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Certain words are used with the specific meanings set out on page 3 and in [the General Terms of our Customer Terms](#).

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## 1 About the Business IP section

### Our Customer Terms

- 1.1 This is the Business IP section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

### Inconsistencies

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

### References to our network

- 1.5 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 and a reference to “service” in those terms will be taken to include a reference to NBN Services.

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## 2 About Business IP

### What is Business IP?

- 2.1 Business IP is an Internet Protocol based data network solution that is comprised of IP Connectivity (but not Internet access or usage) (“**network service**”) and one or more of the following standard connections for each site:
- (a) Telstra Business IP ADSL Service, an asymmetrical digital subscriber line (ADSL) service (“**ADSL site service**”);
  - (b) Telstra Business IP Ethernet Lite Service, an Ethernet Lite service (“**Ethernet Lite site service**”);
  - (c) Telstra Business IP Frame Relay Service, a Frame Relay service (“**Frame**”);

**Relay site service”);**

- (d) Telstra Business IP Ethernet Service, a IP MAN Single Uplink, Dual Access or Fully Redundant service (“**IP MAN site service**”); or
- (e) Business IP Broadband, a service using NBN Traffic Class 4 (TC4) delivered over NBN (“**Broadband (NBN) site service**”);
- (f) Business IP Ethernet over NBN, a service using NBN Traffic Class 2 (TC2) delivered over NBN (“**Ethernet (NBN) site service**”),

each a “site service” and together, the “**site services**”. The site services together with the network service is the “**Business IP service**”.

- 2.2 If you continue to acquire a Telstra Business IP Business DSL service on or after 3 May 2010, this Business IP section of Our Customer Terms applies to your service as if references to “Ethernet Lite” were references to “Business DSL”.

**Availability**

- 2.3 Business IP is available to our retail customers throughout Australia, if network infrastructure is available. The service is not available to Telstra wholesale customers or for resale.
- 2.4 Refer to the [Ethernet Lite](#) and [Frame Relay](#) Our Customer Terms Sections for information on the cease sale, disconnection and exit of Ethernet Lite and Frame Relay.

**Minimum commitment**

- 2.5 You have to take the Business IP service for a minimum period of at least 12 months.

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## 3 Site services

**Terms on which we provide a site service**

- 3.1 Unless otherwise set out in this Business IP Section, the terms upon which we provide the:
- (a) Network services are set out in the Telstra IP Solutions section;
  - (b) ADSL site service are set out in the ADSL IP access section;
  - (c) Ethernet Lite site service are set out in the Ethernet Lite section;

- (d) Frame Relay site service are set out in the Frame Relay Services section;
  - (e) IP MAN site service are set out in the IP Solutions section; and
  - (f) Broadband (NBN) site service is set out in the NBN Access Services section; and
  - (g) Ethernet (NBN) site service is set out in the NBN Access Services section,
- in each case, of Our Customer Terms.

### **Specific terms for an ADSL site service**

The ADSL site service may not be available to all customers. ADSL service qualification information can be found on <http://register.bigpond.com/check-availability.do>. 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 the ADSL site service can be provided if you satisfy the service qualification.

- 3.2 The ADSL site service will be installed on your standard Basic Telephone Service that is provided by means of our public switched telephone network, whether such service is provided by us or another telephone company.
- 3.3 If the Basic Telephone Service that is used to provide the ADSL site service is cancelled or transferred to another location then we will not be able to provide you with the ADSL site service. It is your responsibility to cancel your ADSL site service separately. If you fail to do so, then we may continue to charge you for your ADSL site service.
- 3.4 The installation of the ADSL site service may cause temporary disruptions to your Basic Telephone Service so we cannot guarantee that your Basic Telephone Service will be continuous and fault-free.
- 3.5 You must cancel all ADSL-incompatible services that are provided on the Basic Telephone Service on which the ADSL site service is to be installed. If you fail to cancel all ADSL-incompatible services, then we will not be able to install your ADSL site service but we may start charging you the relevant fees under these terms. A list of the ADSL-incompatible services is available from us on request.
- 3.6 If you wish to install your own cabling to access ADSL, 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.

- 3.7 We may refuse to install the ADSL site service if the requirements set out in this Business IP section are not met.

### **High Speed ADSL**

- 3.8 You may select a high-speed rate-adaptive best efforts ADSL service called High Speed ADSL (if it is available to you) as your ADSL site service.
- 3.9 High Speed ADSL allows you to connect to the best possible downstream speed that is available on your line, at a price agreed with us. Your price will not be affected by the speed that is achieved by you.
- 3.10 If you obtain High Speed ADSL, we will deliver your service via ADSL1 or ADSL2+ technology (as determined by us for each service). This technology provides the following capabilities for some customers:
- (a) ADSL1: access speeds up to 8,000kbps (Downstream) and up to 384kbps (Upstream); or
  - (b) ADSL2+: access speeds up to 20,000kbps (Downstream) and up to 1,000kbps (Upstream).

You acknowledge that actual speeds may often be less and vary due to a number of factors including network configuration, line quality and length, exchange type, customer premises interference, customer location, distance from the telephone exchange, traffic and hardware and software configuration. About 50% of High Speed ADSL customers in ADSL2+ areas will have access speeds around 10,000kbps or more. About 70% of High Speed ADSL customers in ADSL1 areas will have access speeds around 6,000kbps or more.

- 3.11 In some cases, where we reasonably consider it necessary to improve network performance, we may need to reduce the maximum achievable speed on your High Speed ADSL site service (but not below 1500/256kbps) for a period we reasonably consider necessary. If this happens, we will give you notice as soon as practicable and if we are reasonably satisfied that you are materially worse off from the change, you may cancel your High Speed ADSL site service by giving us notice within 42 days of the date we notify you of the change. If you cancel your High Speed ADSL site service for this reason:
- (a) your High Speed ADSL site service will be cancelled from the date the change takes effect; and
  - (b) you will not have to pay us the applicable early termination charge (if any) but you will need to pay us for any installation fees and cost of equipment we have provided to you that you have not paid us for (as long as the equipment can be used in connection with services supplied by another provider).

- 3.12 We will deliver High Speed ADSL as a best efforts service, with no guarantee on the peak speeds achievable.

### **Specific terms for an IPMAN site service**

- 3.13 Telstra Business IP Ethernet provides national connectivity. The purchase of an additional interconnect service is not required.
- 3.14 The bandwidth options available with Telstra Business IP Ethernet are as set out in your application form or separate agreement with us.

### **Specific terms for an NBN access site service**

- 3.15 The Broadband (NBN) and Ethernet over NBN site service may not be available to all customers. We will determine the availability of the Broadband (NBN) and Ethernet over NBN site service to your Premises after we receive your application.
- 3.16 The Broadband (NBN) and Ethernet over NBN site services will be delivered using the NBN.
- 3.17 The bandwidth options available with NBN are as set out in your application form or separate agreement with us.

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## **4 Optional features**

### **Multicast VPN**

- 4.1 Multicast VPN is a feature that conserves the bandwidth of your IP VPN for the carriage of single streams of information from one or more source services to multiple active receiver services simultaneously.
- 4.2 If you have a Business IP Ethernet service, a Business IP Ethernet Lite service or a Business IP Frame Relay service, then you may obtain Multicast VPN.
- 4.3 Unless otherwise set out in this Business IP section, the terms upon which we provide Multicast VPN are set out in the Telstra IP Solutions section of Our Customer Terms.
- 4.4 You must pay additional charges for Multicast VPN. The applicable charges are set out in the Telstra IP Solutions section of Our Customer Terms.
- 4.5 If you have a Business IP Ethernet Lite service or a Business IP Frame Relay service, you cannot send more than 50% of the nominated bandwidth for your site service as Multicast traffic. For example, if you have a Telstra Business IP Frame Relay service with 1024kb/s access speed, you cannot send more than 512kb/s bandwidth as Multicast traffic.

- 4.6 If you have a Business IP Ethernet service, you cannot send more than the nominated bandwidth for your site service as Multicast traffic.
- 4.7 You cannot send more than 2Mbps of Multicast traffic from any single site service.

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## 5 Service levels

- 5.1 We aim to meet the service levels set out in this Business IP section. However, these service levels are only indicative and we do not guarantee that we will meet these service levels.

### Service levels

- 5.2 The service levels for the ADSL site service, the Ethernet Lite site service and the Frame Relay site service are:

- (a) Data Transfer Standard - the data transfer class of service applicable to IP WAN; or
- (b) Dynamic - the dynamic class of service applicable to IP WAN will apply.

- 5.3 The service levels for IPMAN site service are:

- (a) Data Transfer Standard - the data transfer class of service applicable to IP MAN; or
- (b) Dynamic - the dynamic class of service applicable to IP MAN will apply.

- 5.4 A full description of the data transfer class of service and the dynamic class of service, and the terms and conditions relating to those classes of service, is set out in the Telstra IP Solutions section of Our Customer Terms.

- 5.5 The service levels for the NBN site service are set out in the NBN access service section of Our Customer Terms.

### Response and restoration target times

- 5.6 The Service Assurance Levels are indicative of our targets for response and restoration times of the Services.

- 5.7 The standard Service Assurance Level:

- (a) for the Telstra Business IP ADSL Service is set out in the ADSL IP access section of Our Customer Terms;
- (b) for the Telstra Business IP Ethernet Lite Service is Business;

- (c) for the Telstra Business IP Frame Relay Service is Business Plus;
  - (d) for the associated IP WAN port of the Telstra Business IP service is Business Plus; and
  - (e) for Telstra Business IP Ethernet is Business Plus.
- 5.8 The terms upon which we provide services at the Business and the Business Plus Service Levels are set out in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.
- 5.9 To avoid doubt, the IP WAN Service Assurance Levels do not apply to the site services.
- 5.10 If you are entitled to a Service Rebate, you must claim the Service Rebate within 60 days of becoming entitled to it. You waive your right to claim the Service Rebate if you do not claim the Service Rebate within this time period.

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## 6 Fees and charges

- 6.1 Installation fee for service charges:

Any additional work done on your premises to install any part of the service	Fee for service as quoted at time of installation
Non standard installation and connection applies to difficult locations, terrain, dwelling unit obstacles or commercial premises	Fee for service as quoted at time of installation

- 6.2 You agree to pay all the applicable fees and charges incurred in respect of your Business IP service. Apart from the charges described below, the fees and charges for your Business IP service are as set out in your application form or separate agreement with us.
- 6.3 All fees and charges in this Business IP section and in your application form or separate agreement with us are exclusive of GST unless otherwise stated.

### Upgrade fees

- 6.4 You must pay the applicable fee as set out below if you increase or decrease your site access speed:



Site Service	Upgrade fee (GST excl)
ADSL	\$100 per site
Ethernet Lite and Frame Relay	\$280 per site
Ethernet	\$250 per site
Broadband (NBN) and Ethernet over NBN	\$280 per site

### Additional charges

- 6.5 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).
- 6.6 If you have an NBN Access Service, miscellaneous charges set out in the NBN section of Our Customer Terms may apply.

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## 7 Cancellation and termination

### Cancellation

- 7.1 Without limiting any of our rights, we may immediately cancel your Business IP 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.

### Early termination charge

- 7.2 You must pay the relevant early termination charge as set out below if you cancel your Business IP service (or any part of it) before the expiry of the minimum period of 12 months for any reason other than:
- (a) a cancellation due to our breach; or
  - (b) a cancellation by us without your default in accordance with the [General](#)

### [Terms of Our Customer Terms.](#)

Site Service	Early termination charge
ADSL	\$20 per month (excl. GST)/\$22 per month (incl. GST) (or part thereof) per Site Service from the date of cancellation to the end of the date that is 12 months from when you start receiving the service.
Ethernet Lite & Frame Relay	\$150 per month (excl. GST)/\$165 per month (incl. GST) (or part thereof) per Site Service from the date that is 12 months from when you start receiving the service.
Ethernet	The cancellation charge is 85% of A x B where:  A is the monthly access bandwidth charge at the 10Mbit/s rate; and  B is the number of months from the date of cancellation until the end of the minimum term of 12 months
Broadband (NBN) and Ethernet over NBN	The cancellation charge is 85% of A x B where:  A is the monthly access bandwidth charge; and  B is the number of months from the date of cancellation until the end of the minimum term of 12 months

- 7.3 The early termination charge is a genuine pre-estimate of the loss that we are likely to suffer.

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## 8 Changes and additional services

- 8.1 You may make changes to your existing Business IP service 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](http://www.telstra.com.au/ipsolutions).

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## 9 Special meanings

- 9.1 If you apply for a Business IP service before 1 June 2012, the charges you pay for

your service are based on the following zones, as defined in clause 9.3:

- (a) CBD;
- (b) Metropolitan area or Metro;
- (c) Regional area; and
- (d) Urban area

9.2 If you apply for a Business IP service on and from 1 June 2012, the charges you pay for your service are based on the zone advised to you when you apply for the service, and from time to time.

9.3 The following words have the following special meanings:

**ADSL** means asymmetrical digital subscriber line.

**Ethernet Lite** has the meaning given to it in the Ethernet Lite section of Our Customer Terms.

**Business** means coverage 7am - 9pm Monday to Saturday (including Public Holidays) and has the meaning given to it in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.

**Broadband (NBN)** has the meaning given to it in the NBN Access Services section of Our Customer Terms.

**Ethernet over (NBN)** has the meaning given to it in the NBN Access Services section of Our Customer Terms.

**Business plus** option means coverage 24 hours a day, 7 days a week and has the meaning given to it in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.

**CBD** has the meaning set out in Part B – IP Networking Services of 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 Business IP.

**Frame Relay** has the meaning given to it in the Telstra Frame Relay Services Section of Our Customer Terms.

**IP MAN** 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 Telstra IP

Solutions section of Our Customer Terms.

**Metropolitan area** or **Metro** has the meaning set out in the Connect IP section of Our Customer Terms.

**NBN Co** means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.

**NBN** means the fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any related body corporate of NBN Co) and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

**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.

**Regional area** has the meaning set out in Part B – IP Networking Services of the IP Solutions section of Our Customer Terms.

**Service rebate** has the meaning given to it in the Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms.

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

**Urban area** has the meaning set out in the Connect IP section of Our Customer Terms.