

# Our Customer Terms

## Services on the National Broadband Network Section

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### 1 About this Part

- 1.1 This is the Services on the National Broadband Network Section of Our Customer Terms and applies if we supply NBN Services to you.
- 1.2 The General Terms of Our Customer Terms (to see these terms for consumers, [click here](#) for small business and corporate click here), as well as other terms of Our Customer Terms, also apply to the NBN Services, unless stated otherwise in our agreement with you.
- 1.3 There are a number of defined terms in this Section of Our Customer Terms. Please refer to clause 4 for the defined terms.

#### Inconsistencies

- 1.4 If there is any inconsistency between this Section and any other section in Our Customer Terms that applies to the NBN Services, then this Section applies to the extent of the inconsistency.
- 1.5 The rights we have in this Section are in addition to our rights to suspend or terminate a service in the General Terms or any other section of Our Customer Terms or other agreement we have with you.

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### 2 Your obligations

- 2.1 Clauses 2.2(b), 2.2(e), 2.13(l) and 2.14(c) do not apply to you if you are a Small Business Customer or a Consumer Customer, and clauses 2.15 and 2.16 apply instead.
- 2.2 In order for us to comply with our Wholesale Broadband Agreement, you must:
  - (a) provide us and NBN Co with safe and timely access to your Premises to:
    - (i) enable the supply of NBN Services to you;
    - (ii) 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
    - (iii) enable NBN Co to exercise its rights or perform its obligations under the Wholesale Broadband Agreement;
  - (b) use and deactivate the NBN Services and NBN Co Equipment in compliance with NBN Policies. You may obtain a copy of the NBN Policies from us;
  - (c) not use or attempt to use any NBN Service in a manner that:
    - (i) is unlawful; or
    - (ii) would cause us or NBN Co to breach the Wholesale Broadband Agreement;

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- (d) 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;
  - (e) 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;
  - (f) 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
  - (g) provide us with reasonable assistance to enable us to supply or maintain the NBN 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).
  - (h) 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.
- 2.3 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 supply to us anything that is necessary for us to supply the NBN Service to you and we may deactivate your NBN Service.
- 2.4 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.
- 2.5 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.
- 2.6 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 Services and the NBN Co Equipment (if relevant).
- 2.7 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.
- 2.8 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.
- 2.9 You must install in accordance with the accompanying installation instructions, any NBN Co Equipment you receive as soon as possible.

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- 2.10 For NBN 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.
- 2.11 For the installation of NBN Services on the NBN Fibre Network, the NBN HFC Network, the NBN FTTC Network and the NBN Fixed Wireless Network:
- (a) 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
  - (b) 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.
- 2.12 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 Services and notify us if any such account holder withdraws their consent prior to installation.
- 2.13 You agree and acknowledge that:
- (a) 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;
  - (b) 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 Services;
  - (c) NBN Co is not providing any products or services to you;
  - (d) NBN Services require 240-volt mains power at your Premises (which you are required to provide) to operate in the ordinary course;
  - (e) in relation to NBN Services provided over the NBN Fibre Network or the NBN Fixed Wireless Network:
    - (i) you are required to provide this power via a dedicated double power point located within 3 metres (unobstructed) of the NTD;
    - (ii) 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;
    - (iii) During any power failure at your Premises the:
      - (A) UNI-D port of the NTD will not function; and

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- (B) 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;
  - (iv) it is your responsibility to regularly check the back-up battery if you have one;
  - (v) where there is a fault with the back-up battery:
    - (A) 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
    - (B) 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;
  - (vi) 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;
- (f) in relation to NBN Services provided over the NBN FTTB/FTTN Networks, the NBN FTTC Network and the NBN HFC Network:
  - (i) the Telstra NBN Modem must always be connected to mains power supply directly;
  - (ii) if your mains power supply fails or the power is turned off, your NBN 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
  - (iii) 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;
- (g) in relation to NBN 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 Services or Premises other than your own;
- (h) NBN Co does not have a contractual relationship with you in regard to 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 Services;

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- (i) 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;
  - (j) 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;
  - (k) 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
  - (l) 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.
- 2.14 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:
- (a) if you are in breach of clauses 2.2 or 2.15;
  - (b) without undertaking our own investigation of your conduct, if NBN Co informs us that your conduct is in breach of clauses 2.2 or 2.15; or
  - (c) 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.
- 2.15 If you are a Small Business Customer or a Consumer Customer, in order for us to comply with our Wholesale Broadband Agreement you must:
- (a) comply with our reasonable directions, instructions, policies and procedures in respect of the following:
    - (i) protecting the integrity of NBN or any other network, systems, equipment or facilities used by us or another person in connection with the NBN;
    - (ii) ensuring the quality of any product or service supplied by NBN Co to us or any other person; or
    - (iii) protecting the health or safety of any person;
  - (b) 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

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the policy). Under NBN's Fair Use Policy you must not engage in unfair use, which means:

- (i) use of the NBN in a way that causes or may cause interference, disruption, or congestion;
- (ii) undertaking (or attempting to undertake) any of the following activities without authorisation:
  - (A) accessing material or data or logging into a server or account unlawfully;
  - (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;
  - (C) probing, scanning or testing the vulnerability of a system or network; or
  - (D) breaching the security or authentication measures for a service or network;
- (c) not use your NBN Service to support:
  - (i) 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
  - (ii) connections for the purpose of providing or enabling carrier or service provider interconnection;
- (d) comply with any reasonable requirements set out in NBN Pass-Through Information we may provide to you from time to time;
- (e) 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
- (f) 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.

2.16 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 Services to you:

- (a) 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

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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

- (b) 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.

2.17 If we disclose Confidential Information to you after 22 April 2014 you must not disclose that Confidential Information to anyone without our consent.

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### 3 Charges

3.1 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.

3.2 NBN Co imposes other charges on Telstra under the Wholesale Broadband Agreement for miscellaneous activities, such as:

- (a) non-standard installations;
- (b) additional installations;
- (c) subsequent installations;
- (d) changes to installations;
- (e) missed appointments (where you are not in attendance at the Premises at the agreed appointment time);
- (f) cancelled appointments (where you cancelled or changed an agreed appointment time less than 1 hour before NBN Co dispatched personnel to the Premises);
- (g) repair, modification or removal of equipment (subject to your rights under consumer protection laws which apply and cannot be excluded);
- (h) invalid fault reports (where you report a fault with your NBN Service, and the NBN is not found to be faulty); and
- (i) restored orders (where you ask for an order that has been put on hold to be restored).

3.3 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.



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### 4 Special meanings

4.1 In this Section “you” means the customer and also means any of your end users, or anyone who you allow or authorise to use the NBN Service.

4.2 The following words have the following special meanings:

**B-NTD** means a network termination device supplied by NBN Co for the supply of NBN Services on NBN Enterprise Ethernet Network.

**Confidential Information** means any information we obtain from NBN Co and which we advise you is confidential.

**Consumer Customer** has the meaning set out in the General Terms for Consumer Customers of Our Customer Terms (to see these terms [click here](#)).

**DPU** means equipment used by NBN Co for the purposes of supplying an NBN Service on the NBN FTTC Network.

**MDF** means the main distribution frame located in the multi-dwelling unit in which your Premises is located.

**NBN** means the NBN Fibre Network, the NBN Fixed Wireless Network, the NBN HFC Network, the NBN FTTC Network, the NBN FTTB/FTTN Networks, and NBN Enterprise Ethernet Network and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of NBN Services.

**NBN Co** means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, subcontractors and consultants.

**NBN Co Equipment** means any equipment that is owned, operated or controlled by NBN Co.

**NBN Enterprise Ethernet Network** means the NBN fibre network that comprises solely of fibre lines including only point-to-point fibre between a fibre access node and a Premises, and that is owned or controlled by, or operated by or on behalf of, NBN Co (but excludes the NBN Fibre Network).

**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.

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**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 for NBN Ethernet, NBN Fair Use Policy for NFAS in the NBN Co Product Catalogue, NBN Fair Use Policy for NBN Enterprise Ethernet, 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](http://www.nbnco.com.au).

**NBN Service** means a service which relies on the NBN, or for which the NBN is a component part.

**Network Boundary Point** means the point where the NBN Service is provided, being:

- (i) in relation to the NBN Fibre Network, the NBN HFC Network and the NBN Fixed Wireless Network - your side of the user network interface on the NTD;
- (ii) in relation to the NBN FTTC Network – your side of the user network interface on the MDF;
- (iii) in relation to the NBN FTTN Network:
  - (A) if your Premises has an MDF, your side of the user network interface on the MDF; or
  - (B) the first phone point on the line after building entry or your side of the user network interface on the NCD.
- (iv) in relation to the NBN FTTN Network – your first phone point on the line after building entry; and
- (v) in relation to the NBN Enterprise Ethernet Network – your side of the user network interface on the B-NTD.

**Network Connection Device (NCD)** means a network connection device supplied by NBN Co for the supply of the NBN Services on the NBN FTTC Network.

**Network Termination Device (NTD)** means a network termination device supplied by NBN Co for the supply of NBN Services on the NBN Fibre Network, the NBN HFC Network and the NBN Fixed Wireless Network. NTD is also referred to as the **NBN Connection Box**.

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**New Development Charge** has the meaning set out in clause 3.1.

**Premises** means the location at which you intend to use the NBN Service.

**Small Business Customer** has the meaning set out in the General Terms for Small Business of Our Customer Terms (to see these terms [click here](#)).

**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 NBN Services.

**Wholesale Broadband Agreement** means the most recent version of our Wholesale Broadband Agreement with NBN Co for the supply of the NBN components of NBN Services (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)).