

TFL IPLC Application Form



Service Request Type			
<input type="checkbox"/> Installation	<input type="checkbox"/> Relocation	<input type="checkbox"/> Upgrade/Downgrade	<input type="checkbox"/> Cancellation

Company Details	
Company Name:	
Company Address:	
Billing Address: <small>(If different from above)</small>	
Postal Address:	
Service Type:	<input type="checkbox"/> Bilateral (Half Circuit) <input type="checkbox"/> Node to Node (Full Circuit) Specify 2 nd Carrier:

Contact Details		
	For Application Form	For Technical Setup
Contact Person:		
Position:		
Phone:		
Email:		
Mobile:		
Fax:		

For Bilateral Service Type		
Ordering Arrangement	<input type="checkbox"/> OSS Ordering	<input type="checkbox"/> Non-OSS Ordering
Billing Arrangement	<input type="checkbox"/> OSS Billing	<input type="checkbox"/> Non-OSS Billing

Service Details	
Speed:	
Contract Period:	<input type="checkbox"/> 1 Year <input type="checkbox"/> 3 Years
Interface Details	<input type="checkbox"/> X.21 <input type="checkbox"/> G.703
Date of Service Required: <small>(See Clause 10.2 for Lead Times)</small>	



Installation Site Details		
	Location A	Location B
Company Name:		
Building Name:		
Floor No:		
Street Address:		
Town/City:		
Country		
Contact Person		
Phone:		
Mobile:		
Email		

Relocation Site Details		
	From Location A	To Location B
Company Name:		
Building Name:		
Floor No:		
Street Address:		
Town/City:		
Country		
Contact Person		
Phone:		
Mobile:		
Email		

Upgrade/Downgrade	
Circuit ID:	
Existing Speed:	
New Speed:	
Cancelation	
Circuit ID:	
Cancellation Date:	



Charges				
1. New Installation/Upgrade/Downgrade				
1.1. International Circuit				
A. Bilateral (Half Circuit)				
Speed	Monthly Recurring Charge	Installation Charge	Other Charges	
B. Node to Node (Full Circuit)				
Speed	Monthly Recurring Charge	Installation Charge	Other Charges	
1.2. Domestic Local Loops				
A. A-End Domestic Local Loop				
Speed	Monthly Recurring Charge	Installation Charge	Other Charges	
B. B-End Domestic Local Loop (where applicable)				
Speed	Monthly Recurring Charge	Installation Charge	Other Charges	
2. Relocation				
	Relocation Installation Charge			New Monthly Recurring Charge of Domestic Circuit
	One-Time	Wiring	Other (eg. NTU)	
International Circuit				
A-End Domestic Circuit				
B-End Domestic Circuit				
3. Other Charges (Please Specify)				
4. Remarks (Special arrangement, Circuit/Network Configuration Plan. If space is insufficient, attach additional sheets)				



Agreement and Declaration

I/We agree to subscribe for TFL’s IPLC 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 IPLC 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

Name of Authorised Officer	Signature of Authorised Officer	Date	Company Stamp



For Official (AM) Use Only

Customer Order Date:		
Customer Order Receive Date:		
Request for Service Date:		
Agreement Ref:		
Bill Invoice Ref:		
Quotation Attached:	<input type="checkbox"/> Yes Ref No:	<input type="checkbox"/> No
Node to Node Service Partner:		
Client Code/First Name:		
Client Code/Last Name:		

Additional Information and Special Instructions :

Document Verified & Submitted By AM

Name	Signature	Date

1. DEFINITIONS

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

"Agreement" shall be referred to this service agreement.

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

"Bilateral IPLC" means the IPLC comprising TFL's half-circuit covering the international segment up to Sydney and not including any extension of the IPLC into the domestic network of Australia (which extension is to be provided by TFL under a separate agreement).

"Charges" means the charges payable by the Customer to TFL in respect of the Service as prescribed by TFL from time to time.

"Customer" shall hereon be referred to (you) the subscriber of the Service.

"Node to Node IPLC" means the end-to-end provisioning, maintenance, proactive monitoring and management of the IPLC connecting one site with another.

"IPLC" means international private leased circuit.

"Service" means the service known as IPLC service, which consists of either Bilateral IPLC or Node to Node IPLC as stated by the Customer in the Application Form

"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 3.3) and any renewal or amendment thereof.

"TFL" shall be referred to as Telecom Fiji Limited, the provider of the IPLC service.

2. GENERAL CONDITIONS

- 2.1. The Customer shall be bound by and shall fully observe and comply with all the General 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 General Terms and any other terms and conditions agreed or accepted by the Customer.
- 2.2. The words and expressions used in these Specific Terms and Conditions, which are defined in TFL Standard Terms and Condition but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the Standard Terms and Condition unless the context otherwise requires. The Customer can refer to <http://www.tfl.com.fj/> for perusal.
- 2.3. 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.
- 2.4. Any Clause in the General 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.
- 2.5. 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.
- 2.6. TFL shall downgrade or suspend your service without any prior notice if TFL deems that there is service degradation is attributed to the Customer interfacing equipment.

3. COMMENCEMENT AND TERM OF SERVICE

- 3.1. 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").
- 3.2. The minimum period of subscription for the Service shall be:
- 3.2.1. twelve (12) consecutive months; or
- 3.2.2. the period selected by the Customer (as stated in the Application Form).
- 3.3. The minimum period of subscription for the Service is 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.
- 3.4. For the avoidance of doubt, where the Customer increases or decreases the contractual period during the Term pursuant to Clause 6.3, 6.4 or 6.5, the Initial Contract Term shall be accordingly adjusted.



4. AGENCY

- 4.1. Subject to Clause 4.2, the Customer appoints TFL as its duly authorised agent ("Agent") and gives TFL full power and authority to order, purchase, hire and lease any local or international private wire or data lines or any services or facilities on the Customer's behalf from any carrier or telecommunications service provider in any country, if so required by any such carrier or telecommunication service provider or by any laws or regulations applicable in the relevant country.
- 4.2. On or before requesting the Service, the Customer may by notice in writing request TFL to act, or to not act, as its Agent in respect of the carrier(s) and telecommunications provider(s) identified in the Customer's notice. Acceptance or non-acceptance of the Customer's request under this Clause shall be at TFL's sole discretion, provided that:
 - 4.2.1. if TFL accepts the request, then TFL will proceed to provision the Service in accordance with the request;
 - 4.2.2. If TFL does not accept the request, then TFL may (without liability of any kind) decline to provide the Service: and
 - 4.2.3. If no request is made by the Customer, then the Customer shall be deemed to have accepted any carrier or telecommunications provider used or selected by TFL for the purpose of this Clause. The Customer confirms that the Customer will and does hereby adopt, ratify and be liable for all that TFL does or would do pursuant to the agency granted to TFL under this Clause ("Agency").
- 4.3. The Customer confirms that the Customer will and does hereby adopt, ratify and be liable for all that TFL does or would do pursuant to the agency granted to TFL ("Agency").
- 4.4. The Customer agrees to execute all such documents, deeds or instruments that may be required to be executed by any carrier or telecommunication service provider in the country to effect or perfect the Agency.
- 4.5. The Customer agrees that the Agency created pursuant to this Clause shall remain in force until revoked by the Customer with a written notice given to and acknowledged in writing by TFL. Revocation of the Agency shall be subject to any rights of TFL under contract, in law or equity for the recovery of any damages, costs, expense or indemnity from the Customer by TFL and arising both before and after the effective date of revocation.
- 4.6. The Customer warrants that there are no legal or other impediments to the creation and the existence of the Agency and agrees to indemnify and keep indemnified in full TFL against any damages, costs or expenses which TFL may suffer or incur by reason of a breach of this warranty.

5. YOUR RESPONSIBILITY

- 5.1. It is the Customers responsibility to maintain and manage data traversed through the connection at all times. All management of data or content management is the Customers responsibility and the Customer shall be responsible for all data (including SPAM/Junk Mail or Virus Attacks) traversed through the IPLC. In case where traffic causes excessive resource utilization on the TFL's interfacing equipment or network that results in degraded performance for other TFL customers, TFL reserves the right to immediately downgrade or suspend service without prior notice.
- 5.2. The Customer recognizes and acknowledges that it is illegal for any operator or any Individual to use the IPLC for reselling voice services. Any reselling of voice services over Internet Protocol (IP) is deemed illegal, which will result in TFL terminating the services without prior notice. Video Conferencing services such as Skype and net meeting are excluded.

6. TERMINATION

- 6.1. Subject to Clauses 7.1, 7.2 and 7.3, TFL or the Customer may terminate the Service by giving to the other not less than thirty (30) days' prior written notice.
- 6.2. If either party (Defaulting Party) commits a material breach, the other party (Terminating Party) may terminate the Service by a notice in writing if the Defaulting Party does not rectify the breach which is capable of rectification (other than the Customer's obligation to pay the Charges which shall not be subject to such rectification procedure) within thirty (30) days of the notice from the Terminating Party identifying the breach.
- 6.3. If at any time during the Term, the Customer wishes to reduce the contractual period and/or the speed(s) of the Service subscribed by the Customer, the Customer shall give TFL a written notice of at least thirty (30) days. In the foregoing event, the Service shall be deemed to be terminated on the effective date of the notice and the Customer shall be liable for the liability specified under Clause 7.2.
- 6.4. If at any time during the Term, the Customer by a written notice to TFL request for an increase of contractual period and/or speed(s) of the Service subscribed by the Customer, the change requested by the Customer shall be affected only if TFL agrees to the said change in writing. Any such change shall be subject to any change in the applicable Charges thereafter, which Charges shall be in accordance with TFL's rates at the relevant time.

- 6.5. The Customer may, with the written consent of TFL, purchase additional features or services ancillary to those provided under these Specific Terms and Conditions and upon provision of those services or features to the Customer these Specific Terms and Conditions shall also be deemed to apply to those additional services or features.

7. CUSTOMER'S LIABILITY ON TERMINATION

- 7.1. Subject to Clause 7.3, where the Customer gives a notice of termination of the Service, such notice having been given by the Customer as a consequence of the termination, for any reason whatsoever, of an IPLC agreement entered into between the Customer and any other telecommunications service provider outside the Republic of The Fiji Islands, the Customer shall be liable to TFL:
- 7.1.1. where the notice given is in accordance with Clause 6.1:
- 7.1.1.1. the rental up to and including the expiry date of the minimum period of subscription or the date thirty (30) days from the date of receipt of written termination notice whichever is the later; and
 - 7.1.1.2. the charges incurred through the equipment in respect of the Service rendered by TFL up to and including the date of termination of Service;
- 7.1.2. where notice given is not in accordance with Clause 6.1:
- 7.1.2.1. the rental up to and including the expiry date of the minimum period of subscription or the date thirty (30) days from the date of receipt of written termination notice whichever is the later; and
 - 7.1.2.2. the charges incurred through the equipment in respect of the Service rendered by TFL up to and including the date thirty (30) days from the receipt of written termination notice.
- 7.2. In the event of termination of the Service, the Customer shall be liable to TFL for:
- 7.2.1. where the termination date is the same as the expiry date of the Term:
- 7.2.1.1. the rental up to and including the date of termination,
 - 7.2.1.2. the charges incurred through the equipment in respect of the Service rendered by TFL up to and including the date of termination;
- 7.2.2. where the termination date is before the expiry date of the Term:
- 7.2.2.1. the rental up to and including the date of termination, AND
 - 7.2.2.2. In the case of a 1-year term contract:
 - 7.2.2.2.1. For speeds less than 45Mbps, 100% of rental for the Remaining Term;
 - 7.2.2.2.2. For speeds greater than or equal to 45Mbps, 100% of rental for the Remaining Term; and
 - 7.2.2.3. In the case of a term contract exceeding 1 year:
 - 7.2.2.3.1. For speeds less than 45Mbps, 20% of rental for the Remaining Term;
 - 7.2.2.3.2. For speeds greater than or equal to 45Mbps, 35% of rental for the Remaining Term, (where the "Remaining Term" is the period between the date of termination and the expiry of the Term), except that, if the Service is terminated in the first 12 months of the Term, the Customer shall be liable to TFL for 100% of rental for the period between the date of termination and the expiry date of the first 12 months of the Term; and
 - 7.2.2.4. The charges incurred through the equipment in respect of the Service rendered up to and including the date of termination of Service.
- 7.3. Where the termination is a result of termination of Service between the Customer and the relevant telecommunication authority of a foreign Territory for reasons beyond the Customer's control (of which TFL shall be the sole judge), the Customer shall be liable to TFL for:
- 7.3.1. the rental up to and including the date of termination; and
 - 7.3.2. the charges incurred through the equipment in respect of the Service rendered by TFL up to and including the date of termination

8. LIABILITIES OF TFL

- 8.1. In the event that there is a failure, disruption or degradation of Service owing to:
- 8.1.1. a fault attributable to TFL, TFL shall use its reasonable endeavours to restore the Service as soon as reasonably practicable. In the event that TFL is unable to restore Service within seven (7) calendar days, the Customer may terminate the Service and such termination shall be its sole remedy against TFL. In the foregoing event, the Customer's liability to TFL for such termination shall be to pay the rental and any other Charges due up to and including the effective date of termination; or



- 8.1.2. a fault not attributable to TFL, TFL shall not be liable to the Customer for the resulting failure, disruption or degradation of Service and the Customer shall continue to be liable for all Charges payable by the Customer for the Service notwithstanding the failure, disruption or degradation of Service.
- 8.2. In the event that the Service is terminated by TFL pursuant to Clause 6.2 hereof, TFL's liability, if any, to the Customer shall in no event exceed a sum equivalent to 20% of the Charges that would have been payable by the Customer to TFL for the remainder of the unexpired Term had the Service not been terminated as aforesaid. In such an event, TFL shall have no other liability whatsoever to the Customer or any other party whomsoever.
- 8.3. In the event that any services in any country are terminated, suspended, disrupted or otherwise affected for any reason whatsoever (including, without limitation relocation of the local leased circuits in any country), TFL shall not be liable to the Customer for the resulting termination, disruption or failure of Service and the Customer shall continue to be liable for all Charges payable by the Customer for the Service notwithstanding the termination, disruption or failure of Service.
- 8.4. TFL reserves the right to terminate all or partial IPLC service if there is a dispute between the Customer and TFL or if there is a breach of any TFL terms and conditions.

9. SERVICE REQUIREMENTS AND LIMITATIONS

- 9.1. The terminating or end-point(s) of the Service must be a legally valid business or residential address at premises owned by the Customer in Fiji. The Service shall not terminate at any premises not approved by TFL for that purpose, including but not limited to cable stations, earth stations, TFL telephone exchanges, manholes, rooms housing a main distribution frame, power rooms, lead-in pipes, ducting, at any outdoor site, or at any premises not owned by the Customer. TFL shall not entertain any request for termination of Service at any such sites.
- 9.2. The Customer acknowledges that Service availability is subject to:
 - 9.2.1. availability of resources including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;"
 - 9.2.2. geographic and technical capability of the TFL network and of TFL's delivery systems at the time at which the Service is requested or delivered; and
 - 9.2.3. provisioning time for equipment that is required by TFL to provide the Service.
- 9.3. Service is only available for installation and operation indoors, and the Customer shall at all times ensure it maintains an indoors environment for the Service.
- 9.4. The Customer shall not:
 - 9.4.1. through the use of the e-mail name or password infringe any copyright or other intellectual property rights pertaining to the information or resources available nor shall the Customer retain such information or resources for re-use in any computer system or otherwise;
 - 9.4.2. attempt to gain access to any computer system connected to the Internet without due authorisation by the computer system;
 - 9.4.3. use the Service to access information or resources which are private to individuals and organisations unless permission to do so has been granted by the owners or holders of the rights to such resources and information; or
 - 9.4.4. when accessing any other network through the Services breach the rules or regulations appropriate for such other network.
- 9.5. The Customer shall obtain TFL's prior written approval before:
 - 9.5.1. interconnecting the Service to any third party's network whatsoever; or
 - 9.5.2. making any changes to the Customer's network configuration that may affect TFL's network or services during the Term.
- 9.6. 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:
 - 9.6.1. the proper installation and testing of such wiring or cabling is completed prior to the Commencement Date of Service; and
 - 9.6.2. such wiring or cabling is labelled clearly to demarcate it as belonging to the Customer.For the avoidance of doubt, the Customer shall be fully liable for any act(s) or omission(s) of the said third party.
- 9.7. The Customer may, with the written consent of TFL, purchase additional features or services ancillary to the Service and, on provision of those additional services or features, these Specific Terms and Conditions shall also apply to those additional services or features.

10. SERVICE PROVISION

- 10.1. TFL reserves the right not to accept or not to proceed with any application for Work if:
 - 10.1.1. the Application Form submitted by the Customer and received by TFL is not duly completed and signed;



- 10.1.2. TFL considers it is unable to provide the Service due to non-availability of resources (including, without limitation, unavailability of cable or network equipment);
 - 10.1.3. 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
 - 10.1.4. The condition of Clause 9.1, 9.6, **Error! Reference source not found.** is not satisfied by the Customer.
- 10.2. The service provisioning lead-times for Service are as follows:
- 10.2.1. The standard service provisioning lead-time is 20 working days for up to 3 links;
 - 10.2.2. the express service provisioning lead-time for the Services is 10 working day which is only applicable for link speeds upto 4Mbps;
 - 10.2.3. More than 3 links will be treated as a project and an implementation plan will be provided upon request.
- The lead times serve only as a guide and are subject to resource availability. TFL will give the committed lead-time for a service at the point when TFL accepts the application and provides the Request For Service (RFS) date. Installation charges for service provisioning are based on standard lead-times, and the charges for express provisioning lead-times may be different.
- 10.3. 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, where applicable, shall apply.
- 10.4. The Customer acknowledges and agrees that:
- 10.4.1. for the purposes of determining the date on which TFL shall complete the installation (the "RFS Date"), unless TFL agrees otherwise the RFS Date shall be set on a Business Day and all installation work shall take place within Business Hours. TFL shall be entitled to impose additional charges for any work done pursuant to any RFS Date that does not fall on a Business Day and for installation work that the Customer requests to be conducted outside Business Hours; and
 - 10.4.2. if the application for the Service 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 application, and if an application for the Service is received after 12 noon on any day, the next Business Day shall be counted as the first day of application.
- 10.5. If TFL is unable to complete all or any of the Work on or before the RFS Date, then the Customer must either:
- 10.5.1. cancel that part of the Work that TFL is unable to complete on or before the RFS Date, without being liable to pay the cancellation charges referred to in Clause 10.7 of these Specific Terms and Conditions;
 - 10.5.2. accept that part of the Work that TFL has completed, and pay for the same at TFL's then prevailing rate; or
 - 10.5.3. agree to a revised RFS Date for TFL to complete the Work, and pay for the same at TFL's then prevailing rate and other than a claim (if any) available to the Customer under Clause 11.5, the Customer shall have no other claim against TFL, and TFL shall have no liability in contract, at law or in equity, for failure to complete the Work on or before the RFS Date.
- 10.6. Where the Customer requests a deferment of the RFS Date:
- 10.6.1. TFL reserves the right not to accept the deferment request and, in such an event, the Service ordered as specified in the Application Form shall be deemed cancelled and the Customer shall pay TFL cancellation charges in accordance with Clause 10.7.
 - 10.6.2. If TFL agrees to the deferment:
 - 10.6.2.1. the revised RFS Date shall be no more than thirty (30) days from the initial RFS Date. If the Customer wishes the revised RFS Date to be beyond thirty (30) days, then TFL reserves the right to discontinue the Work and, in such an event, the Service ordered as specified in the Application Form shall be deemed cancelled and the Customer shall pay TFL cancellation charges in accordance with Clause 10.7; and
 - 10.6.2.2. 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 the period between the originally agreed RFS Date and the date of completion of the Work.
 - 10.6.2.3. No deferment request shall be entertained by TFL after the activation of the Service on the RFS Date.
- 10.7. If the Customer cancels, or is deemed to have cancelled, the Work, the Customer shall be liable to pay the cancellation charges at TFL's then prevailing rate.
- 10.8. If TFL commissions the equipment and Service and the Customer's facility subsequently deteriorates to a level below the specifications and operating conditions advised by TFL, then the Customer shall



rectify the situation forthwith to meet the specification, failing which TFL shall charge to the Customer all repair or replacement costs for any affected TFL equipment housed in the deteriorated facility.

- 10.9. If the Customer requests for a change of the terminating point 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, and the Customer shall pay TFL cancellation charges in accordance with Clause 10.7.
- 10.10. 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.
- 10.11. Relocation of the Service shall be subject to resource availability. In addition, the Customer shall also be liable for any applicable relocation or one-time installation charges for the relocation of the relevant Service.

11. SERVICE LEVEL GUARANTEE

- 11.1. The Customer shall be entitled to the following Service Level Guarantee (SLG) for the Service, subject to the terms and conditions specified in this Clause 11 and the Schedules to these Specific Terms and Conditions.
- 11.2. The SLG guarantees the installation ("Installation Work") and maintenance ("Maintenance Work") for the Service.
- 11.3. In consideration of the Customer fulfilling and complying with each of its obligations and covenants relating to Services, TFL commits to the service level(s) described in Schedule 1.
- 11.4. Details of the SLG
 - 11.4.1. TFL guarantees to complete the Installation Work and/or Maintenance Work for the Service within the respective guaranteed periods as stated below:
 - 11.4.1.1. to complete the Installation Work for the Service by the RFS Date;
 - 11.4.1.2. to complete the Maintenance Work for the Service within such period as may be specified by TFL in such manner as may be appropriate, which period shall commence from the time the fault is reported by the Customer to TFL's designated fault reporting centre.
 - 11.4.2. Installation Work
 - 11.4.2.1. The Installation Work under this SLG covers the provision of the Service up to TFL's network interface points.
 - 11.4.2.2. If the Customer's premises are not under TFL's telecommunication cabling distribution scheme or the cabling network within the said premises is not provided by TFL, then TFL shall propose for it to provision and install wiring and socket(s) for the Customer from TFL's network interface points to the Customer's premises, which shall form part of the Installation Work, and TFL shall charge and the Customer shall be liable to pay an additional cost as prescribed by TFL from time to time.
 - 11.4.2.3. If the Customer wishes to decline TFL's proposal in respect of the provision and installation of wiring and/or socket(s), then the Customer may either:
 - 11.4.2.3.1. appoint, at its own cost, a licensed contractor to carry out the said work and perform the necessary testing with TFL upon completion of the said work, by the agreed upon RFS Date; or
 - 11.4.2.3.2. terminate the Service.

If the Customer's licensed contractor fails to complete the said work and testing by the RFS Date, then the Customer shall be required to request for a deferment of the RFS Date specified under Clause 10.6. If the Customer terminates the Service before the relevant RFS Date, then the Customer shall pay to TFL the amounts as stated in Clause 10.7. Where the Service is terminated after the relevant RFS Date, the Customer shall be subject to Clause 7.
 - 11.4.2.4. Subject to the Customer agreeing to the proposal under Clause 11.4.2.2, if TFL fails to complete the Installation Work by the RFS Date owing to matters within TFL's control, then the Customer may make a claim in accordance with Clause 11.5.
 - 11.4.2.5. Where the Service is provided without a physical visit by TFL's staff and/or agent to the Customer's premises, TFL shall notify the Customer of the date and/or time ("Activation Time") when the Service shall be activated. If the Service is not activated at or after the Activation Time, then the Customer shall report such non-activation "fault" to TFL within the First Period (as hereafter specified) after the Activation Time to enable TFL to check and rectify the fault leading to the non-activation, if necessary. However, if the Customer reports such fault after the said First Period, then TFL shall check and rectify the fault within the Second Period (as hereafter specified) from the time such fault is reported by the Customer, and the

RFS Date shall be correspondingly extended to the end of the said Second Period. The First Period and Second Period shall be as specified by TFL from time to time in such manner as TFL considers appropriate.

11.4.3. Maintenance Work

The scope of the Maintenance Work under this SLG covers:

- 11.4.3.1. restoration of the Service up to TFL's network interface points; and
- 11.4.3.2. any replacement, if deemed necessary by TFL, of such wiring and/or socket(s), which has been laid or installed by TFL, under Clause 11.4.2.2, between TFL's network interface points and the Customer's premises. Such replacement shall be payable by the Customer to TFL at a cost prescribed by TFL from time to time. If the Customer does not agree to pay the said cost, then TFL reserves the absolute right not to carry out any replacement work and shall be absolved from any obligation to maintain the Service.
- 11.4.3.3. If TFL fails to restore the Service in accordance with Clause 11.4.1.2 owing to matters within TFL's control, then the Customer may make a claim in accordance with Clause 11.5.

11.5. Customer Claim

- 11.5.1. The Customer may claim a rebate of no more than the applicable installation charges in respect of the Service affected at any one time for the period of delay of the Installation Work beyond RFS Date. For the purposes of this Clause, the installation charges applicable as at the date of the completion of the Installation Work shall be used to determine the amount of the rebate. The claimable amount and the period of delay leading to such claim shall be as specified by TFL from time to time. Any costs incurred under Clause 11.4.2.3 shall fall outside the scope of the rebate.
- 11.5.2. Subject to Clauses 11.4.3.1 and 11.4.3.2, the Customer may claim a rebate of no more than the applicable monthly recurring charges in respect of the Service with respect to which a fault reported by the Customer to TFL's designated fault reporting centre is confirmed at any one time and there is a delay of Service restoration by TFL. The claimable amount and the period of delay of Service restoration leading to such claim shall be as specified by TFL from time to time.
 - 11.5.2.1. The Customer's claim under Clause 11.5.2 shall be limited to the failure of the Service only. The Customer shall not be entitled to make any claim in respect of any other Service whatsoever which may be or is directly or indirectly affected by the failure of the said Service.
 - 11.5.2.2. The aggregate of the claims made by the Customer for the Service in any calendar month shall in no event exceed the latest monthly recurring charges payable for that Service for that month. For the purpose of this Clause, the fault restoration time for the Service is used to determine a claim made in that calendar month.
- 11.5.3. If the Customer is entitled to make a claim in respect of the affected Service under other service level guarantee schemes besides this SLG, then the Customer shall only be permitted to make a claim under one of the applicable service level guarantee schemes.
- 11.5.4. A claim by the Customer hereunder shall be received in writing (with the information in Clause 11.5.5) through TFL's appointed Account Manager by the fourteenth (14th) day of the following calendar month of the completion of either the Installation Work or the Maintenance Work, as the case may be. The amount in respect of any claim hereunder shall be paid to the Customer in the form of a rebate.
- 11.5.5. The following information **must** be enclosed to support the claim:
 - 11.5.5.1. Service Number(s) of the circuit(s) affected;
 - 11.5.5.2. Account Number(s) of the affected circuit(s);
 - 11.5.5.3. Date and time of the complaint(s);
 - 11.5.5.4. TFL's Fault Ticket Number(s) for the stated Fault(s);
 - 11.5.5.5. Name of the person(s) who lodged Fault(s);
 - 11.5.5.6. Reason for dissatisfaction and/or claim.
- 11.5.6. TFL will assess the claims submitted by the customer with its own Fault records, and if the Customer is entitled to a rebate pursuant to the claim made hereunder, TFL will notify the customer and then the amount of the rebate will be credited into the Customer's affected account(s) after it has been processed by TFL and will be reflected in TFL's bill to the Customer in accordance with TFL's billing cycle on the following month.
- 11.5.7. The guarantee and rebates provided by TFL under this SLG:
 - 11.5.7.1. are of an ex-gratia nature and personal to the Customer, and are non-transferable;
 - 11.5.7.2. are available subject to Service schemes and any Laws; and



11.5.7.3. are subject to the terms of this SLG and any rules or regulations made under the same.

Notwithstanding anything to the contrary in this Clause 11.5, if the Customer qualifies to make any claim under this SLG, TFL shall honour its obligations in respect of that claim but in the event of a dispute as to whether the Customer qualifies to make a claim or as to the quantum of the claim payable to the Customer, TFL's decision on the matter or issues shall, in its sole discretion, by final and conclusive. Further, TFL reserves the right to vary or withdraw this SLG at any time without being liable to the Customer in any manner whatsoever whether in damages or otherwise, provided always that any variation to the SLG or withdrawal shall not affect any rebates that may already have accrued under this SLG prior to such variation or withdrawal.

11.6. Monitoring & Payment Process for Service Level Guarantee

11.6.1. TFL shall use its own Fault records to track the time taken by TFL to rectify Faults.

11.6.2. The RFS Date shall be used by TFL in determining the amount of Rebate, if any, available to the Customer in accordance with Schedule 1.

11.6.3. Service Availability

For any Month in which a Fault has occurred, TFL shall determine the number of minutes of Service Availability for that Month. This information shall be used by TFL in determining the amount of Rebate, if any, available to the Customer in accordance with Table 2 of Schedule 1

11.6.4. MTTR Performance

For any Month in which a Network Outage has occurred, TFL shall determine the average number of hours taken to restore Circuits in that Month. This information shall be used by TFL to determine the amount of Rebate, if any, available to the Customer in accordance with Table 3 of Schedule 1.

11.6.5. Subject to Clause 11.6.2, Rebates for Provision of Service shall be calculated as a percentage of the one-time Installation Charge, which percentage shall depend on the number of Business Day(s) the Access Service is commissioned after the RFS Date, as set out in Table 1 of Schedule 1.

11.6.6. Subject to Clause 11.6.3, Rebates for Service Availability shall be calculated as a percentage of the Monthly Rental for the relevant Circuit(s) in the particular Month, and will be credited within two (2) Months after the Month in which the Customer submitted a claim in accordance with Schedule 2.

11.6.7. Subject to Clause 11.6.4, Rebates for MTTR shall be calculated as a percentage of the Monthly Rental for the relevant Circuit(s) and will be credited within two (2) Months after the Month in which the Customer submitted a claim in accordance with Schedule 2.

11.6.8. If the Customer disputes TFL's record on the service level of the relevant Circuit(s) and/or as to the amount of any Rebate available to the Customer, the Customer shall not be entitled to be credited with any Rebate until and unless the dispute has been resolved.

11.7. Exclusion from SLG

Notwithstanding anything to the contrary in this SLG, the Customer shall not be entitled to make any claim under this SLG in any of the following circumstances:

11.7.1. disconnection and/or reconnection of the Service due to any non-payment of any Fees and Charges; or where the Service is disconnected by reason of it being used for any illegal or unlawful purpose; or otherwise where the Customer is in breach of the terms and conditions of Service;

11.7.2. provision of the Service under promotional packages or trials with or without any fees or charges;

11.7.3. fault due to any equipment, wiring and/or socket(s) and/or cabling network owned or operated by the Customer, or Customer acts or omissions, including those of Customer's employees, officers, contractors, agents or vendors;

11.7.4. provision or restoration of the Service where overhead pole erection is involved, or where any site co-ordination meeting is involved, or where any offshore island is involved, or where TFL needs to obtain or maintain any license, wayleave, permission or easement necessary to the provision or maintenance of the Service;

11.7.5. TFL's staff and/or its agent have difficulty accessing to or working in the Customer's premises due to the premises being inaccessible, in unsafe working condition or in any other inadequate or deficient state;

11.7.6. provision of the Service upon the Customer's requested appointment time on the RFS Date, or on a date different from RFS Date as agreed, or where the RFS Date is changed by the Customer;

11.7.7. delay in provision or restoration of the Service, or interruption to the Service, caused by events beyond TFL's reasonable control (as defined in Clause 12), including but not limited to

removal of or damage caused to TFL's distribution point, cables or poles by whomsoever and for whatsoever reasons;

- 11.7.8. provision of the Service in areas where there is no existing or sufficient TFL cable or equipment capacity in the vicinity;
 - 11.7.9. where TFL is unable to provide or maintain the Service or there is a delay in providing or maintaining the Service owing to any regulatory constraints, prohibitions or limitations or any failure, refusal or delay by any building owner or regulatory authority, including IDA in granting TFL any wayleave, license, approval or consent to use the MDF or TER(s) in any building which is necessary or incidental to the provision or maintenance of the Service;
 - 11.7.10. disruption of the Service due to deterioration of the Customer's facility housing TFL equipment to a level below the specifications and operating conditions advised by TFL;
 - 11.7.11. provision of the circuit for temporary usage;
 - 11.7.12. planned outages of which TFL has given advance notice;
 - 11.7.13. Customer equipment not being ready thereby affecting the RFS Date;
 - 11.7.14. network outages for which the Customer has not reported a fault. Pro-active monitoring and any detection by TFL of any Fault are excluded in this SLG;
 - 11.7.15. throughput of the Circuit bandwidth;
 - 11.7.16. any period for which TFL, during testing action, confirms has Circuit performance consistent with TFL's performance standards.
 - 11.7.17. periods where the Circuit(s) has been restored by diverting all information from the affected site to another local location chosen by the Customer as part of a disaster recovery plan separately subscribed for by the Customer;
 - 11.7.18. fault reported by Customer but no fault is found or confirmed by TFL;
 - 11.7.19. periods where Customer's staff are not available or contactable;
 - 11.7.20. a Circuit is able to communicate with at least one other Circuit or application on the TFL Network.
- 11.8. Miscellaneous
- 11.8.1. Except for the claims that the Customer may make under Clause 11.5, TFL shall not be liable to the Customer or any person claiming through the Customer for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, such as, but not limited to, loss of profits or business.
 - 11.8.2. Under this Clause "Service" shall mean the affected circuit.
 - 11.8.3. Under this Clause "MDF" shall mean the room housing the main distribution frame and "TER" shall mean the room housing telecommunications equipment.

12. FORCE MAJEURE

- 12.1. If any party is wholly or partly unable to carry out its obligations under this Agreement due to a cause beyond that party's control ("Force Majeure") including, but not limited to, acts of god, strikes, lock outs or other industrial disturbances, land owner issues, unavoidable accident, fire, flood, earthquake, explosion and laws, rules and regulations or orders of any duly constituted governmental authority, that party must give the other party prompt notice of the cause and insofar as known, the probable extent to which that party will be unable to perform or will be delayed in performing such obligations whereupon such obligation of that party giving the notice will be suspended so far as the party is prevented from performing the obligations by such course during the continuance or the intervention of such Force Majeure.

13. MAINTENANCE AND TESTING

- 13.1. TFL shall issue a commissioning report to the customer which shall provide the technical status of the link at the time of delivery.
- 13.2. The parties will cooperate with each other in performing joint tests to the extent reasonably necessary to establish the Service or to detect, isolate and remedy Service related problems. Joint tests will be at no charge to the other party, if such tests are conducted by remote testing systems. If an on-site technician is necessary and the trouble is located on Customer's side of the interface, actual material and labour prices at TFL's standard rates will apply.
- 13.3. TFL will perform routine maintenance as is customary to reasonably maintain the Service, Transport, and Router, if applicable, as described herein. All such maintenance will be performed at no additional charge to Customer if the fault which gives rise to the maintenance request is determined by TFL to reside on the TFL side of the point of demarcation between TFL and Customer or in the Router.
- 13.4. Customer understands and agrees that temporary interruptions may occur as normal and reasonable events in the provision of the Service. All Systems need routine maintenance from time to time. TFL will endeavour to provide Customer five (5) business days advance notice, or if not possible,



reasonable advanced notice if TFL believes that such routine scheduled maintenance will affect Customer's Service. In the event of a network/systems emergency requiring immediate attention, TFL reserves the right to perform emergency maintenance without notice or upon short notice, and shall use all reasonable efforts to minimize the effect of such work on Customer's Service.

13.5. Customer acknowledges and agrees that TFL has no control over third party networks Customer may access in the use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of TFL. TFL will not be responsible for Customer's inability to access the Service due to circumstances not in the direct control of TFL, such as individual user's own equipment capabilities and/or limitations and/or software limitations.

14. FAULT REPAIR

14.1. The Customer must report a fault in Service by calling TFL's Call Center on 112233 or such other number as TFL may from time to time provide to the Customer. The Customer will at the time of report provide TFL with a Contact Telephone Number to enable TFL to advise on the progress being made to clear the fault.

14.2. If the Customer reports a fault in Service, TFL will respond by carrying out one or more of the following actions:

14.2.1. providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;

14.2.2. where possible, carrying out diagnostic checks from TFL's premises; or

14.2.3. visiting the Customer's Premises only if TFL's action under clause 14.2.1 and 14.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by TFL.

14.3. TFL will take all proper steps without undue delay to correct the fault.

14.4. 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, then TFL may, at its discretion, charge the Customer a fee for the fault report at TFL's then prevailing rate.

14.5. If TFL agrees to attend a reported fault in Service After Hours, the Customer must pay a charge calculated at TFL's standard rates.

15. USE AND LIMITATIONS

15.1. TFL may:

15.1.1. reject or refuse to perform any Services that are not in compliance with its applicable specifications and standards, laws and regulations and/or public interest standards as determined by TFL; and

15.1.2. from time to time and without notice, make changes in Services that in its sole judgment will best serve TFL's customers. TFL's partial rejection or refusal of any portion of Services will not release Customer from its obligations with respect to the remaining Services being performed.

16. LIMITATION OF LIABILITY

16.1. The Customer agrees to indemnify and hold TFL harmless from any claims resulting from the use of the Service. TFL shall not be liable for any indirect, incidental, special, punitive or consequential damages of any kind that may result from the Customers' use of the Service including, but not limited to, any such damages for loss of data or loss of profits resulting from delays, non-deliveries or service interruptions

17. SYSTEM MANAGEMENT

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

18. CONSENT TO USE AND DISCLOSE INFORMATION AND DATA

18.1. The Customer agrees that TFL shall be entitled to use or disclose any information or data disclosed by the Customer.

19. GOVERNING LAWS AND JURISDICTION

19.1. The rights and obligations of signatories of this document shall be governed by, and this agreement shall be construed and enforced in accordance with, the local, domestic laws of The Republic of Fiji and in Courts of Republic of Fiji Islands.

SCHEDULE 1: SERVICE LEVEL GUARANTEE AND REBATES

- The rebates in this Schedule apply at the highest applicable level in the particular circumstance and are not cumulative (e.g. if a 15% rebate for Provision of Service is available to the Customer, that amount is the only amount of rebate available to the Customer in that circumstance).
- The Customer will only be entitled to receive Rebates for Provision of Service if TFL is unable to provide the service per the RFS date. The service level committed by TFL is per indicated in Table 1 of this Schedule.
- The Customer will only be entitled to the higher applicable Rebates for either Service Availability or MTTR. The service level committed by TFL is per indicated in Table 2 and Table 3 of this Schedule.

Table 1 - Provision of Service

Service Level	Rebate (% of Installation Charges)
Delay:	
1 working day	2%
2 working days	5%
3 working days	7.5%
4 working days	10%
>5 working days	15%

Table 2 - Service Availability

Zones	Access Types		Rebate (% of Monthly Rental)
	Fiber	Copper	
Zone 1	Below 99.7%	Below 99.4%	10%
Zone 2	Below 99.4%	Below 99.1%	5%
Zone 3	Below 99.1%	Below 98.9%	5%

Table 3 - MTTR Performance

Service Level			Rebate (% of Monthly Rental)
Zone 1	Zone 2	Zone 3	
4 - 10 Hours	6 - 12 Hours	8 - 14 Hours	5%
10 - 24 Hours	12 - 24 Hours	14 - 24 Hours	10%
24 - 48 Hours	24 - 48 Hours	24 - 48 Hours	20%
More than 48 Hours	More than 48 Hours	More than 48 Hours	30%

Table 4 - Zones

Zones	Towns/City
Zone 1	CBD Suva city, Lami, Lautoka, Namaka, Labasa
Zone 2	Other Major Towns Ba, Nausori, Nadi, Sigatoka
Zone 3	Other Towns Pacific Harbour, Navua, Rakiraki, Savusavu, Tavua, Taveuni

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SCHEDULE 2: REBATE CALCULATION

To determine the Rebate amount, TFL shall make a same period comparison of the Rebate derived from the Service Availability calculation and Mean Time To Repair calculation methods, and rebate the higher of the two amounts calculated.

Service Availability Calculation

Service Availability is calculated on a calendar month basis as follows:

$$\frac{(A - B)}{(A)} \times 100\%$$

Where A = Total available time for the Month
= 24 hours * days in Month
B = Total Network Outage time for each Circuit in the Same Month

Network Outage Time

Network Outage time is the sum of all minutes in which the Customer's line to the TFL Network is unavailable for reasons other than those set out in Clause 11.7 of the Specific Terms and Conditions for TFL's services. It is calculated from the time of TFL's acknowledgement of the Customer's report of a Fault via telephone to TFL's Contact Center, to the time of TFL's notification to the Customer that the line connection had been restored.

Mean Time To Repair (MTTR) Calculation

MTTR is calculated on a Monthly basis as follows:

$$\frac{B}{F}$$

Where B = Total Network Outage time per Circuit in the Month
= 24 hours * days in Month
F = Total number of Faults for same Circuit in the same Month