



Application for Integrated Services Digital Network (ISDN) Service

Section A: Business Details

Name of Applicant:	Business Registration No:
Name of Authorised Officer of Applicant:	Designation:
Correspondence Address:	

Section B: Billing

<input type="checkbox"/> New Account Billing Address (if different from correspondence address):	<input type="checkbox"/> Charge to Existing Account No:
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Section C: For clarification on this application, TFL should contact:

Name:
Tel/Mobile:
E-mail:

Section D: For technical setup and testing, TFL should contact:

Name:
Tel/Mobile:
Email:

Section E: For 24 hours maintenance liaison, TFL should contact:

Name:
Tel/Mobile:
E-mail:

Section F: PABX Details(In case of PRI)

PABX Model:
Local Supplier/Installer:
Supplier/Installer Contact: Name:
Tel/Mobile:
Email:

Section G: Service Details

Service	<input type="checkbox"/> ISDN BRI	<input type="checkbox"/> ISDN PRI
Request for	<input type="checkbox"/> New Service/Upgrade from Analogue lines	
	<input type="checkbox"/> Changes to existing service including relocations	
Provisioning Scheme	<input type="checkbox"/> Normal (ISDN PRI: 15 working days) (ISDN BRI: 10 working days)	<input type="checkbox"/> Express (ISDN PRI: 5 working days, charged at 1.5 times rate for normal install) (ISDN BRI: 5 working days, charged at 1.5 times rate for normal install)

Section H: New Service/Upgrade from Analogue Lines

New Service Upgrade (Please complete appropriate portions below and Annex 2)

Installation/Current Service Address:	Date Service Required:
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ISDN PRI (Minimum period of subscription is 12 months)	No. of Lines: <input style="width: 40px;" type="text"/>	No. of Channels: <input style="width: 40px;" type="text"/>
<input type="checkbox"/> Routing-on-demand <input type="checkbox"/> Exchange/Switch Diversity <input type="checkbox"/> Multi-Line Hunting	<input type="checkbox"/> Direct In Dial No. of DDI Blocks: _____ DDI Range: _____ to _____ <input type="checkbox"/> Caller No Display <input type="checkbox"/> Caller No. Non-Display	
Trunk Direction Allocation <input type="checkbox"/> All Incoming only <input type="checkbox"/> All Trunks both Incoming & Outgoing <input type="checkbox"/> All Outgoing only <input type="checkbox"/> Split	No of Outgoing: _____ Channels: _____ to _____ No of Incoming: _____ Channels: _____ to _____	

ISDN BRI (Minimum period of subscription is 6 months)	No. of Lines: <input style="width: 40px;" type="text"/>	No. of Channels: <input style="width: 40px;" type="text"/>
<input type="checkbox"/> Caller No. Display <input type="checkbox"/> Caller No. Non-Display <input type="checkbox"/> Multi-Line Hunting <input type="checkbox"/> Call Transfer	<input type="checkbox"/> Call Waiting <input type="checkbox"/> Three Party Conference <input type="checkbox"/> Voice Bank <input type="checkbox"/> IDD Password	

Section I: Changes to Existing Service

Relocation Other Changes

ISDN Main Number: _____ Current Address: _____ _____ _____ _____ New Address: _____ _____ _____ _____	Please provide details of changes required:
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Required Date of Service: _____



Section J: Fees & Charges

The Fees and Charges shall be in accordance with:

TFL quotation No. _____

Notes:

1. If the above details are not completed then, subject to the Specific Terms and Conditions, the Fees and Charges shall be at TFL's prevailing rates as at the time the Fees and Charges are incurred.
2. Any TFL quotation referred to above must still be valid as at the date this application is received and accepted by TFL.

Section K: Undertaking

I/We agree to subscribe for TFL's Integrated Services Digital Network (ISDN) Service on the following terms and conditions, which shall apply on TFL's acceptance of this application:

- (a) TFL's Standard Terms and Conditions of Service;
- (b) The Specific Terms and Conditions for TFL's Integrated Services Digital Network (ISDN) Service; and including any amendments TFL may make from time to time to those terms and conditions.

I/We acknowledge that I/we have read and understood the above terms and conditions, and that the terms and conditions may be viewed at <http://www.tfl.com.fj> , and are available from TFL on request.

I/We agree that TFL shall be entitled to use or disclose any information or data disclosed by me/us.

I/We confirm that all information given by me/us in connection with this application is true and correct.

Signed for and on behalf of the Applicant by its Authorised Officer:

Signature of Authorised
Officer

Date

Company Stamp



Specific Terms and Conditions for Integrated Services Digital Network (ISDN) Service

1. Definition and Interpretation

1.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

“Business Day” means any day other than the eve of public holidays, Saturdays and Sundays.

“Business Hours” means the following hours on a Business Day: 8:00am to 4.30pm Monday to Thursday, and 8.00am to 4.00pm Friday.

“Standard Terms” means Telecom Fiji Limited’s Standard Terms and Conditions of Service.

“ISDN” means Integrated Services Digital Network, which is a network that provides for the transmission of data, video and voice simultaneously over a single digital line.

“ISDN BRI” and “ISDN PRI” are each network options available for the Service, which vary according to number of channels available on a single ISDN line.

“Remote Location” means a location where, at the time the Customer requests supply of the ISDN BRI and/or ISDN PRI, TFL does not have in place the resources to support the ISDN BRI and/or ISDN PRI to that location.

“RFS Date” is defined in Clause 6.1.

“Service” means the service known as Integrated Services Digital Network (ISDN) Service, which is an ISDN service with various network options including, without limitation, ISDN BRI and ISDN PRI

“Site Survey Fee” means the fee prescribed by TFL from time to time as its fee for the site survey.

“Application Form” means the form prescribed by TFL and used by the Customer to subscribe for the Service.

“System” means the computer systems, programming and communication facilities and any other equipment required by TFL for the operation of the Service.

“Term” means the Initial Contract Term (as defined in Clause 2.2) and any renewal or amendment of the same.

“Work” means any work the Customer requests TFL to perform in relation to the Service, including but not limited to, installation, testing, conversion, measurement, repair, relocation, re-configuration or recovery work.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the Standard Terms but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the Standard Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

2. Commencement and Duration of Service

2.1 The Service shall commence on the Date of Service Required as stated in the APPLICATION Form or, in the event that TFL is unable to provide the Service on the Date of Service Required, the date specified by TFL in writing, as the case may be (the “Commencement Date of Service”).

2.2 The minimum period of subscription for the Service shall be:

(a) a period of three (3) months for ISDN BRI, and a period of one (1) year for ISDN PRI; or

(b) such other period as may be stipulated by TFL as the relevant minimum period of subscription when the Customer applies for the Service, calculated to commence on the Commencement Date of Service (the “Initial Contract Term”). Thereafter the Service shall continue in force for successive periods corresponding with the Initial Contract Term.

3. Service Requirements and Limitations

3.1 The terminating or end-point(s) of the Service must be a legally valid business address in Fiji at premises owned by the Customer. The Service shall not terminate at any premises not approved by TFL for that purpose, including but not limited to cable stations, earth stations, telephone exchanges, manholes, rooms housing a main distribution frame, power rooms, lead-in pipes, ducting, at any outdoor or off-shore site, or at any premises not owned by the Customer. TFL shall not entertain any request from the Customer for provision of the Service at any such sites.

3.2 The Customer acknowledges that Service availability is subject to:

(a) availability of resource including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered; and

(b) geographical and technical capability of the TFL network and of TFL's delivery systems at the time at which the Service is requested or delivered.

3.3 The Customer acknowledges that:

(a) it must procure and maintain at its own expense any equipment or software needed to implement, receive and use the Service (including, but not limited to, the specifications listed in Clause 3.6), unless TFL expressly agrees otherwise in writing;

(b) the technical means by which TFL supplies the Service (including, but not limited to, any installation, relocation, re-configuration, conversion, testing or repair) is at TFL's sole discretion; and

(c) any construction and/or provisioning of any works, including but not limited to cabling, network equipment, wiring, socket(s), piping and trenching work, that is considered necessary by TFL for the fulfilment of the Service to the Customer to any site(s) specified in the APPLICATION Form, shall remain the sole property of TFL, with TFL possessing sole rights over its use.

3.4 The Customer shall obtain TFL's prior written approval before:

(a) interconnecting the Service to any private or public network whatsoever; or

(b) making any changes to the Customer's network configuration during the Term.

3.5 The performance requirement of circuits and services provided as part of the Service will conform to the relevant ITU-T (previously CCITT) Recommendations valid at the time of provision or maintenance. If performance requirements are not specified under ITU-T Recommendations, then TFL will specify the relevant performance requirements based on other accepted standards of practice.

3.6 The Customer shall ensure that all Customer-provided equipment on its premises that connects to the Service will perform according to published technical specifications for such equipment and TFL's interface and other specifications for the Service including, but not limited to, the specifications listed in Annex 1.

3.7 If any Customer-provided facility or resource deteriorates to a level below the specifications or operating conditions stipulated by TFL, then the Customer shall immediately rectify the situation to meet the relevant specifications and operating conditions, failing which TFL may charge the Customer any repair or replacement costs for any affected TFL equipment.

3.8 If the Customer enlists an external party, at its own expense, to install any wiring or cabling required for the provision of the Service, then the Customer must ensure that:

(a) the proper installation and testing of such wiring or cabling is completed prior to the Commencement Date of Service; and

(b) such wiring or cabling is labelled clearly to demarcate it as belonging to the Customer.

3.9 The Customer must ensure that the receiving party's number is accurate and activated for use when it uses the Service to make any local or international calls. TFL shall not be liable for any loss or damage that may arise from any unsuccessful calls made by the Customer as a result of error in, or non-activation of, the receiving party's number.

3.10 If any service of any overseas carrier is terminated, suspended, disrupted or otherwise affected for any reason whatsoever, TFL shall not be liable to the Customer for the resulting termination, disruption or failure of the Service and the Customer shall continue to be liable for all Fees and Charges payable by the Customer for the Service notwithstanding the termination, disruption or failure of the Service.

3.11 If the Customer reports a fault and, following investigation by TFL, either no fault is found or TFL determines that the fault is not with the TFL network or TFL Equipment, TFL may, at its discretion, charge the Customer a fee for the fault report at such rate as may be determined by TFL.

3.12 The Customer may, with the written consent of TFL, purchase additional features or services ancillary to the Service and, on provision of those additional features or services, these Specific Terms and Conditions shall also apply to those additional features or services.



4. TFL's Rights and Obligations

4.1 TFL shall:

- (a) have the absolute right in its overseas call routing decision(s) and shall not entertain any specific requests from the Customer to route the international call by any particular overseas carrier, nor shall TFL be required to give any advance notice to the Customer for any change in the overseas call routing arrangement; and
- (b) have the sole discretion in deciding, determining and establishing the network routing and configuration when fulfilling the Customer's order for the Service.

5. Fees and Charges

5.1 The TFL ISDN International voice service is charged in blocks of six (6) seconds, and charging commences immediately upon connection.

5.2 If there is a revision of the Fees and Charges for the Service during the Term, the Customer shall be entitled to those revision benefits

5.3 TFL shall charge for all Work and traffic usage at TFL's then prevailing rate.

6. Service Provision

6.1 The Customer acknowledges that:

- (a) for the purposes of TFL and the Customer determining the date on which TFL shall complete any Work (the "RFS Date"), unless TFL agrees otherwise the RFS Date shall be set on a Business Day and all Work shall take place within Business Hours. TFL shall be entitled to impose, in addition to the Fees and Charges under Clause 3 of the Standard Terms, a surcharge for any Work done on a RFS Date that is not a Business Day and for any Work that the Customer requests be conducted outside Business Hours; and
- (b) if the request for Work is received before 12 noon, that day (or, if that day is not a Business Day, the next Business Day) shall be counted as the first day of the request, and if the request is received after 12 noon on any day, the next Business Day shall be counted as the first day of the request.

6.2 Except in the case of upgrade from Analogue to ISDN service, where the customer could retain the existing analogue numbers, the Service Number(s) for ISDN PRI shall only be assigned to the Customer by TFL, and reserved, retained, selected for whatever purpose, terminated or transferred by the Customer, or applied to another service, in blocks of ten (10) contiguous Service Numbers.

6.3 Any request for any Service Number to be applied to another service shall be subject to Clause 6.4, resource availability and the scheme of service for the other service.

6.4 TFL reserves the right not to accept or proceed with any application for Work if:

- 6.4.1 the APPLICATION Form submitted by the Customer and received by TFL is not duly completed and signed;
- 6.4.2 TFL considers it is unable to perform the Work due to non-availability of resources as stipulated under Clause 3.2;
- 6.4.3 TFL discovers that any facility or resource the Customer was requested to provide as required by TFL and under the operating conditions and specifications stipulated by TFL to the Customer for the proper performance of the Work, or the installation, operation and maintenance of the Service and all TFL Equipment, was not provided as requested; and/or
- 6.4.4 Clause 3.1, 3.6 or 3.8 is not met by the Customer.

6.5 In the event the Customer wishes to continue with the activation of the Service where there is non-availability of resources, the relevant Remote Locations terms and conditions will apply.

6.6 If TFL is unable to complete all or any of the Work on or before the RFS Date, then the Customer may either:

- (a) cancel that part of the Work that TFL is unable to complete on or before the RFS Date, without being liable to pay any cancellation charges that otherwise apply (including, without limitation, any charges payable under Clause 6.8); or
- (b) agree to a revised RFS Date for TFL to complete the Work and be liable to pay only the charges for the completed Work, and TFL shall not be liable to the Customer for any costs, claims, damages or expenses whatsoever arising out of non-completion of the Work on or before the RFS Date.

6.7 If the Customer requests to defer completion of the Work to a date after the RFS Date, then TFL reserves the right not to accept the deferment request and, in such an event, the Work shall be deemed cancelled by the Customer. If TFL agrees to the deferment request by the Customer, then the Customer shall be liable to pay a reservation fee at TFL's then prevailing rate. For the purposes of this Clause, the period of reservation shall be thirty (30) calendar days from the RFS Date to the



revised date of completion of the Work. Any request by the Customer to extend this reservation period shall be subject to TFL's approval, otherwise the Work shall be deemed cancelled by the Customer.

6.8 If the Customer cancels, or is deemed to have cancelled, the Work, then the Customer shall be liable to pay the cancellation charges at TFL's then prevailing rate.

6.9 If the Customer requests a change of the terminating point before the agreed RFS Date and this results in a change of original serving distribution point, then that request shall be deemed a cancellation of the Work by the Customer.

6.10 If the Customer's request for a change of the terminating point results in re-wiring of any completed wiring work from the original serving distribution point, then the Customer shall be liable to pay the charges for the rewiring at TFL's prescribed rate for the internal removal of circuit.

6.11 If the Customer requests a relocation of the Service, a change of network option, a change as described in Clause 6.3 or any change in the network configuration of the Service, such requests shall be deemed a termination of the Service and the Customer shall be liable to pay to TFL all relevant charges for the termination of the Service as specified under Clause 8.2.

6.12 If the Customer requests for service activation to be done in a shorter time frame as that stipulated under the normal provisioning scheme, express charges shall apply.

7. System Management

7.1 TFL reserves the right to manage and control access to the System, and to data stored in the System, in a manner deemed appropriate by TFL.

8. Termination

8.1 Subject to Clause 8.2, TFL or the Customer may terminate the Service by giving to the other not less than thirty (30) days' prior written notice.

8.2 On termination of the Service, the Customer shall be liable to pay TFL:

(a) where the termination date is the same as the expiry date of the Term, the rental up to and including the date of termination;

(b) where the termination date is before the expiry date of the Initial Contract Term:

(i) the rental up to and including the date of termination; and

(ii) except where the Service is terminated by TFL under Clause 8.1, 100% of the rental for the period between the date of termination and the expiry of the Initial Contract Term; or

(c) where the termination date is after the expiry date of the Initial Contract Term:

(i) the rental up to and including the date of termination; and

(ii) except where the Service is terminated by TFL under Clause 8.1, 100% of the rental for the period between the date of termination and the expiry of the renewed Term.

8.3 TFL reserves the right to deduct any unpaid charges from the refundable bond.

9. Consent to Use and Disclose Information and Data

9.1 The Customer agrees that TFL shall be entitled to use or disclose any information or data disclosed by the Customer in the Telephone Directory and in the TFL website at www.tfl.com.fj. The Customer is entitled to withdraw such consent in the procedure as prescribed by TFL from time to time.

10. General

10.1 The Customer shall be bound by and shall fully observe and comply with all the Standard Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on TFL under these Specific Terms and Conditions shall be additional to the rights and protections conferred on TFL under the Standard Terms and any other terms and conditions agreed or accepted by the Customer.

10.2 Any clause in the Standard Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

10.3 The Service provided by TFL under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service,



the Customer and TFL shall enter into a separately negotiated agreement prescribed for the same by TFL containing the terms and conditions for such a re-sale or re-provision.

10.4 The Customer shall not use the service for any activity which is deemed by TFL to be in breach of its license or any activity which is related to illegal traffic bypass. These activities could be, but not limited to interconnection to TFL's Network for VoIP traffic termination. In case TFL finds reasonable evidence that the Service is being used for any of such activities, TFL will:

- (a) immediately and without notice, disconnect the Service/s under suspicion;
- (b) forever withhold 100% of the bond related to that Service;

Annex 1

Technical Specifications

1.1 The current technical specifications applicable to the Service are set out in the following table:

Technical Specifications for TFL ISDN Service

Service Type	Connector Type	ITU-T Standard
ISDN BRI	RJ45	Layer 1 I430
		Layer 2 Q921
		Layer 3 Q931
ISDN PRI	RJ45	Layer 1 I431
		Layer 2 Q921
		Layer 3 Q931

Annex 2

Details of Analogue Numbers to be included in ISDN Service

		Channel
Main Number		
Auxiliary Numbers		
1		
2		
3		
4		
5		
6		
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