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Our Customer Terms

Megalink Section

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Certain words are used with the specific meanings set out on page 17 or in the [General Terms of Our Customer Terms](#).

1 About the Megalink section

Our Customer Terms

- 1.1 This is the Megalink section of Our Customer Terms.
- 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 Megalink section, then the Megalink section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Megalink 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 Megalink

Megalink Cease Sale and Exit Notification

- 2.1 Megalink will not be available for purchase by new customers from 30 June 2018.
- 2.2 Megalink will not be available for purchase by customers who already receive Megalink from 30 June 2018; however, such existing customers will continue to be able to make configuration, software, and record changes.
- 2.3 Megalink will be disconnected on 31 May 2019 in areas where the area's nbn rollout region disconnection date falls on or before 31 May 2019; in areas where the area's nbn rollout region disconnection date falls after 31 May 2019, Megalink will be disconnected in accordance with the nbn rollout region disconnection timetable.
- 2.4 Megalink is scheduled for exit in any remaining areas by 2022, with any specific date to be communicated in due course.
- 2.5 Further details on the preceding are set out in the document titled RM5(D), which is part of our nbn migration plan, and which is available on the ACCC website at: <https://www.accc.gov.au/regulated-infrastructure/communications/industry->

reform/telstras-migration-plan.

What is Megalink?

- 2.6 Megalink can carry high-speed data transmission and voice, facsimile and image communications. The service may be provided over either fibre or copper.
- 2.7 The service terminates at our G.703 120 ohm or 75 ohm SDP Interface, for connection to your equipment.

G.703 is the accepted standard protocol interface for Megalink E1 connectivity. 120 ohm is twisted cable pair and 75 ohm is a standard connector.

RJ45 cable can also be used for connectivity to the Internet Direct via the Internet Direct Premium Package offering.

Service features

- 2.8 For the Megalink service, we give you:
- (a) connection from the network termination unit (that you provide) at the first address you specify to the local exchange;
 - (b) connection from the network termination unit (that you provide) at the second or other address you specify to the local exchange; and
 - (c) connection of the service between the two local exchanges (transmission).
- 2.9 The prescribed standard levels of transmission performance for Megalink are based on International Telegraph and Telephone Consultative Committee (CCITT) standards, Recommendations G.703 and G.821.

Availability

- 2.10 The service can be used throughout Australia, subject to the availability of network infrastructure.

Minimum commitment

- 2.11 You can choose to take Megalink for either a minimum term of 12 months or on a temporary basis for less than 12 months. The monthly charges for the service depend on the term you choose.

Cabling and data terminal equipment

- 2.12 We only connect any telecommunications cabling on your premises to a Megalink service if:

- (a) a registered cabling service provider installed the cabling; and
 - (b) the cabling meets the Australian Communications Authority's minimum technical requirements.
- 2.13 You must take all reasonably necessary measures to ensure the safe and proper performance of all work we perform at your premises.
- 2.14 You can connect data terminal equipment to a Megalink service if the equipment supplier complies with the Australian Communications Authority's data terminal equipment permit requirements.
- 2.15 You must pay us any costs we reasonably incur in repairing or replacing any of our property that is damaged or destroyed as a result of connecting data terminal equipment to our network.

Equipment requirements

- 2.16 We do not supply the network termination unit for Megalink services.
- 2.17 We need an acceptable working temperature (ambient 10 – 35°C) to allow our service personnel to maintain and add new services.
- 2.18 We also need sufficient lighting and space at your site at all times to let us install, inspect, maintain and/or replace equipment.
- 2.19 Where we connect you to three or more network termination units that you provide for a Megalink service, you must keep them in a modem cabinet.
- 2.20 You must provide a standard mains voltage AC double point with adequate lighting within one metre of the installation site for each network termination unit. You must keep the power point outside the network termination unit cabinet.
- 2.21 When the service is provided on optical fibre, you must provide a standard mains voltage and a protective telecommunications earth as set out in AS/NZS3000: Electrical Installations (Wiring rules).
- 2.22 You must:
- (a) provide a sealed, secure suitable site that is free of dirt, corrosive fumes or fluids, with an average ambient temperature of around 20 degrees (as part of AS/ACIF S009:2001 Installation Requirements for Customer Cabling (Wiring Rules) Australian Standard as amended from time to time);
 - (b) provide floor plans indicating power distribution and preferred placement of equipment if fibre delivery and rack equipment are needed as part of the

installation; and

- (c) have done building works needed at your premises before or during the installation of the service (including cable reticulation within the building).

2.23 You must not install the service:

- (a) in a fire escape stairwell;
- (b) within a cupboard storing a fire hose reel;
- (c) within range of a fire alarm sprinkler (unless you provide suitable shielding or deflection covering); or
- (d) in any area that may be subject to flooding (as part of AS/ACIF S009:2001 Installation Requirements for Customer Cabling (Wiring Rules) Australian Standard as amended from time to time).

Charging

2.24 We determine the distance of a chargeable circuit by reference to the shortest distance between designated area centres.

3 Connecting a Megalink service

Provisioning times

3.1 We will agree the terms for provisioning of the service with you. Provisioning times are set out in the [Wideband Provisioning Times section of Our Customer Terms](#).

Connection charges

3.2 We charge you the following connection charge for connecting a new Megalink service (or taking over a working circuit on an intact basis) for either a 12 month term or less than 12 months. A single-ended service is only available to our telephone exchanges where an Internet Direct point of presence exists.

3.3 The connection charge covers connecting you to our network and connecting your property (ie, installing and testing cabling from the building entry point to our network boundary).

Connection charges	GST excl.
For providing a circuit between two points at different premises involving the use of our external network:	

- where both points are in within the same exchange area	
- for the first service	\$7,612.00
- for second and subsequent services installed at the same time as the first (per service)	\$7,572.00
- where the points are in different exchange areas	
- for the first service	\$9,082.00
- for second and subsequent services installed at the same time as the first (per service)	\$9,042.00
For a single-ended service connected to a CBD or metro/rural exchange at which an Internet Direct point of presence exists	\$3,931.00
For the take-over of a working circuit on an intact basis:	\$52.00

Radio equipment connection charges

- 3.4 If you need the service in a location where we need to provide a radio tail to your premises, an additional charge will apply for the provision of the radio equipment and radio path survey. We will tell you this cost and get your consent before we provide the radio equipment or radio path survey. You must ensure that you obtain an appropriate licence for the operation and possession of this equipment under the Radiocommunications Act 1992.
- 3.5 If one tail of a trunk/intercapital service is provided by radio, we charge you the above connection charge for providing a circuit between two points at different premises involving the use of our external network, **less** the following discount:

Discount on connection charges – one tail provided by radio	GST excl.
Discount	\$1,146.00

We charge you the connection charge, less \$7,612.00 plus an installation charge of \$6,466.00 (ie a discount of \$1,146.00).

Network extension charges

- 3.6 Where your new service will be supplied by cable and your property entry point is more than 500 metres from the nearest part of our existing network to be used to connect your service, we can charge you our fee-for-service charges to lay cable from our existing network to your property entry point. We charge you beyond the first 500 metres. We

will tell you this cost and get your consent before we start work.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

3.7 We can also charge you our fee-for-service charges where your new service will be supplied by radio and we have to install any combination of:

- (a) a new network radio tower;
- (b) new network radio equipment on an existing network structure;
- (c) a repeater section; or
- (d) a non-standard supporting structure on your premises.

We will tell you this cost and get your consent before we start work.

A standard supporting structure is a triad with a 9-metre mast that extends up to 3 metres or a similar structure that costs the same or less.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

Property extension charges

3.8 We can charge you our fee-for-service charges where we have to install trenching for cabling from the property entry point to the building entry point.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

Service extension charge

3.9 We can charge you our fee-for-service charges for installing additional or alternative cabling where you occupy premises for which our network boundary is a main distribution frame (or MDF) and:

- (a) there is no suitable spare capacity in the cabling system at the premises to extend cabling from the MDF to the location you request; or
- (b) you do not want your service to be connected through the MDF.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

Optic fibre connection charge

3.10 If you need an optic fibre cable, additional charges may apply for the provision of the fibre cable and optic equipment, where not already available in the network. We will give

you a quote for these charges before providing the service.

Materials

- 3.11 We will apply materials charges set out in individual quotations.

Withdrawing an order

- 3.12 We can charge you to withdraw an order for a Megalink service, depending on the progress of your order at the time you tell us to withdraw it. The following charges apply:

Charges for withdrawing an order		
Stage of installation		Charge payable
Stage 1	Dispatch from sales Dispatch from plant layout Order issue	30% of the total connection charges applicable
Stage 2	Transmission path building	55% of the total connection charges applicable
Stage 3	Terminal equipment provisioning Digital service packet switching test	95% of the total connection charges applicable
Stage 4	Service order finalisation	100% of the total connection charges applicable

Putting an order on hold

- 3.13 We can charge you the following percentage of the connection charges if you put an order for a Megalink service on hold, depending on the stage at which you put the order on hold. We can also charge you the applicable rental charge (less any applicable discount) for the period that you keep your order on hold after the date that you originally required the service.

Charges for placing an order on hold	
Stage of installation	Charge payable

Charges for placing an order on hold		
Stage of installation		Charge payable
Stage 1	Dispatch from sales Dispatch from plant layout Order issue	30% of the total connection charges applicable
Stage 2	Transmission path building	55% of the total connection charges applicable
Stage 3	Terminal equipment provisioning Digital service packet switching test	95% of the total connection charges applicable
Stage 4	Service order finalisation	100% of the total connection charges applicable
New Order	Starting from the date that you originally required the service until you tell us that the order can go ahead or be withdrawn.	100% of the applicable monthly charge to apply, less existing and/or agreed additional discount

- 3.14 If you tell us that the order can go ahead, then full rental and connection charges apply (less any existing and/or agreed discounts) from when your order is completed. This is in addition to the charges in the above table. These charges are in addition to the charges in the table above. If you have already paid the total connection charges applicable, but we have incurred additional installation costs as a result of you placing your order on hold, then we may recover any additional connection charges from you. We will tell you what these additional charges are before we finalise your order.

4 Monthly and other charges

General

- 4.1 The charges for the service set out below apply to services provided using existing network infrastructure. They are based on the radial distance between terminating exchanges including access charges for the tail at either end.

Monthly charges – local, urban & non-urban area services – 12-month term

- 4.2 If you have a 12-month term we charge you the following monthly charges for local, urban and non-urban area single-ended services:

Monthly charges* – single-ended local/urban/non-urban area service	GST excl.
For a single-ended service connected to a CBD or urban/non-urban exchange at which an Internet Direct point of presence exists.	\$750.00
For a single-ended service connected to any CBD or urban/non-urban exchange that is used as a standby, redundant, patch or back-up to another Megalink service including access to the Internet Direct point of presence.	\$375.00

* **For ACT customers:** If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to the amount above. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

4.3 If you have a 12-month term we charge you the following monthly charges for local, urban and non-urban area services:

Monthly charges* – local/urban/non-urban area service			
Radial distance between terminating exchanges	GST excl.	Radial distance between terminating exchanges	GST excl.
Same Exchange area – 0 km	\$1,124.88	35-39 km	\$4,364.36
Up to 500 Metres	\$1,124.88	40-44 km	\$4,647.76
Exceeding 500 metres up to 1 km	\$1,535.59	45-49 km	\$4,931.16
1 km	\$1,535.59	50-59 km	\$5,214.56
2 km	\$1,741.38	60-69 km	\$5,388.96
3 km	\$1,947.18	70-79 km	\$5,563.36
4 km	\$2,152.97	80-89 km	\$5,737.76
5 km	\$2,358.76	90-99 km	\$5,912.16
6 km	\$2,445.96	100-199 km	\$6,223.90
7 km	\$2,533.16	200-299 km	\$7,634.63
8 km	\$2,620.36	300-399 km	\$9,619.85
9 km	\$2,707.56	400-499 km	\$11,373.71

Monthly charges* – local/urban/non-urban area service			
Radial distance between terminating exchanges	GST excl.	Radial distance between terminating exchanges	GST excl.
10 km	\$2,794.76	500-599 km	\$13,590.90
11 km	\$2,881.96	600-699 km	\$15,406.67
12 km	\$2,969.16	700-799 km	\$17,222.44
13 km	\$3,056.36	800-899 km	\$19,038.20
14 km	\$3,143.56	900-999 km	\$19,467.92
15-19 km	\$3,230.76	1000-1999 km	\$19,866.95
20-24 km	\$3,514.16	2000-2999 km	\$20,989.21
25-29 km	\$3,797.56	3000-3999 km	\$22,111.48
30-34 km	\$4,080.96		

* **For ACT customers:** If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to the amount above. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

Monthly charges – intercapital services – 12-month term

4.4 If you have a 12-month term we charge you the following monthly charges for intercapital services:

Monthly charges* – intercapital services (GST excl.)							
	Melbourne (03)	Brisbane (07)	Adelaide (08)	Perth (08)	Hobart (03)	Canberra (02)	Darwin (08)
Sydney	\$6,812.50	\$6,812.50	\$9,991.67	\$10,900.00	\$10,900.00	\$5,631.67	\$20,891.67
Melbourne		\$8,175.00	\$7,720.83	\$10,900.00	\$8,992.50	\$6,176.67	\$18,075.83
Brisbane			\$10,900.00	\$13,625.00	\$13,625.00	\$10,900.00	\$18,075.83
Adelaide				\$8,629.17	\$11,808.33	\$10,900.00	\$18,075.83
Perth					\$18,075.83	\$13,625.00	\$18,075.83

Monthly charges* – intercapital services (GST excl.)							
	Melbourne (03)	Brisbane (07)	Adelaide (08)	Perth (08)	Hobart (03)	Canberra (02)	Darwin (08)
Hobart						\$10,445.83	\$18,075.83
Canberra							\$18,075.83

The boundary of each capital city is equivalent to its charge district boundary. * **For ACT customers:** If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to the amount above. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

- 4.5 If one tail of a trunk or intercapital service is provided by radio, we charge you the monthly charges set out above – less the amount of **\$645.00** (GST excl.), plus, the monthly wideband radio charge set out below.

Temporary charges – term less than 12 months

- 4.6 If you have a term of less than 12 months, we charge you double the monthly charge that would apply if you had a 12-month term (set out above), calculated for each day or part of a day that we supply you the service. A minimum charge of **\$120.00** (GST excl.) applies. Our maximum charge over your term is equal to the monthly charges payable over 12 months.
- 4.7 If you have a 12-month term and you cancel your service before the end of the term, the temporary charges set out above will apply for the whole period we supplied the service. These charges apply instead of the charges that normally apply if you have a 12-month term.

Wideband radio charges

- 4.8 We charge you the following monthly subscription charges for use of radio equipment owned by us. This service is not available to new customers.

Monthly wideband radio charges*	GST excl.
Radio 1	\$2,057.00
Radio 2	\$2,547.00
Radio 3	\$2,777.00
Radio 4	\$3,156.00

* **For ACT customers:** If your service is at an address within the ACT Government area including the

Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to the amount above. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

Private property service charges

- 4.9 We charge you the following connection and monthly charges for the Megalink 2 Mbit/s private property service:

2 Mbit/s private property service charges*	GST excl.
Connection	\$7,730.00
Monthly charge:	
- first kilometre	\$206.00
- each additional kilometre (or part)	\$75.00

* **For ACT customers:** If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to the amount above. See the [General Terms of Our Customer Terms for Small Business or Corporate customers](#) (and any other contractual arrangements you may have with us), whichever is applicable.

- 4.10 We charge you our fee-for-service charges (set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms) to remove your Megalink 2 Mbit/s private property service. The following maximum charge applies:

2 Mbit/s private property service removal charge	GST excl.
Maximum removal charge	\$3,770.00

Outdoor removal charges

- 4.11 We charge you the following outdoor removal charges to remove your service to a different address within the same exchange area or to another exchange area:

Outdoor removal charge	GST excl.
For removal of one end of a circuit to a new address involving the use of our external network:	
- within the same service exchange area:	
- for the first service	\$3,865.00

Outdoor removal charge	GST excl.
- for second and subsequent services removed at the same time as the first (per service)	\$3,825.00
- to a different exchange area:	
- for the first service	\$5,335.00
- for second and subsequent services removed at the same time as the first (per service)	\$5,295.00

- 4.12 If both ends of a Megalink service require removal, we consider this a new connection and charge you full connection charges (set out above on page 6).

Indoor removal charges

- 4.13 We charge you our fee-for-service charges to remove your service to another point in the same premises. These charges are set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

5 Service assurance

Fault reporting and repair

- 5.1 As part of Megalink, we also provide:
- (a) a 24 hour fault reporting service for telling us about service faults; and
 - (b) a maintenance and repair service for service faults during the coverage period of 7am to 9pm, Monday to Saturday, including public holidays.
- 5.2 The monthly service charge covers maintenance up to our network boundary. Maintenance of any telecommunications cabling on your premises (ie cabling beyond our network boundary) or any telecommunications equipment owned or used by you is not included.

Target response and repair times

- 5.3 Our target response and repair times only apply to service faults within our maintenance responsibilities.
- 5.4 If there is a fault in your service we aim to respond to you within two hours of you telling us about the fault (excluding time outside the above coverage period). You receive a

response from us when we tell you that we have started action to identify the fault.

- 5.5 If there is a fault in your service in an urban centre, we aim to repair your service to full working order within 12 hours of you telling us about the fault (excluding time outside the above coverage period). Our repair target is extended by one day in rural areas and by two days in remote areas.

An urban centre has a population of 30,000 or greater and includes locations up to 30 km by road from one of our service centres in capital cities and major regional and provincial centres.

A rural area is a location over 30 km but under 65 km by road from one of our service centres in capital cities and major regional and provincial centres.

A remote area is a location 65 km and over by road from one of our service centres in capital cities and major regional and provincial centres.

Temporary repairs

- 5.6 In some cases, we may perform a temporary repair, so that you can use the service before we finish a full repair. A temporary repair that lets you use the service counts as a repair for the purposes of working out our service repair obligations to you.

Emergency repairs

- 5.7 We give priority to rectifying major fault outages affecting a number of customers. If such cases arise, we may not meet our targets for repairing your service.

Faults caused by interference or you

- 5.8 We can charge you to repair the following faults:
- (a) faults caused by your interference or interference within your control;
 - (b) faults caused by your negligence; and
 - (c) faults caused due to wilful damage by you to your Megalink Service.

Service appointment times

- 5.9 We will agree service appointment times for restoring and repairing faulty services with you.

Customer Select Assurance and Maintenance Options

- 5.10 Enhanced service assurance options may be available at an additional cost to you. These offer faster response and repair targets for faults. For information in relation to our Customer Select Assurance and Maintenance Options, see the [Service Assurance and Provisioning Commitment section of Our Customer Terms](#).

FLEXPAC maintenance option

- 5.11 FLEXPAC lets you nominate response and repair targets for faults in your service. For information in relation to our FLEXPAC maintenance option, see the [Service Assurance and Provisioning Commitment section of Our Customer Terms](#).

6 Other work we do for you

- 6.1 The standard network connection charge for service activation includes work performed during our standard hours of business, which are 8am to 5pm, Monday to Friday, excluding public holidays.
- 6.2 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 \(Other work we do for you\)](#).

7 Special meanings

- 7.1 The following words have the following special meanings:

building entry point is the point where cable crosses or goes through the perimeter of your building.

metro refers to the following cities Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.

network boundary means the boundary as ascertained in accordance with section 22 of the Telecommunications Act 1997.

property entry point means:

- where we supply you the service using cable or fibre, the point where the cable or fibre enters your property; and
- where we supply you the service using radio, the base of the antenna's supporting structure on your property.