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Our Customer Terms

Connect IP Broadband Section

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Certain words are used with the specific meanings set out on pages 16-17 and in [the General Terms of our Customer Terms](#).

1 About the Connect IP Broadband section

Our Customer Terms

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

What is Connect IP Broadband?

- 2.1 Connect IP Broadband is an Internet Protocol based data network solution that is comprised of a Basic Internet Gateway that provides IP connectivity to Telstra Internet Direct starting at 64Kbit/s up to 2048 Kbit/s (but not Internet access or usage) (“**network service**”) and a passive fibre optic cable network access connection (“**Broadband site service**”). The Broadband site service together with the network service is the “**Connect IP Broadband service**”.
- 2.2 In addition to the Broadband site service, you may also apply for a Connect IP Broadband Next G® back up service as a service backup if your primary access fails (“**CIP Next G® Back Up**”).
- 2.3 The IP WAN services are provided on the terms and conditions set out in the IP Solutions section of Our Customer Terms.

- 2.4 You may also select one or more of the optional features described below in this Connect IP Broadband section.

What is a Basic Internet Gateway?

- 2.5 A Basic Internet Gateway provides IP connectivity to Telstra Internet Direct starting at 64Kbit/s up to 2048 Kbit/s.
- 2.6 You must have and maintain a Telstra Internet Direct service to obtain an Internet gateway package as set out in the Internet Solutions section of Our Customer Terms. If you no longer have a Telstra Internet Direct service, then we will stop providing your Internet gateway package.
- 2.7 You acknowledge that you are responsible for providing us with information so that we can configure your Internet gateway package. Once we have provided you with your Internet gateway package, you will have the ability to change the configuration. You will be responsible for any changes to the configuration that you request or make.
- 2.8 The features of a Basic Internet Gateway are set out in the following table. Features that are:
- (a) marked “Standard” are included with a Basic Internet Gateway; and
 - (b) marked “Optional” can be obtained with a Basic Internet Gateway for an additional charge as set out in the IP Solutions section of Our Customer Terms.

Internet gateway package feature	Basic Internet Gateway Package
Firewall Portal Access	Standard
Firewall Reporting	Standard
Client to Site	Optional
Managed RADIUS (Shared)	Optional
Managed RADIUS (Customer)	Optional

- 2.9 You can choose to upgrade your Basic Internet Gateway to one of the following packages:
- (a) standard Internet gateway package;
 - (b) enhanced Internet gateway package; and
 - (c) premium Internet gateway package.
- 2.10 A list of the features of each Internet gateway package and the applicable terms and conditions, including charges, for the packages and features are set out in the [IP Solutions Section](#) of Our Customer Terms.

Availability

- 2.11 Connect IP Broadband is available to our retail customers, only in the South Brisbane (SOTH) Exchange Service Area (ESA). The service is not available to Telstra wholesale customers or for resale.

Minimum commitment

- 2.12 You have to take the Connect IP Broadband service for a minimum period of at least 24 months.

Configuration

- 2.13 We will configure the Connect IP Broadband service in accordance with the network diagram designed by us.

Network design

- 2.14 If we design your network service, then all intellectual property rights connected with the design of your network service, including any intellectual property rights relating to:
- (a) network diagrams;
 - (b) management IP addresses; and
 - (c) supplied equipment configurations,

remain with us at all times, and all information relating to the design of your network service, including the information identified in paragraphs (a) to (c), is our confidential information.

Target provisioning time

- 2.15 We will aim, but we make no guarantees, to provision a new Connect IP Broadband service involving standard installation and connection within the following time periods:
- (a) for installation in an Urban area, twenty-five business days from the day we tell you that we have processed your application; and
 - (b) for installation in all other areas, forty business days from the day we tell you that we have processed your application.

The South Brisbane ESA is an Urban area.

- 2.16 Standard installation of a new Connect IP Broadband service includes the following:
- (a) configuration and installation of the supplied equipment;
 - (b) exchange and field line work as described in the relevant Broadband IP Access section of Our Customer Terms; and
 - (c) service commissioning where we will remotely ensure that the Connect IP Broadband service is reachable.
- 2.17 Our standard installation is done during business hours. We may charge you an additional fee if you ask us to install your Connect IP Broadband service outside of our standard installation.
- 2.18 You must provide us with sufficient and timely access to your site when we request access to install your Connect IP Broadband service. If you do not provide us with sufficient and timely access, then:
- (a) we will not be able to install your Connect IP Broadband service;
 - (b) we will not be liable for any installation delays; and

- (c) we may charge you for any reasonable costs incurred by us in rescheduling your site installation.

2.19 Standard installation of a new Connect IP Broadband service does not include:

- (a) patching of equipment to your existing cabling infrastructure;
- (b) the provisioning of racking or supporting structure to house the supplied equipment;
- (c) any MAN, WAN or LAN cabling; and
- (d) any additional works required at your premises.

2.20 From time to time, you may need to perform the work described above in order to satisfy your obligations in relation to the supplied equipment. We will inform you if this additional work is required and you may ask us to perform this work for you at an additional charge that we will notify you of at the time you ask us to perform the work.

2.21 If you have not completed the additional work required and we have to reschedule your site installation, then we may charge you for any reasonable costs incurred by us.

Terms on which we provide a site service

2.22 Unless otherwise set out in this Connect IP Broadband Section, the terms upon which we provide the:

- (a) network services are set out in the Telstra IP Solutions section;
- (b) Broadband site service are set out in the Broadband IP Access section;
- (c) CIP Next G® Back Up service are set out in Part G of the Mobile Services section,

in each case, of Our Customer Terms.

Specific terms for a Broadband site service

- 2.23 The Broadband site service will be installed on your standard Telstra Basic Telephone Service that is provided over a passive fibre optic network by means of our public switched telephone network provided by us.
- 2.24 If the Basic Telephone Service that is used to provide the Broadband site service is cancelled or transferred to another location, or ceases to be a Telstra Basic Telephone Service, then we will not be able to provide you with the Broadband site service. It is your responsibility to cancel your Broadband site service separately. If you fail to do so, then we may continue to charge you for your Broadband site service.
- 2.25 The installation of the Broadband site service may cause temporary disruptions to your Basic Telephone Service.
- 2.26 You must cancel all Broadband -incompatible services that are provided on the Basic Telephone Service on which the Broadband site service is to be installed. If you fail to cancel all Broadband-incompatible services, then we will not be able to install your Broadband site service but we may start charging you the relevant fees under these terms. The following plans, features and products are Broadband-incompatible:
- (a) all ISDN services and plans;
 - (b) pulse dialling; and
 - (c) dedicated EFTPOS.
- 2.27 We will connect your own existing cabling or that of your end users to the Broadband site service if:
- (a) it has been installed by a registered cabling contractor; and
 - (b) it has been installed to, and continues to meet, the minimum technical requirements determined by the Australian Communications and Media Authority.
- 2.28 We may refuse to install the Broadband site service if the requirements set out in this Connect IP Broadband section are not met.

Specific terms for a CIP Next G® Back Up service and a Next G® site service

- 2.29 You need to have a Connect IP Broadband service and meet minimum technical requirements to obtain the CIP Next G® Back Up service.
- 2.30 If you are an existing Connect IP Broadband customer and wish to apply for a CIP Next G® Back Up service, you must acquire the CIP Next G® Back Up service for the remaining minimum term of your Broadband site service. If you are a new Connect IP Broadband customer, you must acquire the CIP Next G® Back Up service for the same minimum term as your Broadband site service.
- 2.31 The CIP Next G® Back Up service is comprised of Next G® compatible wireless equipment with a Connect IP Broadband service and a mobile data plan.
- 2.32 As part of your CIP Next G® Back Up service, we will provide a compatible router and interface card and the terms applicable to supplied equipment within this section of Our Customer Terms apply. You may need to purchase an antenna and cabling from us, depending on the Telstra Next G® coverage available at your site. We will provide you with advice and pricing on suitable antenna models and cabling for your CIP Next G® Back Up service if applicable.
- 2.33 You must have a suitable Telstra Next G® mobile data plan for your CIP Next G® Back Up service. You acknowledge that the customer select assurance level you apply for will determine the associated data plan. Unless otherwise set out in this section of Our Customer Terms, the terms for your data plan are set out in the Mobile Services section (Part G) of Our Customer Terms.
- 2.34 For your CIP Next G® Back Up service, you must have at least one IP WAN Wireless port service for every network being connected. The terms for your IP WAN Wireless Port (including pricing) are set out in Part B - IP Networking Services of the IP Solutions section of Our Customer Terms.
- 2.35 The CIP Next G® Back Up service is only available in areas where the Telstra Next G® network is available. Information on availability of the Next G® network can be found on <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>. The availability information is indicative only so you should not rely on it and we do not guarantee that the CIP Next G® Back Up service can be provided if you satisfy the service qualification.
- 2.36 You may request a site survey prior to obtaining the CIP Next G® Back Up service to determine the availability of the Telstra Next G® network. If you ask us to

conduct the site survey, we may conduct the site audit for an additional charge which we will inform you at the time you apply for the survey.

2.37 We do not guarantee the availability of your CIP Next G® Back Up service in required locations or any service level or service target associated with the Next G® network as part of your CIP Next G® Back Up service.

2.38 You must:

- (a) in relation to your CIP Next G® Back Up service, comply with the Fair Play Policy set out in Part A of the Mobile Services section of Our Customer Terms;
- (b) not alter the configuration of your CIP Next G® Back Up service without our prior consent;
- (c) not use the CIP Next G® Back Up service as a primary access; and
- (d) only use the CIP Next G® Back Up service as a service back up for the period of time that your primary access into your network has failed.

We may suspend or cancel your CIP Next G® Back Up service, or a component of this service, if you do not use your service in accordance with this clause.

2.39 You acknowledge that the Telstra Next G® network is a shared network and therefore throughput and latency is impacted by the amount of users and traffic. We do not guarantee throughput of data.

3 Supplied equipment

Equipment we will supply

3.1 We will supply you with one router at each site (“**supplied equipment**”).

Your obligations

3.2 You are responsible for the security of the supplied equipment once it is delivered to the site. If the supplied equipment is delivered to you prior to installation, you are responsible for making the supplied equipment available for installation. If the supplied equipment is not available for installation or if your site is not ready for installation and as a result we need to reschedule installation, we may charge you an additional charge that reflects the additional costs we have incurred.

3.3 You:

- (a) must only use the supplied equipment with the Connect IP Broadband service and in accordance with our directions;
- (b) must provide proper accommodation for the supplied equipment including:
 - (i) a double power point within 1 metre of the supplied equipment prior to the date that the supplied equipment is to be installed;
 - (ii) racks or shelving in a clean, dust free, temperature controlled environment;
 - (iii) minimising electrostatic interference with the supplied equipment; and
 - (iv) a secure and dry environment for the supplied equipment where it is safe from damage or loss;
- (c) must comply with our directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
- (d) must 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;
- (e) must not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except by us or by a person authorised by us; and
- (f) must 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 Connect IP Broadband section.

Defects

- 3.4 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 3.3 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

- 3.5 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

- 3.6 You agree to permit us or our subcontractors to enter your premises on reasonable notice to install, 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 installation, inspection, maintenance, repair, replacement or removal.
- 3.7 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

- 3.8 No title in the supplied equipment passes to you at any time, except as otherwise provided in this section of Our Customer Terms.
- 3.9 If you have a Connect IP Broadband service, title in the associated supplied equipment passes to you when:
- (a) the minimum term for that site service expires; or
 - (b) you cancel your site service before the minimum term for that site service expires and you have paid to us any relevant early termination charges.

4 Optional features

Management services

- 4.1 If your service level at a site is Managed or Managed End to End DCoS for the Broadband site service for that site, then your Broadband site service will include the following management services:

- (a) incident monitoring and event notification; and
- (b) the provision of monthly reports containing information regarding the availability, latency and throughput of your Broadband site service.

4.2 Incident monitoring and event notification is comprised of:

- (a) the maintenance of a database by us that contains your contact details and details relating to your sites, supplied equipment and network service configuration;
- (b) the monitoring, management and recording of any incidents that are notified to us by your technical administrator or detected automatically by us via our SNMP polling;
- (c) the monitoring of requests for minor alterations to your Connect IP Broadband service; and
- (d) notification of planned outages.

Additional management services

4.3 You may choose to receive additional management services, such as:

- (a) simple software reconfiguration changes including:
 - (i) adding or modifying an access list;
 - (ii) adding or modifying traffic shaping;
 - (iii) adding or modifying a Frame Relay route;
 - (iv) modifying a priority list or queuing mechanism;
 - (v) opening or closing access to existing ports in a router in the network;
 - (vi) modifying bandwidth statements (this does not include IOS upgrades); and
 - (vii) adding or modifying your LAN address;
- (b) complex software reconfiguration changes including:
 - (i) security or access control changes to modify your access to the router;

- (ii) SNMP or management changes to modify access to the router;
 - (iii) adding any new queuing or priority assignments;
 - (iv) network wide changes requiring project management;
 - (v) adding a new routing protocol or changing routing protocols; or
 - (vi) adding a new routed protocol;
- (c) network design consultancy; and
- (d) supply of network data or audit.
- 4.4 If after initial installation you request additional management services, then we may charge you additional charges. The additional charges are calculated at the applicable rate set out in our Price List as notified to you for the actual time spent providing the service, except for simple and complex software reconfiguration changes. The fees applicable to simple and complex software reconfiguration changes are set out below.

Restricted topology service

- 4.5 Restricted topology is a network feature that allows you to place restrictions on IP flows over the Connect IP Broadband network in order to create a specific virtual private network topology.
- 4.6 The complexity or number of restrictions that are possible for your Connect IP Broadband service may be limited due to technical reasons that we will advise you of at the point in time at which you apply for the restricted topology feature.
- 4.7 We do not charge you for the restricted topology service. However, if you activate or make changes to your restricted topology services after the initial installation of your Connect IP Broadband service, then you will be charged the fees applicable for complex software reconfiguration changes set out below.

5 Service levels

- 5.1 We aim to meet the service levels set out in this Connect IP Broadband 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 Broadband site service are:
- (a) Standard - the data transfer class of service applicable to IP WAN;
 - (b) Managed - the data transfer class of service applicable to IP WAN and the management services service levels will apply; or
 - (c) Managed End to End DCoS (for site access speeds other than 30Mbps/1Mbps) – the dynamic class of service applicable to IP WAN and the management services service levels will apply.
- 5.3 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](#).
- 5.4 If you change your router configurations or settings in your dynamic class of service in your IP WAN network after the relevant site service has been provisioned, then we may charge you a fee that we will tell you about at that time.

Response and restoration target times

- 5.5 The Service Assurance Levels are indicative of our targets for response and restoration times of the Connect IP Broadband service.
- 5.6 The standard Service Assurance Level for the Telstra Connect IP Broadband service is Business.
- 5.7 The terms upon which we provide services at the Business Service Level are set out in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).
- 5.8 Enhanced Service Assurance Levels may be available to you upon application to us. Additional charges apply.
- 5.9 To avoid doubt, the IP WAN Service Assurance Levels do not apply to the Connect IP Broadband service.
- 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.

6 Fees and charges

6.1 You agree to pay all the applicable fees and charges incurred in respect of your Connect IP Broadband service. Apart from the charges described below, the fees and charges for your Connect IP Broadband service are as set out in the Price List as notified to you.

6.2 All fees and charges in this Connect IP Broadband section and in the Price List are exclusive of GST unless otherwise stated.

Upgrade fees

6.3 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)
Connect IP Broadband	\$110.00 per site

Fees for software reconfiguration changes

6.4 You must pay the applicable fee as set out below if you make simple software reconfiguration changes and/or complex software reconfiguration changes:

Service	Fee (GST excl)
Simple software reconfiguration changes only	\$100.00 for all simple changes you make at the same time.
Complex software reconfiguration changes only	\$280.00 for all complex changes you make at the same time.
A combination of simple software reconfiguration changes and complex software reconfiguration changes	\$280.00 for all simple and complex changes you make at the same time.

Additional charges

6.5 You agree to pay a call out fee 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),

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.

7 Cancellation and termination

Cancellation

7.1 Without limiting any of our rights, we may immediately cancel your Connect IP Broadband service (or any part of it) if, despite providing reasonable notice in the circumstances:

- (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 Connect IP Broadband service (or any part of it) before the expiry of the minimum period of 24 months for any reason other than:

- (a) a cancellation due to our breach;
- (b) a cancellation by us without your default in accordance with the [General Terms of Our Customer Terms](#);
- (c) a cancellation under 7.3 below; or
- (d) your separate agreement with us.

Site Service	Early termination charge (GST excl)
Connect IP Broadband	\$20.00 per month (or part thereof) per Site Service from the date of cancellation to the end of the date

	which is 24 months from when you start receiving the Site Service.
CIP Next G ® Back Up service	<p>65% of A x B</p> <p>A – Monthly Back Up fee (for CIP Next G ® Back Up service)</p> <p>B – number of months from the date of cancellation until the end of the minimum term for the CIP Next G® Back Up</p> <p>plus:</p> <p>(a) any installation fees we have waived or you have not paid us for; and</p> <p>(b) 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).</p>

- 7.3 You will not be required to pay any early termination charges if you migrate your Connect IP Broadband service to a Connect IP service on compatible infrastructure which is available in the South Brisbane Exchange Service Area.
- 7.4 The early termination charge is a genuine pre-estimate of the loss that we are likely to suffer.

8 Changes and additional services

- 8.1 You may make changes to your existing Connect IP Broadband 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; or
 - (c) using the online change request tool.

9 Special meanings

The following words have the following special meanings:

Broadband refers to a passive fibre optic cable network access connection.

facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Connect IP Broadband.

IP WAN Standard Connection has the meaning given to it in the [Telstra 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.

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 Connect IP Broadband service, or to which the Connect IP Broadband service is supplied.

Price List means the Connect IP Broadband price list as notified to you.

Service Rebate has the meaning given to it in the [Telstra Service Assurance and Provisioning Commitment section of Our Customer Terms](#).

SNMP means simple network management protocol, the ISO standard protocol for transfer of information relating to the status or health of equipment contained in the network.

Urban area means an area with a population of at least 10,000.