

HOW TO COMPLETE THESE FORMS

There are 2 parts:

1. A Statutory Declaration, which is where you declare that being without your Telstra services caused you to suffer loss;
2. A Release, which is a document that brings to an end any claims you may have against Telstra arising from the loss of your services because of the fire at the Warrnambool Exchange, in exchange for us making a payment to you.

There is some information you need to include which we've indicated in **red** text.

Once you've completed these forms, you can send them to us:

By email: ecg@team.telstra.com

By post: Reply Paid 85155, Locked Bag 20023 Melbourne, Victoria, 8060

If you have any questions please call us on **1800 008 979**.

State of Victoria
Statutory Declaration

I, _____
[full name]

of _____
[full address]

do solemnly and sincerely declare that:-

1. I am the duly authorised representative of:

[insert name of company including ACN and trading name, or name of partnership or business entity, including ABN]: ("My Business").

2. My Business suffered loss while it was without communications as a result of the fire at the Warrnambool Telephone Exchange on 22 November 2012.

3. My Business acquires the following telephone and/or data services from Telstra:

[insert a brief description of phone numbers and services impacted].

4. I estimate that My Business suffered loss of \$ _____ *[insert figure]*¹.

I acknowledge that this declaration is true and correct, and I make it with the understanding and belief that a person who makes a false declaration is liable to the penalties of perjury.

Declared at _____

this _____ day of _____ 201_____

Signature of person making this declaration
[to be signed in front of an authorised witness]

Before me,

.....
Signature of Authorised Witness

The authorised witness must print or stamp his or her name, address and title under section 107A of the *Evidence (Miscellaneous Provisions) Act 1958* (as of 1 January 2010), (previously *Evidence Act 1958*), (eg. Justice of the Peace, Pharmacist, Police Officer, Court Registrar, Bank Manager, Medical Practitioner, Dentist)

¹ If you wish to claim more than \$1000 you will need to provide additional documentation – see Compensation Claim form at www.telstra.com.au/exchange/fire

Use this form if you are a sole trader only

IMPORTANT NOTICE

This is an important, legally binding document. Please read it carefully.

Before you sign it, we recommend that you seek independent legal advice

RELEASE

IN FAVOUR OF TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556 and its officers, employees, contractors and agents ("Telstra").

BY _____

[insert your full name, address and A.B.N. number and trading name] (Claimant)

1. I claim, as set out in a statutory declaration I submitted to Telstra, that Telstra is liable to me because my Telstra services were interrupted as a result of the fire on 22 November 2012 at Warrnambool Telephone Exchange causing loss (the "Events").

Without admitting that it is liable to me in relation to the Events, Telstra is prepared to pay me the amount set out in the statutory declaration, provided the amount is less than or equal to **one thousand dollars (\$ 1,000)** inclusive of GST, if any, (the "**Settlement Amount**") by way of *Electronic Funds Transfer (EFT) to the bank account nominated

[insert Bank Account Name, Account number and BSB] or *cheque payable to the Claimant ***[cross out whichever is inapplicable]***

2. Because Telstra will pay the Settlement Amount to me:
- (a) I withdraw my claim against Telstra and I will not make any other claim, now or in the future, against Telstra in relation to the Events ; and
 - (b) will keep this agreement and the Events confidential except as may be necessary for obtaining confidential legal or accounting advice; and
 - (c) will indemnify Telstra for any loss suffered by Telstra (up to the Settlement Amount) as a result of any other claim made by any person in relation to the Telstra services specified in my statutory declaration referred to in the Events
4. I confirm that I know of:
- (a) no other party who intends to make a claim against Telstra which relates to the Events; and
 - (b) no other party who has a claimable interest in the Events.

Signed as an agreement by

[insert full name]
in the presence of:

Claimant:

Witness:

Full name (print):

Full name (print):

Address:

Address:

Date:

Date:

Use this form if your business operates as a partnership

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RELEASE

IN FAVOUR OF TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556 and its officers, employees, contractors and agents ("Telstra").

BY

_____ **[insert Partnership name and address] ("Partnership")**

1. I claim on behalf of The Partnership as set out in a statutory declaration I submitted to Telstra, that Telstra is liable because Telstra services were interrupted as a result of the fire on 22 November 2012 at the Warrnambool Telephone Exchange causing loss (the "Events").
2. Without admitting that it is liable in relation to the Events, Telstra is prepared to pay the amount set out in the statutory declaration, provided the amount is less than or equal to **one thousand dollars (\$ 1,000)** inclusive of GST, if any, (the "**Settlement Amount**") by way of *Electronic Funds Transfer (EFT) to

_____ **[insert Bank Account Name, Account number and BSB] or *cheque payable to the Partnership [strike out whichever is inapplicable]**

3. Because Telstra will pay the Settlement Amount the Partnership:
 - (a) withdraws its claim against Telstra and will not make any other claim, now or in the future, against Telstra in relation to the Events; and
 - (b) will keep this agreement and the Events confidential except as may be necessary for obtaining confidential legal or accounting advice; and
 - (c) will indemnify Telstra for any loss suffered by Telstra (up to the Settlement Amount) as a result of any other claim made by any person in relation to the Telstra services specified in the statutory declaration referred to in the Events
4. The Partnership confirms that they know of:
 - (a) no other party who intends to make a claim against Telstra which relates to the Events; and
 - (b) no other party who has a claimable interest in the Events.

Executed as an agreement by:

[insert your full name] as the authorised representative of the Partnership.

in the presence of:

Claimant:

Witness:

Full name (print):

Full name (print):

Address:

Address:

Date:

Date:

(For companies)

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RELEASE

IN FAVOUR OF TELSTRA CORPORATION LIMITED A.B.N. 33 051 775 556 and its officers, employees, contractors and agents ("Telstra").

BY

[insert Company name and A.C.N or A.B.N number] ("Company")

1. The Company claims, as set out in a statutory declaration submitted to Telstra by its authorised representative, that Telstra is liable because Telstra services were interrupted as a result of the fire on 22 November 2012 at Warrnambool Exchange causing loss (the "Events").
2. Without admitting that it is liable to the Company in relation to the Events, Telstra is prepared to pay the amount set out in the statutory declaration, provided the amount is less than or equal to **one thousand dollars (\$ 1,000)** inclusive of GST, if any, (the "**Settlement Amount**") by way of *Electronic Funds Transfer*Electronic Funds Transfer (EFT) to

[insert Bank Account Name, Account number and BSB] or *cheque payable to the Company [strike out whichever is inapplicable]

3. Because Telstra will pay the Settlement Amount to the Company:
 - (a) The Company withdraws its claim against Telstra and the Company will not make any other claim, now or in the future, against Telstra in relation to the Events; and
 - (b) will keep this agreement and the Events confidential except as may be necessary for obtaining confidential legal or accounting advice; and
 - (c) will indemnify Telstra for any loss suffered by Telstra (up to the Settlement Amount) as a result of any other claim made by any person in relation to the Telstra services specified in the statutory declaration referred to the Events
4. The Company confirms that it knows of:
 - (a) No other party who intends to make a claim against Telstra which relates to the Events; and
 - (c) No other party who has a claimable interest in the Events.

Executed as an agreement for and on behalf of the Company in accordance with the Company's Constitutions and the Corporations Act.

Signature of Director:

Signature of Director /Witness:

Full name (print):

Full name (print):

Address:

Address:

Date:

Date: