

## Internet Direct and Business Broadband section

### Part A – General

---

#### Contents

Click on the section that you are interested in.

<b>1</b>	<b>About the Internet Direct and Business Broadband section</b>	<b>3</b>
	Our Customer Terms	3
	Inconsistencies	3
	Customer agreement	3
	Parts of the Internet Direct and Business Broadband section	3
<b>2</b>	<b>Internet Direct</b>	<b>4</b>
	Cease Sale and Exit Notifications	4
	What is Internet Direct?	4
	Minimum commitment	4
	Cancelling your Internet Direct service	5
	Suspending your Internet Direct service	5
	Consequences of breach	6
	Availability	6
<b>3</b>	<b>What is Business Broadband?</b>	<b>6</b>
<b>4</b>	<b>Using Internet Direct and Business Broadband</b>	<b>7</b>
	Acceptable use	7
	Assistance	7
	Your responsibilities	8
	Agreements with your users	8
<b>5</b>	<b>Connecting carriage services</b>	<b>8</b>
<b>6</b>	<b>Standard features</b>	<b>9</b>
	Access to the Internet backbone	9
	CustData web page	9
	No outgoing email	9
<b>7</b>	<b>Connecting Internet Direct and Business Broadband service</b>	<b>10</b>
	Provisioning times	10
	Connection charges	10
	Changing connecting carriage service	11
	Migrating from BigPond ADSL to Business Broadband	11
	Software	12
	Putting your order on hold	12
	Cancelling or withdrawing your order	12
<b>8</b>	<b>Equipment</b>	<b>13</b>
	Providing equipment	13
	What equipment do we provide?	13
	Delivery and installation of equipment	14
	Maintenance of equipment	15
	Ownership of equipment	16
	Equipment warranties	17

## Internet Direct and Business Broadband section

### Part A – General

<b>9</b>	<b>Monthly charges</b>	<b>18</b>
	When we start charging you	18
	Options	18
	Pre 1 July 2003 pricing	18
	Tiered pricing	18
<b>10</b>	<b>Other charges</b>	<b>22</b>
	Backchannel charges	22
	Changing the point of presence	22
	Downgrading an existing pricing plan or transmission speed	22
	Changing customer	23
<b>11</b>	<b>Multiple sites pricing</b>	<b>23</b>
	Availability	23
	Connection discounts	23
	Monthly charges	24
<b>12</b>	<b>Redundant services</b>	<b>25</b>
	What is a redundant service?	25
	Connection charge	26
	Monthly charges	26
<b>13</b>	<b>Temporary services</b>	<b>26</b>
	What is a temporary service?	26
	Connection charges	27
	Monthly charges	27
	Cancelling or migrating your temporary service	27
<b>14</b>	<b>Service assurance and network performance</b>	<b>27</b>
	Help Desk	27
	Service assurance	28
	Network availability level	28
	Scheduled outages	29
<b>15</b>	<b>Other work we do for you</b>	<b>30</b>
<b>16</b>	<b>Special meanings</b>	<b>30</b>

## Internet Direct and Business Broadband section

### Part A – General

Certain words are used with the specific meanings set below and in [the General Terms of Our Customer Terms](#).

---

## 1 About the Internet Direct and Business Broadband section

### Our Customer Terms

- 1.1 This is the Internet Direct and Business Broadband section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Internet Direct and Business Broadband section, then the Internet Direct and Business Broadband section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Internet Direct and Business Broadband section gives us the right to suspend or terminate all or part of your service, that right is in addition to our rights to suspend or terminate your service under the General Terms.

### Customer agreement

- 1.5 If you wish to get Internet Direct (including Business Broadband or an Internet Direct Premium Package) using a connecting carriage service or a pricing plan not specified in this section of Our Customer Terms, you have to enter into a separate agreement with us.
- 1.6 If we give you a written quote for pricing for Internet Direct (including Business Broadband or an Internet Direct Premium Package) that is different from the pricing set out in this section of Our Customer Terms, you must attach the quote to your application form when you apply.
- 1.7 The terms in the Internet Direct and Business Broadband section of Our Customer Terms supplement the terms in the separate agreement with us or in the written quote.

### Parts of the Internet Direct and Business Broadband section

- 1.8 The Internet Direct and Business Broadband section is divided into separate documents:
  - (a) Part A – General;
  - (b) Part B – Other Features and Services;
  - (c) Part C - Business Broadband Packages; and

## Internet Direct and Business Broadband section

### Part A – General

(d) Part D - Mail and Web Protection / Mail and Web Control.

- 1.9 This Part A - General of the Internet Direct and Business Broadband section of Our Customer Terms applies in respect of services acquired under this section prior to 1 July 2009. For services acquired on and from 1 July 2009, the Internet Solutions section of Our Customer Terms applies.

---

## 2 Internet Direct

### Cease Sale and Exit Notifications

- 2.1 From 30 March 2020, Internet Direct on Fixed Pricing (also known as TID Fixed Pricing) is no longer available for order by new customers.
- 2.2 On 15 May 2021, Internet Direct on Fixed Pricing (also known as TID Fixed Pricing) will be exited and all remaining services will be discontinued.
- 2.3 From 15 May 2021, Internet Direct on Multiple Site Pricing (also known as TID Multi Site) as set out in clause 11 will no longer be available for order by new customers.

### What is Internet Direct?

- 2.4 Internet Direct gives you a high performance, carrier-grade, dedicated connection to the Internet.
- 2.5 Internet Direct lets you connect to the Internet via our points of presence around Australia.
- 2.6 We provide Internet Direct to you over a connecting carriage service. A connecting carriage service is the telecommunications service between your premises and our point of presence.
- 2.7 You either get your connecting carriage service from us separately or we can supply you Internet Direct and the connecting carriage service together as part of an Internet Direct Premium Package.
- 2.8 We offer a range of different data speeds and pricing options, as well as online management and reporting tools.

### Minimum commitment

- 2.9 You must take Internet Direct for at least 12 months.

## Internet Direct and Business Broadband section

### Part A – General

- 2.10 This minimum term starts either 30 days after we tell you we have implemented an access port connection or when we first supply any part of your Internet Direct service to you, whichever happens first.

#### **Cancelling your Internet Direct service**

- 2.11 In addition to any other rights of cancellation we may have, we may cancel your Internet Direct service (or any part of it) at any time after the minimum term by telling you in writing one month beforehand.
- 2.12 You can cancel your Internet Direct service (or any part of it) by telling us in writing one month beforehand.
- 2.13 Telstra will endeavour to cancel your Telstra Business Broadband service on the cancellation date you have requested. However, you acknowledge that your service may remain technically connected for up to 30 days after the date we receive your cancellation request. If your service is used at any time prior to its technical disconnection, whether or not that use is authorised by you, we will charge you for the Telstra Business Broadband service up to and including the last day the service is used.
- 2.14 If you signed up to your Internet Direct service prior to 29 February 2008 and your Internet Direct service is cancelled before the end of the 12-month minimum term, we may charge you an early termination charge. This is equal to 65% of the monthly charges for your Internet Direct service that would have been payable for the remainder of the 12-month minimum term on your chosen pricing plan. (This does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach.) This amount is a genuine pre-estimate of our loss.
- 2.15 If you sign up to your Internet Direct service on or after 29 February 2008 and your Internet Direct service is cancelled before the end of the term that you select, we may charge you an early termination charge. This is up to 65% of the monthly charges for your Internet Direct service that would have been payable for the remainder of the term that you agreed with us. (This does not apply where we cancel your service when you are not in breach or where you cancel your service because we are in breach.) This amount is a genuine pre-estimate of our loss.
- 2.16 If either your Internet Direct or Business Broadband service or your connecting carriage service is cancelled (for any reason), the other service is not cancelled automatically. You have to cancel it yourself separately. (This does not apply where you cancel an Internet Direct Premium Package.)

#### **Suspending your Internet Direct service**

- 2.17 We can suspend your Internet Direct or Business Broadband service (or any part of it) immediately, if we believe on reasonable grounds that your service is being used contrary to our [Acceptable Usage Policy](#) (as we vary it from time to time). This is because we

## Internet Direct and Business Broadband section

### Part A – General

consider any breach of the Acceptable Usage Policy to be a material breach of the Internet Direct or Business Broadband terms.

- 2.18 We can cancel your Internet Direct or Business Broadband service by telling you in writing if your service has been suspended (other than for a suspension by us without your default, material breach, insolvency or negligence) continuously for at least 30 days (including the day it was first suspended).
- 2.19 If we suspend your Internet Direct or Business Broadband service (or any part of it) because you are in breach of our terms or you are insolvent, we can require you to pay all outstanding charges before we end the suspension.

#### **Consequences of breach**

- 2.20 If you are in breach of any your obligations under this section, we can refuse to provide you with any new Internet Direct or Business Broadband services or optional features. We can also refuse to implement any changes to your transmission speed you ask for.

#### **Availability**

- 2.21 Internet Direct is not available to Telstra Wholesale customers.
- 2.22 On 23 July 2007, we withdrew from sale to new customers Internet Direct services where the relevant connecting carriage service is via dedicated modem. We will continue to support adds, moves and changes requested to any such Internet Direct services existing immediately prior to 23 July 2007 and which have not been cancelled.
- 2.23 On and from 17th August 2009 we withdrew from sale to new and existing customers Internet Direct services where the relevant connecting carriage service is via dedicated modem and ISDN.
- 2.24 On and from 20 August 2010 access to Internet Direct services via a dedicated modem or ISDN will be withdrawn from the market and no longer be provided to all customers using either of these connecting carriage services.
- 2.25 On and from 17th August 2009 we withdrew from sale to new customers Internet Direct services where the relevant connecting carriage service is via DDS Fastway or ATM. We will continue to support adds, moves and changes requested to any such DDS Fastway or ATM Internet Direct services existing immediately prior to 17 August 2009 and which have not been cancelled.

---

### **3 What is Business Broadband?**

- 3.1 Business Broadband includes Business Broadband Access, Business Broadband Starter, Business Broadband Advantage ADSL and Business Broadband BDSL. These services

## Internet Direct and Business Broadband section

### Part A – General

are further described in Part C of the Internet Direct and Business Broadband section of Our Customer Terms.

---

## 4 Using Internet Direct and Business Broadband

### Acceptable use

- 4.1 You have to do what we reasonably tell you to do relating to your use of Internet Direct and Business Broadband, including complying with our [Acceptable Usage Policy](#) (as we vary it from time to time).
- 4.2 You must not use Internet Direct or Business Broadband, or let anyone use Internet Direct or Business Broadband
- (a) to menace or harass any person or injure or damage anyone or anything; or
  - (b) for a purpose that a reasonable person would consider offensive; or
  - (c) to infringe another person's intellectual property rights; or
  - (d) to misuse another person's confidential information; or
  - (e) to infringe or commit an offence against any law, standard or code; or
  - (f) to send or receive instructions that could damage or injure somebody or something if implemented; or
  - (g) in a way that exposes either you or us to risk of prosecution or legal or administrative action under any law; or
  - (h) to interfere with, disrupt or affect the availability or use of Internet Direct or Business Broadband or any other network or computer system; or
  - (i) in a way that results in a virus, worm, Trojan or similar program being sent through Internet Direct from your equipment; or
  - (j) in breach of our Acceptable Usage Policy.

### Assistance

- 4.3 You have to give us any information and assistance we reasonably need to fulfil our obligations under this section of Our Customer Terms.

## Internet Direct and Business Broadband section

### Part A – General

#### **Your responsibilities**

- 4.4 It is up to you to choose, supply, configure and maintain your own facilities and equipment (at your expense), except for any equipment we maintain under this section of Our Customer Terms.
- 4.5 You choose which of our points of presence to connect to where you have a choice. It is up to you to check whether there are new points of presence available from time to time.
- 4.6 We do not have to tell you that new points of presence are available or that connecting to a different point of presence would save you money.
- 4.7 You are responsible for the purpose or purposes you use Internet Direct or Business Broadband and any equipment as well as the security of any equipment. You are also responsible for the content and security of any data or information you send or receive using Internet Direct or Business Broadband.

#### **Agreements with your users**

- 4.8 You have to make sure that all your agreements with people who use your Internet services include obligations relating to use of the service (unless we agree differently with you). These obligations have to be no less stringent than the use obligations above. You must also include in the agreements an express right for you to cancel the agreement (without liability) if the user breaches any of those obligations more than twice in one month.
- 4.9 You must enforce those provisions in your agreements.
- 4.10 If we ask you to, you have to give us a copy of your agreements with your users (except for anything in them that is confidential information). This is so we can check that you are complying with this requirement.

---

## **5 Connecting carriage services**

- 5.1 You must have a connecting carriage service between your premises and our point of presence for us to provide Internet Direct or Business Broadband to you. You have to choose, obtain and maintain your connecting carriage service.
- 5.2 You can use an existing connecting carriage service, or apply for one at the same time as Internet Direct or Business Broadband (a “seamless” access service). You can apply for a new connecting carriage service together with Internet Direct as part of an Internet Direct Premium Package or Business Broadband service.
- 5.3 If you applied for your Internet Direct service prior to 23 July 2007 and have not cancelled your service since then, the available connecting carriage services are dedicated

## Internet Direct and Business Broadband section

### Part A – General

modem, ADSL, Business DSL, Megalink, DDS Fastway, Frame Relay, IP WAN, ATM, Colocation, Ethernet MAN or any other connecting carriage service we approve.

- 5.4 If you applied for your Internet Direct service on or after 23 July 2007, the available connecting carriage services are ADSL, Business DSL, Megalink, DDS Fastway, Frame Relay, IP WAN, ATM, Colocation, Ethernet MAN or any other connecting carriage service we approve.
- 5.5 If you applied for your Internet Direct service on or after 17<sup>th</sup> August 2009, the available connecting carriage services are ADSL, Business DSL, Megalink, Frame Relay, IP WAN, Colocation, Ethernet MAN or any other connecting carriage service we approve.
- 5.6 We do not promise that several connecting carriage services connected to the same point of presence will terminate on the same router.
- 5.7 The connecting carriage service is part of Internet Direct only if you have Business Broadband or an Internet Direct Premium Package. In that case, it is your responsibility to choose, obtain and maintain your connecting carriage service separately. The charges and terms for your connecting carriage service are separate from and in addition to the charges and terms for Internet Direct.

---

## 6 Standard features

### Access to the Internet backbone

- 6.1 Internet Direct and Business Broadband gives you access to our Internet access network, which is our data transmission network interconnecting our points of presence to the Internet based on the TCP/IP protocol.
- 6.2 We promise to do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

### CustData web page

- 6.3 You can access the [CustData web page](#) to access near real-time information and tools on your Internet traffic, service levels and account details. There is no additional charge for this feature.

### No outgoing email

- 6.4 Internet Direct and Business Broadband do not include access to an SMTP service to let you relay or send email, whether or not you have your own locally operated mail server. If you want to be able to send or relay email you have to obtain your own SMTP server, or you must already have Business Mail or you get the optional Exchange Mail feature (see Part B – Other Features and Services of the Internet Direct and Business Broadband

## Internet Direct and Business Broadband section

### Part A – General

section of Our Customer Terms). You can also select the SMTP feature as a Business Broadband Extra with your Business Broadband Package (see Part C - Business Broadband Access and Packages of the Internet Direct and Business Broadband section of Our Customer Terms).

---

## 7 Connecting Internet Direct and Business Broadband service

### Provisioning times

- 7.1 We try to implement an access port connection at our point of presence within five business days from the day we tell you that we have processed your application if you already have a connecting carriage service.
- 7.2 If you apply for a new connecting carriage service with your Internet Direct or Business Broadband service we try to implement the connection in accordance with the standard provisioning time for the connecting carriage service (the Basic Telephone Service in the case of Business Broadband).
- We count the time it takes to provision your access port connection from the day we tell you we have processed your application.
- 7.3 Once we tell you that we have implemented an access port connection, you need to make an appointment within 30 days to complete the commissioning (if we require commissioning or you ask for it).
- 7.4 If you do not make the appointment within that time, after making reasonable attempts to contact you to obtain such an appointment, we can decide whether to cancel your application (and charge you our reasonable costs incurred for cancelling your application) or start charging you for Internet Direct or Business Broadband
- 7.5 If you ask us to change the transmission speed and we agree, we do our best to make the change within the standard provisioning times above.

### Connection charges

- 7.6 We charge you the following for connecting an access port for your Internet Direct service based on your connecting carriage service and its transmission speed:

Access port connection charge	GST excl.
For a dedicated modem (all speeds)	<b>\$400.00</b>
Business DSL (all speeds)	<b>\$500.00</b>
Colocation (100 Mbit/s)	<b>\$3,000.00</b>

## Internet Direct and Business Broadband section

### Part A – General

<b>Access port connection charge</b>	<b>GST excl.</b>
Colocation (greater than 100 Mbit/s)	<b>price on application</b>
Ethernet MAN (all speeds)	<b>price on application</b>
Megalink or DDS Fastway (all speeds)	<b>\$2,000.00</b>
Frame Relay, IP WAN or ATM (speeds up to and including 2 Mbit/s)	<b>\$2,000.00</b>
Frame Relay, IP WAN or ATM (speeds greater than 2 Mbit/s)	<b>price on application</b>
Other connecting carriage services (all speeds)	<b>price on application</b>

7.7 This charge only covers connections during our business hours of 8am to 6pm (your local time) on a business day. We charge you our additional fee-for-service charges (set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms to connect access ports outside our business hours.

7.8 The access port connection charge applies only to connecting your connecting carriage service to our point of presence. Additional charges may apply to the connecting carriage service.

#### **Changing connecting carriage service**

7.9 If you change your connecting carriage service, we charge you the access port connection charge again (as well as any charges for connecting the new connecting carriage service that may apply).

7.10 We do not charge you the access port connection charge if you are:

- (a) upgrading an existing Internet Direct service provided using a dedicated modem to Business Broadband (and which is not a temporary service); or
- (b) migrating from an existing working BigPond Broadband ADSL service to Business Broadband (and which is not a temporary service).

#### **Migrating from BigPond ADSL to Business Broadband**

7.11 If you are migrating from an existing working BigPond Broadband ADSL service to Business Broadband Access, Business Broadband Starter or Business Broadband Advantage ADSL, then you will continue to have access to your BigPond mail account

## Internet Direct and Business Broadband section

### Part A – General

and services for two months from the date that your Business Broadband service is activated. The use of your BigPond services will contribute to your Business Broadband usage cap during this two month overlap.

- 7.12 During the two month overlap, you will continue to be billed by BigPond for your BigPond services, but, you will receive a rebate for access charges associated with your BigPond service (this rebate does not cover any value added services). This rebate will be applied to your bill for your Business Broadband service. If you cancel your BigPond service during the two month overlap, your rebate will be pro-rated accordingly.
- 7.13 Following the expiry of the two month overlap, your BigPond access and services will be cancelled, except for the following value added services:
- (a) BigPond Website Hosting;
  - (b) Premium Mail;
  - (c) Premium Hosting Add-on; and
  - (d) BigPond Movies and BigPond Games.

#### Software

- 7.14 Any software we supply you in connection with Internet Direct or Business Broadband is subject to the terms and conditions that accompany it.

#### Putting your order on hold

- 7.15 If you have applied for Internet Direct or Business Broadband and ask us to put your application on hold, we may charge you the following administrative charge:

Held order charge	GST excl.
For each time you ask us to put an application on hold	<b>\$500.00</b>

- 7.16 We may hold your application for up to three months. After that time, provided we tell you beforehand, we can cancel your application and charge you as if you had asked us to cancel your application.

#### Cancelling or withdrawing your order

- 7.17 If you ask us to cancel your application before we have implemented an access port connection, we charge you for the costs we have incurred up until you ask us to cancel the application. We do not charge you more than the connection charges we would have charged you if you had not cancelled your application.

## Internet Direct and Business Broadband section

### Part A – General

- 7.18 If you have already paid us the charge for putting your application on hold, we deduct this from the amount we charge you for cancelling your application.

---

## 8 Equipment

### Providing equipment

- 8.1 You can ask us to provide equipment for your Internet Direct and Business Broadband Access service if you use either a ADSL or BDSL connecting carriage service that we supply to you. We can provide you equipment if it is available

### What equipment do we provide?

- 8.2 You can ask us to provide a basic equipment package, an advanced equipment package or a managed equipment package. The equipment we provide are routers and any other equipment we agree to provide to you but not all types of equipment are available under each package.

You can buy a 800, 1700 or 2600 series Cisco router from us, including any embedded software.

Details on any restrictions to the types of equipment available with each package are set out on [the Internet Direct page on our website](#).

- 8.3 Under a basic equipment package:
- (a) we supply you equipment with the configuration set by the seller of the equipment;
  - (b) the equipment has standard security features;
  - (c) we do not install, configure or maintain the equipment; and
  - (d) if you have any warranty or technical support enquiries, you must contact the Cisco Technical Assistance Centre on 1800 805 227.
- 8.4 If you have a basic equipment package and an ADSL connecting carriage with your Internet Direct service, then you will get the advanced security features with your basic equipment package.
- 8.5 Under an advanced equipment package:
- (a) we supply you equipment with the configuration set by the seller of the equipment;
  - (b) the equipment has advanced security features;

## Internet Direct and Business Broadband section

### Part A – General

- (c) we do not install, configure or maintain the equipment; and
- (d) if you have any warranty or technical support enquiries, you must contact the Cisco Technical Assistance Centre on 1800 805 227.

8.6 Under a managed equipment package:

- (a) we install and configure the equipment to connect to our Internet Direct network;
- (b) the equipment has standard security features; and
- (c) you can ask us to maintain the equipment.

8.7 We charge you for any equipment we agree to provide to you the prices set out on [the Internet Direct page on our website](#).

#### **Delivery and installation of equipment**

8.8 We deliver the equipment to your premises during our business hours of 8am to 6pm on a business day. We try reasonably to tell you if there are any delays in delivering the equipment. If you have any special delivery requests, we try reasonably to meet them.

8.9 If you ask for the managed equipment package, we will install and configure the equipment. We charge you for installation as set out on [the Internet Direct page on our website](#) for your Internet Direct service, and as set out in Part C - Business Broadband Access and packages of the Internet Direct and Business Broadband section of Our Customer Terms for your Business Broadband Access service.

8.10 As long as you give us any information we need before installation, we pre-configure equipment forming part of a managed equipment package (where applicable) for connection to Internet Direct. We do not offer any other configurations. You can ask us to activate or de-activate network address translation.

8.11 Before we install the equipment forming part of a managed equipment package, you have to provide:

- (a) a clean, dry operating environment for the equipment within three metres of a termination point for your connecting carriage service; and
- (b) an appropriate mains power supply.

8.12 Our installation service only covers delivering the equipment to your premises and plugging it into the power supply, our standard configuration of the embedded software and connecting the equipment to your connecting carriage service.

## Internet Direct and Business Broadband section

### Part A – General

8.13 You can only modify the configuration of any equipment in a managed equipment package if we tell you to.

8.14 We are only responsible for connecting any of your other equipment to the equipment we deliver if we agree to do so. We are also not responsible for any variation to our standard configuration of the equipment or its embedded software.

#### **Maintenance of equipment**

8.15 If you get a managed equipment package from us, you can also ask us to maintain it (that is, fix faults in the equipment). We do not maintain any equipment provided under a basic equipment package or advanced equipment package.

8.16 We provide standard maintenance during our business hours of 8am to 6pm on business days in the time zone of your premises where the equipment is located.

8.17 As part of our standard maintenance service, we do our best:

- (a) to respond to any service difficulties you report within two hours during business hours; and
- (b) to repair any faults in the router that need us to attend your premises within two business days.

8.18 For an additional charge, you can ask for our extended maintenance service. With extended maintenance, we provide maintenance for routers 24 hours a day, seven days a week (including public holidays). We do our best:

- (a) to respond to router service difficulties within two hours; and
- (b) to restore router faults within 24 hours.

8.19 However, if your premises are more than 75 kilometres from the CBD of the capital city in your State or Territory and we cannot resolve the fault remotely, we do our best to restore router faults within two business days.

8.20 We repair any other faults in equipment we supply within a reasonable period of time.

8.21 If you have Internet Direct or Business Broadband Access, we charge you the monthly charge to maintain the equipment as set out on [the Internet Direct page on our website](#).

8.22 We can stop providing maintenance to you for particular equipment by telling you in writing six months beforehand if:

- (a) that piece of equipment is no longer generally available for consumers to buy; or

## Internet Direct and Business Broadband section

### Part A – General

- (b) our supplier stops offering maintenance for that piece of equipment.

8.23 Maintenance charges do not cover repair of any faults or problems caused by:

- (a) items attached to the equipment without our approval;
- (b) misuse of the equipment;
- (c) your negligent acts or omissions (or the negligent acts or omissions of your contractors or agents);
- (d) a malfunction or abnormal operation of external electrical power or air conditioning;
- (e) fire, heat, smoke or water damage;
- (f) burglary, theft, vandalism or a civil disturbance;
- (g) relocating the equipment without our approval;
- (h) using an incorrectly installed consumable or a consumable we have not approved;
- (i) connecting to or using another person's hardware or software that we (or our authorised agents) do not maintain;
- (j) failing to comply with or exceeding the specifications or recommendations of the equipment's manufacturer or supplier;
- (k) someone other than us (or our authorised agent) repairing or modifying the equipment; or
- (l) you not implementing any release or upgrade of the equipment we issue during the first 12 months after we issue the release or upgrade.

8.24 We do not monitor the availability or the performance of the equipment as part of our maintenance service.

8.25 Your maintenance charges do not cover us changing the configuration or cabling of the equipment that might be needed to change the transmission speed or the configuration of the connecting carriage service.

#### **Ownership of equipment**

8.26 You own the equipment, free from any security or interest in it, once you pay us all the applicable charges for the equipment (including installation charges). Until you own the equipment, you must not:

## Internet Direct and Business Broadband section

### Part A – General

- (a) give another person an interest in it or any form of security over it, or dispose of it; or
    - (b) modify it without getting our written permission first.
  - 8.27 All responsibility, liability and risk in the equipment passes from us to you when we deliver it.
  - 8.28 If you or we cancel your Internet Direct service or Business Broadband Access before you own the equipment, we can choose to either:
    - (a) have you pay the outstanding charges for the equipment (so that you own it); or
    - (b) return the equipment to us in good working order.
  - 8.29 We can repossess the equipment if:
    - (a) you do not pay us all the charges for it;
    - (b) before you own the equipment you modify it without getting our written permission first; or
    - (c) you give another person an interest in it or any form of security over it or dispose of it.
  - 8.30 You grant us (or our authorised agents):
    - (a) an irrevocable licence to enter your premises during our business hours (of 8am to 6pm on business days) to retrieve the equipment for the purposes of 8.29 (but we must give you 24 hours' notice beforehand); and
    - (b) an irrevocable authority to sell the equipment (or any part of it) by auction or some other way, and to use the proceeds to pay any amount you owe us and to reimburse any expenses we incur in exercising these rights.
  - 8.31 Once you own the equipment, if you or we cancel your Internet Direct or Business Broadband Access service, we give you any passwords you need to change the configuration of the equipment. Otherwise, you must not change the equipment's configuration.
- Equipment warranties**
- 8.32 We promise that the equipment in a managed equipment package will perform in accordance with the manufacturer's or supplier's published specifications for 90 days from the date we install it.

## Internet Direct and Business Broadband section

### Part A – General

- 8.33 This promise does not apply if the equipment has:
- (a) been altered, repaired or maintained by anyone other than us;
  - (b) not been operated in a suitable environment in accordance with its specifications;  
or
  - (c) been subjected to abnormal physical or electrical stress, misuse, negligence or accident.
- 8.34 If the equipment does not perform in accordance with this promise, you can return it to us and we will decide whether to repair or replace it or give you a refund. We will either repair or replace the equipment or give you a refund within ten business days after receiving the equipment from you.

---

## 9 Monthly charges

### When we start charging you

- 9.1 We charge you a monthly charge for your Internet Direct from when your minimum 12-month term begins.

### Options

- 9.2 With tiered pricing, you pay a basic monthly charge for Internet Direct and then additional charges for excess usage if you exceed your traffic allowance.

### Pre 1 July 2003 pricing

- 9.3 If you already had your Internet Direct service on 30 June 2003, we charge you the “monthly usage charge” calculated according to the pricing option that you had in place on 30 June 2003 rather than the pricing in this section.

Details and terms of the pricing options that applied on 30 June 2003 are on [the Internet Direct page of our website](#).

- 9.4 We continue to apply this existing pricing to your services until you choose one of the two pricing options under this section.

### Tiered pricing

- 9.5 If you choose the tiered pricing option, we charge you a monthly standard charge based on your connecting carriage service, its transmission speed and the monthly traffic allowance you chose (shown below in Gigabytes). If you receive more traffic in a month

## Internet Direct and Business Broadband section

### Part A – General

than your chosen traffic allowance, we charge you an excess usage charge for each additional Megabyte of traffic received.

Monthly charges (tiered pricing option) and excess usage charges	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
ADSL		
256/64 kbit/s with 1 GB traffic allowance	<b>\$108.18</b>	<b>12¢</b>
512/128 kbit/s with 1 GB traffic allowance	<b>\$126.36</b>	<b>12¢</b>
1500/256 kbit/s with 1 GB traffic allowance	<b>\$162.73</b>	<b>12¢</b>
any speed with 3 GB traffic allowance	<b>\$305.45</b>	<b>11.5¢</b>
any speed with 5 GB traffic allowance	<b>\$495.45</b>	<b>11.5¢</b>
any speed with 10 GB traffic allowance	<b>\$972.73</b>	<b>11.5¢</b>
any speed with 20 GB traffic allowance	<b>\$1,909.09</b>	<b>11¢</b>
any speed with 40 GB traffic allowance	<b>\$3,659.03</b>	<b>10.45¢</b>
any speed with 60 GB traffic allowance	<b>\$5,167.05</b>	<b>9.82¢</b>
any speed with 80 GB traffic allowance	<b>\$6,616.47</b>	<b>9.45¢</b>
Dedicated modem		
with 0.11 GB traffic allowance	<b>\$20.00</b>	<b>19¢</b>
with 0.35 GB traffic allowance	<b>\$40.00</b>	<b>15¢</b>

## Internet Direct and Business Broadband section

### Part A – General

Monthly charges (tiered pricing option) and excess usage charges	Monthly charge	Excess usage charge (per MB)
	(GST excl.)	(GST excl.)
Other connecting carriage services		
any speed with 1 GB traffic allowance	<b>\$117.27</b>	<b>11.69¢</b>
any speed with 5 GB traffic allowance	<b>\$572.73</b>	<b>11.45¢</b>
any speed with 10 GB traffic allowance	<b>\$1,122.73</b>	<b>11.23¢</b>
any speed with 20 GB traffic allowance	<b>\$2,156.36</b>	<b>10.77¢</b>
any speed with 40 GB traffic allowance	<b>\$3,978.18</b>	<b>9.95¢</b>
any speed with 60 GB traffic allowance	<b>\$5,616.36</b>	<b>9.36¢</b>
any speed with 80 GB traffic allowance	<b>\$7,191.82</b>	<b>9¢</b>
any speed with 100 GB traffic allowance	<b>\$8,633.64</b>	<b>8.64¢</b>
any speed with 120 GB traffic allowance	<b>\$10,173.64</b>	<b>8.50¢</b>
any speed with 140 GB traffic allowance	<b>\$11,655.45</b>	<b>8.32¢</b>
any speed with 160 GB traffic allowance	<b>\$13,080.91</b>	<b>8.18¢</b>
any speed with 180 GB traffic allowance	<b>\$14,451.82</b>	<b>8.09¢</b>
any speed with 200 GB traffic allowance	<b>\$15,768.18</b>	<b>7.86¢</b>

- 9.6 If you receive less traffic than your chosen traffic allowance in a month, the remaining unused traffic allowance is forfeited. It is not added to your traffic allowance for any later month.
- 9.7 You can ask for a pricing plan with a higher traffic allowance than set out in this section. We quote you a price.
- 9.8 Depending on your connecting carriage service, there are certain minimum plans that you can choose. For the following connecting carriage services and speeds, you have to choose a pricing plan that has at least the traffic allowance specified below in Gigabytes.

## Internet Direct and Business Broadband section

### Part A – General

Minimum plan requirements	Transmission speed	Minimum traffic allowance required
Dedicated modem	any	<b>0.11 GB</b>
ADSL	any	<b>1 GB</b>
ATM	3-5 Mbit/s	<b>20 GB</b>
	6-8 Mbit/s	<b>40 GB</b>
	10 Mbit/s	<b>80 GB</b>
	16 Mbit/s	<b>100 GB</b>
	34 Mbit/s	<b>160 GB</b>
	155 Mbit/s	<b>200 GB</b>
Business DSL	any	<b>1 GB</b>
Colocation – part rack	100 Mbit/s	<b>5 GB</b>
	1 Gbit/s	<b>20 GB</b>
Colocation – full rack	100 Mbit/s	<b>10 GB</b>
	1 Gbit/s	<b>40 GB</b>
DDS Fastway	< 2 Mbit/s	<b>1 GB</b>
Ethernet MAN	100 Mbit/s	<b>40 GB</b>
	1 Gbit/s	<b>40 GB</b>
Frame Relay	< 2 Mbit/s	<b>1 GB</b>
	2 Mbit/s	<b>5 GB</b>
	3-5 Mbit/s	<b>20 GB</b>
	6-8 Mbit/s	<b>40 GB</b>
	10 Mbit/s	<b>80 GB</b>
IP WAN	< 2 Mbit/s	<b>1 GB</b>
	2 Mbit/s	<b>5 GB</b>
	3-5 Mbit/s	<b>20 GB</b>

## Internet Direct and Business Broadband section

### Part A – General

Minimum plan requirements	Transmission speed	Minimum traffic allowance required
	6-8 Mbit/s	<b>40 GB</b>
	10 Mbit/s	<b>80 GB</b>
Megalink	2 Mbit/s	<b>5 GB</b>

---

## 10 Other charges

### Backchannel charges

- 10.1 If the total traffic you send in a month through all access ports on your account exceeds the total traffic you receive in that month through those access ports by 4:1, we charge you a backchannel charge for each additional Megabyte of traffic you send in that month in excess of the 4:1 ratio.

Backchannel charge	GST excl.
Per additional MB	<b>4¢</b>

### Changing the point of presence

- 10.2 We charge you the following charge for changing the point of presence to which your connecting carriage service is connected. This excludes any charges that might apply to the connecting carriage service.

Changing the point of presence	GST excl.
For each change	<b>\$250.00</b>

### Downgrading an existing pricing plan or transmission speed

- 10.3 We charge you the following charge for downgrading an existing pricing plan or transmission speed:

## Internet Direct and Business Broadband section

### Part A – General

<b>Downgrading an existing pricing plan or transmission speed</b>	<b>GST excl.</b>
For each change	<b>\$500.00</b>

#### **Changing customer**

- 10.4 We charge you the following charge for changing customer if allowed under the [General Terms of Our Customer Terms](#):

<b>Changing customer</b>	<b>GST excl.</b>
For each change	<b>\$150.00</b>

---

## **11 Multiple sites pricing**

### **Availability**

- 11.1 If you apply for at least 20 eligible Internet Direct services at once (ie, on the same application form) on the one account, you are eligible for multiple sites pricing.
- 11.2 To be eligible, an Internet Direct service must not be a redundant service or a temporary service, and:
- (a) if you applied for your Internet Direct service prior to 23 July 2007, the service must be provided using dedicated modem, ADSL or Business DSL as the connecting carriage service; or
  - (b) if you applied for your Internet Direct service on or after 23 July 2007, the service must be provided using ADSL or Business DSL as the connecting carriage service.

### **Connection discounts**

- 11.3 We give you the following discount off our access port connection charges based on the number of eligible services you apply for:

## Internet Direct and Business Broadband section

### Part A – General

Number of services	Discount
20-49 services	10%
50-74 services	20%
75-99 services	30%
100-149 services	40%
150 or more services	50%

#### Monthly charges

- 11.4 If you are eligible for multiple sites pricing, you can request either tiered pricing or volume-based pricing for your monthly charges.
- 11.5 If you choose tiered pricing, we give you the following discount off your monthly standard charge (but not any excess usage charges):

Number of services	Discount
20-49 services	5%
50-74 services	10%
75-99 services	15%
100-149 services	20%
150 or more services	25%

- 11.6 If you choose and are eligible for volume-based pricing, we charge you the following usage charge for each Megabyte of traffic you receive across all your services that qualify for multiple sites pricing. The usage charge is determined at the end of the month based on which of the bands below your monthly volume (measured in Gigabytes) falls within. We charge you a minimum monthly usage charge of \$2,000 (GST excl) if your usage for all your services results in a monthly usage charge below this amount. Volume-based pricing is not available to you if you apply for multiple site pricing after 13 November 2006 and have more than 300 eligible Internet Direct services on one account, unless we have a separate agreement with you otherwise.

## Internet Direct and Business Broadband section

### Part A – General

<b>Multiple sites monthly usage charges</b>	<b>GST excl.</b>
Minimum usage charge (per month for all services)	<b>\$2,000.00</b>
Less than 50 GB (per MB)	<b>9.64¢</b>
From 50 GB to less than 100 GB (per MB)	<b>9.18¢</b>
From 100 GB to less than 150 GB (per MB)	<b>8.36¢</b>
From 150 GB to less than 200 GB (per MB)	<b>7.91¢</b>
200 GB or more (per MB)	<b>7.45¢</b>

- 11.7 If you choose and are eligible for volume-based pricing, we only charge you an early termination charge if you cancel all of your Internet Direct services on the one account for multiple sites pricing before the end of the 12-month minimum period.

---

## 12 Redundant services

### What is a redundant service?

- 12.1 A redundant service is a back-up Internet Direct service with the same connecting carriage service as your primary Internet Direct service. You can use a redundant service if your primary Internet Direct service fails, suffers service interruption or has insufficient capacity.
- 12.2 You can ask for a redundant service if you have a connecting carriage service other than the following:
- dedicated modem
  - ADSL
- 12.3 On and from 17<sup>th</sup> August 2009 you can ask for a redundant service if you have a connecting carriage service other than ADSL.
- 12.4 The transmission speed of your redundant service cannot be higher than for your primary service.
- 12.5 Except for pricing, all the same terms apply to your redundant service as apply to your primary service.

## Internet Direct and Business Broadband section

### Part A – General

#### Connection charge

12.6 We charge you half the standard connection charge for connecting a redundant service.

#### Monthly charges

12.7 We charge you the following monthly charge for your redundant service as well as the usage charge for each Megabyte of traffic you receive. These charges apply to Business DSL, Megalink, DDS Fastway, Frame Relay, Ethernet MAN, Colocation, IP WAN and ATM services. Other types of redundant service may be available on request.

Monthly charges (redundant services) and usage charges	Monthly charge	Usage charge (per MB)
	(GST excl.)	(GST excl.)
For each redundant service (2 Mbit/s and lower)	<b>\$80.00</b>	<b>11.45¢</b>
For each redundant service (over 2 Mbit/s)	<b>\$500.00</b>	<b>11.45¢</b>

---

## 13 Temporary services

#### What is a temporary service?

13.1 Prior to the 17<sup>th</sup> of August 2009, you can ask for a temporary service for up to three months if you have one of the following connecting carriage services:

- dedicated modem
- ADSL
- Business DSL
- DDS Fastway
- Megalink

13.2 On and from the 17<sup>th</sup> of August 2009, you can ask for a temporary service for up to three months if you have one of the following connecting carriage services:

- ADSL
- Business DSL

## Internet Direct and Business Broadband section

### Part A – General

- DDS Fastway
- Megalink

13.3 The temporary service option only applies to your Internet Direct and Business Broadband Access service. Whether or not you can get your connecting carriage service as a temporary service depends on the terms that apply to the connecting carriage service.

#### Connection charges

13.4 We charge you a connection charge of 1.5 times our standard connection charge for implementing an access port for a temporary service.

#### Monthly charges

13.5 We charge you the following monthly charge for your temporary service as well as the usage charge for each Megabyte of traffic you receive:

Monthly charges (temporary services) and usage charges	Monthly charge	Usage charge (per MB)
	(GST excl.)	(GST excl.)
For each temporary service	<b>\$20.00</b>	<b>19¢</b>

#### Cancelling or migrating your temporary service

- 13.6 Before the end of the three-month term for your temporary service, you have to tell us whether you want to cancel the service or migrate it to one of our standard pricing plans.
- 13.7 If you have not told us what you want us to do with your temporary service by the end of the three-month term, we may cancel the service after telling you in writing at least 30 days beforehand unless we obtain your explicit consent to migrate it to a standard pricing plan.

---

## 14 Service assurance and network performance

#### Help Desk

14.1 You must promptly tell our Internet Direct Help Desk about any service difficulty and give us all available details we need to help us investigate it.

## Internet Direct and Business Broadband section

### Part A – General

14.2 You can report service difficulties to us 24 hours a day, seven days a week by calling our Help Desk on the number we specify from time to time.

14.3 For Business Broadband and Internet Direct Premium Packages this includes difficulties with the operation of your connecting carriage service.

#### Service assurance

14.4 We repair and maintain Internet Direct under the CSM Business Plus option set out in the Service Assurance and Provisioning Commitment section of Our Customer Terms.

#### Network availability level

14.5 We do our best to make sure the network availability is at least 99.9% for a month.

14.6 We measure network availability as follows:

Your connection	Network availability
If you are connected to a primary point of presence (primary POP):	<p>The percentage of time that our intercapital network was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>
If you have a different connection:	<p>The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly.</p> <p>This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</p>

A **primary POP** is a point of presence at one of the following exchanges:

## Internet Direct and Business Broadband section

### Part A – General

City	Exchange
Adelaide	Flinders, Waymouth
Brisbane	Charlotte, Woolloongabba
Canberra	Civic, Deakin
Melbourne	Lonsdale, Windsor
Perth	Pier, Wellington
Sydney	Chatswood, Kent

**Our Intercapital network** is the network of intercapital transmission links and equipment connecting Adelaide, Brisbane, Canberra, Melbourne, Perth and Sydney, which is part of our Internet access network.

**Our regional network** is the network of transmission links and equipment connecting a point of presence other than a primary POP to our intercapital network, which is part of our Internet access network.

- 14.7 We do not count scheduled outages when working out network availability for a month (see below).
- 14.8 Our systems calculate network availability measurements. If our systems fail, this does not mean that our Internet network was not available.
- 14.9 When we measure network availability, we are not measuring the availability of your connecting carriage service. If your connecting carriage service is unavailable, this is not reflected in the network availability for Internet Direct.

#### **Scheduled outages**

- 14.10 Sometimes we perform scheduled maintenance, upgrades or repairs to our Internet access network or connecting carriage service (in the case of Business Broadband or the Internet Direct Premium Packages) and all or part of the Internet Direct service or connecting carriage service is not available as a result. This is a scheduled outage.
- 14.11 We do our best to tell you about scheduled outages at least five business days beforehand. We can do this by posting information on the [CustData web page](#) on the Internet Direct page on our website or by sending an e-mail to the person you have nominated as your technical contact.
- 14.12 We do our best to make sure scheduled outages are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.

## Internet Direct and Business Broadband section

### Part A – General

---

#### 15 Other work we do for you

- 15.1 We can apply additional fee-for-service charges for additional works associated with service activation (eg installing additional outlets for your ADSL service and connecting access ports outside our business hours.)
- 15.2 For details of these and other charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract see “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#)”.

---

#### 16 Special meanings

- 16.1 The following words have the following meanings:

an **access port** is the point at which a connecting carriage service connects to our point of presence.

**Business Broadband** means Business Broadband Access, Business Broadband Starter, Business Broadband Advantage ADSL and Business Broadband BDSL as set-out in Part C of the Internet Direct and Business Broadband section of Our Customer Terms.

**business day** means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.

a **point of presence** is the place where a connecting carriage service connects to our Internet access network.

**traffic allowance** is the number of gigabytes of traffic that you can receive in a month that are included in the monthly standard charge.

**transmission speed** for an access port is the maximum data transfer capacity (measured in bits per second) that we have configured the access port for.

- 16.2 This section needs to be read in conjunction with those parts of Our Customer Terms that relate to your eligible services. Various names for particular kinds of services, charges, pricing packages and discount offers are contained in those sections and have the same meaning here. Words defined in [the General Terms](#), [the Basic Telephone Service section](#) and the section that relates to each of the available connecting carriage services have the same meaning in this section.