

## NBN ACCESS SERVICE SCHEDULE

### 1. DEFINITIONS

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- 1.1. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Customer** means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

**End User** means a customer of the Customer.

**Fixed Wireless** means the wireless access technology used by the NBN in providing an NBN service to specific locations using fixed wireless to a Customer or End User location.

**FTTB** means the fibre to the building technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a building and then VDSL to a Customer or End User location.

**FTTC** means the fibre to the curb technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to a Customer or End User location.

**FTTN** means the fibre to the node technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to a Customer or End User location.

**FTTP** means the fibre to the premises technology used by the NBN in providing an NBN service to specific locations using optical fibre to a Customer or End User location.

**LITE Access** means any asymmetric access whereby the downstream speed is greater than the upstream speed.

**NBN** is the National Broadband Network provided by NBN Co.

**NBN Access Service** means a service that connects a Customer or End User to the Vocus network using a service supplied to Vocus by NBN Co and using the NBN and may be by Vocus to the Customer in conjunction with other Services.

**NBN Co** means NBN Co Limited.

**NBN Network** means the telecommunications equipment, the satellite,

wireless, copper, aluminium and optical fibre networks owned or controlled by, or operated by NBN Co (or any Related Body Corporate of NBN Co).

**NBN Supplied Connection Device** means the network connection device supplied by NBN CO which terminates a NBN Access Service. Where no NBN device is supplied, this refers to the NBN tagged location which terminates a NBN Access Service.

**Premium Access** means symmetric access whereby the downstream and upstream speeds are the same.

**Services** mean a service(s) provided by Vocus to the Customer pursuant to a Service Order which is delivered using NBN Access Service.

**Service Delivery Point** means the sites at which Vocus will install Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the Service.

**Standard Terms and Conditions** means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>.

**Vocus SLA** means the Vocus service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

### 2. INTERPRETATION

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- 2.1. In the event of any inconsistency between the terms of this Service Schedule, the Standard Terms and Conditions, a Service Order or a Service Schedule for a Service that is supplied in conjunction with the NBN Access Service in relation to a particular supply of a NBN Access Service, the following order of priority applies:

- (a) first the Service Order;
- (b) Service Schedule for a NBN Access Service;
- (c) Service Schedule for another Service;

- (d) the Service Level Agreement; and lastly
- (e) the Standard Terms and Conditions.

### **3. NBN ACCESS SERVICES**

- 3.1. This Service Schedule applies to Services delivered to the Customer using a NBN Access Service.
- 3.2. The NBN Access Service may be supplied as either:
  - (a) an asymmetric access whereby the downstream speed is greater than the upstream speed (**NBN Asymmetric Access or NBN LITE ACCESS**); or
  - (b) a symmetric access whereby the downstream and upstream speeds are the same (**NBN Symmetric Access or NBN Premium Access**).
- 3.3. An NBN Asymmetric Access is supplied as a best effort service and the actual speed may vary depending on current conditions within the NBN Network and Vocus Infrastructure at any particular time.
- 3.4. An NBN Symmetric Access is supplied with a committed speed based on NBN Co's "Traffic Class 2" service as per technical specifications set by NBN Co available at [www.nbnco.com.au](http://www.nbnco.com.au) as updated from time to time.
- 3.5. The speed of the NBN Access Service, as specified in the Service Order, is a theoretical maximum speed only. Actual speed observed will depend on:
  - (a) overheads of the transmission protocols used;
  - (b) the size of the packets transmitted;
  - (c) any contention or congestion in the networks used in the transmission;
  - (d) characteristics and configuration of hardware and software employed in the transmission including that of any Customer Equipment;
  - (e) type of technology deployed by NBN Co to the Customer Premises;
  - (f) where the NBN Access Service is delivered using FTTN, FTTB, FTTP or FTTC or Hybrid Fibre Coaxil; factors including the length, type, quality, condition, number of joints, electrical interference (both internal and external) and weather conditions

affecting copper cable within the Customer's Premises and between the Customer's Premises and the NBN node where the copper cable terminates; and

- (g) where the NBN Access Service is delivered using Fixed Wireless (excluding satellite access services), factors including, but not limited to, signal reception, interference, premises cabling quality and condition, and weather conditions.
- 3.6. An NBN Access Service is only supplied as part of another Service and is not available for order as a stand-alone service.
- 3.7. The Customer must:
  - (a) only utilise the NBN Access Service using equipment supplied by NBN Co and or equipment that is ACMA approved telecommunications equipment;
  - (b) ensure that the Customer Equipment is compatible with the NBN Network, NBN Supplied Connection Device and or Vocus Equipment; and
  - (c) install, or arrange for the installation of, all the required equipment supplied generally by NBN Co to connect to NBN Network.
- 3.8. The Customer acknowledges that:
  - (a) the NBN Access Service is available in selected locations where the NBN Network is connected, ready for use and is subject to availability;
  - (b) Vocus does not guarantee that any equipment supplied by either NBN Co or Vocus, including but not limited to the Service Interface, will be compatible with any Customer Equipment;
  - (c) Vocus does not guarantee that the Customer's connection speed made available through NBN will achieve the theoretical maximum connection speed at any given time; and
  - (d) the NBN Access Service may not operate in the event of a mains power failure unless an uninterrupted power supply unit is installed by the Customer.

### **4. ADDITIONAL CHARGES**

- 4.1. The Customer acknowledges and agrees

charges may apply in addition to fees quoted or agreed in the Service Order. Any additional charges charged to Vocus by NBN Co in relation to the NBN Access Service will be billed to the Customer upon delivery of those services by NBN Co.

## 5. RELOCATIONS

- 5.1. In the event the Customer requires a relocation of the NBN Access Service or Service to a new location, it must give to Vocus a written request in a manner nominated by Vocus. The Customer acknowledges that not all NBN Access Services or Services can be relocated.
- 5.2. Vocus will respond to the request and advise the Customer whether the NBN Access Service or Service can be relocated.
- 5.3. In the event the NBN Access Service or Service can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the NBN Access Service or Service as a result of the relocation.

## 6. UPGRADES

- 6.1. The Customer may request that the NBN Access Service or Service, including delivery technology, be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service. Any applicable fees for this upgrade will be referenced in the Service Order.
- 6.2. A once-off upgrade fee and additional monthly fees may apply. Fees for this upgrade will be referenced in the Service Order.
- 6.3. The Customer acknowledges that the Upfront Build Charge stand on the Service Order is an estimate only based on nbn's initial desktop survey. The Customer acknowledges and agrees that Vocus may seek to adjust the Upfront Build Charge in accordance with any cost variation provided to Vocus by NBN.
- 6.4. In the case of any variation Vocus will inform the Customer in writing of the revised charge.
- 6.5. Within 8 Business Days of receiving a notice under clause 6.4, the Customer may:
  - (a) accept the Revised Charge. Upon acceptance of the Revised Charge:
    - (i) the Upfront Charge is the Revised Charge; and
    - (ii) Vocus may adjust the first invoice for the Service to include the difference

between the initial Upfront Build Charge and the Revised Charge;

- (b) reject the Revised Charge and terminate the Service by notice in writing to Vocus. If the Service is terminated under this clause, Vocus will waive any applicable termination fees.

- 6.6. If the Customer does not exercise its right under clause 6.5 the Customer will be deemed to have accepted the Revised Charge and must pay the difference between the Upfront Build Charge and Revised Charge to Vocus as if it had accepted the Revised Charge in accordance with clause 6.5(a) of this Service Schedule.

## 7. SERVICE DELIVERY

- 7.1. Vocus will arrange and coordinate the activation of the Customer's NBN Access Service and will notify the Customer once the connection is provisioned at the Service Delivery Point.
- 7.2. It is the Customer's responsibility at its cost, to arrange and have installed;
  - (a) any trenching, conduits or erection of poles at the Customer's side of the Service Delivery point;
  - (b) any internal communications cabling infrastructure including any cabling from the NBN Supplied Connection Device.

Any faults attributed to the above will be the responsibility of the Customer to repair.
- 7.3. It is the Customer's responsibility to ensure that the Customer Equipment is maintained in good working order.
- 7.4. If the Customer notifies Vocus that the NBN or Vocus Supplied Connection Device contains faulty components, the Customer must undertake the trouble shooting steps as notified by Vocus or NBN Co from time to time. The Customer must give Vocus and or NBN Co sufficient information to assess the fault. If Vocus find that the relevant component is not faulty, Vocus may charge the Customer a service fee. Vocus will tell the Customer the amount of the service fee before Vocus and or NBN Co test NBN Supplied Connection Device.
- 7.5. The Customer is responsible for any damage, loss or theft of any equipment owned or

provided by NBN Co or Vocus. All NBN Co or Vocus equipment including the NBN or Vocus Supplied Connection Device remains the property of NBN Co and Vocus respectively. The Customer must not relocate, move within the Customer's Premises, or remove the equipment from the Customer's Premises at any time, unless instructed by Vocus or NBN Co.

- 7.6. The Customer must follow any instructions provided by Vocus or NBN Co regarding the care, use or storage of the NBN Supplied Connection Device or other equipment owned or provided by NBN Co.

## **8. NBN LITE ACCESS**

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- 8.1. The Service Delivery Point for a LITE Access is defined as the location of the NBN Supplied Connection Device. The Customer is responsible at its cost for the supply, installation and maintenance of the cabling between NBN Supplied Connection Device and Customer Equipment.
- 8.2. The operation of the Customer Equipment used in connection with the NBN Access Service and any repairs to it is the Customer's responsibility.

## **9. NBN PREMIUM ACCESS**

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- 9.1. Vocus will provide up to 30 meters of cable at no additional charge as part of the NBN Premium Access if there is insufficient internal communications cabling infrastructure between the NBN Supplied Connection Device and the Customer's requested Service Delivery Point.
- 9.2. An additional fee will apply where the Customer requests Vocus to perform the following non-standard works:
- (a) any building penetration including wall/ceiling/floors;
  - (b) installation of new cable trays or cable ducting;
  - (c) communications cabling of more than 30m between the NBN Supplied Connection Device and the Customer's requested Service Delivery Point; and
  - (d) replacement of any existing faulty cabling outside of the initial service delivery phase.

## **10. SERVICE LEVEL AGREEMENT**

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- 10.1. The Vocus SLA does not apply to the NBN

Access Service. For avoidance of doubt, this clause does not prohibit the application of Vocus SLA for Services dependent upon this NBN Access Service.

## **11. FAIR USE**

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- 11.1. The Customer must not, and to the extent permitted by law, must ensure that its End Users must not:
- (a) use the NBN Access Service in a manner which, having regard to the NBN Co Business Rules available at [www.nbnco.com.au](http://www.nbnco.com.au) as updated from time to time, Vocus or NBN Co consider to be inappropriate, unreasonable or excessive; or
  - (b) do any act, or fail to do any act, which are likely to cause Vocus to breach the 'Acceptable Use' or 'Fair Use' policy of NBN Co.
- 11.2. Notwithstanding the above clause 11.1, Vocus is not obligated to monitor the use of the NBN Access Service, or to suspend, limit, disconnect or terminate a NBN Access Service if there is excessive, unreasonable or unusual usage of the NBN Access Service.

## **12. NBN ACCESS SERVICE TERMS**

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- 12.1. Notwithstanding anything else in this Service Schedule or the Stand Terms and Conditions:
- (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which Customer may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, Customer 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 Ltd, its Related Bodies Corporate or any of their respective personnel in connection with 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 products or services which are the subject of this Service Schedule;
  - (b) sub-paragraph (a) does not apply to a claim by Customer for loss or damage suffered or incurred by Customer arising from or in connection with:

- (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;
  - (ii) the death or personal injury of any person to the extent caused or contributed to by:
    - 1. negligent or willful acts or omissions of NBN Co, its Related Bodies Corporate or any of their respective personnel or third party suppliers; or
    - 2. any equipment or network owned, operated or controlled by NBN Co;
  - (c) Vocus may assign the benefit of this section to NBN Co or its nominee
- without consent or, to the extent that consent is required, Customer hereby gives that consent;
- (d) to the extent that the Customer resupplies the Service, Customer must include sub-paragraph (a), sub-paragraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:
    - (i) references to “Customer” were references to the relevant downstream customer or End User;
    - (ii) references to “this Agreement” were references to the contract between Customer and the relevant downstream customer or End User; and
    - (iii) the reference to “Vocus” in clause sub-paragraph (c) were a reference to Customer.