

Telstra Remote Telemetry Section – before 1 October 2019

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Our Customer Terms

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Certain words are used with the specific meanings set out on page 14 and in [the General Terms of our Customer Terms](#).

1 About the Telstra Remote Telemetry section

Telstra has announced that it will be switching off its 3G (850 MHz) service on 30 June 2024. If you use the UC-372 model, the services and related products you acquire in connection with Telstra Remote Telemetry will be impacted and will no longer work from this date. For further information please visit: tel.st/3g

Our Customer Terms

- 1.1 This Telstra Remote Telemetry section applies if you order or recontract a Telstra Remote Telemetry service before 1 October 2019.
- 1.2 The [General Terms of Our Customer Terms](#) apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Telstra Remote Telemetry section, then the Telstra Remote Telemetry section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Remote Telemetry section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 About Telstra Remote Telemetry

What is Telstra Remote Telemetry?

- 2.1 Telstra Remote Telemetry is an Internet Protocol based data network solution for the delivery of telemetry services that is comprised of IP WAN (the “**network service**”) and one or more of the following connection and access services for each site:
 - (a) an IP WAN standard connection using ADSL IP access (a “**wireline site service**”);

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- (b) an IP Wireless connection using a GPRS (a “**wireless site service**”); or
- (c) an IP Wireless connection using a Next G service (a “**wireless site service**”); or
- (d) either:
 - (i) each of the wireline site services in (a); or
 - (ii) any one of the wireline site services in (a) and the wireless site service in either (b) or (c),(each a “**dual path site service**”),

(each a “**site service**”). The site services together with the network service and the supplied equipment are “**Telstra Remote Telemetry**”.

Dual path site services

- 2.2 Any terms (other than pricing) that apply to a wireline site service will apply to the wireline site service component of a dual path site service.
- 2.3 Any terms (other than pricing) that apply to a wireless site service will apply to the wireless site service component of a dual path site service.
- 2.4 The prices we will charge you for a dual path site service are set out separately in this section of Our Customer Terms.

Video monitoring

- 2.5 Video monitoring is not supported.

Eligibility

- 2.6 Telstra Remote Telemetry is not available to Telstra Wholesale customers or for resale.

Availability

- 2.7 The site services may not be available in all locations. Service qualification information can be found:
 - (a) for wireline site services using ADSL IP access (including where the wireline site service is a component of a dual path site service), on <https://www.bigpond.com/internet-plans/broadband/availability/default.asp>;

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- (b) for wireless site services and the wireless component of dual path site services, on <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>; and

The service qualification is indicative only so you should not rely on it.

For example when you purchase equipment, and we do not guarantee that a site service can be provided if you satisfy the service qualification.

- 2.8 Our supply of Telstra Remote Telemetry is conditional on a feasibility study. We may refuse to provide Telstra Remote Telemetry based on the results of a feasibility study.

Minimum period

- 2.9 You must take Telstra Remote Telemetry for a minimum period of at least 12 months.

Configuration

- 2.10 We will configure your Telstra Remote Telemetry service in accordance with the network diagram agreed between you and us.

Network design

- 2.11 To the extent that:

- (a) we design your Telstra Remote Telemetry service, we retain; and
- (b) you contribute to the design of, or you provide design requirements for, your Telstra Remote Telemetry service, you assign to us,

all intellectual property rights connected with the design of your network service, including any intellectual property rights relating to:

- (c) network diagrams;
- (d) management IP addresses; and
- (e) supplied equipment configurations,

and all information relating to the design of your network service, including the information identified in paragraphs (c) to (e) is our confidential information.

- 2.12 Nothing in this section entitles you to receive a copy of or own any part of the solution design for Telstra Remote Telemetry.

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Using Telstra Remote Telemetry

- 2.13 You must only allow Telstra Remote Telemetry (and any part of it) to be used:
- (a) for the delivery of telemetry applications; and
 - (b) in accordance with our directions.
- 2.14 You must not use Telstra Remote Telemetry (or any part of it) for:
- (a) voice services; or
 - (b) transmission of any data other than telemetry and video monitoring data.
- 2.15 You must only use Telstra Remote Telemetry (and any part of it) for your own internal business purposes. You must not resell or otherwise provide Telstra Remote Telemetry (or any part of it) to any other person unless we have agreed differently.

3 Site services

Terms on which we provide a site service

- 3.1 Unless otherwise set out in this Telstra Remote Telemetry section, the terms upon which we provide the:
- (a) network service and the connection services are set out in the [IP Solutions section](#);
 - (b) wireline site services using ADSL IP access are set out in the [ADSL IP access section](#);
 - (c) wireless site services are set out in the [Part G Data Services](#) of Telstra Mobile section,

in each case, of Our Customer Terms.

Specific terms for a wireline site service

- 3.2 The wireline site service using ADSL IP access is only available at the line speed of up to 256 kbit/s (downstream) / 64 kbit/s (upstream).
- 3.3 You must pay us any costs and expenses reasonably incurred by us in replacing or repairing plant, equipment or any of our property that is damaged or destroyed at any time as a result of the connection of your equipment to our public

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communications network or as a result of any modification to, alteration to, or interference with, any of our property, except to the extent that such damage or destruction is caused by us.

- 3.4 If you wish to install your own cabling to access wireline site services, then the cabling:
- (a) must be installed by a registered cabling contractor; and
 - (b) must be installed to, and continue to meet, the minimum technical requirements determined by the Australian Communications and Media Authority.
- 3.5 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.
- 3.6 We may refuse to supply the wireline site service if the requirements set out in this Telstra Remote Telemetry section are not met.

4 Supplied equipment

Equipment we will supply

- 4.1 We will supply you with a terminating unit for each site service (“**supplied equipment**”).
- 4.2 Terminating units must be supplied by us. You cannot use any other terminating units or routers.

Your obligations

- 4.3 You are responsible for the security of the supplied equipment once it is delivered to the site.
- 4.4 You must:
- (a) only use the supplied equipment with Telstra Remote Telemetry and in accordance with our directions;
 - (b) install, maintain and support the supplied equipment;
 - (c) provide proper accommodation for the supplied equipment;
 - (d) comply with our directions from time to time regarding the location of the

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supplied equipment and the environment in which it is housed;

- (e) take proper care of the supplied equipment to ensure that the supplied equipment is not damaged, destroyed or stolen while it is in your possession or control;
- (f) not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except in accordance with our directions; and
- (g) not remove, cover, alter or otherwise tamper with any labels affixed to the supplied equipment for the purpose of identifying the supplied equipment, warranty, service coverage or other service description relevant to this Telstra Remote Telemetry section.

4.5 The equipment may not operate successfully in temperature conditions less than zero degree and greater than 65 degrees centigrade.

Defects

4.6 If a defect or fault is caused by accidental damage, operator error or improper or negligent use of the supplied equipment by you or any other person (other than us) or where you do not comply with 4.4 above, then we may repair the defect or fault at your expense. We will tell you about the costs before we repair the defect or fault.

Damage

4.7 We are not required to perform any installation, maintenance or support services, but if we do you must reimburse us for all costs reasonably incurred by us in installing any replacement supplied equipment, re-installing, repairing or replacing (at our option) any supplied equipment that is damaged, destroyed, lost, stolen or otherwise required as a result of your actions or your breach of Our Customer Terms. Where possible we will provide an estimate of the likely costs before incurring them.

Access to your premises

4.8 We are not required to perform any installation, maintenance, support or removal services, but if we do you agree to permit us or our subcontractors to enter your premises on reasonable notice to inspect, maintain, repair, replace or remove the supplied equipment including, without limitation, providing safe and reasonable access, working space and facilities including heat, light, ventilation, electric current and outlets and local telephone extension, and reasonable access to your network and systems and personnel as required to carry out the inspection,

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maintenance, repair, replacement or removal.

- 4.9 You must, at your cost, provide us with all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your premises.

Title in the supplied equipment

- 4.10 No title in the supplied equipment passes to you at any time.

5 Advanced Radius

- 5.1 To use Telstra Remote Telemetry, you must also have the Advanced Radius value added service. No other value added services may be purchased for Telstra Remote Telemetry.
- 5.2 We will charge you 50% of the standard pricing for Advanced Radius.
- 5.3 The terms (including pricing) on which we provide Advanced Radius are set out in the [IP Solutions section of Our Customer Terms](#).

6 Head end connection

- 6.1 A head end connection is required to connect each of your head end monitoring management services to Telstra Remote Telemetry.
- 6.2 We will charge you the following for each new head end connection:

| Head end service connection charge | GST Excl | GST Incl |
|---|-----------------|-----------------|
| Connection charge per head end service | \$1500 | \$1650 |

- 6.3 For each head end you must also have a ADSL IP access, ATM, Business DSL, or Frame Relay access service and an IP WAN port service.
- 6.4 For each head end you may also have, but do not need to have, an IP Wireless connection.
- 6.5 The terms (including pricing) on which we provide the:

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- (a) ATM service are set out in the [ATM Service section](#);
- (b) Business DSL service are set out in the [Business DSL section](#);
- (c) Frame Relay service are set out in the [Frame Relay Services section](#);
- (d) ADSL IP access service are set out in the [ADSL IP access section](#);
- (e) IP WAN service are set out in the [IP Solutions section](#); and
- (f) IP Wireless service are set out in the [IP Solutions section](#) and the [Telstra Mobile section](#).

in each case, of Our Customer Terms.

- 6.6 The Frame Relay service is under cease sale and scheduled for exit as set out in the notification in the Frame Relay section of Our Customer Terms.
- 6.7 The ATM service is under cease sale and scheduled for exit as set out in the notification in the ATM section of Our Customer Terms

7 Service levels

Service levels

- 7.1 We aim to meet the service levels set out in this Telstra Remote Telemetry section. However, these service levels are only indicative and we do not guarantee that we will meet these service levels.
- 7.2 The class of service for the wireline site service is the data transfer class of service applicable to IP WAN.
- 7.3 A full description of the data transfer class of service and the terms and conditions relating to that class of service is set out in the [IP Solutions section of Our Customer Terms](#).

Response and restoration target times

- 7.4 The service assurance levels are indicative of our targets for response and restoration times of the services we provide to you, and we do not guarantee that we will meet these service assurance levels.
- 7.5 The standard service assurance level:

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- (a) for a wireline site service; and
- (b) for IP WAN,

is Business Plus.

- 7.6 You may purchase (with our approval) enhanced service assurance levels at an additional charge.
- 7.7 There is no service assurance level for a wireless site service.
- 7.8 The terms on which we provide service assurance levels are set out in the [IP Solutions section of Our Customer Terms](#).

8 Fees and charges

- 8.1 You agree to pay all the applicable fees and charges incurred in respect of your Telstra Remote Telemetry service.

Connection charges

- 8.2 We will charge you the following for connection of each site service. Any other charges under Our Customer Terms for the connection of any part of the site service do not apply.

| Connection charge per site service | GST Excl | GST Incl |
|---|----------|----------|
| Wireline site service using either ADSL IP access | \$600 | \$660 |
| Wireless site service | \$600 | \$660 |
| Dual path site service | \$1000 | \$1100 |

Monthly rental charges

- 8.3 We will charge you the following monthly rental charges for each site service. Any other monthly rental charges or usage charges under Our Customer Terms for any part of the site service do not apply.

| Monthly rental charge per site service | GST Excl | GST Incl |
|--|----------|----------|
| Wireline site service using ADSL IP access | \$150 | \$165 |

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| Monthly rental charge per site service | GST Excl | GST Incl |
|--|----------|----------|
| GPRS wireless site service | \$100 | \$110 |
| Next G wireless site service | \$135 | \$148.50 |
| Dual path site service (where one component is a GPRS wireless site service) | \$165 | \$181.50 |
| Dual path site service (where one component is a Next G wireless site service) | \$185 | \$203.50 |
| Dual path site service (where each component is a wireline site service) | \$190 | \$209 |

Wireless usage

8.4 The monthly rental charges for wireless site services and dual path site services assume that the average amount of data transferred on wireless site services and the wireless component of dual path site services per site service per day will not exceed 100 Megabytes. If your usage exceeds this amount by:

- (a) 10% or more over any 3 month period; or
- (b) 20% or more over any one month period,

we may increase the monthly rental charges to reflect the actual amount of data transferred.

Additional charges

8.5 You agree to pay a call out fee reflecting our costs incurred if:

- (a) we are requested to attend a site to attend to a fault condition at a time agreed with you and you fail to provide immediate access to the supplied equipment or the relevant site at that time; or
- (b) you report a fault to us and request us to attend a site to repair that fault and we determine that there is no fault in the site service (for example, if the fault is caused by your equipment).

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9 Cancellation and termination

Cancellation

9.1 Without limiting any of our rights, we may immediately cancel your Telstra Remote Telemetry service (or any part of it) if:

- (a) we are unable to enter the premises to inspect, repair or maintain a facility;
or
- (b) you fail to rectify any defect or inadequacy in a facility not owned or maintained by us after being requested to do so by us.

9.2 If we are unable to supply your Telstra Remote Telemetry service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your Telstra Remote Telemetry service (or any part of it). We will give you as much notice as possible in the circumstances.

Early termination fee

9.3 If you cancel your Telstra Remote Telemetry service (or part of it) before the expiry of the minimum period, for any reason other than due to our breach or failure to continue providing the service in the event included under clause 9.2, or if we cancel your Telstra Remote Telemetry service (or part of it) due to your breach, we may charge you an early termination fee calculated as follows:

$$ETF = \{A \times [(B - C) / 30]\} \times 0.5$$

A = the relevant monthly charge for the month immediately preceding the month during which your Telstra Remote Telemetry service (or part of it) is cancelled.

B = the total number of days in the minimum period.

C = the number of days from the start of the minimum period up to and including the date of cancellation.

9.4 You acknowledge that the early termination fee is a genuine pre-estimate of the loss we are likely to suffer.

Return of supplied equipment

9.5 Upon the expiry, termination or cancellation of your Telstra Remote Telemetry service (or any part of it), we will collect and you must return to us the supplied equipment used to provide the relevant cancelled Telstra Remote Telemetry service (or any part of it).

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- 9.6 If you do not return the relevant supplied equipment to us when we come to collect the supplied equipment, and you do not, at your cost, return the relevant supplied equipment to us within 30 days of the date of expiry, termination or cancellation, you must pay us any costs reasonably incurred by us in attempting to recover that supplied equipment and, if we are unable to recover that supplied equipment, the greater of the market value and the written down book value of that supplied equipment.

10 Changes and additional services

- 10.1 You may make changes to your existing Telstra Remote Telemetry service (including changes to the network diagram) by:
- (a) submitting a written change request to us; or
 - (b) (only available for certain requests) making the changes yourself via the IP Solutions Customer On-line Management Facility, available at www.telstra.com.au/ipsolutions.
- 10.2 We will process your change request as soon as possible after we receive your correctly completed change request.
- 10.3 We will charge you the following to move a wireline site service or a dual path site service:

| Charge for moving a wireline site service or a dual path site service | GST Excl | GST Incl |
|---|----------|----------|
| Per wireline site service or dual path site service moved | \$250 | \$275 |

- 10.4 We will not charge you to move a wireless site service.
- 10.5 It is your responsibility to relocate and re-install the supplied equipment.

11 Special meanings

The following words have the following special meanings:

ADSL means asymmetrical digital subscriber line.

Advanced Radius has the meaning given to it in the [IP Solutions section of Our](#)

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[Customer Terms.](#)

ATM has the meaning given to it in the [ATM Service section of Our Customer Terms.](#)

Business DSL has the meaning given to it in the [Business DSL section of Our Customer Terms.](#)

Business Plus means coverage 24 hours a day, 7 days a week and has the meaning given to it in the [IP Solutions section of Our Customer Terms.](#)

Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Telstra Remote Telemetry.

Frame Relay has the meaning given to it in the [Frame Relay Services section of Our Customer Terms.](#)

GPRS has the meaning given to it in the [Telstra Mobile section of Our Customer Terms.](#)

ADSL IP access has the meaning given to it in the [ADSL IP access section of Our Customer Terms.](#)

IP WAN has the meaning given to it in the [IP Solutions section of Our Customer Terms.](#)

IP WAN standard connection has the meaning given to it in the [IP Solutions section of Our Customer Terms.](#)

IP Wireless has the meaning given to it in the [IP Solutions section of Our Customer Terms.](#)

Network diagram means the network diagram agreed between us and you (if any), as updated from time to time in accordance with these terms.

Next G service is as described in the [Telstra Mobile section of Our Customer Terms.](#)

Premises means any land, building, structure, vehicle or vessel which is owned, leased or occupied by you, containing a facility or supplied equipment or any other part of the Service, or to which the Service is supplied.

Site means the premises to which a site service is provided.