></p>	<p>Surname or Company Name</p> <p>Given Names or ACN / ABN</p>
<p><b>Insert the Name and address of Financial institution at which account is held</b></p>	<p>Financial Institution Name:</p> <p>Address</p>
<p><b>Insert details of account to be debited</b></p>	<p>Name of Account:</p> <p>BSB:</p> <p>Account Number:</p>
<p><b>Acknowledgement</b></p>	<p>By signing this Direct Debit Request I/we authorise Wireless Anywhere Pty Ltd with ABN 33 103 944341 and with Debit User Number 239358, the Debit User, to debit my/our account, detailed in the Schedule above, with any amount through the Direct Debit System. I/we must pay you when due under the arrangement between us. This authority commences immediately and is to remain in force until further notice. I/we acknowledge having read and understood the terms and conditions governing the debit arrangements between us and Wireless Anywhere Pty Ltd as set out in this Request. (see over)</p>
<p><b>Payment Details</b></p>	<p><b>Any debit from your nominated account will be made on the day that you place an order with Wireless Anywhere.</b></p>
<p><b>Insert Signature and address (only persons authorised to operate on the account must sign)</b></p>	<p>1) <input style="float: right;" type="text" value="Date:"/></p> <p>2) <input style="float: right;" type="text" value="Date:"/></p> <p>Address:</p>
<p><b>Internal Use Only</b></p>	<p>Processed By <input style="float: right;" type="text" value="Date:"/></p> <p>Approved By <input style="float: right;" type="text" value="Date:"/></p>

## **DIRECT DEBIT SERVICE AGREEMENT**

**Wireless Anywhere Pty Ltd, ABN: 33103944341, Level 2, 168 Day St, Sydney, NSW, 2000 T: 02 9261 1400 F: 02 9264 0788  
E: info@wirelessanywhere.com.au USER ID: 239358**

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure you keep a copy of this agreement as it sets out certain rights and obligations you have with us by giving us your Direct Debit Request.

### **When are we bound by this agreement.**

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

### **What we agree and what we can do.**

2. We only draw money out of your account in accordance with the terms of your Direct Debit Request.

3. On giving you at least 14 days notice we may:

- Change our procedures in this arrangement
- Change the terms of your Direct Debit Request; or
- Cancel your Direct Debit Request

4. You may ask us to:

- Alter the terms of your Direct Debit Request
- Defer payment to be made under your Direct Debit Request;
- Stop a drawing under your Direct Debit Request; or
- Cancel your Direct Debit Request by informing us of the change you require and the reason for the change. Please contact us by email. Our contact details are as above. Stops and cancellations of your Direct Debit Requests can be directed to us or your own Financial Institution.

5. You may dispute any amount we draw under your Direct Debit Request by notifying us of your dispute by fax to the fax number above and provide us details of the payment you are disputing and reasons for the dispute. We will endeavour to resolve any dispute within 14 days. Disputes may also be directed to your own Financial Institution.

6. We deal with any dispute under Clause 5 of this agreement as follows: If the disputed amount has been debited in error we will refund you the disputed amount within 7 days. Where it is found that the disputed amount has been debited correctly and in accordance with the Direct Debit Agreement, we will notify you of the outcome in writing within 7 days.

7. If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the next business day.

8. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we will charge you for any fees charged to us by our Financial Institution as a result of the reject. We will contact you the next business day to discuss a reattempt to draw the funds from your account in accordance with your Direct Debit Request, or to arrange alternative methods of payment.

9. We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:

- You dispute any amount we draw under your Direct Debit Request where we will be required to disclose your information to your Financial Institution in order to investigate the dispute;
- You consent to that disclosure; or
- We are required to disclose that information by law.

### **What you should consider.**

10. Not all accounts held with a Financial Institution are available to draw on under the Direct Debit System.

11. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.

12. Please enquire of your Financial Institution if you are uncertain when your financial institution processes an amount we draw under your Direct Debit Request.

13. It is your responsibility to ensure there are sufficient funds available in your account, by the due date to enable us to obtain payment in accordance with your Direct Debit Request.

## **Dealer Agreement Summary**

### **Dealer Agreement**

The agreement is between you and your DMP. You are bound by the terms of the agreement, including the Dealer Agreement Terms and Conditions, so you should obtain a copy from your DMP and read them, before you sign. This summary is not part of the agreement and you should not rely on it.

### **Sales of products and services**

You may only sell Vodafone products and services your DMP authorises you to sell and then only by direct sales and through authorised retail outlets. Your DMP may change the Vodafone products and services you are authorised to sell. You may only sell Vodafone products and services in the area your DMP authorises you to. Vodafone and DMP may sell and authorise others to sell the Vodafone products and services, even in your area. When you sell Vodafone products, you sell as principal. When you sell Vodafone services you sell as agent of Vodafone. You must sell Vodafone services on Vodafone's current terms and conditions. Vodafone may refuse to accept an order for Vodafone services by any of your customers. You must endeavour to maximise sales of Vodafone products and services.

### **Promotions**

You may only use promotional materials provided by your DMP. You must return promotional materials provided by your DMP when they are out of date or when your DMP requests. You may not conduct promotions of Vodafone products or services unless your DMP agrees. You must not use any Vodafone brand unless your DMP agrees. You must comply with the Vodafone brand guidelines

### **Customer Information**

The customer information you collect with sales of Vodafone products or services is owned by Vodafone. You must provide customer information to Vodafone or your DMP when requested. You must comply with privacy law when dealing with customer information.

### **Vodafone Property**

You are responsible for any loss or damage to Vodafone property in your possession or control.

### **Operational Procedures**

You must comply with the Operations Manual and Dealer Bulletins issued by your DMP. The Operations Manual will be changed periodically.

### **Product claims**

You must never admit any claim against Vodafone by a customer. You must refer any such claim to your DMP.

### **Your premises**

You must permit Vodafone and your DMP to enter your premises and observe your operations. DMP may require you to cease using any of your premises for selling Vodafone products and services on reasonable grounds.

### **Fees**

Your DMP will pay you the fees agreed with you. Vodafone is not liable to pay you any fees.

### **Insurance**

You must have public liability insurance to the value of at least \$10 million per claim, as well as workers compensation and other insurance. You must provide evidence of such insurance if required.

### **Representations and warranties**

Your DMP gives no representations or warranties to you, except those that cannot be excluded by law. Your DMP's liability for breach of any non-excludable condition or warranty is limited to the extent permissible by law.

### **Liability and indemnity**

Your DMP's total liability to you under the agreement is limited to \$250,000. Your DMP is not liable to you for consequential loss or loss of profits, revenue or goodwill. You must indemnify DMP in relation to various events, including any act or omission of you or your personnel. Vodafone has no liability to you in relation to the agreement or its subject matter.

### **Term and Termination**

Your DMP may terminate this agreement with 30 days notice. Your DMP may also terminate in other circumstances, e.g. if you do not comply with the agreement or become insolvent.

### **After Termination**

When the agreement terminates you must perform certain tasks, such as selling unsold products to DMP if requested by DMP and returning Vodafone marketing materials and other property.

### **Vodafone rights**

Vodafone is not a party to the agreement, but it may enforce some terms of the agreement against you directly. For example, Vodafone may require you to remove out of date marketing materials. You have no rights against Vodafone under the agreement

### **Telecommunications Pre-pay Determination**

The Australian Government has requested that specific customer information be collected and identification be cited at the Point Of Sale for every prepaid mobile service sold in Australia.

The Australian Communications and Media Authority has issued a Pre-paid Compliance Plan and Enforcement Strategy to ensure that all service providers comply with the requirements of the Pre-paid Determination. Failure to comply with the requirements of the Prepay Determination can result in formal warnings and substantial fines

The Australian Mobile Telecommunications Association has developed two forms for the collection of the information required under the Pre-pay Determination. You must not sell prepaid mobile services until the purchaser first completes the relevant form. The level of detail required for each form is dependent on the number of pre-existing prepaid services the customer already has, and their method of payment. A Guideline and Checklist has been prepared to assist in the accurate and efficient filling out of these forms. The guideline and checklist are available at [www.wirelessanywhere.com.au](http://www.wirelessanywhere.com.au) and the relevant forms can be ordered through Wireless Anywhere Dealer Support on 1300 665 014.

**Dealer Agreement Details**

**This agreement**

is made on \_\_\_\_\_ between the following parties:

1 Wireless Anywhere Pty Ltd (ABN 33 103 944 341) – DMP Unit 1 / 76 Reserve Rd, Artarmon, NSW 2064

2 \_\_\_\_\_  
Name and ABN of Dealer

\_\_\_\_\_  
Address

**Recitals**

A. Vodafone is a member of the Vodafone Group, which provides mobile telecommunications services in Australia and elsewhere.

B. Vodafone has authorised DMP to promote, sell and obtain orders for certain Vodafone Group products and services, and, subject to Vodafone’s approval, appoint “dealers” to promote, sell and obtain orders for those products and services.

C. DMP has agreed to appoint, and Vodafone has agreed to approve DMP’s appointment of, Dealer to promote, sell and obtain orders for certain Vodafone Group products and services on the terms and conditions of the agreement.

**The parties agree**

in consideration of, among other things, the mutual promises contained in the agreement:

**1. Definitions**

In this document:

- (a) **Agreement** means this document and the Dealer Agreement Terms and Conditions;
- (b) **Dealer Agreement Terms and Conditions** means the Dealer Agreement Terms and Conditions available at [www.wirelessanywhere.com.au](http://www.wirelessanywhere.com.au) ; and
- (c) terms used but not defined in this document have the meaning given to them in the Dealer Agreement Terms and Conditions.

**2 Terms and conditions**

- (a) Dealer acknowledges that it has read the Dealer Agreement Terms and Conditions.
- (b) By signing this Agreement, DMP and the Dealer agree to the terms and conditions of this document and the Dealer Agreement Terms and Conditions.

**3 Products (Clause 3 of Dealer Terms and Conditions)**

The initial list of Products that Dealer is authorised to promote and sell is set out below:  
Red SIM Connection Packs  
Bundle Packs (as approved by Vodafone from time to time)  
Vodafone Electronic Recharge Pins

**4 Services (Clause 4 of Dealer Terms and Conditions)**

The initial list of Services that Dealer is authorised to promote and obtain orders for is set out below:

GSM Services: Digital Global System for Mobile (“GSM”) mobile telecommunication voice, short messaging service (“SMS”) and other data services using the Vodafone Network

**5 Territory (Clause 2 of Dealer Terms and Conditions)**

The Territory is \_\_\_\_\_.

**6 Fees (Clause 12 of Dealer Terms and Conditions)**

The Fees are:

**7. Special Terms**

**8. Notices (Clause 29.1 of Dealer Terms and Conditions)**

**8.1 DMP details**

Address: Level 2, 168 Day Street, Sydney NSW 2000

Attention: Company Secretary

Facsimile: 02 9264 0788

**8.2 Dealer details**

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**Executed as an agreement:**

**Signed** for Wireless Anywhere by its representative in the presence of:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

**Signed** for \_\_\_\_\_ by \_\_\_\_\_ its representative in the presence of:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)