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Voice Grade Dedicated Lines section

Part A – General

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Certain words are used with the specific meanings set out below under "Special meanings" on page 12 or in the General Terms of Our Customer Terms.

1 About the Voice Grade Dedicated Lines section

Our Customer Terms

- 1.1 This is the Voice Grade Dedicated Lines section of Our Customer Terms.
- 1.2 <u>The General Terms of Our Customer Terms</u> apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Voice Grade Dedicated Lines section, then the Voice Grade Dedicated Lines section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Voice Grade Dedicated Lines 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.

Parts of the Voice Grade Dedicated Lines section

- 1.5 The Voice Grade Dedicated Lines section is divided into separate documents:
 - (a) Part A General
 - (b) Part B Voicelink C & T
 - (c) Part C Private Lines
 - (d) Part D Miscellaneous Services.

2 General

Availability of services

- 2.1 Unless otherwise agreed in writing, we have withdrawn Voice Grade Dedicated Line (VGDL) services set out in:
 - (a) Part B Voicelink C & T (Voicelink C & T services); and



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(b) Part C – Private Lines (Private Lines services),

from sale for new retail customers, new wholesale customers and new end customers of our wholesale customers.

- 2.2 On and from 1 December 2008, you will no longer be able to make adds, moves and changes to the services set out in:
 - (a) Part B Voicelink C & T (Voicelink C & T services);
 - (b) Part C Private Lines (Private Lines services); and
 - (c) Part D Miscellaneous Services.
- 2.3 On and from 31 December 2009, the services set out in:
 - (a) Part B Voicelink C & T (Voicelink C & T services);
 - (b) Part C Private Lines (Private Lines services); and
 - (c) Part D Miscellaneous Services,

will be withdrawn and no longer be provided to all customers.

- 2.4 Where we agree to provide you with services listed in Part B Voicelink C & T and Part C Private Lines, we can only provide them to you where there is suitable network infrastructure. Where suitable network infrastructure is not available, we may not be able to provide your VGDL service.
- 2.5 We have withdrawn the services in Part D Miscellaneous Services from sale. We continue to maintain these services if you already have them.

Minimum commitment and temporary services

- 2.6 You have to take the services in Part B Voicelink C & T or Part C Private Lines for at least 12 months.
- 2.7 However, we can provide the services on a temporary basis for at least one month.

Cancelling your service and temporary service charges

- 2.8 If you cancel your service after we install the service but before the end of the minimum term of 12 months, we can charge you the following:
 - (a) within 6 months after installation the monthly charge calculated at twice



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the standard rental for each day or part of a day (for at least one month);

(b) between 6 and 12 months after installation – the monthly charges for the full 12 months.

These charges also apply if you take a service on a temporary basis.

The monthly charges are set out in <u>Part B – Voicelink C & T or Part C – Private Lines of the Voice Grade Dedicated Lines section of Our Customer Terms.</u>

Equipment requirements

- 2.9 Your VGDL service will normally terminate at the main distribution frame (MDF) of your property (or near the first socket where a MDF does not exist).
- 2.10 For your VGDL service, you must:
 - (a) ensure that all terminal equipment complies with relevant Australian Communications Authority technical standards;
 - (b) ensure that all existing cabling on your premises is installed by a registered cabling service provider and complies with relevant Australian Communications Authority technical standards; and
 - (c) provide main distribution frame (MDF) accommodation, all in-building cables and cabling components (including protective earth, telecommunication reference conductor wiring surge arresters).
- 2.11 You may need to supply either 240 volts AC or 48 volts DC of power to network equipment located at your premises.

Your liability to us

2.12 You must pay us for any costs or expenses we reasonably incur in repairing or replacing our plant or equipment that is damaged, altered or interfered with as a result of connecting your equipment to our network (unless the damage, alteration or interference was caused by us connecting your equipment for you).

Fitness for purpose and quality

2.13 We do not assess the fitness for purpose, quality, compatibility or suitability for use of your equipment and any other equipment you attach to a VGDL service. You must assess these matters and whether operating the equipment will affect the integrity of our network or other services you use.



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3 Connecting a VGDL service

Provisioning times

- 3.1 For the services in Part B Voicelink C & T and Part C Private Lines, we aim generally to provide your new service within the following timeframes:
 - (a) where your specified premises are in the metropolitan area of a capital city
 15 working days after your request;
 - (b) where your specified premises are outside the metropolitan area of a capital city 18 working days after your request; or
 - (c) where additional network infrastructure is required and we have agreed to provide the service a timeframe we both agree to.

Standard connection charges

3.2 The standard charges for connecting a new VGDL service are set out in the relevant sections of Part B – Voicelink C & T and Part C – Private Lines of the Voice Grade Dedicated Lines section of Our Customer Terms.

Network extension charges

3.3 Where your property entry point is more than 500 metres from the nearest point of our existing network to be used to connect your new service, we can charge you the following network extension charge to lay cable from our existing network to your property entry point:

Network extension charge	GST excl.
For each 500 metres of cable (or part thereof) beyond the first 500 metres	\$26.00
Maximum network extension charge	\$1,400.00

Property extension charges

3.4 We can charge you the following property extension charge, where we have to install trenching for cabling from the property entry point to the building entry point. The property extension charge is made of an attendance charge plus a labour charge for each 15-minute block (for each person engaged to do work for you). For these charges see the Fee-for-Service (Other work we do for you) section of Our Customer Terms



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Service extension charge

- 3.5 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 <u>Fee-for-Service (Other work we do for you)</u> section of Our Customer Terms.

Materials

3.6 We charge you for materials we use in accordance with our individual quotations.

Withdrawing an order

3.7 You have the right to withdraw an order for your 2-Wire Point-to-Point Private Lines and Network Connected services and 4-Wire Point-to-Point Private Lines service at any time, including before it has been provisioned. However, if you do so, you must pay the charges set out in the table below. These charges are genuine pre-estimates of our losses. If you have placed an order on hold under clause 3.9 and have already paid a percentage of the total connection charges applicable under that clause, and subsequently withdraw that order, the charges set out in this clause do not apply to you.

Charges for withdrawing an order					
Stage of ins	tallation	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	Technical installation and testing	95% of the total connection charges applicable			
Stage 4	Service order finalisation	100% of the total connection charges applicable			



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3.8 For Voicelink C & T and MDATS, if you withdraw your order before the date that we both agreed that we would start providing it, we can charge you for any costs we have incurred up to the time you tell us (in writing) that you want to withdraw your order. But, we do not charge you more than your relevant connection charge.

Putting an order on hold

3.9 We can charge you the following percentage of the connection charges if you put an order for a service in Part B – Voicelink C & T or Part C – Private Lines 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 putting an order on hold				
Stage of inst	allation	Charge payable		
Stage 1	Dispatch from sales	30% of the total connection charges applicable		
	Dispatch from plant layout	charges applicable		
	Order issue			
Stage 2	Transmission path building	55% of the total connection charges applicable		
Stage 3	Technical installation and testing	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 distance rental charge to apply, less existing and/or agreed additional discount		

3.10 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.

4 Voice grade bandwidth

4.1 A VGDL service is designed and conditioned to allow transmission within the voice



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- grade bandwidth between 300Hz and 3400Hz. We do not allow VGDL services to be used for data transmission above the upper limit of the voice grade bandwidth.
- 4.2 We can make changes at any time to our network to ensure VGDL services conform to the specified voice grade bandwidth.

5 Cancelling a service used for automatic fire alarm signals

- 5.1 If you use a VGDL service to send automatic fire alarm monitoring signals from your premises to a fire brigade or fire alarm service provider:
 - (a) we can still exercise any rights we have to cancel or suspend your service under the General Terms of Our Customer Terms or under this Voice Grade Dedicated Lines section of Our Customer Terms; and
 - (b) you can only cancel your service by telling us (in writing) at least 30 days beforehand.

In both cases, you must comply with any relevant laws or regulations relating to the installation and maintenance of monitored fire alarms.

5.2 You understand that we can takes no responsibility for the consequences of your failure to comply with these terms where you do use a VGDL service to send automatic fire alarm monitoring signals from your premises to a fire brigade or fire alarm service provider.

6 Service assurance

Fault reporting and repair

- 6.1 As part of VGDL services, 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.
- 6.2 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.



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Target response and repair times

- Our target response and repair times only apply to service faults within our maintenance responsibilities.
- 6.4 If there is a fault in your service we aim to respond to you within the following times 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 identified the fault by remote diagnostics and that we have started action to rectify the fault, or that we need to send someone out on a site visit.

Fault response timeframes	Response time
For services in Part B – Voicelink C & T and Part C – Private Lines	2 hours
For services in Part D – Miscellaneous Services	8 hours

6.5 If there is a fault in your service in an urban centre, we aim to repair your service to full working order within the following times of you telling us about the fault (excluding time outside the above coverage period).

Fault repair timeframes	Repair time
For services in Part B – Voicelink C & T and Part C – Private Lines	12 hours
For services in Part D – Miscellaneous Services	18 hours

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

6.7 In some cases, we may perform a temporary repair, so that you can use the service



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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

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

- 6.9 We can charge you to repair the following faults:
 - (a) faults caused by interference to our network caused by your equipment;
 - (b) faults caused by your negligence; and
 - (c) faults caused due to wilful damage by you to your VGDL service.

Service appointment times

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

7 Other work we do for you

- 7.1 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.
- 7.2 We can apply additional fee-for-service charges:
 - (a) for miscellaneous works associated with service activation;
 - For example, access line testing or exchange line conditioning, where we carry out work at your request and where our exchange access lines have been shown to meet the transmission performance standards.
 - (b) where you request maintenance works which are outside our service assurance commitments; and
 - For example, you ask us to repair a fault outside the coverage period set out above under "Service assurance" on page 8.
 - (c) where you ask us to attend to a fault condition which is found to be in your



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equipment or cabling, unless such equipment or cabling is covered by a separate maintenance agreement with us or cabling is covered by a separate maintenance agreement with us.

- 7.3 If we need to conduct work where fee-for-service charges apply (other than for an incorrect call out), we will tell you about the charges and seek your approval before we start work. We will also give you a quotation for material charges, where applicable.
- 7.4 The fee-for-service charges are calculated as follows. We charge you an attendance charge and then a labour charge for each 15-minute block (for each person engaged to do work for you). (We may choose not to charge you the attendance fee where we are already attending one of our facilities for another reason.)

Fee-for-service charges (per person)	GST excl.
Attending your premises or somewhere else	
- Between 8am – 5pm, Mon-Fri (except public holidays)	\$60.00
- All other times	\$220.00
Labour charge (for each 15-min block)	
- Between 8am – 5pm, Mon-Fri (except public holidays)	\$20.00
- All other times	\$30.00

8 Chargeable distances between capital cities

8.1 For the purposes of calculating the monthly charge for your VGDL service between two capital cities, we use the following as the chargeable distance:

Intercapital charging distance bands (kilometres)							
	Melbourne (03)	Brisbane (07)	Adelaide (08)	Perth (08)	Hobart (03)	Canberra (02)	Darwin (08)
Sydney	700 to 799	700 to 799	1000 to 1999	3000 to 3999	1000 to 1999	200 to 299	3000 to 3999



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Intercapital charging distance bands (kilometres)							
	Melbourne (03)	Brisbane (07)	Adelaide (08)	Perth (08)	Hobart (03)	Canberra (02)	Darwin (08)
Melbourne		1000 to 1999	600 to 699	2000 to 2999	500 to 599	400 to 499	3000 to 3999
Brisbane			1000 to 1999	3000 to 3999	1000 to 1999	900 to 999	2000 to 2999
Adelaide				2000 to 2999	1000 to 1999	900 to 999	2000 to 2999
Perth					3000 to 3999	3000 to 3999	2000 to 2999
Hobart						800 to 899	3000 to 3999
Canberra							3000 to 3999

9 Special meanings

9.1 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.

designated exchange pairs means the following pairs of exchanges for the following States:

State	Designated Exchange Pairs
New South Wales	City South & Haymarket Dalley & Pitt Dalley & Kent Pitt & Kent
Victoria	Carlton & North Melbourne Batman & Lonsdale Geelong & Geelong Pivot



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State	Designated Exchange Pairs
Queensland	Edison & Spring Hill Edison & Roma Street Spring Hill & Roma Street
Tasmania	Bathurst & Davey

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

property entry point means the point where the cable enters your property (such as a fence line).

a **Voice Grade Dedicated Line or VGDL service** is any of the services we supply under the Voice Grade Dedicated Lines section of Our Customer Terms.

