



Telstra has recently undertaken a review of our customer terms and conditions. To help you understand the changes, we've tried to clarify what changes we are making. We've set out some frequently asked questions below to help you understand how and why we've made these changes.

Why are you making these changes?

We are making these beneficial changes to our contracts to make them fairer for customers.

What changes are you making?

We are making changes to our standard form contracts. A standard form contract is one which Telstra provided to you and which was not significantly negotiated. For example, we have made changes to Our Customer Terms (OCT), Business Services Agreement (BSA), Broadcast Services Agreement (TBS), and Corporate Services Agreement (CSA). If you have a BSA or CSA and we think your agreement is in scope, you would have received a letter from us notifying you about the changes.

Business Service Agreement

Please note: the table below sets out changes to our standard form Business Services Agreement. We have shown the changes made to the most recent version of the Agreement as part of this review. This means that if you have contracted with us on an older version of these Agreements, your contract may contain different clauses or clauses that are drafted differently.

Business Services Agreement			
#	Original Clause	New Clause (in red and italics)	Explanation of Change
2.5	We may, without your consent: (a) directly or indirectly (including by way of intra-group arrangements) subcontract all or any part of this Agreement to another Telstra Group Entity that has the sufficient financial capacity to perform our obligations under this Agreement; and (b) do all things required or desirable to give effect to paragraph (a) above.	We may, without your consent: (a) directly or indirectly (including by way of intra-group arrangements) subcontract all or any part of this Agreement to another Telstra Group Entity that has the sufficient financial capacity to perform our obligations under this Agreement; and (b) do all things <i>reasonably</i> required or desirable to give effect to paragraph (a) above.	We have limited our right to make changes under paragraph (a) and (b) to only those actions reasonably required to subcontract our obligations to another Telstra Group Entity.



9.3	<p>We may limit, suspend or cancel the provision of a Service:</p> <p>(h) if you have resold, resupplied or shared a Service to or with any third party without obtaining our consent.</p>	<p>We may limit, suspend or cancel the provision of a Service:</p> <p>(h) <i>after giving you 14 days' notice</i> if you have resold, resupplied or shared a Service to or with any third party without obtaining our consent.</p>	<p>We have introduced a minimum 14 day notification period before we suspend, limit or cancel your service for unauthorised resale.</p>
9.5	<p>If we decide, or are required, to modify or exit a Service from the market or part of the market, we will inform you of the potential impacts and may, by giving you prior reasonable notice:</p> <p>(a) migrate you to the modified service or an alternative service (and you agree to provide reasonable assistance to enable us to do so); or</p> <p>(b) cancel the Service.</p>	<p>If we decide, or are required, to modify or exit a Service from the market or part of the market, we will inform you <i>reasonably in advance</i> of the potential impacts and may, by giving you prior reasonable notice:</p> <p>(a) migrate you to the modified service or an alternative service (and you agree to provide reasonable assistance to enable us to do so); or</p> <p>(b) <i>if (a) is not reasonably possible</i>, cancel the Service.</p>	<p>When a service changes or needs to be exited, we commit to providing you with notice and migrating you to a modified or alternative service where reasonably possible. This may be for reasons that include the service becoming a declared service or because the third party that provides the service or a component of it is exiting the product.</p>
9.6	<p>If our changes to the Service or the migration to a modified or alternate service or plan is materially detrimental to you, you may cancel the changed or alternate service without the payment of any Early Termination Charges or repayment of any fund credits which have already been used.</p>	<p>If our changes to the Service or the migration to a modified or alternate service or plan <i>has more than a minor detrimental impact on you</i>, you may cancel the changed or alternate service. <i>If you cancel the Service under this clause or if we cancel the Service under clause 9.5(b), you will not be required to pay us any Early Termination Charges or re-pay any fund credits that have been already used.</i></p>	<p>We have made it clear that in the event of a change to our Service that has more than a minor detrimental impact on you (whether it is a migration or a service change) you can cancel without paying Early Termination Charges or repay fund credits that you have utilised.</p>



<p>13.2 – 13.4</p>	<p>13.2 We accept liability to the extent arising from our negligence, breach of contract or nbn™ Activities:</p> <p>(a) for any personal injury or death to you or your Personnel resulting from the supply of the Services;</p> <p>(b) for any damage to your real or tangible property resulting from the supply of the Services, but limits our liability to our choice of repairing or replacing the property or paying the cost of repairing or replacing it, whichever is lower; or</p> <p>(c) unless clause 13.1 applies, for any other cost or expense you reasonably incur that is a direct result of and flows naturally from our breach of contract, negligence (or nbn™ Activities) (but excluding loss of profits, revenue, business opportunities, likely savings and data), and our liability under this Agreement is limited in aggregate to the total amount paid by you to us under this Agreement during the first year of this Agreement.</p> <p>13.3 Other than the matters for which we are liable under clauses 13.1 and 13.2, we exclude all other warranties, rights and other liability to you. For any liability which cannot lawfully be excluded but can be limited, our liability</p>	<p>13.2 <i>Each party</i> accepts liability to the extent arising from <i>its</i> negligence, breach of contract (or in our case nbn™ Activities):</p> <p>(a) for any personal injury or death of <i>the other party</i> or its Personnel resulting from the supply <i>or the receipt</i> of the Services;</p> <p>(b) for any damage to the <i>other party's</i> real or tangible property resulting from the supply of the Services, but <i>limits its liability</i> to <i>its</i> choice of repairing or replacing the property or paying the cost of repairing or replacing it, whichever is lower; or</p> <p>(c) unless clauses 13.1, <i>13.2(a) or 13.2 (b) applies</i>, for any other cost or expense <i>the other party</i> reasonably incurs that is a direct result of and flows naturally from, such breach of contract, negligence (<i>or in our case</i> nbn™ Activities) (excluding loss of profits, revenue, business opportunities, likely savings and data), <i>a party's liability</i> for all claims under this Agreement is limited in aggregate to the total amount payable by you to us under this Agreement during the first year of this Agreement. <i>The limitation on liability in clause 13.2(c) does not apply to:</i></p> <p><i>i. the indemnity we provide under clause 14.2;</i></p> <p><i>ii. your liability for breach of any Intellectual Property Rights provided to you</i></p>	<p>We have a new mutual liability clause which limits each party's liability to the other. We have also made it very clear that any limitations of liability are always subject to any applicable rights you may have under the Australian Consumer Law.</p>
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	<p>is limited to our choice of re-supplying or paying the cost of re-supplying affected services and repairing, replacing or paying the cost of repairing or replacing affected goods.</p> <p>13.4 Notwithstanding anything else in this Agreement our liability will be reduced to the extent the loss or damage is caused or contributed to by you, your Personnel or your Related Companies.</p>	<p><i>under this Agreement; and/or</i></p> <p>iii. <i>your liability for the fees or Charges payable to us under or in connection with this Agreement.</i></p> <p>13.3 Other than the matters for which a party accepts liability under clauses 13.1 and 13.2 <i>and to the extent permitted by law, each party</i> excludes all other warranties, rights and other liability to <i>the other party or a third party, whether arising under law, tort (including negligence), breach of contract or otherwise.</i> For any liability which cannot lawfully be excluded but can be limited (<i>including as permitted under the Australian Consumer Law</i>), our liability is limited to our choice of re-supplying or paying the cost of re-supplying affected services and repairing, replacing or paying the cost of repairing or replacing affected goods.</p> <p>13.4 Notwithstanding anything else in this Agreement</p> <p>(a) <i>nothing in this Agreement excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any right you may have under the Australian Consumer Law;</i></p> <p>(b) <i>both parties exclude liability for any indirect or consequential loss (including loss of profits, revenue, business opportunities,</i></p>	
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		<p><i>likely savings and data); and</i></p> <p>(c) <i>a party's liability</i> will be reduced to the extent the loss or damage is caused or contributed to by the other party, their Personnel or their Related Companies.</p>	
26.15	<p>26.15 Notwithstanding clause 26.14, we may do any of the following without your consent:</p> <p>(a) novate this Agreement to another Telstra Group Entity that has sufficient financial capacity to perform its obligations under this Agreement, in which case you must undertake all actions reasonably requested by us to effect that novation;</p> <p>(b) assign, transfer or otherwise deal with, or grant security or create an interest or trust in or over (to or with any person):</p> <p>(i) <i>all or any part of this Agreement;</i></p> <p>(ii) <i>any of our rights, receivables or interests in connection with this agreement or;</i></p> <p>(iii) <i>any related assets; and</i></p> <p>(c) do all things required or desirable to give effect to paragraphs (a) and (b).</p>	<p>26.15 Notwithstanding clause 26.14, we may do any of the following without your consent:</p> <p>(a) <i>with no less than 30 days' prior notice,</i> novate this Agreement to another Telstra Group Entity that has sufficient <i>resources and</i> financial capacity to perform its obligations under this Agreement (<i>including by way of intra-group arrangements</i>), in which case you must undertake all actions reasonably requested by us to effect that novation;</p> <p>(b) assign, transfer or otherwise deal with, or grant security or create an interest or trust in or over (to or with any person):</p> <p>(i) all or any part of this Agreement;</p> <p>(ii) any of our rights, receivables or interests in connection with this agreement or;</p> <p>(iii) any related assets; and</p> <p>(b) do all things <i>reasonably</i> required to give effect to paragraphs (a).</p>	<p>We have committed to giving no less than 30 days' prior notice before novating this Agreement to another Telstra Group Entity that has sufficient resources and financial capacity to perform its obligations under this Agreement. We have also removed our rights to deal with this agreement in various other ways without your consent (e.g. assign, transfer, grant security over or create a trust in this Agreement, receivables or assets).</p>



Corporate Service Agreement

If you have a standard **Corporate Service Agreement** with us, we have a new mutual liability clause that limits each party's liability to the other. Our changes to the General Terms of Our Customer Terms will apply to the Corporate Services Agreement.

Broadcast Services Agreement

Please note, the below table sets out key changes to our standard form Broadcast Services Agreement, utilising the most recent version as the baseline for mark-up. If you have contracted with us on an older version of the Broadcast Services Agreement, your contract may contain different clauses or clauses which are drafted differently.

Explanation of Change	New Clause (changes shown in red)
The exclusion of liability in this clause does not apply if the issue with the Content was caused by Telstra's negligence, wilful misconduct or material breach of the Agreement.	<p>5.2 Without limiting clause 5.1 and subject to clause 16.3, you warrant to us, represent to us, and agree with us that to the extent permitted by law we are not liable if Content:</p> <p>(a) breaches:</p> <ul style="list-style-type: none">(i) <i>any law, act or regulation of the Commonwealth of Australia or any Australian State or Territory, or any code of practice, or industry code, or licensing requirement of ACMA or the ACCC; or</i>(ii) <i>the rules of any other regulator or industry body in any jurisdiction in the world;</i> <p>(b) is defamatory, infringes copyright or otherwise constitutes any breach or infringement or violation of the rights of any third party.</p> <p>except to the extent caused by our negligence, wilful acts or omissions or material breach of this Agreement.</p> <p>Note: The definition of 'Content' has not changed. 'Content' means program content or other material that you broadcast or transmit, or attempt to transmit, under, or in connection with, this Agreement.</p>



You are not liable for loss or damage to Co-located Equipment which occurs due to Telstra's negligence, wilful misconduct or material breach of the Agreement.

6.2 You warrant to us that:

(a) you have lawful title to any Co-located Equipment;

(b) **subject to clause 16.3 and to the extent permitted by applicable law**, other than for any loss of or damage to the Co-located Equipment that occurs as a result of our negligence, **wilful misconduct or material breach of this Agreement**, you:

i. are solely liable for all costs associated with the installation, fitting, moving or removal of Co-located Equipment in, on or from our premises; and

ii. bear the risk of any loss of, or damage to, the Co-located Equipment and to our premises, associated with the installation, fitting, moving or removal of Co-located Equipment in, on or from our premises.

Note: *The definition of 'Co-located Equipment' has not changed. 'Co-located Equipment' means equipment that you own, lease, hire, or otherwise have, or claim, title to, and which is on, in or at premises occupied by, leased by, or controlled by, us.*



If we reasonably believe we need to relocate or remove Co-located Equipment this will be at your cost only if the relocation or removal occurs due to your negligence or breach of the Agreement.

6.3 If your equipment is Co-located Equipment, then you agree with us that:

(a) we will use reasonable endeavours to keep your Co-located Equipment safe and secure in our premises;

(b) subject to clause 6.3(d), if you:

(i) *give us reasonable notice of a request for you to have access to your Co-located Equipment (and you do not need access to your Co-located Equipment due to an Emergency), then we will give you access to your Co-located Equipment between 9 am and 5 pm on a Business Day;*

(ii) *need access to your Co-located Equipment due to an Emergency, then we will give you access to your Co-located Equipment as soon as practicable after you ask us for the access.*

(c) you agree that, when you are entering, leaving, or are on or in our premises in connection with Co-located Equipment, you:

(i) *will comply with our directions and policies; and*

(ii) *are subject to the confidentiality obligations under this Agreement.*

(d) you agree that, if we reasonably believe that we need to relocate or remove Co-located Equipment in or from our premises, then, on us giving you five Business Days' notice (or as soon as practicable, if we believe there is an Emergency), we may, at your cost **if the relocation or removal is as a result of your negligence or breach of this Agreement**, and in our sole and absolute discretion:

(i) *require you to relocate the Co-located Equipment in, or remove the Co-located Equipment from, our premises; or*

(ii)



	<p>(iii) <i>remove or relocate the Co-located Equipment in or from our premises ourselves, or arrange for another party on our behalf to relocate or remove the Co-located Equipment in or from our premises.</i></p>
<p>This indemnity relating to Co-Located Equipment has been removed.</p>	<p>6.3(e) without limiting clause 6.2, you indemnify us in respect of any cost, burden, claim, expense (including a legal expense), loss or damage that we suffer or incur as a result of, or in connection with, the installation, moving, or removal of, Co-located Equipment, within, or from, our premises, other than any cost, burden, claim, loss or damage which occurs as a result of our negligence with respect to the Co-located Equipment, or our wilful damage of the Co-located Equipment.</p>
<p>We commit to informing you reasonably in advance when a service changes or needs to be exited. We have clarified when you won't pay be required to pay Early Termination Charges under these clauses.</p>	<p>9.5 If we decide, or are required, to modify or exit a Service from the market or part of the market, we will inform you reasonably in advance of the potential impacts and may, by giving you prior reasonable notice:</p> <p>(d) migrate you to the modified service or an alternative service (and you agree to provide reasonable assistance to enable us to do so); or</p> <p>(e) if (a) is not reasonably possible, cancel the Service.</p> <p>9.6 If our changes to the Service or the migration to a modified or alternate service or plan is materially detrimental to you, you may cancel the changed or alternate service. If you cancel the Service under this clause or if we cancel the Service under clause 9.5(b), without the payment of you will not be required to pay us any Early Termination Charges or re-payment of re-pay any fund credits that have been already used.</p>
<p>We have proposed a new mutual liability clause which limits each party's liability to the other. Previously, the clause only limited our liability to you.</p>	<p>Replace the existing clause 16.2, 16.3 and 16.4 in the Agreement Terms with the following new clause 16.2, 16.3 and 16.4:</p>



	<p>16.2 Each party We accepts liability to the extent arising from its our negligence, breach of contract (or in our case nbn™ Activities):</p> <ul style="list-style-type: none">(a) for any personal injury or death of the other party or its to you or your Personnel resulting from the supply or the receipt of the Services;(b) for any damage to the other party's your real or tangible property resulting from the supply of the Services, but limits its we limit our liability to its our choice of repairing or replacing the property or paying the cost of repairing or replacing it, whichever is lower; or(c) unless clause 16.1 or clause 16.2(a) and (b) applies, for any other cost or expense the other party you reasonably incurs that is a direct result of and flows naturally from, our such breach of contract, negligence (or in our case nbn™ Activities) (but excluding loss of profits, revenue, business opportunities, likely savings and data), a party's and our liability under this clause is limited for all claims under this Agreement is limited in aggregate to the total amount payable by you to us under this Agreement during the first year of this Agreement. The limitation on liability in clause 16.2(c) does not apply to:<ul style="list-style-type: none">(i) the indemnity we provide under clause 18.2;
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	<p>(ii) <i>your liability for breach of any Intellectual Property Rights provided to you under this Agreement; and/or</i></p> <p>(iii) <i>your liability for the fees or Charges payable to us under or in connection with this Agreement.</i></p> <p>16.3 Other than the matters for which a party accepts liability we are liable under clauses 16.1 and 16.2, each party we excludes all other warranties, rights and other liability to you and all third parties the other party or a third party, whether arising under law, tort (including negligence), breach of contract or otherwise. For any liability which cannot lawfully be excluded but can be limited, our liability is limited to our choice of re-supplying or paying the cost of re-supplying affected services and repairing, replacing or paying the cost of repairing or replacing affected goods.</p> <p>16.4 Notwithstanding anything else in this Agreement</p> <p>(a) <i>both parties exclude liability for any indirect or consequential loss (including loss of profits, revenue, business opportunities, likely savings and data); and</i></p> <p>(d) our <i>a party's liability will be reduced to the extent the loss or damage is caused or contributed to by you the other party, your</i> their Personnel or their Related Companies.</p>
We have clarified that your liability under the indemnities will be reduced to the extent we caused or contributed to it, or could have been	Without limiting clause 6.3(e), You indemnify us for any cost, burden, claim, expense (including legal expense) loss or



<p>avoided had we taken reasonable steps to mitigate it.</p>	<p>damage that we suffer or incur arising out of or in connection with:</p> <p>(a) the carriage of Communications via a Service (whether or not you authorise that carriage and whether or not the Service successfully carries the Communications);</p> <p>(b) your failure to comply with, or the breach of, any applicable laws, regulations, orders, program standards or codes of practice in connection with your use of Communications; or</p> <p>(c) any claims or allegations that the Communications (or any part of them) breach any law, or infringe the rights of any person (including Intellectual Property Rights, patents and moral rights),</p> <p>except to the extent attributable to our act or omission, or that could have been avoided had we taken reasonable steps to mitigate such cost, burden, claim, expense, loss or damage.</p>
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<p>We have clarified Telstra's novation and assignment rights, and Telstra will provide you at least 30 days' prior notice before assigning, transferring or dealing with matters under this Agreement.</p>	<p>22.15 Notwithstanding clause 22.14, we may do any of the following without your consent:</p> <p>(a) with no less than 30 days' prior notice, novate this Agreement to another Telstra Group Entity that has sufficient resources and financial capacity (including by way of intra-group arrangements) to perform its obligations under this Agreement, in which case you must undertake all actions reasonably requested by us to effect that novation; and</p> <p>(b) assign, transfer or otherwise deal with, or grant security or create an interest or trust in or over (to or with any person):</p> <ul style="list-style-type: none">(i) all or any part of this Agreement;(ii) any of our rights, receivables or interests in connection with this agreement; or(iii) any related assets; <p>(b) do all things reasonably required or desirable to give effect to paragraphs (a) and (b).</p>
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Is pricing changing?

No. There are no changes to your pricing because of these changes.

What changes are happening to my product terms?

If your products are purchased via Our Customer Terms (OCT), you can see all the updated terms online by clicking through to: [https://www.telstra.com.au/customer-terms/business-government to telstra.com.au](https://www.telstra.com.au/customer-terms/business-government-to-telstra.com.au) here. If you have purchased Digital Products and Services, the updated terms online [can be found: https://www.telstra.com.au/customer-terms/digitalterms](https://www.telstra.com.au/customer-terms/digitalterms)

If your products are provided via a Schedule or Annexure to your Agreement, we will reflect the changes at your next renewal. We can provide you with a marked-up copy of the Schedule or Annexure to show you the changes if you request it.

Changes to product terms include:



- limiting your liability for certain types of conduct;
- making sure you receive reasonable notice of an automatic renewal for a fixed term. Where you wish to cancel your service after it is renewed, we will only charge you any reasonably unavoidable costs that we incur;
- making sure that we had a responsibility to minimise our losses in respect of your service/s;
- making sure it is very clear that any limitations of liability are always subject to any applicable rights you may have under the Australian Consumer Law.

If you are a Telstra Broadcast Services customer, changes to product terms include:

- limiting your liability for certain types of losses;
- making sure that we have a responsibility to minimise our losses in respect of your service/s;
- making it clear that early termination charges should represent the actual unavoidable costs and expenses incurred or committed to in order to provide the service.

When will the changes be implemented?

You do not need to do anything to receive the benefit of these changes.

To ensure that you don't have to wait until your renewal to receive the benefit of these changes, on and from 9 November 2023, Telstra is going to operate as if the terms apply. Changes will happen automatically to Our Customer Terms. We will progressively vary terms to existing contracts as they come up for renewal or extension.

What happens if the changes you have made are to clauses that are not in my current contract?

Nothing.

We are only making beneficial changes to clauses a customer has in their contract. If you don't have a particular clause in your contract or you have already negotiated a different position, those particular changes won't apply to you.

If you are on an earlier version of these Agreements, we will propose these changes to you at your next variation or renewal, but we won't incorporate them into your contract unless you agree in writing.

What if I want to vary my contract now?

There is no need to formally vary your contract ahead of your next contract renewal or extension. We will act in accordance with the terms, and you can rely on these additional rights. You can see the changes we've made to your BSA or CSA above and changes to Our Customer Terms by going to [Telstra.com.au](https://www.telstra.com.au). You will receive the benefit of these fairer terms on and from 9 November 2023.

What happens at my next renewal?

Business as usual.

Ahead of your contract expiration or renewal date, your Service Centre, Customer Engagement Specialist, Telstra Representative or Telstra Partner will contact you to discuss your renewal. If the



contract is being extended, we'll provide you with a copy of the Variation Agreement which includes in detail the changes we are making.

Depending on the date you signed a contract with us, your next Variation Agreement may contain other changes in addition to the changes outlined here. Please read all the proposed changes carefully. Some of these changes are not related to our recent review of your contract to make our terms fairer. We will **only** include these other additional changes if you consent to them. You can query or negotiate those changes at your renewal.

Who should I speak to if I still have questions?

If you've got questions about the changes, reach out to your Telstra Representative, Service Centre, Customer Engagement Specialist or Telstra Partner.