

Part A – General Terms

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Part A – General Terms

1 About the Home Broadband Plans Section

Our Customer Terms

- 1.1 This is the Home Broadband Plans section of Our Customer Terms.
- 1.2 The following sections of Our Customer Terms also apply to you if you take up a Home Broadband Plan:
- (a) the General Terms for Consumer Customers;
 - (b) the Basic Telephone Services section;
 - (c) if any of your services are provided over the NBN, the Services on the NBN section and the Consumer Services on the NBN section of Our Customer Terms;
 - (d) for customers who took up a Home Broadband plan prior to 26 February 2019, the BigPond Services section and Telstra Mobile section of Our Customer Terms; and
 - (e) for customers who took up a Home Broadband plan on or after 26 February 2019, Parts A, K and the Telstra Mobile Satellite section of the Telstra Mobile section of Our Customer Terms if your service is provided over the Telstra Mobile Network.

Inconsistencies

- 1.3 If the General Terms for Consumer Customers, the Basic Telephone Services section, the BigPond Services section, or the Telstra Mobile section of Our Customer Terms are inconsistent with something in this Home Broadband Plans section, then the Home Broadband Plans section applies instead of the other section to the extent of the inconsistency.
- 1.4 If a provision of the Home Broadband Plans 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.

Parts of the Home Broadband Plans section

- 1.5 The Home Broadband Plans section is divided into:
- (a) Part A - General Terms;
 - (b) Part B – Current Home Broadband Plans;
 - (c) Part C – Old Home Broadband Plans Not Available for New Sales;
 - (d) Part D – Special Offers;
 - (e) Part E – Hybrid Modems;
 - (f) Part F – Additional Broadband Service Terms.



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2 About Home Broadband Plans

- 2.1 Telstra Home Broadband Plans allow eligible customers to combine a Telstra home phone and Telstra home broadband service on one bill, at a special monthly price.
- 2.2 Depending on which Home Broadband Plan you have, your Plan may also include a Foxtel from Telstra service on the one bill.
- 2.3 For new and recontracting customers from 23 April 2013, your home phone and home broadband services must be connected at the same physical address.
- 2.4 For existing customers changing or modifying their Plans from 1 October 2013, your home phone and home broadband services must be connected at the same physical address.
- 2.5 To be eligible for a Home Broadband Plan, you must:
- (a) be the owner of the standard Telstra basic telephone service that the service will be connected to; or
 - (b) have obtained the owner's permission to connect the service if you or your group member are not the owner of the relevant telephone service.
- 2.6 If you sign up to a 24 month term Plan and the 24 month term ends, you will remain on your Plan on a month to month basis.
- 2.7 Broadband service availability, and the type of service offered, depends on what is currently available at your location, following service qualification checks by us.
- 2.8 If we are unable to connect your home phone and home broadband services, we will attempt to contact you to discuss further options. If we cannot successfully contact you after a reasonable number of attempts, we will place your connected services on the lowest-priced plan(s) and notify you when this occurs. If we are not able to connect all of your services, you may cancel your order and you will not be required to pay any fees or charges in doing so.
- 2.9 We will start charging you for your Plan once all the services in your Plan are activated. Until such time, we will continue to charge you for the other services that you have with us, including services connected in accordance with section 2.8 above, if any. You must pay the Plan monthly fee on a pro-rata basis for the period from the date all your services are activated until the start of your next billing cycle. This pro-rated amount will appear on your first or second bill for your Plan. During this time, your broadband monthly allowance will also be pro-rated.
- 2.10 Subject to clause 2.9, you must pay the monthly fee for your plan and any add-ons in advance. Any additional usage charges are payable in arrears. Other fees and charges that are payable by you are payable by the date on the invoice.
- 2.11 For ACT customers: If your Telstra Voice (previously HomeLine) service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you a monthly ACT Government Utilities Tax Charge. See the General Terms of Our Customer Terms for further details.
- 2.12 A Plan is not available with any other offer unless we advise otherwise.



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3 We can change the technology used to provide your service

- 3.1 This clause 3 applies to you if you took up a Home Broadband Plan on or after 26 February 2019.
- 3.2 We provide our home phone and home broadband services using different technologies. We determine the technology used to provide your service.
- 3.3 We can change the technology used to provide either service and move you to a different technology. Although this will not involve a change to Our Customer Terms, we will still comply with the requirements of the provisions of the General Terms of Our Customer Terms for changes to Our Customer Terms. The amount of notice (if any) that we will give you and your rights (if any) to cancel your service will depend on the impact that the change in technology has on you, as described in those provisions.

Assistance

- 3.4 You must give us all reasonable assistance to implement a technology change. This includes providing us (or our contractors) with safe and timely access to the premises and equipment, and you (or your authorised representative who is over 18 years of age) being present at the premises as reasonably requested.
- 3.5 Unless otherwise agreed with you, where we change the technology pursuant to this clause, we will not charge you for any equipment we supply to you to use with the changed technology, or for installation of that equipment.

4 Activation and delivery fees for Home Broadband Plan/bundle orders made on and after 31 October 2017

- 4.1 This clause 4 applies to Home Broadband Plan/bundle orders made on and after 31 October 2017.
- 4.2 A \$99 connection charge applies to customers who are connecting a new Telstra consumer:
- (a) home broadband service; or
 - (b) home phone service (or Telstra consumer voice service connected to the nbn),
- as part of their Home Broadband Plan. This fee will cover the work required to activate the service(s) to your address, and will appear as a separate charge on your bill.
- 4.3 Subject to clause 4.8, a standard installation charge of \$240 applies if you chose to purchase professional installation.
- 4.4 Standalone Telstra consumer home phone service (or Telstra consumer voice service connected to the nbn) connections and standalone Telstra consumer home broadband service connections (ADSL, Cable, Velocity or nbn) remain subject to the relevant terms in the Basic Telephone Services section and the BigPond Services section of Our Customer Terms.



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- 4.5 You can ask us to change the place where the service is provided and we will do this if we can, but we cannot guarantee that we will be able to provide the service at the new place. You may experience some delays from a change in address, and you may have to pay a charge for installing the service at the new address.
- 4.6 If you are an existing Telstra customer moving premises, and want to reconnect your Telstra consumer:
- (a) home phone service (or voice service on the nbn); and/or
 - (b) home broadband service,
- at your new premises, the moving home services in the Telstra Platinum section of Our Customer Terms apply.
- 4.7 If you took up a Home Broadband Plan on or before 31 January 2019 and you cancel the Telstra Voice service in your Plan within 3 months of the date you take up the Plan, then you will need to pay us \$100, which is the difference between the Standard Connection charge and the Temporary Connection charge.
- 4.8 The professional installation charge and other additional installation charges may also apply for non-standard installations. Examples of whether this may apply include where your premises does not have any lead-in or you require other in-home wiring work in order to connect your service(s), or you require the installation of non-standard equipment.
- 4.9 We may perform additional connections, adds, moves or changes, maintenance and repair work (including work beyond the first socket) for you which is not provided as part of your service. The charges for these services vary depending on the nature of the services provided. We will tell you about these charges before you agree to proceed with a service request. Such charges are fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.
- 4.10 If you receive or purchase hardware from us, delivery fees (which we will quote you) may apply for the delivery of that hardware to you.
- 4.11 Additional NBN charges may apply including a NBN New Development Charge and subsequent installation charge as set out in the Services on the NBN Section of Our Customer Terms.

5 Transferring to the National Broadband Network (nbn)

- 5.1 For new and recontracting customers from 23 April 2013 on a Plan that includes a BigPond Fast home broadband service, we can transfer your service before the end of your fixed length contract to a service supplied using nbn Co's 25/5 Mbps speed tier. These speeds exceed the capabilities of some content servers and personal computers. Actual speeds will be slower and will vary due to a number of factors including hardware and software configuration, source and type of content downloaded, the number of users and performance of interconnecting infrastructure not operated by Telstra. Devices connected by Wi-Fi may experience slower speeds than those connected by Ethernet cable.



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6 BigPond Velocity service

- 6.1 BigPond Velocity broadband service is only available in selected areas. To check if you can get the BigPond Velocity service, please call 1800 008 994 or visit <http://www.telstra.com.au/smartcommunity/>

7 Speed Boost

- 7.1 Speed Boost is available on nbn, Cable and eligible Velocity broadband to eligible customers with a 13 digit account number in selected areas on selected eligible plans:

Speed Boost	Eligible broadband services/fees
Standard Plus Evening Speed Boost <i>Not available with new Home Broadband plans on and from 26 February 2019 unless otherwise advised by us</i>	\$20/mth – nbn (including Fixed Wireless).
Premium Speed Boost	\$20/mth – Cable and Velocity
Premium Evening Speed Boost	\$30/mth – nbn (excluding Fixed Wireless)

We will check if you're eligible when you're taking up Speed Boost.

- 7.2 If you move from a Plan that includes Speed Boost at no additional charge to a Plan on which Speed Boost is not included you will be charged the standard price per month for speed boost unless you cancel it.
- 7.3 Existing Bundle customers with a BigPond Cable broadband service who upgrade to a Plan with Speed Boost may have to pay \$216 for a compatible self-install Telstra Wi-Fi Modem, depending on what type of modem you already have.
- 7.4 You may cancel your Speed Boost by telling us. If you do so part way through a month, your monthly subscription fee will be rebated to you on a pro-rated basis, calculated on the number of days left in your billing cycle.
- 7.5 There is a limit of one Speed Boost per Plan per month. Your Speed Boost continues to apply unless it is cancelled.

8 Installation

- 8.1 This clause applies to you if you took up a Home Broadband Plan on or after 26 February 2019.

Self-installation

- 8.2 If you have chosen self-installation:



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- (a) when your self-installation kit is delivered, we ask you to check that it is unopened, and contact us if this is not the case; and
 - (b) you are responsible for installing the broadband transmission facilities at your premises using the self-installation kit.
- 8.3 If you tell us that your self-installation kit contains faulty components, you must give us sufficient information to assess the kit (including allowing us to test your personal computer to evaluate its performance). If the relevant part is not faulty, we may need to charge you a service fee. We will tell you the amount of the service fee before we test the self-installation kit.
- 8.4 If your service is supplied using Cable technology, you will be able to self-install your service if you have a Foxtel by cable (not satellite) outlet with two or less wallplates, and the cable outlet is active, or has been active, since July 2001.

Professional installation

- 8.5 Professional installation is not available for all services, and it is not available on Linux operating systems.
- 8.6 If you choose professional installation or if we reasonably think that your service needs to be professionally installed and you agree, we will
- (a) install the broadband transmission facilities at your premises;
 - (b) maintain those facilities for so long as we continue to supply the service to you; and
 - (c) connect up to five “network ready” devices.
- 8.7 You must:
- (a) ensure we are given safe access to the premises when we come to install, maintain or remove the broadband transmission facilities;
 - (b) ensure that a person of at least 18 years of age is present when we come to install, maintain or remove the broadband transmission facilities to provide us with access to the areas of your premises that we need access to, passwords to your computer and systems (as required), electrical power and internet access (where required) and reasonable assistance with using your systems; and
 - (c) pay all data charges (if any) associated with the professional installation services (including but not limited to downloading any software, software updates, and drivers).
- 8.8 You acknowledge that:
- (a) there is a risk that some or all of your data may be lost during professional installation;
 - (b) you are responsible for backing up your software and data before any professional installation;



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- (c) unless otherwise stated, the cost of any software and hardware is not included in the price of the professional installation and you are responsible for the cost of any such software and/or hardware; and
 - (d) all customer software related to the service being provided must be legal and have a valid licence.
- 8.9 If you (or, if you are a group administrator, your group member) are not the owner of the premises at which the broadband transmission facilities are to be installed, you (or, if you are a group administrator, your group member) must obtain prior permission from the owner (including any body corporate) for us to enter the premises and install, maintain or remove the broadband transmission facilities.
- 8.10 If you ask us to install the broadband transmission facilities in a particular way and we tell you that we do not recommend that method of installation, we are not responsible for any loss that results from acting in accordance with your instructions.
- 8.11 We may need another party to help install the broadband transmission facilities at the premises (such as a qualified plumber or electrician), or we may need a third party network operator to disconnect their telecommunications services or cables on the premises. If we need this kind of help, we will tell you first. You will need to arrange for the work to be completed before we proceed with our installation.

Ownership and use of the broadband transmission facilities

- 8.12 The broadband transmission facilities remain our property at all times.
- 8.13 You must not:
- (a) damage the broadband transmission facilities in any way;
 - (b) use or allow anyone else to use the broadband transmission facilities without our prior permission; or
 - (c) remove any marking which identifies the broadband transmission facilities as belonging to us.

Ownership and use of equipment

- 8.14 We own any equipment we provide to you to help you use and access the service until your service commences. Once your service commences, you own the equipment.
- 8.15 Until your service commences, you must not:
- (a) sell or damage the equipment; or
 - (b) give the equipment to another person or allow someone else to use it without our prior consent.



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9 Hardware Repayment Option (“HRO”)

What is HRO?

- 9.1 Under the HRO, we will offer approved customers credit known as a Hardware Repayment Amount and allow you to repay that credit by monthly instalments over a 24 month period (“**HRO term**”). This credit contributes towards the upfront purchase price of eligible hardware.

Availability

- 9.2 These terms apply to customers taking up a HRO on or after 26 February 2019. See the BigPond Services section of Our Customer Terms for the HRO terms that apply to customers who took up a HRO on or before 25 February 2019.
- 9.3 Customers who are eligible for the HRO are those who meet **all** of the eligibility criteria set out in the table contained in clause 9.6 below (“**Eligible Customers**”).
- 9.4 To avoid doubt, despite anything else in this clause 9, HRO is not available in relation to the purchase of mobile handset devices. Customers may be eligible to apply for a Mobile Repayment Option in relation to mobile handset devices (see [Part C - Special Promotions of the Telstra Mobile Section of Our Customer Terms](#)).
- 9.5 Unless we say otherwise, for all Eligible Customers, HRO is available until the date that we determine.

Hardware Repayment Amounts

- 9.6 Different Hardware Repayment Amounts are available depending on your chosen hardware and other factors such as the services you have with us (or services you are acquiring from us together with the HRO). The available Hardware Repayment Amounts are set out below.

Hardware Repayment Amounts	Eligible hardware and customers
\$48, \$72, \$96, \$120, \$144, \$192, \$216, \$240, \$264, \$288, \$336, \$384, \$396, \$432, \$456, \$ 480, \$528, \$552, \$576, \$600 \$624, \$672, \$720, \$840, \$960, \$1080, \$1200, \$1440, \$1680, \$1920, \$2160, \$2400, \$2880, \$3360	<p>Customers are eligible to apply where all of the following requirements are met:</p> <ul style="list-style-type: none"> Customer is a Consumer Customer with an existing full service fixed phone, post-paid mobile or post-paid broadband service with us (“Eligible Service”); The relevant hardware has been determined by us as eligible hardware (“Eligible Hardware”); Customer has with us all the services that are necessary for use of the Eligible Hardware (“Relevant Eligible Services”); Customer has a 13-digit account number; Customer passes relevant credit assessment; and Customer does not have more than five Hardware Repayment Option arrangements



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Hardware Repayment Amounts	Eligible hardware and customers
	with us in total.

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- 9.7 The Hardware Repayment Amount chosen cannot be more than the price of hardware you have selected (incl GST).
- 9.8 We will pay the Hardware Repayment Amount directly to the relevant Telstra Store or participating Telstra dealer on your behalf.
- 9.9 If the price of the hardware is higher than the Hardware Repayment Amount, you must pay the difference between the price of the hardware (incl GST) and the Hardware Repayment Amount. You must pay this difference directly to us or the participating Telstra Shop/dealer where you bought the device.
- 9.10 You must repay the Hardware Repayment Amount by monthly instalments over the HRO Term. If you do not repay the Hardware Repayment Amount, we may suspend or cancel your service(s) with us in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).
- 9.11 You must repay the balance of the Hardware Repayment Amount outstanding for an item of Eligible Hardware if you cancel a Relevant Eligible Service.
- 9.12 You must not have more than a total of five HROs.
- 9.13 In this section:

Consumer Customers are as defined in (and those customers subject to) the General Terms for Consumer Customers Section of Our Customer Terms.

10 Electronic Billing and Payment

- 10.1 Any Plan connected from 7 June 2011 requires paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.
- 10.2 Exemptions from these fees are available for:
- (a) Telstra Pensioner Discount customers;
 - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
 - (c) Australian Government Health Care Card Holder customers; and
 - (d) customers who do not have an email address or internet access.



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- 10.3 **Paperless Bill:** You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the Consumer General Terms section of Our Customer Terms.
- 10.4 **Electronic Payment:** You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee. ® Registered to BPAY Pty Ltd ABN 69 079 137 518

11 Fair Use Policy

- 11.1 The purpose of the Home Broadband Fair Use Policy is to ensure that:
- (a) Home Broadband services are used in accordance with Our Customer Terms;
 - (b) all customers can access our services; and
 - (c) our services are not used in an unreasonable or unacceptable manner.
- 11.2 The Home Broadband Fair Use Policy applies to Home Broadband customers.
- 11.3 You must not:
- (a) use a Home Broadband service to operate or support a business, or for any other commercial or non-domestic purpose or otherwise make the service available for public use whether or not for profit;
 - (b) wholesale, resell, or charge for access to, a Home Broadband service;
 - (c) use a Home Broadband service in a manner that breaches Our Customer Terms, or any laws (including applicable foreign laws)
 - (d) use a Home Broadband service for any fraudulent purpose;
 - (e) manipulate or attempt to bypass any limitations or usage restrictions on a Home Broadband service;
 - (f) use a Home Broadband service in a manner that could interfere with the service, our networks or equipment or those of another purpose, or our ability to provide services to you or another person.
- 11.4 For the avoidance of doubt, your ordinary domestic use of a Home Broadband service will not breach this policy. For example, a high level of ordinary domestic use of a broadband service with no data limit will not be a breach of this policy.
- 11.5 If you breach this Home Broadband Fair Use Policy, we may take remedial action. We may also take remedial action if the law or a regulator or other authority requires us to do so.
- 11.6 The types of remedial action which we may take include:
- (a) for a serious breach, immediately terminating or suspending your service;



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- (b) for a non-serious breach where the consequences are serious, immediately terminating or suspending your service;
 - (c) for all other breaches, immediately suspending your service and then terminating the service if you do not remedy the breach;
 - (d) if your service involves us publishing, hosting or making available material or content provided or selected by you, removing or disabling access to that material or content;
 - (e) giving you a notice to stop the activities or conduct, or to take steps to remedy your breach;
 - (f) giving you a warning that any further repetition of the activity or conduct will result in us immediately terminating or suspending your service; and
 - (g) reporting of the activities or conduct to relevant authorities.
- 11.7 We will try to tell you before we terminate or suspend your service if it is reasonably possible for us to do so.

12 Special meanings

- 12.1 In the Home Broadband Plans section, the following terms have the following special meanings:
- (a) **Broadband transmission facilities** means:
 - (i) where we supply your service using Cable, the equipment and facilities installed to your premises on the network side of the wall plate through which the service is supplied, including optical fibre, coaxial cable, ducts, conduits and the wall plate,
 - (ii) where we supply your service using ADSL, the equipment and facilities installed to your premises on the network side of the boundary of our telecommunications network, including a standard Telstra fixed telephone line,
 - (iii) where we supply your service using another technology type, the equipment and facilities installed to your premises through which the service is supplied,but excludes the equipment (e.g. modem, filters) and any software we give you.
 - (b) **Boundary of our telecommunications network** means the boundary as ascertained in accordance with section 22 of the Telecommunications Act 1997 and is a physical point where our network ends. Generally this is located at a customer main distribution frame or, where there is no main distribution frame, a Telstra network termination device or, where there is no main distribution frame and no network termination device, the first socket (wall plate).
 - (c) **Group member** means a person that has been authorised by a group administrator to use a service on a group administrator account.



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