

InsightCCS – Inbound Phone Answering

Service Policies

These rules are designed to make your service simpler and easier to use.

Definitions used in this agreement are set out [below](#).

Document links [Services](#) [Service Changes](#) [Credit Terms](#) [Prices/Rate Card](#) [Payment](#) [Contact Details](#)

1. Services

- i. Our services include the following packages of services: [Link to website](#)
- ii. A description of each service is set out in our [web site](#), our [rate card](#) and pamphlets and proposals.
- iii. Services include e only; phone answering, message taking, message relay, information provision, reporting and other services which may become available.
- iv. Contact us if you need new or changed services. Please use the Service Change form to indicate what needs to be changed and the aim you are trying to achieve with any change.

Additional Services

If you need:

- a) Order taking
- b) Payment receipting
- c) Specific reporting
- d) Outbound sales campaigns

Please phone service development on 1300 734 609 or [email us](#)

2. Service Changes

Print this [form](#) to make service changes and fax that to us. See the relevant charges in our rate card.

- i. Services and changes to services can be implemented as quickly as possible. You must let us know when you need a service to become available. We will confirm with you if a service can be altered within timeframes requested.
- ii. Requests for service changes will all be carried out at the same priority level as is specified on the service change form. Temporary changes will incur charges for the change and charges for reversal of the change.
- iii. Changes to scripts will incur a monthly per unit fee where the change is made to the longest path of the script or creates a long script path.
- iv. We cannot make all service changes. We reserve the right to decline to provide services beyond the scope of our service. We may offer you new services if your requirements are beyond service parameters.
- v. Insight may require the completion of a new contract in the event of significant changes to your service.

3. Service delivery

- i. If you have any query about the delivery of services, you must contact us within 30 days of delivery of the service described in the contract. We cannot retain all records of services provided indefinitely.

- ii. If you query the volume of calls, you must continue to pay both prepayment fees and the volume of calls you accept as having occurred. All call volume disputes will be in first instance, be resolved according to the Dispute resolution process.

4. Credit Terms

TERMS OF CREDIT (Insight CCS Pty Ltd referred to as "Insight CCS")

The following billing cycle dates apply to all contracts:

- i. Initial payment: payable prior to the construction of your service.
- ii. Monthly service charge (first month): when your service is active, we will debit your nominated account/credit card or invoice you for the Installation charge and for the monthly access charge (pro rata for the balance of the month in which the service is to start.
- iii. Monthly service charge (subsequent payments): these will be debited or payable on or around the first of the month prior to the month of provision of the service. The billing cycle after the first month will ALWAYS be on the first of each subsequent month to the last day of each subsequent month.
- iv. Overcalls and additional charges are debited or invoiced in the month after the month in which the charge was incurred or requested and debited or invoiced on the 15th of the month of the invoice.
- v. Special charges such as major, complex or special service changes must be paid in advance.

Credit Application Terms

Any credit granted following a credit application will be subject to the terms and conditions stated in these terms or as subsequently.

- i. Payment terms are generally that monthly service fees are payable in advance and over calls and service fees are payable in arrears. No other payment terms are acceptable unless otherwise agreed upon by Insight CCS in writing and such other terms payments are not subject to any payment discount.
 - a) You must pay the monthly service fee for the service on the first day of the month in advance. The payment for your monthly service fee is due [after you receive the Statement of Account. We endeavor to provide your invoice 15 days prior to the start of the month.
 - b) You must pay for any calls, messages or service provided in excess of your monthly service fee. These are called overcalls. You must pay the monthly overcall charges on the first day of the month in arrears for the calls already taken.
 - c) Any charge for changes or variations to your service will be included in the Statement of Account which is payable at the beginning of the month in which the work was done.
 - d) If you have selected an automatic payment (Credit card or Direct Debit) the relevant charge will be debited from the nominated account or credit card on the date payment is due or another date if agreed by us. See Direct Debit terms.
- ii. Credit limit approved by Insight CCS and advised to the applicant must not be exceeded. Insight CCS periodically reviews credit limits. By signing our terms or making application for Credit you request Insight CCS to review and revise your credit limit from time to time. Insight CCS may increase your credit limit at your specific request. Insight CCS may reduce your credit limit at your specific request. Insight CCS may also reduce your credit limit without approval, but Insight CCS will not reduce your credit limit below the outstanding balance on the Account at the time of the reduction without prior consultation with you.
- iii. Insight CCS, or its representatives, reserves the right to actively pursue collection of outstanding amounts, and costs, if any, will be passed on to the account of the customer.
- iv. Insight CCS may at any time set-off amounts owed by Insight CCS to the Applicant from the amounts owed by the Applicant to Insight CCS. Insight CCS will ordinarily apply payments against the oldest outstanding amount due.
- v. Insight CCS may pursuant to s. 18E (8) of the Privacy Act 1988 disclose information received in the course of this credit application to a credit reporting agency. Under Section 18E(8)(c) of the Privacy Act 1988 Insight CCS is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency is covered by Section 18E(1) of the Act and includes identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3); the fact that you have applied for credit and the amount, the fact that Insight CCS is a credit provider to you, payments which become overdue outside of agreed trading terms and for which collection action has been commenced; advice that payments are no longer

overdue; cheques drawn by you which have been dishonored more than once; in specific circumstances, that in the opinion of Insight CCS you have committed a serious credit infringement; that credit provided to you by Insight CCS has been paid for or otherwise discharged.

- vi. Pursuant to ss. 18K (1) and 18N (1) of the Privacy Act 1988 and para. 2.12 of the Credit Reporting Code of Conduct issued under s. 18A of that Act, you hereby agree to Insight CCS obtaining personal information from a credit reporting agency or a credit provider for the purpose of assessing this application for commercial credit (including information as to creditworthiness); and agree to that agency or provider providing that information to Insight CCS for that purpose. You further agree to the obtaining from and provision by, such agency or provider further credit reports, which may assist Insight CCS in recovering any sums outstanding under the terms of the commercial credit agreement to which this application may lead.
- vii. Insight CCS is not liable for any costs incurred in the completing of this Credit Application form. You are responsible for any stamp duty or other government charges levied on or in connection with this Application, Terms and Conditions, credit facility or guarantee.
- viii. Failure to comply with the "Terms of Credit" may result in "terms" being amended or credit withdrawn without notice.
- ix. Director's Guarantee – If you are a body corporate, Insight CCS may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. Insight CCS will notify you of this requirement and seek your consent.
- x. Confidentiality of your information – Except as required by law, Insight CCS will only use or disclose your personal information as necessary for the credit facility. For example, to Accounts Receivables staff or to external auditors.
- xi. Default – If you or an authorised operator: (a) obtain credit by fraud or dishonesty; (b) allow the amount of a monthly statement to remain unpaid for more than 30 days from its date; (c) breach any of these terms and conditions; (d) use the credit facility in circumstances where Insight CCS believes that the continued use of the credit facility may cause loss or damage to you or Insight CCS; or if (e) any person who has guaranteed your obligations under the credit facility withdraws his, her or their guarantee, then Insight CCS may close or suspend the credit facility. If the credit facility is closed or suspended then Insight CCS may require immediate payment of all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any authorised operator in respect of the credit facility.
- xii. Payment receipts are not issued. A payment receipt can be requested by email on accounts@insightccs.com.au or by fax on 1300 733 101 Please check your statement for confirmation of payments.

5. Service Prices

Rate card

Links to [Rate Card](#)

- i. Insight provides the service in your contract at the prices agreed.
- ii. Additional services are provided according to the charges and fees set from time to time in the rate card. **Link to Rate card.**
- iii. Additional services requested by you will be charged for and payment must be made as part of the prepayment component of your invoice. We may ask you to pay in advance for new services.

6. Payment

Payment options and Forms

- i. Insight appreciates prompt payment.
- ii. Discounts are available from time to time including for automatic payments. See below. Automatic payment options include direct debit and credit card authority.

Please use the following forms to set up automatic payments if you have not already done so:

Direct Debit [Direct Debit request](#) and [Direct debit service agreement](#)

Credit Card [Multi payment form](#); cc, chq, eft

EFT – Internet bank transfer [Multi payment form](#)

The following terms apply to all automatic payment methods;

- i. We only draw money out of your account in accordance with the terms of the selected Automatic Payment.
- ii. To alter the terms, defer a payment, stop a drawing or cancel an automatic payment you must contact us 5 days before the next payment by contacting the Customer Relations Officer.
- iii. You may dispute any amount we draw under your automatic payment by contacting the Customer Relations Officer.
- iv. We deal with any dispute about an automatic payment by checking the record of the sales against what you say and the information you provide. All disputes are resolved within 7 working days or we may where appropriate apply the dispute resolution procedure under the sales agreement. We will describe to you in writing how we were or were not entitled to receive payment and if we were not entitled to obtain the payment we will refund the payment received. If subsequent investigation reveals the money was properly billed we will request payment. These terms do not affect the rights we have under the sales agreement or you have under Direct Debit Service Agreements.
- v. If the day on which you must make any payment to us is not a business day, we will draw on your account under the Automatic payment arrangement on the next business day.
- vi. If your financial institution rejects any of our attempts to draw an amount in accordance with an automatic payment option, we shall attempt to draw the amount payable on one further occasion within 3 working days. In the event of a subsequent rejected payment (third attempt) we shall notify you by mail, email or personal phone call to notify you of termination of the automatic payment facility.
- vii. We will not disclose to any person any information you give us on your automatic payment request, which is not generally available, unless a dispute arises under clause 6 or otherwise and we need to disclose information about the payment arrangement to the financial institution you use or the financial institution we use, or you consent to that disclosure; or we are required to disclose that information by law.
- viii. Before you complete an automatic payment request, it is best to check account details against a recent statement from your financial institution to ensure the details are completed correctly.
- ix. Please enquire of your financial institution if you are uncertain when your financial institutions processes an amount we draw under your an automatic payment request on a day which is not a business day.
- x. It is your responsibility to ensure there are sufficient clear funds or credit available in the nominated account, on the date on which we draw any amount under your automatic payment to enable us to obtain payment in accordance with your request.
- xi. You can direct enquiries, requests to stop or cancel your automatic payment to us or your Financial Institution.

Discounts

- i. Insight values prompt and automatic payment.
- ii. The following current rates of discount for automatic credit card or direct debit payment will receive the following rates of discount on our fees.
- iii. Discounts apply to the following on-going automatic payment methods started or for new service purchased made after the date of any discount offer.

Direct Debit – 2.5% discount on monthly plan fee invoiced after receipt of a valid direct debit request.

Credit Card – 1.5% discount on monthly plan fee invoiced after receipt of a valid on-going credit card payment instruction request.

Security

Insight may, prior to commencement of the service or any renewed term, require security for the service provided. Security requested may be in the form of personal or bank guarantee, pre-payment or automatic payment. If you are a body corporate, Insight CCS may require one or more of your directors or officers to guarantee repayment of the balance of the credit facility. Insight CCS will notify you of this requirement and seek your consent.

7. Unpaid accounts

- i. We may terminate the service immediately and without notice to you where payment is not received or where payment is not met. (from agreement)

- ii. Unpaid accounts may be referred to a credit reporting bureau and we may take legal action for the recovery of unpaid accounts.
- iii. 3 If payment of this bill is not received by the due date, a late payment fee of \$10 exclusive of GST will be charged.[a1]
- iv. If your account is unpaid, Insight may suspend your service unless terms of payment are agreed. We will send you 2 email reminders that your account is unpaid and if no response is received we will suspend your service and no calls will be taken until the account is paid. It is important that you keep your email address details on our records up to date. Reactivation of your service will be charged at the then current reactivation fee.[a2]
- v. If your current invoice remains unpaid we will send you an email reminder or telephone you confirming that your account is unpaid and if no response is received we will cancel your service and no calls or other services will be provided until the account is paid. If cancellation occurs we will require payment for all services prior to any reactivation of your service.

8. Dispute resolution

- i. In the event that you dispute an invoice issued pursuant to this agreement you must pay the full amount of that invoice to Insight and notify Insight in writing of the dispute. In the event of a dispute you must pay all undisputed charges.
- ii. Insight will conduct an audit of the services detailed in that invoice and send the results of that audit to you within 7 days of receipt of written notice of the dispute.
- iii. The results of the audit will be binding on both parties as to the final invoiced amount. Should the audited amount be less than the invoiced amount, Insight shall refund that amount to you within 7 days of the audit date but will not be liable to pay interest on any overcharged amount.
- iv. If the dispute cannot be resolved each party's remedies are preserved.

9. Feedback and comments

Response expectation

Insight takes all reasonable steps to ensure that your service is constantly available and operating properly. So you can understand when and why they do not occur, the following explanation of interruptions is provided. [we will describe the status of our service on our web site whenever scheduled of major interruptions are identified.]

Service Feedback

- i. We are happy to hear from you about service problems. You should contact us by one of the means below.
- ii. You can use our web site form to provide comments and enquiries.

10. General Terms

Assignment

- i. Insight may assign or transfer any obligations or rights under this agreement and that assignment will become effective on giving notice to you.
- ii. Insight may at its sole discretion provide your service from alternative locations. Such changes may occur without notice to you. We will where such changes affect your service endeavor to advise you of such a change.

Ownership of Goods

Ownership in any goods or equipment provided or sold remains with Insight CCS and does not pass to the purchaser until such time as payment is made in full. Notwithstanding the ownership in the goods remains with Insight CCS until full payment is made, risk in the goods passes to the purchaser immediately upon delivery of the goods to the purchaser.

Virus Warning

Insight cannot completely eliminate Viruses or unauthorized programs or code from computer systems and Insight does not represent that any information sent to you is free from those faults. It is your responsibility to scan any equipment and information you receive from us for computer viruses or other contamination. Please see generally the limitation of liability clause and the Service Rules.

11. Acceptable Use Policies

- i. Where Insight suspects that your service is being misused by you or your customers we will notify you and work with you to remedy any problems.
- ii. Where the operation of your service impacts adversely on our staff we will initially adjust our service and if problems continue we will consult you and if a remedy cannot be found we may terminate the service with seven days notice. Examples of reasons for such abuse may be where customers are persistently rude to our customers or the types of requests for service are beyond the capabilities of our staff or your business.
- iii. Insight is responsible for the health and safety of our staff. Staffs are trained not to accept abusive or bad language or behavior over the telephone and may terminate such calls. Those calls will be reported to you.
- iv. Insight endeavors to provide the highest standards of customer service. All operator errors and breaches of policy are dealt with by our supervisory staff. Any service problems must be reported to the Centre Manager or the shift supervisor out of hours.
- v. As a result of shift rostering we cannot provide particular staff to be available at particular times.

Definitions

Customer, You, and I mean the person, the applicant, the signatory for the agreement and the company described in the agreement or purchase order.

Contract means the particular service agreed to be provided for a term

Contracted Monthly Call Volume (CCV) means the agreed number of calls to be provided for your service. The CCV is included in the monthly service fee.

Insight, Us and We mean Insight CCS and its successor.

Insight Service Rules means the collected operational rules, procedures, dispute resolution conditions, change of service forms, rate card and related documents.

Installation Charge means a fee for set up and establishment of your service and may include allocation of inbound phone number, network connections,

Monthly Service Fee means the monthly fee for service access, contracted monthly call volume and services described to be provided.

Overcalls mean calls and messages and emails sent as part of your contract which are beyond the monthly charge.

Service means the phone answering service, message taking services and other services agreed to be provided for you under this agreement.

Service Fee means any fee or charge for a service provided

Service Terms means the agreement and the service rules as varied from time to time including supporting forms and documents

Statement of Account means the monthly statement setting out payments received and changes made.

Contacts Details

Change of Address

Change of particulars form. Please print this form and fax this to us to notify us of changes.

You must notify us in writing of significant changes in your business such as;

- i. change of address
- ii. names of staff who operate this service
- iii. new owners of the business
- iv. significant operational procedures which will affect the service provided. For example closing weekend trading, offering new after hours service.

PO Box 968 Strawberry Hills 2012

Account Enquiries: **1300 739 871**

Customer Care: **1300 734 603**

Phone: **1300 857 357**

Fax: **08 9324 2655**

Email: customercare@insightccs.com.au

Website: www.insightccs.com.au

Loughlin Pty Ltd T/A **Insight Call Centre Services** (ABN 26 077 589 069)