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Registered for GST - Donations are tax deductible.
Incorporation Number: A0037035K

Beyond Disability Inc.

Connecting people living with disabilities to accessible technology

ABN: 82 846 344 613



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www.bdi.org.au

BDI

SERVICES TERMS AND CONDITIONS

1. Membership Agreement
 - 1.1 The terms and conditions set out below are incorporated by reference into and form part of the Membership Agreement of all BDI Members.
2. Eligibility for service
 - 2.1 BDI reserves the right (in its absolute discretion) to only provide the Equipment Services and/or the Connection Services to people who:
 - (a) meet the eligibility requirements set out in this clause 2; and
 - (b) BDI reasonably considers its volunteers can help.
 - 2.2 In order to be eligible to receive the Equipment Services, the Member must:
 - (a) be housebound physically and mobility disabled;
 - (b) be on a disability pension, veteran's pension or like pension (and provide photocopy evidence of such pension), which represents their primary source of income; and
 - (c) use the Equipment Services in a strictly non-smoking environment. If any BDI volunteer is asked to provide Equipment Services in a smoking environment, BDI will be entitled to cancel the Equipment Services immediately and remove any Equipment from the Member's premises.
 - 2.3 In order to be eligible to receive the Connection Services, the Member must:
 - (a) be housebound physically and mobility disabled;
 - (b) be on a disability pension, veteran's pension or like pension (and provide photocopy evidence of such pension), which represents their primary source of income;
 - (c) access the Network within the BDI Service Area; and
 - (d) use the Connection Services in a strictly non-smoking environment. If any BDI volunteer is asked to provide the Connection Services in a smoking environment, BDI will be entitled to cancel the Connection Services immediately and remove any Equipment from the Member's premises.
 - 2.4 If the Member is located outside the BDI Service Area, or cannot access the Network within the BDI Service Area, BDI may agree (in its absolute discretion) to provide only the Equipment Services, on the condition that the Member first enters into an agreement with TADAust Connect in respect of an internet connection service.

- 2.5 The Member must disclose full details of any illnesses or conditions which they suffer from, particularly any illness or condition which is likely to have an adverse impact on BDI's volunteers during the provision of the Equipment Services and/or the Connection Services
- 2.6 BDI requires prior medical clearance of any such illness or condition disclosed under this clause 2 from a suitably qualified medical practitioner before considering an application for Equipment Services and/or Connection Services.
- 2.7 If the Member fails to disclose any details required under this clause 2, BDI may terminate the Membership Agreement, effective immediately.
3. Equipment Services and Connection Services
- 3.1 On and from the later of:
- (a) the date of approval of the Member's application for membership; and
 - (b) payment in full of the relevant fees prescribed in clause 7,
- BDI will provide the Equipment Services and/or the Connection Services to the Member for the duration of the Membership Agreement, according to the terms and conditions set out in this document.
- 3.2 As part of the Connection Services, BDI will endeavour to provide the Member with internet access each day for a time up to the Maximum Access Allowance.
- 3.3 BDI will endeavour to maintain the continuity of the Connection Services to the Member for the duration of the Membership Agreement.
4. Conditions of use
- 4.1 If a Member exceeds the Monthly Download / Upload Quota, BDI may, in BDI's absolute discretion, disconnect the Member from the Connection Services for the rest of the month or restrict the Member's internet access to email only.
- 4.2 The Equipment must only be used by a Member approved by BDI or by a Carer approved by BDI, unless otherwise agreed in writing by BDI.
- 4.3 The Member must not at any time, while using the Connection Services, transmit on the Network or the internet any material that infringes any third party's intellectual property rights or any other rights.
- 4.4 The Member must not load any additional software onto the Equipment without BDI's prior written consent. A Member must own legitimate copies of the relevant software and hold the appropriate licences to use the software before requesting such consent from BDI.
- 4.5 The Member must keep the BDI website (www.bdi.org.au) as their homepage while using the Connection Services, so as to enable BDI to pass on information to the Members via the BDI website.
- 4.6 The Member must:
- (a) keep the Equipment in a secure and safe environment suitable for home computers; and
 - (b) maintain the Equipment so it runs at its best performance and remains in good working order (including deleting temporary files, conducting regular disc maintenance and backups).
- 4.7 Where the Member is a child, their Carer must monitor the use of the internet and the Connection Services by the child.
- 4.8 The Member must not use the Equipment to connect with any other internet service providers (ISPs), without BDI's prior written consent.

- 4.9 The Member must not download or upload any offensive material onto the Network or perform any act using the Equipment likely to bring BDI into disrepute.
5. Additional Member obligations
- 5.1 The Member must provide to BDI upon request, any information necessary to assist BDI in meeting its reporting requirements under any funding grants or for any other reason.
- 5.2 The Member agrees to assist in promoting the BDI program(s) in any reasonable way, upon request.
- 5.3 The Member undertakes to advise BDI (telephone / fax (03) 59776547 both with answer machine), or a BDI volunteer within 48 hours of any change of address, telephone number or Carer's details.
- 5.4 The Member must comply with all relevant laws, regulations, ordinances or any other delegated legislation and any BDI Policies, as updated from time to time, in using the Equipment.
6. Equipment
- 6.1 The Member acknowledges and agrees that BDI is the lawful owner of the Equipment and nothing in this agreement passes any right, title or interest in and to the Equipment, or any part of the Equipment, to the Member at any time.
- 6.2 The Member holds the Equipment as bailee for BDI.
- 6.3 Risk in the Equipment passes to the Member on delivery.
- 6.4 The Member must keep the Equipment free from any charge, lien, mortgage or encumbrance.
- 6.5 If the Equipment is not used by the Member for 30 or more consecutive days, BDI reserves the right to require the Member to:
- (a) return the Equipment to BDI; or
 - (b) provide suitable access to their premises at a nominated time, for BDI to pick up the Equipment,
- in accordance with the requirements of clause 11.
- 6.6 BDI will provide maintenance for the Equipment from time to time as required in BDI's absolute discretion. The Member must advise BDI of any problems with the Equipment by email or telephone.
- 6.7 If the Member no longer requires access to the Equipment or the Connection Services, the Member must notify BDI and arrange to return the Equipment to BDI, or provide suitable access to their premises at a nominated time for BDI to pick up the Equipment, in accordance with the requirements of clause 11.
7. Payment
- 7.1 All fees are subject to change at any time by BDI, by giving at least 90 days notice.
- 7.2 The Member must pay the Quarterly Service Fee to BDI in advance, prior to the end of the previous Quarter.
- 7.3 The Member must pay the Annual Membership Fee to BDI on or before 1 July each calendar year.
8. Indemnity
- 8.1 The Member agrees at all times to indemnify BDI, its employees and volunteers for any expenses, costs, damages, penalties, imposts and any other liabilities that BDI, its employees or volunteers may sustain or incur from time to time, whether directly or indirectly, as a result of

any claim brought by a third party against BDI, arising out of or in connection with the Member's use of the Equipment and the Connection Services provided under the Membership Agreement, except to the extent the claim is directly caused by a negligent act or omission of BDI, its employees or volunteers.

9. Exclusions and limitations
 - 9.1 Subject to clause 9.2, each party excludes from the Membership Agreement all conditions, warranties and liabilities implied or imposed by statute, general law or custom.
 - 9.2 This clause 9 does not exclude or limit the application of any provision of any statute (including the *Trade Practices Act 1974* (Cth) and the *Fair Trading Act 1999* (Vic)) where to do so would:
 - (a) contravene that statute; or
 - (b) cause any part of this clause to be void ('Non-excludable Condition').
 - 9.3 BDI's liability to the Member for breach of any express provision of the Membership Agreement or any Non-excludable Condition is limited, at BDI's option, to refunding the price of the Equipment Services (and Connection Services, if applicable) in respect of which the breach occurred or providing those Equipment Services (and Connection Services, if applicable) again.
 - 9.4 Except as expressly provided to the contrary in the Membership Agreement, the maximum aggregate liability for breach of an obligation under the terms of the Membership Agreement by BDI, shall in no circumstances be greater than the total fees paid or payable by the Member under the Membership Agreement.
 - 9.5 BDI is not liable for any failure to perform, or delay in performing, its obligations under this agreement, if that failure or delay is caused by anything beyond its reasonable control.
10. Term and termination of the Membership Agreement
 - 10.1 The Membership Agreement commences on the date the Membership application is approved by BDI and terminates immediately in the following circumstances:
 - (a) on the expiration of the relevant membership period, of which BDI notifies the Member prior to providing the Connection Services, or such other period as BDI nominates from time to time;
 - (b) if the Member ceases to be a member of BDI;
 - (c) if the Member at any time, in the reasonable opinion of BDI, breaches their obligations under clauses 4 or 5.4;
 - (d) if the Member becomes bankrupt or is unable to pay the fees in accordance with clause 7 ; or
 - (e) if the Member has entered into an agreement with TADAust Connect in respect of internet connection services, the agreement between the Member and TADAust Connect terminates or expires for any reason.
 - 10.2 BDI may otherwise terminate this agreement at its absolute discretion by giving one (1) days notice (by telephone, email or letter) to the Member.
 - 10.3 Subject to clause 9.4, If BDI fails to perform, or delays in performing its obligations under this agreement for more than thirty (30) days, the Member may terminate this Agreement by giving one (1) days notice (by telephone, email or letter) to BDI.
 - 10.4 If the Membership Agreement is terminated in accordance with this clause 10, BDI will refund to the Member any unused portion of the Quarterly Service Fees paid in advance under clause 7 for the Equipment Services and/or the Connection Services that haven't yet been provided, less the cost of any repairs to the Equipment made by BDI under clause 11.1(c).

11. Member's obligations when returning the Equipment
- 11.1 In the event the Membership Agreement is terminated in accordance with its terms, or the Member is required to return the Equipment under clause 6, the Member must:
- (a) immediately remove all BDI supplied software from any computers not belonging to BDI;
 - (b) ensure the Equipment is in good working order and in a similar working state as it was originally provided to the Member (fair wear and tear excepted);
 - (c) meet the cost of any repairs required by BDI in order to return the Equipment to a similar working state as it was originally provided to the Member; and
 - (d) return the Equipment to BDI, or provide suitable access to their premises at a nominated time for BDI to pick up the Equipment, within 48 hours of receiving notice to do so.
- 11.2 If the Member does not return the Equipment to BDI in accordance with clause 11.1(d) or does not provide suitable access to their premises for BDI to pick up the Equipment in accordance with clause 11.1(d), the Member must:
- (a) permit BDI to enter into any premises in which BDI believes the Equipment to be in order to taken possession of and remove the Equipment; and
 - (b) provide BDI with an unfettered right of access to reclaim the Equipment.
12. Broadband Access means a broadband plan provided by a broadband supplier operating in your area. The Member is responsible to be aware of and is solely liable to meet and costs, imposts, fees, termination fees, excess fees and any other costs associated with the connection. Broadband plans are available online and if you need help to check your plan then ask a family member. Then we recommend you ring the supplier and have them confirm in writing your understanding of the broadband plan you are using.
- 12.1 The Member will be liable for the cost of any third party services that may be required in connection with the commencement of the DSL service on the Member's PSTN line. The Member is responsible for notifying us if any additional services are required before the DSL service can be successfully enabled.
- 12.2 If you do not own your Premises you must indemnify us against any claim made against us by another person in connection with the matters specified in any agreement made with BDI or a commercial broadband supplier
- 12.3 You acknowledge that Broadband installation (if any) may cause damage to your remises. BDI will not accept any liability for loss or damage of any kind by a third party installation or support (if any).
- 12.4 You must indemnify us against any liability we may incur to any person with an interest in your premises in connection with the installation, maintenance or removal of the DSL Service.
- 12.5 Relocation of your Premises: If you notify us that you wish to move from your Premises to new premises during the Term and continue using the DSL Service, and we determine in its absolute discretion that the DSL Service may be provided on the same terms and conditions at your New Premises you must pay the broadband and telephone providers' Fees (if any).
- 12.6 We reserve the right to terminate the service without notice if, in our sole opinion, there is unauthorised or fraudulent use of the Member's service. The Member must not share the service with any person without the prior written approval by us.
13. Member Promises and Warranties
- 13.1 The Member will, at its own cost: comply with any laws in connection with the service.

- 13.2 The Member warrants that it, carers and only immediate family residing at the Members premises will be the users of the Service.
- 13.3 The Member must not use or permit anyone else to use the Service without our permission.
- 13.4 The Member warrants that the information supplied by them in relation to the service is true and correct.
- 14. **Broadband Support:** If the Member experiences a problem with his/her Broadband service or the facilities, the Member should report it to the provider's Technical Support Team by telephone, and seek help from the BDI Volunteer. If the Member reports a fault and the Provider finds there is no fault or the fault was not caused by them, they may charge the Member for any work they have done to try to find the fault or repair it.

13. General

- 13.1 This document is governed by the laws applicable in Victoria and each party submits to the non-exclusive jurisdiction of the courts of Victoria.

14. Interpretation

- 14.1 **Annual Membership Fee** means the fees payable each year as set out in Attachment A.
- 14.2 **BDI** means 'Beyond Disability Inc', ABN: 82 846 344 613.
- 14.3 **BDI Policies** means the practices and policies of BDI, as communicated to the Member and amended from time to time.
- 14.4 **BDI Service Area** means the area that BDI provides the Connection Services, being the area of Mornington Peninsula and surrounding areas from which a Member can make a local telephone call to BDI's dial-in server or an area serviced by a commercial Broadband provider.
- 14.5 **Carer** means the nominated carer or parent of the Member who has signed the "BDI Second Contact Form".
- 14.6 **Connection Services** means the services BDI provides to the Member pursuant to the Membership Agreement in connection with the provision of access to the BDI dial-in Network , a commercial broadband plan and the internet.
- 14.7 **Equipment** means all the equipment, software and materials supplied by BDI to the Member as set out in the "BDI Equipment Loan Receipt Form" signed by the Member.
- 14.8 **Equipment & Services** means the services BDI provides to the Member pursuant to the Membership Agreement in connection with the provision of Equipment and the supply of software.
- 14.9 **Maximum Access Allowance** means the amount of time the Member can access the Network and the internet each day as part of the Connection Services as set out in Attachment A.
- 14.10 **Member** means a person approved by BDI to receive the Equipment Services and/or the Connection Services in accordance with the Membership Agreement.
- 14.11 **Membership Agreement** means the "BDI Membership Agreement" between the Member and BDI, incorporating the terms and conditions set out herein.
- 14.12 **Monthly Download / Upload Quota** means the monthly download / upload quota for the Connection Services as set out in Attachment A.
- 14.13 **Network** means the BDI network, of which access is provided to the Member via the Connection Services.

- 14.14 Quarter means a 3 month period ending on either 31 March, 30 June, 30 September or 31 December (as the case may be).
- 14.15 Quarterly Service Fee means the programme fees payable each quarter for the Equipment Services and/or the Connection Services as set out in Attachment A.
15. 15. Usage About Acceptable Use
16. As part of our aim to provide a quality service at a reasonable price to all our users, we have implemented this Policy to ensure that each subscriber's use of the Service:
Meets legal requirements;
does not unreasonably interfere with other subscribers;
and does not unreasonably impact on our ability to provide the Service.
In this document, the following words have these meanings:
you means a subscriber to the Service, or any person who accesses the Service using the subscriber's access details;
Policy means this document, as may be amended by us from time to time on 14 days notice;
Service means any service provided by us, together with associated services and software such as email facilities, web space and Member support.
17. This Policy applies immediately if you are accepted as a Member to the Service. For current Users, this Policy applies 14 days after this Policy is posted on our website. If any changes are made to this policy by us, these changes come into effect 14 days after the revised policy is posted on our website.
18. 15.1. Security
19. 15.1.1 Passwords
You must keep confidential the password you use to subscribe to the Service. You remain responsible for any use of the Service made using your password.
15.1. 2 Unauthorised access
You must not attempt to obtain unauthorised access to any computer system, including unauthorised access to our system (for example, by attempting to use the account of another user).
3.3 Attacks on third party systems
You must not participate in any attempt to cause any computer system (including our system) to malfunction, whether by way of viruses, worms, trojan horses, denial of service attacks or otherwise.
20. 16. Illegal and infringing use
21. You must not use the Service to breach any applicable criminal laws or to infringe on the rights of a third party. This includes, without limitation:
fraudulent, deceptive or illegal activity;
infringement of copyright, trademarks or other intellectual property rights;
infringement of laws relating to censorship and classification of material;
using the Service to create, forward or distribute defamatory statements.
22. 17. Inappropriate use
23. The Service is provided for the benefit of disabled users and is not designed or intended for commercial use or for use as a permanent connection. You must not:
use software (such as automated agents) to maintain a connection or to reconnect when you are not personally using such connection;
download software or other material for sale, distribution or other non-personal use;
attempt to make more than one simultaneous connection to the Service;
stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage

patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).

We reserve the right to disconnect or separate into a separate pool the users that stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).

24. 18. If your Service is cancelled, we may delete any stored or received emails in your mailbox.
25. 19. What happens if you breach this Policy?
26. If we believe on reasonable grounds that you have breached this Policy, we may (but is not obliged to) take one or more of the following steps:
 - suspend your access to the Service indefinitely or for a specific period;
 - place time or download limitations on your use of the Service;
 - terminate your access to the Service and refuse to provide the Service to you or your associates in the future;
27. if we consider that you are in breach of Section 5 of this Policy (Inappropriate Use of Resources, we may (in addition to other steps set out above) place you in a separate pool of users with similar usage patterns in order to free up resources for other users;
 - inform appropriate government and regulatory authorities of suspected illegal or infringing conduct; and
 - delete or edit any of your data (including webpage content) stored on our computer systems.

Terms

Annual Membership Fee \$11 (inc GST)
Must be sent before 30th June annually

Fees apply from 1st January 2025

Plan	Service Fee	Broadband	Total/month
Provide own broadband connection	\$11.00		\$11.00
BDI wireless broadband	\$11.00	\$12.00	\$23.00 (inc GST)

Beyond Disability can only offer wireless broadband.

Change in Charges. BDI reserves the right to modify fees and charges for services and products it provides at any time by notice to you. Your continued use of the service after such notice will constitute acceptance of the variation. Notices under this agreement must be sent by post, by facsimile, or by email, unless we specify an alternative means of giving notice in order to verify your identity. Members will be notified via email not less than 14 days prior to any such changes.

You are the person or company named in the 'Member's details' section. By choosing a BDI service you are confirming that you have read and accepted these General Terms and Conditions and any associated product Terms of service. You acknowledge that BDI is a governing body which provides these services in conjunction with a broadband supplier. You will be requesting BDI to provide to you a service together with any associated services such as email facilities, personal web space, and any volunteer support.

If BDI chooses to provide the services to you, you agree to be bound by these general terms and conditions and you must comply with these general terms and conditions as amended from time to time. We may alter these general terms and conditions at any time by written notice to you.

Signed.....Print name.....

Date.....