

Mobile Device Repair Form

Version 16 – 21 August 2009

CUSTOMER INFORMATION

Date *	Company Name (if applicable)
Customer Name *	
Mobile Number *	Purchase Order No. (if applicable)
Contact Number *	Telstra Account No. *
Email Address *	

DEALER INFORMATION

Store Return*

Address

If not returning device
via a Retail store insert
customer return address
details

Dealer Code **

** Mandatory for Telstra Store or Dealer

HANDSET INFORMATION

Type of Device*

eg. Nokia 6120, iPhone
16GB

Purchase Date *

IMEI Number *

Located underneath the battery eg.
390116/20/123456

Fault Description *

Describe main fault.
Eg. Broken display, no audio

Accessories sent with repair

(Tick applicable box(s))

Please do not send unnecessary items with the handset (eg. Leather
case, SIM card, memory card, original packaging)

Battery

Stylus

Charger

Cover

Memory
Card

Other
(please
specify)

MULTIPLE EQUIPMENT FAILURE INFORMATION

Original Handset

(Make & Model)

Replacement Handset

(Make & Model)

WARRANTY SERVICE CONDITIONS

Proof of Purchase (POP) enclosed *	Yes	No
Liquid Ingress Indicator is still white	Yes	No
Device does not have serious physical damage	Yes	No

If 'No' is answered to any of the warranty service conditions the device may not be eligible for repair under warranty. If 'Yes' is answered to all warranty service conditions the device will still require assessment by Telstra to determine the warranty condition. Please see Terms and Conditions attached.

NON WARRANTY SERVICE CONDITIONS

The customer must nominate a minimum pre-approved repair charge prior to submitting a device to Telstra for non-warranty repairs. The pre-approved repair charge must be at least \$150. Telstra will proceed to repair the device where the repair cost does not exceed the pre-approved amount nominated by the customer. Please see Terms and Conditions attached for further details.

Pre-approved repair charge limit \$ Must be \$150 or greater

The customer requests an Exchange Device as fulfilment of the Non Warranty Services (see terms & conditions for further information) Tick Fixed Charge Device

SECURITY BOND CONDITIONS FOR NON TELSTRA MOBILE ACCOUNT HOLDERS

Where the customer is a non Telstra mobile account holder a Security Bond is required before any work is initiated. Failure to provide Security Bond details may result in Telstra being unable to service the device. The value of the Security Bond is equivalent to the 'Service Fee' of \$49.50. Please see Terms and Conditions overleaf.

Credit Card Holder Name*

Credit Card Type* VISA AMEX Diners Master Card

Credit Card Number*

Card valid to (mm/yy)* / Authorisation is required to charge your credit card for the applicable fees. Telstra will charge any fees to your credit card, the correct details provided above.

Signature*

* Mandatory fields must be completed

- Please note that Credit Card details must be completed if the customer is not a Telstra Mobile Account holder.

Telstra's Mobile Device Repair & Loan Phone Agreement Terms and Conditions

GENERAL

1. Reference to any 'warranty' in these terms is to:
 - a. a voluntary warranty provided by the manufacturer (for devices) or us (for parts and labour) ("**Voluntary Warranty**"); or
 - b. any warranty provided at law that cannot be excluded or limited (including those under the Trade Practices Act 1974 (Cth)) ("**Statutory Warranty**"), (collectively, "**Warranties**").
2. The customer agrees that the information supplied to Telstra is accurate.
3. Where the customer is a non Telstra mobile account holder a Security Bond is required before any work is initiated. Failure to provide Security Bond details may result in Telstra being unable to service the device. The value of the Security Bond is equivalent to the "Service Fee" of \$49.50
4. If the device to be repaired is covered by any Warranties the Security Bond referred to in clause 2 will not be utilised and the device will be repaired or replaced at no cost to the customer. If the device is not covered by any Warranties and the customer does not wish to have the device repaired, Telstra may use the Security Bond for Telstra's reasonable transport, labour and service costs.
5. To the extent permitted by law, these terms and conditions cover the contract between Telstra and the customer and supersede any representations, warranties or assurances made by Telstra at any time.
6. The customer acknowledges that important data may be lost while a device is being serviced. Customers are advised to keep a hard copy of any information stored within the device. If any data stored within the device is considered sensitive by the customer, the customer agrees to remove that data from the device prior to the device being submitted to Telstra.
7. A 90 day Voluntary Warranty on parts and labour will apply to all services completed in addition to any Statutory Warranty. In the event of a breach of any of the Warranties, Telstra will at its sole discretion repair or replace the part, and/or correct the defect, to conform to the Warranties or refund the payment received from the customer in respect of the service completed.

8. The customer indemnifies Telstra for any liability, loss, damage, costs or expenses incurred or suffered by Telstra arising directly or indirectly from:
 - a. any breach of this agreement by the customer;
 - b. the cancellation of this agreement because of a breach by the customer;
 - c. any wilful, unlawful, or negligent act, or omission of the customer or an agent of the customer; or
 - d. any injury to, or death of a natural person and any loss of or damage to, a third party's real or personal property (including the loss of use thereof) caused or contributed to by the customer or an officer, employee or agent of the customer.
9. All prices are inclusive of GST.
10. If a customer does not respond to a quote provided by Telstra for non-Warranties repair work within 5 days, the device will be returned to the customer/store and the Service Fee of \$49.50 will apply.
11. If this form is signed by an authorised representative of the customer, he or she warrants and acknowledges that they are authorised to sign this form on behalf of the customer.
12. The customer must disclose to Telstra all:
 - a. chemicals;
 - b. hazardous or corrosive substances; and
 - c. any other substances which could cause harm to persons repairing or handling the device which may have come into contact with the device prior to the customer providing the device to Telstra.
13. Abandoned goods will be disposed of by Telstra according to applicable legislation.

SERVICE CONDITIONS FOR WARRANTIES

14. It is the customer's responsibility to provide Telstra with evidence that the device is still within the Voluntary Warranty period before commencement of Voluntary Warranty services. Where such evidence is not supplied to Telstra Mobile Services and Telstra determines that Statutory Warranties do not apply, the device may be returned or the services may be undertaken at applicable non-warranty rates and prices.
15. The customer must pay a "Service Fee" of \$49.50 to Telstra Mobile Services if:
 - a. The Voluntary Warranty is invalidated including for any of the reasons stated in the Voluntary Warranty Agreement (e.g. liquid-ingress or physical damage);
 - b. Telstra Mobile Services determines there to be no faults with the equipment; or
 - c. No Statutory Warranty applies and Telstra Mobile Services determines that the device is beyond economic service (including as a result of liquid ingress or serious physical damage).
 - d. No Service Fees will apply if the device repair is covered by a Statutory Warranty
16. Telstra's obligations pursuant to any Warranty may be fulfilled where it would satisfy those warranties through the provision of a refurbished device.

NON-WARRANTIES

17. The customer must nominate a minimum pre-approved repair charge prior to submitting a device to Telstra for non-warranty repairs. The pre-approved repair charge must be at least \$150. Telstra will proceed to repair the device where the repair cost does not exceed the pre-approved amount nominated by the customer. If the customer does not pre-approve an amount, Telstra will proceed to repair the device up to \$150.
18. Where the estimated repair charge is likely to exceed the amount pre-approved by the customer, Telstra will contact the customer with a formal quote. Where such a formal quote is provided, Telstra will not commence repair of the device until the customer has instructed it to do so.
19. Should the customer elect to not proceed with a repair based upon a formal quote, the customer will be liable to pay a "Service Fee" of \$49.50.
20. Where a customer does not respond to a Telstra quote for repair work within 5 days, the device will be returned to the customer/store and the "Service Fee" of \$49.50 will apply.
21. As the precise nature of the fault is largely determined using information supplied by the customer, the determination of a different fault or additional faults will not invalidate the agreement. The services will automatically proceed according to the terms and conditions contained in this document.
22. The device non-warranty services may be fulfilled through the provision of refurbished devices. Fixed charges will be applied depending upon which model is being serviced.

LOAN PHONE AGREEMENT

23. At its discretion, Telstra may provide a loan phone ("**Loan Phone**") to customers for an agreed period ("**Loan Period**"). While Telstra will use reasonable endeavours to ensure that a Loan Phone does not contain any third party content or data before providing it to a customer, Telstra does not warrant that a Loan Phone will be free from all third party content or data.
24. The Loan Phone includes any accessories and any packaging in which the Loan Phone is provided to the customer.
25. The Loan Phone remains at all times the property of Telstra, however risk in the Loan Phone passes on to the customer from the commencement of the Loan Period until returned to the relevant participating shop ("**Participating Shop**").
26. If Loan Phone is lost, stolen, or damaged in any way during the Loan Period, the customer must notify Telstra immediately by contacting the Participating Shop.
27. The customer must return the Loan Phone to the Participating Shop at the time that the customer's handset is returned or replaced.
28. When the customer returns the Loan Phone to the Participating Shop, the Loan Phone will be checked to ensure it is in the same condition in which it was provided to the customer, subject to reasonable wear and tear, and to ensure that the Loan Phone has been returned in accordance with the terms of this Agreement.

29. If Telstra determines that the Loan Phone has been damaged during the Loan Period (excluding reasonable wear and tear) or has not been returned to the Participating Shop in accordance with clause 27 of this Agreement, the customer may be liable to pay a Loan Phone Replacement/Repair Fee which may range from \$100 up to \$850 depending on the value of the Loan Phone. Where the value of the Loan Phone (or its repair) exceeds \$850, Telstra will cap the customer's liability to \$850. The Loan Phone Replacement/Repair Fee may, at Telstra's discretion, be applied to the customer's Telstra account. The Loan Phone Replacement/Repair Fee compensates Telstra for the replacement or repair of the Loan Phone or the loss that Telstra may suffer or incur.
30. The customer agrees that any information disclosed to Telstra in accordance with the terms and conditions of this Agreement may be used to confirm and disclose the customer's consent to the terms and conditions governing the provision of Loan Phone.

Customer Acceptance of Terms and Conditions

I have read and understood the Terms and Conditions above and agree with these

Customer Signature*

Date *

**PLEASE SEND ALL RETURNS TO:
UNIT 2, BLOCK U, 391 PARK ROAD, REGENTS PARK 2143**