

Westnet Contact Details

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Terms and Conditions

Part A – General

1 Introduction

- 1.1 These ISDN Terms incorporate the Westnet General Terms and Conditions. Unless this Agreement makes express provision to the contrary, any terms defined in the Westnet Standard Terms and Conditions have the same meaning in this Agreement.
- 1.2 Customer agrees that it has read, understands and consents to be bound by the terms of the Westnet General Terms and Conditions prior to receiving services under this Agreement from Westnet.
- 1.3 If the Westnet General Terms and Conditions are inconsistent with something in these ISDN Terms, then the relevant ISDN section shall prevail to the extent of any such inconsistency.
- 1.4 Westnet has the right to suspend the ISDN Service to Customer upon the occurrence of either a breach of the Westnet General Terms and Conditions or this ISDN Agreement.
- 1.5 Customer hereby agrees that Westnet will be the exclusive provider of the service described in this Service Schedule for Customer.

2. Definitions & interpretation

2.1 Definitions

“DSL” means digital subscriber line.

“ISDN” means a Integrated Services Digital Network service that supports high-speed digital transmission of voice, image and facsimile traffic and TSO14 and EST1 protocol standards.

“ISDN Basic Rate Services” means two information channels (B channels) and a control channel (D channel). Each B channel carries digitised information at a rate of 64 kbit/s.

“ISDN Service” means an integrated digital access to voice and data networks. This essentially consists of a digital transmission circuit between the NT1 at Customer premises and the local ISDN exchange.

“NT1 definition” an NT1 provides physical and electromagnetic termination of the U-interface on a two-wire transmission line, and includes the NT1, NT1 Plus or NT1 Plus II for ISDN 2 and the Optimux cabinet for ISDN 10/20/30. An NT1 is not a network boundary, nor a network termination device.

“PSTN” means the Public Switched Telephone Network service which is an analogue based service that supports voice, facsimile and dial up modem traffic.

“Standard Installation” means the standard installation process, which consists of configuring Customer access to meet the operational requirements developed during the design phase. The circuits are tested and installed on site, through a range of coordinated activities undertaken by the relevant project manager.

2.2 Call Types

Local Calls includes calls to fixed line telephone numbers within the local calling area of the caller.

Fixed to Mobile includes calls to any mobile telephone number where the call recipient is located in Australia. Calls to mobile telephone numbers where the recipient is located outside Australia may incur additional charges.

National includes calls to fixed line telephone numbers in Australia outside the local call area of the caller.

International includes calls to telephone numbers outside Australia. International calls are available via MCP, coded access and direct access lines.

Other calls not described above are defined as ‘Other Calls’ and include calls to free call numbers, UPT, Information Services, 13/1300 numbers and satellite telephone services.

2.3 Areas

“urban” means an area with a population of 30,000 or more and includes locations up to 30 km by road from one of a Telstra complex service control centres located in capital cities and major regional and provincial centres.

“rural” means a location over 30 km but under 65 km by road from one of a Telstra complex service control centres in capital cities and major regional and provincial centres.

“remote” means a location 65 km and over by road from a Telstra complex service control centres in capital cities and major regional and provincial centres.

3. ISDN Service & Features

- 3.1 Customer may be entitled to receive an ISDN service from Westnet if:
 - (a) the relevant local exchange of Customer has the requisite technical capacity to provide the service and Customers premises are close enough to such exchange to ensure that transmission losses are above levels Westnet considers acceptable; and

- (b) there is sufficient local cable infrastructure available.

3.2 The ISDN Service includes:

- (a) connection between the network boundary and the public switched integrated services digital network;
- (b) a standard Network terminating device (unless we say otherwise);
- (c) a telephone number or range of numbers (depending upon ISDN service);
- (d) a basic ‘White Pages’ directory listing; and
- (e) access to an ISDN service.

3.3 Westnet will provide Customer with access to the following Services:

- (a) ISDN basic rate services:
 - (i) ISDN Home;
 - (ii) ISDN 2; and
 - (iii) ISDN 2 Enhanced.
- (b) ISDN Primary Rate services:
 - (i) ISDN 10/20/30.

Each of these services are described more fully below.

4. Connection

- 4.1 Customer must provide Westnet with the address of the premises where the ISDN service is to be installed. This address must be a single, unique address existing in one place.

- 4.2 The ISDN services operate with equipment that comply with European Telecommunications Standards Institute (ETSI) ISDN standards and satisfy:

- (a) Australian Standard Requirements for ISDN Basic Rate Access Interface (AS/ACIF S031:2001); or
- (b) Australian Standard Requirements for ISDN Primary Rate Access Interface (AS/ACIF S038:2001).

- 4.3 For an ISDN 10/20/30 service, where an Optimux cabinet is provided Customer must provide sufficient space for the relevant cabinet(s) to be installed. Customer must also provide 240V mains power supply and protective earth that complies with Australian Communications Authority regulations.

- 4.4 Westnet recommends that Customer supply and install a mains surge protection device. This provides telecommunications and mains power surge protection to both the NT1 and any mains powered equipment connected to it.

- 4.5 If the 240V mains power supply fails to Customer NT1, the ISDN service may fail (except for limited usage for ISDN Home and ISDN 2 Enhanced). Customer agrees that Westnet will not be responsible for any loss of the Customer ISDN service (or limited access to it) due to loss of mains power.

- 4.6 Westnet cannot proceed to connect an ISDN service to Customer until these requirements have been met.

- 4.7 Customer must not interfere (nor let anyone else interfere) with any NT1 to which an ISDN service is connected without the prior written consent of Westnet.

5. Customer Obligations

- 5.1 Customer must not perform, nor permit any person to perform, any work in connection with any of the ISDN services without prior written approval from Westnet. Customer acknowledges and agrees that Westnet is entitled to charge Customer for performing corrective work.

- 5.2 Customer must provide and maintain a reliable 240V mains power supply to receive NT1 for ISDN Home and ISDN 2 Enhanced. Customer may also need additional mains power for NT1 depending on the relevant Customer equipment requirements.

5.3 Customer must ensure that at all times during the term, all Customer:

- (a) equipment complies with the ETSI standard and other applicable technical standards;
- (b) equipment and cabling complies with the Australian Communications and Media Authority’s minimum technical requirements; and
- (c) cabling has been installed by a registered cabling provider.

- 5.4 Customer must pay Westnet all relevant fees, rates charges and other expenses for the ISDN service, including but not limited to those listed in Schedule 1, 2 & 3.