

Service Terms

Adaptive Networks - nbn™ Access Section

1 ABOUT THIS DOCUMENT

1.1	Where this document fits into our agreement with you
	<ul style="list-style-type: none"> (a) This is the nbn Access section of Our Customer Terms. (b) Unless you have a separate agreement with us which excludes them, the General Terms of Our Customer Terms apply to the provision of nbn Access services. (c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.
1.2	Inconsistencies
	<ul style="list-style-type: none"> (a) If the General Terms of Our Customer Terms are inconsistent with something in nbn Access section, then this nbn Access section applies instead of the General Terms to the extent of the inconsistency. (b) If a provision of this nbn Access section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 SERVICE SUMMARY

2.1	What is nbn Access			
	<ul style="list-style-type: none"> (a) nbn Access is an Access Service delivered over the nbn network that can be used to connect a customer site to a network service (e.g. TID Adapt or BIP Adapt). (b) The Services on the nbn section of Our Customer Terms also applies to your nbn Access service. (c) You must not assign or resupply the nbn Access services to anyone. 			
2.2	Types of nbn Access			
	nbn TC4	nbn TC2	nbn Enterprise Ethernet – High CoS	nbn Enterprise Ethernet – Low CoS
Network Technology	FTTP, FTTN, FTTB, HFC, FTTC or Fixed Wireless	FTTP, FTTN, FTTB or FTTC	nbn Enterprise Ethernet network	
Traffic Class/ Class of Service	4	2	High	Low
Information Rate	Peak	Committed	Committed	Peak
Contention	Contended	Uncontended	Uncontended	Contended
Speeds	Asymmetrical	Symmetrical	Symmetrical	Symmetrical
	<ul style="list-style-type: none"> (a) Asymmetrical means higher download speeds than upload speeds and Symmetrical means the same upload and download speeds. (b) Peak information rate means that the access bandwidth experienced will vary at any particular time and may be significantly lower than the access bandwidth for your plan. (c) Committed information rate means the level of data throughput for which data frames are delivered according to the performance objectives of the applicable traffic class, as published by nbn co. The data throughput is also affected by the performance objectives of the particular Telstra network service used with the nbn Access service. (d) Uncontended means that the service is designed to have enough capacity for the access bandwidth not to be affected by the number of other end users connected on the nbn network at the same time. (e) Contended means that the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those users. You may not always get your subscribed bandwidth as this is dependent on the traffic load in the network. We deliver these contended asymmetrical/symmetrical as a best efforts service, with no guarantee on the peak speeds achievable. 			

nbn Access Section was last changed on 09 November 2023

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- (f) The nbn Enterprise Ethernet services are intended for use by end users for medium business, enterprise and government grade purposes within a single Premises only. You must ensure that your nbn Enterprise Ethernet service is not used for the purpose of supplying broadband services to:
- (i) Premises other than to the Premises in respect of which the service has been ordered; or
 - (ii) multiple Premises within multi-Premises sites, such as different tenants in a multi-tenancy office building.

2.3 Availability

- (a) From 15 April 2022, TID Premium Adapt with nbn TC2 access will no longer be available for purchase by new customers.
- (b) From 15 July 2022, some changes will no longer be permitted for TID Premium Adapt with nbn TC2 access services, including:
 - (i) recontracting;
 - (ii) ordering new services;
 - (iii) external relocations; and
 - (iv) any changes that require a technician to be dispatched.
- (c) From 15 June 2024, all remaining TID Premium Adapt services with nbn TC2 access will be disconnected.

2.4 Other factors affecting speed on nbn Access services

Access Bandwidth

- (a) We'll agree with you the initial access bandwidth for your nbn Access service.
- (b) The access bandwidth is the nominal data throughput rate limit for your nbn Access Service. Apart from the factors discussed in clause 3, actual throughput depends on a variety of other factors, including:
 - (i) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
 - (ii) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead; and
 - (iii) the capability and settings of equipment and systems used by the sender and the recipient of the data transfer including router configuration.

Maximum line speeds

- (c) Your nbn Access service can never go faster than the maximum line speed achievable at the Premises. Factors affecting your maximum line speed depend on the technology type that nbn co makes available at the Premises.
- (d) The maximum line speed is affected by factors including:

Factor	Technology Type			
	FTTN	FTTB	Fixed Wireless	nbn Enterprise Ethernet
The length, attenuation and quality of the copper line from the Premises to the node, including corrosion and joint quality	✓	✓		
The quality and layout of in-Premises cabling	✓	✓		✓
Internal and external electrical interference, including Co-existence	✓	✓		
Weather conditions, including heavy rain	✓		✓	
Whether your service has been placed into Repair Profile or is under Remediation by nbn co	✓	✓		
The quality of the MDF		✓		✓
The signal reception, including any interference with in-building cabling or pre-existing lead-in length			✓	

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Whether multiple nbn Fixed Wireless Access Services are provided over a single nbn NTD. If so, the access bandwidth of each service may not be achieved simultaneously			✓	
Line-of-sight interference			✓	
Other wireless signals			✓	
Interference caused by the equipment or network of any third party				✓
The maximum aggregate through-put of the B-NTD can affect the ability of multiple services supplied using the same B-NTD to achieve maximum throughput simultaneously				✓
(a)	TC4 wired and wireless are delivered as contended services to perform as best efforts.			
(b)	Co-existence occurs when both ADSL and (VDSL2) nbn services are present in the same area at the same time. Co-existence reduces the access bandwidth of the VDSL2 nbn Access service. The following access bandwidths are considered acceptable during Co-existence:			
(i)	FTTB - 25M/5M			
(ii)	FTTN - 12M/1M			

2.5 Service term

- (a) Unless otherwise stated in a separate agreement with us, your nbn Access service commences when we notify you that the nbn Access service and associated network service is available for use by you.
- (b) nbn Access is provided on a month to month basis.

2.6 Cancellation

- (a) Without limiting any of our rights, we may immediately cancel your nbn Access service if:
 - (i) you fail to rectify any defect or inadequacy in a facility or equipment not owned or maintained by us after being requested to do so by us; or
 - (ii) we are unable to enter the Premises to inspect, repair or maintain a Facility.
- (b) If a nbn Access service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to your site for this collection.
- (c) If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.
- (d) If your nbn Access service expires or is terminated, any associated network services will also be terminated.

3 CHARGES

3.1 List Prices

- (a) Unless otherwise agreed in writing, the charges for your nbn Access service are published in Telstra Connect.
- (b) Your monthly charges for the nbn Access service start from the date both the nbn Access service and network service are available for your use.

3.2 nbn co installation charges

- (a) nbn co may charge us additional charges relating to your installation which we will notify to you before doing the work and then will bill to you.
- (b) The additional charges currently include the following, which we may update from time to time:

New development charge	For nbn TC2 and nbn TC4:	\$272.27 (excl. GST)
	If the Premises is in a new development and not already connected to the nbn network	

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Spare copper pair charge	If a spare copper pair (inactive in place copper pair) is used at a FTTN or FTTB premises as part of the transition to the nbn network	\$270 (excl. GST) per copper pair								
3.3 Fault reporting charges										
Calling nbn helpdesk	(a) We may charge you the following additional charges:									
	Per call	\$50 (excl. GST)								
Incorrect callout	Per callout	\$95.45 (excl. GST)								
3.4 nbn Access Build Cancellation Charge										
nbn cancellation charge	(a) If the nbn Access Build is cancelled, except in the circumstances set out in clause 3.4(b) you must pay us an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to: <ul style="list-style-type: none">(i) the nbn Access Build Cancellation Charge if the cancellation occurs before nbn co delivers the nbn Access Build to Telstra; and(ii) the full amount of the FBC if the nbn Access Build is cancelled at any time after the nbn build phase commences.									
	(b) We will not charge the nbn Access Build Cancellation Charge or the FBC if the nbn Access Build is cancelled in the following circumstances: <ul style="list-style-type: none">(i) you cancel for our material breach;(ii) either party cancels because you do not accept our proposed FBC Amendment under clause 5.3(c)(ii); or(iii) we cancel under clause 5.8(b).									
	(c) The nbn Access Build Cancellation Charge is calculated as the nbn cancellation charge (see table below) plus any other costs reasonably incurred by us up to the date of cancellation (including any nbn feasibility charges and our project management costs):									
	<table border="1"><thead><tr><th>Applicable phase</th><th>Amount (ex GST)</th></tr></thead><tbody><tr><td>during the nbn planning phase</td><td>\$750</td></tr><tr><td>during the nbn design phase</td><td>\$2,050</td></tr><tr><td>during the nbn build phase or pre-delivery phase</td><td>\$8,000</td></tr></tbody></table>	Applicable phase	Amount (ex GST)	during the nbn planning phase	\$750	during the nbn design phase	\$2,050	during the nbn build phase or pre-delivery phase	\$8,000	
	Applicable phase	Amount (ex GST)								
during the nbn planning phase	\$750									
during the nbn design phase	\$2,050									
during the nbn build phase or pre-delivery phase	\$8,000									
(d) The applicable phase is as determined by nbn co at the time Telstra cancels the relevant order with nbn co.										
(e) You agree that the nbn Access Build Cancellation Charge is a genuine pre-estimate of our costs.										

4 CONDITIONS AND RESPONSIBILITIES

4.1 Connecting the nbn Access service		
Availability and service qualification	(a) The availability of the nbn TC4 and nbn TC2 services and their access bandwidth options depends on a number of factors including: <ul style="list-style-type: none">(i) whether the nbn network has been rolled out and is ready for service for the Premises;(ii) the technology type that nbn co limited makes available at the Premises; and(iii) the maximum line speed achievable at the Premises.	
	(b) At the time of your application, we will perform a service qualification for the Premises to assess availability and feasibility of the nbn Access services and access bandwidth options for the Premises. If we indicate a maximum line speed for the Premises during service qualification, that speed is an indicative estimate only and you must not rely on it as an accurate measure of the line speed that might be actually experienced at the Premises.	
	(c) The nbn Enterprise Ethernet service is currently only available if we offer to supply this service to you.	

nbn Access Section was last changed on 09 November 2023

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Remediation for nbn TC2	<p>(d) If:</p> <ul style="list-style-type: none"> (i) you apply for a FTTN or FTTB nbn TC2 service; (ii) the service qualification indicates a low maximum line speed at the Premises; (iii) we notify you that nbn co will attempt to improve the maximum line speed (Remediation); and (iv) you choose to proceed with your order, <p>then during Remediation,</p> <p>(e) subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will provide your nbn TC2 service on a 'best efforts' basis only and your experienced speed may be significantly less than the access bandwidth for your plan; and</p> <p>(f) you will need to continue paying the standard access charges.</p>
Potential Outages	<p>(g) You may experience outages or loss of service when moving from your existing service to a nbn Access service. We will use our reasonable endeavours to advise you if that is likely and how long the interruptions or outages might be.</p> <p>(h) If anyone else owns or uses or is the account holder for fixed line services delivered via an existing HFC cable service at the Premises or premises neighbouring the Premises, you will need to seek approval from them for the installation of an HFC nbn Access service prior to the installation, including consent that their access to the existing service may be momentarily lost during the installation.</p> <p>(i) You must pay all reasonable costs and expenses we incur and reimburse us for any loss or damage we incur arising naturally (that is, according to the usual course of things) from your failure to comply with clause 4.1(h), except to the extent that the failure was caused or contributed to by us. We must also take reasonable steps to mitigate the costs, expenses, loss or damage incurred by us under this clause.</p> <p>(j) Your FTTC nbn Access service or your nbn Enterprise Ethernet service may be temporarily interrupted where nbn co performs any installation, activation or relocation work or incidental activities (including for other premises or services) which affect any nbn infrastructure or equipment that supplies your nbn Access service.</p>
4.2 Cabling and Equipment	
Cabling	<p>(a) Connection charges for your Telstra network service include installing and testing cabling to the Network Boundary Point but excludes any fibre build costs if an nbn Access Build or any other network extension works are required to connect to your Premises.</p> <p>(b) To apply for and continue to use your nbn Access service, you must at all times and at your cost provide and maintain cabling to connect the nbn Access service from the Network Boundary Point to your equipment.</p> <p>(c) If you request and we agree, we can provide and install cabling beyond the Network Boundary Point to your site for additional charges. You are responsible for ongoing maintenance of any cabling beyond the Network Boundary Point even if we had provided or installed it.</p> <p>(d) We will connect your own existing cabling to the nbn Access service if:</p> <ul style="list-style-type: none"> (i) it has been installed by a registered cabling service provider; and (ii) it has been installed to and continues to meet minimum technical requirements determined by ACMA from time to time. <p>(e) For HFC nbn Access services, if you do not have pre-existing HFC lead-in cable which is serviceable, nbn co limited will install new HFC lead-in cable either aerially or through new or existing lead-in conduit. Where a new HFC lead-in cable is required, you are responsible for providing suitable trenching and conduit or the erection of poles (including clearing, digging and reinstatement of land) between the property entry point and the building entry point.</p>
Our Equipment	<p>(f) Title in any equipment that we install at your site as part of the nbn Access service (such as a Telstra NTU where provided) (our equipment) does not pass to you unless you have purchased and paid in full for the equipment.</p> <p>(g) You must ensure that we or our contractors can access our equipment installed at the Premises at any time we reasonably ask to.</p> <p>(h) You must at all times, take proper care of our equipment and ensure:</p> <ul style="list-style-type: none"> (i) it's not damaged, destroyed, lost or stolen, or modified (except by us); and (ii) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.

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	<ul style="list-style-type: none"> (i) You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we are required to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done, except to the extent that our requirement to repair, modify or alter the equipment was caused or contributed to by us. (j) Where we include a Telstra NTU to connect your nbn Access service: <ul style="list-style-type: none"> (i) You will need to provide a secure and dry environment for the Telstra NTU within 1 metre of 240V mains power and with any other technical requirements as notified by us. The standard location for the Telstra NTU is at or near the Network Boundary Point. You can ask us to install the Telstra NTU at an alternative location (for example, in your own communications room on your own floor) and if we agree to your request, you will need to pay us additional cabling costs, which we can confirm on request. If your Telstra NTU is not located at the Network Boundary Point, you are responsible for maintenance of any cabling between the Network Boundary Point and the Telstra NTU. (ii) For private network solutions (IPVPNs) such as Business IP Adapt services, we will need a management link to your private network and may need an IP subnet within your user network to monitor operation of the Telstra NTU.
nbn network terminating devices	<ul style="list-style-type: none"> (k) Where a nbn NTD or nbn NCD is used to connect an nbn TC4 or nbn TC2 service, the terms relating to the nbn NTD and nbn NCD in the Services on the nbn section of Our Customer Terms apply. (l) The same B-NTD for nbn Enterprise Ethernet services can be used by nbn co to connect multiple services to you and to other users.
Your equipment	<ul style="list-style-type: none"> (m) To apply for and continue to use an nbn Access service, you must ensure at all times and at your cost that any equipment (other than our equipment) used with the nbn Access service meets our technical and other requirements that we specify from time to time for compatibility to the nbn Access service, including: <ul style="list-style-type: none"> (i) all relevant ACMA technical requirements for connection to a public switched data service; and (ii) any applicable nbn co limited requirements as updated from time to time by nbn co, which are available at http://www.nbnco.com.au/. (n) If you connect any equipment directly to a FTTB or FTTN nbn Access service (i.e. not through a Telstra NTU) and such terminating equipment is not managed by us, it will not be registered with nbn co and that may limit our ability to monitor or repair faults on your nbn Access service. (o) We can at any time request that you demonstrate your compliance with clause (m). If your equipment is found to be non-compliant, we may, in addition to our other rights, reduce the speed of the service, suspend or cancel your service. Where we cancel your service as a result of your equipment being non-compliant, we may charge you the applicable early termination charge. (p) You must give us accurate equipment configurations so we can set up your nbn Access service with compatible configurations. If you don't do this, you must pay all expenses we incur in connection with identifying any fault and reconfiguring your nbn Access service. We can confirm these expenses on request. (q) You must pay us any reasonable costs and expenses we incur in replacing or repairing any plant, equipment or other property that is damaged or destroyed at any time as a result of: <ul style="list-style-type: none"> (i) equipment that you or your end users provide; or (ii) any change to or interference by such equipment with any property, <p>except to the extent the damage or destruction of such plant, equipment or other property was caused or contributed to by us.</p> (r) The nbn Access service, and any equipment that we or nbn co limited install, do not support extensions to buildings which are outside the Premises in which we or nbn co limited installed the equipment.
4.3 Direct claims against nbn co	
	<ul style="list-style-type: none"> (a) Subject to clause 4.3(b), to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law and the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however

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	<p>arising) against nbn co, its Related Bodies Corporate or any of their respective Personnel in connection with:</p> <ul style="list-style-type: none">(i) the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any nbn Access services;(ii) the design and installation of any infrastructure required for the nbn network to be made available to nbn co's customers at the Premises. <p>(b) Clause 4.3(a) does not apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:</p> <ul style="list-style-type: none">(i) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or(ii) the death or personal injury of any person to the extent caused or contributed to by negligent or wilful acts or omissions of nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or(iii) the death or personal injury of any person to the extent caused or contributed to by any equipment or network owned, operated or controlled by nbn co. <p>(c) We may assign the benefit of this clause 4.3 to nbn co or its nominee without consent or, to the extent that consent is required, you hereby give that consent.</p> <p>(d) This clause 4.3 survives expiry or termination of our agreement with you.</p>
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5 nbn Access Build

5.1	Application of these build terms
	<ul style="list-style-type: none">(a) These nbn Access Build terms apply if an nbn Access Build is required to connect your nbn Access service to your Premises.(b) We may require you to sign a separate enterprise works agreement relating to the nbn Access Build. If so, that separate enterprise works agreement prevails over this clause 4.3 to the extent of any inconsistency.
5.2	nbn Access Build contribution
	<ul style="list-style-type: none">(a) You must pay the fibre build contribution amount for the nbn Access Build (FBC) (if any) set out in the application form for enterprise works agreement with us.(b) Further additional charges may apply if additional works are required to connect your nbn Access service which are beyond the scope of the nbn Access Build and our standard delivery. We will confirm those charges to you when they arise.
5.3	FBC Amendment
	<ul style="list-style-type: none">(a) You acknowledge that nbn co may amend or introduce the contribution charge which nbn co will charge Telstra for the nbn Access Build at any time up to the start of the nbn build phase. If this occurs, we will notify you of the new or amended FBC which we will charge you (FBC Amendment).(b) If you accept the FBC Amendment, this is effective to vary your FBC.(c) If you do not accept the FBC Amendment by the deadline(s) stated on the FBC Amendment notice:<ul style="list-style-type: none">(i) the estimated delivery timing of the nbn Access Build may be delayed as we may need to place a new order with nbn co; and(ii) either party may cancel the nbn Access Build.
5.4	Access to premises
	<ul style="list-style-type: none">(a) We or nbn co may require access to a premises for any of these purposes (Permitted Activities):<ul style="list-style-type: none">(i) perform the nbn Access Build;(ii) undertake a site feasibility assessment regarding the availability of an nbn Access Build;(iii) Inspection, Maintenance or Installation (as those terms are defined in the Act) and the inspection, installation, operation, maintenance, repair, upgrade, swap out, replacement or removal (as those terms are ordinarily used) of the nbn Access Build Facilities; or

- (iv) exercise any rights or perform any obligations of us or nbn co under our agreement with you.
- (b) You must give us and nbn co safe and timely access (including immediate access in the case of an Emergency) to any premises owned, controlled or occupied by you to carry out the Permitted Activities for so long as:
 - (i) you own, control or occupy the relevant premises; and
 - (ii) you have a contract with us for the supply of a product or service which relies on an nbn product as an input.
- (c) You must provide to us and nbn co all requested information reasonably necessary and all reasonable assistance to enable us and nbn co to facilitate access to your Premises and related sites in relation to the Permitted Activities. This includes contact person, site owner, occupier or manager details and any induction, health, safety or security clearance requirements. You consent to us providing this information to nbn co for the purposes of undertaking the Permitted Activities.
- (d) You must obtain, at your cost, all consents and approvals required for us and nbn co to access the Premises for the purposes of the Permitted Activities. This includes any environmental regulatory requirements, Native Title and Aboriginal Heritage claims or requirements.
- (e) To the fullest extent possible, we and nbn co will carry out the Permitted Activities in reliance on our and nbn co's powers and immunities contained in Schedule 3 of the Act. Nothing in our agreement with you affects, restricts, limits or derogates from our rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (f) Where we or our Personnel are required by the Act to give you and/or a third party a notice in relation to the exercise of our power to inspect land, to install a low impact facility, or to maintain a facility (as defined in the Act), including the nbn Access Build and the Permitted Activities:
 - (i) you waive your right to be given such notice and object to an activity which would have been the subject of a notice if not for the operation of this clause; and
 - (ii) you agree to obtain from any such third party a waiver of their right to be given such notice and to object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (g) If you delay or fail to provide or procure the access, consents, approvals and waivers in accordance with this section, then until such time as these are provided:
 - (i) we are relieved of any obligations to you to carry out the Permitted Activities or provide your service, unless at our discretion we elect to carry out and/or satisfy such obligations; and
 - (ii) we may suspend the operation of any nbn Access Build Facility.

5.5 Health and safety

- (a) In the Build Area, our or our Personnel's health and safety policies, procedures and directions (as updated from time to time) will apply exclusively and your and your Personnel's health and safety policies, procedures and directions will not apply.
- (b) When outside the Build Area, we will comply with, and take reasonable steps to ensure our Personnel comply with reasonable health and safety policies, procedures or directions which you notify to us provided that:
 - (i) you give us as much notice as feasible in the circumstances; and
 - (ii) they do not conflict with our or our Personnel's policies, procedures or directions or impede our or our Personnel's ability to comply with Health and Safety Laws or perform our obligations under our agreement with you.
- (c) You agree to:
 - (i) provide us and our Personnel with all information within your exclusive knowledge that may give rise to health and safety risks in the Build Area or whilst undertaking the Permitted Activities;
 - (ii) provide us and our Personnel with reasonable information on request to enable compliance with Health and Safety Laws;
 - (iii) notify us of Health and Safety Incidents you become aware of that occur in the Build Area or relate to the Permitted Activities; and
 - (iv) ensure that your Personnel comply with any directions provided by us and our Personnel with respect to access to the Build Area or compliance with Health and Safety Laws.

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5.6 Preparing your site	
	<p>(a) You are responsible for preparing your site for the nbn Access Build in accordance with the requirements we notify to you. This includes the following requirements, which we may update from time to time:</p>
Rack Mount	<p>(i) A 19" or 21" rack with reliable DC or AC power within one (1) metre of the proposed B-NTD/Power Supply Unit (PSU) location</p> <p>(ii) At least three (3) Rack Units of Space (3RU) of space within the rack</p> <p>(iii) An earth point for the B-NTD within the rack where the B-NTD is installed, in accordance with AS/NZS 3000 as amended from time to time</p>
Wall Mount	<p>(iv) Sufficient space for the wall mount solution and clearances</p> <p>(v) Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU</p> <p>(vi) An earth point for the B-NTD within 10m of a wall mount location, in accordance with AS/NZS 3000 as amended from time to time</p>
5.7 Ownership of infrastructure	
	<p>(a) You do not obtain any right, title or interest (whether legal, equitable or statutory) in any part of the nbn Access Build Facilities.</p> <p>(b) You must not do any of the following acts, and must take reasonable precautions to ensure that a third party does not do any of the following acts:</p> <p>(i) interfere with the Permitted Activities;</p> <p>(ii) alter, damage (excluding fair wear and tear), interfere with, repair or attempt to repair the nbn Access Build Facilities in any way; or</p> <p>(iii) store or use inflammable or other dangerous substances in or near the nbn Access Build Facilities.</p> <p>(c) You must pay us any reasonable costs we incur that arise naturally (that is, according to the usual course of things) from your breach of clause 5.7(b), except to the extent that we caused or contributed to your breach of clause 5.7(b). We must also take reasonable steps to mitigate our costs incurred under this clause.</p>

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5.8 Cancellation of nbn Access Build

- (a) We may cancel the nbn Access Build and charge the nbn Cancellation Charge if:
 - (i) you cancel your order for the nbn Enterprise Ethernet service requiring the nbn Access Build;
 - (ii) we or nbn co have been unable to secure access to the Premises in good faith to undertake the nbn Access Build after 3 attempts; or
 - (iii) there has been at least 20 Business Days of delay to the nbn Access Build which are fully or partly caused or contributed to by a Customer Event, including your failure or delay to obtain all necessary consents and Approvals for us and nbn co to undertake the nbn Access Build.
- (b) We may also cancel the nbn Access Build if an agreement or order between nbn co and us that is required for us to provide the nbn Access Build, is terminated or cancelled for any reason.

6 SERVICE MANAGEMENT

6.1 Service Outages

- (a) Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not promise successful data transmission at all times when using the nbn Access Service. Temporary interruptions and packet loss may occur from time to time, including due to scheduled and unscheduled outages in the nbn network or power outages. We will endeavour to advise you of scheduled outages in the nbn network.

6.2 Fault repair

Standard Restoration

- (a) Your monthly access charge includes maintenance up to the Network Boundary Point and, where applicable, on the Telstra NTU. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.
- (b) The standard target response and repair times only apply to service faults within our maintenance responsibilities. Details of the applicable response and restoration targets are set out in the [Standard Restoration and SLA Premium](#) section of Our Customer Terms.

SLA Premium

- (c) You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in the [Standard Restoration and SLA Premium](#) section of Our Customer Terms.

6.3 Fault reporting

- (a) You can report the details of a suspected fault to our Corporate Service Centre on telephone number 132 255 (or such other numbers as we tell you). We calculate our response time from when a valid service fault report is received by us.
- (b) You should not report suspected faults directly to nbn co. If you do, nbn co may charge us for the service call which we may bill to you.
- (c) If nbn co attends your site to repair a fault you have reported but determines that there is no fault with your nbn Access service (i.e. the fault is in your equipment), nbn may charge us an incorrect call out charge which we may bill to you.
- (d) Details of the applicable charges are set out in clause 3.3.

6.4 Third party faults

- (a) Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we're not responsible for failing to meet our obligations in relation to nbn Access for incidents or faults caused or contributed to by the following (**Third Party Faults**):
 - (i) except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,
 - (A) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or

Service Terms

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	<p>other environmental conditions in respect of any equipment used to support nbn Access);</p> <p>(B) the cutting of cable or fibre which affects your nbn Access service;</p> <p>(C) equipment we didn't supply as part of nbn Access; or</p> <p>(D) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or</p> <p>(ii) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).</p> <p>(b) If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.</p>
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6.5 Service appointment times

- (a) We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.
- (b) Unless otherwise stated, we do work as part of nbn Access (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

7 DICTIONARY

7.1 Dictionary

Access Service means a compatible telecommunications service that is used to connect your premises to our point of presence.

ACMA means the Australian Communications & Media Authority

B-NTD means a network termination device supplied by nbn co limited for the supply of an Access Service on the nbn Enterprise Ethernet network.

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

Business Hours are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).

Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with nbn Access.

FBC has the meaning set out in clause 5.2(a).

FBC Amendment has the meaning set out in clause 5.3(a).

Fixed Wireless means nbn fixed wireless network that is owned or controlled by, or operated by or on behalf of, nbn co.

FTTB means the nbn Fibre to the Building network that is owned or controlled by, or operated by or on behalf of, nbn co.

FTTN mean means the nbn Fibre to the Node network that is owned or controlled by, or operated by or on behalf of, nbn co.

FTTP means the nbn fibre to the premises network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, nbn co (to avoid doubt, excludes FTTB and FTTN).

HFC means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, nbn co.

MDF means the main distribution frame located in the multi-dwelling unit in which the Premises is located.

nbn Access Build Cancellation Charge has the meaning set out in clause 3.4(c).

nbn co means nbn co limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

nbn Fibre Build Facility means any infrastructure, cable or associated equipment build, installed or used by nbn co as part of an nbn Fibre Build.

nbn network means the FTTP, Fixed Wireless, FTTB, FTTN, and HFC nbn networks and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of services which rely on the nbn network or for which the nbn network is a component part.

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nbn Access Section

nbn NCD means a network connection device supplied by nbn co limited for the supply of the NBN Services on the FTTC network.

nbn NTD means a network termination device supplied by nbn co limited to connect nbn Access Services on FTTP, Fixed Wireless or HFC access technologies. This device can also referred to as the nbn Connection Box.

Network Boundary Point means the point at which the nbn Access Service is provided, being:

- (a) in relation to FTTP, **HFC** and Fixed Wireless - your side of the user network interface on the nbn NTD;
- (b) in relation to FTTB - your side of the user network interface on the MDF;
- (c) in relation to FTTN – the first socket on the line after building entry; and
- (d) in relation to FTTC:
 - (i) if your Premises has an MDF, your side of the user network interface on the MDF; or
 - (ii) the first phone point on the line after building entry or your side of the user network interface on the NCD.

Permitted Activities has the meaning set out in clause 5.4(a).

Personnel means:

- (a) in relation to a party, that party's officers, employees and agents and that party's subcontractors and consultants and their officers, employees and agents; and.
- (b) if the party is Telstra, includes nbn co (to the extent applicable).

Premises means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied.

Remediation has the meaning set out in clause 4.1(d)(iii).

Repair Profile means a status in which nbn co may place your service in order to preserve the integrity of the nbn network and your service may not perform as expected until nbn co have undertaken rectification activities.

Response means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault.

Restore means the period commencing when a valid service fault report is received by us and we have entered all the required information from you in our systems and a fault number is generated and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used.

We exclude any hours during that period, which are outside the coverage period.

Site means the premises to which a site service is provided.

Telstra NTU means a Telstra-owned network termination unit which connects to the nbn network and provides an ethernet interface at the user end.

Traffic Class refers to nbn product options offered by nbn (for example: Traffic Class 4 and Traffic Class 2).

Urban area means an area with a population of at least 10,000.

VDSL2 means very-high-bit-rate digital subscriber line version 2 and is the technology used by nbn co in areas where they have deployed FTTB and FTTN.