

## nbn Access Services section

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Certain words are used with the specific meanings set out below under “Special meanings” in clause 10 and in [the General Terms of Our Customer Terms](#).

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## 1 About the nbn Access Service section

### Our Customer Terms

- 1.1 This is the **nbn** Access Services section of Our Customer Terms.
- 1.2 This **nbn** Access Services section applies if you sign up for an **nbn** Access Service on and from 1 March 2018 as a component of the following Telstra data services (**Telstra Enterprise Data Services**):
  - (a) Business IP;
  - (b) Connect IP;
  - (c) Telstra Internet Direct Premium Package; or
  - (d) National Ethernet.
- 1.3 If you signed up for an **nbn** Access Service before 1 March 2018, the **nbn** Access Services (before 1 March 2018) section of Our Customer Terms applies instead of this section.
- 1.4 The [General Terms](#) of Our Customer Terms apply unless you have entered into a separate agreement with us which excludes any of those terms.
- 1.5 The [Services on the nbn section](#) of Our Customer Terms also applies to your **nbn** Access Service.

### Inconsistencies

- 1.6 To the extent of any inconsistency between the General Terms of Our Customer Terms or Services on the **nbn** section of Our Customer Terms and this **nbn** Access Services section, this **nbn** Access Services section prevails.
- 1.7 If a provision of this **nbn** Access Services section allows us to suspend or terminate your service, that is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### References to our network

- 1.8 If any term of Our Customer Terms which is expressly incorporated refers to “our network”, “our public switched telephone network”, “Telstra Network” or anything similar, for the purposes of this Section those terms will be taken to also include a reference to the **nbn** network and a reference to “service” in those terms will be taken to include a reference to **nbn** Access Services.

**nbn** Access Services section was last changed on 07 June 2022.

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### 2 What are the nbn Access Services?

- 2.1 The **nbn** Access Services are connecting carriage services delivered over the **nbn** network. The three types of **nbn** Access Services covered in this section are the Broadband (**nbn**) Access Service, Ethernet over **nbn** Access Service and Direct Fibre over **nbn** Access Service.
- 2.2 The **nbn** Access Services are not available for purchase as standalone services but are only available as a component of another Telstra data service as set out in the applicable section of Our Customer Terms for that service.
- 2.3 You must not assign or resupply the **nbn** Access Services to anyone.

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### 3 What are the characteristics of the nbn Access Services?

- 3.1 The Broadband (**nbn**) Access Service, Ethernet over **nbn** Access Service and Direct Fibre over **nbn** Access Service have the characteristics set out in this table and explained further below:

Broadband ( <b>nbn</b> ) Access Service	Ethernet over <b>nbn</b> Access Service	Direct Fibre over <b>nbn</b> Access Service
Utilises the <b>nbn</b> Ethernet product supplied by means of the <b>nbn</b> FTTP, FTTN, FTTB, HFC, FTTC or Fixed Wireless networks	Utilises the <b>nbn</b> Ethernet product supplied by means of the <b>nbn</b> FTTP, FTTN, FTTB or FTTC networks	Utilises the <b>nbn</b> Enterprise Ethernet product supplied by means of the <b>nbn</b> Enterprise Ethernet network
Traffic Class 4 service of the <b>nbn</b> Ethernet product	Traffic Class 2 service of the <b>nbn</b> Ethernet product	Traffic Class High of the <b>nbn</b> Enterprise Ethernet product
“Best efforts” service	“Committed information rate” service	“Committed information rate” service
Contended service	Uncontended service	Uncontended service
Asymmetrical speeds – higher download than upload speeds	Symmetrical – the same upload and download speeds	Symmetrical – the same upload and download speeds

- 3.2 You should take into consideration whether the applications that you use with your **nbn** Access Service are sensitive to delay, delay variation, packet loss or require high volume continuous file transfers.
- 3.3 The Broadband (**nbn**) Access Service is a “best efforts” service. This means that the access bandwidth experienced will vary at any particular time and may be significantly lower than the access bandwidth for your plan.

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- 3.4 The Broadband (**nbn**) Access Service is a contended service. This means the access bandwidth experienced is affected by the number of other end users connected on the **nbn** network at the same time and the associated line transmission rates of those other end users.
- 3.5 For the Ethernet over **nbn** Access Service, the access bandwidth for your plan is a committed information rate which defines a level of data throughput for which data frames are delivered according to the performance objectives of Traffic Class 2 of the **nbn** Ethernet product as published by nbn co. The data throughput is also affected by the performance objectives of the particular Telstra Enterprise Data Service utilising the Ethernet over **nbn** Access Service.
- 3.6 The Ethernet over **nbn** Access Service is an uncontended service. This 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.
- 3.7 For the Direct Fibre over **nbn** Access Service, the access bandwidth for your plan is a committed information rate which defines a level of data throughput for which data frames are delivered according to the performance objectives of Traffic Class High of the **nbn** Enterprise Ethernet product as published by nbn co. The data throughput is also affected by the performance objectives of the particular Telstra Enterprise Data Service utilising the Enterprise Ethernet **nbn** Access Service.
- 3.8 The Direct Fibre over **nbn** Access Service is an uncontended service. This 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.
- 3.9 The Direct Fibre over **nbn** Access Service is intended for use by end users for medium business, enterprise and government grade purposes within a single Premises only. You must ensure that your Direct Fibre over **nbn** Access Service is not used for the purpose of supplying broadband services to:
- (a) Premises other than to the Premises in respect of which the service has been ordered; or
  - (b) Multiple Premises within Multi-Premises sites, such as different tenants in a multi-tenancy office building.

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**4 Availability**

- 4.1 From 15 April 2022, TID Premium Package with Ethernet over nbn access will no longer be available for purchase by new customers.
- 4.2 From 15 November 2022, some changes will no longer be permitted for TID Premium Package with Ethernet over NBN access services, including:
- (a) recontracting;
  - (b) ordering new services;

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- (c) external relocations; and
  - (a) any changes that require a technician to be dispatched.
- 4.3 From 15 November 2025, all remaining TID Premium Package with Ethernet over nbn access will be disconnected.

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**5 Other factors affecting speed on nbn Access Services****Access bandwidth**

- 5.1 The access bandwidth tiers available for the Broadband (**nbn**) Access Service, the Ethernet over **nbn** Access Service and the Direct Fibre over **nbn** Access Service are as set out in your application form or separate agreement with us.
- 5.2 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:
- (a) that the transmission protocol uses some of the access bandwidth to manage the data transmission;
  - (b) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead; and
  - (c) 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**

- 5.3 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.
- 5.4 For FTTN **nbn** Access Services, the maximum line speed is affected by factors including:
- (a) the length, attenuation and quality of the copper line from the Premises to the node, including corrosion and joint quality;
  - (b) the quality and layout of in-Premises cabling;
  - (c) internal and external electrical interference, including Co-existence;
  - (d) weather conditions, including heavy rain; and
  - (e) whether your service has been placed into Repair Profile or is under Remediation by nbn co.

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- 5.5 For FTTB **nbn** Access Services, the maximum line speed is affected by factors including:
- (a) the length, attenuation and quality of copper line from the Premises to the MDF, including corrosion and joint quality;
  - (b) the quality of the MDF;
  - (c) the quality and layout of in-Premises cabling;
  - (d) internal and external electrical interference, including any Co-existence; and
  - (e) whether your service has been placed into Repair Profile or is under Remediation by nbn co.
- 5.6 **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:
- FTTB - 25M/5M
- FTTN - 12M/1M
- 5.7 For Fixed Wireless **nbn** Access Services, the maximum line speed is affected by factors including:
- (a) the signal reception, including any interference with in building cabling or pre-existing lead-in length;
  - (b) 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;
  - (c) line-of-sight interference;
  - (d) weather conditions, such as extreme heat and heavy rain; and
  - (e) other wireless signals.
- 5.8 For Direct Fibre over **nbn** Access Services, the maximum line speed is affected by factors including:
- (a) the quality of the MDF at the Premises if applicable;
  - (b) the quality and layout of in-Premises cabling;
  - (c) interference caused by the equipment or network of any third party; and

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- (d) 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.

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**6 Connecting the nbn Access Service****Availability and service qualification**

- 6.1 The availability of the Broadband (**nbn**) and Ethernet over NBN Access Services and their access bandwidth options depends on a number of factors including:
  - (a) whether the **nbn** network has been rolled out and is ready for service for the Premises;
  - (b) the technology type that **nbn** co limited makes available at the Premises; and
  - (c) the maximum line speed achievable at the Premises.
- 6.2 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.
- 6.3 The Direct Fibre over **nbn** Access Service is currently only available if we offer to supply this service to you.

**Remediation for Ethernet over nbn Access Service**

- 6.4 If:
  - (a) you apply for a FTTN or FTTB Ethernet over **nbn** Access Service;
  - (b) the service qualification indicates a low maximum line speed at the Premises;
  - (c) we notify you that nbn co will attempt to improve the maximum line speed (**Remediation**); and
  - (d) you choose to proceed with your order,then during Remediation,
  - (e) we will provide your Ethernet over **nbn** Access Service on a ‘best efforts’ basis only and your experienced speed may be significantly less than the access bandwidth for your plan; and
  - (f) you will need to continue paying the standard access charges.



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### nbn co installation charges

- 6.5 Connection charges for your **nbn** Access Service are set out in the terms for your Telstra Enterprise Data Service or in your separate agreement with us.
- 6.6 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. These additional charges currently include the following, which we may update from time to time:

New development charge	If the Premises is in a new development and not already connected to the <b>nbn</b> network  (For Broadband ( <b>nbn</b> ) and Ethernet over <b>nbn</b> Access Services only)	\$272.72 (ex GST)
Spare copper pair charge	If a spare copper pair (inactive in place copper pair) is used at a FTTN or FTTB premise as part of the transition to the <b>nbn</b> network	\$270 per copper pair (ex GST)

### Potential outages

- 6.7 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.
- 6.8 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.
- 6.9 You must pay all costs and expenses we incur and reimburse us for any direct loss or damage we incur arising from your failure to comply with clause 6.8.
- 6.10 Your FTTC **nbn** Access Service or your Direct Fibre over **nbn** Access 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.

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### 7 Equipment and cabling

#### Cabling

- 7.1 Connection charges for your Telstra Enterprise Data Service include installing and testing cabling to the Network Boundary Point but excludes any fibre build costs if an **nbn** Fibre Build or any other network extension works are required to connect to your Premises.
- 7.2 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.
- 7.3 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.
- 7.4 We will connect your own existing cabling to the **nbn** Access Service if:
- (a) it has been installed by a registered cabling service provider; and
  - (b) it has been installed to and continues to meet minimum technical requirements determined by ACMA from time to time.
- 7.5 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.

#### Our equipment

- 7.6 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 the equipment.
- 7.7 You must ensure that we or our contractors can access our equipment installed at the Premises at any time we reasonably ask to.
- 7.8 You must at all times, take proper care of our equipment and ensure:
- (a) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
  - (b) 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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- 7.9 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.
- 7.10 If an **nbn** Access Service 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 any site for this collection. 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.
- 7.11 Where we include a Telstra NTU to connect your **nbn** Access Service:
- (a) 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.
  - (b) For private network solutions (IPVPNs) such as Business IP or Connect IP 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**

- 7.12 Where a **nbn** NTD or **nbn** NCD is used to connect a Broadband (**nbn**) Access Service or Ethernet over **nbn** Access Service, the terms relating to the **nbn** NTD and **nbn** NCD in the Services on the **nbn** section of Our Customer Terms apply.
- 7.13 The same B-NTD for Direct Fibre over **nbn** Access Services can be used by nbn co to connect multiple services to you and to other users.

**Your equipment**

- 7.14 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;
- (a) all relevant ACMA technical requirements for connection to a public switched data service; and
  - (b) any applicable nbn co limited requirements as updated from time to time by nbn co, which are available at <http://www.nbnco.com.au/>.

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- 7.15 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.
- 7.16 We can at any time request that you demonstrate your compliance with clause 7.14. 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.
- 7.17 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.
- 7.18 You must pay us any 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:
- (a) equipment that you or your end users provide; or
  - (b) any change to or interference by such equipment with any property.
- 7.19 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.

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**8 nbn Fibre Build****Application of this clause**

- 8.1 This clause 8 applies if:
- (a) you order an **nbn** Access Service service on or after 4 October 2019; and
  - (b) an **nbn** Fibre Build is required to connect your **nbn** Access Service to your Premises.
- 8.2 We may require you to sign a separate enterprise works agreement relating to the **nbn** Fibre Build. If so, that separate enterprise works agreement prevails over this clause 8 to the extent of any inconsistency.

**nbn Fibre Build Contribution**

- 8.1 You must pay the contribution amount for the nbn Fibre Build (**FBC**) (if any) set out in the application form for your Direct Fibre over **nbn** service or separate agreement with us.

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- 8.2 Further additional charges may apply if additional works are required to connect your service which are beyond the scope of the **nbn** Fibre Build and our standard delivery. We will confirm those charges to you when they arise.

**FBC Amendment**

- 8.3 You acknowledge that nbn co may amend or introduce the contribution charge which nbn co will charge Telstra for the **nbn** Fibre 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**).
- 8.4 If you accept the FBC Amendment, this is effective to vary your FBC under your contract with us.
- 8.5 If you do not accept the FBC Amendment by the deadline(s) stated on the FBC Amendment notice:
- (a) the estimated delivery timing of the **nbn** Fibre Build may be delayed as we may need to place a new order with nbn co; and
  - (b) either party may cancel the **nbn** Fibre Build.

**Access to premises**

- 8.6 We or nbn co may require access to a premises for any of these purposes (**Permitted Activities**):
- (a) perform the **nbn** Fibre Build;
  - (b) undertake a site feasibility assessment regarding the availability of an **nbn** Fibre Build;
  - (c) 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** Fibre Build Facilities; or
  - (d) exercise any rights or perform any obligations of us or nbn co under our agreement with you.
- 8.7 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:
- (a) you own, control or occupy the relevant premises; and
  - (b) you have a contract with us for the supply of a product or service which relies on an **nbn** product as an input.

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- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 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** Fibre Build and the Permitted Activities:
- (a) 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
  - (b) 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.
- 8.12 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:
- (a) 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
  - (b) we may suspend the operation of any **nbn** Fibre Build Facility.

**Health and safety**

- 8.13 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.
- 8.14 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:

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- (a) you give us as much notice as feasible in the circumstances; and
- (b) 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.

## 8.15 You agree to:

- (c) 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;
- (d) provide us and our Personnel with reasonable information on request to enable compliance with Health and Safety Laws;
- (e) notify us of Health and Safety Incidents you become aware of that occur in the Build Area or relate to the Permitted Activities; and
- (f) 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.

**Preparing your site**

8.16 You are responsible for preparing your site for the **nbn** Fibre Build in accordance with the requirements we notify to you. This includes the following requirements, which we may update from time to time:

1. For the Rack Mount option	<ul style="list-style-type: none"> <li>(a) 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</li> <li>(b) At least three (3) Rack Units of Space (3RU) of space within the rack</li> <li>(c) 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</li> </ul>
2. For Wall Mount option	<ul style="list-style-type: none"> <li>(a) Sufficient space for the wall mount solution and clearances</li> <li>(b) Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU</li> </ul>

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	(c) 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
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**Ownership of infrastructure**

- 8.17 You do not obtain any right, title or interest (whether legal, equitable or statutory) in any part of the **nbn** Fibre Build Facilities.
- 8.18 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:
- (a) interfere with the Permitted Activities;
  - (b) alter, damage (excluding fair wear and tear), interfere with, repair or attempt to repair the **nbn** Fibre Build Facilities in any way; or
  - (c) store or use inflammable or other dangerous substances in or near the **nbn** Fibre Build Facilities.
- 8.19 You must pay us any costs we incur if you breach clause 8.18.

**Cancellation of nbn Fibre Build**

- 8.20 We may cancel the **nbn** Fibre Build and charge the **nbn** Cancellation Charge if:
- (a) you cancel your order for the Direct Fibre over **nbn** service requiring the **nbn** Fibre Build;
  - (b) we or nbn co have been unable to secure access to the Premises in good faith to undertake the **nbn** Fibre Build after 3 attempts; or
  - (c) there has been at least 20 Business Days of delay to the **nbn** Fibre 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** Fibre Build.
- 8.21 We may also cancel the **nbn** Fibre Build if an agreement or order between nbn co and us that is required for us to provide the nbn Fibre Build, is terminated or cancelled for any reason.

**Charges for cancelling nbn Fibre Build**

- 8.22 The **nbn Fibre Build Cancellation Charge** is calculated as follows:



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the below applicable **nbn** cancellation charge plus any other costs reasonably incurred by us up to the date of cancellation (including any **nbn** feasibility charges and our project management costs):

- (i) \$750 (ex GST) for cancellations during the **nbn** planning phase;
- (ii) \$2,050 (ex GST) – for cancellations during the **nbn** design phase; or
- (iii) \$ 15,000 (ex GST) – for cancellations during the **nbn** build phase or pre-delivery phase.

The applicable phase is as determined by **nbn** co at the time Telstra cancels the relevant order with **nbn** co.

You agree that the **nbn** Fibre Build Cancellation Charge is a genuine pre-estimate of our costs.

8.23 If the **nbn** Fibre Build is cancelled except in the circumstances set out in clause 8.24:

- (a) you must pay one of the following early termination charges:
  - (i) the **nbn** Fibre Build Cancellation Charge if the cancellation occurs before **nbn** co delivers the **nbn** Fibre Build to Telstra; or
  - (ii) the applicable early termination charge based on the remaining minimum term of your Telstra data service if the cancellation occurs after **nbn** co delivers the **nbn** Fibre Build to Telstra; and
- (b) you must also pay the full amount of the FBC if the **nbn** Fibre Build is cancelled at any time after the **nbn** build phase commences.

8.24 We will not charge the **nbn** Fibre Build Cancellation Charge or the FBC if the **nbn** Fibre Build is cancelled in the following circumstances:

- (a) you cancel for our material breach;
- (b) either party cancels because you do not accept our proposed FBC Amendment under clause 8.5(b); or
- (c) we cancel under clause 8.21.

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## 9 Service assurance

### Service outages

9.1 We do not promise successful data transmission using the **nbn** Access Service at all times. Temporary interruptions and packet loss may occur from time to time, including due to scheduled

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and unscheduled outages in the **nbn** network or power outages. We will endeavour to advise you of scheduled outages in the **nbn** network.

### Fault repair

- 9.2 The [Standard Restoration, SLA Premium, and Telstra Provisioning Commient section](#) of Our Customer Terms sets out the standard target and response times for the **nbn** Access Services and the SLA Premium service levels which you may separately purchase for your **nbn** Access Service.
- 9.3 Your monthly access charges for your **nbn** Access Service includes maintenance up to the Network Boundary Point and on the Telstra NTU (where provided). Maintenance of any cabling on your side of the Network Boundary Point or any equipment you own or use is not included.
- 9.4 We're not responsible for failing to meet our obligations in relation to **nbn** Access Service for incidents or faults caused or contributed to by the following (**Third Party Faults**):
- (a) 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 any equipment used to support the **nbn** Access Service);
  - (b) the cutting of cable or fibre which affects your the **nbn** Access Service;
  - (c) equipment we didn't supply as part of the **nbn** Access Service;
  - (d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
  - (e) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightning, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).

### Fault reporting

- 9.5 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.
- 9.6 You should not report suspected faults directly to nbn co. If you do, nbn co may charge us the following for the service call which we may bill to you:

Calling nbn co helpdesk charge	GST excl.
For each call	\$50

**nbn™ Access Services section****Incorrect callout charge**

- 9.7 We may bill you the following charge that nbn co may charge us if nbn co attends your site to repair a fault reported by you but then determine that there is no fault with your **nbn** Access Service (e.g. the fault is in your equipment).

<b>Incorrect callout charge</b>	<b>GST excl.</b>
Incorrect callout charge	\$95.45

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**10 Direct claims against nbn co**

- 10.1 This clause 10 applies if you sign up for an nbn Access Service on or after 4 October 2019.
- 10.2 Subject to clause 10.3, 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, 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 arising) against nbn co, its Related Bodies Corporate or any of their respective Personnel in connection with:
- (a) 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 ordered on or after 4 October 2019;
  - (b) the design and installation of any infrastructure required for the **nbn** network to be made available to nbn co's customers at the Premises.
- 10.3 Clause 10.2 does **not** apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:
- (a) 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
  - (b) 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
  - (c) 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.

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- 10.4 We may assign the benefit of this clause 10 to nbn co or its nominee without consent or, to the extent that consent is required, you hereby give that consent.
- 10.5 This clause 10 survives expiry or termination of our agreement with you.

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**11 Special meanings**

- 11.1 In this Section “you” means the customer and also means any of your end users, or anyone who you allow or authorise to use the **nbn** Access<sup>TM</sup> Service.
- 11.2 A reference to a time or a day in this section is a reference to the time or a day at the place where the relevant Network Boundary Point is located.
- 11.3 In this section, the following words have the following meanings:

**ACMA** means the Australian Communications & Media Authority

**Act** means the *Telecommunications Act 1997* (Cth).

**Build Area** means a designated work area where the nbn Build Facility is located on your Premises and where our or nbn co’s health and safety policies, procedures and directions apply exclusively in accordance with this section of Our Customer Terms.

**Co-existence** has the meaning set out in clause 5.6.

**Customer Event** means:

- (a) any act or omission by you or your Personnel otherwise than in accordance with Our Customer Terms and any other applicable agreement with you;
- (b) any unlawful act or omission by you or your Personnel; or
- (c) any event or circumstance to the extent caused or contributed to by the network, systems, equipment or facilities of you, your Personnel or any other third party that you allow to use or access the nbn Access Service, nbn Fibre Build Facility or nbn network.

**Emergency** means circumstances where access must be provided without delay in our or nbn co’s opinion to:

- (a) protect the integrity of our or nbn co’s telecommunications network;
- (b) protect the health or safety of persons, the environment or property;
- (c) maintain an adequate level of service;
- (d) prevent loss of transmission; or

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(e) fix a priority 1 fault, being a fault which has resulted in a loss of service.

**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 means the **nbn** fibre 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).

Health and Safety Incidents means all health and safety incidents involving:

- (a) enforcement action against you or your third party contractors alleging an actual or potential breach of Health and Safety Law by a regulator or authority;
- (b) a notifiable incident as defined in section 35 of the Work Health and Safety Act 2011 (Cth);
- (c) the uncontrolled release or disturbance of asbestos containing material;
- (d) any act or omission that results in contamination or environmental harm; and
- (e) any act or omission that is a breach of, or is reportable under a Health and Safety Law or results in or has the potential to result in death, injury, illness or contamination or environmental harm.

Health and Safety Law means all health, safety or security related laws that are in any way applicable to the services or works provided or the parties.

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

**nbn Enterprise Ethernet network** means the **nbn** fibre network that comprises solely of fibre lines including only point-to-point fibre between a fibre access node and a Premises, and that is owned or controlled by, or operated by or on behalf of, nbn co (but excludes the FTTP network).

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**nbn Fibre Build** means the planning, design and construction of a fibre optic link connecting a fibre aggregation node in the **nbn** network to a single location at a site. This fibre optic link will include a dedicated point-to-point fibre link between the site and the relevant fibre aggregation node.

**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, HFC, and **nbn** Enterprise Ethernet 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.

**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.

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

**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, and
  - (iii) in relation to the **nbn** Enterprise Ethernet network – your side of the user network interface on the **nbn** B-NTD.

**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.

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(b) if the party is Telstra, includes nbn co (to the extent applicable).

**Premises** means the location at which you intend to use the **nbn** Access Service.

**Remediation** has the meaning set out in clause 6.4.

**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.

**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).

**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.