

## Standard Restoration, SLA Premium, and Telstra Provisioning Commitment section

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## Standard Restoration, SLA Premium, and Telstra Provisioning Commitment section

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

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### 1 About this Part

- 1.1 This is the Standard Restoration, SLA Premium, and Telstra Provisioning Commitment section of Our Customer Terms. Provisions in other parts of Our Customer Terms, as well as in [General Terms of Our Customer Terms](#), may apply.

See clause 1 of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms should be read together.

#### Inconsistencies

- 1.2 If the [General Terms of Our Customer Terms](#) are inconsistent with something in this Standard Restoration, SLA Premium and Telstra Provisioning Commitment section, then this Standard Restoration, SLA Premium and Telstra Provisioning Commitment section applies instead of the General Terms of Our Customer Terms to the extent of the inconsistency.
- 1.3 If this Standard Restoration, SLA Premium and Telstra Provisioning Commitment section is inconsistent with something in the individual product sections of Our Customer Terms, then the Service Level section applies instead of the individual product section of Our Customer Terms to the extent of the inconsistency.

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### 2 Standard Restoration and SLA Premium

#### Description of Standard Restoration service levels and SLA Premium service levels

- 2.1 On and from 29 May 2012, any application for a SLA Premium service level is subject to feasibility and our approval. We will notify you if your application is successful.
- 2.2 The Standard Restoration service levels and SLA Premium service levels are indicative timeframes for the restoration of your service following a fault in your product or service. We aim to meet the restoration times but we do not guarantee that we will meet them.
- 2.3 Our restoration times commence once we have entered all the required information from you in our systems and a fault number is generated. You can ask us to tell you when that is.
- 2.4 Unless otherwise agreed with you, where a service has one end in a different area (eg. urban area, rural area or remote area) to the other end, the service will be classed according to the area which provides the longer restoration time.

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- 2.5 We will tell you at the time that you apply for the Standard Restoration service level or the SLA Premium service level whether your site or sites where the service level applies is located in an urban area, a rural area or a remote area.

### Response times, report and restoration targets

- 2.6 Our **response time** is the period commencing when a valid service fault report is received by us and ending on the first to occur of:

- (a) when we tell you that the fault has been identified by remote diagnostics and that work has commenced to identify the fault;
- (b) when we tell you that a site visit is required; or
- (c) when one of our representatives attends the site.

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

- 2.7 Our **restoration time** is 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.

### Service level exclusions - restoration

- 2.8 Our restoration service levels do not apply where the restoration time is affected by:

- (a) a fault with your product or service that is caused by you;
- (b) the cutting of cable or fibre which is needed to provide your product or service;
- (c) interference or damage to our equipment or network by you or by a third party;
- (d) a fault beyond our network boundary point or with your equipment (unless we have specifically agreed in writing to support these things). Without limiting the foregoing, FTTN and FTTB (VDSL) devices not registered with **nbn**<sup>TM</sup> will not be supported on, or eligible for, SLA Premium;
- (e) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or
- (f) any other cause beyond our reasonable control (including, but not limited to, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, determination of the Australian

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Competition and Consumer Commission, determination of any court of law or any such similar event).

- 2.9 For the access services and solutions set out in restoration service level table below we offer you the option to select a Standard Restoration service level or for an additional charge, to apply for an SLA Premium service level. The Standard Restoration service levels and the SLA Premium service levels are explained in the table below:

Restoration service level	Description	Charges
<b>Standard restoration service level</b>	<p>For some products and services, if we fail to restore your product or service by the standard restoration time, you may be eligible for the rebate described below. Your ability to claim a rebate will depend on whether you meet the rebate eligibility criteria (as explained below).</p> <p>Our standard restoration times and the eligible products and services for these restoration times are listed in the next section.</p>	No charge
<b>SLA Premium service levels</b>	<p>For some products or services, for an additional charge, you can apply for SLA Premium service levels.</p> <p>If we fail to restore your product or service by that time, you may be eligible for the rebate described below. Your ability to claim a rebate will depend on whether you meet the rebate eligibility criteria (as explained below).</p> <p>Our SLA Premium service levels and the eligible products and services for these service levels are listed in the next section.</p>	As set out below

### Minimum commitment

- 2.10 The minimum term for your SLA Premium service level is 12 months. If you cancel a SLA Premium service level before the end of the minimum term, you may be required to pay an early termination charge which is equal to 35% of your remaining monthly charges.
- 2.11 You can ask us to upgrade your SLA Premium service level to a faster restoration time. We will not charge you an early termination fee if we agree to upgrade your SLA Premium service level during your minimum term. However, the minimum term for your SLA Premium service level will re-start from the date that you upgrade it.

### SLA Premium charges (excluding Telstra products on nbn™)

- 2.12 We charge you the following monthly fee for your SLA Premium service level for Telstra products (excluding Telstra services on nbn™), as described below.

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SLA Premium charges (excluding Connect IP)	Monthly Charge	
	GST excl.	GST incl.
Express 2 plus	\$100.00	\$110.00
Express 2	\$58.73	\$64.60
Express 4 plus	\$75.00	\$82.50
Express 4	\$40.00	\$44.00
Express 6 plus	\$65.00	\$71.50
Express 6	\$32.50	\$35.75
Express 8 plus	\$55.00	\$60.50
Express 8	\$25.00	\$27.50
Business plus	\$40.00	\$44.00
Extended Business Hours	\$13.64	\$15.00

SLA Premium Charges for TWS	Monthly Charge for TWS	
	GST excl.	GST incl.
Express 6 plus	\$500.00	\$550.00

SLA Premium charges for Connect IP	Monthly Charge for Connect IP (DSL)		Monthly Charge for Connect IP (Ethernet Lite)		Monthly Charge for Connect IP (FR) & (Ethernet)	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
Express 4 plus	-	-	\$95.00	\$104.50	\$95.00	\$104.50
Express 4	-	-	\$60.00	\$66.00	\$60.00	\$66.00
Express 6 plus	-	-	\$85.00	\$93.50	\$85.00	\$93.50
Express 6	-	-	\$52.50	\$57.75	\$52.50	\$57.75
Express 8 plus	\$75.00	\$82.50	\$75.00	\$82.50	\$75.00	\$82.50
Express 8	\$45.00	\$49.50	\$45.00	\$49.50	\$45.00	\$49.50
Business plus	\$60.00	\$66.00	\$60.00	\$66.00	-	-

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### SLA Premium charges (Telstra products on nbn™)

2.13 We charge you the following monthly fee for your SLA Premium service level for Telstra products on nbn™, as described below.

SLA Premium Options (Telstra Products On nbn™ - Excluding Connect IP)	Monthly Charge for Business IP Broadband (nbn™)		Monthly Charge for Business IP Ethernet over nbn™		Monthly Charge for National Ethernet over nbn™	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
<b>Express 4 plus</b>	\$110.00	\$121.00	\$110.00	\$121.00	-	-
<b>Express 4</b>	\$60.00	\$66.00	\$60.00	\$66.00	-	-
<b>Express 6 plus</b>	\$100.00	\$110.00	\$100.00	\$110.00	-	-
<b>Express 6</b>	\$50.00	\$55.00	\$50.00	\$55.00	-	-
<b>Express 8 plus</b>	\$80.00	\$88.00	\$80.00	\$88.00	\$80.00	\$88.00
<b>Express 8</b>	\$40.00	\$44.00	\$40.00	\$44.00	\$40.00	\$44.00
<b>Business plus</b>	\$60.00	\$66.00	\$60.00	\$66.00	-	-
<b>Extended Business Hours</b>	\$23.00	\$25.30	-	-	-	-

SLA Premium Options (Telstra Connect IP Products On nbn™)	Monthly Charge for Connect IP Broadband (nbn™)		Monthly Charge for Connect IP Ethernet over nbn™	
	GST excl.	GST incl.	GST excl.	GST incl.
<b>Express 4 plus</b>	\$130.00	\$143.00	\$130.00	\$143.00
<b>Express 4</b>	\$80.00	\$88.00	\$80.00	\$88.00
<b>Express 6 plus</b>	\$120.00	\$132.00	\$120.00	\$132.00
<b>Express 6</b>	\$70.00	\$77.00	\$70.00	\$77.00
<b>Express 8 plus</b>	\$100.00	\$110.00	\$100.00	\$110.00
<b>Express 8</b>	\$60.00	\$66.00	\$60.00	\$66.00
<b>Business plus</b>	\$80.00	\$88.00	\$80.00	\$88.00
<b>Extended Business Hours</b>	\$43.00	\$47.30	-	-

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### Restoration rebate eligibility criteria

2.14 For all products and services, except for Managed Data Networks and Business Broadband, if we fail to restore your product or service by the applicable restoration time (depending on the service level that you select), you will be eligible for a rebate provided that you meet the following eligibility criteria:

- (a) you give us accurate and timely information that we need to restore your product or service;
- (b) you give us sufficient and timely access to your premises and equipment so that we can attempt to restore your product or service; and
- (c) you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.

2.15 For Managed Data Networks you are only eligible for a rebate, if we fail to restore your product or service by the applicable restoration time (depending on the service level that you select),

- (a) on either the monthly access rental charge for access faults with the selected access service or the monthly service charge/monthly service tier charge (as applicable) if we fail to meet a Priority Level 1 or 2 fault as described in the Managed Data Networks section of Our Customer Terms; and
- (b) provided that you meet the following eligibility criteria:
  - (i) you give us accurate and timely information that we need to restore your product or service;
  - (ii) you give us sufficient and timely access to your premises and equipment so that we can attempt to restore your product or service; and
  - (iii) you have not been provided with a reasonably sufficient work-around solution which enables you to continue to use your product or service within the relevant restoration period.

2.16 No Standard Restoration rebates apply for Business Broadband.

### Restoration rebates

2.17 In order to receive a rebate for a restoration service level, you must apply to us for that rebate within two months of our failure to meet the applicable service level.

2.18 To apply for a rebate, you must complete a rebate application form (we can provide this to you on request) and return the form to your relevant Telstra representative.

2.19 We will let you know whether we agree that you are eligible for a rebate.

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2.20 If you are eligible for a rebate, it will be calculated as follows:

Restoration service level	Rebate for affected product(s) or service(s)
<b>Standard restoration service level</b>	<ul style="list-style-type: none"> <li>For Megalink, Ethernet Line (ELine) and Large Megabit Bearer services, 5% of your monthly access fee per complete hour beyond the restoration time and capped at 100% of your monthly access fee per month</li> <li>For MDN service, 20% of your access service fee or monthly service tier charge/monthly service charge (as applicable) per complete hour beyond the restoration time and capped at 100% of your monthly access or monthly management fee per month (whichever is applicable).</li> <li>For all other services (excluding Business Broadband and TWS if you purchased TWS after 30 May 2014), 20% of your monthly access fee per complete hour beyond the restoration time and capped at 100% of your monthly access fee per month</li> </ul>
<b>SLA Premium service level</b>	<ul style="list-style-type: none"> <li>For Megalink and Ethernet Line (ELine) services, 5% of your monthly access fee per complete hour beyond the restoration time, capped at 100% of your monthly access fee per month PLUS 50% of the annual charge you pay for your SLA Premium service level, capped at 100% of your annual charge for your SLA Premium service level for all faults</li> <li>For MDN service, 20% of your access service fee or monthly management fee per complete hour beyond the restoration time and capped at 100% of your monthly access service or monthly service tier charge/monthly service charge (as applicable) fee per month (whichever is applicable) PLUS 50% of the annual charge you pay for your SLA Premium service level, capped at 100% of your annual calendar year charge for your SLA Premium service level.</li> <li>For all other services whether on Telstra's network or the <b>nbn</b><sup>TM</sup> (excluding TWS if you purchased TWS after 30 May 2014), 20% of your monthly access fee per complete hour beyond the restoration time, capped at 100% of your monthly access fee per month PLUS 50% of the annual charge you pay for your SLA Premium service level, capped at 100% of your annual charge for your SLA Premium service level for all faults</li> <li>For Frame Relay, Ethernet Line (ELine) and ATM services, an additional rebate also applies to the affected PVCs. The additional rebate is 5% of the monthly PVC access charges per complete hour beyond the SLA Premium service level, capped at 100% of your PVC monthly access charge</li> </ul>

2.21 Once we have accepted your application for a rebate, we will apply a credit to one of your next two bills.

2.22 The monthly fee applicable in calculating the cap for a month is the monthly fee for the month in which we failed to meet the service level.



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- 2.23 The applicable rebate above is your sole remedy for us failing to meet the applicable service level.

### **Faults caused by you**

- 2.24 If you ask us to restore your product or service and you have caused the fault (or the fault is caused by someone using your product or service) we may charge you our reasonable costs incurred in identifying, examining and rectifying those faults.

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## **3 Restoration service level table**

- 3.1 If you acquire an eligible product together with an eligible access service as listed in the tables below then you may apply for an end-to-end SLA Premium service level for both the eligible product and the underlying access service which form the solution.
- 3.2 If you have selected Managed Data Networks as your eligible product, you will not be eligible for a selected SLA Premium service level unless your selected Managed Data Networks equipment maintenance restoration service level as described in the Managed Data Networks section of Our Customer Terms has an equal to or better restoration time as access service level you have selected under the SLA Premium.
- 3.3 If you have a Fully Redundant service, if redundancy only is lost, the standard restoration target to restore redundancy is Business Plus.
- 3.4 If you acquired your SLA Premium service on and from 30 May 2014, the table below sets out the Standard Restoration and SLA Premium service levels for Telstra products excluding Telstra products on **nbn**<sup>TM</sup>:



## 4 SLA Premium For Telstra Products on the nbn™

4.1 The table below sets out the Standard Restoration and SLA Premium service levels for Telstra products on nbn™:

		End Of Next Business Day	Extended Business Hours	Business Plus	Express 8	Express 8 Plus	Express 6	Express 6 Plus	Express 4	Express 4 Plus
Coverage Period		8am-5pm Mon-Fri	7am-9pm Mon-Sun	24x7	7am-9pm Mon-Sun	24x7	7am-9pm Mon-Sun	24x7	7am-9pm Mon-Sun	24x7
Response Time within		8 hours	120 mins	60 mins	45 mins		30 mins		30 mins	
Urban, Rural Or Remote Offsite restoration time		EONBD Restoration Time	12 hours		8 hours		6 hours		4 hours	
Urban Onsite restoration time		EONBD Restoration Time	12 hours		8 hours		6 hours		6 hours	
Rural Onsite restoration time		Urban onsite restoration time <i>plus</i> one business day								
Remote Onsite restoration time		Urban onsite restoration time <i>plus</i> two business days								
Solution										
Eligible Product		Access Service								
Business IP	Advantage	Ethernet Over nbn™		STD	SLA Premium Service Levels					
		Connect IP MDN			SLA Premium Service Levels					
National Ethernet	Assure	Broadband nbn™	STD	SLA Premium Service Levels						
		Ethernet Over nbn™ (Single Access)		STD	SLA Premium Service Levels					
TID <sup>a)</sup>		Ethernet Over nbn™		STD						

**Notes**

a) TID - SLA Premium Service Levels are not available on TID Ethernet over nbn™.

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## 5 Special meanings

5.1 The following words have the following special meaning:

**business day** means a day other than a Saturday, Sunday or a public holiday.

**coverage period** means the coverage period for the service. The coverage period depends upon the service assurance level and method of access that applies to that service.

**end of next business day** means restoration time of any one of:

- for non **nbn**<sup>TM</sup> products - once the fault is registered in our systems then restoration will be completed prior to 5pm on the next business day; OR
- for **nbn**<sup>TM</sup> products - where the fault is reported to us before 1pm on a business day, then restoration will be completed prior to 5pm on the next business day. Where the fault is reported to us between 1pm and midnight on a business day, one (1) business day must be added to the restoration targets.

**network boundary point** or **NBP** has the same meaning as in:

- (a) Part A – General Terms of the Basic Telephone Section of our Customer Terms for Telstra services (excluding Telstra services on **nbn**<sup>TM</sup>); and
- (b) the Services on the **nbn**<sup>TM</sup> section of Our Customer Terms for Telstra services on **nbn**<sup>TM</sup>.

**offsite** means:

- (a) for Telstra services (excluding Telstra services on **nbn**<sup>TM</sup>) that we can correct the fault without the requirement for a physical site visit; and
- (b) for Telstra services on **nbn**<sup>TM</sup> that we can correct the fault without:
  - (i) the requirement for a physical site visit; or
  - (ii) referring the fault to **nbn**<sup>TM</sup> for resolution.

**onsite** means:

- (a) for Telstra services (excluding Telstra services on **nbn**<sup>TM</sup>) that a physical site visit will be required in order to address the fault; and
- (b) for Telstra services on **nbn**<sup>TM</sup> that to address the fault:
  - (i) a physical site visit by Telstra is required; or
  - (ii) a referral to **nbn**<sup>TM</sup> is required.

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**public holiday** means the applicable public holidays in Australia in locations where the work will be performed.

a **remote area** is a township or community with a population of less than 200 people.

a **rural area** is a township or community with a population of 200 people or more but less than 10,000 people.

an **urban area** is a township or community with a population of 10,000 people or more.

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## **6 Non-current plans**

6.1 If you acquired your SLA Premium service before 30 May 2014, the table below sets out the Standard Restoration and SLA Premium service levels for Telstra services excluding Telstra services on the **nbn<sup>TM</sup>**.

6.2 For the purposes of this clause 6, a **status report** is:

- (a) advice that the relevant service difficulty has been identified as our responsibility by remote diagnostics and action is commenced to resolve it;
- (b) advice that a site visit is required; or
- (c) advice regarding the progress on correcting the relevant service difficulty and the likely time at which the difficulty will be resolved.

		End of next Business Day	Extended Business Hours	Business Plus	Express 8	Express 8 Plus	Express 6	Express 6 Plus	Express 4	Express 4 Plus	Express 2	Express 2 Plus	
	Coverage period	8am -5pm Mon-Fri	7am - 9pm Mon-Sat	24x 7	7am - 9pm Mon-Sun	24x 7	7am - 9pm Mon-Sun	24x 7	7am - 9pm Mon-Sun	24x 7	7am - 9pm Mon-Sun	24x 7	
	Response time within	8 hours	120 mins	60 mins	60 mins	30 mins	15 mins	15 mins					
	Status report within	n/a	120 mins	120 mins	120 mins	90 mins	60 mins	60 mins					
	Urban, Rural or Remote Offsite restoration time	EOBD Restoration Time	12 hours		8 hours	6 hours	4 hours	2 hours					
	Urban Onsite restoration time	EOBD Restoration Time	12 hours		8 hours	6 hours	4 hours	4 hours					
	Rural Onsite restoration time				Urban onsite restoration time <i>plus</i> one business day								
	Remote Onsite restoration time				Urban onsite restoration time <i>plus</i> two business days								
Solution													
Eligible Product	Access service					STD							
IP WAN IP MAN Ethernet MAN Business IP Connect IP Business Broadband Telstra Internet Direct Managed Data Networks (MDN) SIP Connect	DDS Flexnet 128k/2M DDS Austplex 2M Telstra Wavelength Services ATM					STD							
	E-Line Frame Relay DDS Fastway nx64K Ethernet over ATM IP MAN Fully Redundant Ethernet MAN Fully Redundant ISDN 10/20/30			STD							SLA Premium Service Level	SLA Premium Service Level	
	Priority One3 and Priority 1300 Freecall One8 and Freecall1800 1800 Advanced Advance Infocall 1900 CustomNet (Ph & Analogue) Megalink			STD	SLA Premium Service Level	SLA Premium Service Level	SLA Premium Service Level	SLA Premium Service Level	SLA Premium Service Level	SLA Premium Service Level	SLA Premium Service Level		
	IP MAN Single Uplink/Dual Access Ethernet MAN Single Uplink/Dual Uplink			STD									
	ISDN 2 Ethernet Lite (formerly BDSL) Argent Dedicated Siteline CTI IVR ADSL (CIP only) PSTN Direct Mains			STD	SLA Premium Service Level								
	BTS		STD	SLA Premium Service Level									
	ADSL (BIP, Telstra Business Broadband)				Service Level								

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## 7 Telstra Provisioning Commitment

### Definitions

7.1 The following definitions apply in this clause 7 only.

**Business Day** means any day other than a Saturday, Sunday or recognised public holiday in the jurisdiction in which the products services are being provided.

**Customer Caused Delay** refers to occasions when our ability to connect a service has been impacted by delays related to you including but not limited to:

- (a) you not providing a firm date for connection of an activation request with us;
- (b) you not being available on the Recorded Telstra Commitment Date;
- (c) problems with obtaining power supply,
- (d) building permits, consents, licences, approval, or
- (e) access to the your premises is denied.

**Enhanced TPC** is a shorter timeframe than the Standard TPC and is a TPC from us to provide the selected service or product to you by the Recorded Telstra Commitment Date.

**Enhanced TPC Fee** is calculated at 60% of the installation fee or where there is no installation fee it is calculated at 60% of the first monthly access fee for the selected service or product.

**Force Majeure Event** means any occurrence or omission as a result of which we are prevented from or delayed in performing any of our obligations under this document and that is beyond the reasonable control of us, including forces of nature, industrial action and action or inaction by a government agency.

**Major Rural Area** means an area with a population of 2,500 or more, but less than 10,000.

**Minor Rural Area** means an area with a population of 200 or more, but less than 2,500 but not within our Extended Charging Zones.

**Recorded Telstra Commitment Date** means the agreed date that we are to provide the selected product or service to you.

**Regulatory Event** means:

- (a) a determination by the Australian Competition and Consumer Commission; or
- (b) a determination by any court of law; or
- (c) an anticipation by us, that, in our reasonable opinion on reasonable grounds acting in good faith, the Telstra Provisioning Commitment or any part of it or any action taken or required to be taken in

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accordance with the Telstra Provisioning Commitment contravenes or may contravene any applicable law, including without limitation the Competition and Consumer Act 2010 (Cth).

**Standard TPC** is the standard provisioning commitment from us to provide the selected service or product to you by the Recorded Telstra Commitment Date.

**Telstra Provisioning Commitments** or **TPC** is a provisioning commitment from us to provide the selected service or product to you by the Recorded Telstra Commitment Date.

**TPC Rebate** has the meaning given to it in clause 7.25.

**Urban Area** means an area with a population of 10,000 or more.

**General description of Telstra's Standard Provisioning Commitment**

- 7.2 Where any provision of this clause 7 specifies the circumstances in which we may suspend, limit or cancel the provision of a particular service, that provision applies in addition to, and not instead of, the provisions set out in Telstra's General Terms and Conditions.
- 7.3 The Telstra Provisioning Commitment is a provisioning commitment from us with standard and enhanced provisioning times for the selected group of services and products as specified in clauses 7.14 to 7.23. Subject to clause 7.35, if we fail to provide the selected service or product on the Recorded Telstra Commitment Date, then you are eligible to claim a TPC Rebate from us. If we determine that the TPC Rebate is payable, we will pay to you a TPC Rebate as calculated in accordance with clause 7.32.
- 7.4 To be eligible for a Telstra Provisioning Commitment, you must be the legal lessee of a Telstra service.
- 7.5 The Telstra Provisioning Commitments are only available in relation to the services and products ordered by you in Urban Areas, Minor Rural Areas and Major Rural Areas as set out in clauses 7.14 to 7.23.
- 7.6 We will charge an Enhanced TPC Fee for an Enhanced TPC. The Enhanced TPC Fee is in addition to the standard first monthly access fee or installation fee as the case may be.
- 7.7 You must formally apply for an Enhanced TPC offering at the point of sale.
- 7.8 You must provide us with access to your premises or other necessary assistance in a timeframe which will enable us to meet the Telstra Provisioning Commitment. If you are unable to do so, then the time within which we must provide the Telstra Provisioning Commitment will be extended by the amount of time that elapses before you are able to provide the necessary assistance or access.
- 7.9 If you is not satisfied that we provided the service or product within the Recorded Telstra Commitment Date or such other time as agreed with you, you may be eligible to claim a TPC Rebate from us in accordance with clauses 7.25 to 7.35. The



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types of TPC Rebates available and conditions which apply to them, are set out in clauses 7.25 to 7.35.

7.10 You are only entitled to one TPC Rebate per affected service.

**Recorded Telstra Commitment Date**

7.11 At the time of ordering the service(s) set out in clauses 7.14 to 7.24, we will provide you with a Recorded Telstra Commitment Date.

7.12 Provisioning occurs when the service is in full working order. Provisioning includes providing the service temporarily, which is performed to enable use of the service before permanent working order is affected.

7.13 Subject to clause 7.35, our failure to meet the Recorded Telstra Commitment Date shall apply only to difficulties determined by us to be within our responsibilities.

**Telstra products and Telstra Provisioning Commitment levels**

7.14 ATM provisioning commitment

(i) A description of ATM service is provided in clause 3 of the ATM section of Our Customer Terms.

(ii) The Standard Telstra Provisioning Commitment for ATM service:

(A) in an Urban Area for wideband basic is 9 Business Days; and

(B) in Minor and Major Rural Area for wideband basic is 19 Business Days.

(iii) The Enhanced Telstra Provisioning Commitment for ATM service:

(A) in an Urban Area for wideband basic is 5 to 8 Business Days; and

(B) in Minor and Major Rural Area for wideband basic is 13 to 18 Business Days.

(iv) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

7.15 Frame Relay (Narrow band) provisioning commitment

(a) A description of our Frame Relay (Narrow Band) 64k, 128k up to 2 meg service (“**TFR NB**”) is provided in the Frame Relay Services section of Our Customer Terms.

(b) The Standard Telstra Provisioning Commitment for TFR NB:

(i) in an Urban Area is 9 Business Days; and

(ii) in Minor and Major Rural Area is 19 Business Days.

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- (c) The Enhanced Telstra Provisioning Commitment for TFR NB:
  - (i) in an Urban Area is 5 to 8 Business Days; and
  - (ii) in Minor and Major Rural Area is 13 to 18 Business Days.
- (d) The types of TPC Rebates available and applicable conditions are set out in clauses 7.25 to 7.35.

**7.16 Frame Relay (wide band) provisioning commitment**

- (a) A description of our Frame Relay (Wide Band) 256k service (“**TFR WB**”) is provided in the Frame Relay Services section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for TFR WB basic:
  - (i) in an Urban Area is 9 Business Days; and
  - (ii) in Minor and Major Rural Area is 19 Business Days.
- (c) The Enhanced Telstra Provisioning Commitment for TFR WB basic:
  - (i) in an Urban Area is 5 to 8 Business Days; and
  - (ii) in Minor and Major Rural Area is 13 to 18 Business Days.
- (d) The types of TPC Rebates available and applicable conditions are set out in clauses 7.25 to 7.35.

**7.17 DDS Fastway Subrate (X.50) provisioning commitment**

- (a) A description of our DDS Fastway Subrate (X.50) service is provided in Part D – DDS Fastway of the Digital Services section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for DDS Fastway Subrate (X.50) service:
  - (i) in an Urban Area is 9 Business Days; and
  - (ii) in Minor and Major Rural Area is 19 Business Days.
- (c) The Enhanced Telstra Provisioning Commitment for DDS Fastway Subrate (X.50) service:
  - (i) in an Urban Area is 5 to 8 Business Days; and
  - (ii) in Minor and Major Rural Area is 13 to 18 Business Days.
- (d) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

**7.18 DDS Fastway nx64 kbit/s and DDS Flexnet nx64 kbit/s provisioning commitment**

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- (a) A description of our DDS Fastway nx64 kbit/s and DDS Flexnet nx64 kbit/s service is provided in Part D – DDS Fastway of the Digital Data Services section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for DDS Fastway nx64 kbit/s service:
  - (i) in an Urban Area is 9 Business Days; and
  - (ii) in Minor and Major Rural Area is 19 Business Days.
- (c) The Enhanced Telstra Provisioning Commitment for DDS Fastway nx64 kbit/s service:
  - (i) in an Urban Area is 5 to 8 Business Days; and
  - (ii) in Minor and Major Rural Area is 13 to 18 Business Days.
- (d) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

**7.19 Telstra ISDN 10/20/30 provisioning commitment**

- (a) A description of our ISDN 10/20/30 services are provided in the ISDN section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for Telstra ISDN 10/20/30 service for wideband basic:
  - (i) in an Urban Area is 9 Business Days; and
  - (ii) in Minor and Major Rural Area is 19 Business Days
- (c) The Enhanced Telstra Provisioning Commitment for Telstra ISDN 10/20/30 service for wideband basic:
  - (i) in an Urban Area is 5 to 8 Business Days; and
  - (ii) in Minor and Major Rural Area is 13 to 18 Business Days.
- (d) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

**7.20 IP WAN provisioning commitment**

- (a) A description of IP WAN (“**IP WAN**”) is provided in the Telstra IP Solutions section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for IP WAN:
  - (i) in an Urban Area:
    - (A) for a new connection or special service on behalf of the Customer is 20 Business Days;

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(B) for an upgrade which provides connection for a Customer usually to increase speed of service is 20 Business Days;

(C) for an external removal of a service to a new address is 30 Business Days; and

(D) for an indoor removal of a service/equipment within the same building/dwelling is 12 Business Days.

(ii) in Minor and Major Rural Area is not available.

(c) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

**7.21 Argent dedicated provisioning commitment**

(a) A description of our Argent Dedicated service is provided in Part B - Argent Dedicated of the Argent section of Our Customer Terms.

(b) The Standard Telstra Provisioning Commitment for Argent Dedicated service:

(i) in an Urban Area:

(A) for a new connection or special service on behalf of the Customer is 10 Business Days;

(B) for an external removal of a service/equipment within the same building/dwelling is 3 Business Days;

(ii) in Minor and Major Rural Area is not available.

(c) The types of TPC Rebates available and conditions which apply to them are set out in clauses 7.25 to 7.35.

**7.22 Argent CONNECT provisioning commitment**

(a) A description of our Argent Connect service is provided in Part B - Argent Dedicated of the Argent section of Our Customer Terms.

(b) The Standard Telstra Provisioning Commitment for Argent Connect service:

(i) in an Urban Area:

(A) for a new connection or special service on behalf of the Customer is 6 Business Days;

(B) for a temporary connection on behalf of a Customer is 3 Business Days;

(C) for an external removal of a service/equipment within the same building/dwelling is 3 Business Days;

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- (ii) in Minor and Major Rural Area is not available.
- (c) The TPC Rebate available and conditions which apply to them, are set out in clauses 7.25 to 7.35.

**7.23 Argent dial up provisioning commitment**

- (a) A description of our Argent Dial Up service is provided in Part C - Argent Dial Up of the Argent section of Our Customer Terms.
- (b) The Standard Telstra Provisioning Commitment for Argent Dial Up service:
  - (i) in an Urban Area:
    - (A) for a new connection or special service on behalf of the Customer is 10 Business Days;
    - (B) for an external removal of a service/equipment within the same building/dwelling is 5 Business Days;
  - (ii) in Minor and Major Rural Area is not available.
- (c) The TPC Rebates available and conditions which apply to them, are set out in clauses 7.25 to 7.35.

**Summary of Telstra Provisioning Commitment**

**7.24 Summary of Telstra Provisioning Commitment**

Product	Standard Telstra Provisioning Commitment										Enhanced Telstra Provisioning Commitment									
	Urban Areas					Minor and Major Rural Areas					Urban Areas					Minor and Major Rural Areas				
	Number of Business Days																			
	N E W	N E T	U R G	I D R	E R T	N E W	N E T	U R G	I D R	E R T	N E W	N E T	U R G	I D R	E R T	N E W	N E T	U R G	I D R	E R T
ATM up to 2 meg	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
Frame Relay (narrow band) 64k, 128k Up to 2 meg	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
Frame Relay (wide band) > 256k	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
DDS Fastway (narrow band) 64k, 128k	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
DDS Fastway (wide band) > 256k	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
ISDN 10,20,30	9	9	9	9	9	19	19	19	19	19	5-8	5-8	5-8	5-8	5-8	13-18	13-18	13-18	13-18	13-18
IP WAN	20	N/A	20	12	30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Argent Dedicated 1	10	N/A	N/A	N/A	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Argent Connect	10	3	N/A	N/A	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Argent Dial Up	10	N/A	N/A	N/A	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NEW means a new connection/special service on behalf of you

NET means a temporary connection on behalf of you

UGP means an upgrade provides connection for you (usually to increase speed of service)

ERT means an external removal of a service to a new address

IDR means an indoor removal of a service/equipment within the same building/dwelling.

**TPC Rebate**

- 7.25 If we fail to provide the selected service or product to you on the Recorded Telstra Commitment Date, you will be eligible to claim the Telstra Provisioning Commitment rebates for the affected service or product (“**TPC Rebate**”).
- 7.26 Only the services and products listed in clauses 7.14 to 7.24 are eligible for a TPC Rebate.
- 7.27 TPC Rebates are only payable against each single service or product that we fail to provide on the Recorded Telstra Commitment Date. In cases where:
  - (a) multiple services or products are requested from us on the same service order, the TPC Rebate is only applicable for service/s where we have not met the Recorded Telstra Commitment Date to a maximum of 5 services per service order.
  - (b) we have failed to provide the service or product by the Recorded Telstra Commitment Date for the Standard TPC and Enhanced TPC, where you have formally applied for an Enhanced TPC at the point of sale, you are eligible to claim an Enhanced TPC Rebate and a Standard TPC Rebate for the same service or product.

**How to claim for a TPC Rebate**

- 7.28 In order to be eligible to make a claim to us for a TPC Rebate, you must:
  - (a) formally apply for a TPC Rebate to us using a Rebate Application Form; and
  - (b) apply for a TPC Rebate within 30 Calendar Days of the date of invoice for the affected service.
- 7.29 We will use our reasonable endeavours to resolve a TPC Rebate claim within 30 Business Days from the date of receipt of a Rebate Application Form from you.

**How to calculate a TPC Rebate**

- 7.30 The amount of the TPC Rebate payable is calculated using a sliding scale according to the length of the delay past the Recorded Telstra Commitment Date and the

**Standard Restoration, SLA Premium and Telstra Provisioning Commitment section**

amount of the first monthly access fee or installation charge in the case of Argent Dial up, for each affected service or product as set out in clause 7.27(a).

- 7.31 The amount of the Enhanced TPC Rebate payable is calculated at 100% of the Enhanced TPC Fee paid by you at the point of sale.
- 7.32 If you apply for a Standard TPC Rebate using the Rebate Application Form and we investigate the claim and accept your Rebate Application Form, we will provide the following TPC Rebates:

<b>Delay</b>	<b>Service Activated 1 – 5 Business Days past the agreed delivery date</b>	<b>Service Activated 6 – 10 Business Days past the agreed delivery date</b>	<b>Service Activated Over 11 Business Days past the agreed delivery date</b>
Percentages (payable) of the first monthly access fee or the installation fee in the case of Argent Dial up.	A 25% STPC Rebate of the first monthly access fee or installation fee in the case of Argent Dial Up	A 50% STPC Rebate of the first monthly access fee or installation fee in the case of Argent Dial Up	A 100% STPC Rebate of the first monthly access fee or installation fee in the case of Argent Dial Up

The maximum amount payable in respect of a TPC Rebate shall not exceed 100% of the first monthly access fee or installation charge in the case of Argent Dial up, for the affected service or product for which a TPC Rebate is being claimed against.

- 7.33 Where TPC Rebate are paid they apply in lieu of any other rebate that would otherwise apply to the affected service or product.
- 7.34 Our liability for failing to meet:
  - (a) the Standard TPC, is the relevant Standard TPC Rebate as set out in clause 7.30 and 7.32; and
  - (b) the Enhanced TPC, is the relevant Enhanced TPC Rebate as set out in clause 7.31

otherwise Telstra’s liability is limited as set out in [the General Terms of Our Customer Terms](#).

**TPC Rebate exclusions**

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7.35 TPC Rebates will not be paid if the reason that we did not meet the Telstra Provisioning Commitments is caused by an act beyond our reasonable control. In particular, we are not obliged to meet the Telstra Provisioning Commitment where:

- (a) negligence or wilful damage is caused by you or a third party;
- (b) a Force Majeure Event occurs;
- (c) a Regulatory Event occurs;
- (d) there is unavailability or delay in the availability of software, equipment or transport;
- (e) government approvals, consents, permits or licences are required;
- (f) the original Recorded Telstra Commitment Date is missed as a result of Customer Caused Delay;

Note: in this circumstance the Recorded Telstra Commitment Date will be changed to reflect the date of the new commitment to you that resulted from the delay in your readiness to have the service provided.

- (g) the service is categorised by us as wideband CAT 2 to 4;
- (h) the service is governed by the CSG Exemptions as set out in the Legislated Customer Service Guarantee for Standard Telephone Services. Refer <http://www.telstra.com.au/csg/teleserv.htm>
- (i) existing Telstra infrastructure was not in place to support the narrowband activation requirements,

and we are not obliged to pay TPC Rebates where:

- (j) the service is installed prior to the Recorded Telstra Commitment Date;
- (k) the Customer has already claimed TPC Rebates on an affected service; and

the Enhanced TPC Rebate will not be paid for the Enhanced TPC if:

- (l) you did not formally apply to us for the Enhanced TPC at the point of sale;
- (m) the activation process has commenced and a Standard TPC has already been agreed;
- (n) the number of in scope services ordered by you exceeds 5 services at a single site within one calendar month; and
- (o) the activation activities ordered by you requires us to attend to more than 5 separate sites.