



# VOICE SERVICE SCHEDULE AGREEMENT

## OPERATIVE PROVISIONS

### 1. THE SERVICE

- 1.1 This Service Schedule is for the supply of fixed line telephony services
- 1.2 This Service Schedule will apply to the first and any subsequent Service Orders executed by the Customer and Eftel.

### 2. PREREQUISITES TO SUPPLY OF THE SERVICE

- 2.1. The Customer must execute the Eftel Master Services Agreement, this Service Schedule and a Service Order.

### 3. PARTIES

- 3.1. This Schedule applies between Eftel Limited ("Eftel") and the Customer identified in Service Orders for fixed line telephony services as appropriate ("Customer")

### 4. SERVICE DESCRIPTION

The service is a telephony service which allows a Retail User to make and receive calls on the Telstra Network from a handset located on the Retail User's side of the Service Delivery Point at that Retail User's premises. The service also allows Retail Users to access a range of other telephone services, including a standard Telephone Number, a directory listing, provision of directory assistance, operator services and other services (Service).

- 4.1 The Service relies for its operation on the availability of third party Supplier Networks and services.
- 4.2 Eftel does not warrant that the Service is free from error or Interruption.
- 4.3 The provision of the Service or an Individual Service does not include the installation, maintenance or provision of cabling or equipment beyond the Service Delivery Point at your or the Retail User's Premises.
- 4.4 Eftel will not be responsible for installing, maintaining or providing on-site technical support in relation to any equipment used by the Retail User in respect of a Service.

### 5. SERVICE QUALIFICATION

- 5.1 The Service can only be supplied in respect of a Retail User where:
  - (a) that Retail User has installed equipment that meets the relevant Australian Standards;
  - (b) you have successfully carried out a Service Qualification as set out in the Operations Manual in respect of that Retail User's physical address; and
  - (c) you have complied with any other requirements set out by Eftel.
- 5.2 You acknowledge that, notwithstanding paragraph 5.1, Eftel may not be able to supply the Service in respect of a particular Retail User.

### 6. CHANGES TO THE SERVICE

- 6.1 Upon 30 days notice where the change materially affects the terms of the provision of the Service, Eftel may vary the Service (including varying any aspect of the Service relating to an applicable Standard Access Obligation) if reasonably required for technical operational (for clarity, operational changes cannot change the Service in a way that will adversely affect End Users), or regulatory reasons, or if reasonably required as a result of a Supplier to Eftel varying the terms of access to the Supplier Network, including by:
  - (a) supplying alternative hardware and/or software with similar functionality to that described in your Application;
  - (b) replacing Eftel Owned Equipment with alternative equipment;
  - (c) replacing or upgrading the Eftel Network;
  - (d) adding new functionality including new Service Options, reviewing or changing existing Service Options;
  - (e) varying the extent to which Porting capabilities in respect of Telephone Numbers are available; and
  - (f) complying with new industry codes, whether or not registered with ACMA or its successor.
- 6.2 If Eftel proposes to vary the Service, or the manner in which the Service is to be delivered to you, Eftel will consult with you and negotiate in good faith regarding any of your reasonable concerns regarding the proposed amendment. You agree that it is reasonable for Eftel to vary the Service to ensure that the specifications for the Service which Eftel supplies all its wholesale and retail customers are consistent, although not necessarily identical.
- 6.3 Notwithstanding any consultation or negotiation between Eftel and you, a variation proposed by Eftel will come into effect at the time specified by Eftel, unless Eftel and you agree otherwise.

### 7. ACTIVATION OF SERVICES



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- 7.1 Unless otherwise specified in the Master Services Agreement, you are responsible for the connection of the Retail User's Equipment to the Service past the Service Delivery Point at the Retail User's premises. You will be liable for the cost of any third party services that may be required in connection with the installation of the Retail User's Equipment at the Retail User's premises (for example, a licensed cabler).
- 7.2 Eftel will activate an Individual Service in accordance with the Operations Manual.
- 7.3 You must, promptly on demand, pay to Eftel any costs incurred by Eftel as a result of incorrectly completing an Application in respect of an Individual Service and Eftel may reverse an Application or part of it if Eftel becomes aware of any errors or omissions in the Application.
- 7.4 You will pay Eftel an amount equal to any Loss that Eftel incurs (including as a result of any charge or fine levied on Eftel by a third party) which arises in connection with any infringement of a Losing Service Provider's contractual or other rights connected with your request to Eftel to activate an Individual Service.
- 7.5 You must not submit an Application in respect of any door to door or outbound telemarketing sales by you or a permitted Service Provider until any Cooling Off Periods required by law have expired and Eftel may reject any such Application that contravenes this paragraph.
- 7.6 You must provide accurate, timely and up to date information required for the Integrated Public Number Database to Eftel as required by Eftel from time to time. To the extent that you do not provide the information required by Eftel under this paragraph 7.5 or that such information is inaccurate, you indemnify and will keep indemnified Eftel against any Loss suffered or incurred by Eftel in connection with your breach of this paragraph 7.5.
8. SERVICE CHARGES AND BILLING DISPUTES
- 8.1 The charges for the Service and Individual Services are set out in Appendix 1 and will depend on:
- (a) any Service Options and features and characteristics for each Service Option selected by you in the Application; and
  - (b) whether you modify the Service or an Individual Service or cancel an Individual Service at any time.
- 8.2 Subject to the exceptions set out below, the charges for the Service or an Individual Service are fixed during the Committed Term of the Service.
- The exceptions to this clause, which allow Eftel to change the charges, are as follows:
- (a) Eftel may change the charges for all international call rates (including new or existing international call rates) set out in Appendix 1 on 5 Business Days notice;
  - (b) On 30 days' notice, Eftel may change all charges in this Agreement if there is a binding declaration or decision by the Regulator or a court of law (that is not subject to appeal, undertaking or any other form of review) and that decision allows or requires Eftel to amend its charges.
  - (c) On 30 days' notice, Eftel may, change any charges where that charge has components of interconnection, termination, facilities access or other cost to another party and the cost to Eftel for the services provided by the other party increases.
- 8.3 You and Eftel will each comply with the billing disputes process set out in the Master Services Agreement.
- 8.4 You agree to meet the minimum commitment, if any, set out in a Service Order. If you do not do so, then Eftel may from time to time invoice you for any shortfall in accordance with Appendix 1, in addition to Service charges actually incurred..
- 8.5 You and the Retail Users will be deemed to have commenced using the Service or an Individual Service from the Service Start Date.
- 8.6 You may not charge any Retail User for a service that prevents the Retail User's Telephone Number from being displayed to third parties.
9. STANDARD PROVISIONING TIMES
- 9.1 Eftel will endeavour to provision and install each Individual Service in accordance with this paragraph 8 and the Operations Manual.
- 9.2 Provisioning and installation of an Individual Service is subject to the availability of, and any technical, operational, commercial or any other problems encountered by Eftel in connection with installed Eftel Network infrastructure and any Supplier Network infrastructure.
10. TELEPHONE NUMBERS AND PORTING
- 10.1 Eftel will make available a Telephone Number to you for use by a Retail User in connection with the Service.
- 10.2 A Telephone Number can be made available in connection with an Individual Service either:
- (a) by Porting that Telephone Number from a Losing Service Provider as set out and subject to the restrictions in the Operations Manual;
  - (b) by way of a churn as set out and subject to the restrictions in the Operations Manual; or
  - (c) by way of new activation.



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- 10.3 The activation process referred to in paragraph 10.2 is set out in the Operations Manual. Without limiting the Operations Manual, you may only submit an Application to Port an existing Telephone Number if:
- (a) a Retail User wishes to access the Service on the Eftel Network and the Retail User's current Telephone Number is in the same exchange area as the new Telephone Number;
  - (b) you or a permitted Service Provider obtain and provide to Eftel a valid Customer Authorisation from the Retail User in respect of that Application;
  - (c) you provide all information required in the Operations Manual to Eftel at the time you submit the Application for a Port;
- 10.4 You agree to pay Eftel an amount equal to any tax, levy, charge or other amount levied by a government authority on Eftel in respect of a Telephone Number that:
- (a) is used by a Permitted User in connection with an Individual Service; or
  - (b) is reserved by Eftel for use by a Permitted User on the basis of any Forecast submitted by you to Eftel, whether or not that Forecast has been agreed with Eftel.
11. CHURN ORDERS
- 11.1 Where you lodge a Churn Order with Eftel you must:
- (a) comply with the process for transferring customers set out in the Operations Manual including with respect to Churn Orders; and
  - (b) use reasonable endeavours to ensure that at the time it is lodged, the Churn Order does not infringe any other person's contractual or other rights;
- 11.2 You will pay Eftel an amount equal to any Loss that Eftel incurs (including as a result of any charge or fine levied on Eftel by a third party) which arises in connection with you providing incomplete or inaccurate information to Eftel under this paragraph 11.2.
- 11.3 Eftel will not be liable for any delay by, or any act or omission of, a Losing Service Provider in respect of completion of the transfer process.
- 11.4 You agree to pay Eftel a reversal fee set out in Appendix 1 for reversals.
12. PRE-SELECTION
- 12.1 Eftel will implement a Retail Users' long distance pre-selection based on information supplied by you.
- 12.2 You will pay Eftel an amount equal to any Loss that Eftel incurs (including as a result of any charge or fine levied on Eftel by a third party) which arises in connection with you providing incomplete or inaccurate information to Eftel under this clause 12.
13. FAULT REPORTING AND RECTIFICATION
- 13.1 Before reporting a fault to Eftel, you must take and must ensure any Retail User takes all reasonable steps to ensure that the fault is not due to a failure in any equipment located on your or the Retail User's side of the Service Delivery Point, or in a service feature offered by you to the Retail User. The reasonable steps you and the Retail User are required to follow prior to reporting a fault to Eftel are set out in the Operations Manual.
- 13.2 After complying with paragraph 13.1 and as soon as you or a Retail User becomes aware of any fault in the Service, you or the Retail User must report that fault to Eftel using the procedures set out in the Operations Manual.
- 13.3 If Eftel investigates a fault and determines that the fault is attributable to any equipment on your or a Retail User's side of the Service Delivery Point, then:
- (a) Eftel will use reasonable endeavours to inform you of the fault and its probable cause and location but will bear no further liability or responsibility;
  - (b) Eftel may charge you for any costs which Eftel incurs in investigating the fault; and
  - (c) if Eftel agrees to your request that Eftel rectify the fault, Eftel may charge you the for the work required to rectify the fault based on the fee set out in Appendix 1.
- 13.4 If Eftel investigates a fault and determines that the fault is attributable to any equipment on Eftel's side of the Service Delivery Point, then:
- (a) where Eftel determines that the fault is in equipment within the Eftel Network, Eftel will be responsible for rectifying the fault in accordance with the Agreement; and
  - (b) where Eftel determines that the fault is in equipment within a Supplier Network, Eftel will inform the Supplier of the fault and request its rectification.
- 13.5 If Eftel investigates a fault and determines that the fault is attributable to an Excluded Event (not including an Intervening Event), then Eftel may charge you for any costs which Eftel incurs in investigating and



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- rectifying the fault.
- 13.6 Subject to paragraph 13.3, Eftel will endeavour to comply with the target response and rectification times set out in the Operations Manual.
- 13.7 You must provide all necessary assistance to enable location and rectification of any fault regardless of whether that fault is the responsibility of Eftel or Retail User or another Supplier.
14. SERVICE AVAILABILITY
- 14.1 The Service is unavailable and ceases to become available as set out in the Operations Manual.
15. SERVICE REBATES
- 15.1 This paragraph applies where you have actually paid or credited Primary Damages to a Retail User in connection with a contravention of the Customer Service Guarantee for that Retail User's Individual Service, within the time frame prescribed by the Customer Service Guarantee. In that case:
- (a) if the contravention is wholly attributable to Eftel' acts or omissions—Eftel will pay you an amount equal to the Primary Damages;
  - (b) if the contravention is partly attributable to Eftel' acts or omissions—Eftel will pay you an amount (not exceeding the Primary Damages) that is attributable to Eftel' acts or omissions.
- 15.2 Eftel will not pay you any amount if the contravention of the Customer Service Guarantee is due to:
- (a) an Excluded Event, the exemptions from compliance with a performance standard detailed in the Customer Service Guarantee or a fault not otherwise within Eftel' control; or
  - (b) the incompatibility or failure of the Retail User's equipment or internal wiring with the Service,
- 15.3 Eftel' obligation to pay you any amount under paragraph 15.1:
- (a) is reduced to the extent that you have not taken advantage of any available exemptions to compliance with the Customer Service Guarantee, or to the extent to which you contributed to the failure to comply with the Customer Service Guarantee;
  - (b) does not apply in respect of any Retail User who has waived, or in respect of whom you have agreed with Eftel to waive rights to claim a rebate in respect of a failure to comply with the Customer Service Guarantee;
- 15.4 Eftel will calculate the Service rebate (if applicable) for the Service and credit to your account the amount equal to the Service rebate.
- 15.5 The Service rebates described in this paragraph 5 are your sole remedy for any delay in provisioning and installing the Service and any Interruption to or affecting the Service.
- 15.6 If a Retail User signs a waiver of their rights under the Customer Service Guarantee in your favour, you must promptly disclose this to Eftel. Where there is such a waiver from the Retail User in place, you will not be entitled to the Service rebates described in this paragraph 15.
16. RETAIL USERS
- 16.1 Eftel supplies the Service to you on the conditions that:
- (a) you must not use or resupply the service, except as permitted in this clause 16;
  - (b) you must not resupply the Service to any person except to:
    - (i) a person who uses the Service for personal, domestic or household use or for that person's internal business purposes ("Retail User"); or
    - (ii) subject to obtaining Eftel' prior written consent, a Service Provider, but only on the condition that the Service Provider on-supplies the Service only to a Retail User and to no other person.
- 16.2 You acknowledge that:
- (a) you will not represent or pass-off that you are Eftel or misrepresent the manner in which or the extent to which you use the Services provided by Eftel;
  - (b) notwithstanding that Eftel allows the Service to be resupplied for "internal business use" you may only represent that the Service is a consumer grade service and that it is not intended to be used for critical business applications;
  - (c) you will not represent that you are authorised to act on behalf of Eftel or a Supplier;
  - (d) you will not use the name Eftel or any Eftel trade mark in promoting or supplying the Service or an Individual Service unless authorised by Eftel;
- 16.3 Eftel may ask you to stop, or ask you to stop your Permitted Users, acting or failing to act in a manner which Eftel reasonably believes is contrary to paragraph 16 or the Master Service Agreement. You will as soon as reasonably practicable (but in any case within two Business Days) comply with any such request.



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If you do not, then Eftel may, in its absolute discretion and without liability to you, take any steps reasonably necessary to ensure compliance with those paragraphs or clauses including suspending the Service or relevant Individual Services.

## 17. YOUR ACKNOWLEDGMENTS AND OBLIGATIONS

17.1 You must comply with relevant laws in using the Service.

17.2 You acknowledge that:

- (a) the Service relies for its operation on services supplied by Suppliers and other third parties, who are not controlled or authorised by Eftel;
  - (b) notwithstanding that Eftel allows the Service to be resupplied for "internal business use" the Service is a consumer grade service, the Service is not intended to be used for mission critical applications or purposes and Eftel informs you that there are other services that are more appropriate for business use;
  - (c) Eftel does not exercise any control over, authorise or make any warranty regarding any charges which a third party may impose on you in connection with your use of the Service, such as a charge for premium rate services;
  - (d) Eftel is not obliged to:
    - (i) monitor use of the Service or an Individual Service; or
    - (ii) suspend or configure an Individual Service if any of the events specified in this Agreement occur, and whether or not Eftel does so, you remain liable for use of the Service;
    - (e) you must make reasonable endeavours to ensure that each Retail User complies with the specifications and technical requirements of the Services and the Operations Manual to the extent that it applies to the Retail Users;
    - (f) you must on request by Eftel, from time to time:
      - (i) provide Eftel with a copy of any binding agreement between you and a Permitted User including any agreement or a standard form of agreement formulated under Part 23 of the Telecommunications Act 1997 (Cth) ("Retail User Agreement");
      - (ii) not resupply any Service or Individual Service to any person who has not agreed to be bound by the Retail User Agreement; and
      - (iii) enforce the Retail User Agreement where not to do so could have a detrimental affect on Eftel;
    - (g) in using the Service or Individual Service you will comply with, and you will use all reasonable endeavours to make a Retail Users comply with, all directions of a Regulator and all reasonable directions of Eftel;
    - (h) you will, and you will use all reasonable endeavours to make a Retail Users, provide safe access to the Retail User's premises as reasonably required for the purposes of Eftel or its Suppliers rectifying any Service Outage; and
    - (i) you are solely responsible for paying all Service charges in respect of the Service incurred by any Retail User, including Service charges incurred as a result of a Retail User's acts or omissions.
- 17.4 Eftel may terminate the supply of the Service or an Individual Service to you if a Supplier:
- (a) terminates Eftel' access to part or all of its Supplier Network that Eftel uses to provide the Service or an Individual Service to you; or
  - (b) varies the terms of access by Eftel to that Supplier Network, such that it is not commercially reasonable for Eftel to continue to supply the Service or Individual Service to you. Eftel will give you a period of prior written notice that Eftel believes is reasonable in the circumstances of its intention to terminate the Service or an Individual Service under this clause
- 17.5 You acknowledge that this notice period will not be greater than the notice period given by the relevant Supplier to Eftel.

## 18. INTERCEPTION

18.1 You acknowledge that you have certain obligations to assist law enforcement and other agencies.



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18.2 You acknowledge that Eftel, as the supporting carrier, may receive interception warrants from interception agencies and that Eftel will provide interception for your Retail Users in the event that a valid interception warrant is received.

18.3 In the event that you receive an interception warrant for the Service or an Individual Service, you must immediately notify Eftel and make the necessary arrangements to provide interception.

## 19. END USER CONTACT AND CONFIDENTIAL INFORMATION

19.1 Eftel or its Suppliers may be required to contact and deal with Retail Users in relation to the supply or cessation of the supply of the Service or an Individual Service and Eftel may use your Confidential Information in connection with these purposes.

19.2 Eftel may disclose Confidential Information about a Retail User to other service providers in order to implement any request by that Retail User to change long distance pre-selection.

## 20. SUSPENSION OR TERMINATION OF SERVICE

20.1 If Eftel suspends or terminates the Service under this Agreement, Eftel will do so on a non-discriminatory basis. You acknowledge that there may be instances where Eftel terminates or suspends supply of the Service in response to an event that only, or predominantly, affects a Retail User. In these circumstances Eftel will not breach this paragraph if it ceases supply of the Services only, or predominately, to a Retail User.



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## APPENDIX 1

### Service Charges

Charges for specific parts of the Service or Individual Service are set out as follows.

**All charges exclude GST.**

Line Rental (Residential) - \$27.60 per calendar month

Line Rental (Business) - \$31.77 per calendar month

Local calls - \$0.098 per call

National calls - \$0.039 per minute

Mobile call - \$0.135 per minute (any network)

Calls to 1300 numbers - \$0.2722 untimed

Churn in fee - \$2.60 per churn

International Calls - refer to Attachment 1

All other charges, including connection fees and charges for service features, will be passed through at cost as charged by Eftel's Supplier. Generally, these charges will be the same as the charges set out in the Telstra Customer Terms.



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## APPENDIX 2

### Definitions

**ACIF** means the Australian Communications Industry Forum.

**ACMA** means the Australian Communications and Media Authority.

**Australian Standards** means the ACIF standards accepted by ACMA as technical standards under section 376 of the Telecommunications Act 1997.

**Category D Process** has the meaning set out in the LNP Code.

**Churn Order** means an Order created and submitted by you to Eftel for Eftel to perform a churn.

**Competition and Consumer Act** means the Competition and Consumer Act 2010 (Cth)

**Consumer Protection Act** means the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)

**Cooling Off Period** means any period available by law to a Retail User to rescind or otherwise avoid any agreement under which that Retail User agrees to acquire the Service.

**Customer Authorisation** means an authorisation by the Retail User, or their agent, containing the required information as set out in the Operations Manual

**Customer Service Guarantee** means the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2) made under the Telecommunications (Consumer Protection and Service Standards) Act 1999.

**Declared Service** means a service that is declared under Part XIC of the Competition and Consumer Act.

**Integrated Public Number Database** means the database contemplated in Schedule 2, Part 4 of the Telecommunications Act 1997 (Cth) that contains specified customer information for all public numbers as defined in ACIF Code C555:2002 Integrated Public Number Database (IPND) Data Provider, Data User and IPND Manager registered with the Australian Communications Authority on 22 January 2003 and as amended from time to time.

**LNP Code** means ACIF Code C540:2007 Local Number Portability Code registered with the Australian Communications Authority.

**Lossing Service Provider** means the Service Provider that provided the Service to a Retail User immediately prior to the implementation of a churn or a Port.

**Operations Manual** means the service documentation published or varied by Eftel from time to time in connection with the Service.

**Permitted User** means a person who is permitted to use or resupply the Service (other than you) under paragraph 16.1 of this Agreement.

**Port** means the transfer of a Telephone Number associated with a local service between different carrier networks.

**Primary Damages** has the meaning set out in section 118A of the Consumer Protection Act.

**Retail User** has the meaning set out in paragraph 16.1 of this Service Description.

**Retail User Agreement** has the meaning set out in clause 17.2 of this Service Description.

**Retail User's Equipment** means the equipment complying with Australian Standards used by a Retail User to connect to the Service.

**Service Provider** has the same meaning as set out in section 86 of the Telecommunications Act 1997 (Cth).

**Service Qualification** means the Eftel wholesale service qualification process set out in the Operations Manual.

**Simple Telephone Service** means a local service which comprises of a:

- (a) Standard Telephone Service; and
- (b) Telephone Number.

where there exists a one to one relationship between the Telephone Number and the relevant access line to the Standard Telephone Service.

**Standard Access Obligation** has the meaning set out in Section 152AR of the Competition and Consumer Act.

**Standard Telephone Service** has the meaning set out in Section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

**Telephone Number** has the meaning set out in clause 4.2 of the LNP Code

**Telstra** means Telstra Corporation Limited

**Telstra Customer Terms** means the terms on which Telstra supplies the relevant service to its retail customers, as set out at the URL <http://www.telstra.com.au/customer-terms/>