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Certain words are used with the specific meanings set out on page 11 and in [the General Terms of Our Customer Terms](#) (“**General Terms**”).

1 About this section

Our Customer Terms

- 1.1 This is the Telstra OpticWave section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

Inconsistencies

- 1.2 This section applies to the extent of any inconsistency with the General Terms.
- 1.3 If a provision of this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

2 Telstra OpticWave

What is Telstra OpticWave and its minimum term?

- 2.1 Telstra OpticWave is a high bandwidth, point to point service (including associated equipment), providing data connectivity between sites in available locations in Australia.
- 2.2 Telstra OpticWave is suitable where you need high bandwidth connections between major sites, such as data centres, branch sites and corporate headquarters.
- 2.3 You must take each Telstra OpticWave service for a minimum term of 12 months or such other period set out in your separate agreement with us.

No assignment or resupply

- 2.4 Telstra OpticWave isn’t available to Telstra wholesale customers or for resale. You must not assign or resupply Telstra OpticWave to a third party.

We have to approve your requests

- 2.5 In this section, where you can apply, request, ask, choose, are eligible (or any other similar wording) for a service, feature, functionality, or any other item (“**Request**”), we can accept or reject that Request at our choice. For example, we may reject your Request if Telstra OpticWave isn’t available in your area, or your equipment isn’t compatible.

When we perform work

- 2.6 Unless otherwise stated, we perform work as part of Telstra OpticWave (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We confirm these charges on request.

3 Details of your Telstra OpticWave service

Feasibility study and time to install Telstra OpticWave

- 3.1 We must complete a feasibility study to check that you qualify for Telstra OpticWave.
- 3.2 If you pass the feasibility study, we aim to meet the following provisioning time targets for installing Telstra OpticWave. We measure this from the time you give us all the information we need until the time we complete your provisioning:

Category of order	Standard provisioning time target
1. Basic: Orders that don't need any external work before installation and that are in metropolitan areas. Basic orders could include minor internal work at your site or our exchange, which can be done at the same time as the site visit.	9 Business Days
2. Minimal: Orders that need minimal work prior to installation, such as external transmission plant installation work (including installing up to 500m of cable), and substantial internal plant work. Minimal orders could include switching equipment or a new or sub-rack, work on internal cabling, or substantial fee for service work.	19 Business Days
3. Medium: Orders that need medium work before installation, including having to seek third party consent before work can begin.	24 Business Days
4. Extensive: Orders that need major construction activity. Extensive orders could include where long access fibre haul is required or if you ask for more than 10 Telstra OpticWave services at one location in any month.	Assessed case by case

What happens if your site isn't ready for install?

- 3.3 If a site isn't ready for installation of Telstra OpticWave within 40 Business Days of us completing your feasibility study and we didn't cause this delay, you must start paying us the charges for Telstra OpticWave (including installation, relocation and rental charges).

You can choose interface and bandwidth

- 3.4 You can choose interface and bandwidth options for your Telstra OpticWave service from a list we make available from time to time. You must ensure that the sites connected by Telstra OpticWave have the same chosen bandwidth.

Relocating Telstra OpticWave

- 3.5 We can relocate the end point of a Telstra OpticWave service by telling you at least 6 months in advance. This could be due to closure of an exchange where the end point is or due to some other reason. If this happens, we'll reasonably help you with the relocation.
- 3.6 We may give you less than 6 months notice of the relocation if a third party has the right to require us to relocate, or the reason for the relocation is beyond our reasonable control.
- 3.7 You can ask us to relocate the end point of a Telstra OpticWave service to another site, or to a different location in its current site. If we agree, additional charges apply (including costs in connection with that relocation). We confirm these charges on request.
- 3.8 We'll consult with you about the timeframe and process for each relocation.

We don't supply to demand aggregators

- 3.9 Telstra OpticWave isn't available if you use or plan to use it as a demand aggregator.
- 3.10 A demand aggregator is someone who obtains Telstra OpticWave to use in conjunction with other equipment, to aggregate demand from multiple sub-addresses at a single residential location (for example, a gated community or block of apartments).
- 3.11 You represent that at all times, you won't use Telstra OpticWave as a demand aggregator.
- 3.12 You must immediately tell us if you use or intend to use Telstra OpticWave as a demand aggregator. If this happens, or we find out that you're using Telstra OpticWave as a demand aggregator, we can immediately cancel your Telstra OpticWave service.

4 Telstra OpticWave equipment

What equipment do we provide?

- 4.1 We install equipment at your site as part of Telstra OpticWave. Title in the equipment remains with us at all times.
- 4.2 In relation to our equipment, you must at all times, take proper care of it and:
- (a) ensure it's not damaged, destroyed, lost or stolen, or modified (except by us); and
 - (b) ensure its operating environment is as follows – operating voltage between -40.5V to -57V D.C; humidity between 10-90%; temperature between 5 to 55 degrees Celsius; and such other requirements we specify from time to time.
- 4.3 You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment where we need 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 we caused or contributed to the issue or problem.
- 4.4 If a Telstra OpticWave service expires or is terminated, we collect our equipment and aim to do so within 60 days after such expiry or termination. On our request, you must ensure that we have prompt access to any site for this collection.
- 4.5 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.

What about your equipment and cabling?

- 4.6 To apply for and continue to use Telstra OpticWave, you must at all times:
- (a) ensure that your equipment is compatible with Telstra OpticWave and meets our technical and other requirements that we specify from time to time; and
 - (b) provide and maintain all cabling, optical patch cords or other connectivity we require from time to time. This includes providing cabling to connect Telstra OpticWave from our Network Boundary to your equipment and to connect our equipment to your equipment. You can ask us to do this for you at additional cost.

- 4.7 We connect your existing cabling at your site to Telstra OpticWave if it's been installed:
- (a) by a registered cabling service provider; and
 - (b) to and continues to meet minimum technical requirements that the Australian Communications & Media Authority (“ACMA”) determines from time to time.
- 4.8 You must ensure that your equipment and the equipment supplier complies with the ACMA's data terminal equipment permit requirements from time to time.
- 4.9 You must give us accurate equipment configurations so we can set up Telstra OpticWave with compatible configurations. If you don't do this, you must pay us all reasonable expenses we incur in connection with identifying any fault or reconfiguring your Telstra OpticWave service, except to the extent your failure to give us accurate equipment configurations was caused or contributed to by us. We confirm these expenses on request.

Your liability to us

- 4.10 You must pay all reasonable costs and expenses we incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time as a result of:
- (a) connecting equipment to our network (except where it's our equipment); or
 - (b) any change to your equipment or interference by it with any of our property,
- except to the extent the damage or destruction is caused or contributed to by us.

Where's the NTU located?

- 4.11 The standard location for the NTU at your site is the building communications room or the Main Distribution Frame room (“MDF Room”), if it exists. We deliver Telstra OpticWave to this location.
- 4.12 You can ask to have a NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to this, additional charges apply, which we confirm on request.
- 4.13 If a NTU suitable to provide Telstra OpticWave already exists in the communications room or MDF Room at your site and you ask us to terminate Telstra OpticWave on a NTU located in another place at your site, additional charges apply, which we confirm on request. If you ask us to do this, you must do so at the time you order Telstra OpticWave.
- 4.14 You can ask us to supply and provide the following at your cost:
- (a) diverse access links;
 - (b) cable upgrades from the property entry point to the building entry point via trenching supplied by you or us (the building entry point is the point where a cable crosses or goes through the perimeter of your building);
 - (c) alternate or diverse cable entry point to building;

- (d) additional service commissioning tests; or
- (e) any other work specifically requested on your site.

5 What you must do

5.1 You must at all times:

- (a) ensure our personnel are in a safe working environment when on your premises;
- (b) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
- (c) at your cost, give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing Telstra OpticWave or working at your site;
- (d) obtain (at your cost) all third party consents needed for us to use the facilities, sites and any materials requested by us to perform Telstra OpticWave;
- (e) provide us with a secure and lockable storage area for our equipment during installation and commissioning of Telstra OpticWave; and
- (f) give us floor plans showing power distribution and agreed equipment placement.

5.2 You're responsible for the operation and maintenance of the patch cables, attenuators or other devices connecting your equipment to our equipment.

5.3 You must ensure that we or our representatives are the only ones that carry out connections and disconnections to Telstra OpticWave and our equipment (at your cost).

5.4 If you fail to meet any of your obligations under this section 5 and as a result of such failure we are unable to deliver, or delayed in delivering, Telstra OpticWave:

- (a) we get an extension of time, which reasonably reflects the effects of your failure; and
- (b) you must promptly pay us any reasonable costs we incur and that arise naturally (that is, according to the usual course of things) from the failure, including reasonable costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates), except to the extent that your failure to meet your obligations under this section was caused or contributed to by us. We will take reasonable steps to mitigate the costs incurred by us in connection with such failure.

6 What are the charges for Telstra OpticWave?

6.1 The charges for Telstra OpticWave are in your separate agreement with us or are quoted on request. These include installation charges, monthly rental charges and other charges.

6.2 Monthly rental charges are payable in advance. All other charges are payable in arrears.

Charges depend on your location

- 6.3 Your Telstra OpticWave charges depend on the zone or area advised to you when you apply for the service, and from time to time.

Network extension charge

- 6.4 If the point where the cable or optic fibre enters your property is over 500 metres from the nearest part of our existing network that is used to connect Telstra OpticWave, additional charges apply, which we confirm on request.

Service extension charge

- 6.5 A charge applies (confirmed on request) for installing alternative cabling if you occupy premises for which our Network Boundary is a main distribution frame (“MDF”) and:
- (a) there’s no suitable cabling system capacity at the premises to extend cabling from the MDF to the location you request; or
 - (b) you don’t want Telstra OpticWave to be connected through the MDF.

Cabling charge

- 6.6 We charge you for providing and installing cabling to your site beyond the standard service delivery point. We confirm these charges on request.

Charges for change of service

- 6.7 You can ask to change your Telstra OpticWave service (for example, bandwidth changes). If we agree, we’ll confirm the applicable charges for that change and any other changes to your service charges.

Indoor removal and miscellaneous works

- 6.8 Additional charges apply (confirmed on request) for any indoor removal of your Telstra OpticWave service.

ACT Government Utilities Tax Charge

- 6.9 For ACT customers: If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any other fees or charges set out in this section or in your separate agreement with us. See the General Terms of Our Customer Terms for Small Business or Corporate customers at http://www.telstra.com.au/customerterms/bus_government.htm (and any other contractual arrangements you may have with us), whichever is applicable.

7 Cancellation and termination

If you cancel Telstra OpticWave

- 7.1 If you order a new Telstra OpticWave service and cancel it within 15 Business Days, you must pay all reasonable costs we incur but those costs are capped up to the full amount of the relevant installation charge that is set out in your separate agreement with us.
- 7.2 If you cancel it after that 15 Business Day period, you must pay us the full installation charge that is set out in your separate agreement with us.
- 7.3 You must also pay us the early termination fee below.

If we cancel Telstra OpticWave

- 7.4 We may immediately terminate your Telstra OpticWave service by telling you if:
- (a) we can't enter a site to inspect, repair or maintain our equipment after giving you reasonable prior written notice of that inspection, repair or maintenance;
 - (b) you don't promptly rectify any defect or inadequacy in any equipment (which we don't maintain), needed for Telstra OpticWave, within a reasonable period of us telling you about it; or
 - (c) you vacate a site.

Early termination fee

- 7.5 An early termination fee applies if:
- (a) you terminate a Telstra OpticWave service before the end of the applicable minimum term, except where the termination is due to our material breach; or
 - (b) we cancel a Telstra OpticWave service due to your material breach before the end of the applicable minimum term.
- 7.6 The cancellation charge is 25% of $A \times B$ where:

A is the average charges paid or payable each month by you for Telstra OpticWave or any other service or feature under this section, up to the date of cancellation.

B is the number of months (or part of a month) from the date of cancellation until the end of the applicable minimum term.

You acknowledge that this is a genuine pre-estimate of our loss.

8 What are the service availability targets?

- 8.1 You can choose “unprotected” or “protected” levels with Telstra OpticWave.
- 8.2 Unprotected means there's a single path delivery. This means there's a single:

- (a) physical interface at the service delivery point;
- (b) building entry point; and
- (c) optical fibre pair between your site and our exchange.

8.3 Protected provides a second, back up path. This means there's:

- (a) a single physical interface at the service delivery point;
- (b) a physically diverse building entry point;
- (c) transmission equipment duplicated end-to-end; and
- (d) a physically diverse optical fibre pair between your site and our exchange

8.4 We aim to meet the following service availability targets for Telstra OpticWave:

Zone	unprotected		protected	
	Metro (<50km)	Non-Metro	Metro (<50km)	Non-Metro
Availability	99.9064% (target)	99.7% (target)	99.9992% (target)	99.9976% (target)

9 Service assurance

Fault reporting and repair

9.1 As part of Telstra OpticWave, we provide a 24 hour, 7 day a week:

- (a) fault reporting service for telling us about faults with Telstra OpticWave; and
- (b) maintenance and repair service for faults with Telstra OpticWave.

9.2 Your monthly rental charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any telecommunications cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment owned or used by you isn't included.

Target response and repair times

9.3 Our target response and repair times only apply to faults within our maintenance responsibilities.

9.4 For faults with Telstra OpticWave, we aim to respond to you within one hour of you telling us about it. You'll receive a response from us once we start identifying the fault.

9.5 We aim to repair the fault within 12 hours of you telling us about it.

- 9.6 For your target response and repair times, we add 1 Business Day for rural sites and 2 Business days for remote sites. We confirm on request if your site is rural or remote.

Temporary and emergency repairs

- 9.7 Sometimes, we do temporary repairs so you can use Telstra OpticWave before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.
- 9.8 We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing Telstra OpticWave.

Proactive management

- 9.9 Proactive management is an optional add-on to your existing Telstra OpticWave service. It aims to:
- (a) monitor your Telstra OpticWave service on a 24x7 basis;
 - (b) tell you about faults we detect, via the contact details we agreed with you; and
 - (c) investigate and repair the detected fault.
- 9.10 We aim to tell you of detected faults with your Telstra OpticWave service, within 15 minutes of us detecting them. This notification time is a target only and will vary based on your individual circumstances, the number of faults we detect and our resource availability.
- 9.11 You must at all times ensure that your contact details agreed with us are accurate and up to date. If you don't do this, we're not responsible if you're not notified of detected faults.
- 9.12 You may at any time, cancel proactive management on an existing Telstra OpticWave service by completing and sending to us, any document that we require. If this happens:
- (a) the cancellation occurs on the date we process your document ("**Cancel Date**");
 - (b) you must pay us the proactive management fees up until the end of the current calendar month; and
 - (c) we'll subsequently refund to you those fees for the period between the Cancel Date and the end of that calendar month.

Faults caused by interference or you

- 9.13 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 Telstra OpticWave for incidents or faults in Telstra OpticWave caused or contributed to by the following (and additional charges apply (confirmed on request) if we investigate or repair them) (**Third Party Faults**):
- (a) except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,

- (i) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of the equipment used to support Telstra OpticWave);
 - (ii) the cutting of cable or fibre which affects your Telstra OpticWave service;
 - (iii) equipment we didn't supply as part of your Telstra OpticWave; or
 - (iv) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
- (b) 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).

Service appointment times

- 9.14 We'll arrange service appointment times for restoring and repairing faults with you and you mustn't unreasonably refuse our appointment time requests.

Planned outages

- 9.15 Where reasonably practical, we'll give you advance notice of planned outages, where we think the outage will cause significant interruption to your Telstra OpticWave service.
- 9.16 However, if we reasonably think that an urgent outage is needed (including to fix critical problems), we try to notify you of the outage as soon as reasonably practicable.

10 Special meanings

- 10.1 The following words have the following special meanings:

Business Day means Monday to Friday (excluding local public holidays).

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

Network Boundary means the boundary determined under section 22 of the Telecommunications Act 1997.

NTU means Network Termination Unit and is a Telstra network device.