

1. Local Number Portability

1.1 The Porting of your Phone Number will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code – Local Number Portability ACIF C540 September 1999" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the Standard Agreement you may Port your Phone Number from your previous Supplier to Bell Networks if that Phone Number is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA.

1.2 If you wish to Port your Phone Number from Bell Networks to another supplier, then you must contact that other Supplier. Porting from Bell Networks to another Supplier will be conducted in accordance with the LNP Code and any other bilateral agreements.

1.3 In order for Bell Networks to Port your Phone Number you must complete and sign the Customer Authority Form (PAF/CAF), which also includes authority for an Emergency Return. In order for the Port to proceed this form must be completed in accordance with the LNP Code and any other bilateral arrangements.

1.4 In accordance with the LNP Code, a request for Porting shall be rejected if:

- ✚ The request is for the Porting of Out of Area Numbers;
- ✚ The request is for the Porting of a Non-Portable telephone number;
- ✚ The LNP Code requires the request to be rejected; or
- ✚ Bell Networks cannot otherwise provide portability for that Phone Number in that circumstance.

1.5 Bell Networks is able to provide you with the facility to implement the Porting of your telephone number(s) outside of your normal business hours of operation, if required. Bell Networks will require access to your premises for the porting implementation. Failure to provide access to your premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:

- ✚ The Porting implementation not being completed within the agreed implementation schedule; and
- ✚ Loss of existing service.

1.6 Bell Networks cannot Port your Phone Number and move the address of your phone number on the same day.

1.7 If your Phone Number(s) is inactive at the time of the Porting by Bell Networks, you must notify Bell Networks as soon as the phone number(s) becomes active.

1.8 Bell Networks reserves the right to charge you for the Porting of a Phone Number.

1.9 You acknowledge that by Porting the Telephone Number, any DSL Spectrum Sharing Service associated with that Telephone Number is disconnected and may result in finalisation of the Customer's DSL/Spectrum Sharing account for the service.

2.0 You acknowledge that although you have the right to Port your Telephone Number(s) to Bell Networks, there may be costs and obligations associated with the Port which may include early termination fees and Porting Fees.

3. EMERGENCY RETURN

3.1 Prior to Signing the porting authority form, you must negotiate and agree with your previous supplier regarding the service that could be provided in the event that an Emergency Return is required.

3.2 If you have Ported your Phone Number away from Bell Networks, the terms and conditions set out in this Standard Agreement will apply to Service in the event that an Emergency Return to Bell Networks is required.

3.3 In the event of an Emergency Return to your previous Supplier, you may experience an extended period of outage whilst the Service from your Supplier is restored.

3.4 Bell Networks will endeavour to assist you in the event of an Emergency Return to Bell Networks, in which you may experience an extended period of outage whilst the telephone numbers from Bell Networks is being restored.

3.5 Acting in accordance with the LNP Code and any other bilateral agreements, in the event of an Emergency Return to your previous supplier, Bell Networks:

- ✚ Will notify your previous Supplier of the Emergency Return equipment; and
- ✚ Is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Bell Networks)

3.6 In the event of an Emergency Return to Bell Networks; Bell Networks:

- ✚ Is not responsible for any period of outage;
- ✚ Is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Bell Networks)

4. Number Porting Responsibilities

4.1 You must support Bell Networks in booking your PABX maintainer for the port cut-over if requested, and agree to a port-cut-over time outlined in an Implementation Schedule.

4.2 Bell Networks may request you to perform a Customer Site Audit of the services to be ported to Bell Networks. You may be required to provide a signed, written report of the services to be ported to Bell Networks. If the information is incorrect then your port may fail or need to be rescheduled and a Port Reschedule Charge will apply.

4.3 Where you require the Local Number Porting cut-over process to take place outside the 8am-5pm on Business Days (After Hours Cut Over), an after hours cut-over charge of \$450 (\$495 GST Inclusive) may apply.

4.4 Once your Local Number Porting time is agreed in the Implementation Schedule, a Port Re-Scheduling Charge will apply where:

- ✚ You or your PABX maintainer request a re-schedule with less than 10 business days notice
- ✚ You or your PABX maintainer do not arrive at least 60 minutes prior to the porting start time detailed in the agreed Implementation Schedule, or
- ✚ Incorrect information provided by you or your PABX maintainer in the customer site audit causes the port to be rescheduled.

4.5 The following Port Rescheduling Charge is payable:

- ✚ Rescheduling a port of up to 10 lines: \$450 (ex GST)
- ✚ Rescheduling a port of up to 10-20 lines: \$900 (ex GST)
- ✚ Rescheduling a port of over 20 lines: \$2000 (ex GST)

5. Interim Call Rates & Charges

5.1 During the time between the date you have signed this agreement, and the cut-over/porting to your Bell Networks Multiline Service, your call rates will be as per the contract agreed, however service line rental will be charged as follows:

- ✚ PSTN Lines: \$31.77 per month (Ex GST)
- ✚ ISDN 2: \$57.72 per month (Ex GST)
- ✚ ISDN 10: \$251.02 per month (Ex GST)
- ✚ ISDN 20: \$502.04 per month (Ex GST)
- ✚ ISDN 30: \$753.06 per month (Ex GST)

Please sign to acknowledgement of these terms & conditions

Signed: _____

Name: _____

Date: _____