

DRAFT: 9 SEPTEMBER 2015

Commercial-in-confidence

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Changes in this document are marked up against the version of the Price List available to Customers as at 9 September 2015.

Price List

Wholesale Broadband Agreement



This document contains amendments which describe a proposed Satellite variant of the NEBS product which NBN Co is considering introducing under the Wholesale Broadband Agreement. This version is not executable and is not a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Price List

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.1, ~~or 2.2~~ or 2.3.



NBN Co Networks: Fibre, Wireless, FTTB, ~~and FTTN~~ and Satellite.



Version	Description	Effective Date
2.0	Issued on 9 December 2013	Execution Date
2.1	Medium Business Phase 1(b) notified on 13 March 2014	30 April 2014
2.2	Higher traffic class 1 & 4 CVC speed tiers notified on 29 August 2014	15 October 2014
2.3A	NEBS supplied by means of the NBN Co FTTB Network published on 19 December 2014	Later of 19 December 2014 and the Execution Date
2.3B	Reduce CVC TC-4 price to \$17.50 per Mbps per month and related changes notified on 26 November 2014	1 February 2015
2.4	NEBS supplied by means of the NBN Co FTTN Network published on 4 September 2015	Later of 18 September 2015 and the Execution Date
<u>2.5</u>	<u>NEBS supplied by means of the NBN Co Satellite Network</u>	<u>Satellite Commercial Launch Date</u>

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Environment

NBN Co asks that you consider the environment before printing this document.



Introduction

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.1, ~~or 2.2 or 2.3~~. If the Head Terms are version 2.1, then all references to the "NBN Co FTTN Network" and "New Developments" are to be disregarded. If the Head Terms are version 2.1 or 2.2, then all references to the "NBN Co Satellite Network" are to be disregarded.

This document sets out the Charges and other amounts payable which apply to the products and services that NBN Co supplies to its customers. The Product Description for each Product contains more information about the relevant Product Component or Product Feature.

The Charges are arranged in this Price List according to the product they apply to and are then separated into recurring Charges and other Charges. Recurring Charges are periodic amounts which are payable in each Billing Period a product or service is supplied by NBN Co to a customer. Other Charges are non-recurring and are payable only when certain activities or events occur (e.g. installations, disconnections).

This Price List also sets out the credits and rebates which NBN Co offers to its customers from time to time.

Certain provisions of this Price List may be affected by the terms of an SAU.

Price List Roadmap

A roadmap describing the structure of this Price List follows for the assistance of Customer.

Part A: NBN Co Ethernet Bitstream Service (NEBS)

Part A sets out the Charges which apply in connection with the supply of the NEBS. This includes Charges relating to the core Product Components (UNI, AVC, CVC, NNI) and the optional Product Features (second UNI-V and AVC TC-1 bundle, Multicast AVC, Multicast Domain, Enhanced-12 Fault Rectification Service).

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Part B: Facilities Access Service

Part B sets out the Charges which apply in connection with the supply of the Service Elements of the Facilities Access Service (Cross Connects, NBN Co Co-location, NBN Co ODF Termination Point, Building Entry Service).

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Part C: Discounts, Rebates and Credits

Part C governs Discounts, Rebates and Credits which NBN Co offers to Customer from time to time and the eligibility criteria which applies to those Discounts, Rebates and Credits.

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Part D sets out the Charges which are apply to New Development Locations.

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Part E: Interpretation

Part E contains the rules of interpretation which apply to this Price List.

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Part A: NBN Co Ethernet Bitstream Service (NEBS)

1. Recurring Charges for core components

This section 1 sets out the recurring Charges which apply to the NEBS Product Components that Customer must acquire. The specific Charges which apply to an Ordered Product depend on the Product Features selected by Customer (e.g. bandwidth profile).

1.1 AVC and UNI

(a) The recurring Charges per Billing Period for the AVC TC-4 and UNI bundle are:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	NBN Co Network	Recurring Charge
12	1	Fibre, FTTB, FTTN, and Wireless and Satellite	\$24.00
25	5	Fibre, FTTB, FTTN, and Wireless and Satellite	\$27.00
25	5 - 10	FTTB and FTTN	\$30.00
25	10	Fibre	
25 - 50	5 - 20	FTTB and FTTN	\$34.00
50	20	Fibre	
25 - 100	5 - 40	FTTB and FTTN	\$38.00
100	40	Fibre	
250	100	Fibre	\$70.00
500	200	Fibre	\$100.00
1000	400	Fibre	\$150.00

Note: To be read subject to sections 3.4 ~~and~~ 8 of the [Product Description for the NBN Co Ethernet Bitstream Service](#) and sections 4.3.1 ~~and~~, 8.1.2 ~~and~~ 8.3.2 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service](#).

(b) The recurring Charge for the AVC TC-4 and UNI bundle includes access to and use of:

- (i) one AVC TC-4 as per the table at section 1.1(a);
- (ii) one symmetrical AVC TC-1 of 0.15Mbps;
- (iii) one UNI-D in connection with the supply of the AVC to a Premises served by the NBN Co Fibre Network, ~~or~~ NBN Co Wireless Network ~~or~~ NBN Co Satellite Network or one UNI-DSL in connection with the supply of the AVC to a Premises served by the NBN Co FTTB Network or NBN Co FTTN Network; and
- (iv) one UNI-V (where available) in connection with the supply of the AVC TC-1 to a Premises served by the NBN Co Fibre Network.

(c) The recurring Charges per Billing Period for the AVC TC-1 Product Component of the NEBS are:

AVC TC-1 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
0.15	Fibre, FTTB, FTTN, and Wireless <u>and Satellite</u>	\$10.00
0.3	Fibre, FTTB and FTTN	\$20.00
0.5	Fibre, FTTB and FTTN	\$33.00
1.0	Fibre, FTTB and FTTN	\$66.00
2.0	Fibre, FTTB and FTTN	\$132.00
5.0	Fibre, FTTB and FTTN	\$330.00

Note: The amount of one symmetrical AVC TC-1 of 0.15Mbps is included in the recurring Charge for the AVC TC-4 and UNI bundle in section 1.1(a). To be read subject to section 8 of the Product Description for the NBN Co Ethernet Bitstream Service in relation to the Satellite Test Service.

(d) The recurring Charges per Billing Period for the AVC TC-2 Product Component of the NEBS are:

AVC TC-2 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
5	Fibre, FTTB and FTTN	\$32.00
10	Fibre, FTTB and FTTN	\$64.00
20	Fibre, FTTB and FTTN	\$128.00
30	Fibre	\$192.00
40	Fibre	\$256.00

1.2 CVC

(a) The recurring Charges per Billing Period for the CVC TC-4 Product Component of the NEBS supplied by means of the NBN Co Fibre Network, NEBS supplied by means of the NBN Co FTTB Network, NEBS supplied by means of the NBN Co FTTN Network and NEBS supplied by means of the NBN Co Wireless Network are:

CVC TC-4 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
100	Fibre, FTTB, FTTN and Wireless	\$1,750.00
150	Fibre, FTTB, FTTN and Wireless	\$2,625.00
200	Fibre, FTTB, FTTN and Wireless	\$3,500.00
250	Fibre, FTTB, FTTN and Wireless	\$4,375.00
300	Fibre, FTTB, FTTN and Wireless	\$5,250.00
400	Fibre, FTTB, FTTN and Wireless	\$7,000.00
500	Fibre, FTTB, FTTN and Wireless	\$8,750.00
600	Fibre, FTTB, FTTN and Wireless	\$10,500.00
700	Fibre, FTTB, FTTN and Wireless	\$12,250.00
800	Fibre, FTTB, FTTN and Wireless	\$14,000.00
900	Fibre, FTTB, FTTN and Wireless	\$15,750.00
1000	Fibre, FTTB, FTTN and Wireless	\$17,500.00

CVC TC-4 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
1100	Fibre, FTTB, FTTN and Wireless	\$19,250.00
1200	Fibre, FTTB, FTTN and Wireless	\$21,000.00
1300	Fibre, FTTB, FTTN and Wireless	\$22,750.00
1400	Fibre, FTTB, FTTN and Wireless	\$24,500.00
1500	Fibre, FTTB, FTTN and Wireless	\$26,250.00
1600	Fibre, FTTB, FTTN and Wireless	\$28,000.00
1700	Fibre, FTTB, FTTN and Wireless	\$29,750.00
1800	Fibre, FTTB, FTTN and Wireless	\$31,500.00
1900	Fibre, FTTB, FTTN and Wireless	\$33,250.00
2000	Fibre, FTTB, FTTN and Wireless	\$35,000.00
3000	Fibre, FTTB, FTTN and Wireless	\$52,500.00
4000	Fibre, FTTB, FTTN and Wireless	\$70,000.00
5000	Fibre, FTTB, FTTN and Wireless	\$87,500.00
6000	Fibre, FTTB, FTTN and Wireless	\$105,000.00
7000	Fibre, FTTB, FTTN and Wireless	\$122,500.00
8000	Fibre, FTTB, FTTN and Wireless	\$140,000.00
9000	Fibre, FTTB, FTTN and Wireless	\$157,500.00
10,000	Fibre, FTTB, FTTN and Wireless	\$175,000.00

Note: Customer may be eligible for a Credit. See Part C for further information.

(b) The recurring Charges per Billing Period for the CVC-TC-4 Product Component of the NEBS supplied by means of the NBN Co Satellite Network are:

CVC TC-4 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
<u>100</u>	<u>Satellite</u>	<u>\$1,750.00</u>
<u>125</u>	<u>Satellite</u>	<u>\$2,187.50</u>
<u>150</u>	<u>Satellite</u>	<u>\$2,625.00</u>
<u>175</u>	<u>Satellite</u>	<u>\$3,062.50</u>
<u>200</u>	<u>Satellite</u>	<u>\$3,500.00</u>
<u>225</u>	<u>Satellite</u>	<u>\$3,937.50</u>
<u>250</u>	<u>Satellite</u>	<u>\$4,375.00</u>
<u>275</u>	<u>Satellite</u>	<u>\$4,812.50</u>
<u>300</u>	<u>Satellite</u>	<u>\$5,250.00</u>
<u>325</u>	<u>Satellite</u>	<u>\$5,687.50</u>
<u>350</u>	<u>Satellite</u>	<u>\$6,125.00</u>

375	Satellite	\$6,562.50
400	Satellite	\$7,000.00
425	Satellite	\$7,437.50
450	Satellite	\$7,875.00
475	Satellite	\$8,312.50
500	Satellite	\$8,750.00
525	Satellite	\$9,187.50
550	Satellite	\$9,625.00
575	Satellite	\$10,062.50
600	Satellite	\$10,500.00
625	Satellite	\$10,937.50
650	Satellite	\$11,375.00
675	Satellite	\$11,812.50
700	Satellite	\$12,250.00
725	Satellite	\$12,687.50

Note: Customer may be eligible for a Credit. See Part C for further information. Additional Charges may apply to the supply of the CVC TC-4 Product Component of the NEBS supplied by means of the NBN Co Satellite Network under sections 2.5 and 3.4.

(b)(c) The recurring Charges per Billing Period for the CVC TC-1 Product Component of the NEBS are:

CVC TC-1 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
5	Fibre, FTTB, FTTN, and Wireless and Satellite	\$87.50
10	Fibre, FTTB, FTTN, and Wireless and Satellite	\$175.00
20	Fibre, FTTB, FTTN and Wireless	\$350.00
50	Fibre, FTTB, FTTN and Wireless	\$875.00
100	Fibre, FTTB, FTTN and Wireless	\$1,750.00
150	Fibre, FTTB, FTTN and Wireless	\$2,625.00
200	Fibre, FTTB, FTTN and Wireless	\$3,500.00
250	Fibre, FTTB, FTTN and Wireless	\$4,375.00
300	Fibre, FTTB, FTTN and Wireless	\$5,250.00
400	Fibre, FTTB, FTTN and Wireless	\$7,000.00
500	Fibre, FTTB, FTTN and Wireless	\$8,750.00

Note: Customer may be eligible for a Credit. See Part C for further information.

(e)(d) The recurring Charges per Billing Period for the CVC TC-2 Product Component of the NEBS are:

CVC TC-2 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
50	Fibre, FTTB, FTTN and Wireless	\$875.00

CVC TC-2 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
100	Fibre, FTTB, FTTN and Wireless	\$1,750.00
150	Fibre, FTTB, FTTN and Wireless	\$2,625.00
200	Fibre, FTTB, FTTN and Wireless	\$3,500.00
250	Fibre, FTTB, FTTN and Wireless	\$4,375.00
300	Fibre, FTTB, FTTN and Wireless	\$5,250.00
400	Fibre, FTTB, FTTN and Wireless	\$7,000.00
500	Fibre, FTTB, FTTN and Wireless	\$8,750.00
600	Fibre, FTTB, FTTN and Wireless	\$10,500.00
700	Fibre, FTTB, FTTN and Wireless	\$12,250.00
800	Fibre, FTTB, FTTN and Wireless	\$14,000.00
900	Fibre, FTTB, FTTN and Wireless	\$15,750.00
1000	Fibre, FTTB, FTTN and Wireless	\$17,500.00

Note: Customer may be eligible for a Credit. See Part C for further information.

1.3 NNI

The recurring Charges per Billing Period for the NNI Bearer Product Component of the NEBS are:

NNI Bearer Profile	NBN Co Network	Recurring Charge
1000BaseLX	Fibre, FTTB, FTTN, and Wireless <u>and Satellite</u>	\$200.00
10GBaseLR	Fibre, FTTB, FTTN, and Wireless <u>and Satellite</u>	\$400.00
1000BaseEX	Fibre, FTTB, FTTN, and Wireless <u>and Satellite</u>	\$500.00
10GBaseER	Fibre, FTTB, FTTN, and Wireless <u>and Satellite</u>	\$1,000.00

2. Recurring Charges for optional features

This section 2 sets out the recurring Charges which apply to the optional Product Features that Customer may elect to acquire for an Ordered Product.

2.1 Second UNI-V and AVC TC-1 bundle

The recurring Charge per Billing Period for a second UNI-V and AVC TC-1 bundle is:

AVC TC-1 symmetrical Mbps (CIR)	NBN Co Network	Recurring Charge
0.15	Fibre	\$17.50

Note: Conditions of supply of a second UNI-V and AVC TC-1 bundle are described in section 7 of the [Product Description for the NBN Co Ethernet Bitstream Service](#).

2.2 Enhanced Fault Rectification Service

The recurring Charge per Billing Period for the Enhanced Fault Rectification Service is:

Enhanced Fault Rectification Service option	NBN Co Network	Recurring Charge
Enhanced-12	Fibre, FTTB and FTTN	\$15.00
Enhanced-12 (24/7)	Fibre, FTTB and FTTN	\$45.00
Enhanced-8	Fibre, FTTB and FTTN	\$40.00
Enhanced-8 (24/7)	Fibre, FTTB and FTTN	\$90.00

2.3 Multicast AVC

The recurring Charges per Billing Period for the Multicast AVC Product Feature of the NEBS are:

Multicast AVC downstream Mbps (CIR)	NBN Co Network	Recurring Charge
5	Fibre	\$2.00
20	Fibre	\$5.00
30	Fibre	\$10.00
40	Fibre	\$15.00
50	Fibre	\$20.00

2.4 Multicast Domain

(a) The recurring Charges per Billing Period for the Multicast Domain Product Feature of the NEBS are:

Multicast Domain downstream Mbps (CIR)	NBN Co Network	Recurring Charge
100	Fibre	\$250.00
200	Fibre	\$500.00
300	Fibre	\$750.00
400	Fibre	\$1,000.00
500	Fibre	\$1,250.00
600	Fibre	\$1,500.00
700	Fibre	\$1,750.00
800	Fibre	\$2,000.00
900	Fibre	\$2,250.00
1000	Fibre	\$2,500.00

(b) The recurring Charges per Billing Period for a Media Stream are:

Media Streams per Multicast Domain	NBN Co Network	Recurring Charge
≤200	Fibre	\$0.00
>200	Fibre	\$50 per Media Stream in excess of 200 Media Streams

2.5 CVC Class

The recurring Charges per Billing Period for the CVC Class feature of each CVC TC-4 Product Component of NEBS supplied by means of the NBN Co Satellite Network are:

<u>CVC Class</u>	<u>Recurring Charge for each CVC TC-4 per associated AVC TC-4</u>
<u>0</u>	<u>\$0.00</u>
<u>1</u>	<u>\$18.00</u>
<u>2</u>	<u>\$40.00</u>

Note: Any Charges applicable under this section 2.5 are in addition to any Charges that apply to the supply of the CVC TC-4 Product Component of the NEBS supplied by means of the NBN Co Satellite Network under sections 1.2 and 3.4.

3. Other Charges

This section 3 sets out the non-recurring Charges which apply to specific activities in connection with the supply of the NEBS. Note that other non-recurring Charges that do not relate to the supply of the NEBS may apply in respect to New Development Locations – see Part D.

3.1 Installations and activations

- (a) The Charges for the installation and activation of the NEBS supplied by means of the NBN Co Fibre Network, the NEBS supplied by means of the NBN Co FTTB Network, the NEBS supplied by means of the NBN Co FTTN Network and the NEBS supplied by means of the NBN Co Wireless Network are:

Activity	Charge per Activity	
	NBN Co Network	
	Fibre and Wireless	FTTB and FTTN
Initial Standard Installation	\$0.00	\$0.00
Initial Non Standard Installation	Labour Rate + Materials over and above Initial Standard Installation	Labour Rate + Materials over and above Initial Standard Installation
Professional Splitter Installation at time of a Standard Installation	N/A	Labour Rate (min 2 hours) + Materials (min \$10)
Subsequent Installation	\$270.00 + Labour Rate + Materials over and above Initial Standard Installation	\$270.00 + Labour Rate + Materials over and above Initial Standard Installation
Subsequent Installation of Power Supply with Battery Backup	\$0.00	N/A
Professional Splitter Installation not at time of a Standard Installation	N/A	Labour Rate (min 3 hours) + Materials (min \$10)
Access Component Reactivation	\$0.00	\$0.00
Multicast AVC Reactivation	\$0.00	\$0.00
CVC Activation	\$0.00	\$0.00
Multicast Domain Activation	\$0.00	\$0.00
NNI 1000BaseLX Activation		\$1,000.00
NNI 10GBaseLR Activation		\$5,000.00
NNI 1000BaseEX Activation		\$7,000.00
NNI 10GBaseER Activation		\$35,000.00
Service Qualification Enquiry	\$0.00	\$0.00

(b) The Charges for the installation and activation of the NEBS supplied by means of the NBN Co Satellite Network are:

Activity	Charge per Activity		
<u>Initial Standard Installation</u>	<u>\$0.00</u>		
	<u>Incidentals may apply for Limited Access Areas</u>		
<u>Initial Non Standard Installation</u>	<u>Satellite Labour Rate + Materials + Incidentals over and above Initial Standard Installation</u>		
<u>Subsequent Installation in Urban Area, Major Rural Area, Minor Rural Area or Remote Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$692.00</u>	<u>\$1,057.00</u>	<u>\$2,226.00</u>
<u>Subsequent Installation in Isolated Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$1,559.00</u>	<u>\$1,751.00</u>	<u>\$3,732.00</u>
<u>Subsequent Installation in Limited Access Area</u>	<u>Satellite Labour Rate + Materials + Incidentals</u>		
<u>Access Component Reactivation</u>	<u>\$15.00</u>		
	<u>Incidentals may apply for Limited Access Areas</u>		
<u>CVC Activation</u>	<u>\$0.00</u>		
<u>NNI 1000BaseLX Activation</u>	<u>\$1,000.00</u>		
<u>NNI 10GBaseLR Activation</u>	<u>\$5,000.00</u>		
<u>NNI 1000BaseEX Activation</u>	<u>\$7,000.00</u>		
<u>NNI 10GBaseER Activation</u>	<u>\$35,000.00</u>		
<u>Service Qualification Enquiry</u>	<u>\$0.00</u>		
<u>Site Survey Charge</u>	<u>\$225.00</u>		
	<u>Incidentals may apply for Limited Access Areas</u>		

Note: To be read subject to section 8 of the Product Description for the NBN Co Ethernet Bitstream Service in relation to Standard Installations for the Satellite Test Service.

3.2 Service modification

(a) The Charges for service modifications relating to the NEBS supplied by means of the NBN Co Fibre Network, the NEBS supplied by means of the NBN Co FTTB Network, the NEBS supplied by means of the NBN Co FTTN Network and the NEBS supplied by means of the NBN Co Wireless Network are:

Activity	Charge per Activity	
	NBN Co Network	
	Fibre and Wireless	FTTB and FTTN
Access Component Modification (no attendance at Premises required)	\$0.00	\$0.00
CVC Modification	\$0.00	\$0.00
Multicast Domain Modification	\$0.00	\$0.00
NNI Modification	\$0.00	\$0.00
Equipment Modification (attendance at Premises required)	Labour Rate + Materials	Labour Rate (min 3 hours)
Equipment Removal	Labour Rate + Materials	Labour Rate (min 3 hours)
Equipment Repair	Labour Rate + Materials	Labour Rate (min 3 hours)

(b) The Charges for service modifications relating to the NEBS supplied by means of the NBN Co Satellite Network are:

<u>Activity</u>	<u>Charge per Activity</u>		
<u>Access Component Modification (no attendance at Premises required)</u>	<u>\$0.00</u>		
<u>CVC Modification</u>	<u>\$0.00</u>		
<u>NNI Modification</u>	<u>\$0.00</u>		
<u>Equipment Modification (NTD indoor unit)</u>	<u>\$420.00</u>		
	<u>Incidentals may apply for Limited Access Area</u>		
<u>Equipment Modification (NTD outdoor unit) in Urban Area, Major Rural Area, Minor Rural Area or Remote Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$754.00</u>	<u>\$1,119.00</u>	<u>\$2,288.00</u>
<u>Equipment Modification (NTD outdoor unit) in Isolated Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$1,621.00</u>	<u>\$1,812.00</u>	<u>\$3,793.00</u>
<u>Equipment Modification (NTD outdoor unit) in Limited Access Area</u>	<u>Satellite Labour Rate + Materials + Incidentals</u>		
<u>Equipment Modification (NTD indoor and outdoor unit) in Urban Area, Major Rural Area, Minor Rural Area or Remote Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$783.00</u>	<u>\$1,149.00</u>	<u>\$2,317.00</u>
<u>Equipment Modification (NTD indoor and outdoor unit) in Isolated Area</u>	<u>0.8m NTD outdoor unit dish</u>	<u>1.2m NTD outdoor unit dish</u>	<u>1.8m NTD outdoor unit dish</u>
	<u>\$1,650.00</u>	<u>\$1,842.00</u>	<u>\$3,823.00</u>
<u>Equipment Modification (NTD indoor and outdoor unit) in Limited Access Area</u>	<u>Satellite Labour Rate + Materials + Incidentals</u>		
<u>De-installation of ABG or NSS equipment*</u>	<u>\$135.00</u>		
<u>Equipment Repair</u>	<u>Satellite Labour Rate + Materials + Incidentals</u>		

*** Note:** De-installation of ABG or NSS equipment is only available for dish sizes less than or equal to 1.2 metres in diameter at the time that NBN Co conducts an Installation of NBN Co Equipment for the delivery of NEBS supplied by means of the NBN Co Satellite Network. See section 4.7.5 of the NBN Co Operations Manual for details.

3.3 Service management

- (a) The Charges for service management relating to the NEBS supplied by means of the NBN Co Fibre Network, the NEBS supplied by means of the NBN Co FTTB Network, the NEBS supplied by means of the NBN Co FTTN Network and the NEBS supplied by means of the NBN Co Wireless Network are:

Activity	Charge per Activity	
	NBN Co Network	
	Fibre and Wireless	FTTB and FTTN
On Site Maintenance Call Out	\$0.00	N/A
No Fault Found (No Truck Roll Required)	\$50.00	\$50.00
No Fault Found (Truck Roll Required)	Labour Rate (min 2 hours)	Labour Rate (min 2 hours)
No Fault Found (Truck Roll Required and Professional Splitter Installation)	N/A	Labour Rate (min 3.5 hours) + Materials (min \$10)
Late Cancellation (Site Visit Required)	\$0.00	\$75.00
Missed Appointment	\$0.00	\$75.00
Restoration	\$50.00	\$50.00
Incorrect Callout	N/A	\$75.00
Voiceband Reinstatement/Transition Reversal	N/A	\$250.00

- (b) The Charges for service management relating to the NEBS supplied by means of the NBN Co Satellite Network are:

Activity	Charge per Activity
<u>On Site Maintenance Call Out</u>	<u>\$0.00</u> <u>Incidentals may apply for Limited Access Areas</u>
<u>No Fault Found (No Truck Roll Required)</u>	<u>\$50.00</u>
<u>No Fault Found (Truck Roll Required)</u>	<u>\$420.00</u> <u>Incidentals may apply for Limited Access Areas</u>
<u>Late Cancellation (Site Visit Required) in Urban Area or Major Rural Area</u>	<u>\$150.00</u>
<u>Late Cancellation (Site Visit Required) in Minor Rural Area or Remote Area</u>	<u>\$200.00</u>
<u>Late Cancellation (Site Visit Required) in Isolated Area</u>	<u>\$225.00</u>
<u>Late Cancellation (Site Visit Required) in Limited Access Area</u>	<u>\$225.00 + Incidentals</u>
<u>Missed Appointment (Urban Area or Major Rural Area)</u>	<u>\$150.00</u>
<u>Missed Appointment (Rural Area or Remote Area)</u>	<u>\$200.00</u>
<u>Missed Appointment (Isolated Area)</u>	<u>\$225.00</u>
<u>Missed Appointment (Limited Access Area)</u>	<u>\$225.00 + Incidentals</u>

3.4 CVC Class Adjustment

- (a) In respect of the NEBS supplied by means of the NBN Co Satellite Network, if Customer uses CVC TC-4 capacity in excess of the average download and upload limitations set out in section 2.3(a) of the Fair Use Policy, Customer must pay the following Charge in respect of such usage:

<u>Ordered CVC Class</u>	<u>Usage</u>	<u>Charge per each associated AVC TC-4</u>
<u>0</u>	<u>Up to the allocated usage for CVC Class 1</u>	<u>\$18.00</u>
	<u>Greater than the allocated usage for CVC Class 1 up to the allocated usage for CVC Class 2</u>	<u>\$40.00</u>
	<u>Greater than allocated usage for CVC Class 2</u>	<u>\$70.00</u>
<u>1</u>	<u>Up to the allocated usage for CVC Class 2</u>	<u>\$22.00</u>
	<u>Greater than allocated usage for CVC Class 2</u>	<u>\$52.00</u>
<u>2</u>	<u>Greater than allocated usage for CVC Class 2</u>	<u>\$30.00</u>

Note: Any Charges applicable under this section 3.4 are in addition to Charges that apply to the supply of the CVC TC-4 Product Component of the NEBS supplied by means of the NBN Co Satellite Network under sections 1.2 and 2.5.

- (b) Any Charge applicable under this section 3.4 will be calculated by reference to the greater of:
- (i) the total number of AVCs associated with the relevant CVC TC-4 at any time during the calendar week in which the excess usage occurred; and
 - (ii) the minimum number of AVCs that Customer was required to associate with the relevant CVC TC-4 at any time during the calendar week in which the excess usage occurred under section 2.2 of the Product Description for the NBN Co Ethernet Bitstream Service.
- (c) The total number of AVCs associated with a CVC TC-4 during each calendar week will be calculated by including each AVC which has been associated with the CVC TC-4 at any time during the calendar week, regardless of whether Customer dissociated any such AVC from that CVC TC-4 at any time during the calendar week.
- (d) If Customer exceeds the average download and upload limitations set out in section 2.3(a) of the Fair Use Policy on multiple occasions in a Billing Period, a single Charge will apply under this section 3.4, the amount of which will be the highest applicable amount for any of those occasions as calculated under sections 3.4(a) to 3.4(c).

3.43.5 Labour Rate and Materials

In this section 3:

- (a) **Labour Rate** means \$75.00 for each of the total number of man-hours of labour required to perform the relevant activity (rounded up to the next full hour); ~~and~~
- (b) **Satellite Labour Rate** means \$98.00 for each of the total number of man-hours of labour required to perform the relevant activity (rounded up to the next full hour);
- ~~(b)(c)~~ **Materials** means the cost of materials necessary to perform the relevant activity-; ~~and~~
- (d) **Incidentals** means the following charges (as applicable and as notified to Customer by NBN Co from time to time):

<u>Incidental</u>	<u>Charge</u>
<u>Travel - Land (\$/km)</u>	<u>\$1.40</u>
<u>Travel Time - Labour (Per Installer \$/hour)</u>	<u>\$98.00</u>
<u>Purchased Travel</u>	<u>At cost (by quotation)</u>
<u>Car Hire</u>	<u>At cost (by quotation)</u>
<u>Travel - Freight</u>	<u>At cost (by quotation)</u>
<u>Accommodation</u>	<u>At cost (by quotation)</u>
<u>Equipment Rental</u>	<u>At cost (by quotation)</u>
<u>Other Expenses</u>	<u>At cost (by quotation)</u>

Part B: Facilities Access Service

4. Recurring Charges

This section 4 sets out the recurring Charges which apply to the Service Elements of the Facilities Access Service. The specific Charges which apply depend on the Service Elements selected by Customer.

The recurring Charges per Billing Period for the Service Elements of the Facilities Access Service are:

Service Element	Recurring Charge
Cross Connect	\$0.00
NBN Co Co-location (1 x lockable half height Equipment Rack)	\$1,200.00
NBN Co Co-location (1 x lockable full height Equipment Rack)	\$2,000.00
NBN Co ODF Termination Point	\$0.00
NBN Co Building Entry Service (per fibre cable)*	\$190.00

*Includes performance of an initial feasibility study and one post-installation inspection.

5. Other Charges

This section 5 sets out the non-recurring Charges which apply to specific activities in connection with the supply of the Facilities Access Service.

5.1 Setup and activations

The Charges for the setup and activation of the Facilities Access Service are:

Activity	Charge
Cross Connects Activation	\$0.00
NBN Co Co-location (1 x lockable half height Equipment Rack) Activation	\$900.00
NBN Co Co-location (1 x lockable full height Equipment Rack) Activation	\$1,500.00
NBN Co ODF Termination Point Activation	\$0.00
First Access Card	\$0.00
Additional feasibility study for NBN Co Building Entry Service	Labour Rate + Materials
Additional post-installation inspection for NBN Co Building Entry Service	Labour Rate + Materials

In this section 5:

- (a) **Labour Rate** means \$75.00 for each of the total number of man-hours of labour required to perform the relevant activity (rounded up to the next full hour); and
- (b) **Materials** means the cost of materials necessary to perform the relevant activity.

5.2 Service management

The Charges for service management relating to the Facilities Access Service are:

Activity	Charge
Additional / Replacement Access Card	\$100.00
Facilities Access Missed Appointment (During Business Hours)	\$300.00
Facilities Access Missed Appointment (Outside Business Hours)	\$450.00

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Part C: Discounts, Rebates and Credits

6. CVC Credits

This section 6 sets out specific Rebates which NBN Co offers to Customer in connection with the supply of the CVC Product Component of the NEBS.

6.1 CVC Credits

Where Customer is eligible to receive a 50 Kbps CVC Credit and a CVC Transitional Pricing Credit in respect of the same CSA in a Billing Period, Customer is only entitled to receive the greater of the 50 Kbps CVC Credit and the CVC Transitional Pricing Credit applicable in that Billing Period.

6.2 50 Kbps CVC Credit

Credit

- (a) The **50 Kbps CVC Credit** is equal to the ~~charge-recurring Charge~~ which would apply to the NEBS for a 50Kbps CVC TC-4, excluding any recurring Charge under section 2.5.

Example: if the CVC pricing per Mbps is \$17.50 then the 50 Kbps CVC Credit will be \$0.875.

Availability of credit

- (b) Subject to section 6.1, in each Billing Period for each CSA NBN Co will give to Customer a 50 Kbps CVC Credit for each AVC TC-4 and UNI bundle supplied by NBN Co to Customer in respect of an NTD in that CSA as at the start of the relevant Billing Period.
- (c) The total 50 Kbps CVC Credits given to Customer in respect of a Billing Period are capped at the total recurring Charges that apply in respect of all CVCs supplied by NBN Co to Customer in the relevant CSA for that Billing Period, excluding any recurring Charge under section 2.5.

Process to claim credit

- (d) NBN Co will apply the 50 Kbps CVC Credit to the next invoice following the Billing Period in which the corresponding AVC recurring charge was incurred by Customer.

6.3 CVC Transitional Pricing Credit

- (a) The **CVC Transitional Pricing Credit** for NEBS CVC TC-4 capacity supplied by NBN Co to Customer, except in respect of NEBS supplied by means of the NBN Co Satellite Network is:

NEBS CVC TC-4	CVC Transitional Pricing Credit
≥ 150 Mbps	Charge which would apply to 150 Mbps of CVC TC-4 capacity
< 150 Mbps	Charge which applies to the actual amount of CVC TC-4 capacity

Availability of credit

- (b) Subject to section 6.1, for each Billing Period for each CSA NBN Co will give to Customer a CVC Transitional Pricing Credit where NBN Co supplies a CVC TC-4 to Customer until the Billing Period in which the number of NBN Serviceable Premises in that CSA first exceeds 30,000 ~~(excluding Premises which are NBN Serviceable by means of the NBN Co Satellite Network)~~.

- (c) Where NBN Co has credited a CVC Transitional Pricing Credit for a Billing Period in which the number of NBN Serviceable Premises in the relevant CSA first exceeds 30,000 (~~excluding Premises which are NBN Serviceable by means of the NBN Co Satellite Network~~), NBN Co will, in the subsequent Billing Period, reverse that CVC Transitional Pricing Credit and only apply any applicable 50 Kbps CVC Credit.

Process to claim or receive credit

- (d) NBN Co will apply the CVC Transitional Pricing Credit to the invoice containing the corresponding CVC recurring charge.

Special terms

- (e) If the boundaries of a CSA change, including by reason of the establishment, relocation, replacement or closure of a Temporary POI or an Established POI, section 6.3(b) will apply to the reconfigured boundaries of the CSA and the number of NBN Serviceable Premises will be determined based on the reconfigured CSA.

- ~~(f)~~ NBN Co will use reasonable endeavours to notify Customer as soon as practicable after the CVC Transitional Pricing Credit is no longer available for a CSA.

- ~~(f)(g)~~ Notwithstanding any other provision in this section 6, NBN Co will not give Customer a CVC Transitional Pricing Credit for a CSA in respect of which NBN Co supplies Customer with the NEBS by means of the NBN Co Satellite Network.

7. First Battery Credit

This section 7 sets out the details of the First Battery Credit which NBN Co will give to the Customer if a fault or defect occurs with the First Battery supplied as part of the NEBS.

Credit

- (a) The **First Battery Credit** is \$30.00, given in accordance with the conditions set out in the [Product Description for the NBN Co Ethernet Bitstream Service](#).

Availability of credit

- (b) NBN Co will give to Customer the First Battery Credit if:
- (i) a fault or defect occurs in the First Battery during the First Battery Warranty Period;
 - (ii) Customer is supplied with the Battery Backup Service at the time the fault or defect occurs;
 - (iii) Customer installs a replacement battery in respect of that NTD; and
 - (iv) Customer submits a First Battery warranty claim in accordance with the processes set out in the [NBN Co Operations Manual](#).

Process to claim or receive credit

- (c) The First Battery Credit may be claimed in accordance with the process set out in the [NBN Co Operations Manual](#).

8. Other Discounts, Credits and Rebates

This section 8 sets out the process by which NBN Co may offer new Discounts, Credits or Rebates to Customer which may be developed from time to time.

8.1 Discount/Credit/Rebate Notice

- (a) Without limiting any other part of this Agreement, NBN Co may offer a Discount, Credit or Rebate to Customer from time to time by issuing a Discount/Credit/Rebate Notice substantially in the form of Schedule 1 in accordance with this section 8.
- (b) A Discount, Credit or Rebate offered under this section 8 is available from the commencement date set out in the Discount/Credit/Rebate Notice and will cease to be available on the earlier of:
 - (i) the expiry date for the Discount, Credit or Rebate set out in the Discount/Credit/Rebate Notice; or
 - (ii) expiry or termination of this Agreement.

8.2 Payment of Discounts, Credits or Rebates

- (a) NBN Co will give a Discount, Credit or Rebate to Customer in accordance with the relevant Discount/Credit/Rebate Notice.
- (b) Unless otherwise provided in the Discount/Credit/Rebate Notice, Customer must submit a claim for a Discount, Credit or Rebate within 6 months after the date on which Customer became eligible for that Discount, Credit or Rebate in accordance with the processes outlined in the Discount/Credit/Rebate Notice.
- (c) NBN Co is not obliged to pay any Discount, Credit or Rebate to Customer unless Customer complies with this section 8 and the Discount/Credit/Rebate Notice.

8.3 Changes to Rebates notified under a Discount/Credit/Rebate Notice

Notwithstanding clause F4 of the [Head Terms](#):

- (a) subject to section 8.3(b), NBN Co may amend a Discount, Credit or Rebate notified under a Discount/Credit/Rebate Notice by giving Customer 5 Business Days prior notice of the change; and
 - (b) NBN Co may change the amount of any Discount, Credit or Rebate payable under a Discount/Credit/Rebate Notice, suspend or withdraw, or reinstate a suspended or withdrawn Discount, Credit or Rebate at any time by giving 5 Business Days prior notice to Customer,
- or as otherwise may be provided for in the Discount/Credit/Rebate Notice (as applicable).

Part D: New Developments

9. New Developments Charge

This section 9 sets out the once-off charge which will apply to a New Development Location.

9.1 New developments Charge

The once-off Charge that NBN Co will apply to a New Development Location is:

Activity	Charge per Instance (excl. GST)
New developments charge	\$272.72

9.2 Conditions

- (a) NBN Co will apply the Charge described in this section 9 in respect of Connect Orders submitted and Completed on and from 1 April 2016 or such later date as notified by NBN Co.
- (b) The Charge will apply in respect of a Connect Order for a New Development Location if:
 - (i) it is the first Connect Order that is Completed under this Agreement for the location; and
 - (ii) no Connect Order has been Completed under an Other Wholesale Broadband Agreement for the location, as those terms are used in the Other Wholesale Broadband Agreement.
- (c) In the event that a Connect Order is not Completed in respect of a New Development Location, the New Development Location will be regarded for the purposes of this section 9 as never having been the subject of a Connect Order.

Part E: Interpretation

10. Interpretation

10.1 Discounts

Unless specified otherwise in respect of a specific Discount, each Discount offered by NBN Co to Customer in respect of a Charge or other amount payable by Customer to NBN Co under this Agreement will cease to apply on the earlier of:

- (a) the date on which the specific Discount is expressed in this Agreement to cease to apply; and
- (b) the Expiry Date.

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Schedule 1 Discount/Credit/Rebate Notice



Discount/Credit/Rebate name: [insert]

Date: [insert]

This Discount/Credit/Rebate Notice is provided to Customer in accordance with the Wholesale Broadband Agreement entered into between NBN Co and Customer.

Background

[Brief overview/rationale for Discount/Credit/Rebate]

Discount/Credit/Rebate

[Description of the Discount/Credit/Rebate, how Discount/Credit/Rebate is calculated, commencement/expiry date of the Discount/Credit/Rebate, any Ordered Product to which the Discount/Credit/Rebate relates]

Availability of Discount/Credit/Rebate

[Criteria Customer must satisfy to be eligible for the Discount/Credit/Rebate]

Process to claim or receive Discount/Credit/Rebate

[Steps (if any) Customer must take to claim or receive Discount/Credit/Rebate, how NBN Co will assess claims for Discount/Credit/Rebates, how and when the Discount/Credit/Rebate will be paid to Customer]

Special terms

[Any special terms applicable to the Discount/Credit/Rebate]

