## ICT NETWORK SOLUTIONS



#### Please note the following:

In order to consider your application towards Trikon's financial hardship policy, you are required to provide the following:

- 1. Documentation for the business cycle dated 2018-19.
  - 1.1. debts, loans,
  - 1.2. financial statements and
  - 1.3. bank statements
- 2. Documentation in relation to debts for the business cycle dated 2019-20
  - 2.1. loans,
  - 2.2. financial statements and
  - 2.3. bank statements
- 3. Additionally a Signed and Authorized Statutory Declaration Form
- 4. Reminder of Financial Hardship Policy
- 5. Should you wish to discuss alternate spend control and spend reduction tools we are more than happy to assist this discourse.
- 6. All relevant documentation that would aid your application can be submitted to Trikon in order for us to assess your application in more detail.
- 7. Please note that we may request for additional information if we deem that the obtained information is insufficient to form a resolution.
- 8. Following the receipt and review of the requested documentation, we will endeavour to notify you within 7 business days as to whether or not your application has been successful.
- 9. We may use any information you provide or have provided or is available to us in order to make an assessment of your application.
- 10. A Statutory Declaration form will also be sent to you electronically and upon completion is to be returned to Trikon along with the request for additional documentation.
- 11. Any additional documentation needs to be signed, initialled and attached along with the completed statutory declaration form (must also be witnessed by authorized secondary signator).

#### TRIKON PTY LTD

12/5 Meridian Place, Bella Vista, NSW 2153
1300 880 687 | info@trikon.com.au | www.trikon.com.au

- 1. Standard Form of Agreement V-7040706:1
- 2. S7.4 You must pay all charges without any set off, counter claim or deduction
- 3. \$7.8 if we incur costs in recovering overdue amounts from you including ... mercantile agents' costs disconnection of services costs... commencing or pursuing dispute resolution.
- 4. 16.7 we may refer any debt owing to us... to an external collections agent or commence legal action to recover debts.
- $5. \quad \text{The available time for contact is 9:00 AM-5:00 PM Mon-Sat (except public holidays)}.$
- 6. For any complaints and any queries regarding our complaints handling process, please reach us on the contact information mentioned above.

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## **Your Obligations**

- 1. The expected date for the reply will be duly communicated to you. Any changes to the discussed date can be negotiated upon notification of the same.
- 2. If you fail to reply by the above date we may issue a notice and close this matter without further consideration. (In this circumstance we may where relevant transfer any outstanding amounts to debt collections and possibly initiate legal proceedings to recover your unpaid fees).
- 3. In the case of point 2, we will make reasonable attempts to contact you on your nominated contact details prior to proceeding with the recovery of your debts.
  - 3.1. We may charge you additional fees
    - 3.1.1. For anywhere up to 20% for recovery and collections
    - 3.1.2. For solicitor fees
    - 3.1.3. Any charges we have incurred in direct association with this outstanding amount
    - 3.1.4. Any business loss if attributed to you as per our agreement with you
  - 3.2. You must pay all undisputed charges
    - 3.2.1.if we have billed you, and
    - 3.2.2.they are not considered part of a valid specific billing dispute
    - 3.2.3. You must continue to pay all charges regardless of the connection status of your service
    - 3.2.4. We may suspend, disconnect, restrict or terminate your active services for any breach of our rights
    - 3.2.5. You will remain liable if the services are still within a contract term for the full amount
    - 3.2.6. You may lose your numbers permanently and be unable to recover use of these numbers for the foreseeable future
    - 3.2.7. You may be charged a reconnection fee for reactivating your services.
    - 3.2.8. We will not connect your services until your account has been settled
    - 3.2.9. We may require a security deposit of anywhere up to 50% of the remaining term under your contract prior to reinstating your services.
- 4. You must promptly contact us within 2 working days if your circumstances have changed regardless of an active financial hardship arrangement or not.

# **OUR OBLIGATIONS**

- 1. We will not charge you for an assessment where there is a genuine reason to consider the application as possibly successful.
  - 1.1. Genuine Reason may include;
  - 1.2. You are cooperative and demonstrate a willingness to adhere to your obligations as listed above and in your original agreement
  - 1.3. You have demonstrated acceptable conduct and in turn, have not infringed on our rights under this agreement, we shall keep you connected to your services should you agree to pay for those.

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- 2. Your account payment history indicates no adverse reason to consider eligibility under this agreement (timely payments, acceptable credit score, account balance: reasonably considered possible to be cleared within 3 months, we may consider other reasons).
- 3. However, we reserve the right to charge you in cases of invalid, frivolous and deceptive claims, any charges we have incurred due to the above to ensure deterrence of misuse under this process.
- 4. We will not initiate debt collections on any outstanding amounts while there is an active financial hardship policy in place 'Promise to Pay'.
- 5. While the requirements under your Financial Hardship application are being assessed we shall continue to provide you with our services, should you request for same and agree to continue paying for those.

The following are your 3 options to stay connected:

- Spend Control options, which pertain to the application of a capped limit in terms of usage that you adhere to, in order for the services to remain connected.
- Restriction of alternate services, which are not of primary importance to you. This option is
  particularly applicable if you have multiple active services with us but are primarily utilising only
  a select few services.
- Provision of low cost alternatives to existing service set up as an interim until you are in a
  position to continue with your previous set up.
- 6. The following are your 3 options for suitable financial arrangements:
  - The option to temporarily postpone or defer payments for a longer period than what would typically be offered to you outside of existing financial hardship arrangements.
  - Arrangement of a payment plan that best befits your circumstances.
  - Waiving of any late payment fees and associated charges outside of standard existing service charges.

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