

Service Terms

Adaptive Networks

1 About this document

1.1 Where this document fits into our agreement with you

- (a) Thank you for choosing Telstra. Our Digital Services Agreement (**Agreement**) with you is made up of the following parts:

About the parts of this Agreement

Overview	You sign this when you first agree to buy Services from us. It includes your key Agreement details.
Price Schedule	Outlines the prices and pricing conditions of the Services you buy from us.
Service Order	A record of the orders you've submitted to us, including changes you've requested to your Services that have incurred a charge.
Data Protection Addendum (DPA)	This part of the Agreement applies if the Services involve the processing of any personal data regulated by EU and/or UK data protection law or any other data protection law referenced in the DPA. You give us the right to process such personal data in a manner consistent with the applicable DPA. It supersedes any data processing addendum or agreement that you may have previously executed with us. You can find a copy of the DPA at http://www.telstra.com/DPA

The following parts make up our standard form of agreement terms with our customers for the purposes of Part 23 of the Telco Act. We update these terms from time to time in line with our agreement with you.

▶ Service Terms	This part of the Agreement contains specific conditions for each service you buy from us.
These General Terms	This part of the Agreement contains the conditions that apply to all our services, unless we agree otherwise with you. They are available online at telstra.com/digitalterms .

- (b) If different parts of this Agreement are inconsistent, the part listed earlier in the table applies to the extent of the inconsistency.

1.2 Service Terms overview


- (a) This Service Terms document is made up of the following sections:

About	Service Terms & Conditions	Definitions
This section helps to orientate you within the documents.	This section details the Service inclusions and features, the charges for the Services, critical obligations for the Service and the service management terms.	This section explains the meaning of capitalised words.

- (b) The Service Terms & Conditions are divided into two Parts:

Part A - Access services	Part B - Network Services
This Part describes the fibre access services your network connectivity services are supplied over.	This Part describes the network connectivity services you can provision at your sites.
Adaptive Access	TID Adapt Premium TID Adapt Lite

(c) Each Part is made of one or more of the following sections:

Service Summary This section gives an overview of Service inclusions and features.	Charges This section describes the charges for the Service.
Conditions + Responsibilities This section describes critical obligations for the Service.	Service Management This section describes the management of the service.
Add-Ons This section describes add-ons that are available with a Service.	Special terms This section describes special terms that apply to a service which are not covered by any of the other sections.  For example, the nbn Access Build terms in the nbn Access Service Terms & Conditions.

1.3 Eligibility

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| | <p>(a) You can apply for the Service if you:</p> <ul style="list-style-type: none">(i) have a valid ABN or ACN;(ii) have a billing account starting with 7000; and <p>(b) The Services are not available to Telstra Wholesale customers or for resale. You cannot re-supply the Services to a third party.</p> |
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Service Terms & Conditions – Part A

Access Services

Adaptive Fibre Access

2 Service summary

2.1 Access Services

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| | (a) Telstra will determine the fibre type most suitable for a customer site. The access type will be either: <ul style="list-style-type: none">(i) Telstra Fibre; or(ii) nbn Access. |
| | (b) <u>Telstra Fibre</u> : Is an Access Service that can be used to connect a customer site to a Network Service. |
| | (c) With Telstra Fibre, you get a connection from our Network Boundary at your address to the local exchange. |
| | (d) <u>nbn Access</u> : Is an Access Service delivered over the nbn network that can be used to connect a customer site to a network service. |
| | (e) With nbn Access, you get a connection from nbn co's Network Boundary Point at your address to the nearest point of interconnection between the nbn network and our network. |
| | (f) You must not assign or resupply Access Services to anyone. |

2.2 Service term

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| | (a) Unless otherwise stated in a separate agreement with us, your Access Service commences when we notify you that the Access Service and associated Network Service is available for use by you. |
| | (b) Access Services are provided on a month-to-month basis. |

2.3 Cancellation

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| | (a) Without limiting any of our rights, we may immediately cancel your Access Service if: <ul style="list-style-type: none">(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(ii) we are unable to enter the Premises to inspect, repair or maintain a Facility. |
| | (b) If an Access 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. |
| | (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. |
| | (d) If your Access Service expires or is terminated, any associated Network Services will also be terminated. |

2.4 Types of Telstra Fibre Access

We can confirm on request if Telstra Fibre is available to you.	Type	Inclusions
	Single Uplink	<ul style="list-style-type: none">(i) an NTU;(ii) a single fibre connection that terminates at an exchange.
	(a) Telstra Fibre's availability depends on a few things, including: <ul style="list-style-type: none">(i) geographic and technical capability of our network and delivery systems;(ii) availability of suitable network infrastructure;(iii) provisioning time for equipment we provide as part of the service; and(iv) your equipment and interfaces.	

2.5 Telstra Fibre Access – factors affecting speed

Access Bandwidth	(a) We'll agree with you the initial access bandwidth for your Telstra Fibre service.
	(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.
	(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>(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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2.6 Types of nbn Access

	nbn Enterprise Ethernet – High CoS	nbn Enterprise Ethernet – Low CoS
Network Technology	nbn Enterprise Ethernet network	
Traffic Class/ Class of Service	High	Low
Information Rate	Committed	Peak
Contention	Uncontended	Contended
Speeds	Symmetrical	Symmetrical
(a)	Symmetrical means the same upload and download speeds.	
(b)	Peak information rate means that the access bandwidth experienced will vary at any particular time and may be significantly lower than the access bandwidth for your plan.	
(c)	Committed information rate means the level of data throughput for which data frames are delivered according to the performance objectives of the applicable traffic class, as published by nbn co. The data throughput is also affected by the performance objectives of the particular Telstra network service used with the nbn Access service.	
(d)	Uncontended means that the service is designed to have enough capacity for the access bandwidth not to be affected by the number of other end users connected on the nbn network at the same time.	
(e)	Contended means that the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those users. You may not always get your subscribed bandwidth as this is dependent on the traffic load in the network.	
(f)	<p>The nbn Enterprise Ethernet services are intended for use by end users for medium business, enterprise and government grade purposes within a single Premises only. You must ensure that your nbn Enterprise Ethernet service is not used for the purpose of supplying broadband services to:</p> <ul style="list-style-type: none"> (i) Premises other than to the Premises in respect of which the service has been ordered; or (ii) multiple Premises within multi-Premises sites, such as different tenants in a multi-tenancy office building. 	

2.7 nbn Access services – other factors affecting speed

Access Bandwidth	<p>(a) We'll agree with you the initial access bandwidth for your nbn Access service.</p> <p>(b) The access bandwidth is the nominal data throughput rate limit for your nbn Access Service. Apart from the factors discussed in clause 2.7(d), actual throughput depends on a variety of other factors, including:</p> <ul style="list-style-type: none"> (i) that the transmission protocol uses some of the access bandwidth to manage the data transmission; (ii) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead; and (iii) the capability and settings of equipment and systems used by the sender and the recipient of the data transfer including router configuration. 				
Maximum line speed	<p>(c) Your nbn Access service can never go faster than the maximum line speed achievable at the Premises. Factors affecting your maximum line speed depend on the technology type that nbn co makes available at the Premises.</p> <p>(d) The maximum line speed is affected by factors including:</p>				
	<table> <tr> <th>Factor</th><th>Technology Type</th></tr> <tr> <td></td><td>nbn Enterprise Ethernet</td></tr> </table>	Factor	Technology Type		nbn Enterprise Ethernet
Factor	Technology Type				
	nbn Enterprise Ethernet				

		The quality and layout of in-Premises cabling	✓
		The quality of the MDF	✓
		Interference caused by the equipment or network of any third party	✓
		The maximum aggregate through-put of the B-NTD can affect the ability of multiple services supplied using the same B-NTD to achieve maximum throughput simultaneously	✓
	(e)	Co-existence occurs when both ADSL and (VDSL2) nbn services are present in the same area at the same time. Co-existence reduces the access bandwidth of the VDSL2 nbn Access service. The following access bandwidths are considered acceptable during Co-existence: (i) FTTB - 25M/5M (ii) FTTN - 12M/1M	

3 Charges

3.1 List Prices										
Where to find List Prices	(a) Unless otherwise agreed in writing, the charges for your Access Service are published in Adaptive Networks Customer Portal.									
When monthly billing starts	Service	Monthly Billing Commences								
	Telstra Fibre & nbn Access	from the date both the Telstra Fibre and Network Service are available for your use. We will bill you in arrears.								
3.2 Access Build Cancellation Charges										
Adaptive Fibre Access Build Cancellation Charges	(a)	If building works are required to deliver a fibre connection to your Premises (“ Access Build ”), we incur costs associated with assessing, designing, and delivering the fibre connection to your Premises prior to the Adaptive Fibre service being activated.								
	(b)	If the Access Build is cancelled, except in the circumstances set out in clause 3.2(i) 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 (Access Build Cancellation Charge), which will not exceed an amount equal to: (i) the Access Build Cancellation Charge if the cancellation occurs before nbn co delivers the nbn Access Build to Telstra; and (ii) the full amount of the FBC if the Access Build is cancelled at any time after the build phase commences.								
	(c)	The Access Build Cancellation Charge is calculated as set out in the table below:								
	<table><tr><th>Applicable Phase</th><th>Amount (ex GST)</th></tr><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></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
	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									
(d)	The applicable phase is determined by us (acting reasonably) at the time we cancel the relevant order with our third-party suppliers.									
(e)	You agree that the Access Build Cancellation Charge is a genuine pre-estimate of our costs.									
When we charge the Access Build Cancellation Charge	(f)	We may cancel the Access Build and charge the Access Build Cancellation Charge if: (i) You cancel your order for the Adaptive Fibre service requiring the Access Build (other than for our material breach) before we deliver the Fibre connection to your Premises; or (ii) you have caused or contributed to: (A) us not being able to secure access to the Premises to undertake the Access Build (after having made at least 3 attempts in good faith to do so); or (B) at least 20 Business Days of delay to the Access Build including your failure to or delay in obtaining all necessary consents and approvals for us to undertake the Access Build.								
	(g)	Clause 3.2(f)(ii) does not apply where the failure or delay is caused or contributed to by us. In the circumstances described in clause 3.2(f)(ii), we must also take reasonable steps to mitigate the costs and expenses incurred by us in connection with the failure or delay.								

When we do not charge the Access Build Cancellation Charge	(h)	We may cancel your Telstra Fibre Build, but will not charge the Access Build Cancellation Charge, if our obligations to nbn co prevent us from building any Telstra fibre infrastructure required to supply a Telstra Fibre service.
	(i)	We will not charge the Access Build Cancellation Charge or the FBC if the nbn Access Build is cancelled in the following circumstances:
	(i)	you cancel for our material breach;
	(ii)	either party cancels because you do not accept our proposed FBC Amendment under clause 5.3(c)(ii) or we agree with you that the costs of additional previously unidentified works are prohibitive and the Adaptive Fibre service cannot progress; or
	(iii)	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 Access Build
	(iv)	an agreement or order between nbn co and us that is required for us to provide the nbn Access Build, is terminated or cancelled for any reason.

4 Conditions and Responsibilities

4.1 Connecting an nbn Access service		
Availability and service qualification	(a)	The availability of the nbn TC4 and nbn TC2 services and their access bandwidth options depends on a number of factors including: <ul style="list-style-type: none"> (i) whether the nbn network has been rolled out and is ready for service for the Premises; (ii) the technology type that nbn co limited makes available at the Premises; and (iii) the maximum line speed achievable at the Premises.
	(b)	At the time of your application, we will perform a service qualification for the Premises to assess availability and feasibility of the nbn Access services and access bandwidth options for the Premises. If we indicate a maximum line speed for the Premises during service qualification, that speed is an indicative estimate only and you must not rely on it as an accurate measure of the line speed that might be actually experienced at the Premises.
	(c)	The nbn Enterprise Ethernet service is currently only available if we offer to supply this service to you.
Potential Outages	(d)	You may experience outages or loss of service when moving from your existing service to a nbn Access service. We will use our reasonable endeavours to advise you if that is likely and how long the interruptions or outages might be.
	(e)	If anyone else owns or uses or is the account holder for fixed line services delivered via an existing HFC cable service at the Premises or premises neighbouring the Premises, you will need to seek approval from them for the installation of an HFC nbn Access service prior to the installation, including consent that their access to the existing service may be momentarily lost during the installation.
	(f)	You must pay all costs and expenses we incur and reimburse us for any direct loss or damage we incur arising from your failure to comply with clause 4.2(d).
	(g)	Your FTTC nbn Access service or your nbn Enterprise Ethernet service may be temporarily interrupted where nbn co performs any installation, activation or relocation work or incidental activities (including for other premises or services) which affect any nbn infrastructure or equipment that supplies your nbn Access service.
4.2 Cabling and Equipment		
Our Equipment & nbn co Equipment	(a)	We or nbn co may install equipment at your site as part of the Access Service (whether Telstra Fibre or nbn Access). Title in equipment supplied by us remains with us unless you have purchased and paid in full for the equipment. Title in equipment installed by nbn remains with nbn co.
	(b)	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. nbn co will determine the appropriate location for their equipment at your site.
	(c)	You must ensure that we or our contractors can access our equipment installed at the Premises at any time we reasonably ask to.
	(d)	You must at all times, take proper care of our equipment and ensure: <ul style="list-style-type: none"> (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.
	(e)	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.

	<p>(f) Where we include a Telstra NTU to connect your Access Service:</p> <p>(i) Where it is a nbn Access service, you will need to provide a secure and dry environment for the Telstra NTU within 1 metre of 240V mains power and with any other technical requirements as notified by us. The standard location for the Telstra NTU is at or near the Network Boundary Point. You can ask us to install the Telstra NTU at an alternative location (for example, in your own communications room on your own floor) and if we agree to your request, you will need to pay us additional cabling costs, which we can confirm on request. If your Telstra NTU is not located at the Network Boundary Point, you are responsible for maintenance of any cabling between the Network Boundary Point and the Telstra NTU.</p> <p>Telstra Fibre:</p> <p>(g) For Telstra Fibre single uplink, 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>(h) 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> <p>nbn Access:</p> <p>(i) Where a nbn NTD or nbn NCD is used to connect an nbn TC4 or nbn TC2 service, the terms relating to the nbn NTD and nbn NCD in clause 8 apply.</p> <p>(j) The same B-NTD for nbn Enterprise Ethernet services can be used by nbn co to connect multiple services to you and to other users.</p>
Your equipment	<p>(k) To apply for and continue to use an Access Service, you must ensure at all times and at your cost that any equipment (other than our or nbn co's equipment) used with the Access Service meets our technical and other requirements that we specify from time to time for compatibility to the Access Service, including;</p> <p>(i) all relevant ACMA technical requirements for connection to a public switched data service; and</p> <p>(ii) any applicable nbn co limited requirements as updated from time to time by nbn co, which are available at http://www.nbnco.com.au/.</p> <p>(l) You must give us accurate equipment configurations so we can set up your Access Service with compatible configurations. If you don't do this, you must pay all expenses we incur in connection with identifying any fault and reconfiguring your Access Service. We can confirm these expenses on request.</p> <p>(m) You must pay us any reasonable costs and expenses we incur in replacing or repairing any plant, equipment or other property that is damaged or destroyed at any time as a result of:</p> <p>(i) equipment that you or your end users provide; or</p> <p>(ii) any change to or interference by such equipment with any property, except to the extent the damage or destruction of such plant, equipment or other property was caused or contributed to by us.</p> <p>nbn Access:</p> <p>(n) If you connect any equipment directly to a FTTB or FTTN nbn Access service (i.e. not through a Telstra NTU) and such terminating equipment is not managed by us, it will not be registered with nbn co and that may limit our ability to monitor or repair faults on your nbn Access service.</p> <p>(o) We can at any time request that you demonstrate your compliance with clause 4.2(k). If your equipment is found to be non-compliant, we may, in addition to our other rights, reduce the speed of the service, suspend or cancel your service. Where we cancel your service as a result of your equipment being non-compliant, we may charge you the applicable early termination charge.</p> <p>(p) The nbn Access service, and any equipment that we or nbn co limited install, do not support extensions to buildings which are outside the Premises in which we or nbn co limited installed the equipment.</p>
Cabling	<p>(q) You must provide and maintain the cable to connect the Access Service from our Network Boundary to your equipment. We connect your existing cabling at your site to Telstra Fibre or the nbn Access Service if:</p> <p>(i) It has been installed by a registered cabling service provider; and</p> <p>(ii) it has been installed to and continues to meet minimum technical requirements that ACMA determines from time to time.</p> <p>(r) Connection charges for your Network Service include installing and testing cabling to the Network Boundary Point but excludes any fibre build costs if an nbn Access Build or any other network extension works are required to connect to your Premises.</p>

	<p>(s) If you request and we agree, we can provide and install cabling beyond the Network Boundary Point to your site for additional charges. You are responsible for ongoing maintenance of any cabling beyond the Network Boundary Point even if we had provided or installed it.</p> <p>nbn Access:</p> <p>(t) For HFC nbn Access services, if you do not have a pre-existing HFC lead-in cable which is serviceable, nbn co limited will install a new HFC lead-in cable either aerially or through new or existing lead-in conduit. Where a new HFC lead-in cable is required, you are responsible for providing suitable trenching and conduit or the erection of poles (including clearing, digging and reinstatement of land) between the property entry point and the building entry point.</p>
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4.3 Direct claims against nbn co

	<p>(a) Subject to clause 4.3(b), to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against nbn co, its Related Bodies Corporate or any of their respective Personnel in connection with:</p> <ul style="list-style-type: none"> (i) the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any nbn Access services; (ii) the design and installation of any infrastructure required for the nbn network to be made available to nbn co's customers at the Premises. <p>(b) Clause 4.3(a) does not apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:</p> <ul style="list-style-type: none"> (i) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or (ii) the death or personal injury of any person to the extent caused or contributed to by negligent or wilful acts or omissions of nbn co, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or (iii) the death or personal injury of any person to the extent caused or contributed to by any equipment or network owned, operated or controlled by nbn co. <p>(c) We may assign the benefit of this clause 4.3 to nbn co or its nominee without consent or, to the extent that consent is required, you hereby give that consent.</p> <p>(d) This clause 4.3 survives expiry or termination of our agreement with you.</p>
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4.4 Ongoing site access and requirements

	<p>(a) You must:</p> <ul style="list-style-type: none"> (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 the Access Service; (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 the Access Service; and (vii) ensure that we or our representatives are the only ones that carry out connections and disconnections to the Access Service facilities and our equipment. <p>(b) If you fail to meet any of your obligations under this section:</p> <ul style="list-style-type: none"> (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.
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5 Access Build

5.1 Application of these build terms

- (a) These Access Build terms apply if an Access Build is required to connect your Access service to your Premises.
- (b) We may require you to sign a separate enterprise works agreement relating to the Access Build. If so, that separate enterprise works agreement prevails over this clause 4.3 and 3.2 to the extent of any inconsistency.

5.2 Access Build Contribution

- (a) You must pay the fibre build contribution amount for the Access Build (**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 Access service which are beyond the scope of the Access Build and our standard delivery. We will confirm those charges to you when they arise.

5.3 FBC Amendment

- (a) You acknowledge that nbn co may amend or introduce the contribution charge which nbn co will charge Telstra for the nbn Access Build at any time up to the start of the nbn build phase. If this occurs, we will notify you of the new or amended FBC which we will charge you (**FBC Amendment**).
- (b) If you accept the FBC Amendment, this is effective to vary your FBC.
- (c) If you do not accept the FBC Amendment by the deadline(s) stated on the FBC Amendment notice:
 - (i) the estimated delivery timing of the nbn Access Build may be delayed as we may need to place a new order with nbn co; and
 - (ii) either party may cancel the nbn Access Build.

5.4 Access to premises for an nbn Access Build

- (a) We or nbn co may require access to a premises for any of these purposes (**Permitted Activities**):
 - (i) perform the nbn Access Build;
 - (ii) undertake a site feasibility assessment regarding the availability of an nbn Access Build;
 - (iii) Inspection, Maintenance or Installation (as those terms are defined in the Act) and the inspection, installation, operation, maintenance, repair, upgrade, swap out, replacement or removal (as those terms are ordinarily used) of the nbn Access Build Facilities; or
 - (iv) exercise any rights or perform any obligations of us or nbn co under our agreement with you.
- (b) You must give us and nbn co safe and timely access (including immediate access in the case of an Emergency) to any premises owned, controlled or occupied by you to carry out the Permitted Activities for so long as:
 - (i) you own, control or occupy the relevant premises; and
 - (ii) you have a contract with us for the supply of a product or service which relies on an nbn product as an input.
- (c) You must provide to us and nbn co all requested information reasonably necessary and all reasonable assistance to enable us and nbn co to facilitate access to your Premises and related sites in relation to the Permitted Activities. This includes contact person, site owner, occupier or manager details and any induction, health, safety or security clearance requirements. You consent to us providing this information to nbn co for the purposes of undertaking the Permitted Activities.
- (d) You must obtain, at your cost, all consents and approvals required for us and nbn co to access the Premises for the purposes of the Permitted Activities. This includes any environmental regulatory requirements, Native Title and Aboriginal Heritage claims or requirements.
- (e) To the fullest extent possible, we and nbn co will carry out the Permitted Activities in reliance on our and nbn co's powers and immunities contained in Schedule 3 of the Act. Nothing in our agreement with you affects, restricts, limits or derogates from our rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (f) Where we or our Personnel are required by the Act to give you and/or a third party a notice in relation to the exercise of our power to inspect land, to install a low impact facility, or to maintain a facility (as defined in the Act), including the nbn Access Build and the Permitted Activities:
 - (i) you waive your right to be given such notice and object to an activity which would have been the subject of a notice if not for the operation of this clause; and
 - (ii) you agree to obtain from any such third party a waiver of their right to be given such notice and to object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (g) If you delay or fail to provide or procure the access, consents, approvals and waivers in accordance with this section, then until such time as these are provided:

	<p>(i) we are relieved of any obligations to you to carry out the Permitted Activities or provide your service, unless at our discretion we elect to carry out and/or satisfy such obligations; and</p> <p>(h) we may suspend the operation of any nbn Access Build Facility.</p>
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5.5 Health and safety

	<p>(a) In the Build Area, our or our Personnel's health and safety policies, procedures and directions (as updated from time to time) will apply exclusively and your and your Personnel's health and safety policies, procedures and directions will not apply.</p> <p>(b) When outside the Build Area, we will comply with, and take reasonable steps to ensure our Personnel comply with reasonable health and safety policies, procedures or directions which you notify to us provided that:</p> <p>(i) you give us as much notice as feasible in the circumstances; and</p> <p>(ii) they do not conflict with our or our Personnel's policies, procedures or directions or impede our or our Personnel's ability to comply with Health and Safety Laws or perform our obligations under our agreement with you.</p> <p>(c) You agree to:</p> <p>(i) provide us and our Personnel with all information within your exclusive knowledge that may give rise to health and safety risks in the Build Area or whilst undertaking the Permitted Activities;</p> <p>(ii) provide us and our Personnel with reasonable information on request to enable compliance with Health and Safety Laws;</p> <p>(iii) notify us of Health and Safety Incidents you become aware of that occur in the Build Area or relate to the Permitted Activities; and</p> <p>(iv) ensure that your Personnel comply with any directions provided by us and our Personnel with respect to access to the Build Area or compliance with Health and Safety Laws.</p>
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5.6 Preparing your site for an nbn Access Build

	<p>(a) You are responsible for preparing your site for the nbn Access Build in accordance with the requirements we notify to you. This includes the following requirements, which we may update from time to time:</p> <table border="1"> <tr> <td>Rack Mount</td><td> <p>A 19" or 21" rack with reliable DC or AC power within one (1) metre of the proposed B-NTD/Power Supply Unit (PSU) location</p> <p>At least three (3) Rack Units of Space (3RU) of space within the rack</p> <p>An earth point for the B-NTD within the rack where the B-NTD is installed, in accordance with AS/NZS 3000 as amended from time to time</p> </td></tr> <tr> <td>Wall Mount</td><td> <p>Sufficient space for the wall mount solution and clearances</p> <p>Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU)</p> <p>An earth point for the B-NTD within 10m of a wall mount location, in accordance with AS/NZS 3000 as amended from time to time</p> </td></tr> </table>	Rack Mount	<p>A 19" or 21" rack with reliable DC or AC power within one (1) metre of the proposed B-NTD/Power Supply Unit (PSU) location</p> <p>At least three (3) Rack Units of Space (3RU) of space within the rack</p> <p>An earth point for the B-NTD within the rack where the B-NTD is installed, in accordance with AS/NZS 3000 as amended from time to time</p>	Wall Mount	<p>Sufficient space for the wall mount solution and clearances</p> <p>Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU)</p> <p>An earth point for the B-NTD within 10m of a wall mount location, in accordance with AS/NZS 3000 as amended from time to time</p>
Rack Mount	<p>A 19" or 21" rack with reliable DC or AC power within one (1) metre of the proposed B-NTD/Power Supply Unit (PSU) location</p> <p>At least three (3) Rack Units of Space (3RU) of space within the rack</p> <p>An earth point for the B-NTD within the rack where the B-NTD is installed, in accordance with AS/NZS 3000 as amended from time to time</p>				
Wall Mount	<p>Sufficient space for the wall mount solution and clearances</p> <p>Provision of reliable AC power – General Power Outlets(s) (GPO) within one (1) metre of the B-NTD/PSU)</p> <p>An earth point for the B-NTD within 10m of a wall mount location, in accordance with AS/NZS 3000 as amended from time to time</p>				

5.7 Ownership of infrastructure

	<p>(a) You do not obtain any right, title or interest (whether legal, equitable or statutory) in any part of the Facilities.</p> <p>(b) You must not do any of the following acts, and must take reasonable precautions to ensure that a third party does not do any of the following acts:</p> <p>(i) interfere with the Permitted Activities;</p> <p>(ii) alter, damage (excluding fair wear and tear), interfere with, repair or attempt to repair the Facilities in any way; or</p> <p>(iii) store or use inflammable or other dangerous substances in or near the Facilities.</p> <p>(c) You must pay us any costs we incur if you breach clause 5.7(b).</p>
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6 Telstra Fibre - Add-ons

6.1 Service changes

	<p>(a) You can ask us to supply and provide the following at your cost:</p> <p>(i) cable upgrades from the Property Entry Point to the Building Entry Point via trenching supplied by you or us;</p> <p>(ii) alternate or diverse cable entry point to building;</p> <p>(iii) additional service commissioning tests; or</p>
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	(iv) any other work specifically requested on your site.
6.2 Other work we do	
	<p>(a) The standard network connection charge for service activation includes work performed during Business Hours.</p> <p>(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.</p> <p>(c) Enhanced service assurance options may be available at an additional cost to you. These offer faster response and repair targets for faults.</p>

7 Service Management

7.1 Service Availability					
Telstra Fibre	<p>(a) We aim to meet the following availability targets for Telstra Fibre, measured over a 12-month period:</p> <table border="1"> <tr> <td></td><td>Single Uplink</td></tr> <tr> <td>Telstra Fibre and nbn Enterprise Ethernet</td><td>99.95%</td></tr> </table> <p>(b) Availability is calculated using the following formula: $\text{Service availability} = \{[(\text{HPY} - \text{POY}) - \text{OT}] / (\text{HPY} - \text{POY})\} \times 100\}$ where: HPY = the number of hours in the relevant year. OT = the number of outage hours for the Telstra Fibre Service in the relevant year. POY = the number of hours in the planned outage period in the relevant year.</p>		Single Uplink	Telstra Fibre and nbn Enterprise Ethernet	99.95%
	Single Uplink				
Telstra Fibre and nbn Enterprise Ethernet	99.95%				
nbn Access	<p>(c) We do not promise successful data transmission at all times when using the nbn Access Service. Temporary interruptions and packet loss may occur from time to time, including due to scheduled and unscheduled outages in the nbn network or power outages. We will endeavour to advise you of scheduled outages in the nbn network.</p>				
7.2 Fault reporting and repair					
Standard Restoration	<p>(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.</p> <p>(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 Part D of these Service Terms.</p>				
Fault reporting	<p>(c) You can report the details of a suspected fault to our Corporate Service Centre on telephone number 132 255 (or such other numbers as we tell you). We calculate our response time from when a valid service fault report is received by us.</p> <p>nbn Access:</p> <p>(d) You should not report suspected faults directly to nbn co.</p>				
7.3 Temporary Repairs					
	<p>(a) Sometimes, we or nbn co do temporary repairs so you can use your Access Service before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.</p> <p>(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 your Access Service.</p>				
7.4 Third party faults					
	<p>(a) We're not responsible for failing to meet our obligations in relation Access Services for incidents or faults caused or contributed to by the following (Third Party Faults):</p> <ul style="list-style-type: none"> (i) 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 the Access Service); (ii) the cutting of cable or fibre which affects your Access Service; (iii) equipment we didn't supply as part of the Access Service; 				

	<p>(iv) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or</p> <p>(v) 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).</p> <p>(b) If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.</p>
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7.5 Service appointment times

	<p>(a) We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.</p> <p>(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.</p>
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8 Services on the nbn network

8.1 About these terms

Inconsistencies	<p>(a) If there is any inconsistency between this clause 8 and any other terms in these Service Terms that apply to the nbn Access, then this clause 8 applies to the extent of the inconsistency.</p> <p>(b) The rights we have in this clause 8 are in addition to our rights to suspend or terminate a service in the Digital Services Agreement General Terms, any other Service Terms or other agreement we have with you</p>
Which terms apply to you	<p>(c) Clauses 8.2(a)(ii), 8.2(a)(v), 8.2(l)(xii) and 8.2(m) do not apply to you if you are a Small Business Customer, and clauses 8.2(n) and 8.2(o) apply instead.</p>

8.2 Your obligations

	<p>(a) In order for us to comply with our Wholesale Broadband Agreement, you must:</p> <p>(i) provide us and nbn co with safe and timely access to your Premises to:</p> <p>(A) enable the supply of nbn Access services to you;</p> <p>(B) perform any work on or in relation to our network, the nbn, nbn co Equipment or, where lawful, a third party's network whether or not in connection with the supply of an nbn Service; and</p> <p>(C) enable nbn co to exercise its rights or perform its obligations under the Wholesale Broadband Agreement;</p> <p>(ii) use and deactivate the nbn Access services and nbn co Equipment in compliance with nbn Policies. You may obtain a copy of the nbn Policies from us;</p> <p>(iii) not use or attempt to use any nbn Service in a manner that:</p> <p>(A) is unlawful; or</p> <p>(B) would cause us or nbn co to breach the Wholesale Broadband Agreement;</p> <p>(iv) not damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the nbn, the nbn Service, our networks, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you or another person on the nbn;</p> <p>(v) not use the nbn Service or nbn co Equipment in a manner which endangers or has the potential to endanger the health or safety of any persons;</p> <p>(vi) ensure that the networks, systems, equipment and facilities you use in connection with the nbn are technically compatible with the nbn and comply with and are used in accordance with, any nbn Policies and any legal requirements; and</p> <p>(vii) provide us with reasonable assistance to enable us to supply or maintain the nbn Access services or to comply with our obligations under the Wholesale Broadband Agreement (including notifying us promptly if you are aware of any material damage to nbn co Equipment and ensuring your equipment used in connection with the nbn Service is maintained in good repair and working condition).</p> <p>(viii) ensure that any technicians that you engage to carry out works associated with an installation are registered cablers, hold all relevant industry certifications and otherwise comply with all applicable laws, regulations and standards.</p> <p>(b) You must not operate an NTD for an nbn Service on the nbn HFC Network from a premises other than the Premises at which it has been originally installed. If you do so, nbn co may cease to</p>
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	<p>supply to us anything that is necessary for us to supply the nbn Service to you and we may deactivate your nbn Service.</p> <p>(c) You must reimburse us for any loss (including for the cost of repairs) or damage caused to us as a result of loss, theft or damage to nbn co Equipment to the extent that you have caused or contributed to that loss, theft or damage.</p>
	<p>(d) You or an authorised representative who is over 18 will need to be present at the Premises if nbn co needs to attend the Premises, as reasonably requested by us.</p> <p>(e) If you're not the owner of the Premises, you will need to seek approval from the owner for the installation (including location within the Premises) of the nbn Access services and the nbn co Equipment (if relevant).</p> <p>(f) If anyone else owns or uses or is the account holder for fixed line services delivered via an existing HFC cable service at the Premises or premises neighbouring the Premises, you will need to seek approval from them for the installation of an nbn Service on the nbn HFC Network, including consent that their access to the existing service may be momentarily lost during the installation.</p> <p>(g) You allow us and nbn co to permanently disconnect and discontinue the supply of any product or services supplied to the Premises and any incidental activities to install your nbn Service.</p> <p>(h) You must install in accordance with the accompanying installation instructions, any nbn co Equipment you receive as soon as possible.</p> <p>(i) For nbn Access services on the nbn FTTC Network where your Premises has a Main Distribution Frame, you will ensure and allow us and nbn co to use any in-premises or in-building wiring or cabling or equipment (including common property) at the Premises to supply your service. You must tell us if any relevant consent is withdrawn.</p> <p>(j) For the installation of nbn Access services on the nbn Fibre Network, the nbn HFC Network, the nbn FTTC Network and the nbn Fixed Wireless Network:</p> <ul style="list-style-type: none"> (i) at the time of an installation, nbn co will assess whether the installation is a standard installation, non-standard installation or a Subsequent Installation; and (ii) you can ask for the nbn co Equipment to be installed in a particular location, but this may result in the installation being considered a non-standard installation. If the installation is a non-standard installation or a Subsequent Installation, then nbn co will provide you with a quote for the additional costs and will only perform the non-standard installation or Subsequent Installation if you agree. These additional charges will be billed to you by us. <p>(k) If you are not the only account holder of fixed line services currently connected at the Premises, you must ensure that you have obtained the consent of all relevant account holders at the Premises before the installation of the nbn Access services and notify us if any such account holder withdraws their consent prior to installation.</p> <p>(l) You agree and acknowledge that:</p> <ul style="list-style-type: none"> (i) we may disclose information about you to nbn co as required for us to perform our obligations under our agreement with you, to enable nbn co to exercise its rights or as otherwise required or permitted by law; (ii) to the maximum extent permitted by law and subject to your rights under consumer protection laws which may apply and which cannot be excluded, nbn co is not liable for any loss or damage arising from or in connection with the nbn Access services; (iii) nbn co is not providing any products or services to you; (iv) nbn Access services require 240-volt mains power at your Premises (which you are required to provide) to operate in the ordinary course; (v) in relation to nbn Access services provided over the nbn Fibre Network or the nbn Fixed Wireless Network: <ul style="list-style-type: none"> (A) you are required to provide this power via a dedicated double power point located within 3 metres (unobstructed) of the NTD; (B) nbn co will, if you request it, install a back-up battery and power supply unit with the NTD, and the back-up battery will only provide power (for a limited period) to the UNI-V port of the NTD; (C) During any power failure at your Premises the UNI-D port of the NTD will not function; and UNI-V port of the NTD will not function if a back-up battery is not installed, or installed but flat or faulty, and in either case, you will not be able to receive or make any telephone calls (including calls to Emergency 000 service) via the nbn Service; (D) it is your responsibility to regularly check the back-up battery if you have one; (E) where there is a fault with the back-up battery: during the first 24 months after installation, in addition to your rights under consumer protection laws which apply and cannot be excluded, we will repair or replace the back-up battery; or after that period, subject to your rights under consumer protection laws which apply and cannot be excluded, it is your responsibility to repair or replace the battery in accordance with the nbn Policies;

	<p>(F) any service level applicable to the nbn Service does not apply where your nbn Service is unworkable due to a power failure at your Premises or to a flat or faulty back-up battery;</p>
	<p>(vi) in relation to nbn Access services provided over the nbn FTTB/FTTN Networks, the nbn FTTC Network and the nbn HFC Network:</p> <p>(A) the Telstra nbn Modem must always be connected to mains power supply directly;</p> <p>(B) if your mains power supply fails or the power is turned off, your nbn Access services will not function. You will not be able to receive or make any telephone calls (including calls to Emergency 000 services) via the nbn Service and your broadband service will also not work; and</p> <p>(C) any service level applicable to the nbn Service does not apply where your nbn Service is unworkable due to a power failure at your Premises or affecting equipment used by nbn co for the purposes of supplying your nbn Service;</p> <p>(vii) in relation to nbn Access services provided over the nbn FTTC Network, your service may be temporarily interrupted where nbn co performs any installation, activation or relocation work or incidental activities that affects the DPU that supplies the nbn FTTC Network service. Such work or incidental activities may relate to nbn Access services or Premises other than your own;</p> <p>(viii) nbn co does not have a contractual relationship with you regarding the supply of your service and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the nbn or nbn co Equipment used for the provision of nbn Access services;</p> <p>(ix) if we provide any materials to you that incorporate nbn co intellectual property, then we grant you a non-exclusive and non-transferable licence during the term of our agreement with you to use the nbn co intellectual property solely to the extent required for you to use the nbn Service to which that nbn co intellectual property relates;</p> <p>(x) all cabling and equipment on your side of the Network Boundary Point is your responsibility, and if we provide you with equipment, responsibility for loss or damage to the equipment passes to you when it is delivered to your Premises;</p> <p>(xi) you are responsible for any loss or damage to us or another person or any of our networks, systems, facilities, equipment or sites or those of another person to the extent that such loss or damage was caused by you, your agents, suppliers, contractors or representatives. However, you are not liable for any loss or damage to the extent that it is caused by us or nbn co or an installer; and</p> <p>(xii) if nbn co changes the Wholesale Broadband Agreement, or the Wholesale Broadband Agreement is replaced by a new wholesale agreement with nbn co, we can unilaterally amend this Section in accordance with the Telecommunications Act 1997 (Cth) in order for us to comply with our obligations under the Wholesale Broadband Agreement or any new wholesale agreement with nbn co.</p> <p>(m) We may immediately disconnect, deactivate, limit or suspend your nbn Service (in whole or part) or any network, system, facility or equipment you use in connection with the nbn at any time without notice to you:</p> <p>(i) if you are in breach of clauses 8.2(a) or 8.2(n);</p> <p>(ii) without undertaking our own investigation of your conduct, if nbn co informs us that your conduct is in breach of clauses 8.2(a) or 8.2(n); or</p> <p>(iii) in the event that nbn co ceases, suspends, or interrupts the supply to us with anything that is necessary for us to supply the nbn Service to you.</p> <p>(n) If you are a Small Business Customer, in order for us to comply with our Wholesale Broadband Agreement you must:</p> <p>(i) comply with our reasonable directions, instructions, policies and procedures in respect of the following:</p> <p>(A) protecting the integrity of nbn or any other network, systems, equipment or facilities used by us or another person in connection with the nbn;</p> <p>(B) ensuring the quality of any product or service supplied by nbn co to us or any other person; or</p> <p>(C) protecting the health or safety of any person;</p> <p>(ii) comply with nbn co's Fair Use Policy (as amended by nbn from time to time) located at http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html (or such other URL as nbn co may use to locate the policy). Under nbn's Fair Use Policy you must not engage in unfair use, which means:</p> <p>(iii) use of the nbn in a way that causes or may cause interference, disruption, or congestion;</p> <p>(iv) undertaking (or attempting to undertake) any of the following activities without authorisation:</p> <p>(A) accessing material or data or logging into a server or account unlawfully;</p>

	<p>(B) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network;</p> <p>(C) probing, scanning or testing the vulnerability of a system or network; or</p> <p>(D) breaching the security or authentication measures for a service or network;</p> <p>(v) not use your nbn Service to support:</p> <p>(A) any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or</p> <p>(B) connections for the purpose of providing or enabling carrier or service provider interconnection;</p> <p>(vi) comply with any reasonable requirements set out in nbn Pass-Through Information we may provide to you from time to time;</p> <p>(vii) comply with the Terms of Use of nbn co Equipment (as amended from time to time), which can be found in Module 3 – Activation – of the nbn co Operations Manual which can be found at http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html (or such other URL as nbn co may use to locate the Terms of Use); and</p> <p>(viii) ensure that the networks, systems, equipment and facilities you use in connection with the nbn are technically compatible with the nbn and comply with and are used in accordance with all reasonable procedures notified by us to you and any legal requirements.</p>
	<p>(o) If you are a Small Business Customer or a Consumer Customer, in the event that the supply by nbn co to us of anything that is necessary for us to supply nbn Access services to you:</p> <p>(i) ceases, we may disconnect and cancel your nbn Service (in whole or part) by giving you, where possible, 6 months' notice, or where it is not possible, as much notice as is reasonably possible depending on all the relevant circumstances. This includes if you are within your minimum term. If this happens, we will not charge you any applicable early termination charges; or</p> <p>(ii) is suspended or interrupted, we may restrict, suspend or limit your nbn Service (in whole or part) by giving you as much notice as is reasonably possible in the relevant circumstances. However, we are reliant on nbn co to provide us with this information about the nbn.</p> <p>(iii) If we disclose nbn Confidential Information to you, you must not disclose that nbn Confidential Information to anyone without our consent.</p>

8.3 Charges

	<p>(a) nbn co may charge Telstra under the Wholesale Broadband Agreement to connect your premises to the nbn where nbn co identifies your premises to be in a new development and subject to a charge (a New Development Charge). If applicable, we will bill the New Development Charge to you.</p> <p>(b) nbn co imposes other charges on Telstra under the Wholesale Broadband Agreement for miscellaneous activities, such as:</p> <p>(i) non-standard installations;</p> <p>(ii) additional installations;</p> <p>(iii) subsequent installations;</p> <p>(iv) changes to installations;</p> <p>(v) missed appointments (where you are not in attendance at the Premises at the agreed appointment time);</p> <p>(vi) cancelled appointments (where you cancelled or changed an agreed appointment time less than 1 hour before nbn co dispatched personnel to the Premises);</p> <p>(vii) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded);</p> <p>(viii) invalid fault reports (where you report a fault with your nbn Service, and the nbn is not found to be faulty); and</p> <p>(ix) restored orders (where you ask for an order that has been put on hold to be restored).</p> <p>(c) Where Telstra incurs charges for these miscellaneous activities, we may bill those charges to you. However, we will notify you of these charges when you make your appointment or before doing the work and will only perform the work if you agree to pay these charges. These additional charges will be billed to you.</p>
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8.4 Special meanings

	<p>(a) In this clause 8 "you" means the customer and also means any of your end users, or anyone who you allow or authorise to use the nbn Service.</p>
	<p>(b) The following words have the following special meanings:</p>

nbn Confidential Information means any information we obtain from nbn co and which we advise you is confidential.

DPU means equipment used by nbn co for the purposes of supplying an nbn Service on the nbn FTTC Network.

nbn means the nbn Fibre Network, the nbn Fixed Wireless Network, the nbn HFC Network, the nbn FTTC Network and the nbn FTTB/FTTN Networks and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of nbn Access services.

nbn co Equipment means any equipment that is owned, operated or controlled by nbn co.

nbn Fibre Network means the nbn fibre network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, nbn co (to avoid doubt, excludes the nbn FTTB/FTTN Networks).

nbn Fixed Wireless Network means the nbn fixed wireless network that is owned or controlled by, or operated by or on behalf of, nbn co.

nbn FTTB Network means the nbn Fibre to the Building (FTTB) network that is owned or controlled by, or operated by or on behalf of, nbn co.

nbn FTTB/FTTN Networks means both the nbn FTTB Network and the nbn FTTN Network.

nbn FTTC Network means the nbn Fibre to the Curb (FTTC) network that is owned or controlled by, or operated by or on behalf of, nbn co.

nbn FTTN Network means the nbn Fibre to the Node (FTTN) network that is owned or controlled by, or operated by or on behalf of, nbn co.

nbn HFC Network means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, nbn co.

nbn Pass-Through Information means the information that nbn may, from time to time, provide to Telstra that is relevant to you, when accessing or using the nbn.

nbn Policies means the instructions, policies and procedures issued and updated from time to time by nbn co, including the nbn Fair Use Policy available at <http://www.nbnco.com.au/>, nbn Fair Use Policy for NFAS in the nbn co Product Catalogue, the nbn co Equipment terms of use as issued and updated from time to time by nbn co, the nbn co Operations Manual and nbn Pass-Through Information, all of which are available at www.nbnco.com.au.

New Development Charge has the meaning set out in clause 8.3(a).

Subsequent Installation means any subsequent nbn co installation a Premises after the initial standard or non-standard installation.

Telstra nbn Modem means the modem that Telstra may supply to deliver your Network Service via an nbn Access service.

Wholesale Broadband Agreement means the most recent version of our Wholesale Broadband Agreement with nbn co for the supply of nbn Access (located at <http://nbnco.com.au/getting-connected/service-providers/agreements/wba.html/> (or such other URL as nbn co may use to locate that agreement)).

Service Terms & Conditions – Part B

Network Services

TID Adapt Premium & TID Adapt Lite

9 Service summary

9.1 What is Telstra Internet Direct Adapt?	
	<p>(a) Telstra Internet Direct Adapt (TID Adapt) includes:</p> <ul style="list-style-type: none">(i) Telstra Internet Direct Premium Adapt (TID Premium Adapt) - a committed information rate connection, which means you will get your subscribed bandwidth; and(ii) Telstra Internet Direct Lite Adapt (TID Lite Adapt) - a peak information rate connection, which means the throughput you experience may vary depending on the number of end users connected at the same time and the associated line transmission rates of those end users. You may not always get your subscribed bandwidth as this is dependent on the traffic load in our network. <p>(b) Which each connect to the Internet via our points of presence around Australia.</p>
9.2 Service term	
	<p>(a) Your TID Adapt service commences when we first supply both the Telstra Internet Direct Adapt service and an Access Service to you.</p> <p>(b) TID Adapt is provided on a month to month basis.</p>
9.3 Cancellation	
	<p>(a) If your Access Service is cancelled, you will need to request your TID Adapt service to be also cancelled, with effect from the date of cancellation of each of these requests</p>

10 Charges

10.1 List Prices	
	<p>(a) Unless otherwise agreed in writing, the charges for your TID Adapt service are published in the Adaptive Networks Customer Portal.</p>

11 Inclusions

11.1 Access Services	
	<p>(a) In order to make use of a TID Adapt service, you will need to have an approved Access Service.</p>
11.2 Bandwidth options	
	<p>(a) The subscribed bandwidth for your TID Adapt service is the nominal data throughput rate limit that you have ordered and we have configured for service.</p> <p>(b) Actual throughput depends on a variety of other factors, including:</p> <ul style="list-style-type: none">(i) the bandwidth of your Access Service;(ii) that the transmission protocol uses some of the access bandwidth to manage the data transmission;(iii) the capability and settings of equipment and systems and used by the sender and the recipient of the data transfer; and(iv) the average payload size - the smaller the payload size, the lower the effective throughput due to higher ratio of transmission overhead.
11.3 Static IP addresses	
	<p>(a) As part of your TID Adapt service, we will provide you with access to one Internet protocol address (IP Address). We may replace that IP Address with a different IP Address at any time by giving 14 days' prior notice to you. You cannot request a particular IP Address.</p> <p>(b) You acknowledge that the IP Address that we allocate for your use may have been used by us (or other people) prior to being allocated to you. As a result, you may receive traffic intended for us (or those other people) and the traffic may be malicious (e.g. as part of a denial of service attack).</p>

	<p>(c) We grant you a non-exclusive, non-transferable, revocable licence to use the IP Address in equipment for the sole purpose of using the IP Address with your TID Adapt service. We reserve all other rights in the IP Address.</p> <p>(d) You may not sub-licence, assign, share, sell, rent, lease, transfer or otherwise deal with the IP Address other than as granted to you under this section of Our Customer Terms.</p> <p>(e) If you are migrating from another Internet Service Provider to a TID Adapt service, you will be provided with a new IP Address. It is your responsibility to update your existing network configurations to take into account your new IP Address.</p>
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12 Add-ons

12.1 Domain Name Servers (DNS)	
	<p>(a) You can apply for us to host a domain name on one of our DNS servers. You can apply for us to host your domain name on either a Primary DNS server or on a Secondary DNS server (which will mirror the domain information of the Primary DNS server).</p> <p>(b) If your TID Adapt service is cancelled, we will remove your DNS records from our DNS servers. You will need to transfer your domain name hosting services to another TID Adapt service or to another provider.</p>

13 Service management

13.1 Your use of the TID Adapt service							
	<p>(a) You must ensure that your use of the TID Adapt service complies with all reasonable procedures notified by us, including our Acceptable Usage Policy.</p> <p>(b) We may immediately limit, suspend or cancel the whole or part of your TID Adapt service if we believe on reasonable grounds that you have breached our Acceptable Usage Policy. We will usually attempt to notify you before we suspend or terminate the service if it is reasonably possible to do so.</p> <p>(c) If we supply any software to you in connection with your TID Adapt service, your use of any such software is subject to the terms and conditions supplied with the software or otherwise notified to you.</p>						
13.2 Helpdesk							
	<p>(a) As part of the TID Adapt service, we provide a 24 hours a day, 7 days a week fault reporting service (Helpdesk) for you to tell us about service faults.</p>						
13.3 TID Network availability							
	<p>(a) We aim to meet the following availability targets each month for the components of TID Adapt service set out below:</p> <p>(i) TID Core Network - 99.995%</p> <p>(ii) TID Edge Network - 99.95%</p> <p>(b) We measure the service availability of the TID Core Network as the percentage of time that any primary POP could pass traffic to all other primary POPs via the core.</p> <p>(c) We measure the service availability of the TID Core and Edge Network as follows:</p> <table border="1"> <thead> <tr> <th>Your connection</th><th>Network availability</th></tr> </thead> <tbody> <tr> <td>If you are connected to a primary point of presence (primary POP):</td><td>The percentage of time that our intercapital network was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</td></tr> <tr> <td>If you have a different connection:</td><td>The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.</td></tr> </tbody> </table>	Your connection	Network availability	If you are connected to a primary point of presence (primary POP):	The percentage of time that our intercapital network was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.	If you have a different connection:	The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.
Your connection	Network availability						
If you are connected to a primary point of presence (primary POP):	The percentage of time that our intercapital network was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.						
If you have a different connection:	The percentage of time that our intercapital network and our regional network for the point of presence to which you are connected was functioning correctly. This is measured as the total number of minutes at least one primary POP in each city was available and the point of presence to which you are connected was available, according to city-to-city measurements we conduct, as a percentage of the total number of minutes in the month.						
13.4 Access Service network availability							
	<p>(a) Your Access Service has a separate service availability target set out in Part A of the Service Terms & Conditions..</p>						

13.5 Scheduled Outages

	<p>(a) There may be scheduled outages to your TID Adapt service for us to perform scheduled maintenance, upgrades or repairs. We do not take scheduled outages into account in calculating service availability levels.</p> <p>(b) We aim (but do not guarantee) to tell you about scheduled outages to your TID Adapt service at least five business days beforehand. We can do this by posting information on our website or by sending an e-mail to the person you have nominated as your technical contact.</p> <p>(c) We aim (but do not guarantee) to make sure scheduled outages to your TID Adapt service are performed between 2:00 am and 7:00 am (your local time) and do not exceed a total of 7 hours in a week or 14 hours in a quarter.</p>
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13.6 Response and restoration target times

Standard Restoration	<p>(a) 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 TID Adapt service are set out Part D of these Service Terms.</p>
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Service Terms & Conditions – Part D

Service Levels

Standard Restoration

14 Standard Restoration

14.1 What is Standard Restoration?											
	(a) The Standard Restoration service levels are indicative timeframes for the restoration of your service following a fault in your product or service. Standard Restoration is included with your product or service.										
14.2 Telstra Support Zones											
	(a) Our support locations are based on population density. The zone where the work is to be performed (Support Zone) will determine the expected completion time of Restoration activities. <table><tr><th>Support Zone</th><th>Population size</th></tr><tr><td>Urban</td><td>greater than 10,000</td></tr><tr><td>Major Rural</td><td>between 2,500 and 10,000</td></tr><tr><td>Minor Rural</td><td>between 200 and 2,500</td></tr><tr><td>Remote</td><td>less than 200</td></tr></table>	Support Zone	Population size	Urban	greater than 10,000	Major Rural	between 2,500 and 10,000	Minor Rural	between 200 and 2,500	Remote	less than 200
Support Zone	Population size										
Urban	greater than 10,000										
Major Rural	between 2,500 and 10,000										
Minor Rural	between 200 and 2,500										
Remote	less than 200										
	(b) Unless otherwise agreed with you, where a service has one end in a different area (e.g. urban area, rural area or remote area) to the other end, or where the fault occurs in a different area traversed by the service, the service will be classed according to the area which provides the longer Restoration Target.										
	(c) We will tell you at the time that you apply for the Standard Restoration service level whether your site or sites where the service level applies is located in an Urban area, a Rural area or a Remote area.										
14.3 Service level exclusions - Restoration											
	(a) Our restoration service levels do not apply where the Restoration Target is affected by: <ul style="list-style-type: none">(i) any hours during the Response Target or Restoration Target which are outside the Coverage Period(ii) a fault with your product or service that is caused by you;(iii) the cutting of cable or fibre which is needed to provide your product or service;(iv) interference or damage to our equipment or network by you or by a third party;(v) a fault beyond our network boundary point or with your equipment (unless we have specifically agreed in writing to support these things). Without limiting the foregoing, FTTN and FTTB (VDSL) devices not registered with nbn will not be supported on, or eligible for, SLA Premium;(vi) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or(vii) any other cause beyond our reasonable control (including, but not limited to, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, determination of the Australian Competition and Consumer Commission, determination of any court of law or any such similar event).										
14.4 Faults caused by you											
	(a) If you ask us to restore your product or service and you have caused the fault (or the fault is caused by someone using your product or service) we may charge you our reasonable costs incurred in identifying, examining and rectifying those faults.										

15 Restoration Targets

15.1 Adaptive Fibre

- (a) This table presents the default and enhanced assurance targets for Access Services underpinning the following products:
- (i) BIP Adapt
 - (ii) TID Premium Adapt
 - (iii) TID Lite Adapt

Service Level Options:	End of Next Business Day	Extended Business Hours	Business Plus	Express 4	Express 4 Plus
Urban Response Target:	8 hours	2 hours	60 minutes	30 minutes	30 minutes
Urban Restoration Target:	EoNBD	12 hours	12 hours	4 hours	4 hours
Coverage Period:	8am-5pm Mon-Fri	7am-9pm Mon-Sun	24x7	7am-9pm Mon-Sun	24x7
Rural Support Zone:	Urban Restoration Target PLUS 1 Business Day where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend an off-shore location, then our Restoration Target will be 5 Business Days				
Remote Support Zone:	Urban Restoration Target PLUS 2 Business Days where accessible by road from an Urban location. If we are required to use 3rd Party transportation to attend a Remote location, then our Restoration Target will be 5 Business Days				
Access Technology Types					
Adaptive Networks Telstra Fibre ¹			Included		
Adaptive Networks Telstra Fibre (TID Premium Adapt)			Included		
Adaptive Networks Telstra Fibre (TID Lite Adapt)	-	Included		-	-
Adaptive Networks nbn Enterprise Ethernet	-	-	Included	-	
Adaptive Networks nbn Enterprise Ethernet (TID Premium Adapt)			Included		
Adaptive Networks nbn Enterprise Ethernet (TID Lite Adapt)		Included		-	-

Service Terms & Conditions – Part E

Interpretation

16 DICTIONARY

16.1 Dictionary	
(a)	Access Build Cancellation Charge has the meaning set out in clause 3.2(b).
(b)	Access Service means a compatible telecommunications service that is used to connect your premises to our point of presence.
(c)	ACMA means the Australian Communications & Media Authority
(d)	B-NTD means a network termination device supplied by nbn co limited for the supply of an Access Service on the nbn Enterprise Ethernet network.
(e)	Building Entry Point is the point where cable crosses or goes through the perimeter of your building.
(f)	Business Day means any day, other than a Saturday, Sunday or recognised public holiday in the state in which your premises are located.
(g)	Business Hours are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).
(h)	Core Network means our core transmission links and backbone routers.
(i)	Coverage Period means the coverage period for the service and as set out in the table in clause 15.1(a). The Coverage Period depends upon the service assurance level and method of access that applies to that service.
(j)	Edge Network means our Core Network and our VPN edge devices.
(k)	End of Next Business Day or EONBD means Restoration Target of any one of: <ul style="list-style-type: none"> (i) for non nbn™ products - once the fault is registered in our systems then restoration will be completed prior to 5pm on the next Business Day; OR (ii) for nbn products - where the fault is reported to us before 1pm on a Business Day, then restoration will be completed prior to 5pm on the next Business Day. Where the fault is reported to us between 1pm and midnight on a Business Day, one (1) Business Day must be added to the restoration targets.
(l)	Facility includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with an Access Service or Network Service.
(m)	FBC has the meaning set out in clause 5.1(a).
(n)	FBC Amendment has the meaning set out in clause 5.3(a).
(o)	Fixed Wireless means nbn fixed wireless network that is owned or controlled by, or operated by or on behalf of, nbn co.
(p)	FTTB means the nbn Fibre to the Building network that is owned or controlled by, or operated by or on behalf of, nbn co.
(q)	FTTN mean means the nbn Fibre to the Node network that is owned or controlled by, or operated by or on behalf of, nbn co.
(r)	FTTP means the nbn fibre to the premises network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, nbn co (to avoid doubt, excludes FTTB and FTTN).
(s)	HFC means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, nbn co.
(t)	MAN means metropolitan area network.
(u)	MDF means the main distribution frame located in the multi-dwelling unit in which the Premises is located.
(v)	Metropolitan area or Metro means the metropolitan areas of the following cities - Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.
(w)	nbn co means nbn co limited (ABN 86 136 533 741) and its related body corporates, officers, employees, agents, contractors, sub-contractors and consultants.
(x)	nbn Fibre Build Facility means any infrastructure, cable or associated equipment build, installed or used by nbn co as part of an nbn Fibre Build.
(y)	nbn NCD means a network connection device supplied by nbn co limited for the supply of the nbn Access services on the FTTC network.
(z)	nbn network means the FTTP, Fixed Wireless, FTTB, FTTN, and HFC nbn networks and includes any other network, systems, equipment and facilities used by nbn co in connection with the supply of services which rely on the nbn network or for which the nbn network is a component part.

(aa)	nbn NTD means a network termination device supplied by nbn co limited to connect nbn Access Services on FTTP, Fixed Wireless or HFC access technologies. This device can also referred to as the nbn Connection Box.
(bb)	<p>Network Boundary or Network Boundary Point means the boundary determined under section 22 of the Telecommunications Act 1997 and when used in reference to an nbn Access service, means:</p> <ul style="list-style-type: none"> (i) in relation to FTTP, HFC and Fixed Wireless - your side of the user network interface on the nbn NTD; (ii) in relation to FTTB - your side of the user network interface on the MDF; (iii) in relation to FTTN - the first socket on the line after building entry; and (iv) in relation to FTTC: (v) if your Premises has an MDF, your side of the user network interface on the MDF; or (vi) the first phone point on the line after building entry or your side of the user network interface on the NCD.
(cc)	Network Service means a network service compatible with Telstra Fibre, current compatible services are Telstra Internet Direct (TID) Adapt or Business IP (BIP) Adapt
(dd)	NTU or Telstra NTU means a network termination unit and is a Telstra network device which connects to the Access Service and provides an ethernet interface at the user end.
(ee)	Permitted Activities has the meaning set out in clause 5.4(a).
(ff)	<p>Personnel means:</p> <ul style="list-style-type: none"> (i) in relation to a party, that party's officers, employees and agents and that party's subcontractors and consultants and their officers, employees and agents; and. (ii) if the party is Telstra, includes nbn co (to the extent applicable).
(gg)	Point of presence or POP means the place where an Access Service connects to our Internet access network.
(hh)	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.
(ii)	Property Entry Point means the point where the cable or optic fibre enters your property.
(jj)	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.
(kk)	<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:</p> <ul style="list-style-type: none"> (i) the service is returned to full working order; or (ii) a temporary repair is performed which allows the service to be used. <p>We exclude any hours during that period, which are outside the coverage period.</p>
(ll)	Site means the premises to which a Site Service is provided.
(mm)	Support Zone has the meaning given in clause 14.2.
(nn)	TID Adapt means TID Lite Adapt and TID Premium Adapt.
(oo)	TID Lite Adapt means Telstra Internet Direct Lite Adapt, as described in Part B of the Service Terms and Conditions.
(pp)	TID Premium Adapt means Telstra Internet Direct Premium Adapt, as described in Part B of the Service Terms and Conditions.
(qq)	Traffic Class refers to nbn product options offered by nbn (for example: Traffic Class 4 and Traffic Class 2).
(rr)	Urban area means an area with a population of at least 10,000.
(ss)	VDSL2 means very-high-bit-rate digital subscriber line version 2 and is the technology used by nbn co in areas where they have deployed FTTB and FTTN.