

# Engin SFOA: Landline Service Description

Last Updated 25 November 2015



## 1. General

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- 1.1 Standard Form of Agreement: Landline Service Description (**SFOA: Landline SD**) document forms part of your Agreement with Engin Pty Ltd ABN 70 080 250 371 (**Engin, we, us or our**).
- 1.2 You are not required to sign this document, you agree to the terms of the SFOA by the act of buying a Service from us.
- 1.3 Your Agreement with us for the supply of Services consists of:
  - (a) your application;
  - (b) SFOA - General Terms, which applies to all Engin Services and to all Engin customers;
  - (c) Service Descriptions, which sets out the terms of use for specific Services;
  - (d) your Plan, specific details of which are available on our website; and
  - (e) Engin Acceptable Use Policy which applies to some Services and aspects of some Plans.
- 1.4 If there is an inconsistency between any of the items in, the order of precedence will be your application, your Plan, the SFOA - General Terms, and relevant Service Description/s.
- 1.5 This Agreement starts when we accept your application.
- 1.6 You agree it is your responsibility to ensure that any person you allow to use the Landline Service complies with this Agreement as if they were you.
- 1.7 Current fees and charges for your Engin Landline Service can be found on our website in the Schedule of Fees and Charges.
- 1.8 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.9 Capitalised terms not defined in this document have the meaning given to them in the **Engin Standard Form of Agreement – General Terms (SFOA – General Terms)**.

## 2. About Engin Landline Services

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- 2.1 We will supply a Landline service that is a Standard Fixed Line Telephone Service, also known as a PSTN (**Landline Service**) which will allow you to make calls and receive calls from a telephone located at your premises.
- 2.2 The Landline Service also allows you to access a range of other telephone services including a standard telephone number, a directory listing, provision of directory assistance and operator services and other enhanced calling features.
- 2.3 To receive the Landline Service you must be the occupier of a premises or their authorised representative.

- 2.4 You agree that we may modify or replace one or all of the features of the Landline Service or provide additional features to those set out in the Landline Service Description.
- 2.5 You will have commenced using the Landline Service from the Landline Service Start Date. If your request for a Service is deemed to be fraudulent, the request or the provisioned Service will be terminated.
- 2.6 The Landline Service can be provided as part of a bundle (for example with a DSL service) or on a standalone basis.

### **3. Service Limitations**

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- 3.1 Engin may not be able to exercise control over and thus will not make any warranty regarding:
  - (a) your right or ability to use, access or transmit any content using the Landline Service;
  - (b) the accuracy and completeness of content accessed or transmitted;
  - (c) the consequences of you accessing or transmitting any content using the Landline Service
- 3.2 The Landline Service is not designed for application to business critical objectives and is a consumer grade service. Connection to the Landline Service is only available at premises that have access to the Engin network.
- 3.3 You expressly acknowledge and agree that the following services are not available to you as part of, or in connection with, this Service:
  - (a) Local Wide Area Calls; or
  - (b) pensioner concessions or discounts; or
  - (c) other carrier special rates; or
  - (d) free Message Bank or ISDN; or
  - (e) capped local data; or
  - (f) such other services that are not expressly provided for in this Service Description or as we may notify you from time to time as unavailable.

#### **Priority Assistance**

- 3.4 Engin does not offer a Priority Assistance service for life threatening medical conditions.

### **4. Types of Voice Calls**

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- 4.1 Charges for calls are set out in the individual Plan for the Landline Service and vary between Plans.

#### **International Calls**
- 4.2 International call rates are subject to change without notice. Call rates vary by destination and call type, and charges for International calls are published on our website
- 4.3 Prior to making international calls, you should determine what kind of service you are calling e.g. International mobile, special service, residential landline etc.
- 4.4 Mobile to International Service interconnectivity is not supported.
- 4.5 From time to time we may bar calls to certain International destinations if we:

- (a) suspect that calls to that destination are fraudulent calls,
- (b) believe they pose a real threat to the Engin network, our customers or national security, or
- (c) are instructed to by the regulator or law enforcement agency

4.6 You may place restrictions on making International Calls from your Service by contacting us.

## 5. Value Added Services

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- 5.1 Value Added Services are additional features that may be available to you.
- 5.2 Some value added service services incur a charge and some incur no charge. You can contact us to have Special services activated or deactivated. In some cases you can activate Value Added Services through your handset. If you activate a Value Added Service through your handset, you acknowledge that you will be charged for this service in accordance with the charges published on our website, if the pricing is not on our website we will pass through to you the charge from the underlying carrier.
- 5.3 Charges for value added service are published on our website. Special services may include:
- (a) Voicemail;
  - (b) Call waiting;
  - (c) Call number display;
  - (d) Call Forwarding;
  - (e) Call barring (total);
  - (f) Call barring (partial);
  - (g) Three way calling;
  - (h) Selective calling;
  - (i) Call return; and
  - (j) Any other Value Added Service as offered by engin from time to time.
- 5.4 You must check with your existing service provider whether you have existing value added services attached to your landline service. We will endeavour but cannot guarantee to maintain your value added services. If we cannot provide a certain value added service this will be removed from your line when it is ported to us.
- 5.5 The list of Value Added Services set out in clause 5.3 of this Service Description may vary from time to time and we may add, remove or vary the Value Added Services. Where we reasonably believe that an addition, removal or variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

## 6. Premium Services

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### Barred by default

- 6.1 Calls to "19xx" service numbers will be barred by default.

## Telecommunications Service Provider (Premium Service) Determinations

6.2 In accordance with Part 9A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* and the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*, we are required to provide you with the following information:

- (a) A Premium Service is (definitions of the component words below are set out in the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*):
  - (i) A. a carriage service supplied by way of a call to a number with an eligible prefix; or
  - (ii) B. a content service supplied by way of a call to a number with an eligible prefix; or
  - (iii) C. a public mobile telecommunications service that enables an end-use to access a proprietary network.
- (b) A Premium Service is typically a content service that is connected with the following:
  - (i) competitions; or
  - (ii) chat services; or
  - (iii) horoscopes; or
  - (iv) age-restricted content and sex services; or
  - (v) news, sports and weather updates; or
  - (vi) music and video clips; or
  - (vii) voting; or
  - (viii) directory services; or
  - (ix) gambling services; or
  - (x) financial information.
- (c) There are significant financial risks associated with Premium Services and calls to Premium Services typically attract significant call rates (for example, \$4.95 per minute). The cost of a Premium Service will typically appear on your telephone account and you will be liable to pay those costs. Some Premium Services may be addictive (such as age-restricted content and gambling services) and in view of the significant call rates, calling a Premium Service may present a significant financial risk to you (including the risk of bankruptcy or insolvency or other financial hardship).
- (d) In order to minimise your financial exposure to Premium Services, you may contact us to bar telephone calls from your Basic Telephone Service to some or all Premium Services. Alternatively or additionally, you may take steps to ensure that only persons that are authorised by you have access to your Basic Telephone Service or that the use of your Basic Telephone Service is monitored or restricted.
- (e) If you are the account holder, you will generally be liable to pay any account of ours which may bear charges in respect of, or in connection with, the Premium Services.
- (f) If you have a complaint in respect of any Premium Service, you may contact:
  - (i) us, your supplier on 1300 558 888;

- (ii) the Telecommunications Industry Ombudsman on 1800 062 058 the Telecommunications Industry Ombudsman is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet service;
- (iii) the Telephone Information Services Standards Council on 1300 139 555 the Telephone Information Services Standards Council is an independent regulatory body that sets fair standards for the message content and advertising of any Australian telecommunication service with the prefix 190; and
- (iv) the Australian Communications and Media Authority on (03) 9963 6984 the Australian Communications and Media Authority is a government agency responsible for the regulation of broadcasting, the internet, radiocommunications and telecommunications.

## 7. Pricing information

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7.1 This part of this Agreement sets out the various Plans which are available under the Landline Service, and the:

- (a) Monthly Access Fee;
- (b) Standard Call charges; and
- (c) Included Calls per Month (if applicable).

7.2 Certain calls are subject to our Acceptable Use Policy which is published on our website.

7.3 All timed calls are charged in 30 second increments.

7.4 Sets-up fees/charges are subject to change. Current charges are published on our website.

7.5 No Flagfall fee applies.

### International Calls

7.6 Charges for International calls are published on our website and are subject to change without notice. International calls incur a connection charge of 20 cents per call.

### Included calls

7.7 Some Plans have included calls. If in any month, you have not made an amount of calls equal to the included call allowance per month the balance of the included calls will not be carried forward to the next month.

7.8 If your chosen Plan states there is a periodic entitlement for free or included calls per month, in addition to charging you the Monthly Access fee, you may incur Charges for Calls you make that month in excess of the included calls per month, applicable to your chosen Plan.

7.9 All 'Included Calls' are subject to our Acceptable Use Policy, which is available on the Engin website.

### Standard Pricing

7.10 All timed calls are charged in 30 second increments.

7.11 International calls are charged at the applicable rate published on the Engin website, and are subject to change without notice.

#### **Bundle Plans**

7.12 The Engin Bundle Plans are inclusive of your ADSL service as well as your Landline connection. The two services are sold as a bundle, and cannot be purchased at the same prices separately.

7.13 In return for the financial savings associated with the Plan, customers are required to waive their rights under the Customer Service Guarantee. More information on the Customer Service Guarantee is available on our website.

#### **Additional Landline services**

7.14 Standard pricing for calls applies to additional Landline services however an additional monthly access fee applies.

7.15 In some circumstances additional Landline Services will not be provided if an existing ULLS has not been provisioned, trenching is required, or if a customer wishes to purchase an Engin Landline Service through a Spectrum Sharing arrangement. Having a DSL Service with another provider, and wanting to set up a Landline Service with Engin simultaneously on the same ULLS.

### **8. Early Termination Fees**

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8.1 Engin Landline Services and Bundle Plans can be provided on a month to month agreement or a 24 month Agreement term.

8.2 You may be liable for disconnection fees on other products you have purchased from us, for example if you have agreed to a minimum term and you cancel before the end of that term. See your Plan details for Early Termination Fees.

8.3 If the Landline or Broadband service is cancelled prior to the Agreement term expiring, an Early Termination Fee (ETF) is applied.

### **9. Service features**

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9.1 We will endeavour to provide the Landline Service in accordance with the relevant Service Description but may change some elements of the Landline Service Description at any time for operational or network Planning reasons.

9.2 We will use reasonable endeavours to ensure that such changes do not adversely impact your use of the Landline Service.

9.3 You agree that we may at any time, and without first telling you or asking for your consent:

- (a) modify or replace one or all of the features of the Landline Service; or
- (b) provide additional features to those set out in the Schedule of Fee and Charges (available on the engin website).

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## 10. Access

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### Equipment required

- 10.1 In order to access the Landline Service, you will need access to a Public Switch Telephone Network (PSTN) at your premises, an ACMA certified handset and a registered Service.
- 10.2 You agree that the ability to use all the Landline Services and each of its features will depend upon the features and functionality of your telephone handset, or chosen Plan.
- 10.3 You may purchase equipment from Engin for use in conjunction with the Landline Service. The manufacturer's warranty in any such equipment, and title to that equipment passes to you when you pay for it. Risk in that equipment passes to you upon delivery.

### Premises requirements

- 10.4 Your premises will require access to the Engin Network via an access line. Accessibility to the network is not guaranteed you will be advised of this through a preliminary Service Qualification.
- 10.5 We may not be able to provide the Landline Service where trenching is required. The submission of an order to port an existing telephone number is only valid if the customer wishes to access the Engin Landline Service in the same exchange that their current number is listed in.

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## 11. Provisioning

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- 11.1 Provisioning of the Engin Landline Service will commence once your order has been approved and accepted.
- 11.2 Provisioning may take up to 21 business days to occur, subject to rejection.

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## 12. Connection of your Service

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### Access line required

- 12.1 If you cannot connect to the Landline Service because an access line does not exist, a third party technician may be sent out to connect your residence to an access line. You must provide the third party technician with safe access to your premises in order to have your residence connected to an access line. If you do not own the premises, you must obtain the owner's permission and indemnify Engin against a claim by the owner or occupier of the premises in relation to the technician's entry onto those premises to install the outlet and access line so that you can connect to our network.

### Authorised person present

- 12.2 An authorised English-speaking adult must be present if a technician needs access to the residence. If the customer or an authorised English speaking adult is not available at the premises during the connection of the 'access line', the connection will not proceed and you will be charged a 'retarget fee' may apply (see Schedule of Fees and Charges) and a new date will have to be set for the connection to take place.
- 12.3 During the process undertaken by the technician, your existing service may be inoperable. You may nominate an alternative telephone number to which your calls will be diverted. If a number is

not nominated, your telephone calls will be diverted to an automated message advising the caller of the unavailability of your service. You will not be charged for the diversion. You acknowledge that there may be a delay between the time that you request the Engin Landline Service, and the time it takes for Engin to establish the necessary connections to connect to the Engin Landline Service. The technician will only install one outlet and one access line at your premises. Installation of additional lines will incur a connection fee.

### **13. Interruptions and outages**

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#### **Necessary Interruptions**

- 13.1 From time to time necessary interruptions to the Landline Services may occur for reasons such as maintenance and upgrades.
- 13.2 The Engin Network is dependent on the underlying network of other providers over which we exercise no control. Certain features of the Landline Service may not be available during upgrades.
- 13.3 You acknowledge that Engin will limit its liability to you regarding faults caused by interruptions to the networks of our providers.

#### **Miscellaneous Interruptions**

- 13.4 Engin will not be liable to provide the Landline Service to you if it becomes impracticable to do so because of any cause beyond Engin's reasonable control, including without limitation force majeure, civil disorder or war, national or local emergency, adverse weather conditions, industrial dispute or acts or omissions of other carriers or carriage service providers or any authority.

### **14. Call Termination**

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- 14.1 You are responsible for ensuring all calls that you or another person (with or without your consent) initiates on the Engin Landline Service is terminated.

### **15. Monitoring Services**

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- 15.1 Where a Monitoring Service or other hard-wired telephony device is fitted on the telephone line used to deliver the Engin Landline Service, you acknowledge that Engin will not be held liable for faults or disruptions to the Landline Service or the Monitoring Service.
- 15.2 Failure to install a central splitter and network termination device while operating a Monitoring Service, at your own expense, may result in interruptions or interferences in the Landline Service. Onus rests on you to advise the provider of your Monitoring Service of the changes that will be made once the Landline Service is provided to you. Examples of such services include 'Panic Alarms' or Surveillance equipment.
- 15.3 Porting a Landline Service with an enabled Monitoring Service on your line may cause your port request to reject.

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## 16. Fault Reporting

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16.1 It is recommended that before you contact Engin for fault rectification, you try and make sure that the fault has not been caused by equipment at your premises. Engin will endeavour to repair or have repaired any fault on the network, however limits its liability regarding any faults caused by facilities not under our direct control. Should we investigate a fault and determine that the fault is attributable to equipment, hardware or cabling that you own or are responsible for, we will on charge any costs or fees passed to us by third parties. Should Engin agree to your request to rectify the fault, Engin will on charge all costs for the work required to rectify the fault.

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## 17. Interception

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17.1 We have responsibilities to assist law enforcement and Government agencies. Should engin or the underlying Carrier receive valid interception warrants from appropriate agencies, we will adhere to all requests made within the law by these agencies.

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## 18. Incorrect Order Submission

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18.1 It is imperative that all orders submitted be completed correctly. Engin or third parties may reject orders that are submitted with incorrect information. We may be charged a penalty for incorrectly submitted orders. All penalties will be on-charged to you accordingly.

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## 19. Service Relocation

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19.1 If you move and the Landline Service is available at your new address, and you wish to maintain the Landline Service, we may charge you a relocation fee (see Schedule of Fees and Charges).

19.2 You must provide Engin with at least 30 days' notice when relocating.

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## 20. Data Transfer

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20.1 While we will exercise due care and skill in providing the Landline Service, you agree that your ability to use the Landline Service to access, use or send voice data will depend upon the features and functionality of your handset and the nature and quality of the line.

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## 21. Caller Number Display (CND)

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21.1 When a call is made from the Landline Service, your telephone number may be displayed to the end party if you do not block CND.

21.2 If party calling the Landline Service has not blocked CND for calls made from their equipment, the telephone number of the calling party may be displayed on the screen of the handset which receives the call, if the handset is technically capable of displaying Caller ID and Caller ID is active on your Service.

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## 22. Preselection

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- 22.1 You expressly acknowledge and agree that it may be a condition of some Plans or Services (or parts of a Plan or Service) that you maintain Preselection in favour of us in respect of certain call types and Services that we may notify you of from time to time.
- 22.2 If you choose a carrier other than the default provider (Engin) to make long distance calls, Engin will charge you a monthly fee (see Schedule of Fees and Charges).

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## 23. Transfer to Engin

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- 23.1 If you already have a Landline service from a third party, we may be able to transfer (or port) your Service across to Engin.
- 23.2 You are responsible for all charges incurred with your existing service provider and for reviewing the terms and conditions of your agreement with your existing provider to determine what costs may be incurred by you when you port your Service to us.

### Service qualification

- 23.3 In order to transfer your existing service to Engin from another service provider, your service must be qualified. If your service passes the preliminary qualification, you will be allowed to apply for an Engin Landline Service. We will not charge you for porting a telephone number across to our network successfully, however before you do so, it is imperative to contact your current service provider in the event that you should have complex services e.g. fax streaming, spectrum sharing etc. and disable these features.
- 23.4 You accept that during the port process, there may be a brief interruption to your existing service.
- 23.5 If we are able to port the Landline Service, you authorise Engin to act on your behalf to transfer your existing Service.
- 23.6 We will activate the Landline Service by porting your existing Service across from the third party provider.

### Delay

- 23.7 We are not liable for any delay by, or any act or omission of, the third party from whom you acquire the Landline Service in respect of completion of the transfer process.
- 23.8 We are not liable for any delay in the transfer process or if your transfer is rejected.

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## 24. Numbering

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- 24.1 Numbers are automatically allocated to your Engin service upon activation in line with the Telecommunications Numbering Plan 1997. Once a service has been disconnected the number will be quarantined for a specified period and the account holder will no longer have Right of Use of that number.
- 24.2 Engin will comply with National Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the

ACMA. Engin will notify the customer of any numbering change affecting the customer as soon as practical. Information about your Rights of Use is available at [www.acma.gov.au](http://www.acma.gov.au).

### **Geographic Numbers**

- 24.3 The Telecommunications Numbering Plan 1997 is administered and regulated by the Australian Communications and Media Authority (ACMA).
- 24.4 The Numbering Plan stipulates that “*a geographic number must not be used except in connection with the supply of a local service*” meaning that geographic telephone numbers such as the type used and allocated with the Engin service may only be used from their allocated geographic area. For example, you are not permitted to use a Melbourne number in Sydney.

## **25. Unusual and fraudulent usage**

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### **Unusual use**

- 25.1 Unusual usage is monitored by Engin. At our discretion, we may impose a High usage alert at any point in time.
- 25.2 If Engin deem your usage as abnormal in respect of your selected Plan, we may suspend or restrict the Landline Service (or any part of the Landline Service) until you pay either the next invoice or you pay an agreed amount of monies toward the un-invoiced charges.

### **Fraudulent use**

- 25.3 You agree to notify Engin immediately, in writing or by calling the Engin Customer Service, if you suspect that your service is being used fraudulently.
- 25.4 In such an event, you must provide your account number and a detailed description of the circumstances of the fraudulent use of the Engin Landline Service. Failure to do so in a timely manner may result in the termination of your Service and you will be liable to pay for the use of the Landline Service, even if it was done so fraudulently. Therefore you agree to check you billing itemisation regularly in order to circumvent such activities.
- 25.5 If you are responsible for the fraudulent use of the Landline Service, Engin will take whatever course of action necessary, including legal action, to recover damages and lost income from you that Engin is rightfully entitled to.

## **26. Acceptable Use Policy**

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- 26.1 Engin offers a number of residential Plans that are covered by the Acceptable Use Policy. The Acceptable Use Policy is designed to ensure that engin can effectively manage its network, comply with upstream supplier requirements, and meet the supply needs of all customers.
- 26.2 The policy is available on the engin website or from customer service.

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## 27. Customer Service Guarantee

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- 27.1 A key obligation placed on Carriage Service Providers who supply a Standard Telephone Service is the Customer Service Guarantee (CSG). The CSG is a standard intended to promote service improvement and protection against poor service and outlines minimum performance requirements for specified services (including enhanced call handling features such as Call waiting).
- 27.2 The standard excludes customers with 5 or more 'phone lines' and does not apply to customer equipment or the disconnection of a service.
- 27.3 If you take a Landline Engin Plan, you acknowledge that you waive your protection and rights under the Customer Service Guarantee in return for significant benefits being low cost call rates and/or included calls.

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## 28. Suspension and Termination of the Landline Service

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- 28.1 Your Service may be suspended or terminated in accordance with the Standard Form of Agreement: General Terms. Although we will endeavour to give as much notice as reasonably practicable, we may suspend the Landline Service at any time.

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## 29. Suspension for unusual usage

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- 29.1 At our discretion we may suspend the Landline Service (or any part of the Landline Service) until you pay the next invoice or incurred call charges.
- 29.2 We may suspend or limit the Landline Service if in our opinion the amount of Charges incurred is unusually high, having regard to matters including:
- (a) Your previous daily Charges;
  - (b) Your uninvoiced Charges total; and
  - (c) Any unusual calling use patterns.
  - (d) Breach of the Acceptable Use Policy (where applicable)
- 29.3 Suspension for unusually high charges is to protect you against unaffordable charges incurred. We will attempt to contact you prior to suspension of the Landline Service for high usage.

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## 30. Immediate suspension, limitation and termination

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- 30.1 Although we will try to give you as much notice as is reasonably practicable, we may, if we choose (and without notice) immediately:
- (a) Suspend or limit the Landline Service (or any feature of it) for any period we think is reasonably necessary; or
  - (b) Terminate this Agreement, if:

- (i) You fail to pay us the Charges or are in breach of this Agreement for some reason other than those set out elsewhere in this Section, and where such breach can be corrected, you fail to correct the breach within 7 days of us requesting you to do so; or
- (ii) We believe that:
  - (A) the use of the Landline Service (or any feature of it) by you or any other person is or might damage, impair or interfere with the Landline Service or any of our systems or equipment; or
  - (B) the Landline Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities; or
  - (C) You are not using an ACMA certified handset

#### **Your responsibility for our costs incurred**

30.2 You will be responsible for any costs incurred if:

- (a) you become Insolvent; or
- (b) you are a partnership, the partnership ceases; or
- (c) we believe that the use of the Landline Service (or any feature of it) by you or any other person is or might damage, impair or interfere with the Landline Service or any of our other systems or equipment;
- (d) the Landline Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
- (e) the Landline Service (or any feature of it) is being used by you or another person in a manner which is unusual, unreasonable, excessive or fraudulent;
- (f) you have engaged in fraudulent activities in relation to the Landline Service (or a feature of it); or
- (g) you are, or are operating as a Carriage Service Provider or Carrier.

#### **Direction from regulatory authority**

30.3 Although we will try to give you as much notice as is reasonably practicable, we may, without notice immediately:

- (a) Suspend or limit the Landline Service (or any feature of it) for any period we think is reasonably necessary; or
  - (b) Terminate this Agreement,
- if we are required to do so by, a regulatory authority such as the ACMA or a law enforcement agency

### **31. Suspension, limitation and termination with notice**

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31.1 In addition to our rights above, we may, with at least 30 days' notice:

- (a) Suspend or limit the Landline Service (or any feature of it) for such period as we determine is reasonably necessary; or
- (b) Terminate this Agreement.

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## 32. Your right to terminate this Agreement

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32.1 By providing us with at least 30 days' notice you may terminate this Agreement by calling us. We will invoice you for all Charges you incur (including the Monthly Access fee) up to the time actual termination takes place. If you agreed to a minimum connection period, you may be required to pay a disconnection charge as outlined in this agreement.

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## 33. Termination as a Result of Porting

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33.1 You may terminate this Agreement by porting your Engin Landline telephone number to another service provider. If you port your number to another provider and you have agreed to a minimum term, you may be required to pay a disconnection charge as outlined in this agreement.

33.2 Local number portability (LNP) is supported conditionally. For reasons of technical feasibility, Engin cannot offer split bundles to a customer with a DSL bundle consisting of a DSL connection and an associated Landline Service. If a customer wants to port or churn a telephone number away from Engin, they will also need to disconnect their DSL Service, as neither Service, DSL nor Landline, can be transferred independently.

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## 34. Consequences of Suspension

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34.1 If we suspend or limit the Landline Service, you will be barred from using the Landline Service until we un-bar the Landline Service.

34.2 We will continue to charge you, and you must pay us, the Monthly Access Fee in respect of the period during which we have suspended or limited the Landline Service (or any feature of it).

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## 35. Definitions

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**Australian Mobiles** means a directly dialled voice telephone call from your Service to a mobile phone service provided in Australia.

**Engin Service** means a directly dialled voice telephone call from your Service to another service on the Engin network (either VoIP or Landline). Unless otherwise stated, calls from one Engin Service to another Engin Service will incur no charge.

**International Destinations** means a directly dialled voice telephone call from your Service to a number outside of Australia.

**Landline Service** has the meaning given in **clause 2.1** of this Service Description.

**Long distance** (or **STD** or **National Calls**) means a directly dialled voice telephone call from your Service to an Australian fixed line telephone service with a Geographical Number that is not within your local charge zone. If you have chosen another Long Distance provider through your Pre-select Option, please contact your Long Distance provider for call tariffs.

**Special Services** means a directly dialled voice telephone call from your Service to an Australian service number. Rates vary by call type. Refer to the Engin website for current pricing.

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**Standard Local Call** means a directly dialled voice telephone call from your Service to a fixed line telephone services with a Geographical Number in the same local charge area. All Standard Local Calls are un-timed by law.

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