

This Voice Service Agreement ("Agreement") is a request to Voyager Internet Limited ("Voyager") from the organisation described below (hereinafter referred to in this Agreement as "the Customer") to provide Voice over IP services to the Customer. This Agreement is not accepted by Voyager until confirmed in writing that the requested service and installation type is available. All pricing described below is exclusive of GST. This Agreement must be read in conjunction with the Voice over IP Business Terms which shall form part of this Agreement.

Organisation Details	
Legal Name / Name	
Trading Name	
Company Number	
Physical Address	
Postal Address	
Phone	
Billing Details	same as above
Billing Email Address	
Site contact Name	
Site contact Email Address	
Site contact Mobile/DDI	
Technical Contact	same as above
Name	
Email Address	
Mobile/DDI	

Monthly Base Products

Qty	Description	Each	Total
	Cloud Voice User Access / Extension (No Handset or Minutes)	\$ 10.00	
	Cloud Voice Basic Extension Only (No Handset or Minutes)	\$ 5.00	
	SIP Trunk (Per Channel)	\$ 10.00	
TOTAL			

Monthly Calling Bundles

Qty	Description	Each	Total
	1000 NZ Landline Minutes	\$ 10.00	
	100 NZ Mobile Minutes	\$ 10.00	
	1000 NZ Mobile Minutes	\$ 75.00	
TOTAL			

Add-on Monthly Services

Qty	Description	Each	Total
	Fax to e-mail Service	\$ 10.00	
	NZ Toll Free Number	\$ 10.00	
	Audio Conference Service	\$ 10.00	
	Cloud Softphone – Mobile App	\$7.50	
	NZ Telephone Number / DDI (Each)	\$ 5.00	
	NZ Telephone Number / DDI (10 Pack)	\$ 30.00	
	NZ Telephone Number / DDI (100 Pack)	\$ 100.00	
TOTAL			

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Non-Bundle Handset Options (Purchase or Rent)

Description	Buy Qty	Buy Each	Buy Total	Rent Qty	Rent Each	Rent Total
Yealink SIP-T41S		\$ 175.00			\$ 10.00	
Yealink SIP-T48S		\$ 390.00			\$ 25.00	
Yealink SIP-T46S		\$ 295.00			\$ 20.00	
Yealink W60P		\$235.00			\$ 15.00	
Yealink W56H		\$160.00			\$ 10.00	
JABRAPRO920		\$ 315.00			\$ 20.00	
Yealink EXP40		\$ 160.00			\$ 10.00	
Yealink EXP50		\$ 155.00			\$ 10.00	
Yealink RT30		\$250.00			\$15.00	
Yealink YHS33-USB		\$ 45.00		NOT AVAILABLE FOR RENT		
Yealink PSU SIPPWR5V		\$ 15.00		NOT AVAILABLE FOR RENT		
Yealink PSU SIPPWR5V2A-AU		\$20.00		NOT AVAILABLE FOR RENT		
Yealink YHS33		\$50.00		NOT AVAILABLE FOR RENT		
Yealink EHS36		\$60.00		NOT AVAILABLE FOR RENT		
Yealink DDK10		\$30.00		NOT AVAILABLE FOR RENT		
Yealink WF40		\$45.00		NOT AVAILABLE FOR RENT		
Yealink BT40		\$45.00		NOT AVAILABLE FOR RENT		
TOTAL				TOTAL		

Connection Details

Is Voyager providing Internet Connectivity	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Number Allocation Details

Will you be porting an existing number		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes please complete the Number Porting Request Section below, otherwise complete the following:			
Qty of New NZ Numbers		Area / Town	
Qty of New NZ Toll free		Preferred Number	

Number Porting Request

Current Provider	
Account Name on Invoice	
Account Number	
Contact Person on Porting Day	
Contact Mobile Number	
Requested Porting Date (Minimum 3 Working Days)	
Porting Time	
Numbers to be Ported:	

**YOU WILL NEED TO ATTACH A COPY OF YOUR LATEST INVOICE
EACH NUMBER PORTED WILL COST \$20.00 AND APPEAR ON YOUR NEXT INVOICE.**

Additional Notes

Referral Code

Voice Business Terms

1. Definitions

"we", "our", or "us" refers to Voyager Internet Limited, and "you" or "your" refers to the Customer.
 "Service", "Services", "Product", or "Products" shall refer to all goods and services of any kind that we provide to you as specified in a Service Agreement.
 "Service Agreement" means the Voice Service Agreement which is not confirmed by us until we accept and confirm your order and verify that the requested Service and installation method is available.
 "Commencement Date", unless otherwise specified, means the date on which we notify you that the Service is available.
 "Terms" means these Voice Business Terms.

2. Our Charges

The cost ("Charges") for each Product or Service shall be outlined in a Service Agreement and shall begin from the Commencement Date, regardless of when they begin to be used. You are liable for all Charges regardless of who uses the Product or Service.

If Services are provided for a specific term and that term has ended, then we will continue to charge you on a month to month basis for that Service unless we agree to a new term. You shall remain liable for those Charges and these Terms shall continue to apply.

3. Billing & Resale

We will send you an invoice for the Charges at the end of each month, which you will pay without deduction (other than validly disputed amounts) on the 20th day of the month following ("the Due Date"). Unless agreed otherwise, fixed charges are payable in advance, and other charges are payable in arrears.
 Part payment of any invoice will not amount to full and final settlement and the remainder of your invoice will remain due on the Due Date.
 Unless we explicitly agree in writing, you are not permitted to resell any Product or Service and you affirm that you are the end user.

4. Disputed Accounts

You agree that unless you dispute a Charge prior to the Due Date, then you accept that Charge as valid and agree to pay it in full and without deduction. If you dispute a Charge, you must notify us immediately and without delay. We will investigate the dispute, and while we are doing this you do not need to pay the disputed amount, but are required to pay any amount due that is not disputed. If we agree with your assessment, we will issue an amended invoice without delay. If we do not agree with your assessment and you still dispute the account, then you agree to submit the dispute for final and binding resolution to a mediator appointed by the Chair of LEADR New Zealand Inc in accordance with their standard mediation agreement.

5. Overdue Accounts

If you do not pay an invoice by the Due Date, we may charge you interest at 10% per annum on the unpaid amount from the Due Date until the date you pay it. Interest shall be calculated and compounded daily. You must also pay any costs that are incurred by us or our agents in recovering the money that you owe us.
 We reserve the right to suspend or restrict any Service that we provide for you until payment is made in full, and you will continue to remain liable for all Charges.
 This section does not apply to the portion of any invoice that is validly disputed.

6. Consumer Guarantees Act

Our Product(s) and Service(s) are provided for business purposes and you acknowledge and agree that the Consumer Guarantees Act 1993 does not apply.

7. Subcontract & Assignment

We may, at our sole discretion, subcontract any or all of our obligations under this or any other Agreement you have with us without your consent, provided that we will remain ultimately responsible to you for carrying out those obligations.

You may not assign or have someone else perform your side of any agreement with us without our prior written consent. We may assign or have someone else perform our side of any agreement we have with you.

8. Changes to these Terms

We may change these Terms from time to time, and will provide you no less than 30 days written notice when we do so. We may further change any Service Agreement, provided that we are providing the same or equivalent Products or Services for the same or lower cost. If any change to our Terms or Service Agreement is seriously detrimental to you, then you may elect to terminate the affected Service without penalty or fee.

9. Confidential Information

All Product & Service information and pricing that is not on our website is to be treated as confidential and shall not be disclosed to any other party unless we agree to this in writing. You must also not disclose any commercially sensitive information that you receive from us, unless we agree to this in writing.

10. Termination

We require 30 days written notice for the termination of any Service. If that Service is being provided to you for a specific term and you cancel within that term, then you must also pay us a penalty fee of \$195 unless explicitly stated otherwise in the Service Agreement.

Either party may terminate any or all Services immediately and without penalty if the other party:

- materially breaches these Terms; or
- (or its directors/principals) goes into liquidation, bankruptcy, or receivership; or
- has a receiver or statutory manager appointed over any or all of its assets; or
- is removed from the Companies Register, is dissolved, or dies; or
- commits an act of fraud, theft, or dishonesty that impacts the other party.

If we require consent from owners of any site for access in order to supply you with a particular Service and the owners of that site withdraw such consent or request us to remove our equipment, then we may terminate the Service provided to you by written notice with effect of the date on which access to the site will be unavailable to us. You acknowledge and accept that we will not be liable to you in any way for failure to supply any Service where we terminate such Service under this provision.

Termination due to breach of these Terms will not affect other rights and remedies. If Services are terminated due to breach, then you agree to pay us any monies owing (including any applicable penalty fee of \$195, unless explicitly stated otherwise in the Service Agreement) and immediately return any equipment owned by us or provide us access to retrieve our equipment.

An ETC of \$195.00 applies if the customer cancels within 12 Months of your 12 Month contract term.

11. Our Equipment & Access

We will supply and install any equipment needed to provide the Services, unless agreed otherwise. Acquiring our Products or Services does not give you any proprietary rights to any part of our network or equipment.

You agree to provide a safe and secure operating environment for our equipment; follow our directions when connecting anything to our network or equipment; not damage or interfere with our equipment; and notify us as soon as reasonably practicable if there is any failure of or damage to our equipment.

You agree to pay for any damage or loss to our equipment caused by any reason other than normal wear and tear.

You agree to provide us access to any premises where our equipment is located or due to be located for the purposes of installing, maintaining, replacing, or retrieving that equipment. We will endeavour to provide at least 24 hours' notice of requiring access to your premises.

12. Invalidity and Severance

If any provision of these Terms is unlawful and/or unenforceable, then it will be severed from the rest of these Terms which shall remain in force. Each provision of these Terms is separately binding.

13. These Terms

These Terms supersede all prior Terms.

The termination of Services with us does not affect any rights and responsibilities that are intended to continue or come into force after such termination.

14. No Partnership & No Third Party Rights

Nothing in these Terms is deemed to constitute either party as partners, agents, or legal representatives of the other.

Neither you nor we intend to create rights in or grant remedies to any third party as a beneficiary of these Terms or any Agreement with you, and these Terms or any Agreement with you shall be for the sole and exclusive benefit of you and us.

15. Pricing excludes GST

Unless explicitly stated otherwise, all pricing quoted to you by us excludes New Zealand Goods and Services Tax of 15%.

16. New Zealand Law

All Products and Services are provided to you under New Zealand law. You may take action against us only in a New Zealand court or tribunal with the appropriate jurisdiction.

The Customer Confirms that all the information above is correct and that they have read and agreed to the Voice Business Terms above.

Name	Sign	Date