

Porting Authority

Porting is defined as the transfer of a service from one carrier network to another carrier network.

Local Number Portability (LNP)

The Porting of your Telephone Number(s) will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code – Local Number Portability C540:2013" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the Standard Agreement you may Port your Telephone Number(s) from your previous Supplier to us if that Telephone Number(s) is declared Portable under the Telecommunications Numbering Plan 2015 and no exemption has been granted by the ACMA.

If you wish to Port your Telephone Number(s) from Us to another supplier, then you must contact that other Supplier. Porting from us to another Supplier will be conducted in accordance with the LNP Code and any other bilateral agreements.

In order for us to Port your Telephone Number(s) you must complete and sign the relevant Application Forms, 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.

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; or
- the request is for the Porting of a Non-Portable telephone number; or
- the LNP Code requires the request to be rejected; or
- we cannot otherwise provide portability for that Telephone Number(s) in that circumstance.
- We are 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. Additional costs apply and are priced on application.
- We cannot Port your Telephone Number(s) and move the address of your phone number on the same day.
- If your Telephone Number(s) is inactive at the time of the Porting by Us you must notify us as soon as the phone number(s) becomes active.

We reserve the right to charge you for the Porting of a Telephone(s) Number.

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

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

You acknowledge that there may be charges raised, in accordance with the LNP code and agree that you are responsible for any fees and charges. These include, but are not limited to:

- any outstanding call charges with your current provider.
- an early termination fee under your existing contract with your existing provider.
- a fee to port your number, which may be charged by either your previous provider or your new provider.

LNP Emergency Return

Prior to Signing our application forms, you should negotiate and agree with your previous supplier regarding the service that could be provided in the event that an LNP Emergency Return is required.

If you have ported your Phone Number away from us, the terms and conditions set out in this Standard Agreement will apply to your Service in the event that an LNP Emergency Return to Us is required.

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

We will endeavor to assist you in the event of an LNP Emergency Return to Us, in which you may experience an extended period of outage whilst the telephone numbers from us are being restored.

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

- will notify your previous Supplier of the LNP Emergency Return; and
- are 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 LNP Emergency Return (including the negligent act or omission by Us).

In the event of an LNP Emergency Return to Us; We:

- are not responsible for any period of outage.
- are 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 LNP Emergency Return (including the negligent act or omission by Us)

The following LNP Emergency Return Charge is payable:

Emergency Return per line: \$275.00.

Number Porting Responsibilities

- You must support us in booking your PABX maintainer for the port cut-over if requested, at your cost, and agree to a port-cut-over time outlined in an Implementation Schedule.
- We may request you to perform a Customer Site Audit of the services to be ported to us. You may be required to provide a signed, written report of the services to be ported to us. If the information is incorrect then your port may fail or need to be rescheduled and a Port Reschedule Charge will apply.

- Where you require the Local Number Porting cut-over process to take place outside 9am-3pm on Business Days (After Hours Cut Over), an after-hours cut-over charge of \$495.00 may apply. There may also be additional charges which are priced on application.
- 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.

The following Port Rescheduling Charge is payable:

- \$25.00 per number (simplex port)
- \$599.00 per batch (complex port)

Authorisation

- You certify that you have the authority as lessee of the telephone numbers listed on this form, or as the authorised agent for the lessee, to request porting of these telephone numbers to Us and that you or the lessee (as the case may be), do not have a contractual obligation with another carrier or service provider, relating to these telephone numbers.
- You request that we port the telephone numbers listed and understand that porting will result in disconnection of these telephone numbers from your current carrier and finalisation of the current account(s) for these telephone numbers. You indemnify us against any loss or damage it may suffer as a result of any information included in this form or the above certification being incorrect.
- You authorise us to obtain from our Carrier the services details to facilitate this port for services you advise.
- LNP Emergency Return means the establishment of an interim service by return to your original service, or if that is not possible, establishment of an alternative service. The interim service will operate during the LNP Emergency Return Request period. You will agree to and will seek agreement from your previous supplier to the terms and conditions of the supply of this service prior to the porting. This includes agreeing to the timeframe in which it will be restored in the event that an LNP Emergency Return is required.
- You agree that if an LNP Emergency Return is required, we will request an LNP Emergency Return from your previous carrier during the LNP Emergency Return Request Period without further consultation with you. You acknowledge that you have read and agree to the terms and conditions listed on this form.
- You agree that any Telephone System Maintainer installation/cutover costs associated with this transfer/Port to us will be payable by you, and that we are not liable for this cost.