



## APPLICATION FOR SERVICE ISDN Data for Video Conferencing

Please return by fax to: 03 9821 4924 or call 1300 73 73 14 for assistance

### Customer & Site Details

Customer is (please tick)  Company  Partnership  Individual

Full Name: ABN:

Address:

Suburb: State: Postcode:

Authorised Person: Title:

Phone: Fax: Email:

New Customer  Existing Customer

### Billing Details

**Option 1**  New Billing Arrangement **Option 2**  Existing Billing Arrangement

Billing Name:

Address:

Suburb: State: Postcode:

Contact Name: Title:

Phone: Fax: Email:

### 0014 Service Access for International ISDN Data for Video Conferencing

Customer Access is via manually dialling of 0014, followed by international destination number.

Customer to program Video Conferencing equipment for insertion of 0014 access code.

### 0014 Service Access for National ISDN Data for Video Conferencing

Customer Access is via manually dialling of 0014, followed by national destination number.

Customer to program Video Conferencing for insertion of 0014 access code.



## Terms & Conditions

These are the terms on which **GLOBE TELECOM PTY LTD** ABN 57 104 333 600 of Level 8, 499 St.Kilda Road, Melbourne, Victoria, 3004 ("Globe") supplies a Service to a Customer

"**Agreement**" references to this Agreement are to these terms, and where the context allows, to a Service Contract of which it forms part; "**Act**" means the Telecommunications Act 1997; "**Application**" means an application for Services by a Customer to Globe; "**Charges**" means amounts payable by a Customer for Services; "**Confidential Information**" means all non-public information of a party which, might be of use to competitors or harmful to the party or its customers and includes the terms of each Service Contract; "**Customer**" means a person who submits an Application or to whom Globe supplies a Service; "**Due Date**" means, unless a Service Contract specifies another date, the date which is 14 days after the date of the Invoice on which that Charge first appears; "**Equipment**" means any hardware, software or other infrastructure used in connection with a Service; "**GST**" means goods and services tax; "**Invoice**" means an account rendered by Globe for Charges; "**Other Supplier**" means Primus Telecommunications (Australia) Pty Ltd or other third party carrier or other supplier of goods or services in relation to the Services; "**Service**" means each telecommunications service provided by Globe to the Customer; "**Service Contract**" means a contract for the supply of a Service, comprising the terms and conditions of this Agreement and the Service Schedule, if any, applicable to that Service; "**Service Schedule**" means a schedule to this Agreement as varied or otherwise the terms stated by Globe as being applicable to a Service; "**Site**" means a location owned, occupied or used by Customer at which there is Equipment or to which Globe provides Services.

**SERVICES** Globe will provide Services to the Customer on the terms of the Service Contract applicable to that Service. Globe may use the Network and facilities and services of Other Suppliers as Globe sees fit. Customer can only commence using the Service provided by Globe, once Globe has notified Customer by fax or e-mail that Customer is authorised to begin using the service. If customer wishes to add new or vary existing telephone numbers to the Service, Customer can only commence using such numbers, once Globe has notified Customer by e-mail or fax, that Customer is authorised to do so.

**CHARGES** The Charges for each Service will be as specified in the Service Schedule or as fixed by Globe from time to time. Customer will pay Globe the Charges by the Due Date. Customer is responsible for Charges arising out of the use of a Service by any person, whether with or without the consent of the Customer. If a Service is used to access the facilities or services of an Other Supplier, amounts charged by that Other Supplier are, unless otherwise agreed, the responsibility of the Customer. If any Charge is not expressed to be GST inclusive, the Customer will also pay to Globe the amount of GST. Globe may charge to Customer a late payment fee if an Invoice is not paid in full by the Due Date. Globe may also charge interest at the rate in the Penalty Interest Rates Act 1983. Globe cannot bill Customer for Service until an application for service has been made by customer and that application has been accepted and approved by Globe and Customer has been notified by e-mail or fax of the acceptance and successful provisioning of the service. Globe will not be responsible for any call charges, from any other provider, incurred by Customer prior to Globe providing authorisation to use the Service.

**INVOICES** Globe will usually render Invoices at monthly intervals. Unless shown to be incorrect, an Invoice is sufficient evidence of the Services and the Charges to which it relates.

**CUSTOMER OBLIGATIONS** Customer will not use a Globe Service other than as authorised by Globe. Customer will not resupply a Service, except with the consent of Globe. Customer must not use a Service to annoy, harass or harm any person; in any way that is illegal or that may expose the Customer or Globe to legal liability. Customer agrees, for the benefit of Other Suppliers, as well as for Globe, as follows in this clause. Customer will not do or allow anything, which will damage or interfere with any Equipment provided by Other Suppliers ("Other Supplier Infrastructure"); and will provide safe access to Other Suppliers (and to Globe) to each Site. It will not without appropriate authority, connect to or allow to be connected to Other Supplier Infrastructure any Equipment which does not meet all applicable standards. It will comply with requirements of Other Suppliers notified to the Customer by Globe.

**TERMINATION** Each Service will continue until it is terminated under this clause. Subject to any applicable minimum term or fixed period, either party can terminate a Service at any time on not less than 30 days notice to the other party. Globe may terminate, or may suspend for such period as Globe sees fit, any or all Services if the Customer dies or becomes insolvent or bankrupt or has a receiver, manager, administrator or liquidator appointed; or fails to pay any Charge by the Due Date; or if the Customer is in breach of any terms and conditions; or the Customer vacates a Site or ceases to use a Service without the prior approval of Globe; or if Globe forms the opinion that such action is necessary to maintain, repair or protect any part of the Globe Services.

**WARRANTIES** Except to the extent required by law under the Trade Practices Act 1974 and any other applicable legislation ("by statute"), all conditions and warranties and representations, which might otherwise have been implied into this Agreement or any Service Contract or otherwise in relation to the provision of any of the Services, are excluded and, without limitation, Globe does not warrant that any Service will be continuous or fault free.

**LIMITATION OF LIABILITY** Subject to any liability imposed by statute which cannot be excluded, the liability of Globe to the Customer, whether in contract or tort, is limited, at the option of Globe, if the claim relates to goods, to repair or replacement of the goods or payment of the cost of having the goods replaced; and if the claim relates to services, to supplying the services again or payment of the cost of having the services supplied again. Subject to any liability imposed by statute which cannot be excluded, Globe will not be liable to the Customer, in contract or in tort or otherwise, for any indirect, secondary or consequential loss or damage, including loss of profits or anticipated savings or loss of opportunity.

**INTELLECTUAL PROPERTY** Globe is the owner of all intellectual property rights, present and future, in all things related to the Globe Services.

**CONFIDENTIAL INFORMATION** Subject to this Agreement, each party agrees to keep in confidence and must not use or disclose any Confidential Information of the other party. This clause will not prevent Globe disclosing this Agreement to anyone undertaking due diligence enquiries or the like in relation to transactions to which Globe is a party.

**FORCE MAJEURE** Globe is not responsible for any failure or delay in its performance of any obligation under this Agreement to the extent that the failure or delay is beyond the reasonable control of Globe.

**VARIATION** Subject to the Act, Globe reserves the right to vary any of the terms of any Service Contract.

**NOTICES** A notice under this Agreement may be given to a party at the registered office (of a corporation); the fax number, email address or postal address specified in an Application or the latest one that the party has notified in writing to the other party as its address for notices. In addition, Globe may give a notice, by displaying it on its website and notifying the Customer of the address of the website.

**GENERAL** This Agreement contains the whole agreement between the parties. The law of Victoria will govern this Agreement. Customer will not transfer or assign any of its rights under this Agreement without the consent of Globe. Globe may assign all or any of its rights under this Agreement without reference to Customer.

**STANDARD FORM OF AGREEMENT** If after the start of this Agreement, a standard form of agreement formulated by Globe for the purposes of section 479 of the Act ("SFOA") comes into force in respect of a Service of the type which is the subject of a Service Contract, the terms and conditions of that SFOA will apply from then to the supply of that Service, as well as or instead of these terms and conditions, as the context requires.

## Estimated Monthly Spend (using Globe Telecom Rates)

0014 International ISDN Video Conferencing: \$

0014 National ISDN Video Conferencing: \$

## Billing Options

Password: (Optional)

- Total Bill including call details in Paper
- Summary in Paper, call details in Text File
- Total Bill including call details in PDF
- Summary in PDF, call details in Text File

## Management Summaries

- Most Frequently called numbers
- Longest Calls
- Summary by hour of the day
- Summary by destination
- Most Expensive calls
- Most Frequently used phone lines
- Summary by date
- Summary by talk time

## Pricing – Internal Use Only

Globe Pricing Plan: Approved by Finance: / /

Special Pricing Plan: Set-Up by Billing: / /

## General – Internal Use Only

- Verify service numbers, series numbers against customer bill supplied
- All sections completed and verified with customer
- Monthly spend verified
- Most recent customer telephone bills attached
- Customer Authorisation Processed / /  Email  Fax

Agent:

Customer Number: