

In signing the Service Order, you have accepted these Terms and Conditions of our Site Facilities offering.

1. Installing and commissioning your equipment

You have been granted a non-exclusive licence to operate your equipment from a telecommunications facility that we operate. This licence is confidential and cannot be assigned to another party except with our written permission. If this licence is assigned to another party, that party is bound by this agreement. A separate agreement will be required for each 3rd party connectivity. Without a separate agreement with us, site access will not be granted.

You will need to supply us with a detailed design of any equipment that you wish to install at our facility. The installation must comply with our or the Landlord's Head lease terms and reasonable aesthetic requirements. You will be required to install your own electricity meter and arrange a power supply to your equipment. In certain instances, you may use our power supply and we will invoice an agreed amount for the power you use as per the Service Order. Once our engineering team has approved your design and landlord approval has been granted, we will issue you with an Application Approval and you can install your equipment. We will invoice you from the Application Approval date.

The people who are installing and commissioning the equipment on your behalf must have relevant skills, certification, insurance and complete a formal site induction. In certain instances, we will assume responsibility for these design and commissioning works on your behalf. If this is the case, we will include the scope of and fee for these Professional Services in the Service Order. As built drawings must be provided once the installation is complete.

2. Managing and maintaining the Service

You are responsible for the operation and maintenance of your equipment, including mounts. If you interfere with or damage any of our or our landlord's property, equipment or access route, you will need to rectify or contribute to the costs to make good. If you use our access route, you may be required to contribute to its routine maintenance. You must hold public liability of \$20 million and reasonable levels of insurance for property and personnel, and provide copies of the certificates of currency that meet these requirements on request.

We operate a Service Desk as the primary interface for you to our business. To report any issue or request any modifications (adds, moves or changes) to your use of the site please contact the Service Desk on 1300 837 835 or service@vertel.com.au. We will let you know the process and quote for any charges associated with these changes. Our Site Access Protocol document (refer our website) details requirements we have for you to access and undertake works on our site. Your people and accredited service agents must comply with these requirements. We can assume the responsibility for these operations and maintenance works of your network on your behalf and we reserve the right to supervise any site works. We include the scope of and fee for these Professional Services in the Service Order.

You are responsible to maintain and provide upon request records that prove your compliance with or standards for electromagnetic radiation (EMR) and ACMA. In the event that your equipment causes any interference to other site users, you will be required to address this or we will on your behalf and invoice you as per our standard price books. You agree to comply with all relevant state and federal laws and industry codes relating to the installation and operation of telecommunications network infrastructure and associated voice, data and video services.

3. Ending the agreement for Services

You may terminate the agreement by giving 30 days written notice after contract expiry, or at any time by providing us written notice and paying out the outstanding balance of the contract term. This figure represents our actual loss of the termination of the Service. You may also terminate the agreement if the site is damaged, destroyed or affected by interference, adversely affecting your use of the site and we are unable to resolve these issues within 60 days.

If there is an option period included in the Service Order and you do not provide any written notice of termination, the contract will be automatically renewed at the renewal date. Where there is no option period agreed, the Services will continue on a quarterly basis under the same Terms and Conditions and may be subject to an adjustment in fees with 30 days written notice.

We may terminate the agreement if you fail to meet these Terms and Conditions, our rights to occupy the site ceases, a 'site redevelopment' clause is triggered by the owner of the site or if the site is impacted by a catastrophic event.

On termination of the agreement, you must pay outstanding invoices to the date of equipment removal and make good of your area, unless agreed otherwise in writing. If you hold keys for the site, you will need to return them to us.

4. Managing our business relationship

To the extent permitted by law, we will not be held liable for any loss (consequential or indirect), costs or damage suffered due to any failure, termination or discontinuation of these Services, and you release us from any such liability. Where any damage to your property was caused by us, we will contribute to the costs to rectify as per our standard price books. Likewise, if you damage any property or equipment of ours, you will contribute to the costs to rectify. This agreement is governed by the laws in NSW. When using these Services you agree not to break any laws and you will co-operate if we are required to comply with any such laws or directions by appropriate authorities.

You agree that we may store your business contact information and any Service configuration details in connection with our Services in accordance with current legislation. If you breach any law in the use of these Services or are more than 14 days late in paying your bills, as per your invoice terms and with 30 days' notice, then we will take action to recover outstanding monies, and include our costs.

These Terms and Conditions may change. We commit to dealing with any problems, site issues or disputes in a reasonable and commercial manner. If we are unable to agree a satisfactory resolution within 30 days we will refer the issue to Telecommunications Industry Ombudsman (TIO) or Australian Communications and Media Authority (ACMA).