Acceptable Use Policy or AUP means the current version of our Acceptable Use Policy, as published on the Website and updated by us from time to time.

Agreement means the agreement between you and us regarding the Services comprising the following documents (as applicable): the Trading Terms, Service Schedule/s, the Dictionary, the Order/s (including the pricing schedule), the MSPL, any Service Level Guarantees, the AUP, any Statements of Work and any other preselected business phone service customers of Telstra Corporation Limited ACN 051 775 556 also referred to as ‘Our Customer Terms’.

Business Day means any day other than Saturday, Sunday or an official public holiday in the State or Territory in which something must be done.

Charges mean:

(a) the amounts you are required to pay for the Services we provide in accordance with an Order (including, if applicable, any delivery or installation charges);

(b) any amounts you are required to pay for early cancellation or termination of Services or the supply (and commencing billing for) of any Equipment under the terms of the Order (including any early cancellation fees set out in the Order);

(c) any service charges we impose on credit card payments; and

(d) any other amounts that we are entitled to charge to you under the Agreement.

in each case, which may be rounded up to the nearest cent and are exclusive of GST.

Cloud and Hosting Services or Hosting Services means any private cloud and hosting services specified in an Order (including any preselected business phone service customers of Telstra Corporation Limited ACN 051 775 556 also referred to as ‘Our Customer Terms’).

Customer Equipment means Our Equipment that we rent to you as part of the Services.

Customer Liability means any of our data centres including IC1, IC2 and IC4.

Customer Premises means the premises of a customer of our Provider where one or more Services are supplied.

Customer Service Provider means any of our data centres including IC1, IC2 and IC4.

dictionary means this document, which is available on the Website.

Emergency means any end user or beneficiary of any Services or other person who accesses the Services, whether authorised by you or not.

Equipment means Devices, and other hardware and software.

External Circumstances means any event or circumstance beyond a party’s reasonable control, including fire, flood, explosion, acts or omissions of Providers or other providers of services, accident, war, act of terrorism, embargo, Governmental action, Acts of God and industrial disputes.

Expected Ready For Service Date means the date from which we expect to supply the Services, as notified to you. This may be different from the date you requested.

GST means goods and services tax payable under applicable Australian law.

Intellicentre means any of our data centres including IC1, IC2 and IC4.

Insolvency Event means any of the following events (or anything equivalent):

(a) a creditor’s or other similar moratorium being appointed over any of its assets or property; a liquidator is appointed (whether under a creditor’s petition, voluntary liquidation or otherwise); a resolution is passed for its winding-up (except for the purpose of amalgamation or reconstruction); it is placed under any other form of insolvency administration; it enters into any composition or arrangement with its creditors; it is insolvent (or is deemed to be under any applicable law); or it ceases to carry on business.

Liability, Liabilities and Liability means all claims, demands, actions, proceedings, losses, damages, (including loss and damage to property), fines, penalties, costs, expenses (including legal fees on an indemnity basis) and other liabilities, whether arising in contract, tort (including negligence), equity, under statute or on any other legal basis.

Location has the meaning in clause 1.2 of Schedule 4 - Cloud and Hosting Services.

Logistics Services means postal, courier and related delivery services provided in or outside Australia.

Macquarie Equipment means Our Equipment that we rent to you as part of the Services.

Macquarie Rates means any specific rates for the Services that are set out in the applicable Order. Macquarie Rates are exclusive of GST unless otherwise specified in the Order.

Minimum Charges means, for any Service that has been cancelled, the sum of all fixed one-off or periodic Charges, as specified in the Order and the MSPL, which would have been paid under the Order had the cancelled Service continued to be provided by us through the end of the Minimum Period, had we continued to provide that Service.

Minimum Period means, for each Service, the period in the applicable:

(a) Purchase Order or, if none is specified, 12 months; or

(b) Provisoning Request, or, if none is specified, the longer of: (i) 12 months; or (ii) the longest Minimum Period applicable to the Services currently being obtained by you, in each case, commencing on the Service Start Date of the applicable Service.

Mobile Services means any mobile telecommunications services specified in an Order and as further described in Service Schedule 2 – Mobile Services.

MSPL or Macquarie Standard Price List means our current price list which specifies our standard rates for Services, exclusive of GST at www.mspl.macquarie.net.au/.

Minimum Monthly Committed Spend means 85% of your Minimum Monthly Committed Spend calculated as set out in clause 2.2 of Service Schedule 1 (Voice Services) and clause 7.1 of Service Schedule 2 (Mobile Services) of the Trading Terms.

Monthly Committed Spend means the total monthly required usage-based expenditure for Voice Services or Mobile Services core fleet call charges (excluding Mobile Services call charging, equipment and rental, equipment and rental charges including data but excluding text and data charges), specified in the applicable Order.

Numbers or Designated Numbers means (a) the service numbers associated with the Provider account numbers transferred to be transferred to us or connected, (b) any new account numbers to be transferred to or after our acquisition of an Order; and (b) any new service numbers subsequently introduced to the Order.

Order means a Purchase Order or Provisioning Request.

Our Backbone means the ATM and IP network we own and/or operate, which we use to provide Services and may include Providers’ networks connecting to our network.

Our Core Network means our telecommunications network comprised of equipment, network and control, including circuits between out and in-bound routers and switches that we operate and control.

Our Equipment means any Equipment, other than Purchased Equipment, which we supply or use in the provision of Services. Our Equipment may be owned by us or a third party (such as a Provider) and may include Rented Equipment.

Outage means a period during which we may interrupt our supply of Services for maintenance, up-grading or other processes, after giving you 5 days notice, and which does not exceed the period of time specified in that notice.

Premises means any land, building, structure, vehicle or vessel at which a Service is supplied, or which we are required to deliver or install.

Provider means a carrier, service provider, subcontractor, licensor or other supplier that we use in connection with the provision of any Services or Equipment.

Provisioning Request means either a signed written order in the form prescribed by us or, an online order submitted by you via our Service Management Tools, in each case comprising the following documents: the Order, the Trading Terms, the Dictionary, the Order/s (including the pricing schedule), the MSPL, any Service Level Guarantees and the AUP.

Public Cloud Services means any public cloud services specified in an Order (including any attached Statement of Work) and as further described in Service Schedule 5 – Cloud and Hosting Services.

Purchase Order means a signed written order in the form prescribed by us for the supply of Services.

Purchased Device means a Device you purchase from us.

Purchased Equipment means any equipment you purchase from us.

Regulator means any relevant Government agency or regulatory authority.

Rented Equipment means Our Equipment that we rent to you as part of the Services.

Service Level Guarantee means the service levels for particular Services which are set out in the applicable Service Level Guarantee and specified in an Order.

Service Levels means the service levels for particular Services which are set out in the applicable Service Level Guarantee and specified in an Order.

Services means the Services provided by us as set out in the Order and as further described in Service Schedule/s, the Dictionary, the Order/s (including the pricing schedule), the MSPL, any Service Level Guarantees and the AUP.

Service Start Date means:

(a) for a Data Service or Cloud and Hosting Service, the date from which we commence supplying the Service to you;

(b) for a Voice Service or Mobile Service, the date on which the relevant Provider activates or connects the Network to your network and commences billing us for the Service; and

(c) for a Public Cloud Service, the date from which we commence supplying the Service to you or when we or our equipment commences billing us for the Services.

For Services we are already supplying as at the date of the applicable Purchase Order which are not being varied (e.g. under a previous agreement), the Service Start Date is the date on which we sign the Purchase Order.

Statement of Work means any statement of work attached to an Order.

Taxes means any taxes (including GST but excluding taxes on our income), duty, levy or similar charge imposed in relation to any Services or Charges, whether under Australian foreign tax laws or other laws of Australia, or fines or other penalties.

Telstra Terminals means our terminals applicable to all Services, available on our Website.

Voice Services means any fixed line voice services (excluding Mobile Services) specified in an Order and as further described in Service Schedule 1 – Voice Services and, for SIP Services, clause 7 of Service Schedule 3 – Data Services.

We, us, our, Macquarie Telecom or Macquarie means Macquarie Telecom Pty
Limited ACN 082 930 916.

Website means our website located at www.macquarie telecom.com.

You, your or Customer means the person, company or other legal entity identified as the "Customer" in the Purchase Order.