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Certain words are used with the specific meanings set out on page 12 and in [the General Terms of our Customer Terms](#).

1 About the Telstra Secure (FTTP) section

Our Customer Terms

- 1.1 This is the Telstra Secure (FTTP) 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 Telstra Secure (FTTP) section, then the Telstra Secure (FTTP) section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Secure (FTTP) 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 Telstra Secure (FTTP)

What is Telstra Secure (FTTP)?

- 2.1 Telstra Secure (FTTP) is an Internet Protocol based data network solution for the delivery of security alarm monitoring services. It uses a dedicated security network that transmits alarm information between end user sites and head end control rooms. Telstra Secure (FTTP) is comprised of IP WAN (the “**network service**”) and one or more of the following connection and access services for each site:
 - (a) an IP WAN standard connection using Broadband IP access (a “**wireline site service**”);
 - (b) an IP Wireless connection (a “**wireless site service**”); or
 - (c) each of the connection and access services in (a) and (b) (a “**dual path site service**”),

(each a “**site service**”). The site services together with the network service, the VPN connectivity and the supplied equipment is “**Telstra Secure (FTTP)**”.

Dual path site services

- 2.2 Any terms (other than pricing) that apply to a wireline site service will apply to the wireline site service component of a dual path site service.

2.3 Any terms (other than pricing) that apply to a wireless site service will apply to the wireless site service component of a dual path site service.

2.4 The prices we will charge you for a dual path site service are set out separately in this section of Our Customer Terms.

Eligibility

2.5 Telstra Secure (FTTP) is not available to Telstra Wholesale customers or for resale.

Availability

2.6 The site services may not be available in all locations:

(a) For wireline site services using Broadband IP access (including where the wireline site service is a component of a dual path site service), this will only be available in the South Brisbane (SOTH) Exchange Service Area.

(b) For wireless site services, service qualification information can be found: on <http://www.telstra.com.au/mobile/networks/coverage/maps.cfm>.

The service qualification is indicative only so you should not rely on it.

2.7 Telstra Secure (FTTP) can be used with most security systems. We will tell you if your security systems are not compatible with Telstra Secure (FTTP), but it is your responsibility to make sure that your security systems operate effectively with Telstra Secure (FTTP).

2.8 You must ensure that Telstra Secure (FTTP), when combined with your security systems, will meet your needs and the needs of your customers.

Minimum period

2.9 You must take Telstra Secure (FTTP) for a minimum period of at least 12 months.

Configuration

2.10 We will configure your Telstra Secure (FTTP) service in accordance with the network diagram agreed between you and us.

Network design

2.11 To the extent that:

(a) we design your Telstra Secure (FTTP) service, we retain; and

(b) you contribute to the design of, or you provide design requirements for,

your Telstra Secure (FTTP) service, you assign to us,

all intellectual property rights connected with the design of your network service, including any intellectual property rights relating to:

- (c) network diagrams;
- (d) management IP addresses; and
- (e) supplied equipment configurations,

and all information relating to the design of your network service, including the information identified in paragraphs (c) to (e) is our confidential information.

- 2.12 Nothing in this section entitles you to receive a copy of or own any part of the solution design for Telstra Secure (FTTP).

Using Telstra Secure (FTTP)

- 2.13 You must only allow Telstra Secure (FTTP) (and any part of it) to be used:

- (a) for the delivery of remote security monitoring services; and
- (b) in accordance with our directions.

- 2.14 You must not use Telstra Secure (FTTP) (or any part of it) for:

- (a) voice services; or
- (b) transmission of any data other than security data.

- 2.15 You must only use Telstra Secure (FTTP) (and any part of it) for your own internal business purposes, which may include providing security services to your customers. You must not resell or otherwise provide Telstra Secure (FTTP) (or any part of it) to any other person unless we have agreed differently.

3 Site services

Terms on which we provide a site service

- 3.1 Unless otherwise set out in this Telstra Secure (FTTP) section, the terms upon which we provide the:

- (a) network service and the connection services are set out in the [IP Solutions section](#);
- (b) wireline site service are set out in the [Broadband IP access section](#); and

(c) wireless site services are set out in the [Telstra Mobile section](#),

in each case, of Our Customer Terms.

Specific terms for a wireline site service

- 3.2 The wireline site service using Broadband IP access is only available at the line speed of up to 1.5Mbit/s (downstream) / 256 kbit/s (upstream).
- 3.3 Wireline site services will be installed on Telstra Public Switched Telephone Network (PSTN) lines, which we will provide as part of Telstra Secure (FTTP).
- 3.4 The terms on which we provide the PSTN line are set out in the [Basic Telephone Service section of Our Customer Terms](#).
- 3.5 If the PSTN line that is used to provide the wireline site service is cancelled, transferred to another location, or the line ceases to be a Telstra PSTN line, then we will not be able to provide you with the wireline site service. It is your responsibility to cancel your wireline site service separately. If you fail to do so, then we may continue to charge you for your wireline site service.
- 3.6 You must pay us any costs and expenses reasonably incurred by us in replacing or repairing plant, equipment or any of our property that is damaged or destroyed at any time as a result of the connection of your equipment to our public communications network or as a result of any modification to, alteration to, or interference with, any of our property, except to the extent that such damage or destruction is caused by us.
- 3.7 If you wish to install your own cabling to access wireline site services, 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.
- 3.8 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.
- 3.9 We may refuse to supply the wireline site service if the requirements set out in this Telstra Secure (FTTP) section are not met.

4 Supplied equipment

Equipment we will supply

- 4.1 You must buy a terminating unit from us for each site service (“**supplied equipment**”).
- 4.2 Terminating units must be supplied by us. You cannot use any other terminating units or routers.
- 4.3 The equipment may not operate successfully in temperature conditions less than zero degree and greater than 65 degrees centigrade.
- 4.4 We will charge you the following price for each item of supplied equipment.

Site Services Supplied equipment	GST Excl	GST Incl
Next G Multi Path	\$1,410.75	\$1,551.83
GPRS Lite	\$300.00	\$330.00
Next G Single Path	\$637.50	\$701.25

Head-End Supplied equipment	GST Excl	GST Incl
Next G UAR GPON	\$850.00	\$935.00

Title in the supplied equipment

- 4.5 Title and risk in the supplied equipment passes to you when we deliver the supplied equipment to you.

Warranty

- 4.6 Each item of supplied equipment is covered by a 12 month warranty from the day we deliver it to you. We will repair or replace any supplied equipment that has faults that you tell us about during this 12 month period at our cost, if you provide the supplied equipment to us with your proof of purchase (the “**warranty**”).
- 4.7 The warranty does not apply in relation to defects caused by:
- (a) acts beyond our control (such as lightning strikes);
 - (b) power surges;

- (c) vandalism or other deliberate or negligent damage; or
- (d) any failure to follow our reasonable directions.

4.8 The warranty only applies if:

- (a) you install, maintain and support the supplied equipment in accordance with our reasonable directions;
- (b) you provide proper accommodation for the supplied equipment;
- (c) you comply with our reasonable directions from time to time regarding the location of the supplied equipment and the environment in which it is housed;
- (d) you do not make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the supplied equipment except in accordance with our directions; or
- (e) you do 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 Telstra Secure (FTTP) section.

4.9 If the warranty does not apply and you ask us to fix any fault with the supplied equipment, we will charge you on a fee-for-service basis unless we are required under consumer protection laws to fix the fault at our cost.

See the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

4.9A If you are a Consumer under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Access to your premises

4.10 We are not required to perform any installation, maintenance, support or removal services, but if we do, you agree to permit us or our subcontractors to enter your premises on reasonable notice to 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 inspection, maintenance, repair, replacement or removal.

- 4.11 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.

5 Advanced Radius

- 5.1 To use Telstra Secure (FTTP), you must also have the Advanced Radius value added service. No other value added services may be purchased for Telstra Secure (FTTP).
- 5.2 We will charge you 50% of the standard pricing for Advanced Radius.
- 5.3 The terms (including pricing) on which we provide Advanced Radius are set out in the [IP Solutions section of Our Customer Terms](#).

6 Head end connection

- 6.1 A head end connection is required to connect each of your head end control rooms to Telstra Secure (FTTP).
- 6.2 We will charge you the following for each new head end connection:

Head end service connection charge	GST Excl	GST Incl
Connection charge per head end service	\$1500	\$1650

- 6.3 For each head end you must also have a Broadband IP access, ATM, or Frame Relay access service and an IP WAN port service.
- 6.4 For each head end you may also have, but do not need to have, an IP Wireless connection.
- 6.5 The terms (including pricing) on which we provide the:
- (a) ATM service are set out in the [ATM Service section](#);
 - (b) Frame Relay service are set out in the [Frame Relay Services section](#);
 - (c) Broadband IP access service are set out in the [Broadband IP access section](#);
 - (d) IP WAN service are set out in the [IP Solutions section](#); and
 - (e) IP Wireless service are set out in the [IP Solutions section](#) and the [Telstra Mobile section](#),

in each case, of Our Customer Terms.

7 Service levels

7.1 We aim to meet the service levels and response and restoration target times set out in this Telstra Secure (FTTP) section. However, the service levels and response and restoration target times are only indicative and we do not guarantee that we will meet them.

Service levels

7.2 The class of service for the wireline site service is the data transfer class of service applicable to IP WAN.

7.3 A full description of the data transfer class of service and the terms and conditions relating to that class of service is set out in the [IP Solutions section of Our Customer Terms](#).

Response and restoration target times

7.4 The standard service assurance level:

- (a) for a wireline site service; and
- (b) for IP WAN,

is Business Plus.

7.5 You may purchase (with our approval) enhanced service assurance levels at an additional charge.

7.6 There is no service assurance level for a wireless site service.

7.7 The terms on which we provide service assurance levels are set out in the [IP Solutions section of Our Customer Terms](#).

8 Fees and charges

8.1 You agree to pay all the applicable fees and charges incurred in respect of your Telstra Secure (FTTP) service.

Connection charges

- 8.2 We will charge you the following for connection of each site service. Any other charges under Our Customer Terms for the connection of any part of the site service do not apply.

Connection charge per site service	GST Excl	GST Incl
Wireline site service	\$100	\$110
Wireless site service	\$100	\$110
Dual path site service	\$100	\$110

Monthly rental charges

- 8.3 We will charge you the following monthly rental charges for each site service. Any other monthly rental charges or usage charges under Our Customer Terms for any part of the site service do not apply.

Monthly rental charge per site service	GST Excl	GST Incl
Wireline site service - FTTP	\$150	\$165
Wireless site service - GPRS	\$20	\$22
Wireless site service - Next G	\$24	\$26.40

Additional charges

- 8.4 You agree to pay a call out fee reflecting our costs incurred if:
- 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
 - 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).

9 Cancellation and termination

Cancellation

- 9.1 Without limiting any of our rights, we may immediately cancel your Telstra Secure

(FTTP) 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.

9.2 If we are unable to supply your Telstra Secure (FTTP) service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your Telstra Secure (FTTP) service (or any part of it). We will give you as much notice as possible in the circumstances.

Early termination fee

9.3 If you cancel your Telstra Secure (FTTP) service (or part of it) before the expiry of the minimum period, for any reason other than due to our breach, or if we cancel your Telstra Secure (FTTP) service (or part of it) due to your breach, we may charge you an early termination fee calculated as follows:

$$ETF = \{A \times [(B - C) / 30]\} \times 0.5$$

A = the relevant monthly charge for the month immediately preceding the month during which your Telstra Secure (FTTP) service (or part of it) is cancelled.

B = the total number of days in the minimum period.

C = the number of days from the start of the minimum period up to and including the date of cancellation.

9.4 You acknowledge that the early termination fee is a genuine pre-estimate of the loss we are likely to suffer.

10 Changes and additional services

10.1 You may make changes to your existing Telstra Secure (FTTP) 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.

10.2 We will process your change request as soon as possible after we receive your correctly completed change request.

- 10.3 We will charge you the following to move a wireline site service or a dual path site service:

Charge for moving a wireline site service or a dual path site service	GST Excl	GST Incl
Per wireline site service or dual path site service moved	\$250	\$275

- 10.4 We will not charge you to move a wireless site service.
- 10.5 It is your responsibility to relocate and re-install the supplied equipment.

11 Special meanings

The following words have the following special meanings:

Advanced Radius has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

ATM has the meaning given to it in the [ATM Service section of Our Customer Terms](#).

Business Plus means coverage 24 hours a day, 7 days a week and has the meaning given to it in 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 Telstra Secure (FTTP).

FTTP refers to a passive fibre optic cable network access connection (also known as Fibre to the Premises).

Frame Relay has the meaning given to it in the [Frame Relay Services section of Our Customer Terms](#).

GPRS has the meaning given to it in the [Telstra Mobile section of Our Customer Terms](#).

NextG has the meaning given to it in the [Telstra Mobile section of Our Customer Terms](#).

IP WAN 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 [IP Solutions section of Our Customer Terms](#).

IP Wireless has the meaning given to it in the [IP Solutions section of Our Customer Terms](#).

Our Customer Terms

Telstra Secure (FTTP) section

[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 Service, or to which the Service is supplied.

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