

# Beyond Disability Inc

**ABN: 82 846 344 613** A registered tax exempt charity in Australia.  
Registered for GST Registered Number A0037035K

**Webpage:** [www.bdi.org.au](http://www.bdi.org.au)

**E-mail:** [helpful@bdi.org.au](mailto:helpful@bdi.org.au)

**Mailing address:** Beyond Disability Inc. PO Box 1451 Pearcedale 3912.

**Contacts:** Richard Stubbs OAM, CEO mob: 0417 786 087  
Membership/Committee: 0419 114 313

## **BDI SERVICES TERMS AND CONDITIONS**

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### **1. Eligibility**

BDI reserves the right to only provide Equipment Services and/or the Connection Services to people who meet one or more of the following criteria:

- a. A person BDI reasonably considers its volunteers can help.
- b. Are physically and/or mobility disabled
- c. Are a Veteran (widow or carer) with confirmed PTSD (post traumatic stress disorder).
- d. Are on a disability pension, veteran's pension or similar (photocopy evidence required), which represents their primary source of income.

Notes: BDI provided equipment and services are to be kept in a strictly **non-smoking environment**.

Failure to observe this requirement will entitle BDI to cancel the Equipment and Services immediately and remove BDI equipment from the Member's premises.

Disclosure is required of illnesses or conditions which the member suffers from, particularly any illness or condition which could have an adverse impact on BDI's volunteers during provision of Equipment and Connection Services.

This would require prior medical clearance from a suitably qualified medical practitioner.

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### **2. Equipment and Connection Services to be provided.**

Once a Member's application for membership has been approved and payment in full of the relevant fees (see attachment A) has been received, BDI will provide:

- a. Laptop or desktop (as mutually agreed), laptop carry case, computer basics manual, preloaded software and internet access (if needed).
- b. Keyboard, mouse and monitors, plus special software are also available on a needs basis as determined by BDI in consultation with the member.
- c. Volunteer support service for initial installation of the computer and thereafter assistance with resolution of any computer or internet issues as may arise.
- d. BDI will provide maintenance for the Equipment from time to time as required at BDI's discretion.

3. **Conditions of use and member obligations.**

- a. If a Member exceeds the Monthly Broadband Data allowance, possible options, including disconnection for that month, restricting the Member's internet access, or purchasing additional data allowance (where available), may be considered.
- b. The Equipment must only be used by the Member and immediate family at the member's residence or by a Carer approved by BDI, unless otherwise agreed in writing by BDI.
- c. The Member 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).
  - 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;
    - infringe copyright, trademarks or other intellectual property rights;
    - infringe laws relating to censorship and classification of material;
    - create, forward or distribute defamatory statements.
- d. Load any additional software onto the Equipment without BDI's prior written consent.
- e. The Member must keep the BDI website ([www.bdi.org.au](http://www.bdi.org.au)) as their homepage, to allow ready access to BDI news and information.
- f. Equipment provided must be in a suitable, secure and safe environment and maintained in good working order.
- g. Where the Member is a child, their Carer must monitor their use of the internet.
- h. The Member must not use the Equipment to connect with any other internet service providers (ISPs), without BDI's prior written consent.
- k. The Member agrees to provide BDI, upon request, any information necessary to assist BDI in meeting its reporting requirements under any funding grants.
- l. The Member agrees to assist in promoting the BDI program in any reasonable way, upon request.
- m. The Member undertakes to advise BDI mob: 0417 786 087 or a BDI volunteer within **48 hours** of any change of address, telephone number or Carer's details.

**Fee Payment**

- a. All fees are subject to change at any time by BDI, by giving at least 90 days' notice.
- b. BDI programme fees are payable in advance.

**5. Duration and termination of the Membership Agreement**

- a. The Membership Agreement commences on the date the Membership application is approved by BDI and terminates **immediately** in the following circumstances:
    - i. 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;
    - ii. if the Member ceases to be a member of BDI.
    - iii. if the Member becomes bankrupt or is unable to pay the fees.
  - b. if the Member in the reasonable opinion of BDI, breaches these terms and conditions, BDI will at its discretion:
    - give the member **1 day's** notice (by telephone, email or letter) terminating the service.
    - suspend access to the Service indefinitely.
    - Or for a specific period, place time or download limitations.
    - Or terminate access to the Service; arrange to collect our equipment and decline BDI service to the member in the future.
  - c. Upon termination, BDI will refund to the Member any unused portion of the BDI programme fees paid in advance for the Equipment and/or the Connection Services that haven't yet been provided, less the cost of any needed repairs to the Equipment (excluding fair wear and tear).
  - d. 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.
  - e. If the Equipment is not used by the Member for 30 or more consecutive days, BDI reserves the right to require the Member to return the Equipment to BDI; or provide suitable access to the premises at a nominated time, for BDI to collect the Equipment.
  - f. 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.
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**6. Member's obligations when returning the Equipment**

- a. Upon termination of the membership agreement the member will 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) and 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.
- b. If the Member does not return the Equipment to BDI or does not provide suitable access to their premises for BDI to pick up the Equipment the Member must 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.

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**Attachment A.**

**Fees apply from 1<sup>st</sup> January 2017**

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

**Note:** - The Service fee includes computer equipment and volunteer assistance.

- Beyond Disability can only offer wireless broadband.
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**Changes to fees.**

BDI reserves the right to modify fees for services and products it provides at any time with notice to you.

Your continued use of the service after such notice will constitute acceptance of the variation.

Notices of fee changes will be sent **not less than 14 days prior**, by post, by facsimile, or by email, unless we specify an alternative means of giving notice in order to verify your identity.

**Amendment to terms and conditions.**

BDI may alter these general terms and conditions at any time by written notice to you.

**Payment Options:**

- **Direct credit to our account: Account name: Beyond Disability Inc.**  
**: Account number: 131827487 BSB: 633 – 000**
- **Bank: Bendigo Bank, Pearcedale** Reference: **(put your surname and initials here)**  
Ask your bank if they can set up telephone banking to help you to pay your program fees on a timely basis.
- **Post a cheque:** You can post a cheque to:  
**Beyond Disability Inc. PO Box 1451 Pearcedale Vic. 3912**  
If you need to discuss any financial distress please call:  
Richard Stubbs : ph **0417 786 087** or **0419 114 313**  
**Or** call your volunteer; they will contact us, and if you qualify, we will send sponsorship paperwork to you.

**Donations.**

**Note: Volunteers cannot accept cash or gifts in kind from members.**

**By credit card:** We have a facility at <http://www.givenow.com.au/beyonddisability>

for people who wish to make one-off or regular gifts to Beyond Disability.

**Finally, remember we are a communication programme.**

**Should you not get a response to your email or phone message please phone your volunteer or the committee.**

**Our primary method of communication is by email to your BDI email account and/or your preferred email address.**

**I Confirm that I have read, and agree to be bound by, the Beyond Disability Terms & Conditions.**

**Signed.....**

**Print name.....**

**Date.....**

**Once signed please hand this page only to your volunteer.**