

Application for Reticulation - Terms and Conditions

1. What these Terms and Conditions cover

- 1.1. These Terms and Conditions apply to the developer's (the party identified in [Step 4] of the AFR form) (**Developer**) use of the Application for Reticulation (**AFR**) form for the specified development (**Development**) and Telstra's processing of the AFR.
- 1.2. These Terms and Conditions, and any design work Telstra undertakes with the information provided by the Developer through the AFR form, do not impose any obligation on Telstra to provision infrastructure in the Development, which will require Telstra and the Developer to enter into a separate agreement (which will include the charges payable by the Developer for Telstra to provision infrastructure).

2. Authority to agree to Terms and Conditions

- 2.1. You warrant that you have authority to enter into these Terms and Conditions on behalf of the Developer.
- 2.2. Telstra may require you to provide written evidence that you are authorised to act on the Developer's behalf.

3. Developer's responsibilities

- 3.1. The Developer warrants that all information provided by you using the AFR form is true, accurate, and up to date and that you have authority to disclose such information on behalf of the Developer.
- 3.2. The Developer warrants that it has provided to Telstra details of any rights that the Developer has granted to a person other than Telstra regarding access to, or installation of equipment within any duct system where the Developer is responsible for providing or procuring the duct system in the Development.
- 3.3. If any information provided by the Developer to Telstra is updated or is no longer accurate, the Developer will provide Telstra with such updated or corrected information as soon as practicable.
- 3.4. The Developer will promptly provide additional information which Telstra reasonably requires to process the AFR.
- 3.5. The Developer will promptly provide Telstra will physical access to the Development and any building or infrastructure within the Development which Telstra reasonably requires access to in order to process the AFR.
- 3.6. The Developer will maintain the confidentiality of any information disclosed to it by Telstra in connection with Telstra processing the AFR.

4. Use of information by Telstra

- 4.1. The Developer consents to Telstra:
 - (a) using the Developer's information for the purposes of Telstra evaluating whether it is prepared to provision infrastructure in the Development and in the designing and costing of that infrastructure;
 - (b) disclosing the Developer's information to Telstra's contractors and agents to carry out or otherwise give effect to the purpose in clause 4.1(a);
 - (c) disclosing the Developer's information to NBN Co and NBN Co using the information for the purpose of confirming whether it will be or is responsible for provisioning infrastructure in the Development or designing National Broadband Network (**NBN**) infrastructure within the Development (including where Telstra infrastructure is to be incorporated into the NBN);
 - (d) disclosing the Developer's information to a third party responsible for determining whether Telstra or NBN Co has responsibility as the infrastructure provider of last resort in the Development; and
 - (e) collecting, using and disclosing any personal information collected by it through the AFR form in accordance with the *Privacy Act 1988* (Cth) and Telstra's Privacy Policy (available at http://www.telstra.com.au/privacy/privacy_statement.html).

5. Intellectual Property

- 5.1. The Developer grants to Telstra a free, perpetual, irrevocable licence to use, modify and adapt all drawings, descriptions and other material provided by Developer (**Developer Material**) to Telstra through the AFR form.
- 5.2. The Developer indemnifies Telstra in respect of all loss, damage or expense suffered by Telstra arising from or in connection with a claim by a third party alleging that the exercise by Telstra of any rights assigned, transferred, or granted by the Developer in connection with this Agreement infringes any third party intellectual property.
- 5.3. Telstra retains ownership of all network plans, technical specifications and other materials which Telstra develops in connection with the provisioning of infrastructure in the development.

6. No restriction on Commonwealth legislation

- 6.1. Nothing in this agreement affects, restricts, or limits the rights, powers and immunity of Telstra under and by virtue of the *Telecommunications Act 1997* (Cth) (**Telecommunications Act**) or any other applicable legislation and/or regulations of the Commonwealth, or any State or Territory.

- 6.2. The Developer waives its right to be given a notice under paragraphs 17(1) and 19(1) of Schedule 3 of the Telecommunications Act in relation to the exercise by Telstra of its power to inspect land, to install a low impact facility, or to maintain a facility.
- 6.3. The Developer acknowledges that by waiving its rights in clause 6.2 it is also waiving any right (including under clause 4.30 of the Telecommunications Code of Practice 1997), to object to the activities that are the subject of the notice.

7. Disclaimer

- 7.1. Telstra is not liable (including in negligence) for any loss, damage, or expense that the Developer may suffer in connection with the processing of the AFR by Telstra or any failure by Telstra to take any action in connection with information provided by the Developer through the AFR form or process.