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PORTING AUTHORITY FORM TELEPHONE SERVICE - BUSINESS (Category A & C)

CUSTOMER DETAILS

Company Name			
Authorised Contact Name		ABN	
Position		Daytime Contact Phone	
Billing Address		Alternate Contact Phone	
Suburb	State	Post Code	Preferred Time to Call

CARRIER DETAILS

State	Loosing Carrier	Loosing Account	Numbers	Physical Address	Assoc to other #
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PORTING AUTHORITY

I certify that I have the authority as lessee of the telephone numbers listed on this form, or as the authorised agent for the lessee, to request porting of these telephone numbers to Cynergic and that I or the lessee (as the case may be) do not have a contractual obligation with another carrier or service provider, relating to these telephone numbers.

I request that Cynergic and/or its agents port the telephone numbers listed and understand that porting will result in disconnection of these telephone numbers from our current carrier and finalisation of the current account(s) for these telephone numbers. I indemnify Cynergic against any loss or damage it may suffer as a result of any information included in this form or the above certification being incorrect.

I also authorise Cynergic and/or its agents to obtain from my current carrier service details to facilitate this port for services listed in Step 2.

Name	Signature	Date
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EMERGENCY RETURN AUTHORITY

Emergency Return means the establishment of an interim service by return to your original service, or if that is not possible, establishment of an alternative service. The interim service will operate during the Emergency Return Request period.

You will agree to and will seek agreement from your previous supplier to the terms and conditions of the supply of this service prior to the Porting. This includes agreeing to the timeframe in which it will be restored in the event that an Emergency Return is required.

You agree that if an Emergency Return is required Cynergic will request an Emergency Return from your previous carrier during the Emergency Return Request Period without further consultation with you. You acknowledge that you have read and agree to the terms and conditions of this Porting Authority Form.

Name	Signature	Date
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AGENCY SECTION

I authorise the Cynergic nominated representative to complete and sign a new PAF for the purposes of carrying out the port to Cynergic in circumstances where:

- * this PAF expires
- *additional details are to be added
- *editing or deleting of details is required
- *Cynergic requires an agent or 3rd Party to perform part or all of the port

This authority will remain in place for 12 months from the date of signature or until such time as Cynergic is otherwise notified.

Name	Signature	Date
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TERMS & CONDITIONS

1: Local Number Portability

1.1 The Porting of your Phone Number will be conducted in accordance with the "Australian Communications Industry Forum, Industry Code - Local Number Portability ACIF C540 September 1999" ("LNP Code") and any bilateral arrangements. Subject to the terms and conditions of the Standard Agreement, you may Port your Phone Number from your previous Supplier to Cynergic if that Phone Number is declared Portable under the ACA Numbering Plan 1997 and no exemption has been granted by the ACA.

1.2 If you wish to Port your Phone Number from Cynergic to another Supplier, then you must contact that other Supplier. Porting from Cynergic to another Supplier will be conducted in accordance with the LNP Code and any other bilateral arrangements.

1.3 In order for Cynergic to Port your Phone Number you must complete and sign this Porting Authority Form (PAF), which also includes authority for an Emergency Return. In order for the Port to proceed this form must be completed in accordance with the LNP Code and any other bilateral arrangements.

1.4 In accordance with the LNP Code, a request for Porting shall be rejected if:

- a) the request is for the Porting of Out of Area Numbers;
- b) the request is for the Porting of a non-portable telephone numbers;
- c) the LNP Code requires the request to be rejected; or
- d) Cynergic cannot otherwise provide portability for that Phone Number in that circumstance.

1.5 Cynergic is able to provide you with the facility to implement the Porting of your telephone numbers(s) outside of your normal business hours of operation, if required. Cynergic will require access to your premises for the porting implementation. Failure to provide access to your premises at agreed times or failure to provide sufficient notice to change an agreed time may result in:

- a) the Porting implementation not being completed within the agreed implementation schedule; and
- b) loss of existing Service.

1.6 Cynergic cannot Port your Phone Number and move the address of your Phone Number on the same day.

1.7 If your Phone Number(s) is inactive at the time of the Porting by Cynergic, you must notify Cynergic as soon as the Phone number(s) become active.

1.8 For the purposes of clause 11 of the standard agreement, the provision of Porting is the provision of a telecommunications Service.

1.9 Cynergic charges you for the Porting of a Phone Number. For charges please refer to the Voice Service Schedule.

2.0 You acknowledge that by Porting the Telephone Number, any DSL/Spectrum Sharing Service associated with that Telephone Number is disconnected and may result in finalisation of the Customer's DSL/Spectrum Sharing account for that service.

2.1 You acknowledge that although you have the right to Port your Telephone Number(s) to Cynergic, there may be costs and obligations associated with the Port which may include early termination fees and Porting fees for your existing carrier.

3: Emergency Return

3.1 Prior to signing the Porting Authority Form, you must negotiate and agree with your previous Supplier regarding the service that could be provided in the event that an Emergency Return is required.

3.2 If you have Ported your Phone Number away from Cynergic, the terms and conditions set out in this Standard Agreement will apply to your Service in the event that an Emergency Return to Cynergic is required.

3.3 In the event of an Emergency Return to your previous Supplier, you may experience an extended period of outage whilst the Service from your Supplier is restored.

3.4 Cynergic will endeavour to assist you in the event of an Emergency Return to Cynergic, in which you may experience an extended period of outage whilst the telephone numbers from Cynergic is being restored.

3.5 Acting in accordance with the LNP Code and any other bilateral arrangements, in the event of an Emergency Return to your previous Supplier, Cynergic:

- a) Will notify your previous Supplier of the Emergency Return requirement;
- b) Is not responsible for any period of outage; and
- c) Is not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Cynergic).

3.6 In the event of an Emergency Return to Cynergic, Cynergic;

- a) is not responsible for any period of outage; and
- b) is not liable to you or any person claiming through you for damage, loss, costs or expenses or other liability in contract, tort or otherwise direct or indirect, for or in relation to the Emergency Return (including the negligent act or omission of Cynergic).