

# Service Terms

## Adaptive Networks - Telstra Fibre Section

### 1 ABOUT THIS DOCUMENT

1.1	Where this document fits into our agreement with you
	<ul style="list-style-type: none"><li>(a) This is the Telstra Fibre section of Our Customer Terms.</li><li>(b) Unless you have a separate agreement with us which excludes them, the <a href="#">General Terms of Our Customer Terms</a> apply to the provision of Telstra Fibre services.</li><li>(c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.</li></ul>
1.2	Inconsistencies
	<ul style="list-style-type: none"><li>(a) If the General Terms of Our Customer Terms are inconsistent with something in this Telstra Fibre section, then this Telstra Fibre section applies instead of the General Terms to the extent of the inconsistency.</li><li>(b) If a provision of this Telstra Fibre 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.</li></ul>

### 2 SERVICE SUMMARY

2.1	What is Telstra Fibre
	<ul style="list-style-type: none"><li>(a) Telstra Fibre is an Access Service that can be used to connect a customer site to a Network Service.</li></ul>
2.2	Where this document fits into our agreement with you
	<ul style="list-style-type: none"><li>(a) This is the Telstra Fibre section of Our Customer Terms.</li><li>(b) Unless you have a separate agreement with us which excludes them, the <a href="#">General Terms of Our Customer Terms</a> apply to the provision of the Telstra Fibre Service.</li><li>(c) Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.</li></ul>
2.3	Service term
	<ul style="list-style-type: none"><li>(a) Unless otherwise stated in a separate agreement with us, your Telstra Fibre service commences when we notify you that the Telstra Fibre service and associated Network Service is available for use by you.</li><li>(b) Telstra Fibre is provided on a month to month basis.</li></ul>
2.4	Cancellation
	<ul style="list-style-type: none"><li>(a) Without limiting any of our rights, we may immediately cancel your Telstra Fibre service if:<ul style="list-style-type: none"><li>(i) you fail to rectify any defect or inadequacy in a facility or equipment not owned or maintained by us after being requested to do so by us; or</li><li>(ii) we are unable to enter the Premises to inspect, repair or maintain a Facility.</li></ul></li><li>(b) If a Telstra Fibre service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to your site for this collection.</li><li>(c) If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.</li><li>(d) If your Telstra Fibre service expires or is terminated, any associated Network Services will also be terminated.</li></ul>

# Service Terms

## Telstra Fibre Section

### 3 CHARGES

3.1 List Prices									
Where to find List Prices	(a) Unless otherwise agreed in writing, the charges for your Telstra Fibre service are published in Telstra Connect.								
When monthly billing starts	<table border="1"> <thead> <tr> <th>Service</th> <th>Monthly Billing Commences</th> </tr> </thead> <tbody> <tr> <td>Telstra Fibre</td> <td>from the date both the Telstra Fibre and Network Service are available for your use.</td> </tr> <tr> <td>Telstra Fibre with Adaptive Connectivity Premium</td> <td>upon activation of Adaptive Connectivity Premium – Rapid Activation service, as per your total subscribed bandwidth for your Network Service.</td> </tr> </tbody> </table>	Service	Monthly Billing Commences	Telstra Fibre	from the date both the Telstra Fibre and Network Service are available for your use.	Telstra Fibre with Adaptive Connectivity Premium	upon activation of Adaptive Connectivity Premium – Rapid Activation service, as per your total subscribed bandwidth for your Network Service.		
	Service	Monthly Billing Commences							
Telstra Fibre	from the date both the Telstra Fibre and Network Service are available for your use.								
Telstra Fibre with Adaptive Connectivity Premium	upon activation of Adaptive Connectivity Premium – Rapid Activation service, as per your total subscribed bandwidth for your Network Service.								
Adaptive Connectivity Premium charges	<table border="1"> <thead> <tr> <th>Mode</th> <th>Applicable Charges</th> </tr> </thead> <tbody> <tr> <td>Rapid Activation</td> <td>Adaptive Connectivity Premium Add-On Network Service Access Port</td> </tr> <tr> <td>All other times</td> <td>Telstra Fibre service Adaptive Connectivity Premium Add-On Network Service Access Port</td> </tr> </tbody> </table>	Mode	Applicable Charges	Rapid Activation	Adaptive Connectivity Premium Add-On Network Service Access Port	All other times	Telstra Fibre service Adaptive Connectivity Premium Add-On Network Service Access Port		
	Mode	Applicable Charges							
	Rapid Activation	Adaptive Connectivity Premium Add-On Network Service Access Port							
All other times	Telstra Fibre service Adaptive Connectivity Premium Add-On Network Service Access Port								
3.2 Telstra Fibre Build Cancellation Charge									
Telstra Fibre Build Cancellation Charge	(a) If building works are required to deliver a Fibre connection to your Premises (“ <b>Telstra Fibre Build</b> ”), we incur costs associated with assessing, designing, and delivering the Fibre connection to your Premises prior to the Telstra Fibre service being activated.								
	(b) If the Telstra Fibre service is cancelled before we deliver the Telstra Fibre Access to your Premises, except in the circumstances set out in clauses 3.3(b) and 3.3(c), you must pay us an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to the applicable sum below (“ <b>Telstra Fibre Build Cancellation Charge</b> ”)								
	(c) The Telstra Fibre Access Cancellation Charge is calculated as follows:								
	<table border="1"> <thead> <tr> <th>Applicable phase</th> <th>Amount (ex GST)</th> </tr> </thead> <tbody> <tr> <td>during the planning phase</td> <td>\$750</td> </tr> <tr> <td>during the design phase</td> <td>\$2,050</td> </tr> <tr> <td>during the build phase or pre-delivery phase</td> <td>\$8,000</td> </tr> </tbody> </table>	Applicable phase	Amount (ex GST)	during the planning phase	\$750	during the design phase	\$2,050	during the build phase or pre-delivery phase	\$8,000
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during the planning phase	\$750								
during the design phase	\$2,050								
during the build phase or pre-delivery phase	\$8,000								
(d) The applicable phase is determined by us (acting reasonably) at the time we cancel the relevant order with our third-party suppliers.									
3.3 Cancellation of Telstra Fibre Build									
When we charge the Telstra Fibre Build Cancellation Charge	<p>(a) We may cancel the Telstra Fibre Build and charge the Telstra Fibre Build Cancellation Charge if:</p> <p>(i) You cancel your order for the Telstra Fibre service requiring the Telstra Fibre Build (other than for our material breach) before we deliver the Fibre connection to your Premises; or</p> <p>(ii) you have caused or contributed to:</p> <p>(A) us not being able to secure access to the Premises to undertake the Telstra Fibre Build (after having made at least 3 attempts in good faith to do so); or</p> <p>(B) at least 20 Business Days of delay to the Telstra Fibre Build including your failure to or delay in obtaining all necessary consents and approvals for us to undertake the Telstra Fibre Access Build.</p> <p>Clause 3.3(ii) does not apply where the failure or delay is caused or contributed to by us. In the circumstances described in clause 3.3(ii), we must also take reasonable steps to mitigate the costs and expenses incurred by us in connection with the failure or delay.</p>								

# Service Terms

## Telstra Fibre Section

<b>When we do not charge the Telstra Fibre Build Cancellation Charge</b>	(b)	We may cancel your Telstra Fibre Build, but will not charge the Telstra Fibre Build Cancellation Charge, if our obligations to nbn co prevent us from building any Telstra fibre infrastructure required to supply your requested Telstra Fibre service.
	(c)	We will not charge the Telstra Fibre Build Cancellation Charge if the Telstra Fibre Build is cancelled because: <ul style="list-style-type: none"><li>(i) you cancel for our material breach;</li><li>(ii) either party cancels because we have identified additional works which will incur additional costs and you do not accept a proposal by us to introduce or increase a Fibre Build Contribution; or</li><li>(iii) we agree with you that the costs of additional previously unidentified works are prohibitive and the Telstra Fibre service cannot progress; or</li><li>(iv) we cancel because we have been unable to, despite making all reasonable efforts, obtain any third-party land access consents that are required for us to be able to complete the Telstra Fibre Build.</li></ul>

### 3.4 Who does the Telstra Fibre Build Cancellation Charge apply to?

- (a) Clauses 3.2 and 3.3 only apply to Telstra Fibre services ordered on or after 8 December 2023.

## 4 Telstra Fibre Build

### 4.1 Application of these build terms

- (a) These Telstra Fibre Build terms apply if a Telstra Fibre Build is required to connect your Telstra Fibre service to your Premises.
- (b) We may require you to sign a separate enterprise works agreement relating to the Telstra Fibre Build. If so, that separate enterprise works agreement prevails over this clause 4 and clauses 3.2 and 3.3 to the extent of any inconsistency.

### 4.2 Telstra Fibre Build Contribution

- (a) You must pay the fibre build contribution amount for the Telstra Fibre Build (**Fibre Build Contribution** or **FBC**) (if any) set out in the application form for your enterprise works agreement with us.
- (b) Further additional charges may apply if additional works are required to connect your Telstra Fibre service which are beyond the scope of the Telstra Fibre Build and our standard delivery. We will confirm those charges to you when they arise.

### 4.3 Who do the Telstra Fibre Build terms apply to?

- (a) This clause 4 only applies to Telstra Fibre services ordered on or after 8 December 2023.

## 5 INCLUSIONS

### 5.1 Equipment

- (a) We connect your existing cabling at your site to Telstra Fibre if it's been installed:
  - (i) by a registered cabling service provider; and
  - (ii) to and continues to meet minimum technical requirements that ACMA determines from time to time.
- (b) We install equipment at your site as part of Telstra Fibre. Title in the equipment remains with us.
- (c) The standard location for our NTU at your site is the building communications room or the Main Distribution Frame room (**MDF Room**), where this exists. We deliver Telstra Fibre to this location.
- (d) For Telstra Fibre fully redundant connections:
  - (i) we can choose to provide you with a separate NTU at an alternate location or equipment room at your site; and
  - (ii) you can ask us to provide you with a separate NTU at an alternative location at your site. If we agree to your request, you must pay us the additional cost of extending

# Service Terms

## Telstra Fibre Section

	<p>cablings beyond the standard service delivery point. We can confirm these charges on request.</p> <p>(e) For Telstra Fibre single uplink and dual access, you can ask to have an NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to your request, you must pay us the additional cabling charges, which we can confirm on request.</p> <p>(f) If there's a suitable NTU to provide Telstra Fibre in the communications room or MDF Room at your site but you ask us to terminate Telstra Fibre on a NTU located in another place at your site and we agree to your request, additional charges apply, which we can confirm on request. If you ask us to do this, you must do so at the time you order the relevant Telstra Fibre service.</p>
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### 5.2 What do you get?

	<p>(a) With Telstra Fibre, you get a connection from our Network Boundary at your address to the local exchange.</p> <p>(b) Telstra Fibre's availability depends on a few things, including:</p> <ul style="list-style-type: none"> <li>(i) geographic and technical capability of our network and delivery systems;</li> <li>(ii) availability of suitable network infrastructure;</li> <li>(iii) provisioning time for equipment we provide as part of the service; and</li> <li>(iv) your equipment and interfaces.</li> </ul> <p>(c) We can confirm on request if Telstra Fibre is available to you.</p>
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### 5.3 Types of connections that are available?

Type	Inclusions
Single Uplink	<ul style="list-style-type: none"> <li>(i) an NTU;</li> <li>(ii) a single fibre connection that terminates at an exchange.</li> </ul>
Dual Access	<ul style="list-style-type: none"> <li>(i) 2 NTUs;</li> <li>(ii) a dual fibre connection that terminates at an exchange.</li> </ul>
Fully Redundant	<ul style="list-style-type: none"> <li>(i) 2 NTUs; and</li> <li>(ii) at least 2 fibre connections terminating at different exchanges.</li> </ul>

### 5.4 What bandwidths are available?

	<p>(a) We'll agree with you the initial access bandwidth for your Telstra Fibre service.</p> <p>(b) The maximum rate carried on a port depends on the physical line rate of the interface and the subscribed access speed, and the subscribed service speed, at which the rate will be policed. The method we use to police this may vary and we can confirm this method on request.</p> <p>(c) Actual throughput is lower than the chosen access bandwidth. This is because the transmission protocol uses some of the access bandwidth to manage the data transmission.</p> <p>(d) For Telstra Fibre single uplink, the access bandwidth is fixed full duplex. This means it is a symmetrical service so that you can send and receive data at the same rate.</p> <p>(e) You can ask us to change the access bandwidth for a site at any time.</p> <p>(f) You're responsible for all access bandwidth change requests sent to us, regardless of how they're communicated to us.</p> <p>(g) You must check that your access bandwidth change requests are completed. However, we won't charge you for any access bandwidth change requests that we haven't completed.</p>
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### 5.5 What you must do

	<p>(a) To use Telstra Fibre, you must:</p> <ul style="list-style-type: none"> <li>(i) ensure that your equipment is compatible with Telstra Fibre and meets our technical, configuration and other requirements that we specify from time to time;</li> <li>(ii) provide and maintain the cable to connect the Telstra Fibre service from our Network Boundary to your equipment; and</li> </ul>
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- (iii) use equipment (including data terminal equipment) that complies with all relevant Australian Communications & Media Authority (**ACMA**) technical requirements for connection to a public switched data service and ACMA's data terminal equipment permit requirements.
- (b) Telstra Fibre isn't available to Telstra wholesale customers or for resale. You mustn't assign or resupply Telstra Fibre to anyone.
- (c) You must take proper care of our equipment and ensure:
  - (i) it's not damaged, destroyed, lost or stolen, or modified (except by us); and
  - (ii) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.
- (d) You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we need to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done, except to the extent that event giving rise to the costs was caused or contributed to by us.
- (e) You must:
  - (i) ensure our personnel are in a safe working environment when on your premises;
  - (ii) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;
  - (iii) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing our obligations under this section or working at your site;
  - (iv) obtain all third-party consents needed for us to use the facilities, sites and any materials requested by us to perform Telstra Fibre;
  - (v) give us floor plans showing power distribution and agreed equipment placement;
  - (vi) provide us with a secure and lockable storage area for our equipment during installation and commissioning of Telstra Fibre; and
  - (vii) ensure that we or our representatives are the only ones that carry out connections and disconnections to Telstra Fibre and our equipment.
- (f) If you fail to meet any of your obligations under this section:
  - (i) we get an extension of time to reasonably reflect the effects of your failure; and
  - (ii) you must promptly pay us any reasonable costs we incur that arise naturally (that is, according to the usual course of things) from the failure, including costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates), except to the extent the failure was caused or contributed to by us. We must also take reasonable steps to mitigate our costs incurred in connection with such failure.
- (g) You must give us accurate equipment configurations so we can set up Telstra Fibre with compatible configurations. If fail to do this, you must pay all reasonable expenses we incur that arise naturally (that is, according the usual course of things) in connection with identifying any fault and reconfiguring your Telstra Fibre service as a result of your failure, except to the failure was caused or contributed to by us. We can confirm these expenses on request.
- (h) You must pay all reasonable costs and expenses we incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time as a result of:
  - (i) connecting your or another person's equipment to our network; or
  - (ii) any change to your or another person's equipment or interference by it with any of our property,except to the extent that the damage, destruction or other issue was caused or contributed to by us. We must also take reasonable steps to mitigate our costs and expenses incurred under this clause.

## 6 ADD-ONS

### 6.1 Service changes

- (a) You can ask us to supply and provide the following at your cost:
  - (i) diverse access links;
  - (ii) cable upgrades from the Property Entry Point to the Building Entry Point via trenching supplied by you or us;
  - (iii) alternate or diverse cable entry point to building;

# Service Terms

## Telstra Fibre Section

		(iv) additional service commissioning tests; or (v) any other work specifically requested on your site.			
<b>6.2 Other work we do</b>					
	(a)	The standard network connection charge for service activation includes work performed during Business Hours.			
	(b)	Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. We can confirm these additional charges on request.			
	(c)	Enhanced service assurance options may be available at an additional cost to you. These offer faster response and repair targets for faults.			
<b>6.3 Adaptive Connectivity Premium - Rapid Activation and/or Mobile Backup</b>					
<b>Mobility Conditions</b>	(a)	<b>SIM cards:</b> Your Adaptive Connectivity Premium SIM card will come pre-installed in the NTU device. You must not remove the SIM card from the device under any circumstances. Each SIM is provided for your Adaptive Connectivity Premium service only and must not be used in connection with any other plan, device, or service or for any other purpose, including for emergency calls. Your Adaptive Connectivity Premium SIM card will be locked to the NTU device and will only work with the associated Adaptive Network Connectivity service.			
	(b)	<b>Data usage and notifications:</b> Data allowance will be unlimited without speed caps but our FairPlay policy applies. Data will be monitored during the rapid activation period before the Telstra Fibre service is installed to ensure fair use policy is abided by. When the mobile link is acting as a backup, any fault with the Telstra Fibre service will trigger automatic investigation.			
	(c)	<b>Telstra Mobile Network:</b> Our Telstra Mobile Network is built from multiple generations of wireless mobile technologies with different coverages and spectrum. Please note that different generations can support different levels of services and traffic speeds. Adaptive Connectivity Premium will only work in areas with 4G LTE coverage. Signal strength is subject to environmental factors. Service Qualification will be performed to determine the expected service level at pre-sales stage and an additional signal boost device (e.g. YAGI antenna, Telstra-Go Indoor Signal Booster) may be recommended under certain circumstances. For further coverage details, please visit <a href="https://www.telstra.com.au/coverage-networks/our-coverage">https://www.telstra.com.au/coverage-networks/our-coverage</a> .			
	(d)	<b>SLA:</b> No SLAs for assurance apply to faults that occur with the Adaptive Connectivity Premium SIM card or associated mobile service.			
	(e)	<b>Service bandwidths:</b> Mobile bandwidth is best effort and will depend on situational factors. The maximum possible bandwidth during both Rapid Activation and/or Mobile Backup phases will be matched to the Telstra Fibre service that has been ordered, up to 300 Mbps downstream and 50Mbps upstream. For Telstra Fibre services greater than 300Mbps, the maximum possible bandwidth when in Rapid Activation and Mobile Backup mode will still be 300Mbps. There is no guaranteed minimum bandwidth.			
<b>Service Activation</b>	(f)	<b>On site activation:</b> A technician will be required to install the Rapid Activation service. We aim, but do not commit, to contact you to organise a technician site visit within the following times of order entry for scenarios which have passed pre-sales wireless service qualification requirements in the following areas:			
		<table border="1"> <thead> <tr> <th>Metro Areas</th> <th>Regional Areas</th> </tr> </thead> <tbody> <tr> <td>9-15 Business Days</td> <td>12-18 Business Days</td> </tr> </tbody> </table>	Metro Areas	Regional Areas	9-15 Business Days
Metro Areas	Regional Areas				
9-15 Business Days	12-18 Business Days				
<b>Equipment</b>	(g)	Service Activation targets are: <ul style="list-style-type: none"> <li>(i) measured from when you submit complete and correct order information to when the Network Service is activated using the mobile network:</li> <li>(ii) subject to you being available on site for service activation when required by us.</li> </ul>			
	(h)	If your order is project managed, delivery times may differ. Your project manager can advise of your service activation date.			
	(i)	Where an additional signal boost device is required, delays will occur in activating the Rapid Activation service.			
	(j)	The hardware (NTU) required to support the service will be installed in the pre-agreed location. It is expected that a speed test has been carried out with a Telstra SIM in this exact location before the order has been placed and you are comfortable with speeds that can be reached. We do not take any responsibility for sub-optimal speeds that were not picked up			

General



# Service Terms

## Telstra Fibre Section

		during the pre-order process. Options to enhance the mobile coverage and signal in a particular area are offered as add-ons to the Adaptive Connectivity Premium service.
<b>FairPlay Policy</b>	(k)	Ownership of the NTU and any additional equipment that is required remains our property.
	(l)	Our FairPlay policy is intended to ensure that our customers do not use our mobile network in an excessive, unreasonable or fraudulent manner, or in connection with equipment that has not been approved by us. Such usage may impact the reliable operation of our network and/or the quality or reliability of our services.
	(m)	You must not resell or commercially exploit any of our mobile services or SIM cards. You must not re-route call traffic in order to disguise the originating party or for the purposes of resale.
	(n)	You may not use our mobile services in your capacity as a carrier or carriage service provider or as a party supplying services to a carrier or carriage service provider.
	(o)	You can only use a SIM card that we provide you with the NTU device that has been provided as part of the service for use on our networks. You can only use a SIM card with the class of device that matches its corresponding service.
	(p)	You must not use, or allow others to use any part of your Adaptive Connectivity Premium – solution): <ul style="list-style-type: none"> <li>(i) as a point of interconnect for calls from overseas into Australia;</li> <li>(ii) in connection with any machine-to-machine or internet-of-things applications (i.e. any automated telemetry, telematics or telemetrics application which links two or more systems or devices with a mobile data connection);</li> <li>(iii) to establish any point-to-point connections with another modem; or</li> <li>(iv) to send messages to any numbers that we reasonably believe have been set up to enable you or another person to commercially exploit our services.</li> </ul>
	(q)	You must ensure that your end users comply with this FairPlay policy.
	(r)	If we reasonably believe you are in breach of our FairPlay policy, we may suspend or cancel the Rapid Activation service immediately.

## 7 SERVICE MANAGEMENT

### 7.1 Service availability

	(a)	We aim to meet the following availability targets for Telstra Fibre, measured over a 12-month period:												
		<table border="1"> <thead> <tr> <th></th> <th>Single Uplink</th> <th>Dual Access</th> <th>Fully Redundant</th> </tr> </thead> <tbody> <tr> <td><b>Telstra Fibre</b></td> <td>99.95%</td> <td>99.97%</td> <td>99.995%</td> </tr> <tr> <td><b>Adaptive Connectivity Premium - Rapid Activation</b></td> <td>99.96%</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>		Single Uplink	Dual Access	Fully Redundant	<b>Telstra Fibre</b>	99.95%	99.97%	99.995%	<b>Adaptive Connectivity Premium - Rapid Activation</b>	99.96%	N/A	N/A
	Single Uplink	Dual Access	Fully Redundant											
<b>Telstra Fibre</b>	99.95%	99.97%	99.995%											
<b>Adaptive Connectivity Premium - Rapid Activation</b>	99.96%	N/A	N/A											
	(b)	<p>Availability is calculated using the following formula:</p> $\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$ <p>where:</p> <p>HPY = the number of hours in the relevant year.</p> <p>OT = the number of outage hours for the Telstra Fibre Service in the relevant year.</p> <p>POY = the number of hours in the planned outage period in the relevant year.</p>												

### 7.2 Fault reporting and repair

<b>Standard Restoration</b>	(a)	Your monthly bandwidth access charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.
	(b)	The standard target response and repair times only apply to service faults within our maintenance responsibilities. Details of the applicable response and restoration targets for your Telstra Fibre service are set out in the <a href="#">Standard Restoration and SLA Premium</a> section of Our Customer Terms.

# Service Terms

## Telstra Fibre Section

SLA Premium	(c)	You may separately apply for Premium SLAs at an additional charge. Premium SLAs are subject to a feasibility study and the terms and conditions set out in the <a href="#">Standard Restoration and SLA Premium</a> section of Our Customer Terms.
Adaptive Connectivity Premium proactive ticketing	(d)	If you have an Adaptive Connectivity Premium service operating in Mobile Backup mode because a fault has occurred with the Telstra Fibre service, a ticket will be raised internally to investigate and restore the Telstra Fibre service in line with existing restoration SLAs. SLAs will not change.
<b>7.3 Temporary repairs</b>		
	(a)	Sometimes, we do temporary repairs so you can use Telstra Fibre before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.
	(b)	We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing Telstra Fibre.
<b>7.4 Third party faults</b>		
	(a)	Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we're not responsible for failing to meet our obligations in relation to Telstra Fibre for incidents or faults caused or contributed to by the following ( <b>Third Party Faults</b> ):
	(i)	except to the extent caused or contributed to by our (or our contractors') negligence or breach of Our Customer Terms,
	(A)	you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of any equipment used to support Telstra Fibre);
	(B)	the cutting of cable or fibre which affects your Telstra Fibre service;
	(C)	equipment we didn't supply as part of Telstra Fibre; or
	(D)	you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or
	(ii)	any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).
	(b)	If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.
<b>7.5 Service appointment times</b>		
	(a)	We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.
	(b)	Unless otherwise stated, we do work as part of Telstra Fibre (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

## 8 DICTIONARY

<b>8.1 Dictionary</b>		
	(a)	<b>Access Service</b> means a compatible telecommunications service that is used to connect your Premises to our point of presence.
	(b)	<b>Building Entry Point</b> is the point where cable crosses or goes through the perimeter of your building.
	(c)	<b>Business Day</b> means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.
	(d)	<b>Business Hours</b> are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).
	(e)	<b>Facility</b> includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with Telstra Fibre.
	(f)	<b>Fibre Build Contribution</b> or <b>FBC</b> has the meaning given in clause 4.2(a).
	(g)	<b>MAN</b> means metropolitan area network.



# Service Terms

## Telstra Fibre Section

- (h) **Metropolitan area** or **Metro** means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.
- (i) **Network Boundary** means the boundary determined under section 22 of the Telecommunications Act 1997.
- (j) **Network Service** means a network service compatible with Telstra Fibre, current compatible services are Telstra Internet Direct (TID) Adapt or Business IP (BIP) Adapt
- (k) **NTU** means Network Termination Unit and is a Telstra network device.
- (l) **Point of presence** or **POP** means the place where an Access Service connects to our Internet access network.
- (m) **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.
- (n) **Property Entry Point** means the point where the cable or optic fibre enters your property.
- (o) **Response** means the period commencing when a valid service fault report is received by us and ending when we tell you that work has commenced to identify the cause of the fault.
- (p) **Restore** means the period commencing when a valid service fault report is received by us and we have entered all the required information from you in our systems and a fault number is generated and ending on the first to occur of:
  - (i) the service is returned to full working order; or
  - (ii) a temporary repair is performed which allows the service to be used.
- (q) We exclude any hours during that period, which are outside the coverage period.
- (r) **Site** means the premises to which a site service is provided.
- (s) **Telstra Fibre Build** has the meaning given in clause 3.2
- (t) **Telstra Fibre Build Cancellation Charge** has the meaning given in clause 3.2
- (u) **Urban** area means an area with a population of at least 10,000.