

nbn™ Access Services section (before 1 March 2018)

Contents

Click on the section that you are interested in.

1	About the nbn™ Access Service section	3
	Applicability	3
	Inconsistencies	3
	References to our network	3
2	What are the nbn™ Access Services?.....	3
3	What is the Broadband (nbn™) Service?	4
	Line speeds	4
4	What is Ethernet over nbn™ network Service?	5
	Line speeds	5
5	Connecting the nbn™ Access Service	6
	Availability - service qualification.....	6
	Equipment and cabling	7
	nbn™ NTD	9
	Telstra NTU	9
6	Changes to your service	9
7	Service assurance	10
	Fault repair	10
	After hours repair	10
	Fault reporting by you.....	10
	Fault reporting by end users.....	10
	Target repair times	10
	Incorrect callout charge.....	11
	Repairs and work on your side of the Network Boundary Point	11
8	Equipment	11
9	Special meanings	12

nbn™ Access Services section (before 1 March 2018)

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nbnTM Access Services (before 1 March 2018) section

Certain words are used with the specific meanings set out below under “Special meanings” in clause 9 and in the General Terms of Our Customer Terms.

1 About the nbnTM Access Service section

Applicability

- 1.1 This is the **nbn**TM Access Service (before 1 March 2018) section of Our Customer Terms.
- 1.2 The terms in this section apply only if you signed up for an **nbn**TM Access Service as part of the Business IP service or Connect IP service before 1 March 2018.
- 1.3 The General Terms of Our Customer Terms apply unless you have entered into a separate agreement with us which excludes any of those terms.
- 1.4 The Services on the **nbn**TM section of Our Customer Terms also apply.

Inconsistencies

- 1.5 To the extent of any inconsistency between the General Terms of Our Customer Terms or Services on the **nbn**TM section of Our Customer Terms and this **nbn**TM Access Service section, this **nbn**TM Access Service section applies.
- 1.6 If a provision of this **nbn**TM Access Service 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

- 1.7 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**TM network and a reference to “service” in those terms will be taken to include a reference to **nbn**TM Services.

2 What are the nbnTM Access Services?

- 2.1 The **nbn**TM Access Services are the Broadband (**nbn**TM) Service and the Ethernet over **nbn**TM Service.

nbnTM Access Services (before 1 March 2018) section

3 What is the Broadband (**nbn**TM) Service?

- 3.1 The Broadband (**nbn**TM) Service is a contention-based asymmetrical service, delivered over the **nbn**TM network utilizing **nbn**TM Traffic Class 4 available on FTTP, FTTN, FTTB, HFC and Fixed Wireless technology types.

Line speeds

- 3.2 Line speed is the bit rate of the transmission link including all overheads associated with providing higher level protocols such as IP. The line speed options available with the **nbn**TM Access Service are as set out in your application form or separate agreement with us. Not all line speed options will be available in all locations. Several factors determine the achievable line speed, some of which are outlined in sections 3.5 & 3.9.
- 3.3 The specified upstream and downstream speeds in your application form or separate agreement with us are indicative maximum line speeds only. We do not promise that the specified speeds will be achieved at all times and where a service is provided over FTTN or FTTB the line speed may only be achieved once during a 24 hour period.
- 3.4 The **nbn**TM network in respect of the Broadband (**nbn**TM) Service is a best efforts network, shared by many end users. This means that throughput will vary depending on a number of factors including the number of end users connected at the same time and the associated line transmission rates of those end users.
- 3.5 Line speed may also be impacted by the following items where a service is provided over FTTN and FTTB:
- (a) the copper pair line length and attenuation, including in building cabling or pre-existing lead-in length;
 - (b) the state of copper wiring in-building or in the premises;
 - (c) whether the service is within an area where Co-existence is currently in effect;
 - (d) the quality of any pre-existing main distribution frame and in-building cabling used to serve the individual premises.
 - (e) whether the service has been placed into a repair profile by **nbn** co limited.
- 3.6 We do not promise successful data transmission using the Broadband (**nbn**TM) service. Temporary interruptions and packet loss may occur from time to time, including due to scheduled and unscheduled outages in the **nbn**TM network. We will endeavour to advise you of scheduled outages in the **nbn**TM network via the customer reporting portal CustData. The Broadband (**nbn**TM) Access Service is less suitable for applications that

nbnTM Access Services (before 1 March 2018) section

are sensitive to delay, delay variation or packet loss (such as voice or real time video streaming) or require high volume continuous file transfers.

- 3.7 During Co-existence line speed may be affected. The following line speeds are considered acceptable during Co-existence:

FTTB - 25M/5M

FTTN - 12M/1M

- 3.8 If multiple services are provided over **nbn**TM Fixed Wireless offering on a single **nbn**TM network terminating device, the maximum achievable line speed of each service may not be achieved simultaneously.

- 3.9 Line speed may also be impacted by the following items where a service is provided over **nbn**TM Fixed Wireless:

- (a) the nature, quality and length of the connection to your premises;
- (b) the signal reception, including any interference with in building cabling or pre-existing lead-in length;
- (c) line-of-sight interference;
- (d) weather; and
- (e) other wireless signals.

4 What is Ethernet over **nbnTM network Service?**

- 4.1 The Ethernet over **nbn**TM network Service is an un-contended symmetrical service, delivered over the **nbn**TM network utilizing **nbn**TM Traffic Class 2 available on FTTP, FTTN and FTTB access technology types.

Line speeds

- 4.2 Line speed is the bit rate of the transmission link including all overheads associated with providing higher level protocols such as IP. The bandwidth options available with Ethernet over **nbn**TM Access Service are as set out in your application form or separate agreement with us.
- 4.3 The specified upstream and downstream speeds in your application form or separate agreement with us are maximum line speeds which are available.

nbnTM Access Services (before 1 March 2018) section

- 4.4 Line speed limitations set out in clause 3.5 above shall apply.
- 4.5 The Ethernet over **nbn**TM is a committed information rate service.
- (a) FTTP access: throughput will always be constant irrespective of the number of end users connected at the same time and the associated line transmission rates of those end users.
- (b) FTTN and FTTB access: actual line speed you experience may be significantly less than the plan ordered. The service qualification that is performed at the time of order will reflect the achievable line speed available at your location, however Co-existence or third party interference may cause a deterioration of the performance.
- 4.6 Temporary interruptions and packet loss may occur due to scheduled and unscheduled outages in the **nbn**TM network. We will endeavour to advise you of scheduled outages in the **nbn**TM network via CustData. The Ethernet over **nbn**TM Access Service is better suited to applications that employ large frame sizes and are sensitive to delay, delay variation or packet loss (such as voice or real time video streaming) or require high volume continuous file transfers.

5 Connecting the nbnTM Access Service

Availability - service qualification

- 5.1 The **nbn**TM Access Service is available to our retail customers, only in locations serviced by the nbn co limited. The service is not available to Telstra wholesale customers or for resale.
- 5.2 Our liability to you for your reliance upon any service availability statements (including the costs of any equipment bought), or to you and each end user (and your responsibility) arising from the cancellation of the **nbn**TM Access Service, is set out in the General Terms section of Our Customer Terms or your separate agreement with us.
- 5.3 If your premises is in a new development and not already connected to the **nbn**TM network, nbn co limited may charge \$272.72 ex GST to connect your premises to the **nbn**TM network. If applicable, we will bill that charge to you.
- 5.4 The use of a spare copper pair (inactive inplace copper pair) at a FTTN or FTTB premise as part of the transition to nbn will result in a \$270 ex GST charge.
- 5.5 You may experience loss of service when moving from your existing service to a **nbn**TM Access Service.
- 5.6 Connecting requirements on HFC

nbn™ Access Services (before 1 March 2018) section

- (a) It is your responsibility to notify and inform third party entities that make up your Shared Site that an outage will occur at the time of the nbn appointment scheduled (as part of your service installation) and that your installation will result in an outage for all services that contribute to your Shared Site. You warrant and represent that you have taken all appropriate actions to notify and inform as required. You indemnify us against any direct loss, damage, liability, costs or expenses incurred by us as a result of a claim by a third party entity that makes up your Shared Site that any part of our provision of Trial Services causes or contributes to the loss to such third party entity.
- (b) If you do not have pre-existing HFC lead-in cable which is serviceable, NBN Co 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.
- (c) You understand that in performing the work reasonably required to complete the installation, temporary outages or interruptions may be caused. We will use our reasonable endeavours to advise you if that is likely and how long the interruptions or outages might be

Equipment and cabling

- 5.7 You must ensure that all equipment that you use in relation to the **nbn™** Access Service adheres to Australian Standard –AS/CA S041.3:2015 Requirements for DSL Customer Equipment for connection to the Public Switched Telephone Network — Part 3: Filters for use in connection with all xDSL services, which may be made available from time to time by the Communications Alliance LTD on its website at <http://www.commsalliance.com.au/>

We are not responsible for your obtaining a copy of said standards. It is solely your responsibility.

- 5.8 You must tell us about the equipment and the **nbn™** Access Service configuration in relation to you and each end user so that the **nbn™** Access Service may be set with compatible configurations throughout the network.
- 5.9 If you do not identify the correct configuration, you are liable to us for any expenses we incur relating to the identification of any fault or in reconfiguring the **nbn™** Access Service. These expenses will be charged at the fee-for-service rates set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.

nbn™ Access Services (before 1 March 2018) section

- 5.10 We can cancel the **nbn™** Access Service immediately if we determine that your equipment or your end user's equipment interferes with any network or systems. Where possible, we will aim to notify you the reason for cancellation and grant you a remedy period to resolve any interferences.
- 5.11 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.
- 5.12 We will connect your own existing cabling or that of your end users 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 the Australian Communications & Media Authority mentioned in clause 5.7 above.
- 5.13 You must (at your cost) give us or our contractors all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us or our contractors of all work at your premises.
- 5.14 The following device requirements apply if you have an **nbn™** Access Service on FTTB or FTTN and your devices connect directly to the **nbn™** network and not through a Telstra NTU:
- (a) You must ensure that devices not managed by us must adhere to specific hardware and firmware specification set out in nbn co limited's WBA Product Catalogue - Product Technical Specification – NBN Co Ethernet Bitstream Service - FTTB/FTTN which may be found at this URL: <http://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba2.html> and as updated from time to time by nbn co limited.
 - (b) We can at any time request that you demonstrate your devices' compliance with the aforementioned specifications. If your device is found to be non-compliant, we may take a number of steps including without limitation reducing the speed of the service or suspension or cancellation of your service. Where we cancel your service in relation to your device being non-compliant an early termination charge may be applied.

nbnTM Access Services (before 1 March 2018) section

- (c) Devices that are not managed by us will not be registered with nbn co limited. We can only provide limited technical support if an unregistered device is used in conjunction with your service.

5.15 In instances reasonably determined by us, the installation of a central splitter device at your premises will be required to facilitate the move from your existing service to your **nbn**TM Access Service. Installation of a central splitter device will result in a loss of service for the duration of the install.

nbnTM NTD

5.16 Where a **nbn**TM NTD is used to connect an **nbn**TM Access Service (such as for FTTP, Fixed Wireless or HFC), the terms relating to the **nbn**TM NTD in the Services on the **nbn**TM section of Our Customer Terms apply.

Telstra NTU

- 5.17 Where we include a Telstra NTU to connect your **nbn**TM Access Service, you acknowledge and agree to the following:
- (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.
 - (b) You must not make or permit to be made any alterations, repairs or servicing to the Telstra NTU except by us or by a person authorised by us.
 - (c) 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.

6 Changes to your service

6.1 For any work you ask us to do on your premises in relation to the **nbn**TM Access Service, we may charge you a fee for service, as quoted at time of your request.

nbn™ Access Services (before 1 March 2018) section**7 Service assurance****Fault repair**

- 7.1 We repair faults in the **nbn™** Access Service on our side of the Network Boundary Point and on the Telstra NTU during Business Hours. This is covered by the access charges.
- 7.2 The repair of faults caused by any reckless, wilful or negligent action or omission of you or your end users or another person using the **nbn™** Access Service are not covered by the access charges. We can charge you for repairing such faults. We will advise you of the charges likely to be payable and get your approval before starting work.

After hours repair

- 7.3 If the fault is not within the **nbn™** network, and you ask us, we can also repair the fault outside Business Hours and charge you an after hours charge. We will tell you what the applicable after hours charge is before starting work.
- 7.4 If the fault is within the **nbn™** network, the fault will be repaired during Business Hours.

Fault reporting by you

- 7.5 You must 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).

Fault reporting by end users

- 7.6 You must ensure that end users only report the details of a suspected fault to your help desk. If an end user contacts us directly, we can charge you the following for the service call:

Calling help desk directly charge	GST excl.
For each call by an end user	\$50

Target repair times

- 7.7 The [Standard Restoration, SLA Premium, and Telstra Provisioning Commitment section](#) of Our Customer Terms sets out the standard target and response times for the **nbn™**

nbn™ Access Services (before 1 March 2018) section

Access Services and the SLA Premium service levels which you may separately purchase for your **nbn™** Access Service.

Incorrect callout charge

- 7.8 We will charge you the following incorrect callout charge if you or your end users report a fault and ask us to attend a site to repair it, and we determine that there is no fault (e.g. the fault is in your equipment or your end user's equipment).

Incorrect callout charge	GST excl.
Incorrect callout charge	\$95.45

Repairs and work on your side of the Network Boundary Point

- 7.9 For charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract, see "Our Customer Terms Fee-for-service (Other work we do for you)." For example, these charges may apply if you ask us to repair a fault located on your side of the Network Boundary Point.

8 Equipment

- 8.1 We are not responsible for the operation of any equipment or applications connected to your **nbn™** Access Service that you or someone other than us supplies.
- 8.2 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.
- 8.3 You must ensure that:
- (a) we or our contractors can access the equipment we or our contractors install at your premises at any time we reasonably ask to; and
 - (b) the installed equipment is not covered in any way that prevents air circulating around it.
- 8.4 All cabling and equipment on your side of the Network Boundary Point, other than the Telstra NTU, is your responsibility.
- 8.5 Power outages may result in services experiencing an outage for the duration of the power outage.

nbn™ Access Services (before 1 March 2018) section

9 Special meanings

9.1 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.

9.2 In this section, the following words have the following meanings:

Business Day means Monday to Friday, excluding public holidays.

Business Hours means between 8.00am and 5.00pm on a Business Day.

Co-existence occurs when both ADSL and (VDSL2) **nbn™** services are present at the same time. Co-existence reduces the achievable line speed of the (VDSL2) **nbn™** service.

end users are the general population of users accessing your host computer content and applications.

Fixed Wireless means fixed wireless.

FTTB means fibre to the building

FTTN mean fibre to the node

FTTP means fibre to the premises

HFC means Hybrid Fibre Coaxial technology

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

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

nbn™ network means the fibre network that is owned or controlled by, or operated by or on behalf of, nbn co limited and includes any other network, systems, equipment and facilities used by nbn co limited in connection with the supply of **nbn™** Access Service.

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 is also referred to as the **nbn™** Connection Box.

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

nbnTM Access Services (before 1 March 2018) section

- (a) in relation to FTTP, HFC and Fixed Wireless - your side of the user network interface on the **nbn**TM NTD;
- (b) in relation to FTTB - your side of the user network interface on the MDF; and
- (c) in relation to FTTN – the first socket on the line after building entry.

Repair Profile means nbn co limited has placed your service in a status to preserve the integrity of **nbn**TM network and your service may not perform as expected until nbn co limited have undertaken rectification activities.

Shared Site means a group of independent businesses sharing the same HFC cable lead in.

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

Traffic Class refers to **nbn**TM product options offered by nbn co limited (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** in areas where they have deployed FTTB and FTTN.