

# A. AGENT DETAILS Morrison Kleeman Estate Agents Address: 968 Main Road Eltham 3095 Ph: (03) 9431 2444 Fax: (03) 9431 2650 Website: www.morrisonkleeman.com.au **B. PROPERTY DETAILS** 1. What is the address of the property you would like to rent? Postcode 2. Lease commencement date? Day Month Year 3. Lease term? Years Months 4. How many tenants will occupy the property? Adults Children Ages Rent per Bond Rent per week calender month C. PERSONAL DETAILS 5. Please give us your details Ms Miss Mrs Other Surname Given Name/s Date of Birth Driver's licence number Driver's licence expiry date Driver's licence state Passport no. Passport country Pension no. (if applicable) Pension type (if applicable) 6. Please provide your contact details Home phone no. Mobile phone no. Work phone no. Fax no. Email address 7. What is your current address? Postcode **REMOVAL & SELF STORAGE** This office rents a Zippy Shell so we are able to provide removal and self storage services to you. You authorise our office to contact you regarding removal and self storage services. Our office or a company on behalf will contact you to discuss your removal or self storage needs. Please advise the property manager if you do not wish to be contacted regarding these services (or an agent on our Would you like to be contacted regarding the above service? Yes

# **Residential Application Form**

For your application to be processed you must answer all questions (Including the reverse side)

I authorise the Agent to obtain personal Information from:  (a) The owner or the Agent of my current or previous residence;  (b) My personal referees and employer/s;	This is a free convice that converts	
Electricity Phone Internet Pay TV  Gas Water Insurance  DECLARATION AND EXECUTION: By signing this application, I/we: consent to Direct Connearranging for the connection and disconnection of the nominated utility services and to provide information contained in this application to utility providers for this purpose, acknowledgethaving bee provided with terms and Conditions of Supply of Direct Connect and having read and understood the togetherwith the Privacy Collection Notices et out below; deader that all the information contained this application is true and correct and given of their own free will, expressly authorise Direct Cornect to provide any information disclosed in this Application in accordance with the Privacy Collection Notice and to obtain any information disclosed in this Application in accordance with the Privacy Collection Notice and to obtain any information disclosed in this Application to an information provider for the purpose of that information provider disclosed in this Application to an information provider for the purpose of that information provider disclosed in this Application to an information recessary in relation to the Services, consent to Direct Connect contacting me by telephor connections and the provider of all of the services is lead under the heading Utilic Connection of the services in the provider of a provider of all of the services is lead under the heading Utilic Connection of the services in the provider of a provider of a provider of all of the services is lead under the heading Utilic Connection of the services and the provider of the services in respect of which the application is made), asknowledge that this consent will permit Direct Connect will ensure that all person information obtained aboutments will be appropriately collected, used of both Call Rejection, understand the provider of the services in	Direct Connect F. Once we have received this application we will call you to Direct Connect will make all reasonable efforts to contact you on receipt of this Application to confirm the information on the services offered. Direct Connect is a utility one stop connect will be a serviced on the contact of t	AX: 1300 664 185  oc confirm your details, within 24 hours of the nearest working day is Application and explain the details of the
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PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: 1300 664 185. www.directconnect.com.st  E. DECLARATION  I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should the application be accepted by the landlord I agree to enter Into a Residential Tenancy Agreement. I understar the lease will not commence until bond and first months rent has been paid in full.  I acknowledge that this application is subject to the approval of the owner/landlord. I declare that is information contained in this application (including the reverse side) is true and correct and given of month free this lateral property I found it to be in a reasonably clean condition yes/no (if no I believe the following/tenandord approval. 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PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: 1300 664 185. www.directconnect.com.acc.  E. DECLARATION  I hereby offer to rent the property from the owner under a lease to be prepared by the Agent. Should the application be accepted by the landlord I agree to enter into a Residential Tenancy Agreement. I understare the lease will not commence until bond and first months rent has been paid in full.  I acknowledge that this application is subject to the approval of the owner/landlord. I declare that information contained in this application (including the reverse side) is true and correct and given of mown free will. I declare that I have Inspected the premises and arm not bankrupt and during my inspection of the property I found it to be in a reasonably clean condition yes/no (if no! believe the following item should be attended to prior to commencement of tennancy. I acknowledge these items are subject landlord approval. Space provided below left)  I authorise the Agent to obtain personal Information from:  (a) The owner or the Agent of my current or previous residence;  (b) My personal referees and employer/s;  (c) Any record listing or database of defaults by tenants;  If I default under a rental agreement, I agree that the Agent may disclose details of any such default to a tenancy default database, and to agents/landords of properties I may apply for in the future.  I am aware that the Agent will use and disclose my personal information in order to:  (a) communicate with the owner and select a tenant  (b) prepare leases/tenancy default database, and to agents/landords of properties I may apply for in the future.  I am aware that the Agent will use and disclose my personal information in order to:  (a) communicate with the owner and select a tenant  (b) prepare leases/tenancy default database, and to agents/landords of properties I may apply for in the future.  I am aware that it he Agent will use and disclose my personal information in order to:  (a) communicate with the owner and select a tenant	acknowledge the entitlement of Direct Connect and its assa a fee or remuneration from the utility provider and that such me as a rebate in connection with the provision of the utility By signing this application form, I warrant that I am authoris the consents, acknowledgements, authorisations and other	g provided to me/us by Direct Connect; and ociales, agents and contractors, to receive fee or remuneration will not be refunded to connection services.  sed to make this application and to provide
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Signature	acknowledge the entitlement of Direct Connect and its assa fee or remuneration from the utility provider and that such me as a rebate in connection with the provision of the utility By signing this application form, I warrant that I am authoris the consents, acknowledgements, authorisations and other on behalf of all applicants listed in this application form.  Signature  PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: E. DECLARATION  I hereby offer to rent the property from the owner under a lea application be accepted by the landlord I agree to enter Into a Rithe lease will not commence until bond and first months rer acknowledge that this application is subject to the approvint ormation contained in this application (including the reverown free will. I declare that I have Inspected the premises and the property I found it to be in a reasonably clean condition should be attended to prior to commence until the according according to the provided below left)  I authorise the Agentto obtain personal Information from:  (a) The owner or the Agent of my current or previous residing the theory of a database of defaults by tenants;  If I defaultunder a rental agreement, I agree that the Agent to a tenancy default database, and to agerts/land-ords of provided to a tenancy default database, and to agerts/land-ords of provided to a tenancy default the Agent will use and disdose my personal (a) communicate with the owner and select a tenant (b) prepare lease/tenancy documents  (c) allow tradespeople or equivalent organisations to content (o) organisations to content (o) organisations to content (o) organisations are redicted on agents/land-ords of provided database and to agerts/land-ords of provided da	g provided to melus by Direct Connect; an ociales, agents and contractors, to receive fee or remuneration will not be refunded to reconnection services.  Sed to make this application and to providundertakings set out in this application form  Date  Date  1300 664 185. www.directconnect.com.al  set to be prepared by the Agent. Should this esidential Tenancy Agreement. I understant thas been paid in full, val of the owner/landlord. I declare that a se side) is true and correct and given of m dam not bankrupt and during my inspection yes/no (if no I believe the following items, I acknowledge these items are subject to the control of the control o
Date	acknowledge the entitlement of Direct Connect and its assa fee or remuneration from the utility provider and that such me as a rebate in connection with the provision of the utility. By signing this application form, I warrant that I am authoris the consents, acknowledgements, authorisations and other on behalf of all applicants listed in this application form. Signature  PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: E. DECLARATION  I hereby offer to rent the property from the owner under a lea application be accepted by the landlord I agree to enter Into a R the lease will not commence until bond and first months rer I acknowledge that this application is subject to the approvintormation contained in this application (including the reverown free will. I declare that I have Inspected the premises am of the property I found it to be in a reasonably clean condition should be attended to prior to commencement of tennancy landlord approval. Space provided below left)  I authorise the Agentto obtain personal Information from:  (a) The owner or the Agent of my current or previous residing the total the Agent of the property I default database, and to agerts/landlords of prior to a tenancy default database, and to agerts/landlords of property I condition and the property I condition and the property I condition and the property I condition agenty and the Agent of the property I condition agenty and the Agent of the property I condition agenty. I allow the adeaper of the property I condition to a tenancy default database, and to agents/landlords of property I condition agents/landlords of properare lease-tenancy documents (c) allow tradespeepleer equivalent organisations to contain (d) lodge/daim/transfer to/from a Bond Authority (e) refer to Tribunals/Courts & Statutory Authorities (where applicable) (g) complete a credit check with NTD (National Tenancies (h) transfer water account details into my name I am aware that if information is not provided or I do not conses is put, the Agent cannot provide me wit	g provided to melus by Direct Connect; an ociales, agents and contractors, to receive fee or remuneration will not be refunded to reconnection services.  Sed to make this application and to providundertakings set out in this application form  Date  Date  1300 664 185. www.directconnect.com.al  Isse to be prepared by the Agent. Should this tesidential Tenancy Agreement. I understain that seen paid in full. I wall of the owner/landlord. I declare that a ses side) is true and correct and given of many and the set of the owner/landlord. I declare that a ses side) is true and correct and given of many essino (if not believe the following terms, I acknowledge these items are subject to the services of the services of the following terms. I acknowledge these items are subject to the services of the following terms at information in order to:  act me  e applicable)  Database)  and to the uses to which personal information the premises. I am aware that I may access the premises. I am aware that I may access
	acknowledge the entitlement of Direct Connect and its assa fee or remuneration from the utility provider and that such me as a rebate in connection with the provision of the utility. By signing this application form, I warrant that I am authoris the consents, acknowledgements, authorisations and other on behalf of all applicants listed in this application form. Signature  PO Box 1519, Box Hill, Victoria 3128. P: 1300 664 715 F: E. DECLARATION  I hereby offer to rent the property from the owner under a lea application be accepted by the landlord I agree to enter Into a R the lease will not commence until bond and first months rer I acknowledge that this application is subject to the approvintormation contained in this application (including the reverown free will. I declare that I have Inspected the premises am of the property I found it to be in a reasonably clean condition should be attended to prior to commencement of tennancy landlord approval. Space provided below left)  I authorise the Agentto obtain personal Information from:  (a) The owner or the Agent of my current or previous residic (b) My personal referees and employer/s;  (c) Any record listing or database of defaults by tenants;  If I defaultunder a rental agreement, I agree that the Agent to a tenancy default database, and to agerts/landords of properare lease/tenancy documents  (a) communicate with the owner and select a tenant  (b) prepare lease/tenancy documents  (c) allow tradespeople or equivalent organisations to contain (c) allow tradespeople or equivalent organisations to contain (f) refer to collection agents/lawyers (where applicable)  (g) complete a credit check with NTD (National Tenancies (h) transfer water account details into my name  I am aware that if information is not provided or I do not consess is put, the Agent cannot provide me with the lease/tenancy of personal information on the contact details above.  Make all cheques payable to Morrison Kleeman Estate Ag	gprovided to melus by Direct Connect; an ociales, agents and contractors, to receive fee or remuneration will not be refunded to reconnection services.  Sed to make this application and to provide undertakings set out in this application form.  Date  Date  1300 664 185. www.directconnect.com.a  see to be prepared by the Agent. Should this estidential Tenancy Agreement. I understannt has been paid in full. I understannt has been paid in full. I wall of the owner/landlord. I declare that a see side) is true and correct and given of mel am not bankrupt and during my inspection yes/no (if no I believe the followingitem y. I acknowledge these items are subject to the control of the premises I may apply for in the future. I all information in order to:  ack me e applicable)  Database)  and to the uses to which personal information the premises. I am aware that I may accessents PTY LTD.

F. APPLICANT HISTORY			H. CONTACTS/REFERENCES				
8. How long have you lived at y	our curren	t address?	16. Please provide a contact in case of emergency				
Years	Months		Surname		Given name/s		
O Why are you leading this all							
9. Why are you leaving this add	iress?		Relationship to y	ou	Phone no.		
						7.0	
10. Landlord/Agent details of th	is property	(if applicable)	17 Please pro	vide 2 personal	references (not re	lated to year)	
Name of landlord or agent			17. Please provide 2 personal references (not related to you)  1. Surname Given name/s				
			T. Garriano				
Landlord/agent's phone no.	Weekly Re	ent Paid					
priorite inc.	\$	THE T GIG	Relationship to y	ou	Phone no.		
11. What was your previous re-	sidential ad	dress?	2. Surname		Given name/s		
	Postco	ode	Deletie e bie te				
12 How long did you live at thi			Relationship to y	ou	Phone no.		
12. How long did you live at thi	s address?						
Years	Months		I. OTHER INF	ORMATION	Notes alabem		
13. Landlord/Agent details of th	is property	(if applicable)	18. Car Registr	ation			
Name of landlord or agent	no property	(ii applicable)					
			19. Please prov	vide details of a	ny pets		
			Breed/type		Council registra	tion / number	
Landlord/agent's phone no.	Weekly Re	nt Paid	1.				
	\$		2.				
Was bond refunded in full?	If not why	not2					
The solid foliation in fair.	II Hot Wily	note	PLEASE NOTE				
			Initial payments	must be made by	cash, bank cheque application. No Person	or money order	
G. EMPLOYMENT HISTORY			or cash accepte	d for the first mor	ths rent or bond.	onal Cheques	
14. Please provide your employ	mont dotai	le .	Our office prefer	s payment of ren	t with a credit card	using rental	
What is your occupation?	illelit detai	15	rewards. Register and page	v rent using your	Visa Credit Card & r	eceive free rent	
			protection insura	nce. Conditions A	apply.		
L			Keys will not be signed by all app		the lease agreemer	nt has been	
What is the nature of your employment? (FULLTIME/PARTTIME/CASUAL)			170		ct to the availability	of the property	
Employer's name (inc. accountant if self employed or institution if student)			This application is accepted subject to the availability of the property on the due date and no action shall be taken by the applicant against the landlord and the agent should any circumstances arise whereby				
Employer a frame (inc. accountant ii se	en employed o	r institution if student)	the landlord and	the agent should ot available for oc	any circumstances cupation on the due	arise whereby	
			40404	IND OUT ABOUT	week a second to the control of the	auto.	
Employer's address			○ The Age	The Internet		Paner	
			○ Board	O Counter List	0	ation Company	
	D1		Referral	Other (spec		ation Company	
	Postco	ue			OINTS OF IDENTIFIC	CATION	
Contact name	Phone no.	7	Driver's Licence	22 30 WITH 100 P	50	CATION	
Length of employment		Net Income	Passport		50		
Years	Months	\$	Proof of Age Card		50		
	nonnauto comencio		Student ID Card		50		
15. Please provide your previou Occupation?	is employm	ent details	Copy of Mobile Pho	one Account	20		
			Copy of Medicare	Card	20		
		Instance of the support of the support					
Employer's name			1149-60 CORETO CWARTER		10		
				/Electricity account	30 each		
Longth of ampleument		AL 41	OFFICE USE ON				
Length of employment		Net Income	Property Renta	I		7	
Years	Months	\$	\$	per week	\$	per month	



1. AGENT DETAILS: MORRISON KLEEMAN ESTATE AGENTS / ELTHAM
2. TENANT DETAILS: Mr Mrs Miss Ms Ms
Given Names: Surname:
Address: Suburb: State: Postcode:
Date of Birth (for ID Purposes only) Frequent flyer QFF No. (refer to Rental Rewards brochure for further information on promotion)
Home/Daytime Contact number (include area code)  Mobile (required to receive SMS 'Rent Reminders')
Email (required to receive Welcome Email and 'Rent Reminders':
3. Next Rent Due///
4. Rent Amount \$,
6. Lease End Date / For information use only. Payments will continue until cancelled by you
7. Please nominate your preferred rent payment method: (If you don't select one, the default will be option A)
A. 'Set & Forget' - Automatic rent payments from your nominated account  B. 'Rent Reminders' - Receive an SMS or Email & simply reply 'YES' to pay  □ 'Set & Forget □ SMS OR □ Email
8. Pay rent with your Bank Account – Direct Debit Request:  I/we request that moneys due in terms of the repayment arrangements covered by this document, be drawn by Rental Rewards Pty Ltd (User ID 321418) under the Direct Debiting System from my/our account stated below. I/we acknowledge that this Direct Debiting arrangement is governed by the terms of the Direct Debits Service Agreement received from you.  Financial Institution:  Branch:  Account Name:
BSB Number: Account Number: Account Number:
OR Pay rent with your Credit / Debit Card - We accept  Credit Card Number:
Name on Card:
DECLARATION: I hereby register with Rental Rewards ACN 056881942 (RR) & authorise RR to process payments from my nominated account including the convenience fee of \$1.50 per Bank Account payment OR 1.76% (Incl. GST) of the transaction value for Visa, Mastercard and American Express payments in accordance with this Tenant Registration Form (TRF), Direct Debit Service Agreement (DDSA) & the Terms & Conditions (TC) at www.rentalrewards.com.au. Upon registration to pay rent by bank account by a method other than online, a \$1.51 fee is applicable to set up & confirm the legitimacy of the bank details. Other fees may apply including for failed & operator assisted payments - see full TC for details. By signing this TRF, I confirm the information above is true & correct, that I have read, understand & agree to be bound by the TRF, DDSA & TC. I understand that this arrangement will remain in place until such time as it is cancelled by me or RR.  NOTE: Transaction will appear on your bank statement as "REAL ESTATE PAYMENT—RR, AUSTRALIA"
☐ Privacy preference: We may keep you informed about other products, services and special offers from Rental Rewards and selected third parties that may be of interest to you. Select this box if you would like to receive updates from Rental Rewards.
Account Holder Signature/s: X
Account Holder Signature/s: X
AGENT USE ONLY: AGENT ID: SOURCE: AGENT
SUBMITTED BY (please print name): TENANT ID/REF:
Completed Rental Rewards Registration Form to be Faxed to 02 9352 3120



# Your Free Utility Connection Service: Home or Office

Phone: 1300 664 715. Fax: 1300 664 185

#### www.directconnect.com.au

MelbourneSydneyBrisbaneAdelaide15 Shierlaw AvenueSuite 10, Level 1Level 9, Toowong TowerLevel 4Canterbury, VIC 31261 Chaplin Drive9 Sherwood Road97 Pirie StLane Cove, NSW 2066Toowong, QLD 4066Adelaide, SA 5000

# How to use our service

- Step 1 Fax, apply on line or call us directly to connect your utilities. Your local real estate agent will have a fax application form or you can download it from our web site.
- 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, gas and water, 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 local real estate agent 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 real estate agent 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 7pm (VIC & NSW), or 7am 12am in SA 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, 24hrs a day. Our office hours are 8am - 8pm EST Monday to Friday or Saturday 9am - 5pm EST, if you call outside of these hours please leave a voice message of 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 local real estate agent.

# Terms and Conditions

#### Definitions

- "Agent" means a licensed estate agent within the meaning of the Estate Agents Act 1980 (including an agent's representative) who is engaged or appointed to do estate agency work 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 Agent may receive a Fee from DCA in connection with the provision of the service being provided to the Customer by DCA.

#### 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.
- 9.1 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 Victoria from time to time governs this Agreement and the parties agree to the exclusive jurisdiction of the courts and tribunals of Victoria, 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.

#### 13. Do Not Call Register

13.1 We/I expressly consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Connection Details" in their agents tenancy application form even if we/I have not applied for the connection of those services in this application. This consent will continue [for a period of 1 year from the date of our/my execution of this application/until [28] days after we/I disconnect the last of the services in respect of which this application is made]. We/I acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register.