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Our Customer Terms

Telstra SIP Connect section



7 Special meanings

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Our Customer Terms

Telstra SIP Connect section



Certain words are used with the specific meanings set out on page 31 and in [the General Terms of Our Customer Terms](#).

1 About the Telstra SIP Connect section

Our Customer Terms

- 1.1 This is the Telstra SIP Connect section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra SIP Connect section, then the Telstra SIP Connect section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra SIP Connect section gives us the right to suspend or terminate all or part of your service, that right is in addition to our rights to suspend or terminate your service under the General Terms.

2 Telstra SIP Connect

What is Telstra SIP Connect?

- 2.1 The Telstra SIP Connect service allows you to connect a voice system that is accredited by us to the public telephone network via the Telstra IP Telephony platform. We will tell you whether your voice system is an accredited voice system at the time you apply for your Telstra SIP Connect service.

Eligibility

- 2.2 You may only obtain Telstra SIP Connect if you:
 - (a) pre-select Telstra to provide your local, national, international and fixed-to-mobile voice services; and
 - (b) have an “**Eligible Access Service**” with us that can be configured and dimensioned to support IP voice calls. A list of Eligible Access Services is set out in the following table:
 - (c) The below table also outlines the type of SIP Connect service types available on each access type.

Our Customer Terms

Telstra SIP Connect section



SIP Connect Availability		SIP Connect with IAD	SIP Connect Dedicated/Accredited PBX	Enterprise Trunking
Category	Eligible Access Services			
Enterprise Access Service	Telstra Next IP	Yes	Yes	Yes
Internet Access Services	Telstra Internet Direct	No	Yes	Yes
	Telstra Business Broadband (NBN) **	Yes	Yes	Yes
	Other Internet Access types	No	Yes	Yes

**Only available where NBN is available

- 2.3 You must pre-select Telstra to provide your local, national, international and fixed-to-mobile voice services in order to be eligible for Telstra SIP Connect.
- 2.4 You have to choose, obtain and maintain your Eligible Access Service separately. The charges and terms for your Eligible Access Service are separate from and in addition to the charges and terms of your Telstra SIP Connect service.
- 2.5 You may also choose, but are not required, to connect your Telstra SIP Connect service through an ISDN interface device. This option is set out in section 5 below.
- 2.6 You will need to meet certain minimum technical requirements to obtain Telstra SIP Connect, including having a voice system that has been accredited by Telstra for use with Telstra SIP Connect. You acknowledge that, from time to time, we may need to impose certain restrictions on your use of your Telstra SIP Connect service. We will tell you about these minimum technical requirements and any applicable restrictions that we may impose at the time you apply for your Telstra SIP Connect service.
- 2.7 Telstra SIP Connect is not available to Telstra Wholesale customers or for resale. You cannot assign or re-supply Telstra SIP Connect to a third party.

Features

- 2.8 We will provide you with the following as part of your Telstra SIP Connect service:
 - (a) IP connectivity between your selected accredited voice system to the public telephone network;
 - (b) guidelines to assist you in designing and configuring your Telstra SIP Connect service;
 - (c) a help desk to report problems with your Telstra SIP Connect service that will operate 24 hours a day, 7 days a week; and
 - (d) a user identification and password for a person you nominate as the administrator for your Telstra SIP Connect service.
- 2.9 As part of your Telstra SIP Connect service we will also provide to you the functionality to enable you to allow users of your Telstra SIP Connect service

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to make voice calls to other users of your SIP Connect service on your virtual private network. If we also provide you with a Telstra IP Telephony service, then, as part of your Telstra SIP Connect service, we will provide to you the functionality to enable you to allow users of your Telstra IP Telephony and Telstra SIP Connect services to make voice calls to other users of your Telstra IP Telephony or SIP Connect services on your virtual private network.

- 2.10 You must choose either the Business Trunks feature package or the Business Lines feature package for your Telstra SIP Connect service. These feature packages provide the standard voice features of your Telstra SIP Connect service. The suitability of these feature packages for you will depend on your voice system and your particular functional requirements. We will work with you at the time of application to determine which feature pack is most appropriate for you.
- 2.11 If you choose the Business Trunks feature package, we will provide you with a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 2.12 If you choose the Business Lines feature package, we will provide you with the following
 - (a) a single number for each voice channel you purchase (additional single numbers can be purchased for an additional charge); and
 - (b) a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 2.13 You may also apply for the following optional feature packages in conjunction with your Telstra SIP Connect service:
 - (a) the Mobility feature package;
 - (b) the Business Continuity feature package; and
 - (c) Telstra Business Resumption Service (Plus).
- 2.14 Each optional feature package has certain fixed features. We will notify you of those fixed features and any limitations that may apply to your chosen feature package(s) at the time you apply for them.
- 2.15 You may request additional optional feature packages or change an existing optional feature package at any time. If you wish to cancel an optional feature package, the date of cancellation will be the date we receive notification of the cancellation from you in writing.
- 2.16 The Telstra SIP Connect voice circuits must terminate locally in the same state or territory as your selected accredited voice system.
- 2.17 Additional features for your Telstra SIP Connect service may become available from time to time. We may notify you of such features when they become available.

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- 2.18 If you no longer meet the minimum technical requirements, then we may cancel your Telstra SIP Connect service. If this happens, you will be responsible for re-configuring your equipment.

Call quality on your Telstra SIP Connect service

- 2.19 You acknowledge and agree:
- (a) to get the best out of the Telstra SIP Connect service we recommend use of a Telstra Next IP service .
 - (b) When Telstra SIP Connect service is provided over any other service type, the voice and video quality of a call can be reduced as the service may be impacted by:
 - (i) Packet loss;
 - (ii) Variable delay; and
 - (iii) Variable data throughput rates,
 - (c) The Telstra SIP Connect service will not work if there is an interruption to your underlying Eligible Access Service and as a result you may be unable to dial emergency services numbers such as 000. A Telstra SIP Connect Service over an Internet Access Service is not suitable for people with life threatening medical conditions that require priority assistance.
 - (d) when using the Telstra SIP Connect service over an Internet Access Service:
 - (i) we recommend that your Internet Access Service provides a minimum of 100Kbps uncontended bandwidth per voice line in each direction to maintain your voice quality; and
 - (ii) Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not make any guarantees about the quality of your Telstra SIP Connect service experience when used over the Internet or mobile data network.
 - (iii) All the Voice Packets when traversing via Internet Access Services will be unencrypted.

New Telephone numbers

- 2.20 If applicable we will provide telephone numbers to use with your Telstra SIP Connect service:
- (a) in a single Block or multiple Blocks of 100 contiguous numbers; or
 - (b) if you have transferred or ported in a block or blocks of less than 100 numbers under clauses 2.21(b) or 2.26(e) - in sufficient numbers to make your existing numbers into a Block of 100 contiguous numbers. This is



subject to the relevant numbers being available and us assessing whether it is technically feasible. Other than as specified in this clause 2.20(b), we will not provide telephone numbers in blocks of less than 100 contiguous numbers for use with the Telstra SIP Connect service.

Transferring telephone numbers from an existing Telstra service

- 2.21 If you want to cancel an existing Telstra service to take up the Telstra SIP Connect service and you want to keep your current numbers:
- (a) you can transfer your Block or Blocks of 100 contiguous numbers; or
 - (b) if you are transferring from CustomNet and currently have a block or blocks of less than 100 contiguous numbers, you can transfer your block or blocks of 10 contiguous numbers,

to your Telstra SIP Connect service. This is subject to us assessing whether it is technically feasible. We will not accept transfers of blocks of less than 100 contiguous numbers for use with the Telstra SIP Connect service other than in accordance with clause 2.20(b).

Working services

- 2.22 You are not required to have working services on all of the numbers associated with the Business Trunks feature package of your Telstra SIP Connect service, the remainder can be left vacant for use at a later date.
- 2.23 You cannot reduce the size of any number Block associated with your Telstra SIP Connect service to less than 100 telephone numbers by cancelling a proportion of your numbers. You can increase or decrease the number of working services within your number block allocations. We can vary the numbers in accordance with any national regulatory policy on numbering.
- 2.24 You can apply to share numbers within a Block of 100 contiguous numbers associated with your Telstra SIP Connect service across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area. This is subject to us assessing whether it is technically feasible.

Local Number Portability

- 2.25 Local Number Portability is available as an option for customers who want to change their phone company and keep their existing telephone number. This process is known as porting. Telstra SIP Connect customers are able to port out numbers from Telstra to another provider, or port in numbers from another provider to Telstra subject to the requirements of this section.
- 2.26 The following limitations apply to Local Number Portability for Telstra SIP Connect:
- (a) Numbers used in connection with your Telstra SIP Connect service cannot be ported out in blocks of less than 100 contiguous numbers. Your Telstra

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SIP Connect group, and all telephone numbers within your Telstra SIP Connect group, must be ported out at the same time.

- (b) Partial number ranges within your Telstra SIP Connect group may be ported out if the services are re-organised into separate groups before porting and the fragment to be ported is organised into a minimum Block of 100 contiguous telephone numbers. Re-organisation of the numbers within your Telstra SIP Connect group is subject to us assessing whether it is technically feasible.
- (c) Re-organisation of the numbers within your Telstra SIP Connect group before porting requires reprogramming of your data group in Telstra SIP Connect by Telstra. An adds, moves and changes fee applies to programming work we do for you, which we will notify you of at the time you apply for your Telstra SIP Connect service.
- (d) Subject to clause 2.26(e), if you wish to port in telephone numbers from another provider to Telstra for use with your Telstra SIP Connect service, the numbers must be ported in a single Block or multiple Blocks of 100 contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the Telstra SIP Connect service.
- (e) If you wish to port in a block of less than 100 contiguous telephone numbers from another provider to Telstra for use with your Telstra SIP Connect service, and prior to the port those numbers are used in connection with a rebilled or ported CustomNet service, the numbers must be ported in a single block or multiple blocks of 10 contiguous numbers.
- (f) We may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your Telstra SIP Connect service. We may also require additional information from you to allow us to port telephone numbers to your Telstra SIP Connect service, including information which validates your right to port the telephone numbers.

2.27 We charge you the following administrative charge if you wish to use Local Number Portability to port out a Telstra SIP Connect group to another provider:

Local Number Portability administration charge	GST excl.
Batch charge for the first 100 numbers	\$763.64
Charge for each additional 100 numbers	\$352.00

2.28 We will not charge you to use Local Number Portability to port in telephone numbers to your Telstra SIP Connect service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.

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Changes to your Telstra SIP Connect Service

- 2.29 If you ask us to make changes to your Telstra SIP Connect service, we may charge you an adds, moves and changes fee, which we will notify you of at the time you apply for your Telstra SIP Connect service.
- 2.30 Your Telstra SIP Connect service has a minimum capacity of:
- (a) five voice channels (simultaneous calls) per site for which you have selected the Business Trunks feature pack; and
 - (b) two voice channels (simultaneous calls) per site for which you have selected the Business Lines feature pack.
- 2.31 You may purchase additional capacity for your Telstra SIP Connect service in blocks of:
- (a) five voice channels (simultaneous calls) per site for which you have selected the Business Trunks feature pack; and
 - (b) single voice channels (simultaneous calls) per site for which you have selected the Business Lines feature package.
- 2.32 If you wish to increase the number of voice channels that can be used for simultaneous calls that can be made or received using your Telstra SIP Connect service, you may need to increase the bandwidth of the IPWAN, IPMAN, Business IP Broadband (including NBN where available), Connect IP Broadband (including NBN*) Service (as applicable) at an additional cost. We will let you know if you need to increase the bandwidth of your connection to the Telstra IP MAN or IP WAN service and the cost of doing so at the time you ask us to increase the number of voice channels that can be used for simultaneous calls that can be made and received using your Telstra SIP Connect service.

Charges

- 2.33 The charges for your Telstra SIP Connect service (including for the feature packs set out in sections 2.11 to 2.13) are set out in your application form.
- 2.34 The charges for the outgoing calls that you make from your Telstra SIP Connect service are, depending on your eligibility:
- (a) the BusinessLine Complete charges set out in the Basic Telephone Service section of Our Customer Terms and ISDN section of Our Customer Terms; or
 - (b) the charges set out in any separate agreement you have with us.

Minimum commitment

- 2.35 You must have your Telstra SIP Connect service for a minimum of 12 months. For clarity, there is no minimum term for the optional feature packages described in section 2.13.



Your obligations

- 2.36 If you wish to receive Telstra SIP Connect, you must:
- (a) only use a voice system that has been accredited by us for use with Telstra SIP Connect;
 - (b) configure your accredited voice system in accordance with the directions and guidelines that we provide you;
 - (c) configure all elements in your network (except for the network devices for your Managed WAN or Managed Data Network services, if you have such services);
 - (d) ensure that you complete all tests (including any installation tests) that we request you to do; and
 - (e) notify us if you no longer meet the minimum technical requirements.
- 2.37 If you are not able to meet the eligibility requirements or your obligations for a Telstra SIP Connect service, we may not be able to provide you with a Telstra SIP Connect service.
- 2.38 You must not change any routing configuration in a network device used with your Telstra SIP Connect unless you have our prior consent. If you ask us to re-configure a network device and your network, then we may charge you an additional charge which we will notify you of at that time.
- 2.39 You acknowledge that if you transfer your existing public telephone access to the Telstra SIP Connect service, you may experience outages to your existing service during the transfer process. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for any loss you may suffer as a result of such outages.
- 2.40 You acknowledge and agree that from time-to-time, we may need to implement planned outages to your Telstra SIP Connect service for general maintenance and upgrade purposes. If we think that an outage will affect your service, we will provide you with as much notice as possible before commencing any planned outages.
- 2.41 Some restrictions may apply to your Telstra SIP Connect service and we will notify you of these from time to time.

Term and Early Termination Charge

- 2.42 Your Telstra SIP Connect service starts when we first supply any part of your Telstra SIP Connect service to you and will continue for a term that you agree with us.
- 2.43 You may be required to pay us an early termination charge if, before the end of the agreed term:

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- (a) you cancel your Telstra SIP Connect service;
- (b) you cancel more than 30% of the simultaneous call capacity that you have at the time you cancel them; or
- (c) we cancel your Telstra SIP Connect service because you are in breach of these terms.

2.44 The early termination charge is an amount equal to 30% of the monthly service charges for your cancelled Telstra SIP Connect service in respect of the month in which you cancel them, multiplied by the number of months (or part thereof) remaining until the end of the agreed term.

2.45 You agree that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer if your Telstra SIP Connect service (or part of it) is cancelled.

2.46 If you cancel your Telstra SIP Connect service, you will need to separately cancel other services that you use in conjunction with your Telstra SIP Connect service.

Return of supplied equipment

2.47 Upon the expiry, termination or cancellation of your Telstra SIP Connect service, you will allow us to collect the supplied equipment.

2.48 If you do not allow us to collect the supplied equipment within 30 days of the date of expiry, termination or cancellation of your Telstra SIP Connect Services you must:

- (a) pay our cost reasonably incurred by us to collect the supplied equipment; or
- (b) if we are still unable to collect the supplied equipment after a reasonable period of time, pay us the greater of the market value and the written down book value as the determined by us acting reasonably.

Intellectual property rights

2.49 If we prepare any documents in relation to any part of your Telstra SIP connect service, then all Intellectual Property Rights connected with the design and those documents, including any network diagrams, management IP addresses and equipment configurations, remain with us at all times, and all information relating to documents becomes our confidential information.

2.50 We allow you to use, reproduce and modify the documents or other materials you receive as part of your Telstra SIP Connect service only while you receive the service and only for the purpose of using the service and meeting your obligations under Our Customer Terms.

2.51 You allow us to use, reproduce and modify (and allow us to allow anyone else to do the same) for any purpose, anywhere in the world any materials you provide to us in connection with your Telstra SIP Connect service.



2.52 You and we warrant to each other that our use of any materials provided by the other in relation to your Telstra SIP Connect service will not infringe any other person's Intellectual Property Rights in those materials or be a misuse of any person's confidential information. You and we (**Indemnifying Party**) indemnify each other (**Indemnified Party**) against all loss, damage, injury, claim, demand, cost or expense (**Loss**) the Indemnified Party suffers or incurs that arises naturally (that is, according to the usual course of things) as a result of any breach of the warranty above in this clause 2.52, except to the extent the breach is caused or contributed to by the Indemnified Party. The Indemnified Party must also take reasonable steps to mitigate its Loss suffered or incurred in connection with the relevant breach.

3 TBS SIP Connect

General

3.1 These terms must be read together with the Telstra SIP Connect terms outlined in Clause 2 above. If the Telstra SIP Connect terms are inconsistent with something in this section, then the TBS SIP Connect section applies instead of the Telstra SIP Connect terms to the extent of the inconsistency

Availability

3.2 TBS SIP Connect is not available for purchase by new customers from 27 April 2021.

What is TBS SIP Connect?

3.3 The TBS SIP Connect service allows you to connect a Telstra Business Systems ('TBS') fixed voice system that is accredited by us to the public telephone network via the Telstra IP Telephony platform and over a Telstra Next IP® network connection. We will tell you whether your voice system is an accredited voice system at the time you apply for your TBS SIP Connect service.

Eligibility

3.4 You may only obtain TBS SIP Connect if:

- (a) You provide proof that you have an ABN, ACN or ARBN at the time of signing up to your TBS SIP Connect service;
- (b) You have or connect a new eligible TBS service;
- (c) You pre-select Telstra to provide your local, national, international and fixed-to-mobile voice services;
- (d) You have an IP WAN or IP MAN service with us that can be configured and dimensioned to support IP voice calls. We will tell you whether your IP WAN or IP MAN service can be configured and dimensioned to support IP voice calls at the time you apply for your TBS SIP Connect service; and

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- (e) Your TBS and SIP Connect services are charged on the same single bill
- 3.5 You may also choose, but are not required, to connect your Telstra SIP Connect service through an ISDN interface device. This option is set out in section 5 below.
- 3.6 You will need to meet certain minimum technical requirements to obtain TBS SIP Connect, including having a voice system that has been accredited by Telstra for use with Telstra SIP Connect. You acknowledge that, from time to time, we may need to impose certain restrictions on your use of your TBS SIP Connect service. We will tell you about these minimum technical requirements and any applicable restrictions that we may impose at the time you apply for your TBS SIP Connect service.
- 3.7 TBS SIP Connect is not available to Telstra Wholesale customers or for resale. You cannot assign or re-supply TBS SIP Connect to a third party.

Features

- 3.8 The following call types are included as part of your TBS SIP Connect service:
 - (a) Standard local calls while in Australia
 - (b) National Long Distance (STD®) calls while in Australia
 - (c) Calls from your TBS SIP Connect fixed line service to mobiles in Australia
- 3.9 We will also provide you with the following as part of your TBS SIP Connect service:
 - (a) IP connectivity between your selected accredited voice system to the public telephone network;
 - (b) guidelines to assist you in designing and configuring your TBS SIP Connect service;
 - (c) a help desk to report problems with your Telstra SIP Connect service that will operate 24 hours a day, 7 days a week; and
 - (d) a user identification and password for a person you nominate as the administrator for your Telstra SIP Connect service.
- 3.10 You must choose the number of Voice Line Extensions ('VLEs') you require at the time of signing up to your TBS SIP Connect service.
- 3.11 You can only have one TBS SIP Connect service per site.
- 3.12 As part of your TBS SIP Connect service we will also provide to you the functionality to enable you to allow users of your Telstra SIP Connect service to make voice calls to other users of your SIP Connect service on your virtual private network. If we also provide you with a Telstra IP Telephony service, then, as part of your Telstra SIP Connect service, we will provide to you the functionality to enable you to allow users of your Telstra IP Telephony and Telstra SIP Connect

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services to make voice calls to other users of your Telstra IP Telephony or SIP Connect services on your virtual private network.

- 3.13 You must choose either the Business Trunks feature package or the Business Lines feature package for your TBS SIP Connect service. These feature packages provide the standard voice features of your Telstra SIP Connect service. The suitability of these feature packages for you will depend on your voice system and your particular functional requirements. We will work with you at the time of application to determine which feature pack is most appropriate for you.
- 3.14 If you choose the Business Trunks feature package, we will provide you with a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 3.15 If you choose the Business Lines feature package, we will provide you with the following
 - (a) a single number for each voice channel you purchase (additional single numbers can be purchased for an additional charge); and
 - (b) a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 3.16 You may also apply for the following optional feature packages in conjunction with your TBS SIP Connect service:
 - (a) the Mobility feature package;
 - (b) the Business Continuity feature package;
 - (c) Real Time Billing; and
 - (d) Telstra Business Resumption Service (Plus).
- 3.17 Each optional feature package has certain fixed features. We will notify you of those fixed features and any limitations that may apply to your chosen feature package(s) at the time you apply for them.
- 3.18 You may request additional optional feature packages or change an existing optional feature package at any time. If you wish to cancel an optional feature package, the date of cancellation will be the date we receive notification of the cancellation from you in writing.
- 3.19 The TBS SIP Connect voice channels must terminate locally in the same state or territory as your selected accredited voice system.
- 3.20 Additional features for your TBS SIP Connect service may become available from time to time. We may notify you of such features when they become available.
- 3.21 If you no longer meet the minimum technical requirements, then we may cancel your TBS SIP Connect service. If this happens, you will be responsible for re-configuring your equipment.



New Telephone numbers

- 3.22 If applicable we will provide telephone numbers to use with your TBS SIP Connect service:
- (a) in a single Block or multiple Blocks of 100 contiguous numbers; or
 - (b) if you have transferred or ported in a block or blocks of less than 100 numbers under clauses 3.23(b) or 3.27(e) - in sufficient numbers to make your existing numbers into a Block of 100 contiguous numbers. This is subject to the relevant numbers being available and us assessing whether it is technically feasible. Other than as specified in this clause 3.22(b), we will not provide telephone numbers in blocks of less than 100 contiguous numbers for use with the TBS SIP Connect service.

Transferring telephone numbers from an existing Telstra service

- 3.23 If you want to cancel an existing Telstra service to take up the TBS SIP Connect service and you want to keep your current numbers:
- (a) you can transfer your Block or Blocks of 100 contiguous numbers; or
 - (b) if you are transferring from CustomNet and currently have a block or blocks of less than 100 contiguous numbers, you can transfer your block or blocks of 10 contiguous numbers,

to your TBS SIP Connect service. This is subject to us assessing whether it is technically feasible. We will not accept transfers of blocks of less than 100 contiguous numbers for use with the TBS SIP Connect service other than in accordance with clause 3.22(b).

Working services

- 3.24 You are not required to have working services on all of the numbers associated with the Business Trunks feature package of your TBS SIP Connect service, the remainder can be left vacant for use at a later date.
- 3.25 You cannot reduce the size of any number Block associated with your TBS SIP Connect service to less than 100 telephone numbers by cancelling a proportion of your numbers. You can increase or decrease the number of working services within your number block allocations. We can vary the numbers in accordance with any national regulatory policy on numbering.
- 3.26 You can apply to share numbers within a Block of 100 contiguous numbers associated with your TBS SIP Connect service across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area. This is subject to us assessing whether it is technically feasible.



Local Number Portability

- 3.27 Local Number Portability is available as an option for customers who want to change their phone company and keep their existing telephone number. This process is known as porting. TBS SIP Connect customers are able to port out numbers from Telstra to another provider, or port in numbers from another provider to Telstra subject to the requirements of this section.
- 3.28 The following limitations apply to Local Number Portability for TBS SIP Connect:
- (a) Numbers used in connection with your TBS SIP Connect service cannot be ported out in blocks of less than 100 contiguous numbers. Your TBS SIP Connect group, and all telephone numbers within your TBS SIP Connect group, must be ported out at the same time.
 - (b) Partial number ranges within your TBS SIP Connect group may be ported out if the services are re-organised into separate groups before porting and the fragment to be ported is organised into a minimum Block of 100 contiguous telephone numbers. Re-organisation of the numbers within your TBS SIP Connect group is subject to us assessing whether it is technically feasible.
 - (c) Re-organisation of the numbers within your TBS SIP Connect group before porting requires reprogramming of your data group in TBS SIP Connect by Telstra. Any adds, moves and changes fee applies to programming work we do for you, which we will notify you of at the time you apply for your TBS SIP Connect service.
 - (d) Subject to clause 3.28(e) if you wish to port in telephone numbers from another provider to Telstra for use with your TBS SIP Connect service, the numbers must be ported in a single Block or multiple Blocks of 100 contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the TBS SIP Connect service.
 - (e) If you wish to port in a block of less than 100 contiguous telephone numbers from another provider to Telstra for use with your TBS SIP Connect service, and prior to the port those numbers are used in connection with a rebilled or ported CustomNet service, the numbers must be ported in a single block or multiple blocks of 10 contiguous numbers.
 - (f) We may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your TBS SIP Connect service. We may also require additional information from you to allow us to port telephone numbers to your TBS SIP Connect service, including information which validates your right to port the telephone numbers.
- 3.29 We charge you the following administrative charge if you wish to use Local Number Portability to port out a Telstra SIP Connect group to another provider:

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Local Number Portability administration charge	GST excl.
Batch charge for the first 100 numbers	\$763.64
Charge for each additional 100 numbers	\$352.00

- 3.30 We will not charge you to use Local Number Portability to port in telephone numbers to your TBS SIP Connect service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.

Changes to your TBS SIP Connect Service

- 3.31 If you ask us to make changes to your TBS SIP Connect service, we may charge you an adds, moves and changes fee, which we will notify you of at the time you apply for your TBS SIP Connect service.
- 3.32 You can increase the agreed minimum contract term for your TBS SIP Connect service and/or number of VLEs on your TBS SIP Connect service at any time without penalty.
- 3.33 If, during your agreed minimum contract term, you wish to move to a TBS SIP service with a lower minimum contract term or you wish to reduce the number of VLEs on your TBS SIP Connect service, you'll be charged the applicable cancellation rates set out in clause 3.43 to 3.45 below.

Charges

- 3.34 The charges for your TBS SIP Connect service (including for the feature packs set out in sections 3.14 to 3.16 are set out in your application form.
- 3.35 You can make a maximum of 400 outbound calls each month for each VLE that forms part of your TBS SIP Connect service. For calls made in excess of 400 each month, you'll be charged the standard BusinessLine Complete call rates set out in the Basic Telephone Service section of Our Customer Terms and ISDN section of our Customer Terms..
- 3.36 The charges for the outgoing calls that you make from your TBS SIP Connect service are, depending on your eligibility:
- (a) the BusinessLine Complete charges set out in the Basic Telephone Service section of Our Customer Terms and ISDN section of Our Customer Terms; or
 - (b) the charges set out in any separate agreement you have with us.

Minimum commitment

- 3.37 You must choose one of the following minimum contract terms for your TBS SIP Connect service

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- (a) 12 month term;
- (b) 24 month term; or
- (c) 36 month term

3.38 For clarity, there is no minimum term for the optional feature packages described in section 3.16.

Your obligations

3.39 If you wish to receive TBS SIP Connect, you must:

- (a) only use a voice system that has been accredited by us for use with TBS SIP Connect;
- (b) configure your accredited voice system in accordance with the directions and guidelines that we provide you;
- (c) configure all elements in your network (except for the network devices for your Managed WAN or Managed Data Network services, if you have such services);
- (d) ensure that you complete all tests (including any installation tests) that we request you to do; and
- (e) notify us if you no longer meet the minimum technical requirements.

3.40 If you are not able to meet the eligibility requirements or your obligations for a TBS SIP Connect service, we may not be able to provide you with a TBS SIP Connect service.

3.41 You acknowledge that if you transfer your existing public telephone access to the TBS SIP Connect service, you may experience outages to your existing service during the transfer process. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for any loss you may suffer as a result of such outages.

3.42 You acknowledge and agree that from time-to-time, we may need to implement planned outages to your TBS SIP Connect service for general maintenance and upgrade purposes. If we think that an outage will affect your service, we will provide you with as much notice as possible before commencing any planned outages.

3.43 Some restrictions may apply to your TBS SIP Connect service and we will notify you of these from time to time.

Term and Early Termination Charge

3.44 Your TBS SIP Connect service starts when we first supply any part of your TBS SIP Connect service to you and will continue for a term that you agree with us.

Our Customer Terms

Telstra SIP Connect section



- 3.45 You may be required to pay us an early termination charge if there are more than 6 months remaining in your agreed minimum contract term and
- (a) you cancel your TBS SIP Connect service;
 - (b) you cancel more than 30% of the simultaneous call capacity that you have at the time you cancel them; or
 - (c) we cancel your service because you are in breach of these terms.
- 3.46 The early termination charge is an amount equal to 30% of the monthly service charges for your cancelled TBS SIP Connect service in respect of the month in which you cancel them, multiplied by the number of months (or part thereof) remaining until the end of the agreed minimum contract term.
- 3.47 You agree that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer if your TBS SIP Connect service (or part of it) is cancelled.
- 3.48 If you cancel your Telstra SIP Connect service before the end of your agreed minimum contract term, you will need to separately cancel other services that you use in conjunction with your TBS SIP Connect service.

Return of supplied IAD (Integrated Access Device)

- 3.49 Upon the expiry, termination or cancellation of your TBS SIP Connect service, you will allow us to collect the supplied IAD.
- 3.50 If you do not allow us to collect the supplied IAD within 30 days of the date of expiry, termination or cancellation of your TBS SIP Connect Services you must:
- (a) pay our cost reasonably incurred by us to collect the supplied IAD; or
 - (b) if we are still unable to collect the supplied IAD after a reasonable period of time, pay us the greater of the market value and the written down book value as the determined by us acting reasonably.

Intellectual property rights

- 3.51 If we prepare any documents in relation to any part of your TBS SIP connect service, then all Intellectual Property Rights connected with the design and those documents, including any network diagrams, management IP addresses and equipment configurations, remain with us at all times, and all information relating to documents becomes our confidential information.
- 3.52 We allow you to use, reproduce and modify the documents or other materials you receive as part of your TBS SIP Connect service only while you receive the service and only for the purpose of using the service and meeting your obligations under Our Customer Terms.
- 3.53 You allow us to use, reproduce and modify (and allow us to allow anyone else to do the same) for any purpose, anywhere in the world any materials you provide to us in connection with your TBS SIP Connect service.



3.54 You and we warrant to each other that our use of any materials provided by the other in relation to your TBS SIP Connect service will not infringe any other person's Intellectual Property Rights in those materials or be a misuse of any person's confidential information. You and we (**Indemnifying Party**) indemnify each other (**Indemnified Party**) against all loss, damage, injury, claim, demand, cost or expense (**Loss**) the Indemnified Party suffers or incurs that arises naturally (that is, according to the usual course of things) as a result of any breach of the warranty above in this clause 3.54, except to the extent the Loss is caused or contributed to by the Indemnified Party. The Indemnified Party must also take reasonable steps to mitigate its Loss suffered or incurred in connection with the relevant breach.

4 SIP Complete

General

4.1 These terms must be read together with the Telstra SIP Connect terms outlined in section 2 above. If the Telstra SIP Connect terms are inconsistent with something in this section, then the SIP Complete section applies instead of the Telstra SIP Connect terms to the extent of the inconsistency

What is SIP Complete?

4.2 The SIP Complete service allows you to connect a Telstra Business Systems ('TBS') fixed voice system that is accredited by us to the public telephone network via the Telstra IP Telephony platform and over a Telstra Next IP® network connection. We will tell you whether your voice system is an accredited voice system at the time you apply for your SIP Complete service.

Eligibility

4.3 You may only obtain SIP Complete if:

- (a) You provide proof that you have an ABN, ACN or ARBN at the time of signing up to your SIP Complete service;
- (b) You have or connect a new eligible TBS service;
- (c) You pre-select Telstra to provide your local, national, international and fixed-to-mobile voice services;
- (d) You have an IP WAN or IP MAN service with us that can be configured and dimensioned to support IP voice calls. We will tell you whether your IP WAN or IP MAN service can be configured and dimensioned to support IP voice calls at the time you apply for your SIP Complete service; and
- (e) Your SIP Complete and SIP Connect services are charged on the same single bill

4.4 You may also choose, but are not required, to connect your Telstra SIP Connect service through an ISDN interface device. This option is set out in section 5 below.

Our Customer Terms

Telstra SIP Connect section



4.5 You will need to meet certain minimum technical requirements to obtain SIP Complete, including having a voice system that has been accredited by Telstra for use with Telstra SIP Connect. You acknowledge that, from time to time, we may need to impose certain restrictions on your use of your SIP Complete service. We will tell you about these minimum technical requirements and any applicable restrictions that we may impose at the time you apply for your SIP Complete service.

4.6 SIP Complete is not available to Telstra Wholesale customers or for resale. You cannot assign or re-supply SIP Complete to a third party.

Features

4.7 The following call types are included as part of your SIP Complete service:

- (a) Standard local calls while in Australia
- (b) National Long Distance (STD®) calls while in Australia
- (c) Calls from your SIP Complete fixed line service to mobiles in Australia

4.8 We will also provide you with the following as part of your SIP Complete service:

- (a) IP connectivity between your selected accredited voice system to the public telephone network;
- (b) guidelines to assist you in designing and configuring your SIP Complete service;
- (c) a help desk to report problems with your Telstra SIP Complete service that will operate 24 hours a day, 7 days a week; and
- (d) a user identification and password for a person you nominate as the administrator for your Telstra SIP Complete service.

4.9 You must choose the number of Voice Line Extensions ('VLEs') you require at the time of signing up to your SIP Complete service.

4.10 You can only have one SIP Complete service per site.

4.11 As part of your SIP Complete service we will also provide to you the functionality to enable you to allow users of your Telstra SIP Connect service to make voice calls to other users of your SIP Connect service on your virtual private network. If we also provide you with a Telstra IP Telephony service, then, as part of your Telstra SIP Connect service, we will provide to you the functionality to enable you to allow users of your Telstra IP Telephony and Telstra SIP Connect services to make voice calls to other users of your Telstra IP Telephony or SIP Connect services on your virtual private network.

4.12 You must choose either the Business Trunks feature package or the Business Lines feature package for your SIP Complete service. These feature packages provide the standard voice features of your Telstra SIP Connect service. The suitability of these

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Telstra SIP Connect section



feature packages for you will depend on your voice system and your particular functional requirements. We will work with you at the time of application to determine which feature pack is most appropriate for you.

- 4.13 If you choose the Business Trunks feature package, we will provide you with a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 4.14 If you choose the Business Lines feature package, we will provide you with the following
- (a) a single number for each voice channel you purchase (additional single numbers can be purchased for an additional charge); and
 - (b) a number of fixed features. We will notify you of those fixed features and any limitations that may apply at the time you apply for them.
- 4.15 You may also apply for the following optional feature packages in conjunction with your SIP Complete service:
- (a) the Mobility feature package;
 - (b) the Business Continuity feature package;
 - (c) Real Time Billing; and
 - (d) Telstra Business Resumption Service (Plus).
- 4.16 Each optional feature package has certain fixed features. We will notify you of those fixed features and any limitations that may apply to your chosen feature package(s) at the time you apply for them.
- 4.17 You may request additional optional feature packages or change an existing optional feature package at any time. If you wish to cancel an optional feature package, the date of cancellation will be the date we receive notification of the cancellation from you in writing.
- 4.18 The SIP Complete voice channels must terminate locally in the same state or territory as your selected accredited voice system.
- 4.19 Additional features for your SIP Complete service may become available from time to time. We may notify you of such features when they become available.
- 4.20 If you no longer meet the minimum technical requirements, then we may cancel your SIP Complete service. If this happens, you will be responsible for re-configuring your equipment.

New Telephone numbers

- 4.21 If applicable we will provide telephone numbers to use with your SIP Complete service:



- (a) in a single Block or multiple Blocks of 100 contiguous numbers; or
- (b) if you have transferred or ported in a block or blocks of less than 100 numbers under clauses 4.23(b) or 4.27(e) - in sufficient numbers to make your existing numbers into a Block of 100 contiguous numbers. This is subject to the relevant numbers being available and us assessing whether it is technically feasible. Other than as specified in this clause 4.22(b), we will not provide telephone numbers in blocks of less than 100 contiguous numbers for use with the SIP Complete service.

Transferring telephone numbers from an existing Telstra service

4.22 If you want to cancel an existing Telstra service to take up the SIP Complete service and you want to keep your current numbers:

- (a) you can transfer your Block or Blocks of 100 contiguous numbers; or
- (b) if you are transferring from CustomNet and currently have a block or blocks of less than 100 contiguous numbers, you can transfer your block or blocks of 10 contiguous numbers, to your SIP Complete service. This is subject to us assessing whether it is technically feasible.

4.23 We will not accept transfers of blocks of less than 100 contiguous numbers for use with the SIP Complete service other than in accordance with clause 4.22(b).

Working services

4.24 You are not required to have working services on all of the numbers associated with the Business Trunks feature package of your SIP Complete service, the remainder can be left vacant for use at a later date.

4.25 You cannot reduce the size of any number Block associated with your SIP Complete service to less than 100 telephone numbers by cancelling a proportion of your numbers. You can increase or decrease the number of working services within your number block allocations. We can vary the numbers in accordance with any national regulatory policy on numbering.

4.26 You can apply to share numbers within a Block of 100 contiguous numbers associated with your SIP Complete service across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area. This is subject to us assessing whether it is technically feasible.

Local Number Portability

4.27 Local Number Portability is available as an option for customers who want to change their phone company and keep their existing telephone number. This process is known as porting. SIP Complete customers are able to port out numbers from Telstra to another provider, or port in numbers from another provider to Telstra subject to the requirements of this section.

4.28 The following limitations apply to Local Number Portability for SIP Complete:

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- (a) Numbers used in connection with your SIP Complete service cannot be ported out in blocks of less than 100 contiguous numbers. Your SIP Complete group, and all telephone numbers within your SIP Complete group, must be ported out at the same time.
- (b) Partial number ranges within your SIP Complete group may be ported out if the services are re-organised into separate groups before porting and the fragment to be ported is organised into a minimum Block of 100 contiguous telephone numbers. Re-organisation of the numbers within your SIP Complete group is subject to us assessing whether it is technically feasible.
- (c) Re-organisation of the numbers within your SIP Complete group before porting requires reprogramming of your data group in SIP Complete by Telstra. Any adds, moves and changes fee applies to programming work we do for you, which we will notify you of at the time you apply for your SIP Complete service.
- (d) Subject to clause 4.28(e) if you wish to port in telephone numbers from another provider to Telstra for use with your SIP Complete service, the numbers must be ported in a single Block or multiple Blocks of 100 contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the SIP Complete service.
- (e) If you wish to port in a block of less than 100 contiguous telephone numbers from another provider to Telstra for use with your SIP Complete service, and prior to the port those numbers are used in connection with a rebilled or ported CustomNet service, the numbers must be ported in a single block or multiple blocks of 10 contiguous numbers.
- (f) We may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your SIP Complete service. We may also require additional information from you to allow us to port telephone numbers to your SIP Complete service, including information which validates your right to port the telephone numbers.

4.29 We charge you the following administrative charge if you wish to use Local Number Portability to port out a Telstra SIP Connect group to another provider:

Local Number Portability administration charge	GST excl.
Batch charge for the first 100 numbers	\$763.64
Charge for each additional 100 numbers	\$352.00

4.30 We will not charge you to use Local Number Portability to port in telephone numbers to your SIP Complete service from other providers. You should check with the other provider for any charges and terms which apply to porting of your number from that provider.



Changes to your SIP Complete Service

- 4.31 If you ask us to make changes to your SIP Complete service, we may charge you an adds, moves and changes fee, which we will notify you of at the time you apply for your SIP Complete service.
- 4.32 You can increase the agreed minimum contract term for your SIP Complete service and/or number of VLEs on your SIP Complete service at any time without penalty.
- 4.33 If, during your agreed minimum contract term, you wish to move to a SIP Complete service with a lower minimum contract term or you wish to reduce the number of VLEs on your SIP Complete service, you'll be charged the applicable cancellation rates set out in clause 4.43 to 4.45 below.

Charges

- 4.34 The charges for your SIP Complete service (including for the feature packs set out in sections 4.14 to 4.16) are set out in your application form.
- 4.35 You can make unlimited calls with SIP Complete.
- 4.36 The charges for any other outgoing call types such as calls to 1300 and 1300 numbers, premium number and international calls that you make from your SIP Complete service are:
 - (a) set out in Our Customer Terms; or
 - (b) the charges set out in any separate agreement you have with us.

Minimum commitment

- 4.37 You must choose one of the following minimum contract terms for your SIP Complete service
 - (a) 12 month term;
 - (b) 24 month term; or
 - (c) 36 month term
- 4.38 For clarity, there is no minimum term for the optional feature packages described in section 4.16.

Your obligations

- 4.39 If you wish to receive SIP Complete, you must:
 - (a) only use a voice system that has been accredited by us for use with SIP Complete;
 - (b) configure your accredited voice system in accordance with the directions and guidelines that we provide you;

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- (c) configure all elements in your network (except for the network devices for your Managed WAN or Managed Data Network services, if you have such services);
 - (d) ensure that you complete all tests (including any installation tests) that we request you to do; and
 - (e) notify us if you no longer meet the minimum technical requirements.
- 4.40 If you are not able to meet the eligibility requirements or your obligations for a SIP Complete service, we may not be able to provide you with a SIP Complete service.
- 4.41 You acknowledge that if you transfer your existing public telephone access to the SIP Complete service, you may experience outages to your existing service during the transfer process. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable for any loss you may suffer as a result of such outages.
- 4.42 You acknowledge and agree that from time-to-time, we may need to implement planned outages to your SIP Complete service for general maintenance and upgrade purposes. If we think that an outage will affect your service, we will provide you with as much notice as possible before commencing any planned outages.
- 4.43 Some restrictions may apply to your SIP Complete service and we will notify you of these from time to time.

Term and Early Termination Charge

- 4.44 Your SIP Complete service starts when we first supply any part of your SIP Complete service to you and will continue for a term that you agree with us.
- 4.45 You may be required to pay us an early termination charge if there are more than 6 months remaining in your agreed minimum contract term and
- (a) you cancel your SIP Complete service;
 - (b) you cancel more than 30% of the simultaneous call capacity that you have at the time you cancel them; or
 - (c) we cancel your service because you are in breach of these terms.
- 4.46 The early termination charge is an amount equal to 30% of the monthly service charges for your cancelled SIP Complete service in respect of the month in which you cancel them, multiplied by the number of months (or part thereof) remaining until the end of the agreed minimum contract term.
- 4.47 You agree that the early termination charge is a genuine pre-estimate of the loss we are likely to suffer if your SIP Complete service (or part of it) is cancelled.
- 4.48 If you cancel your Telstra SIP Connect service before the end of your agreed minimum contract term, you will need to separately cancel other services that you use in conjunction with your SIP Complete service.



Return of supplied IAD (Integrated Access Device)

- 4.49 Upon the expiry, termination or cancellation of your SIP Complete service, you will allow us to collect the supplied IAD.
- 4.50 If you do not allow us to collect the supplied IAD within 30 days of the date of expiry, termination or cancellation of your SIP Complete service you must:
- (a) pay our cost reasonably incurred by us to collect the supplied IAD; or
 - (b) if we are still unable to collect the supplied IAD after a reasonable period of time, pay us the greater of the market value and the written down book value as determined by us acting reasonably.

Intellectual property rights

- 4.51 If we prepare any documents in relation to any part of your SIP Complete service, then all Intellectual Property Rights connected with the design and those documents, including any network diagrams, management IP addresses and equipment configurations, remain with us at all times, and all information relating to documents becomes our confidential information.
- 4.52 We allow you to use, reproduce and modify the documents or other materials you receive as part of your SIP Complete service only while you receive the service and only for the purpose of using the service and meeting your obligations under Our Customer Terms.
- 4.53 You allow us to use, reproduce and modify (and allow us to allow anyone else to do the same) for any purpose, anywhere in the world any materials you provide to us in connection with your SIP Complete service.
- 4.54 You and we warrant to each other that our use of any materials provided by the other in relation to your SIP Complete service will not infringe any other person's Intellectual Property Rights in those materials or be a misuse of any person's confidential information. You and we (**Indemnifying Party**) indemnify each other (**Indemnified Party**) against all loss, damage, injury, claim, demand, cost or expense (**Loss**) the Indemnified Party suffers or incurs that arises naturally (that is, according to the usual course of things) as a result of any breach of the warranty above in this clause 4.54, except to the extent the Loss is caused or contributed to by the Indemnified Party. The Indemnified Party must also take reasonable steps to mitigate its Loss suffered or incurred in connection with the relevant breach.

5 Equipment

Equipment we will supply

- 5.1 You may choose to have your Telstra SIP Connect service connected to your voice system via an ISDN Basic Rate or Primary Rate interface. If you choose this option, we will supply you with one Integrated Access Device ("**IAD**") per Telstra SIP Connect service ("**supplied equipment**") at an additional cost. We will advise you

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of the features of the ISDN Basic Rate and Primary Rate IADs, and the cost of those IADs, at the time you select this option.

- 5.2 At the time of your application, there may be a range of IADs available. We will inform you of the range at the time you order your Telstra SIP Connect service.

Your obligations

- 5.3 You are responsible for the security of the supplied equipment once it is delivered to the site. If the supplied equipment is delivered to you prior to installation, you are responsible for making the supplied equipment available for installation. If the supplied equipment is not available for installation or if your site is not ready for installation and as a result we need to reschedule installation, we may charge you for any additional costs we incur.
- 5.4 You:
- (a) must only use the supplied equipment with the Telstra SIP Connect service and in accordance with our directions;
 - (b) must provide proper accommodation for the supplied equipment less than two metres from your switching infrastructure, including:
 - (i) a double power point within 1 metre of the supplied equipment prior to the date that the supplied equipment is to be installed;
 - (ii) racks or shelving in a clean, dust free, temperature controlled environment;
 - (iii) minimising electrostatic interference with the supplied equipment; and
 - (iv) a secure and dry environment for the supplied equipment where it is safe from damage or loss;
 - (c) must comply with our directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
 - (d) must take proper care of the supplied equipment to ensure that the supplied equipment is not damaged, destroyed or stolen while it is in your possession or control;
 - (e) must not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except by us or by a person authorised by us; and
 - (f) must not remove, cover, alter or otherwise tamper with any labels affixed to the supplied equipment for the purpose of identifying the supplied equipment, warranty, service coverage or other service description relevant to this SIP Connect section.



Defects

- 5.5 If a defect or fault is caused by accidental damage, operator error or improper or negligent use of the supplied equipment by you or any other person (other than us) or where you do not comply with 5.4 above, then we may repair the defect or fault at your expense. We will tell you about the costs before we repair the defect or fault.

Damage

- 5.6 You must reimburse us for all costs reasonably incurred by us in installing any replacement supplied equipment, re-installing, repairing or replacing (at our option) any supplied equipment that is damaged, destroyed, lost, stolen or otherwise required as a result of your actions or your breach of Our Customer Terms. Where possible we will provide an estimate of the likely costs before incurring them.

Access to your premises

- 5.7 You agree to permit us or our subcontractors to enter your premises on reasonable notice to install, inspect, maintain, repair, replace or remove the supplied equipment including, without limitation, providing safe and reasonable access, working space and facilities including heat, light, ventilation, electric current and outlets and local telephone extension, and reasonable access to your network and systems and personnel as required to carry out the installation, inspection, maintenance, repair, replacement or removal. For clarity, your obligations in the clause apply following the expiry, cancellation or termination of your Telstra SIP Connect service to allow us to recover the supplied equipment in accordance with sections 2.47, 3.48 and 4.48.
- 5.8 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

Title in the supplied equipment

- 5.9 No title in the supplied equipment passes to you at any time, except as otherwise provided in this section of Our Customer Terms. You must not attempt to sell, dispose or encumber the title in the supplied equipment unless as otherwise provided in this section of Our Customer Terms.

6 Service levels

- 6.1 We aim to meet the service levels set out in this Telstra SIP Connect section. However, these service levels are only indicative and, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee that we will meet these service levels.

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Target provisioning times

- 6.2 Our target provisioning and change times start on the date that we have received all the information we reasonably require from you and end on the completion of provisioning.
- 6.3 Our target provisioning and change times are indicative only. Actual provisioning and change times may be affected by a number of factors including:
- (a) the availability of equipment and network infrastructure;
 - (b) you giving us sufficient and timely access to your premises and equipment in order to undertake the provisioning or change;
 - (c) the size, scale and location of your provisioning or change request; and
 - (d) any other factor that is beyond our reasonable control.
- 6.4 If your provisioning or change request is located in a rural area, different target provisioning and change times may apply. We will tell you these if you request this information.
- 6.5 We will aim, but do not guarantee, to provision a new Telstra SIP Connect service involving standard installation and connection within 20 business days.
- 6.6 To avoid any doubt, the target provisioning time in section 6.5 does not include any related products that you may order to support your Telstra SIP Connect service, such as a Telstra IP MAN or IP WAN.

Target response and restoration times

- 6.7 The Service Assurance Levels are indicative of our targets for response and restoration times for the Telstra SIP Connect service.
- 6.8 The standard Service Assurance Level for Telstra SIP Connect is Business Plus.
- 6.9 The terms upon which we provide services at the Business Plus Service Levels are set out in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).
- 6.10 Enhanced Service Assurance Levels may be available to you upon application to us. Additional charges apply and we will advise you of those charges when you apply for the Enhanced Service Assurance Levels.
- 6.11 If you are entitled to a Service Rebate, you must claim the Service Rebate within 60 days of becoming entitled to it. You waive your right to claim the Service Rebate if you do not claim the Service Rebate within this time period.
- 6.12 Despite any other clause of Our Customer Terms, if we have supplied you with either a Primary Rate or Basic Rate IAD with your Telstra SIP Connect service and we, in our sole discretion, consider it necessary or desirable to replace that IAD to



restore your Telstra SIP Connect service, we will aim to replace the IAD and restore your Telstra SIP Connect service by the end of Business Hours on the:

- (a) Business Day following the day we commence replacement of the IAD, for services located in urban areas;
- (b) second Business Day following the day we commence replacement of the IAD if you reside in a rural area; and
- (c) third Business Day following the day we commence replacement of the IAD if you reside in a remote area.

6.13 We will assess your area of residence at our discretion.

6.14 We may require remote access to your IAD in order to restore your Telstra SIP Connect service. You must provide us with that remote access to your IAD when we ask you, and the target response and restoration times set out in sections 6.7 to 6.12 will be extended by the amount of time that lapses before you have done so.

6.15 We do not provide service levels for any aspect of the SIP Connect service used over an Internet Access Service.

7 Special meanings

7.1 The following words have the following meanings:

Block, in relation to a block of 100 contiguous numbers, means a range of contiguous numbers ending with the digits “00” through to “99”.

Business Days means Monday to Friday and excludes public holidays.

Business Hours means the hours between 9.00am and 5.30pm on each business day.

Business plus has the meaning given to it in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Service rebate has the meaning given to it in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).