



Terms of Trade

Extend Your Team

Services

Well Done International (WDI) will provide its clients with Telephone Support (contact centre) Services as per the following Terms and Conditions.

Carrier

Contact Centre services will be provided in Australia and elsewhere through such Carrier network or networks as we nominate from time to time (the Carrier).

Quality

The quality of the carriage will be the same as that of the Carrier.

Privacy Consent

As a client you agree to us obtaining from a credit-reporting agency a credit report containing personal information about you. We may give to or seek from any credit providers any information that credit providers are allowed to exchange under the Privacy Act 1988.

Commencement

This agreement will commence on the date of acceptance and will continue until terminated.

IT Development

WDI retains intellectual property of any information technology development performed to support our systems.

Own Music on Hold

Where clients wish to have their own Greeting on Hold with associated music, the client is responsible for any royalties incurred by music objects not covered by the public domain.

1300/1800 Numbers

Portable national numbers provided by WDI are billed from the allocation date. Client Services anchors such numbers allocated to its clients' screens immediately (often prior to completion of the service set up) and makes a test call to verify that the number is coming to your diversion point on our system. However, WDI requires that clients also call the number to check that it is being answered correctly on our system (with the service set up) prior to advertising any such number provided.

Should a client wish to take control of a 1300/1800 number provided by WDI, we undertake to release control over such numbers to clients once outstanding accounts are paid in full.

Charges and payments

Clients will prepay on credit card or be invoiced for the service on a monthly basis or otherwise as agreed. Charges for calls that do not appear on the monthly account may appear on future accounts due to processing procedures. Payment terms are 14 days from the date of invoice.

Where any payment owing to WDI is overdue, WDI may suspend the Service or elect to treat the failure to pay as repudiation of this agreement.

WDI reserves the right to charge handling charges on any overdue amount and monthly interest on the outstanding amount at a rate equal to 2.75% or a flat fee of \$5.00 whichever is the greater. The client must pay all service charges to WDI in respect of the Services for the term of this Agreement in accordance with the service costs provided by WDI to the customer.

We will be fair
in our business
dealings with you.

Version 2.0 8 September 2016

Agreement

As a client you acknowledge that you have not entered into this Agreement in reliance upon any statement by us, other than expressly contained in this Agreement.

Termination

The client may terminate the service upon 30 days written notice to WDI unless a specific contract has been signed with an agreed duration of service, in which case the specific contract or plan term will apply.

Without limiting any other rights available to it, WDI may immediately terminate this arrangement without liability if:

- WDI is unable to provide the service;
- Payment of any charges is not made by the due date;
- The client breaches this agreement;
- Any information provided by the client to WDI is misleading;
- The client enters into bankruptcy, liquidation, administration, receivership, a composition or arrangement with its creditors, has a receiver or manager appointed over all its assets or becomes or is deemed to become insolvent;
- The client enters into or threatens to enter into or is in jeopardy of becoming subject to any form of insolvency administration, whether formal or informal;

On termination of the Service, the client must pay all outstanding amounts owing to WDI within 7 days of the date of the final invoice. If the client has paid a Service Bond, a credit for this amount will be set against the final invoice with the balance owing payable in 7 days. If there is a final credit balance owing to a client, WDI will refund this to the client's bank account via EFT.

Limitation of liability

We will not be liable a client or any other person for:

- Any indirect or consequential loss;
- The acts or omissions of the Carrier or any of our contractors or subcontractors;
- Our failure to delay or continue to provide the service to a client for any reasons whatsoever.

Variations

Upon 30 days written notice, WDI may vary the service, adjust the charges or otherwise vary these terms and conditions.

Transfer

We may assign the benefit of this Agreement at any time to a person or corporation nominated by us, including a Carrier, and in this event such Assignee or nominated Carrier shall deal directly with a client for the purposes associated with the provision of services under this agreement.

Notices

Any notice, demand or other communication required to be given by either party must be delivered personally or sent by prepaid mail, email or facsimile to the address of the other last notified.

Governing Law

The law of New South Wales Australia shall govern the Agreement and the parties hereby submit to the jurisdiction of the court of that state.

Well Done International Pty Ltd - ABN 26 138 486 478

As published at <https://www.welldone.net.au/terms.php>

