



NBN Data Service – Kindergartens

ALL PRICES INCLUDE GST.

How to use this form:

Please complete one agreement per account.

Individual/Organisation Name for billing purposes (must be over 18 years or be countersigned by guardian).

Your Contact Details

Organisation Name:

Billing Address:

Postal Address:

Contact Name:

Postcode:

Telephone:

Fax:

Email:

Mobile:

➔ Part A: NBN Set up

Confirmation of receipt of order and connection procedure is sent back to you within 3 working days.

Non-standard or additional installations may incur charges payable by you. NBN will advise you of any applicable charges.

If you are connecting within a new development area you may be liable for a connection charge of \$300 from NBN.

Once the NBN roll-out has been completed in your area, services over the legacy copper network will no longer be available at your premises and any copper services that are still connected at your premises on the Disconnection Date are liable to be disconnected.

The installation of NBN FTTN or FTTC may disconnect the current copper-line telecommunications service that is connected to your premises.

Any existing services and devices that rely on your copper-line telecommunications service may no longer work (such as back-to-base alarms, fax machines and EFTPOS). Please check with your device/service manufacturer or provider to see if the device is NBN compatible.

Customer equipment beyond the network boundary point may not work when you connect to NBN. You will be responsible for the cost of cabling work to connect these to your NBN service.

NBN cancellation procedure:

Kindergarten IT Program NBN contracts remain in force for 1 month from date of signature.

Responsibility:

Kindergarten IT Program will assist in troubleshooting issues connecting the internet to the Kindergarten IT Program-supplied computer.

Kindergarten IT Program will provide an NBN-ready modem/router (NTD router). You may connect your own router or switch to the NTD router.

Kindergarten IT Program is not responsible for your Local Area Network (LAN). This includes wireless LANs and devices attached to the wLAN.

Payment Method: (if required)

Payment is by Direct Debit or Cheque (please attach cheque to form)

BANK ACCT: LIBRARY BOARD OF VICTORIA - VICNET

ANZ BSB: 013-160 ACCT: 7770 17696

➔ PART A: Set-up

My voice provider will be:

☒ NBN set-up no fee

Total

\$ NA

My existing internet connection

Network Termination Device (NTD router) *included*

List your current internet service (eg, ADSL, 3G etc)

Total

☒ NBN router provided

\$ NA

➔ PART B: List the number of sites to connect and total the amount for each item.

NBN 50/20 (Mbps) Unlimited data

NBN 50/20 (Mbps) Unlimited data

☒ provided

Total

\$no charge

➔ PART C: Connection details. NOTE: The service number is the phone/fax number you currently use for your ADSL connection. The street address must also match the address details on your phone bill.

Please ensure you fill in your service number and address in this box.

Site	Service number	Street Address	Service Required
eg.	03 9826 7000	52A High Street, Wattle Heights 3010	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> NBN 50/20

Agreement: I agree that I have read the attached Terms and Conditions, Acceptable Use Policy, and Internet Services which form part of this agreement. I understand that I am liable for all charges on my account and that they will be billed as detailed in the aforementioned forms. I understand that accounts will be set up only upon receipt of payment.

Applicant's name

Date

Signature x

Before signing your Services Request order form, you must read State Library Victoria's (SLV) (*Kindergarten IT Program*) Internet Services Terms and Conditions, SLV's Standard Terms and Conditions and initial each page and SLV's Acceptable Use Policy. Please read and initial this page.



328 Swanston Street Melbourne, VIC 3000
Ph. (03) 8664 7001 Fax (03) 9639 2175
ABN. 7319 0237 854

Internet Services: Terms and Conditions

These terms and conditions apply to all Services Requests between the Customer ("You") and the State Library Victoria of 328 Swanston Street, Melbourne VIC 3000 ("SLV").

1. Installation:

- a. SLV does not warrant that Internet Services will be able to be supplied over any given telephone service or within any particular time frame.
- b. SLV is not responsible for any loss incurred by You due to possible delays in installation of the Internet Services.
- c. You acknowledge that SLV can only supply NBN Internet Services over NBN™ installed and approved equipment
- d. You should give representatives of SLV or its wholesaler safe access within a reasonable time to Your premises if this is necessary for installation or maintenance of the Internet Services.
- e. If Internet Services cannot be supplied within a reasonable period, SLV may terminate its agreement with You in writing, applying clause 15.3 of its General Terms & Conditions

2. Quality of Internet and Other Services:

- a. If any equipment is necessary for installation of Internet Services at Your premises, such as filters or splitters, You will supply such equipment at Your own cost and delay in obtaining a satisfactory Internet Service due to lack of such equipment is Your responsibility.
- b. Speeds mentioned in SLV's product descriptions are for guidance only and no warranty is made as to speeds of any installed Internet Services.
- c. Any other services or equipment at Your premises which may influence SLV's Internet Services in any way are Your responsibility and before obtaining SLV's Internet Services or other services or equipment it is Your responsibility to enquire with the suppliers of those services or equipment as to the compatibility with Internet Services.
- d. SLV notifies You that installation or normal running of Internet Services may cause disruption to Your telephone services or to any other service using your telephone lines, such as Telstra's Securitel ® or other security services.
- e. SLV will not supply Internet Services on any telephone line carrying incompatible services.
- f. If You alter your telephone service or telephone account in any way, your Internet Services may be disrupted.
- g. VICNET does not warrant that any services available or currently used on Your telephone line are compatible with its Internet Services and, further, it is Your responsibility to inform SLV in writing of the existence of any such services.

3. Your Responsibilities:

- a. You are responsible for paying for your own standard telephone service and selecting and continuing to select the best plan for same. Where You cease to receive such services, either through modification of the services, changing telephone line providers, non-payment or any other reason, SLV will cease to provide Internet Services using that telephone line and, if applicable, the cancellation fees mentioned in our price list will be charged.
- b. If You move premises You will have to cancel your Internet Services and order new Internet Services with a separate Services Request.
- c. Should troubleshooting Your Internet Services prove necessary, You must co-operate with SLV's staff, giving all reasonable information and responding to requests in a timely fashion.
- d. SLV's indemnity, covering SLV, its officers and wholesalers, in clause 4.2 of its General Terms and Conditions is extended to cover disruption to standard telephone services.
- e. You will use only equipment approved by SLV and its wholesalers. SLV reserves the right to Terminate its Agreement with You should non-approved equipment be used.
- f. You shall comply with all reasonable requests should SLV or its wholesalers determine that your equipment should cease to be used.
- g. Where a network exists at your premises, You are responsible for the software, hardware, actions of users on and configuration of that network.
- h. You are responsible for the security of your network and of the device used to connect to the Internet. Should your network or connection device be compromised in any way, SLV reserves the right to charge for data used due to such breaches and does not guarantee that Internet Services will be restored following such breaches within any specific timeframe.

See over for SLV General Terms & Conditions

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General Terms and Conditions

These terms and conditions apply to all Services Requests between the Customer ("You") and the State Library Victoria of 328 Swanston Street, Melbourne VIC 3000 ("SLV").

OPERATIVE

1. Definitions

- 1.1 In these terms and conditions unless the context otherwise requires:
- (a) Agreement means these terms and conditions and any Services Request.
 - (b) Clause means a clause of this Agreement.
 - (c) Development Work means web site content development and integration services work that is to be provided by SLV.
 - (d) Force Majeure means a circumstance beyond the reasonable control of SLV, which results in SLV being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include, without limitation, telecommunications and Internet and wholesaler failures.
 - (e) Intellectual Property Right includes, without limitation, any right arising from or capable of arising from: the Circuits Layout Act 1989 (Cth); the Copyright Act 1968 (Cth); the Designs Act 1906 (Cth); the Patents Act 1990 (Cth); the Trade Marks Act 1995 (Cth); any similar legislation outside the Commonwealth of Australia, any similar unregistered right and confidential information.
 - (f) Internet Services means the supply of goods and services by SLV including, without limitation those set out in a Services Request which may include, without limitation, dial up connections, permanent connections, satellite services, web site hosting, domain name services and Development Work.
 - (g) Party means a party to this Agreement and its successors, trustees and permitted assigns.
 - (h) Services Request means a request by You for SLV to supply Internet Services to You which is in the opinion of SLV properly completed and accepted by SLV.
 - (i) Sub-clause means a sub-clause of this Agreement.

2. Interpretation

- 2.1 In the interpretation of this Agreement unless the context otherwise requires:
- (a) Words denoting a person shall include corporations, statutory corporations, partnerships, joint ventures, associations, boards, governments or semi-government agencies or authorities.
 - (b) Words denoting the singular number shall include the plural number and vice versa.
 - (c) Words denoting any gender shall include all other genders.
 - (d) A reference to a statute or a regulation also refers to any statute or regulation amending, or consolidating or re-enacting same.
 - (e) Money references are references to Australian currency.
 - (f) Headings used in this Agreement are for convenience and ease of reference only, and are not part of this Agreement and shall not be relevant or affect the meaning or interpretation of this Agreement.
 - (g) Every obligation, covenant, agreement, condition express or implied in this Agreement and entered into by more than one party shall bind them jointly and each of them severally.
 - (h) If any provision or part provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision or part provision which shall be deemed deleted.
 - (i) Words denoting writing shall include email.
 - (j) To the extent of any inconsistencies, this Agreement shall take precedence over SLV's Acceptable Use Policy and a Services Request.

3. Scope

- 3.1 SLV shall provide You with Internet Services as detailed in one or more Services Requests.
- 3.2 Where a Services Request refers to periodic Internet Services (eg per annum) then such Internet Services shall automatically be supplied again for a similar period unless You advise SLV in writing that You do not require such Internet Services 30 days prior to the expiration of such a period.

4. Your responsibilities and obligations

- 4.1 You shall, unless agreed otherwise by notice in writing from SLV:
- (a) pay all accounts rendered by SLV within 21 days of invoice or as otherwise specified in a Services Request. An account rendered by e-mail by SLV shall be sufficient evidence for a Court of the provision of such Internet Services to You by SLV.
 - (b) comply with the licence terms and conditions of any software supplied to You by SLV.
 - (c) be responsible for, and without limitation, taking backup copies of any data owned by You that is stored on SLV's system or any data transmitted or caused to be transmitted over the Internet.
 - (d) keep your password and user account details confidential and not disclose same to any other party. Should any such disclosure occur You shall report same

to SLV in writing as soon as possible. You shall be responsible for all use of such Internet Services whether authorised or not by You.

- (e) properly train yourself and your staff in the use of the Internet.
 - (f) provide and only use equipment which SLV considers suitable to use Internet Services.
 - (g) fully comply with SLV's Acceptable Use Policy which may be updated and changed from time to time and is currently located at <http://www.kindergarten.vic.gov.au/legal>.
 - (h) comply with all relevant laws.
- 4.2 You hereby release, indemnify and keep indemnified SLV, its officers, servants, agents and wholesalers against all liabilities, claims, actions, suits, demands, losses, costs (including legal costs on a solicitor and own client basis), taxes or expenses arising out of or in any way connected with the supply of Internet Services to You, including, without limitation, any third party claim, action, suit or demand against SLV or its wholesalers.
- 4.3 You shall not:

- (a) interfere with the network or disrupt any other user, service or equipment.
- (b) Use any unauthorised software, hardware and or use or connect to any authorised software or hardware in an authorised manner.
- (c) use Internet Services for any illegal, unauthorised or dangerous purpose including, without limitation, unsolicited commercial e-mail.
- (d) publish any material for which You are not the Intellectual Property Right owner or are authorised to publish or is defamatory.
- (e) where you are a Library, use the Internet Services for any purpose other than ordinary library use by Library members and staff.
- (f) transfer, assign, sell to or share with any other person any right under this Agreement without the prior written consent of SLV.

4.4 You acknowledge that SLV does not and cannot monitor or control the content and information accessed via the Internet and shall not hold SLV responsible in any way for any content or information accessed via the Internet.

5. SLV's rights

- 5.1 SLV may, whilst being under no obligation to do so and at its sole discretion, without notice or giving any reason or incurring any liability for doing so:
- (a) delete any material found on its equipment and/or refuse to accept or publish any material which is in SLV's opinion unauthorised; illegal or possibly illegal; unlawful; obscene; infringes any Intellectual Property Right of any third party; defamatory; excessive in volume; uncollected for an excessive period; in an unauthorised area; dangerous; or in breach of SLV's Acceptable Use Policy which may be updated and changed from time to time and is currently located at <http://www.kindergarten.vic.gov.au/legal>
 - (b) take action as it deems appropriate if it suspects that malicious, illegal or unacceptable usage of Internet Services is occurring or has occurred, including without limitation loss, destruction or disposal of your access passwords.
 - (c) Suspend Internet Services immediately if You are in breach of Sub-clause 4.
 - (d) Increase the Fees on 30 days written notice. In the event of a periodic Services Request the charges may change each renewal of such an order. Each periodic Services Request shall be automatically renewed each period unless terminated by You or SLV in writing 30 days before expiration.
- 5.2 SLV shall provide support as detailed in a Services Request.
- 5.3 SLV may collect from you Caller Line Identification ("CLI") information to be used solely for the purpose of fraud prevention, billing, call management and credit control and such other purposes as set out within section 291 of the Telecommunications Act. You hereby consent to such collection and use and understand that that any restrictions in relation to CLI which You may have requested the carrier to apply will not work.

6. Intellectual Property Ownership

- 6.1 You shall retain the Intellectual Property Right in materials supplied by You to SLV.
- 6.2 SLV shall retain the Intellectual Property Rights in all software and Internet Services supplied by SLV.
- 6.3 Title in any goods or software licences supplied by SLV does not pass until SLV receives payment in full for such goods and software licences.

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7. Fees

7.1 Unless stated expressly to the contrary, all fees and charges payable to SLV pursuant to this Agreement or otherwise are exclusive of all taxes, duties, fees or other government levies or charges (including without limitation any GST). Such taxes, duties, fees or other government charges shall to the extent permissible by law be paid by You to SLV.

7.2 Accounts which are rendered to You by any means other than electronic means (eg email) shall attract an additional fee of \$1.00 per account.

8. Limited Warranty (Services)

8.1 SLV shall supply Internet Services with all due care and skill.

8.2 SLV shall re-supply any Internet Services which are not supplied in accordance with Sub-clause 8.1 provided that You notify SLV of same within a reasonable time from the supply of the Internet Services. This remedy shall be your sole and exclusive remedy for breach of this Agreement or any other cause of action against SLV in relation to Internet Services.

8.3 SLV cannot and does not warrant that Internet Services will be available 24 hours a day or that any fault will be corrected within a specific time frame

9. Limited Warranty (Hardware and Software)

9.1 To the extent permitted by law, SLV offers no warranty in relation to hardware and software other than the relevant manufacturer's or developer's warranty. To the extent that SLV cannot exclude such liability it shall be limited, at the option of SLV, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.

10. Exclusions and Limitation of Liability

10.1 Except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded.

10.2 Unless SLV otherwise agrees in writing, SLV is not responsible for, without limitation:

- (a) ensuring that Internet Services are suitable for your requirements or fit for any purpose;
- (b) any interruption to Internet Services due to, without limitation, equipment failure, the need for routine maintenance, peak demand and so on;
- (c) the supply or maintenance of your equipment, software or telephone lines;
- (d) monitoring, controlling or ensuring the accuracy, appropriateness or content of any information on the Internet and does not do so; and
- (e) any software available on the Internet.

10.3 SLV does not endorse or approve of any materials on the Internet and shall not be liable in any way for such materials.

10.4 Save for Clause 8, and to the extent permitted by law, SLV shall not be under any liability to You in respect of any loss or damage (including, without limitation, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect to the supply of goods or Internet Services pursuant to this Agreement or the failure or omission on the part of SLV to comply with its obligations under this Agreement.

11. Waiver

11.1 No right of SLV shall be deemed to be waived except by notice in writing from SLV.

11.2 Any failure by SLV to enforce any Clause of this Agreement, or any forbearance, delay or indulgence granted by a Party will not be construed as a waiver of SLV's rights.

12. Force Majeure

12.1 SLV shall not be liable for any delay or failure to perform its obligations if such a failure or delay is due to Force Majeure.

13. Sub Contracts

13.1 SLV may sub-contract for the performance of this Agreement or any part of this Agreement.

14. Notices

14.1 Notices under this Agreement may be delivered by hand, by mail, facsimile or e-mail to the above addresses.

14.2 Notices shall be deemed given, in the case of:

- (a) hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
- (b) posting, 3 days after dispatch;
- (c) facsimile, upon completion of transmission; and
- (d) e-mail, immediately after dispatch.

14.3 Notify SLV promptly when your customer contact details change.

15. Termination 15.1 Without limiting the generality of any other Clause in this Agreement, SLV may terminate this Agreement or any Services Request immediately by notice in writing if:

- (a) any payment due from You to SLV pursuant to this Agreement remains unpaid for a period of 30 days;

(b) You breach any Clause of this Agreement and such breach is not remedied within 14 days of written notice by SLV;

(c) You are otherwise no longer capable of complying with its obligations under this Agreement; or

(d) You become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration; You, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; You being a natural person, die; or You cease or threaten to cease conducting its business in the normal manner.

15.2 SLV may otherwise terminate this Agreement or any Services Request on 30 days notice without reason.

15.3 If this Agreement or any Services Request is terminated then SLV may in its sole discretion:

- (a) retain all moneys paid, which is agreed to be a genuine estimate of part of SLV's loss and damage suffered;
 - (b) charge a reasonable sum for Internet Services performed in respect of which no sum has been previously charged;
 - (c) be regarded as discharged from any further obligations under this Agreement; and
 - (d) pursue any additional or alternative remedies provided by law.
- (e) Further, SLV shall not be liable to pay any compensation as a result of such termination.

15.4 The provisions of this Agreement which are capable of having effect after the expiration of this Agreement shall remain in full force and effect following the expiration of the Agreement.

16. Privacy Notice

16.1 We at SLV are committed to your privacy. Our policy on the handling of personal information is to comply fully with the national privacy Principles for the fair handling of personal information, as set out in the Privacy Act, 1988 and the information privacy principals as set out in the information privacy act 2000.

(a) Individuals will be given access to their personal information on request. If you have any questions or concerns about this Privacy Policy, please direct your requests to the Privacy Officer at SLV, 328 Swanston Street Melbourne Victoria 3000.

(b) The information provided may be disclosed to our related companies, contractors, other credit providers whether or not your account is overdue, and, if necessary, our risk insurer, debt collectors and credit reporting agencies.

(c) If all or part of the information requested is not provided, we may not be able to process your Application for Commercial Credit.

16.2 The Customer hereby authorises SLV: (a) obtain from a credit reporting agency a credit report concerning the Customer's credit information for the purpose of determining whether or not to supply the Products to the customer on credit or to collect unpaid accounts from the Customer;

(b) give to and seek from any credit providers information about the Customer's credit arrangements. The Customer acknowledges that this information may include any information about the Customer's creditworthiness, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act;

(c) report any overdue payments owing by the Customer to other credit providers or credit reporting agencies pursuant to the terms of the Privacy Act, 1988; (d) make credit inquiries of any person, company or firm with whom the Customer had or may have dealings with concerning the Customer's creditworthiness, credit history or credit capacity.

17 Entire Agreement

17.1 This Agreement constitutes the entire agreement between the parties for the subject matter referred to in this Agreement. Any prior, including without limitation, verbal, arrangements, agreements, representations or undertakings are superseded.

17.2 This agreement may only be modified, varied or altered by

(a) SLV notifying you on 30 days written notice of such modification, variation or alteration at the expiration of which time such modification, variation or alteration shall be deemed accepted by You.

(b) With the consent of both SLV and you as recorded in e-mails passing between the parties.

17.3 No modification, variation or alteration of any provision of this Agreement shall be valid except in writing signed by each Party.

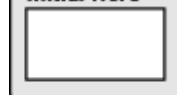
18. Governing Law

18.1 This Agreement will be governed by and construed according to the law of the State of Victoria.

18.2 The parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria and Australia and any Courts hearing appeals from such Courts.

**See over for SLV
Acceptable Use Policy**

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Acceptable Use Policy

The following sets out some relevant matters you should consider before and whilst using any State Library Victoria (SLV) services.

1. E-mail

Users shall NOT:

- send e-mails or post messages which are unlawful, excessively large (> 5 Mb), obscene, vilifying, or contain libelous content.
- send unsolicited advertisements ("Spam"), chain letters or similar e-mails.
- use SLV as a relay for e-mail without SLV's express permission
- modify the sender, time, server or other header information of e-mails.
- send large numbers of e-mail to one address with the purpose of interfering with the use of that address.
- Accumulate email in a mailbox to a volume larger than 500 Mb on the SLV server without downloading it. In such circumstances, SLV may, amongst other things and in its sole discretion, return or bounce all emails sent to such a mailbox.

2. Spam

SLV may in its sole discretion and without notice remove any domain which either by support or inaction allows the sending of Spam.

3. Newsgroups and E-mail Lists

- Commercial advertisements and off topic posts and e-mails are unwelcome in most USENET discussion groups and on most e-mail mailing lists. Each Newsgroup focuses on a particular, well defined and narrow set of topics.
- Users need to read the Newsgroup's FAQ (Frequently Asked Questions) as to the appropriate etiquette for the group/list before posting.

4. SLV reserves the right to cut off services or ports

which may adversely affect other networks or internet based services, such as:

- Mail servers used on a connection with a dynamic IP address.
- open proxy servers for example socks, wingate, squid.
- ports which can be used to pose a security threat.

5. Illegal Activities

Users shall NOT:

- engage in illegal activities including cracking, probing, or analyzing security systems.
- attempt to crash or interfere with any computer systems.
- breach the Trade Practices Act. For more information users are referred to the following sites:

1. www.austlii.edu.au
2. www.accc.gov.au
3. www.computerlaw.com.au

- breach the Classification (Publications, Films and Computer Games) (Enforcement) Act (Vic) 1995. For more information users are referred to the following sites:

1. www.austlii.edu.au

2. www.aba.gov.au
3. www.oflc.gov.au
4. www.computerlaw.com.au

- breach the Copyright Act. For more information users are referred to the following sites:

1. www.austlii.edu.au
2. www.copyright.com.au
3. www.computerlaw.com.au

- breach the Broadcasting Services Amendment (Online Services) Act 1999. For more information users are referred to the following sites

1. www.austlii.edu.au
2. www.aba.gov.au
3. www.oflc.gov.au
4. www.computerlaw.com.au

6. General

- Users are not permitted to use multiple logins (including multilink).
- Cancellation requests or password or account name changes are not accepted via phone. Must be made in writing eg. authorized email and verified follow-up by SLV.
- Harassment or abuse, whether physical, verbal or written, of other users or SLV staff members, may in the sole discretion of SLV result in the cancellation of the user's SLV account(s).
- Users must not display inappropriate materials or use inappropriate language whilst using the services (see Illegal Activities above).
- In providing internet access or facilitation of internet access to those under 18 years, users should consider restricting that access by use of filtering software. For more information relating to cyber safety, see <https://www.esafety.gov.au/>
- SLV recommends that all users install an anti-virus program and update it regularly. Visit Stay Smart Online for advice on threats and protecting yourself online <https://www.staysmartonline.gov.au/>

7. Reporting Policy Breaches

Please supply SLV with any examples of infringements of the Acceptable Use Policy that are encountered. Include the complete e-mail message, web page URL, Posting or usenet article (include all x-headers) and logon or attempted cracking or probing time (plus your time zone information) and send to SLV Community IT, 328 Swanston St Melbourne 3000 Victoria Australia or by e-mail to support@kindergarten.vic.gov.au

8. SLV reserves the right to alter this document at any time

and it is the responsibility of SLV Users to have read the most up-to-date SLV Acceptable Use Policy

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