



VOICE



INTERNET



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# **ASIAN PACIFIC TELECOMMUNICATIONS PTY LTD**

## **STANDARD FORM OF AGREEMENT**

### **Schedule 1 – Managed Voice Services**

**December 2013**



**ASIAN PACIFIC  
TELECOMMUNICATIONS**

Member of  **ASIAN PACIFIC  
CORPORATE SERVICES**

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## 1. Service Schedule 1 – Voice Services

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Capitalised terms used in this Service description have the same meaning as in the Asian Pacific Telecommunications Standard Form of Agreement published by us from time to time (**General Terms**), unless otherwise expressly stated to the contrary in this Service description.

### 1.1 Overview

### 1.2 Standard Service Terms

These are the Standard Service Terms provided to you as referred to in the General Terms. These Standard Service Terms provide specific information to you about the Voice Services you are acquiring from us.

### 1.3 Service components

Depending on the content of your Letter and any Variation, a Voice Service could comprise some or all of the following:

- (a) **Managed Voice Services:** our Managed Voice Services is a business orientated telephony system provided to you and which is delivered to you via our telecommunications network (**Telephony Solution**);
- (b) **Basic Telephone Service:** our unmanaged simple analogue telephone solution that provides access to the Public Switched Telephone Network;
- (c) **Voicemail Service:** our system of storing and conveying telecommunications voice messages for management by you, including retrieval, distribution and deletion;
- (d) **Local Rate and FreeCall Numbers:** 1300, 13 and 1800 numbers are virtual numbers that exist and can be configured to route calls to any fixed line, mobile number or international destination;
- (e) **Phone Queuing:** implemented with or without a console service, phone queuing provides an ordered environment for operators to manage high volumes of inbound calls with the option of playing branded messaging or advertising for waiting (i.e. on hold) customers; and
- (f) **Console Service:** a user friendly software application that integrates into the Telephony Solution to support visual answering, transferring and call manipulation for high volume inbound call environment.

## **2. Managed Voice Services**

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### **2.1 What is the Managed Voice Service?**

- (a) The Managed Voice Service is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and which may be carried, in part, over a broadband Internet network or via a digital PABX System. The Managed Voice Service is also referred to as “voice over IP” (**VoIP**) or session initiating protocol (**SIP**). It is a secondary and separate service that is distinct from a standard telephone service.
- (b) The Managed Voice Service provides you with access to a Telephony Service with the ability to make and receive:
  - (i) direct inward dial (DID) calls;
  - (ii) calls to internal (i.e. within our network) numbers;
  - (iii) local calls;
  - (iv) national, fixed to mobile and international calls;
  - (v) calls to directory assistance services;
  - (vi) calls to emergency services (000);
  - (vii) calls to toll free call numbers (for example 1800); and
  - (viii) domestic satellite services.
- (c) We can change the technical specifications of the Managed Voice Service at any time for operational and network planning reasons. Where practical to do so, we will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Managed Service.

### **2.2 Your connection to our telecommunications network**

- (a) It is your responsibility to ensure that your Premises can connect to our telecommunications network so that you can receive the Managed Voice Service.
- (b) If you require us to connect your Premises to our telecommunications network so that you can receive the Managed Voice Service, we may do so for an additional charge payable by you. That charge may be a one off charge, or payable by you on an ongoing basis, e.g. monthly. Except if we provide you with any equipment for which you have paid us in full, no title or interest in any equipment we use to provide a Service to you passes to you.
- (c) Any ongoing support and maintenance of Third Party Facilities is not included as part of your Managed Voice Services. You will need to enter into a separate support and maintenance arrangement with us if you wish to engage us to provide ongoing support and maintenance.

### **2.3 Additional terms relating to your connection to, or use, of the Managed Voice Service**

- (a) You acknowledge and agree that our supply of the Managed Voice Service is on terms that the quality or performance of the Managed Voice Service is not guaranteed or SLA's deemed breached if you use the Managed Voice Service over an Internet connection or using any Third Party Facilities.

- (b) Notwithstanding **clause 9.1** of the General Terms, you agree to waive the rights and protections afforded by the Customer Service Guarantee (**CSG**).

#### **2.4 Connecting to the Managed Voice Service**

- (a) We will endeavour to connect our Managed Voice Services to you within the timeframes set out in the CSG.
- (b) We decide the route and technical means that we use to provide the Managed Voice Service to you.
- (c) At our discretion we may at any time and from time to time decide that we are unable to provide the Managed Voice Services to you if you do not have the appropriate infrastructure in place or if your infrastructure does not have sufficient capacity to support the Managed Voice Services.

#### **2.5 Using the Managed Voice Service**

Subject to **clause 2.2** of these Standard Service Terms and excluding analogue connections, we will provide you with the handsets and any other equipment which in our view you need to use the Managed Voice Services. The Managed Voice Services is not a “bring your own model” Service except where you require specialised equipment, such as EFTPOS terminals. Where this is the case, you must obtain our written consent before connecting any such equipment to our network.

#### **2.6 Charging of the Managed Voice Service**

You accept fixed monthly access fees will be charged monthly in advance and call usage charges in arrears except to the extent we otherwise determine.

#### **2.7 Service Level Agreements for the Managed Voice Service**

We aim to provide a target service level of 99.5% apply to all Managed Voice Services we provide to you.

### **3. Basic Telephone Services**

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#### **3.1 What is a Basic Telephone Service?**

- (a) A Basic Telephone Service is otherwise referred to as a Public Switched Telephone Network (PSTN) we provide to you and which allows you to connect to the Public Switched Telephone Network:
- (b) The service provides the ability to make and receive Telephone Calls over the PSTN and a telephone number.

#### **3.2 Your connection to the Basic Telephone Service**

- (a) It is your responsibility to ensure that your Premises can connect to our telecommunications network so that you can receive the Basic Telephone Service.
- (b) We will endeavour to connect our Basic Telephone Services to you within the timeframes set out in the CSG.
- (c) We decide the route and technical means that we use to provide the Basic Telephone Service to you.
- (d) We will terminate the service at the building MDF and its your responsibility to extend the service past the Network Boundary Point.
- (e) We will test the service at the Network Boundary Point and confirm the service is active and tag the installed service.
- (f) At our discretion we may at any time and from time to time decide that we are unable to provide the Basic Telephone Services to you if you do not have the appropriate infrastructure (including Third Party Facilities) in place or if your infrastructure (including Third Party Facilities) does not have sufficient capacity to support the Basic Telephone Services or if your Premises cease to be connected to our telecommunications network.

#### **3.3 Additional Terms relating to your connection of the Basic Telephone Service**

- (a) The Basic Telephone Service does not include the following:
  - (i) Handsets, hardware or equipment
  - (ii) Cabling or additional infrastructure
  - (iii) Advanced features such as voicemail, call routing and customer access portals
  - (iv) variables and consumables such as call costs
- (b) You must reasonably cooperate with us and comply with all our reasonable directions in relation to the provision of emergency services including compliance with applicable national, state and local disaster and emergency management plans and provide reasonable assistance to us to comply with such plans

#### **3.4 Using the Basic Telephone Service**

We will provide you with the handsets and any other equipment which in our view you need to use the Basic Telephone Services. The Basic Telephone Services is a “bring your own model” Service meaning that you may use Third Party Facilities in relation to receiving the Basic Telephone Service from us. If you do so, however, it is always your responsibility to ensure that your use of those Third Party Facilities will not prevent you from receiving the Basic Telephone Service or materially, adversely affect your ability to do so.

#### **3.5 Charging of the Basic Telephone Service**

You accept fixed monthly access fees will be charged monthly in advance and call usage charges in arrears except to the extent we otherwise determine.

**3.6 Service Level Agreements for the Basic Telephone Service**

We aim to provide a target service level of 99.5% apply to all Basic Telephone Services procured under this agreement.

Our service levels and liability to you in relation to service levels applicable to the Basic Telephone Service is limited to the service levels and liability set out in the CSG.

## 4. Voicemail Service

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### 4.1 What is the Voicemail Service?

- (a) Depending on the content of your Letter and any Variation, we may provide you with a Voicemail Service as part of the Managed Voice Services, as a standalone Service or with one or more of the other Services we provide.
- (b) The Voicemail Service is a voice messaging service that enables you to:
  - (i) record a personal message on your voicemail account;
  - (ii) divert your telephone number to your voicemail account;
  - (iii) retrieve and deleted voice messages (including remotely) left by people who call your telephone number;
  - (iv) forward your voice messages to other handsets that are connected to your telephony network; and
  - (v) have voice messages left by people who call your telephone number emailed to your email account.

### 4.2 Your connection to our telecommunications network

- (a) If the Voicemail Service is provided to you as part of our Managed Voice Service, see **section 2.2** above.
- (b) If the Voicemail Service is provided to you as a stand alone service, you will be required to provide the equipment necessary to use the Voicemail Service, including a handset.
- (c) If the Voicemail Service is provided to you with one or more of the other Services we provide, your connection to our telecommunications network will depend on the requirements of the relevant Service or Services.

### 4.3 Additional terms relating to your connection to, or use of, the Voicemail Service

You acknowledge and agree that our supply of the Voicemail Services is on the following terms:

- (a) when you first activate your voicemail account, you will be responsible for setting up your voicemail account. In particular, you will be responsible for recording a personalised message and setting any security access code;
- (b) if you opt to have voice messages emailed to your email account, you will be responsible for notifying us of your email account and ensuring that your email account details are up to date. We will use reasonable endeavours to ensure that voice messages are emailed to your email account but we are unable to guarantee this;
- (c) people may only leave voice messages for a maximum duration of 5 minutes (or such other duration that we may notify you of from time to time). You will be responsible for informing callers of this time limit, and you may do so as part of your recorded personalised message;
- (d) we may from time to time impose a limit on the size of your voicemail account which you will be notified of from time to time. We will endeavour to notify you when we become aware that you have reached the limit of your voicemail account.

Subject to **section 1.1(e)** below, you are responsible for managing the limit of your voicemail account. If you reach your limit, you will be required to delete from your voicemail account some or all of your voicemail messages so that you can receive new voicemail messages. Until you



- delete some or all of your voicemail messages, no new voicemail messages may be stored on your voicemail account;
- (e) we will continually monitor our Voicemail Services and may without notice to you and without any liability to you or anyone else delete voicemail messages that:
    - (i) were sent more than three days previously;
    - (ii) were deleted more than three days previously;
    - (iii) have been saved for more than 90 days; and
    - (iv) in any other event, where in our reasonable opinion an excessive number or accumulated size of voicemail messages has accumulated.
  - (f) you are responsible for ensuring that all important details contained in voicemail recordings are recorded elsewhere in a form acceptable to you;
  - (g) you are responsible for ensuring that all users of any Voicemail Service we provide to you understand the parameters of the provision of that service, in particular clauses 1.1(e) and 1.1(f) above;
  - (h) we will endeavour to notify you when you receive a voice message (for example, by way of a indicator light or other means on your handset, or by transmitting a signal when you activate your handset or via email if that service is subscribed to). However, it is your responsibility to check to see whether you have received any voice messages;
  - (i) you may request us from time to time to activate messages on your voicemail account informing callers that you are out of the office for a period of time including for annual leave purposes. It is your responsibility to ensure that any messages we activate are up to date and, in particular, you will need to notify us to de-activate a message when you are back in the office including when you have returned from annual leave;
  - (j) we are not in any way responsible for the content of your voicemail account, or for any loss or damage you or any person may suffer or incur arising from the content of your voicemail account.

In particular, and without limiting the generality of the previous paragraph, we are not liable in any way if any third party, whether or not authorised to do so, accesses the content of your voicemail account and obtains access to any data or information including, without limitation, Personal Information;
  - (k) we may provide access to your voicemail account to any authorised representative you notify to us from time to time in addition to any person who is from time to time recorded as your director or company secretary; and
  - (l) we will delete the content of your voicemail account when we cease to provide the Voicemail Services to you.

#### **4.4 Using the Voicemail Service**

We provide access to check Voicemail messages through the following methods:

- (a) Using your managed voice handset
- (b) Subscribing to the Voicemail to Email service
- (c) Remote access through the provided dial in number

Subject to what we may or must do, management of your voicemail account and messages remains your responsibility.

**4.5 Charging of the Voicemail Service**

Voicemail services may be included as part of a managed service in which case we will not charge you separately for the provision of the Voicemail Service.

If we provide the Voicemail Service to you as a separate service that is not bundled with the Managed Voice Service, we will charge you for the Voicemail Service. In that case you must pay us the monthly access fee in advance.

Regardless of whether or not we charge you separately for the Voicemail Service, you must pay us for variable and consumable costs relating to your use of the Voicemail Service, such as the cost of the calls from your phone to another phone where you have forwarded your phone to another number.

**4.6 Service Level Agreements for the Voicemail Service**

We aim to provide a target service level of 99.5% in relation to Voicemail Services we have agreed to provide to you.

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## **5. Local Rate and FreeCall Service**

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### **5.1 What is the Local Rate and FreeCall Service?**

- (a) The Local Rate and FreeCall Services is a service under which we can provide you with one or more virtual numbers. Many businesses use such numbers to route calls to a combination of fixed or mobile destination numbers. Complex routing along with time of day scheduling are benefits of using these services while at the same time minimising the call costs incurred by those who call those numbers.
- (b) The Local Rate and FreeCall Service is a separate service and not included in our Managed Voice Service or our Basic Telephone Service. If you acquire this service from us, it is charged for separately from those services.

### **5.2 Restrictions on connection or use of the Local Rate and FreeCall Service**

You acknowledge that any number we provide for your use under the Local Rate or FreeCall Service is licensed to you for the duration that we provide the service to you and you may not license such number's use to anyone else or purport to do so.

### **5.3 Connecting to the Local Rate and FreeCall Service**

- (a) Notwithstanding any request you make of us to secure a particular number for your use under the Local Rate and FreeCall Service, we cannot guarantee that such number will be available. No number is confirmed as allocated to you under the Local Rate and FreeCall Service until we provide you with a written notice setting out the specific number and confirm it has been allocated for your use.
- (b) You agree that until you have received written notice referred to in clause 1.1(a) you must not publish or use the number or any number requested or applied for in any way, including any act which may indicate to others that the number has been or will be allocated for your use.
- (c) You must ensure the physical number to which the Local Rate and FreeCall Service is directed remains available and functioning for the term of this service and if that number changes or is to change or is unavailable or non-functioning, you must immediately notify us.

### **5.4 Using the Local Rate and FreeCall Service**

The Local Rate and FreeCall Service you subscribe to remains a virtual number for the term of your contract. To be able to receive calls using the Local Rate and FreeCall Service you will either need to procure an additional, appropriate service from us or utilise Third Party Facilities.

### **5.5 Charging of the Local Rate and FreeCall Service**

You agree that fixed monthly access fees will be charged monthly in advance and call usage charges in arrears except to the extent we otherwise determine.

### **5.6 Service Level Agreements for the Local Rate and FreeCall**

We aim to provide a target service levels of 99.5% to the Local Rate and FreeCall Service we have agreed to provide to you.

## **6. Phone Queuing and Console Service**

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### **6.1 What is the Phone Queuing and Console Service?**

- (a) Depending on the content of your Letter and any Variation, we may provide you with a Phone Queuing and Console Service as part of the Managed Voice Services we provide.
- (b) The Phone Queuing and Console Services are separable components and may be taken together or separately.
- (c) If you chose to receive our Console Service, you must select Option 1 or 2 in clause 6.3.
- (d) The Phone Queuing is a service which enables callers to your number to be placed in a queue and be prioritised in order of the time of their call to be answered by you (ie first to call has first priority, second to call is placed second in the queue and so on).
- (e) The Console Service is a service which enables callers to your number to be answered by a call taker engaged by you and transferred to a telephone number within your telephony system.
- (f) The Phone Queuing and Console Service we provide you may also include a “phone agent” module. This module allows inbounds calls to be allocated to different handsets within your telephony system on a “round robin” and “next available” basis.

### **6.2 Restrictions on connection or use of the Phone Queuing and Console Service**

You acknowledge and agree that if we supply you a Phone Queuing or Console Service:

- (a) you must secure our prior written consent to any content in a customised message to be made audible to inbound callers while on hold or in a queue; and
- (b) absent the consent referred to in clause 1.1(a), we will make content of our choice and which may include music audible to such callers.

### **6.3 Connecting to the Console Service**

- (a) Under Option One:
  - (i) we can lease our equipment to you that we consider you need to receive the Console Service;
  - (ii) the charge you must pay for the Console Service will include a component for ongoing support and maintenance of our equipment and for the lease of that equipment;
  - (iii) the software required in order for us to supply the Phone Queuing and Console Service may be third party software, in which case we can only provide the software subject to any third party terms and conditions and you agree to comply with those third party terms and conditions;
  - (iv) we will install the software referred to in section 1.1(a)(iii) so that you can receive the Phone Queuing and Console Service; and
  - (v) when we cease to provide the Phone Queuing and Console Service you are required to return the hardware (and the software referred to in section 1.1(a)(iii)) to us.
- (b) Under Option Two:

- (i) you can elect to use Third Party Facilities that you need to receive the Phone Queuing and Console Service and if you elect to do so, you will be responsible for ensuring that those Third Party Facilities comply with our specifications for the Phone Queuing and Console Service and, in particular, is compatible with the software referred to in section 1.1(a)(iii);
- (ii) the charge for the Phone Queuing and Console Service will include a component for ongoing support and maintenance of the Third Party Facilities you use to receive that service;
- (iii) we are not responsible for any defect in Third Party Facilities that prevents you from receiving the Phone Queuing and Console Service. If we cannot rectify the defect for the charge referred to in section 1.1(b)(ii) or decline to do so, you will be responsible for the rectification of the defect;
- (iv) we will not be responsible in way for any loss or damage you may suffer as a result of your not being able to receive the Phone Queuing and Console Service because of any defect in Third Party Facilities and notwithstanding any such defect, you agree that you must continue to pay the fees and charges for the Phone Queuing and Console Service applicable from time to time;
- (v) when we cease to provide the Phone Queuing and Console Service we will remove the software referred to in section 1.1(a)(iii) from the Third Party Facilities on which it was installed. You agree to allow us to do so including, without limitation, granting us access to your Premises and the relevant Third Party Facilities for this purpose.

#### **6.4 Using the Phone Queuing and Console Service**

If you have made an election in accordance with clause 1.1(a), we will provide you with the equipment which in our view you need to use the Phone Queuing and Console Service as that option is not a “bring your own model” service.

If you have made an election in accordance with clause 1.1(b), we will not provide you with any equipment.

#### **6.5 Charging of the Phone Queuing and Console Service**

You accept fixed monthly access fees and equipment leasing fees (if applicable) will be charged monthly in advance and variable and call usage charges in arrears except to the extent we otherwise determine.

#### **6.6 Service Level Agreements for the Phone Queuing and Console Service**

We aim to provide a target service level of 99.0% to all Phone Queuing and Console Services we have agreed to provide to you.