

Virtual Office Order Form

Please select the service you require by ticking the appropriate box.

Refer to **Schedule of Standard Fees and Charges** for additional services such as faxmail, voicemail, virtual IVR, broadcast fax and personalised Messages on Hold



Call Answering Services (CAS) Only

- Ultra Lite - \$10 pw (Inc. nil i/b calls and \$ 2.50 per i/b calls)
- Lite 5 - \$20pw (Inc. 5 i/b calls/day and \$2.50 per extra i/b call)
- Lite 10 - \$35pw (Inc. 10 i/b calls/day and \$2.50 per extra call)
- Frequent - \$60pw (Inc. 20 i/b calls/day and \$2.50 per extra call)
- Commercial - \$75pw (Inc. 30 i/b calls/day and \$1.75 per extra call)
- Industrial - \$112.50pw (Inc. 50 i/b calls/day and \$1.75 per extra call)

Licence To Use Our Office Address

To obtain a licence to allow use our office address on business collateral (website, letterhead, etc) please select the appropriate item:

- Address / Mail Only (this is where you are NOT using a CAS & require only a licence to use of our office address) - \$15.00 pw
- CAS + Licence to use our Office Address- add \$10 pw

Calendar Management

- Lite Calendar Service - \$16.50pw (Inc 5 events per day)
- Plus Calendar Service - \$30.00pw (Inc 10 events per day)
- Industrial Calendar Service - \$55.00pw (Inc 20 events per day)

* An event is defined as the creation, modification, deletion of an entry. Prices based on call lengths of 90secs. The Silent Partner reserves the right to charge a fee of 0.85c p min over and above the first 90sec.

Other Services (can only be purchased in conjunction with a CAS)

- CAS + 2hours meeting room usage pw (use or lose) - Add \$15 pw.

Miscellaneous

- Meeting Room Only - \$25 pw. Includes 2 hours meeting room usage per week
- Numbers Only - Phone & Fax Pair- \$10 pw.
- None of the above, I would like to open an account to allow me to use your services from time to time. (set up fee does NOT apply).

Personal Details:

Full Name _____		Role in the Company/Business _____	Telephone _____
Home Address _____			Fax _____
City _____	State _____	Postcode _____	Mobile _____
Country _____		Email (hotmail, gmail & other similar free email services will not be accepted) _____	

Business Details:

Registered Company / Business Name (The Company) _____		ABN _____
Registered Company / Business Address _____		Telephone _____
City _____	State _____	Postcode _____
Country _____		Fax _____
Email (hotmail, gmail & other similar free email services will not be accepted) _____		

Please take special note that as per the terms and conditions of this agreement:

- ❖ one month's written notice is required to terminate recurring services
- ❖ there is a \$70 Virtual Office service account establishment fee
- ❖ there is a \$30 Calendar / Diary Management Establishment Fee
- ❖ A security deposit of \$100 shall be charged (fully refundable upon termination of account if all outstanding fees are paid in full)
- ❖ All prices quoted are exclusive of GST.

Activation: Please commence activation of my service on: _____ / ____ / ____
Your preferred service activation date

Invoices: I prefer to receive my invoices by Email (), _____
Fax () or mail () to: _____
Please enter the preferred email address, fax number or physical address for the receipt of monthly invoices.

Payment: I wish to pay my invoices by Direct Debit () or Credit Card (). I have completed and attached the appropriate form and understand and acknowledge that should my payment fail due to (but not limited to) insufficient funds, closed, expired or cancelled account, I will have 3 business days to pay my account in full upon which time my account may be suspended and fees may be charged. _____ initials

PERSONAL GUARANTEE

I/WE, the undersigned being the Proprietor(s) or Director(s) of ("the Company") request THE SILENT PARTNER SERVICED OFFICES PTY LTD ("TSP") to enter into an Agreement to supply services. In consideration of TSP so doing I/WE hereby jointly and severally guarantee to the due payment by the Company of all obligations under any such Agreements, and in the event of any default by the Company, I/WE shall be deemed to become principal debtor(s) to TSP. This Guarantee is continuing and shall not be affected in any way by TSP granting time, further credit or any other indulgence to the Company. This Guarantee shall bind my/our personal representatives.

Name Of Guarantee _____	Name Of Witness _____
Signature Of Guarantee _____	Signature Of Witness _____
Date _____	Date _____

It is declared that no person, the subject of this application, has entered into any scheme or arrangement with creditors, been a director of a liquidated company or has been bankrupt in the past 5 years. I/we hereby certify that all information provided in this document is true and correct and I hereby agree and accept The Silent Partner General Terms and Conditions.

Name _____	Signature _____	Date _____
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i Definitions

TSP The Silent Partner Serviced Offices Pty Ltd
Licencee

ii Call Answering Service (CAS).

Where the Licencee subscribes to a call answering service, TSP shall;

- a) make available for use by the licensee telephone numbers as required by the licensee;
- b) where requested to physically answer inbound telephone calls in the name of the licensee or as otherwise specified and process the calls in a manner as specified by the licensee.
- c) where requested to receive inbound fax calls, receive faxes electronically and proceed to process the fax in a manner as specified by the licensee.
- d) where requested to divert inbound telephone calls to another service, proceed to divert these calls electronically to the service as specified by the licensee.
- e) Upon termination of this agreement, TSP retains licence over the telephone and fax numbers. By special request the licensee may choose to continue to retain the licence for the telephone and fax numbers. This is at an additional fee.

iii Messaging and Reminder Service (MRS)

Where the Licencee subscribes to have messages taken resulting from inbound calls, TSP shall;

- a) respond to inbound callers as a representative of the licensee and, to the best of its ability, take messages on behalf of the licensee.
- b) to the best of its ability, make all endeavours fair and reasonable to ensure the highest quality and accuracy of messages taken on behalf of the licensee.
- c) deliver all messages to the Licencee in a manner as specified by the licensee (emails or SMS).

Where the Licencee subscribes to have messages generated and forwarded as part of a reminder service, TSP shall;

- a) take all reasonable steps to contact the recipient of the reminder, where the reminder is to be done by way of physical phone call.
- b) take all reasonable steps to contact & deliver the recipient of the reminder, via a third party service provider, where the reminder is to be done electronically (email or SMS)
- c) The licensee acknowledges that where Third Party service providers are used as part of the reminder service, from time to time there may be delays in accessing the services or receiving reminder messages (emails or SMS) and to the extent permitted by law, TSP excludes all liability in contract, tort (including negligence) or otherwise relating to or resulting from messages or reminders taken on behalf of the licensee and for any loss incurred by the licensee directly or indirectly including without limitation as a result of or arising out of any:
 1. inaccuracy, error or delay in or omission from any messages or reminders re appointment.
 2. delays, failures or inaccuracies in the transmission of messages or reminders re appointments.

iv Calendar Management Service (CMS).

Where the Licencee subscribes to a Calendar Management Service, TSP shall:

- a) respond to inbound callers as a representative of the Licencee and create, edit or delete calendar events on behalf of the Licencee,
- b) to the best of its ability, make all endeavours fair and reasonable to ensure the highest quality and accuracy of all calendar event related activities.
- c) maintain that the creating, editing, amendment or deletion of a calendar event constitutes an event

v Third Party Service Providers

- a) Where TSP undertakes to manage calendars on behalf of the Licencee, as part of Calendar Management Subscription, TSP utilises a web-based hosted instance of a third party software product.
- b) Where TSP undertakes to deliver messages and/or reminders by SMS or Email, TSP utilises the services of third party service providers.
- c) The licensee acknowledges that where Third Party service providers are used, from time to time there may be delays in accessing the services or receiving messages (emails or SMS) and to the extent permitted by law, TSP excludes all liability in contract, tort (including negligence) or otherwise relating to or resulting from messages taken on behalf of the licensee and for any loss incurred by the licensee directly or indirectly including without limitation as a result of or arising out of any:
 1. inaccuracy, error or delay in or omission from any messages/events/reminders or appointment.
 2. delays, failures or inaccuracies in the transmission of messages/events/reminders or appointments.

vi Meetings Rooms. Where applicable:

- a) TSP makes available during business hours meeting rooms for use by the licensee and guests of the licensee.
- b) Where a meeting room is booked for a half day, this shall mean from 8:30am until 1pm or from 1pm until 5:30pm.
- c) Where the licensee, guest or licensees representative request (subject to availability) to extend the term of meeting room hire, the licensee shall be charged for each 30min or part thereof.
- d) Weekend and after-hours usage of the meeting rooms is available on an individual request basis. After hours surcharge applies as detailed in TSP's Schedule of standard fees and charges.

vii TSP Office Address, Licence of use:

- a) Where the licensee has agreed to pay a licence fee for the use of the TSP's office address, TSP
 - a. agrees to makes available to the licensee its office address and grants permission to the licensee the use this office address for the purpose of passing off this address as that of the licensee.
 - b. agrees to represent the licensees nominated business or company name from this address
 - c. agrees to accept mail and parcels on behalf of the licensees nominated business or company name. Parcels will be held at no charge for a period of two business days or part thereof. Parcels held for any period over this time may be subject to storage and handling fees.
 - d. The Silent Partner reserves the right to refuse receipt of any parcel based on the size, contents or other
- b) Where the licensee has NOT agreed to pay a licence fee for the use of the TSP's office address, and the licensee is found to be passing off TSP's office address as that of the licensee TSP shall:

- i. reject any mail or parcels delivered to TSP's office address
- ii. not represent TSP's office address as that of the licensee.
- iii. seek damages and compensation from the licensee.

viii Fees:

- a) A one off "establishment fee" in accordance with TSP's schedule of standard fees and charges shall be charged for the establishment of each account.
- b) All Recurring Service Fees shall be charged monthly and in advance.
- c) Recurring Service Fees shall be calculated as 52 x (weekly fee) / 12.
- d) All Recurring Service Fees shall be pro-rated as required.
- e) Changes to Recurring Service Fees must be made in writing and are effective on the next business day. One change per calendar month is permitted.
- f) Consumable items shall be charged in arrears each month as per the schedule of standard fees and charges. This schedule is available for review at any time
- g) A surcharge may be added to all payments made by credit card to offset the charges incurred by TSP. The surcharge will be 2 % for Visa and Mastercard and 4% for American Express and Diners Club payments. This is in line with the credit card reforms announced by the Reserve Bank.

ix Invoices, Payment Terms and Late Fees:

- a) Invoices shall be produced on or about the first day of each month.
- b) Terms of payment is 7 days from date of invoice unless stated otherwise
- c) The effective payment date shall be the date where cleared funds are available in TSP's bank account.
- d) Late payment of invoices shall attract a late payment fee. The late payment fee shall be calculated as being two percent (2%) per calendar month charged daily on any amount outstanding.
- e) In the event that invoices are not paid by the due date, TSP reserves the right to take any or all of the following actions, until payment is received
 1. Accrue and charge late payment fees
 2. Block or divert all inbound calls to voice mail
 3. Reject mail or parcels.
 4. Suspend all services
 4. Issue the debt to a collection agency
- f) The reversal of any service interruption, suspension or deactivation shall attract a reactivation fee as detailed in the schedule of standard fees and charges
- g) Any expense and or costs of disbursements incurred by TSP to recover any outstanding monies, including debt collection agency fees and legal costs plus 15% shall be paid by the licensee

x Security Deposit Bond

- a) A Bond equivalent to \$100 may be charged on the first account and shall be retained by TSP as security for the term of this agreement.
- b) The bond, less any outstanding charges, shall be returned in not less than 60 days of the date of termination of this agreement.
- c) The Silent Partner reserves the right to appropriate the Bond for any monies owing or damages incurred at any time.

xi General

- a) Business Hours are defined as Monday to Friday, 8:30am to 5:30 pm, excluding all NSW public and bank holidays
- b) Calls transferred are subject to call rates as Standard Rates & Charges table
- c) Meeting room usage is per week and cannot be accrued. (use it or lose it)
- d) Your facsimile service includes faxmail. We receive and send your faxes via email
- e) Services & costs are current at time of printing
- f) The Silent Partner reserves the right to suspend and/or with hold service at any time given reasonable cause. The Silent Partner takes no responsibility for any damages as a result
- g) Terms and conditions detailed in this licence agreement are in conjunction with the offers / product and service features detailed in the individual virtual office services pdf documents.
- h) All prices in this agreement do not Inc. GST. GST is to be added.
- i) Fair Use Policy applies to all services provided by TSP. TSP reserves the right to charge additional fees where usage is deemed excessive or unreasonable.

xii Other Items

Term of this Agreement

Either party with written notice may terminate this Agreement with 30days notice

Notice of fees and increases.

TSP may amend it's fees and charges at any time with at least 30 days notice. TSP shall advise the licensee of changes to its fees and charges either by way of letter, email or by posting the information on the company's website.

Change of Ownership / Particulars

The Licensee will notify TSP no later than 14days after any change of ownership, management, change in its particulars, any alteration or additions to shareholders. Directors or management, and any change, alteration, or addition in the licensee's internal structure and or senior management

Privacy Act

The licensee, albeit an individual, sole trader, partnership, joint venture or corporate, its directors, hereby authorize and unconditionally grant its consent to TSP to obtain from a credit reporting agency or other person or company, information and / or reports concerning it from time to time during the continuance of its licence arrangement, so as to assist TSP in respect to commercial credit matters, and for collecting overdue payments. The licensee authorizes and consents to TSP obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars, and details of overdue payments) who have or are or intending to enter into some commercial or business dealings with it and / or grant credit to it. For the purposes of this paragraph, "report" and "information" include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the licensee's credit worthiness, credit standing credit history credit capacity and personal information

Law

The licensee and TSP agree that these terms and conditions of credit shall be governed and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of that State.