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Certain words are used with the specific meanings set out below under “Special meanings” on page 9 and in [the General Terms of Our Customer Terms](#).

1 About the Broadband IP Access section

Our Customer Terms

- 1.1 This is the Broadband IP Access 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 Broadband IP Access section, then the Broadband IP Access section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Broadband IP Access 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 What is the Broadband IP Access service?

What is Broadband IP Access?

- 2.1 Broadband IP Access is a passive fibre optic cable network access product available to our corporate customers solely as a connecting service into IP WAN.

Line speeds

- 2.2 Broadband has upstream speeds of up to 512 kbit/s and downstream speeds of up to 8Mbit/s.
- 2.3 The specified upstream and downstream speeds in the tables setting out end user connection charges and end user monthly access charges are indicative maximum line speeds only. We do not promise that the specified speeds will be achieved at all times.

Line speed is the bit rate of the transmission link including all overheads associated with providing higher level protocols such as IP.

- 2.4 Our Broadband network (that connects your end users to you) is a best efforts network, shared by many end users. The shared nature of our Broadband network means that throughput will vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users.

What it can and cannot be used for

- 2.5 Broadband IP Access supports applications such as Internet browsing (downloading web-pages, using email, sending and receiving file attachments and limited video and music streaming).
- 2.6 We do not promise successful data transmission using Broadband IP Access. Temporary interruptions and packet loss may occur from time to time. Broadband IP Access is not suited to applications that are sensitive to delay, delay variation or packet loss (such as voice or real time video streaming) or require high volume continuous file transfers.

Connecting service for IP WAN

- 2.7 Notwithstanding the provisions of Part B (IP Networking Services) of the IP Solutions Section of Our Customer Terms, Broadband IP Access can be used as a connecting service for an IP WAN standard connection or IP WAN redundant connection.
- 2.8 We will charge you the following monthly charges for each IP WAN standard connection that is connected using Broadband IP Access.

IP WAN MONTHLY PORT CHARGE BROADBAND IP ACCESS		
SPEED DOWNSTREAM /UPSTREAM	CLASS OF SERVICE	
	DATA TRANSFER (GST EXCL.)	DYNAMIC (GST EXCL.)
1.5 Mbit/s / 256 kbit/s	\$190.40	\$247.52
8 Mbit/s / 512 kbit/s	\$205.00	\$265.00

3 Connecting a Broadband IP Access service

Availability - service qualification

- 3.1 The Broadband IP Access service is only available to retail customers within the South Brisbane (SOTH) Exchange Service Area (ESA).
- 3.2 Our liability to you for your reliance upon the service qualifications (including the costs of any equipment bought) is set out in the General Terms section of Our Customer Terms or your separate agreement with us.

A Basic Telephone Service is needed

- 3.3 We will only install Broadband IP Access:
- (a) on a standard Basic Telephone Service that is provided over a passive fibre optic network by means of our public switched telephone network, whether such service is provided by us or another telephone company; and
 - (b) if the end user is also the end-user of that Basic Telephone Service line.
- 3.4 We will immediately cancel Broadband IP Access (without giving any warning to you and to each of your end users) if:
- (a) the Basic Telephone Service line on which Broadband IP Access is installed is cancelled or transferred to another location;
 - (b) the service ceases to be a Basic Telephone Service that is provided over a passive fibre optic network by means of our public switched telephone network; or
 - (c) if the end user is not the end user of the Basic Telephone Service line.
- 3.5 Our liability to you or each end user (and your responsibility) arising from the cancellation of Broadband IP Access is set out in the General Terms section of Our Customer Terms.
- 3.6 By applying for Broadband IP Access, you:
- (a) confirm that the end user of that Broadband IP Access is also the end-user of the Basic Telephone Service Line on which Broadband IP Access is to be installed;
 - (b) acknowledge that the installation of Broadband IP Access may cause temporary disruption in your and the end users' Basic Telephone Service;
 - (c) consent to us cancelling all Broadband IP -incompatible services on the Basic Telephone Service lines on which Broadband IP Access is to be installed; and
- A list of the Broadband IP Access-incompatible services is available from us on request.
- (d) release and indemnify us from (ie pay us for) all liability (including liability from claims by third parties) arising from the disruption in the Basic Telephone Service services, cancellation of all Broadband IP Access-incompatible services and possible breaches of the [Customer Service Guarantee Standard](#).

Equipment and cabling

- 3.7 All equipment that you or your end users provide must be certified for use with our Broadband IP Access service and must be approved by the Australian Communications & Media Authority.
- 3.8 You must tell us about the equipment and Broadband IP Access configuration in relation to you and each end user so that Broadband IP Access may be set with compatible configurations throughout the network.
- 3.9 If you do not identify the correct configuration, you will be liable to us for any expenses we incur relating to the identification of the fault and reconfiguring Broadband IP Access. 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.
- 3.10 We can cancel Broadband IP Access immediately (without giving any warning to you or your end user) if we determine that your equipment or your end user's equipment interferes with our network or systems.
- 3.11 You must pay us any costs and expenses we incur in replacing or repairing our plant, equipment or other property that is damaged or destroyed at any time as a result of:
- (a) equipment that you provide or your end users provide to our network or
 - (b) any change to or interference by the equipment with any of our property.
- 3.12 We will connect your own existing cabling or that of your end users to the 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.
- 3.13 You must (at your cost) give us 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.

End user connection charges

- 3.14 We charge you the following connection charge for completing a connection to our Broadband IP exchange up to our network boundary:

End user connection charges (per service)	GST excl.
Up to 1.5 Mbit/s (downstream) / 256 kbit/s (upstream)	\$195.00
Up to 8 Mbit/s (downstream) / 512kbit/s (upstream)	

Withdrawing your order

- 3.15 If you withdraw your order for the service, we can still charge you all costs we reasonably incur in relation to the service up to the time that you withdraw your order.

4 Access and features charges

End user monthly Access charges

- 4.1 We charge you the following monthly end user access charges in advance. You must pay the first monthly payment on completion of the connection to our exchange up to our network boundary.

End user monthly Access charges (per service)	
Speed	GST excl.
Up to 1.5 Mbit/s (downstream) / 256 kbit/s (upstream)	\$125.00
Up to 8 Mbit/s (downstream) / 512kbit/s (upstream)	

5 Changing your service

Change of customer lessee

- 5.1 We charge you the following charge for changing the end user of a service.

Change of end user charge	GST excl.
For each end user	\$195.00

Minor changes

- 5.2 We charge you the following for minor changes to your service:

Minor change charge	GST excl.
For each change	\$50.00

6 Service assurance

Fault repair

- 6.1 We repair faults in Broadband IP Access up to our network boundary between 8.00am – 5.00pm, Monday – Friday, excluding public holidays. This is covered by the end user access charges.
- 6.2 The repair of faults caused by any reckless, wilful or negligent action or omission of you or your end users or another person using Broadband IP Access are not covered by the end user 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

- 6.3 If you or your end users ask us, we can also repair a faulty Broadband IP Access outside our standard business hours of 8am to 5pm Monday to Friday (excluding public holidays) and charge you an after hours charge. We will tell you what the applicable after hours charge is before starting work.

Fault reporting by you

- 6.4 You must report the details of a suspected fault to our Corporate Service Centre on telephone number 132255 (or such other numbers as we tell you).

Fault reporting by end users

- 6.5 End users must first 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	\$50.00

Target repair times

- 6.6 We aim to repair a Broadband IP Access service as following:
- (a) where the Broadband IP Access service is in an urban area - within one working day;
 - (b) where the Broadband IP Access service is in a major or minor rural area - within two working days; and
 - (c) where the Broadband IP Access service is in a remote area - within three working days.

The South Brisbane Exchange Service Area is in an urban area, so the urban area target repair times will apply.

Incorrect callout charge

- 6.7 We will charge you the following incorrect callout charge if you or your end users report a fault in Broadband IP Access and ask us to attend a site to repair it, and we determine that there is no fault with Broadband IP Access (eg 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 outside our network boundary

- 6.8 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 or your end users ask us to repair a fault located outside our network boundary, or to install filters and/or splitters.

7 Equipment

- 7.1 We are not responsible for the operation of any equipment or applications connected to your services that you or someone other than us supplies.
- 7.2 Broadband IP Access and any equipment that we install does not support extensions to buildings which are outside the premises in which we installed the equipment.
- 7.3 You have to ensure that:
- (a) we can access the equipment we install at your premises at any time we reasonably ask to; and
 - (b) the equipment we install is not covered in any way that prevents air circulating around the equipment.
- 7.4 All cabling and your equipment on your side of the service boundary point is your responsibility.

Service boundary point means the point to which the Broadband IP Access service is provided, being your side of the ONT.

8 Special meanings

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

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

our **network boundary** is located at the network termination device.

network termination device is marked (in some form) with "network termination device" or "NTD". The device, in the premises where the Basic Telephone Service is supplied, is used to provide the termination point for our lead-in cable and also to terminate the property's customer cabling.