Discounts, Credits and Rebates List

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Discounts, Credits and Rebates List

Version	Description	**Effective Date**
3.0	First issued version of the Discounts, Credits and Rebates List	17 November 2017
3.1	Special Services Migration – Subsequent Installation Credit, CVC Boost Credit and Focus on 50 Credit added	14 December 2017
3.2	Half Rack Discount added	1 March 2018
3.3	FTTC waivers added	28 March 2018
3.4	Updates regarding extension of CVC Boost Credit and Focus on 50 Credit; High Bandwidth Bundles Discount added	1 May 2018
3.5	Fixed Wireless Bundles Discount added	20 August 2018

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Environment

nbn asks that you consider the environment before printing this document.

Introduction

This document sets out the Discounts, Credits and Rebates available to Customer in connection with Products offered under the Wholesale Broadband Agreement. It is issued and updated from time to time in accordance with the Wholesale Broadband Agreement between **nbn** and Customer and, in the case of existing Discounts, Credits and Rebates, in accordance with any conditions applicable to them.

Unless otherwise specified, capitalised terms used in this document have the meanings given to those terms in the Wholesale Broadband Agreement.

All amounts within this document are shown exclusive of GST.

Roadmap

A roadmap describing the structure of this Discounts, Credits and Rebates List follows for the assistance of Customer.

Part A: Discounts, Credits and Rebates Processes

Part A sets out the process which **nbn** must follow to update the Discounts, Credits and Rebates offered, and the processes which Customer must follow to obtain any available Discount, Credit and Rebate listed in Part B.

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Part B: List of current Discounts, Credits and Rebates

Part B sets out a short description of each currently available Discount, Credit and Rebate.

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Part C: Details and conditions

Part C sets out further details and conditions that apply to each currently available Discount, Credit and Rebate listed in the table in Part B.

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Part A: Discounts, Credits and Rebates Processes

1. Changes to Discounts, Credits and Rebates

nbn may change this Discounts, Credits and Rebates List:

(a) to introduce a Discount, Credit or Rebate, by notice to Customer; or

(b) to withdraw a Discount, Credit or Rebate, by giving at least 3 months' prior notice to Customer, subject to any terms and conditions which apply to that Discount, Credit or Rebate as set out in Part C (including as to any alternative notice period for withdrawal of the Discount, Credit or Rebate detailed in Part B).

2. Discount, Credit and Rebate Claims

(a) If **nbn** requires Customer to submit a claim to obtain a Discount, Credit or Rebate (other than for CSG Compensation), Customer must submit that claim:

(i) within such period as may be specified in Part C; and

(ii) if no period is specified in Part C, within 6 months from the last day of the month in which the entitlement to claim the Discount, Credit or Rebate arises.

(b) If Customer fails to comply with section 2(a) in respect of a Discount, Credit or Rebate, **nbn** is not required to provide that Discount, Credit or Rebate to Customer.

Part B: List of current Discounts, Credits and Rebates

3. Current Discounts, Credits and Rebates

The following Discounts, Credits and Rebates are currently available to Customer subject to the corresponding conditions set out in Part C: Details and conditions.

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
1.	**50 Kbps CVC Credit**	A Credit per AVC TC-4 and UNI bundle which is equal to the recurring Charge which would apply to **nbn**™ Ethernet for a 50Kbps CVC TC-4, excluding any recurring Charge in connection with a CVC Class.	Start Date – 16 November 2019	3 months	See section 4
2.	**CVC Transitional Pricing Credit**	A Credit for **nbn**™ Ethernet CVC TC-4 capacity supplied to Customer (except in respect of **nbn**™ Ethernet (Satellite), which Credit is equal to: • the recurring Charge which would apply to 150 Mbps of CVC TC-4 capacity, if **nbn** supplies ≥ 150 Mbps of relevant **nbn**™ Ethernet CVC TC-4 capacity; and • the recurring Charge which applies to the actual amount of CVC TC-4 capacity, if **nbn** supplies < 150 Mbps of relevant **nbn**™ Ethernet CVC TC-4 capacity.	Start Date – 16 November 2019	3 months	See section 5
3.	**First Battery Credit**	A Credit of $30.00 which **nbn** will give to Customer if a fault or defect occurs with a First Battery supplied as part of **nbn**™ Ethernet during the First Battery Warranty Period for that First Battery.	Start Date – 16 November 2019	3 months	See section 6
4.	**NNI Bearer Recurring**	A Credit equal to the recurring Charge per Billing Period payable by Customer for an **nbn**™ Ethernet	Start Date –	3 months	See section 7

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
	Charge Credit	NNI Bearer in respect of any period between: • **nbn** supplying the NNI Bearer to Customer at an Established POI; and • the first Premises in any CSA served by that Established POI becoming Serviceable.	16 November 2019		
5.	**Ancillary Charges Waiver**	A waiver of specified "ancillary" Charges in respect of **nbn**™ Ethernet.	Start Date – 16 November 2019	3 months	See section 8
6.	**Professional Splitter Installation Charges Waiver – FTTB/FTTN**	A waiver of specified Charges associated with Professional Splitter Installations for **nbn**™ Ethernet (FTTB) and **nbn**™ Ethernet (FTTN).	Start Date – 16 November 2019	3 months	See section 9
7.	**Dimension Based CVC Discount**	A Discount to the recurring Charges for CVC TC-4 Product Component of relevant **nbn**™ Ethernet Ordered Products based on the dimensioning of relevant CVCs supplied to Customer.	Start Date – 31 May 2019	3 months	See section 10
8.	**nbn Professional Installation – HFC Charge Waiver**	A waiver of the Charge associated with an **nbn** Professional Installation – HFC.	Start Date – 16 November 2019	5 Business Days	See section 11
9.	**nbn™ Ethernet TC-2 Credit**	A Credit for customers who are supplied with CVC TC-2 Product Components by means of the Fibre Network, FTTN Network and FTTB Network that have low contention ratios with respect to associated AVC TC-2 Product Components.	Start Date – 30 September 2019	3 months (see section 12.5(b)) or 6 months (see section 12.5(c))	See section 12
10.	**CVC Boost Credit**	A Credit applied to recurring Charges for CVC TC-4 Product Component of relevant **nbn**™ Ethernet Ordered Products (excluding **nbn**™ Ethernet (Satellite)) and based on Customer increasing its dimensioning of relevant CVCs supplied to Customer	1 May 2018 – 31 October 2018	See section 13.3(a)	See section 13
11.	**F50 Credit**	A credit applied to the recurring Charges payable in respect of the AVC TC-4 and UNI bundle of **nbn**™	1 May 2018 – 31	See section 14.3(a)	See section 14

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
		Ethernet Product Components (excluding **nbn**™ Ethernet (Satellite) and **nbn**™ Ethernet (Wireless)) for new orders for, or orders that modify existing Ordered Products to, one of the following AVC TC-4 bandwidth profiles: • 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or • 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR)	October 2018		
12.	**Special Services Migration Subsequent Installation Credit**	A Credit in respect of a Subsequent Installation Charge relating to an **nbn**™ Ethernet Ordered Product supplied over a Special Service Replacement Line in certain conditions.	14 December 2017 – 14 November 2019	3 months	See section 15
13.	**Half Rack Discount**	A Discount of $800.00 to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service.	1 March 2018 – 31 December 2018	3 months	See section 16
14.	**Professional Wiring Isolation Charges Waiver**	A waiver of specified Charges associated with Professional Wiring Isolation for **nbn**™ Ethernet (FTTC) above $225.	28 March 2018 - 16 November 2019	3 months	See section 17
15.	**Customer Managed Installation – FTTC Rebate; and** **nbn Professional Installation –FTTC Charge Full Waiver**	A Rebate of certain costs associated with Customer Managed Installation - FTTC and a corresponding waiver of the charge associated with an **nbn** Professional Installation –FTTC.	28 March 2018 - 16 November 2019	3 months	See section 18
16.	**nbn Professional Installation – FTTC Charge Partial Waiver**	A waiver of specified Charges associated with an nbn Professional Installation – FTTC above $150.	28 March 2018 - 16 November 2019	3 months	See section 19
17.	**High Bandwidth**	A Discount applied to CVC TC-4 Product Components	1 May 2018 – 30	See section 20.8	See section 20

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
	Bundles Discount	designated as "Bundled CVCs" and associated AVC TC-4 Product Components.	April 2020		
18.	**Fixed Wireless Bundles Discount**	A Discount applied to CVC TC-4 Product Components designated as "Bundled CVCs" and associated AVC TC-4 Product Components.	20 August 2018 – 30 April 2020	See section 21.8	See section 21

* ***Note:*** *The specified duration is subject to any earlier withdrawal in accordance with section 1(b).*

Part C: Details and conditions

The details and conditions in section 4 apply in respect of the 50 Kbps CVC Credit described in section 3.

4. 50 Kbps CVC Credit details and conditions

4.1 Eligibility / Availability Criteria

(a) Subject to section 4.3, in each Billing Period for each CSA, **nbn** will provide Customer with a 50 Kbps CVC Credit for each AVC TC-4 and UNI bundle supplied by **nbn** to Customer in that CSA as at the start of the relevant Billing Period.

Example: *if the CVC TC-4 pricing per Mbps is $17.50 then the 50 Kbps CVC Credit will be $0.875.*

(b) 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** to Customer in the relevant CSA for that Billing Period, excluding any recurring Charge under section 2.5 of the **nbn™** Ethernet Price List.

4.2 Process to Claim

(a) **nbn** 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.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

4.3 Special Conditions

If 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.

The details and conditions in section 5 apply in respect of the CVC Transitional Pricing Credit described in section 3.

5. CVC Transitional Pricing Credit details and conditions

5.1 Eligibility / Availability Criteria

(a) Subject to section 5.3(c), in each Billing Period for each CSA where **nbn** supplies a CVC TC-4 to Customer, **nbn** will provide Customer with a CVC Transitional Pricing Credit until the Billing Period in which the number of Serviceable Premises in that CSA first exceeds 30,000.

(b) Where **nbn** has credited a CVC Transitional Pricing Credit for a Billing Period in which the number of Serviceable Premises in the relevant CSA first exceeds 30,000, **nbn** will, in the subsequent Billing Period, reverse that CVC Transitional Pricing Credit and only apply any applicable 50 Kbps CVC Credit.

5.2 Process to Claim

(a) **nbn** will apply the CVC Transitional Pricing Credit to the invoice containing the corresponding CVC recurring charge.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

5.3 Special Conditions

(a) 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 5.1(a) will apply to the reconfigured boundaries of the CSA and the number of Serviceable Premises will be determined based on the reconfigured CSA.

(b) **nbn** will use reasonable endeavours to notify Customer as soon as practicable after the CVC Transitional Pricing Credit is no longer available for a CSA.

(c) If 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.

(d) Notwithstanding any other provision in this section 5, **nbn** will not give Customer a CVC Transitional Pricing Credit for a CSA in respect of any CVC TC-4 capacity supplied in connection with **nbn**™ Ethernet (Satellite).

The details and conditions in section 6 apply in respect of the First Battery Credit described in section 3.

6. First Battery Credit details and conditions

6.1 Eligibility/Availability Criteria

(a) **nbn** will give the First Battery Credit to Customer in respect of a First Battery 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 in accordance with section 8 of the **nbn**™ Ethernet Product Terms; and

(iv) Customer submits a Credit/Rebate Claim in accordance with section 6.2.

6.2 Process to Claim

(a) To lodge a Credit/Rebate Claim in respect of a First Battery Credit, Customer must ensure that Customer's Authorised Contact completes a Credit/Rebate Claim Form and sends it to the **nbn**™ Billing Contact, using the email address specified in the Contact Matrix.

(b) Customer must include the following details in any Credit/Rebate Claim Form for a First Battery Credit:

(i) the Product Instance ID of the service at the location where the faulty or defective First Battery is located;

(ii) the NTD ID where the faulty or defective First Battery is located; and

(iii) a copy of the tax invoice/remittance advice for the replacement battery.

The details and conditions in section 7 apply in respect of the NNI Bearer Recurring Charge Credit described in section 3.

7. NNI Bearer Recurring Charge Credit details and conditions

7.1 Eligibility/Availability Criteria

(a) **nbn** will give to Customer the NNI Bearer Recurring Charge Credit (pro rated) for each Billing Period (or part thereof) where all of the following apply:

(i) **nbn** supplies an NNI Bearer to Customer;

(ii) the NNI is located in an Established POI; and

(iii) the Historical Regional Rollout List does not list an "Actual Ready for Service Date" for the relevant CSA served by that NNI.

7.2 Process to Claim

(a) **nbn** will apply the NNI Bearer Recurring Charge Credit as a credit to the **nbn** invoice containing the corresponding NNI Bearer recurring Charge for that Billing Period.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

The details and conditions in section 8 apply in respect of the Ancillary Charges Waiver described in section 3.

8. Ancillary Charges Waiver details and conditions

8.1 Details

nbn waives its right to require Customer to pay the following Charges (each an **Ancillary Charge**) in respect of **nbn**™ Ethernet for the period that this Discount remains effective for the relevant Ancillary Charge in accordance with section 8.3 of this Discounts, Credits and Rebate List:

#	Charge	Applicable to access technology	**nbn**™ Ethernet Price List section reference
1.	Initial Non-Standard Installations	All	3
2.	Subsequent Installations	**nbn**™ Ethernet (Fibre); **nbn**™ Ethernet (Wireless) or **nbn**™ Ethernet (Satellite)	3
3.	Any Labour Rate or Materials Charges above the minimum charge of $270 for Subsequent Installations	**nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN); **nbn**™ Ethernet (FTTC); **nbn**™ Ethernet (HFC)	3(a)
4.	Access Component Reactivations	**nbn**™ Ethernet (Satellite)	3(b)
5.	Site Survey	**nbn**™ Ethernet (Satellite)	3(b)
6.	Equipment Modifications	All	4
7.	Equipment Removals	**nbn**™ Ethernet (Fibre); **nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN); **nbn**™ Ethernet (FTTC); **nbn**™ Ethernet (HFC); **nbn**™ Ethernet (Wireless)	4(a)
8.	Equipment Repairs	All	4
9.	On Site Maintenance Call Outs	**nbn**™ Ethernet (Satellite)	5(b)
10.	No Fault Found (No Truck Roll Required)	All	5
11.	No Fault Found (Truck Roll Required)	All	5
12.	No Fault Found (Truck Roll Required and Professional Splitter Installation)	**nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN)	5(a)

#	Charge	Applicable to access technology	**nbn**™ Ethernet Price List section reference
13.	Late Cancellation (Site Visit Required)	**nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN); **nbn**™ Ethernet (FTTC); **nbn**™ Ethernet (HFC); **nbn**™ Ethernet (Satellite)	5
14.	Missed Appointment	**nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN); **nbn**™ Ethernet (FTTC); **nbn**™ Ethernet (HFC); **nbn**™ Ethernet (Satellite)	5
15.	Incorrect Callout	**nbn**™ Ethernet (FTTB); **nbn**™ Ethernet (FTTN); **nbn**™ Ethernet (FTTC); **nbn**™ Ethernet (HFC)	5(a)
16.	Incidentals	**nbn**™ Ethernet (Satellite)	3(b), 4(b), 5(b), 8

8.2 Process to Claim

nbn will provide Customer the Ancillary Charges Waiver by omitting or listing as not payable the relevant Ancillary Charge in Customer's invoices during the period that the Ancillary Charges Waiver remains effective for that Ancillary Charge.

Note: *The effect of this waiver is that Customer is not obliged to pay an Ancillary Charge(s) listed above for the period that the Ancillary Charges Waiver remains effective in respect of that Ancillary Charge. Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

8.3 Special conditions

(a) Subject to 8.3(b), the Ancillary Charges Waiver may be withdrawn in accordance with section 1(b) in respect of one or more Ancillary Charge by **nbn** providing Customer with the notice period detailed in item 5 of section 3.

(b) The Ancillary Charges Waiver will continue to apply in respect of other Ancillary Charges until any later withdrawal of that Ancillary Charge, or the expiry of the waiver validity period in section 3 of this Discounts, Credits and Rebate List (as applicable).

The details and conditions in section 9 apply in respect of the Professional Splitter Installation Charges Waiver – FTTB/FTTN described in section 3.

9. Professional Splitter Installation Charges Waiver – FTTB/FTTN details and conditions

9.1 Details

nbn waives the following Charges associated with Professional Splitter Installations (FTTB and FTTN) to the extent set out in item 6 of section 3:

(a) any Labour Rate and Materials Charges for Professional Splitter Installation at time of a Standard Installation to the extent that they exceed the minimum charge of $160; and

(b) any Labour Rate and Materials Charges for Professional Splitter Installation not at time of a Standard Installation to the extent that they exceed the minimum charge of $235.

Note: *The effect of this waiver is that for the period the waiver is effective in accordance with section 3:*

- *the Charge for a Professional Splitter Installation at time of a Standard Installation will be $160; and*
- *the Charge for a Professional Splitter Installation not at time of a Standard Installation will be $235.*

9.2 Process to Claim

nbn will provide Customer the Professional Splitter Installation Charges Waiver – FTTB/FTTN by omitting or listing as not payable the specified waived Charge in Customer's invoices.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 10 apply in respect of the Dimension Based CVC Discount described in section 3.

10. Dimension Based CVC Discount details and conditions

10.1 Eligibility/Availability Criteria

(a) **nbn** will give Customer the Dimension Based CVC Discount as a Discount to the recurring Charges for the CVC TC-4 Product Component of **nbn**™ Ethernet (**Recurring CVC Charge**) for the Ordered Products detailed in section 10.2, based on the dimensioning of relevant CVCs supplied to Customer.

(b) The amount of the Discount (if any) will depend on the total CVC TC-4 capacity ordered by Customer across all relevant CSAs and the corresponding total number of AVC TC-4s ordered by Customer in relevant CSAs, during the previous Billing Period.

(c) The applicable Discount per CVC TC-4 symmetrical Mbps (CIR) for the Billing Period will be calculated as set out in the table below:

Discount Tier (kbps) based on the previous Billing Period ordered capacity	Discount from effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period
0 to 399	$0.00	$17.50
400 to 549	$0.75	$16.75
550 to 699	$1.25	$16.25
700 to 849	$1.75	$15.75
850 to 999	$2.50	$15.00
1000 to 1149	$3.25	$14.25
1150 to 1299	$4.00	$13.50
1300 to 1449	$4.75	$12.75
1450 to 1599	$5.50	$12.00
1600 to 1749	$6.25	$11.25
1750 to 1899	$6.75	$10.75

1900 to 2049	$7.25	$10.25
2050 to 2199	$7.75	$9.75
2200 to 2349	$8.00	$9.50
2350 to 2499	$8.25	$9.25
2500 to 2649	$8.50	$9.00
2650 to 2799	$8.75	$8.75
2800 to 2949	$9.00	$8.50
2950 to 3099	$9.25	$8.25
3100 and above	$9.50	$8.00

For each Billing Period, the Discount will be calculated based on the CVC dimensioning (in kbps) in the previous Billing Period, as follows:

Discount Tier = Relevant Network CVC TC-4 Capacity ÷ Relevant Total AVC TC-4s

Where:

Relevant Network CVC TC-4 Capacity means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 capacity supplied to Customer on the **nbn**™ Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies), during the previous Billing Period.

Relevant Total AVC TC-4s means the average of the daily total number of AVC TC-4s supplied to Customer on the **nbn**™ Network (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

(d) For the purposes of the calculation above any CVC TC-4 capacity and any AVC TC-4:

(i) will be deemed to be supplied by **nbn** during the period that **nbn** is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement; and

(ii) supplied in connection with **nbn**™ Ethernet (Satellite) will be excluded from the calculation.

(e) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the Discount is applied.

Note: *The Discount effectively reduces the Recurring CVC Charge for each relevant CVC TC-4 bandwidth profile by an amount equal to the applicable Discount per Mbps multiplied by the symmetrical bandwidth (in Mbps) for the respective CVC TC-4 bandwidth profile.*

For example, if the applicable Discount is $1.25 per Mbps, for 100 Mbps of CVC TC-4 symmetrical Mbps (CIR) the Recurring CVC Charge is effectively reduced from $1,750.00 to $1,625.00 (after applying the Discount of $1.25 x 100 Mbps = $125.00).

10.2 Process to Claim

(a) The Discount (if any) will be applied to the Recurring CVC Charge payable by Customer (except any Charge applicable to **nbn**™ Ethernet (Satellite)) when the relevant Recurring CVC Charge is invoiced.

(b) The discounted Recurring CVC Charge will appear as the chargeable amount in the applicable invoice.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

*The details and conditions in section 11 apply in respect of the **nbn** Professional Installation – HFC Charge Waiver described in section 3.*

11. **nbn** Professional Installation – HFC Charge Waiver

11.1 Details

(a) **nbn** waives the Charge associated with an **nbn** Professional Installation – HFC incurred by Customer during the period that this waiver remains effective in accordance with section 11.1(b).

(b) This waiver is effective until the earlier of:

(i) the date that **nbn** notifies Customer of the withdrawal of this waiver; and

(ii) 40 Business Days after the date **nbn** notifies Customer in accordance with section 10 of the **nbn**™ Ethernet Product Terms, that the installation options listed in that section are available.

(c) **nbn** will give at least 5 Business Days prior notice to Customer of the date referred to in section 11.1(b)(i).

11.2 Process to Claim

nbn will provide Customer the **nbn** Professional Installation – HFC Charge Waiver by omitting or listing as not payable the **nbn** Professional Installation – HFC Charge in Customer's invoices.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.*

*The details and conditions in section 12 apply in respect of the **nbn**™ Ethernet TC-2 Credit described in section 3.*

12. **nbn**™ Ethernet TC-2 Credit

12.1 Eligibility/Availability Criteria

(a) For each CVC TC-2, **nbn** will provide a credit to Customer that is equal to the amount by which the "Total TC-2 Charge" for that CVC (calculated in accordance with section 12.1(b) below) exceeds the applicable "Total Spend Cap" for that CVC TC-2 (calculated in accordance with section 12.1(c) below) for the immediately prior Billing Period.

(b) The **Total TC-2 Charge** for a CVC TC-2 in respect of a Billing Period comprises the total of:

(i) the CVC TC-2 recurring Charge payable for that CVC during that Billing Period; plus

(ii) the sum of recurring Charges payable during that Billing Period for all AVC TC-2 Product Components which:

(A) Customer has associated with that CVC; and

(B) are supplied by means of the **nbn**™ Fibre Network, the **nbn**™ FTTB Network, the **nbn**™ FTTC Network and the **nbn**™ FTTN Network,

but does not include any Charges payable in respect of any Product Features, other traffic classes, or other products or services supplied in connection with any relevant CVC TC-2 or AVC TC-2.

(c) The **Total Spend Cap** for a CVC TC-2 in respect of a Billing Period will be equal to the sum of each "Spend Cap Contribution Amount" (as set out in the table below) for each associated AVC TC-2 Product Component supplied by means of the **nbn**™ Fibre Network, the **nbn**™ FTTB Network, the **nbn**™ FTTC Network, and the **nbn**™ FTTN Network.

AVC TC-2 symmetrical Mbps (CIR)	"Spend Cap Contribution Amount"
5	$119.50
10	$221.00
20	$362.00
30	$398.00
40	$497.00

50	$506.00
60	$561.00
70	$606.00
80	$652.00
90	$684.00
100	$694.00

(d) Customer will not be entitled to an **nbn**™ Ethernet TC-2 Credit for a CVC TC-2 Product Component supplied to Customer in a Billing Period if, in that Billing Period:

(i) the Total TC-2 Charge for that CVC TC-2 is less than or equal to the Total Spend Cap for that CVC TC-2;

(ii) **nbn** does not supply to Customer at least one AVC TC-2 Product Component associated with that CVC TC-2; or

(iii) the bandwidth profile for that CVC TC-2 exceeds the aggregate bandwidth profiles of all associated AVC TC-2 Product Components (supplied by means of any access technology) by 300Mbps or more.

Example: ***nbn*** *supplies a CVC TC-2 Product Component with a bandwidth profile of 310 symmetrical Mbps (CIR) and the only associated AVC TC-2 Product Component has a bandwidth profile of 5 symmetrical Mbps (CIR). Customer will not be entitled to an* ***nbn****™ Ethernet TC-2 Credit for that Billing Period in respect of that CVC TC-2 Product Component.*

12.2 Pro-Ration

(a) Subject to section 12.2(b), if an AVC TC-2 is associated with more than one CVC TC-2 in a Billing Period, **nbn** will calculate each affected Total TC-2 Charge and each affected Total Spend Cap as though that AVC TC-2 were associated with the last associated CVC TC-2 for the whole Billing Period.

(b) If an AVC TC-2 is supplied for less than a whole Billing Period, **nbn** will adjust the affected Total Spend Cap on a pro-rata daily basis.

12.3 Credit Example

The following tables demonstrate how the calculation will work:

Bandwidth Profile	Quantity	AVC TC-2 recurring Charge	CVC TC-2 recurring Charge	Total recurring Charge per Bandwidth Profile
5 Mbps of AVC TC-2	4	$32.00		$128.00
20 Mbps of AVC TC-2	3	$128.00		$384.00
70 Mbps of AVC TC-2	2	$448.00		$896.00
100 Mbps CVC TC-2	1		$1,750	$1,750.00
Total TC-2 Charge (A)				**$3,158.00**

Bandwidth Profile	Quantity	Spend Cap Contribution Amount per AVC TC-2	Spend Cap per Bandwidth Profile
5 Mbps of AVC TC-2	4	$119.50	$478.00
20 Mbps of AVC TC-2	3	$362.00	$1,086.00
70 Mbps of AVC TC-2	2	$606.00	$1,212.00
Total Spend Cap (B)			**$2,776.00**

Is the Total TC-2 Charge (A) greater than the Total Spend Cap (B)	Yes
Amount of Credit (A-B)	**$382.00**

12.4 Process to Claim

(a) **nbn** will apply the **nbn**™ Ethernet TC-2 Credit against the invoice for the relevant Billing Period.

(b) The **nbn**™ Ethernet TC-2 Credit will appear on the CVC summary of the relevant invoice.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

12.5 Special Conditions

Amendments, suspensions and withdrawals

(a) **nbn** may amend this **nbn**™ Ethernet TC-2 Credit by giving not less than 5 Business Days' prior notice to Customer if that amendment relates to:

(i) **nbn** offering to supply AVC TC-2 and CVC TC-2 Product Components by means of an access technology other than the **nbn**™ Fibre Network, the **nbn**™ FTTB Network, the **nbn**™ FTTC Network and the **nbn**™ FTTN Network;

(ii) the introduction of one or more new AVC TC-2 bandwidth profiles that **nbn** offers to supply under the WBA; or

(iii) changes to existing AVC TC-2 bandwidth profiles that **nbn** offers to supply under the WBA, including where that change is a change to the access technologies by which **nbn** offers to supply each bandwidth profile.

(b) **nbn** may amend or withdraw this **nbn**™ Ethernet TC-2 Credit by giving not less than 3 months' prior notice to Customer if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge under the WBA for any CVC TC-2 or AVC TC-2 Product Component.

(c) **nbn** may suspend or withdraw this **nbn**™ Ethernet TC-2 Credit or otherwise amend the terms of this **nbn**™ Ethernet TC-2 Credit by giving not less than 6 months' notice to Customer.

Ordered Products to which the Credit Relates

(d) The **nbn**™ Ethernet TC-2 Credit applies to AVC TC-2 and CVC TC-2 Product Components of **nbn**™ Ethernet (Fibre), **nbn**™ Ethernet (FTTB), **nbn**™ Ethernet (FTTC), and **nbn**™ Ethernet (FTTN).

(e) The **nbn**™ Ethernet TC-2 Credit applies to all existing and new eligible Ordered Products for the duration of the **nbn**™ Ethernet TC-2 Credit.

The details and conditions in section 13 apply in respect of the CVC Boost Credit described in section 3.

13. CVC Boost Credit details and conditions

13.1 Eligibility/Availability Criteria

(a) **nbn** will give Customer a CVC Boost Credit to be applied to the recurring Charges for the CVC TC-4 Product Component of **nbn**™ Ethernet (**Recurring CVC Charge**) as follows.

(b) Customer will only be eligible for the CVC Boost Credit if:

(i) Customer's Discount Tier matches (or exceeds) the Target Discount Tier;

(ii) during the previous Billing Period:

(A) no more than 15% of Customer's CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(B) no more than 5% of Customer's CVC TC-4s exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis); and

(iii) Customer has entered into a Second MDF F50 Agreement and has complied with the terms of the Second MDF F50 Agreement at all times.

(c) If Customer is eligible, the CVC Boost Credit per CVC TC-4 symmetrical Mbps (CIR) for the relevant Billing Period will be calculated as a Credit against the Recurring CVC Charge in accordance with in the table below:

Discount Tier based on Customer's CVC Dimensioning for the previous Billing Period (kbps)	CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period#
0 to 399	0.00	17.50
400 to 549	0.00	16.75
550 to 699	0.00	16.25

Discount Tier based on Customer's CVC Dimensioning for the previous Billing Period (kbps)	CVC Boost Credit per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period	Effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) in current Billing Period#
700 to 849	0.00	15.75
850 to 999	0.00	15.00
1000 to 1149	3.75	10.50
1150 to 1299	3.25	10.25
1300 to 1449	2.75	10.00
1450 to 1599	2.50	9.50
1600 to 1749	2.25	9.00
1750 to 1899	2.10	8.65
1900 to 2049	1.95	8.30
2050 to 2199	1.75	8.00
2200 to 2349	1.75	7.75
2350 to 2499	1.75	7.50
2500 to 2649	1.50	7.50
2650 to 2799	1.50	7.25
2800 to 2949	1.50	7.00
2950 to 3099	1.50	6.75
3100 and above	2.67	5.33

#Note: *The effective charge per Mbps for CVC TC-4 symmetrical Mbps (CIR) is calculated based on the Credit being applied to the Recurring CVC Charge following the application of the relevant Dimension Based CVC Discount.*

(d) For each Billing Period the applicable Discount Tier will be calculated based on the CVC Dimensioning (in kbps) in the previous Billing Period, as follows:

CVC Dimensioning = Relevant Network CVC TC-4 Capacity ÷ Relevant Total AVC TC-4s

Where:

Relevant Network CVC TC-4 Capacity means, in kbps, an amount equal to the average of the daily total of the bandwidth profiles of all CVC TC-4 Product Components of **nbn**™ Ethernet supplied to Customer (excluding CVCs supplied in respect of any CSAs to which a CVC Transitional Pricing Credit applies and excluding any CVC supplied as a Product Component of **nbn**™ Ethernet (Satellite)), during the previous Billing Period.

Relevant Total AVC TC-4s means the average of the daily total number of AVC TC-4 Product Components of **nbn**™ Ethernet supplied to Customer (excluding any CSAs to which a CVC Transitional Pricing Credit applies) during the previous Billing Period.

(e) This CVC Boost Credit will apply:

(i) if Customer is eligible to receive the First CVC Boost Credit in a Billing Period that ends on or after 1 May 2018 for the remainder of the Billing Period; and

(ii) otherwise, for the first time to the first Billing Period commencing on or after 1 May 2018 in which Customer is eligible for this CVC Boost Credit.

(f) This CVC Boost Credit will cease to apply to any Recurring CVC Charges incurred after 31 October 2018.

(g) Any applicable 50Kbps CVC Credit or CVC Transitional Pricing Credit will be calculated using the Recurring CVC Charge after the CVC Boost Credit is applied.

(h) For the purposes of the calculation in paragraph 13.1(d) any CVC TC-4 capacity and any AVC TC-4:

(i) will be treated as having been supplied by **nbn** during the period that **nbn** is entitled to charge the Customer for the relevant Product Component under its Wholesale Broadband Agreement;

(ii) supplied in connection with **nbn™** Ethernet (Satellite) will be excluded from the calculation; and

(iii) supplied in a CSA serviced by a Temporary POI will be excluded from the calculation.

(i) The Customer's **Baseline CVC Dimensioning** will be determined as either:

(i) unless section 13.1(i)(ii) applies, Customer's CVC Dimensioning for the Billing Period invoiced in October 2017; or

(ii) if Customer:

(A) has a CVC Dimensioning calculated under section 13.1(i)(i) that is 3.1 Mbps or above; or

(B) does not have a Billing Period invoiced in October 2017,

then, for the purpose of the calculation of the CVC Boost Credit only, Customer's Baseline CVC Dimensioning will be deemed to be the National Average CVC Dimensioning for invoices issued in October 2017 (1.11 Mbps).

13.2 Process to Claim

nbn will apply the CVC Boost Credit (if any) as a credit to the next invoice containing a Recurring CVC Charge payable by Customer.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

13.3 Special Conditions

(a) **Amendments, suspensions and withdrawals**

(i) **nbn** may extend the duration of the CVC Boost Credit on 10 Business Days' notice to Customer.

(ii) Without limiting section 13.3(a)(iii), **nbn** may withdraw, suspend or amend the CVC Boost Credit on 1 months' prior notice to Customer.

(iii) **nbn** may withdraw, suspend or amend this CVC Boost Credit:

(A) on 5 Business Days' notice to Customer, if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or

(B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency or if a person commences legal proceedings in relation to this CVC Boost Credit.

(b) **Ordered Products to which the Credit Relates**

The CVC Boost Credit does not apply to CVC TC-4 capacity supplied in connection with **nbn**™ Ethernet (Satellite) or in a CSA served by a Temporary POI.

(c) **CVC Boost Credit management**

(i) If the eligibility criteria (or any part of it) in section 13.1(b) is not satisfied, **nbn** may reverse all previous CVC Boost Credits recorded in Customer's invoices in respect of any period during which the criteria were not satisfied, and cease all further CVC Boost Credits.

(ii) If the CVC Boost Credits are reversed in accordance with this paragraph, an amount equal to the aggregate amount of the CVC Boost Credits reversed as at the date of the reversal will be included by **nbn** in a later invoice pursuant to clause B2 of the Head Terms.

(d) **Definitions**

In this section 13:

Baseline CVC Dimensioning means the CVC Dimensioning as determined in accordance with section 13.1(i).

Discount Tier means each range of CVC Dimensioning (in kbps) set out in the table in section 13.1(c).

First CVC Boost Credit means the first CVC Boost Credit offered by **nbn** in the period from 14 December 2017 to 30 April 2018.

National Average CVC Dimensioning means 1.11 Mbps, being the average CVC Dimensioning for invoices issued in October 2017 across all customers.

Second MDF F50 Agreement has the meaning given in section 14.3(d).

Target Discount Tier means the Discount Tier applicable to Customer if Customer's CVC Dimensioning is 150% of Customer's Baseline CVC Dimensioning.

13.4 CVC Boost Ramp-up Credit

(a) **nbn** will give Customer a credit for the amount by which Customer's Recurring CVC Charge would (but for the credit) increase as a result of an increase in ordered CVC TC-4 capacity during the period from 1 May 2018 until 30 June 2018 in accordance with this section 13.4 (**CVC Boost Ramp-up Credit**).

(b) **nbn** will only provide the CVC Boost Ramp-up Credit if Customer becomes eligible to receive a CVC Boost Credit pursuant to section 13.1 in any Billing Period ending on or before 30 June 2018.

(c) **nbn** will apply the CVC Boost Ramp-up Credit in respect of the Billing Periods ending after 1 May 2018 and on or before 30 June 2018 (each a **Relevant Billing Period**) but:

(i) this CVC Boost Ramp-up Credit will not be applied in respect of any Relevant Billing Period in which a CVC Boost Credit or First CVC Boost Credit also applies;

(ii) **nbn** will apply the CVC Boost Ramp-up Credit in an invoice for a subsequent Billing Period and not in an invoice for a Relevant Billing Period (which must be paid in full); and

(iii) the CVC Boost Ramp-up Credit does not apply to any CVC TC-4 capacity to which the CVC Boost Credit does not apply pursuant to section 13.3(b).

(d) Section 13.3(a) applies to the CVC Boost Ramp-up Credit (as if references to that section to CVC Boost Credit were references to CVC Boost Ramp Up Credit).

***Note**: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

The details and conditions in section 14 apply in respect of the F50 Credit described in section 3.

14. F50 Credit

14.1 Eligibility/Availability Criteria

(a) Subject to the terms of this section 14, **nbn** will give Customer a F50 Credit:

(i) to be applied, during the F50 Credit Period, against the recurring Charges for all AVC TC-4 and UNI bundles of **nbn**™ Ethernet Product Components that are subject to an Eligible Order (**Relevant Ordered Products**) completed during the First F50 Promotion Period (if any) or Second F50 Promotion Period (if any) (each a **F50 Promotion Period**); and

(ii) to be calculated on a per AVC TC-4 basis as further detailed in section 14.1(b).

(b) The F50 Credit for each Relevant Ordered Product is calculated as follows:

F50 Credit = Applicable Recurring Charge minus $27

Where the **Applicable Recurring Charge** is the recurring Charge for the Relevant Ordered Product for the Eligible Bandwidth Profile, as listed in the **nbn**™ Ethernet Price List (as amended from time to time).

(c) The F50 Credit is payable only if the following conditions are satisfied:

(i) in respect of the Relevant Ordered Products activated during the First F50 Promotional Period, Customer has entered into a First MDF Agreement;

(ii) in respect of the Relevant Ordered Products activated during the Second F50 Promotional Period, Customer has entered into a Second MDF Agreement;

(iii) Customer has complied with the terms of the relevant MDF F50 Agreement at all times;

(iv) the Eligible Bandwidth Profile applies continuously to the Relevant Ordered Product during the relevant Billing Periods;

(v) no more than 15% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods; and

(vi) no more than 5% of CVCs with which the Relevant Ordered Products are associated to which the F50 Credit would (but for this condition) apply, exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis) during any applicable F50 Credit Periods.

14.2 Process to Claim

nbn will apply the F50 Credit (if any) as a credit to the next invoice containing an Applicable Recurring Charge payable by Customer.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.*

14.3 Special Conditions

(a) **Extensions, withdrawals and variations**

(i) **nbn** may extend the availability period of the F50 Credit on 10 Business Days' notice to Customer.

(ii) Without limiting section 14.3(a)(iii), **nbn** may withdraw, suspend or amend this F50 Credit on 1 months' prior notice to Customer.

(iii) **nbn** may withdraw, suspend or amend this F50 Credit:

(A) on 5 Business Days' notice to Customer, if there is any change, or if **nbn** has notified Customer of a change, to the recurring Charge payable by customers under the WBA (whether by notice of a change to this Discounts, Credits and Rebates List, by offering varied pricing to customers, or otherwise) for any CVC or AVC Product Component; or

(B) immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

(b) **Ordered Products to which the Credit Relates**

The F50 Credit does not apply to any AVC TC-4 Product Component:

(i) supplied in connection with **nbn**™ Ethernet (Satellite) or **nbn**™ Ethernet (Fixed Wireless); or

(ii) already on an Eligible Bandwidth Profile at any time before or during the relevant F50 Promotion Period.

For example, the F50 Credit will not apply to an Ordered Product where Customer downgrades the Ordered Product from an Eligible Bandwidth Profile to a lower bandwidth profile and subsequently submits a further Modify Order to upgrade that same Ordered Product back to an Eligible Bandwidth Profile.

(c) **F50 Credit management**

(i) If any of the conditions in section 14.1(c)(i) or 14.1(c)(iii) are not satisfied, **nbn** may reverse all previous F50 Credits recorded in Customer's invoices in respect of any period during which the criteria were not satisfied, and cease all further F50 Credits.

(ii) If the F50 Credits are reversed in accordance with section 14.3(c)(i), an amount equal to the aggregate amount of the F50 Credits reversed as at the date of the reversal will be included by **nbn** in a later invoice pursuant to clause B2 of the Head Terms.

(iii) If the condition in section 14.1(c)(iv) is not satisfied in respect of a Relevant Ordered Product, **nbn** may immediately cease to apply any further F50 Credits in respect of that Relevant Ordered Product.

(iv) If any of the conditions in sections 14.1(c)(v) or 14.1(c)(vi) are not satisfied in respect of one or more Relevant Ordered Products (each an **Over Contended Product**):

(A) **nbn** may, on written notice to Customer, engage with Customer to discuss Customer's adherence to the conditions and the parties will use their reasonable endeavours to agree appropriate remediation steps;

(B) if the parties are able to agree remediation steps within 30 days of **nbn**'s written notice under section 14.3(c)(iv)(A) then the F50 Credit will continue to apply to the Over Contended Products unless Customer does not implement the remediation steps as agreed, in which event **nbn** may (at its election):

(1) repeat the step in section 14.3(c)(iv)(A); or

(2) cease to apply the F50 Credit to the Over Contended Products;

(C) if the parties are unable to agree remediation steps, **nbn** may (at its election):

(1) immediately cease to apply the F50 Credit to the Over Contended Products; or

(2) monitor the situation and at any time during the relevant F50 Credit Periods cease to apply the F50 Credit to the Over Contended Products.

(d) **Definitions**

In this section 14:

Applicable Recurring Charge has the meaning given in section 14.1(b).

Eligible Bandwidth Profile means the following AVC TC-4 bandwidth profiles:

(a) 50 downstream Mbps (PIR)/20 upstream Mbps (PIR); or

(b) 25-50 downstream Mbps (PIR)/5-20 upstream Mbps (PIR).

Eligible New Order means a Connect Order by Customer for a Relevant Ordered Product where:

(b) the Ready for Use Date of the Ordered Product occurred during the F50 Promotion Period; and

(c) the relevant AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

Eligible Order means an Eligible New Order or an Eligible Modification (as applicable).

Eligible Modification means a Modify Order for a Relevant Ordered Product where:

(d) the Ready for Use Date of the Relevant Ordered Product occurred prior to the commencement of the F50 Promotion Period;

(e) the Modify Order requests an increase or decrease in in the AVC TC-4 bandwidth profile of the Relevant Ordered Product and this order was completed during the F50 Promotion Period; and

(f) the relevant increased or decreased AVC TC-4 bandwidth profile is an Eligible Bandwidth Profile.

F50 Credit Period means, in respect of each Relevant Ordered Product, the 12 month period from completion of the Eligible Order for that Relevant Ordered Product.

F50 Promotion Period has the meaning given in section 14.1(a)(i).

First F50 Promotion Period means the period nominated by Customer under the First MDF Agreement which must be a period commencing no earlier than 14 December 2017 and ending no later than 30 April 2018 (inclusive).

First MDF Agreement means Marketing Development Fund Program Agreement and MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer applicable to the F50 Credit.

MDF F50 Agreement means either:

(a) the First MDF Agreement; or

(b) the Second MDF Agreement,

as applicable.

Over Contended Product has the meaning given in section 14.3(c)(iv).

Relevant Ordered Products has the meaning given in section 14.1(a)(i).

Second F50 Promotion Period means the period nominated by Customer under the Second MDF Agreement which must be a period commencing no earlier than 1 May 2018 and ending no later than 31 October 2018 (inclusive).

Second MDF Agreement means Marketing Development Fund Program Agreement and a MDF Program and Funding Schedule - Focus on 50 End User Pricing Offer (Round 2) applicable to the F50 Credit.

The details and conditions in section 15 apply in respect of the Special Services Migration – Subsequent Installation Credit described in section 3.

15. Special Services Migration – Subsequent Installation Credit

15.1 Eligibility/Availability Criteria

nbn will credit Customer $270 of the Subsequent Installation Charge specified in the **nbn**™ Ethernet Price List (**Subsequent Installation Credit**) in respect of an **nbn**™ Ethernet (FTTB) Ordered Product or an **nbn**™ Ethernet (FTTN) Ordered Product in respect of which the following conditions are met:

(a) activation of the **nbn**™ Ethernet Ordered Product requires **nbn** to perform a Subsequent Installation and;

(b) the **nbn**™ Ethernet Ordered Product includes an AVC TC-2 bandwidth profile;

(c) the **nbn**™ Ethernet Ordered Product is activated in respect of a Special Service Replacement Line;

(d) Customer submits to **nbn**, by the date set out in column 1 of Table 1, as much of the migration data detailed in Appendix 1 as available to Customer in respect of the Premises to which the **nbn**™ Ethernet Ordered Product will be supplied, including at least:

  (i) one of the unique identifiers set out in items 1 to 3 of Appendix 1; and

  (ii) a full street address, formatted in the manner set out in item 9 of Appendix 1 and containing all of the particulars set out in items 9A to 9M of Appendix 1 that are relevant to the address;

(e) the **nbn**™ Ethernet Ordered Product is listed in a Weekly Special Services Migration Report submitted by Customer to **nbn** no later than the week after the **nbn**™ Ethernet Ordered Product is ordered; and

(f) **nbn** activates the order for the **nbn**™ Ethernet Ordered Product supplied over that Special Service Replacement Line by the date set out in column 2 of Table 1.

White Paper Special Service is addressed in which White Paper:	***Column 1*:** Months before applicable White Paper Disconnection Date by which migration data must be submitted to be eligible for Credit	***Column 2*:** Months before the applicable White Paper Disconnection Date or Rollout Region Disconnection Date (whichever is later) that the **nbn**™ Ethernet Ordered Product must be activated to be eligible for Credit*
White Paper No. 1 (where the White Paper No. 1 Rollout	11 months	5 months

Region Disconnection Date where the Premises is located is before 30 June 2019)		
White Paper No. 1 (where the Rollout Region Disconnection Date where the Premises is located is on or after 30 June 2019)	11 months	8 months
White Paper No. 2	14 months	8 months
White Paper No. 3	14 months	8 months
White Paper No. 4	14 months	8 months

* The condition in section 15.1(f) is waived if the deadline is missed solely due to an order being Held due to matters within **nbn**'s reasonable control.

*Table 1: Deadlines for submitting White Paper Special Services migration data and for activating **nbn**™ Ethernet Ordered Products supplied over a Special Service Replacement Line*

15.2 Process to Claim

(a) Customer must provide the Weekly Special Services Migration Report to **nbn** via a method specified by **nbn** from time to time.

(b) Subject to section 15.3(a), **nbn** will apply the Subsequent Installation Credit for an **nbn**™ Ethernet Ordered Product against the invoice for the later of:

(i) the Billing Period in which Customer submits to **nbn** the Weekly Special Services Migration Report that contains particulars of that **nbn**™ Ethernet Ordered Product; and

(ii) the Billing Period in which **nbn** activates that **nbn**™ Ethernet Ordered Product.

(c) The Subsequent Installation Credit will appear as a separate line to any Subsequent Installation Charges on the relevant invoice.

(d) Customer is not required to submit a claim for the Subsequent Installation Credit.

15.3 Special Conditions

(a) If Customer meets all of the criteria in respect of a Subsequent Installation Credit except section 15.1(e) in respect of an **nbn**™ Ethernet Ordered Product, **nbn** may, at its discretion, elect to provide that Subsequent Installation Credit provided that Customer submits a later Weekly Special Services Migration Report containing particulars of the relevant **nbn**™ Ethernet Ordered Product.

(b) **nbn** may suspend or withdraw the Credit or otherwise amend the terms of this Notice by giving not less than 3 months' notice to Customer.

15.4 Definitions

In this section 15:

(a) **Rollout Region Disconnection Date** means the "Disconnection Date" for the "Rollout Region" in which the relevant Premises is located, as determined under the Telstra Migration Plan.

(b) **Special Service Replacement Line** means a single **nbn**™ Copper Pair in respect of which all of the following conditions apply:

(i) Customer has placed an order for **nbn**™ Ethernet (FTTN) or **nbn**™ Ethernet (FTTB) in respect of that **nbn**™ Copper Pair;

(ii) when processing Customer's order for **nbn**™ Ethernet in respect of that **nbn**™ Copper Pair, **nbn** had identified that the **nbn**™ Ethernet Ordered Product would be supplied for the purpose of transitioning a White Paper Special Service;

(iii) that **nbn**™ Copper Pair is the first **nbn**™ Copper Pair being used to supply **nbn**™ Ethernet for the purpose of transitioning that White Paper Special Service; and

(iv) that **nbn**™ Copper Pair is not being used to supply a White Paper Special Service at the time of the order for **nbn**™ Ethernet in respect of that **nbn**™ Copper Pair.

(c) **Weekly Special Services Migration Report** means a weekly report submitted by Customer to **nbn** setting out all of the particulars in Appendix 2 in respect of each **nbn**™ Ethernet Ordered Product that Customer has ordered in respect of a Special Services Replacement Line in the week prior to the submission of the report.

(d) **White Paper** means a "White Paper" issued by **nbn** as defined in the Telstra Migration Plan.

(e) **White Paper Disconnection Date** means the "Disconnection Date" in respect of a "Direct Special Service" or "Special Service Input" as defined in the Telstra Migration Plan.

(f) **White Paper Special Service** means a "Direct Special Service" (as defined in the Telstra Migration Plan) to which one of the following White Papers apply:

(i) White Paper No. 1: Temporary Special Services White Paper – Ethernet-Lite and Wholesale BDSL on the **nbn**™ Ethernet Bitstream Service;

(ii) White Paper No. 2: Temporary Special Services White Paper – ATM on the **nbn**™ Ethernet Bitstream Service and Temporary Special Services White Paper – CustomNet Spectrum on the **nbn**™ Ethernet Bitstream Service;

(iii) White Paper No. 3: Temporary Special Services White Paper – DDS Fastway and Wholesale Data Access Radial and Temporary Special Services White Paper – Megalink and Wholesale Transmission; or

(iv) White Paper No. 4: Temporary Special Services White Paper – Frame Relay on the **nbn**™ Ethernet Bitstream Service and Temporary Special Services White Paper – ISDN on the **nbn**™ Ethernet Bitstream Service,

and any service that is certified as a "Special Service Input" in accordance with the Telstra Migration Plan as a service equivalent to such a "Direct Special Service" supplied by means of a ULLS supplied by Telstra.

Appendix 1: White Paper Special Services Migration Data Inputs Template

Item	Field name	Field Description	Data type	Example
1	**nbn** LOCID*	Denotes specific 'service identifier' that can be used to append system based orders/processes to	STRING	LOC000123456789
2	**ADBORID*** (or Appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to addressable location, Eg: Customer ID or Account Number)	STRING	100000123
3	**FNN*** (Or appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)	STRING	N0001234R
4	PRODUCT/ TECHNOLOGY	Name of the current Technology/Product	STRING	ISDN
5	SPEED	Should reflect the plan currently aligned to the service (as provided by [insert Customer name])	STRING	4MPS
6	SPEED TIER	Speed that [insert Customer name] selects from **nbn** offering for the service post migration.	STRING	TC2 - 5
7	COPPER PAIR ID	Identification number of the Copper Pair the Service is attached to	STRING	nbn COPPER Pair ID Example: CPI3000012345678 [insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17
8	SPARE COPPER PAIR ID	Identification number of any Spare Copper Pair at the same location as the Copper Pair that the service is attached to	STRING	nbn COPPER Pair ID Example: CPI3000012345678 [insert RSP name] COPPER Pair ID Example: D-BMAA-P601-O-17
9	FORMATTED ADDRESS#	Full Street Address for the service	STRING	LEVEL 1, UNIT 2, 4-6 SMITH STREET EAST, SMITHFIELD, NSW 2999

9A	BUSINESS ENTITY NAME	Business/Owner Name	STRING	BANK BANK
9B	LEVEL_TYPE	*Specific Addressing component*	STRING	LEVEL
9C	LEVEL_NUMBER	*Specific Addressing component*	STRING	1
9D	UNIT_TYPE	*Specific Addressing component*	STRING	UNIT
9E	UNIT_NUMBER	*Specific Addressing component*	STRING	2
9F	ROAD NUMBER 1	*Specific Addressing component*	STRING	4
9G	ROAD NUMBER 2	*Specific Addressing component*	STRING	6
9H	ROAD NAME	*Specific Addressing component*	STRING	SMITH
9I	ROAD TYPE	*Specific Addressing component*	STRING	STREET
9J	ROAD SUFFIX (DIRECTION ONLY)	*Specific Addressing component*	STRING	EAST
9K	LOCALITY/SUBURB	*Specific Addressing component*	STRING	SMITHFIELD
9L	STATE ABBREVIATION	*Specific Addressing component*	STRING	NSW
9M	POSTCODE	*Specific Addressing component*	STRING	2999
10	LATITUDE (Min 6 Decimal places)	Specific Latitude coordinates for service	NUMBER	-46.12345678
11	LONGITUDE (Min 6 Decimal places)	Specific Longitude coordinates for service	NUMBER	115.12345678
12	Extra Description or Comments	Eg: Site Access conditions etc	STRING	Free text

* At least one Unique Identifier must be provided by Customer to **nbn**.

Address provided must be formatted as indicated in this table.

Appendix 2: Weekly Special Services Migration Report – input template for each relevant **nbn**™ Ethernet Ordered Product

Item	Field name	Field Description	Data type	Example
1	PRODUCT INSTANCE ID	Unique account No identifier for services being ordered	STRING	PRI000117855993
2	**nbn** LOCID	Denotes specific 'service identifier' that can be used to append system based orders/processes to	STRING	LOC000123456789
3	**FNN** (Or appropriate Unique Identifier)	Unique Identifier for the Service (Identifier should be unique to service, eg: Phone Number)	STRING	N0001234R
4	**nbn** Order ID	Denotes the specific **nbn** Order number assigned to the Special Service Replacement Line	STRING	ORD011123456789

The details and conditions in section 16 apply in respect of the Half Rack Discount described in section 3.

16. Half Rack Discount

16.1 Eligibility/Availability Criteria

(a) **nbn** will give Customer the Half Rack Discount as a Discount to the recurring Charge for the Co-location (1 x lockable half height Equipment Rack) Service Element of the Facilities Access Service (**Half Rack Charge**).

(b) Subject to section 16.1(d), the Half Rack Discount will be available from 1 March 2018 until the earlier of:

(i) 31 December 2018; and

(ii) the date that **nbn** notifies Customer of the withdrawal of the Half Rack Discount.

(c) **nbn** will give at least 3 months' prior notice to Customer of the date referred to in section 16.1(b)(ii).

(d) **nbn** may extend the availability period of the Half Rack Discount on 10 Business Days' notice to Customer.

16.2 Pro-Ration

(a) If the Half Rack Discount is available for less than a whole Billing Period, **nbn** will apply the Discount on a pro-rata daily basis.

(b) If Customer has already paid any undiscounted Half Rack Charge in respect of any period in which the Half Rack Discount is available, **nbn** will credit Customer the relevant pro-rated amount of the Half Rack Discount.

Example: *If Customer has already paid 1 x undiscounted Half Rack Charge for the Billing Period ending 3 March 2018,* ***nbn*** *will credit Customer in its March invoice an amount equal to 3 days of the Half Rack Discount.*

16.3 Process to Claim

(a) **nbn** will apply the Half Rack Discount to the Half Rack Charge payable by Customer at the time the Half Rack Charge is invoiced.

(b) The discounted Half Rack Charge will appear as the chargeable amount in the applicable invoice.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

The details and conditions in section 17 apply in respect of the Professional Wiring Isolation Charges Waiver described in section 3.

17. Professional Wiring Isolation Charges Waiver details and conditions

17.1 Details

(a) **nbn** waives, to the extent set out in item 14 of section 3, any Charges for Professional Wiring Isolation to the extent that they exceed the minimum charge of $225.

Note: *The effect of this waiver is that for the period the waiver is effective in accordance with section 3, the Charge for a Professional Wiring Isolation will be $225.*

17.2 Process to Claim

nbn will provide Customer this Professional Wiring Isolation Charges Waiver by omitting or listing as not payable the waived Professional Wiring Isolation Charge in Customer's invoices.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 18 apply in respect of the Customer Managed Installation Rebate as described in section 3.

18. Customer Managed Installation – FTTC Rebate and **nbn** Professional Installation – FTTC Charge Full Waiver details and conditions

18.1 Customer Managed Installation – FTTC Rebate - details

(a) **nbn** is providing the following Rebate of certain costs associated with a Customer Managed Installation - FTTC:

(i) The Customer Managed Installation – FTTC Rebate amount will be $26.00 (excluding GST).

(ii) The Customer Managed Installation – FTTC Rebate will apply in the following circumstances:

(A) upon a Successful Customer Activation - FTTC; and

(B) upon a Failed Customer Activation – FTTC provided that the Activation Failure Rate – FTTC for the relevant calendar month in which the order is Completed is less than or equal to 1.5%.

(b) If the Activation Failure Rate – FTTC for the relevant calendar month exceeds 1.5%, the Customer Managed Installation – FTTC Rebate is not applicable to any Completed orders that result in a Failed Customer Activation – FTTC during that calendar month.

(c) In accordance with clause B2.5 of the Head Terms, **nbn** is entitled to recover, and Customer will repay, Customer Managed Installation – FTTC Rebates credited to Customers on Completed orders for Customer Managed Installations that result in Failed Customer Activations in respect of any calendar month during which the Activation Failure Rate exceeds 1.5%.

18.2 **nbn** Professional Installation – FTTC Charge Full Waiver - details

(a) **nbn** waives any Charge for an **nbn** Professional Installation - FTTC incurred by Customer in the relevant calendar month in respect of orders that result in a Failed Customer Activation - FTTC, provided that the Activation Failure Rate - FTTC in the relevant calendar month in which the order Completes is less than or equal to 1.5%.

(b) If the Activation Failure Rate - FTTC for the relevant calendar month exceeds 1.5%, all Charges for **nbn** Professional Installations - FTTC incurred in respect of Completed orders that result in a Failed Customer Activation- FTTC during that calendar month will be payable by the Customer.

18.3 Process to Claim

(a) **nbn** will apply the Customer Managed Installation – FTTC Rebate during the relevant calendar month in accordance this section 18 and the billing processes set out in the WBA.

(b) **nbn** will provide Customer the **nbn** Professional Installation – FTTC Charge Full Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – FTTC Charge in Customer's invoices.

***Note**: Customer does not need to submit any Credit/Rebate Claim Form in respect of this rebate/waiver.*

18.4 Applicable orders

The Customer Managed Installation – FTTC Rebate and the **nbn** Professional Installation – FTTC Charge Full Waiver apply to orders for **nbn**™ Ethernet (FTTC) where the Customer selects a Customer Managed Installation – FTTC.

18.5 Definitions

The following definitions apply to this section 18:

(a) **Activation Failure Rate – FTTC** means, for a calendar month:

(i) the total number of orders submitted by Customer that are Completed in the calendar month that result in Failed Customer Activations – FTTC;

as a percentage of:

(ii) the total number of orders submitted by Customer that are Completed in the calendar month that result in Failed Customer Activations - FTTC and Successful Customer Activations- FTTC.

For the avoidance of doubt, the order does not need to be submitted within the relevant calendar month;

(b) **Failed Customer Activation - FTTC** means:

(i) the Completion of an order for **nbn**™ Ethernet (FTTC) as a result of an **nbn** Professional Installation – FTTC following a failed Customer Managed Installation - FTTC where such failure is attributable to the act or omission of Customer, Downstream Service Provider or End User; or

(ii) the Completion of an order for **nbn**™ Ethernet (FTTC) following a Customer Managed Installation – FTTC; and

(c) **Successful Customer Activation - FTTC** means the Completion of an order for **nbn**™ Ethernet (FTTC) as a result of:

(i) a Customer Managed Installation - FTTC; or

(ii) an **nbn** Professional Installation – FTTC following a failed Customer Managed Installation – FTTC where such failure is not attributable to the act or omission of Customer, Downstream Service Provider or End User.

The details and conditions in section 19 apply in respect of the FTTC Subsequent Installation waiver as described in section 3.

19. **nbn** Professional Installation – FTTC Charge Partial Waiver

19.1 Details

If an **nbn** Professional Installation – FTTC Charge is payable by Customer, **nbn** waives, to the extent set out in item 16 of section 3, any Charges associated with an **nbn** Professional Installation – FTTC incurred by Customer to the extent that they exceed the minimum charge of $150.

19.2 Process to Claim

nbn will provide Customer this **nbn** Professional Installation – FTTC Charge Partial Waiver by omitting or listing as not payable the waived **nbn** Professional Installation – FTTC Charge in Customer's invoices.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this waiver.*

The details and conditions in section 20 apply in respect of the High Bandwidth Bundles Discount described in section 3.

20. High Bandwidth Bundles Discount

20.1 Discounted charges

(a) Subject to the terms of this section 20, **nbn** will supply a Bundled CVC and associated AVC TC-4 Product Components (**Bundled Components**) in accordance with the discounted charges in the table below:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	**nbn**™ Network	Discounted charge per AVC TC-4 per Billing Period	CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4
12	1	Fibre, FTTB, FTTC, FTTN and HFC	$45.00	2 Mbps
25	5	Fibre, FTTB, FTTC, FTTN and HFC	$45.00	2 Mbps
25	5–10	FTTB, FTTC and FTTN	$45.00	2 Mbps
25	10	Fibre and HFC	$45.00	2 Mbps
25–50	5–20	FTTB, FTTC and FTTN	$45.00	2 Mbps
50	20	Fibre and HFC	$45.00	2 Mbps
25–100	5–40	FTTB, FTTC and FTTN	$65.00	2.5 Mbps
100	40	Fibre and HFC	$65.00	2.5 Mbps
250	100	Fibre	$100.00	2.5 Mbps
500	200	Fibre	$130.00	2.5 Mbps
1000	400	Fibre	$180.00	2.5 Mbps

Note: *The CVC TC-4 bandwidth inclusion per AVC TC-4 in the table above is not automatically provisioned. Customer must first order a CVC TC-4 Product Component with a specific bandwidth profile and designate it as a "Bundled CVC". Customer may order any CVC TC-4 bandwidth profile available under the* ***nbn***™ *Ethernet Product Description. Customer may then associate AVC TC-4 Product Components with that Bundled CVC.*

(b) For the purposes of this High Bandwidth Bundles Discount:

(i) a **Bundled CVC** is a CVC TC-4 Product Component that Customer has designated as a "Bundled CVC" during an ordering process for that CVC TC-4 Product Component;

(ii) a **Basic CVC** is a CVC TC-4 Product Component that Customer has either designated as a "Basic CVC", or has not designated as a "Bundled CVC", during an ordering process for that CVC TC-4 Product Component;

(iii) **Ordered Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis); and

(iv) **Included Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions under section 20.1(a) (in Mbps) for all AVC TC-4 Bundled Components associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis).

(c) If, across a Billing Period in a CSA, the Ordered Bandwidth is equal to or less than the Included Bandwidth, no charge will apply in respect of the Bundled CVCs in that CSA separate to the charges for the associated AVC TC-4 Bundled Components set out in section 20.1(a).

(d) If, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge Customer an **Overage Charge** calculated as follows:

Overage Charge = $8 x (Ordered Bandwidth – Included Bandwidth)

Note: *The application and calculation of Overage Charges are subject to the terms of section 20.2.*

Discount Example

At the commencement of a 30-day Billing Period in a CSA, Customer orders:

- a CVC TC-4 Product Component with a bandwidth profile of 400 Mbps and designates it as a "Bundled CVC" (**Bundled CVC 1**); and
- a second CVC TC-4 Product Component with a bandwidth profile of 400 Mbps and designates it as a "Bundled CVC" (**Bundled CVC 2**).

At the commencement of the Billing Period, Customer associates the following AVC TC-4 Product Components with those Bundled CVCs:

- Bundled CVC 1: 200 AVC TC-4s with a bandwidth profile of 50 Mbps downstream (PIR) and 20 Mbps upstream (PIR).
- Bundled CVC 2: 200 AVC TC-4s with a bandwidth profile of 50 Mbps downstream (PIR) and 20 Mbps upstream (PIR).

Throughout the Billing Period, no changes are made to the number of AVC TC-4 Product Components associated with either Bundled CVC or to the ordered capacity for Bundled CVC 1.

On day 7 of the Billing Period, Customer orders an additional 100 Mbps of capacity in respect of Bundled CVC 2. This means that, for the first 6 days of the Billing Period, Customer's ordered bandwidth is 400 Mbps and for the remaining 24 days, Customer's ordered bandwidth is 500 Mbps.

Accordingly, at the end of the Billing Period, Customer's **Ordered Bandwidth** will be:

Ordered bandwidth for Bundled CVC 1 = 400 Mbps

Ordered bandwidth for Bundled CVC 2 = 400 Mbps x $\frac{6}{30}$ + 500 Mbps x $\frac{24}{30}$ = 480 Mbps

Total Ordered Bandwidth for the relevant CSA = **880 Mbps**

At the end of the Billing Period, Customer's **Included Bandwidth** will be:

Included bandwidth for Bundled CVC 1 = (200 x 2 Mbps) = 400 Mbps

Included bandwidth for Bundled CVC 2 = (200 x 2 Mbps) = 400 Mbps

Total Included Bandwidth for the relevant CSA = **800 Mbps**

In accordance with section 20.1(a), the discounted charge per Billing Period for the AVC TC-4 Bundled Components in that CSA will be:

Charge for AVC TC-4 Bundled Components (Bundled CVC 1) = (200 x $45.00) = $9,000

Charge for AVC TC-4 Bundled Components (Bundled CVC 2) = (200 x $45.00) = $9,000

Total discounted charges for AVC TC-4 Bundled Components for the relevant CSA = **$18,000**

The Overage Charge in the relevant Billing Period in respect of that CSA will be:

Overage Charge = $8 x (Ordered Bandwidth – Included Bandwidth) = $8 x (880 Mbps – 800 Mbps) = $8 x 80 Mbps = **$640**

Accordingly, the total charges payable by Customer for the Bundled Components in that CSA under the terms of this High Bandwidth Bundles Discount in the relevant Billing Period will be:

$18,000 + $640 = **$18,640**

20.2 Overage Charge Exceptions

(a) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(b) Without limiting section 20.2(a), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (**Overage Waiver Condition**).

(c) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:

(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, **nbn** will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

20.3 Ordered Products to which this Discount relates

(a) This High Bandwidth Bundles Discount only applies to Bundled Components of **nbn**™ Ethernet (Fibre), **nbn**™ Ethernet (FTTB), **nbn**™ Ethernet (FTTC), **nbn**™ Ethernet (FTTN) and **nbn**™ Ethernet (HFC).

(b) For clarity, this High Bandwidth Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with **nbn**™ Ethernet (Wireless) or **nbn**™ Ethernet (Satellite).

(c) An order that associates an **nbn**™ Ethernet (Wireless) AVC TC-4 Product Component with a Bundled CVC will be regarded as a defective order and may be rejected by **nbn** in accordance with section 4.5.1.6 of the WBA Operations Manual.

20.4 Aggregate comparison to **nbn**™ Ethernet Price List charges

(a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this High Bandwidth Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Bundled Components were invoiced at the corresponding recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(b) If a Billing Dispute under 20.4(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Bundled Components were invoiced at the corresponding recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

20.5 CVC Utilisation Conditions

(a) To obtain this High Bandwidth Bundles Discount, Customer must ensure that:

(i) no more than 15% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(ii) no more than 5% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),

(each, a **CVC Utilisation Condition**).

(b) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) in any subsequent Billing Period in which Customer breaches a CVC Utilisation Condition, Customer's Bundled Components will be invoiced at the recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(c) For the purposes of section 20.5(b), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

Example: *If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two Billing Periods (i.e. the first part of the 7 day period is in one Billing Period and the last part of the 7 day period is in the next Billing Period), the breach will be deemed to have occurred in the later Billing Period, as the final day of the 7 day period is in this Billing Period.*

20.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the **nbn**™ Ethernet Service Levels Schedule if it applies to an AVC TC-4 Bundled Component, the relevant recurring Charges in respect of that AVC TC-4 Bundled Component are those in the **nbn**™ Ethernet Price List (notwithstanding that such recurring Charges will not be invoiced for that AVC TC-4 Bundled Component due to the operation of this High Bandwidth Bundles Discount).

20.7 Interaction with other Discounts, Credits and Rebates

(a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this High Bandwidth Bundles Discount applies to those Product Components:

(i) subject to section 20.7(c), the 50 Kbps CVC Credit;

(ii) the CVC Transitional Pricing Credit;

(iii) the Dimension Based CVC Discount;

(iv) the CVC Boost Credit; and

(v) the F50 Credit.

(b) If a Product Component is only a Bundled Component for part of a Billing Period:

(i) the charges in section 20.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and

(ii) subject to sections 20.7(c) and 20.7(f)(ii), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this High Bandwidth Bundles Discount), applied on a pro-rata daily basis.

(c) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):

(i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;

(ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and

(iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

(d) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which **nbn** supplies an AVC TC-4 Bundled Component will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.

(e) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit:

(i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and

(ii) the number of AVC TC-4 Bundled Components ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.

(f) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:

(i) this High Bandwidth Bundles Discount; and

(ii) the F50 Credit.

20.8 Extensions, withdrawals and variations

(a) Without limiting sections 20.8(b) and 20.8(c), **nbn** may withdraw, suspend or amend this High Bandwidth Bundles Discount on 6 months' prior notice to Customer.

(b) **nbn** may extend the availability period of this High Bandwidth Bundles Discount on 10 Business Days' prior notice to Customer.

(c) **nbn** may withdraw, suspend or amend this High Bandwidth Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

20.9 Process to Claim

nbn will automatically apply this High Bandwidth Bundles Discount.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*

The details and conditions in section 21 apply in respect of the Fixed Wireless Bundles Discount described in section 3.

21. Fixed Wireless Bundles Discount

21.1 Discounted charges

(a) Subject to the terms of this section 21, **nbn** will supply the following AVC TC-4 Product Components in accordance with the discounted charges in the table below:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	**nbn**™ Network	Discounted charge per AVC TC-4 per Billing Period	CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4
12	1	Wireless	$45.00	2 Mbps
25	5	Wireless	$45.00	2 Mbps
25–50	5–20	Wireless	$45.00	2 Mbps

Table 1: Discounted charges for Wireless Bundled AVCs

(b) The discounted charges set out in Table 1 will only apply in respect of an AVC TC-4 Product Component if the AVC TC-4 Product Component is associated with a Bundled CVC (each such AVC TC-4 Product Component, a **Wireless Bundled AVC**).

Note: *The CVC TC-4 bandwidth inclusion per AVC TC-4 in Table 1 is not automatically provisioned. Customer may order any CVC TC-4 bandwidth profile available under the* ***nbn***™ *Ethernet Product Description in respect of a Bundled CVC to which Wireless Bundled AVCs are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all Bundled AVCs associated with that Bundled CVC, including Wireless Bundled AVCs.*

(c) Notwithstanding section 20.3(c) of the High Bandwidth Bundles Discount, any of the AVC TC-4 Product Components set out in Table 1 may be associated with a Bundled CVC, whether that Bundled CVC only has Wireless Bundled AVCs associated with it or has other Bundled AVCs associated with it.

(d) If Customer orders a Wireless Bundled AVC in accordance with this Fixed Wireless Bundles Discount, no charge will apply to the CVC TC-4 bandwidth inclusion per Wireless Bundled AVC separate to the charges for the Wireless Bundled AVC set out in Table 1.

(e) For the purposes of this Fixed Wireless Bundles Discount:

(i) **Basic CVC** has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount;

(ii) **Bundled AVC** means any of:

(A) a Wireless Bundled AVC;

(B) an AVC TC-4 Product Component ordered under the terms of the High Bandwidth Bundles Discount; or

(C) any other AVC TC-4 Product Component associated with a Bundled CVC under the terms of a discount, credit or rebate in this DCR List; and

(iii) **Bundled CVC** has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount.

21.2 Overage Charges and Overage Waiver Condition

(a) If Customer obtains supply of any Wireless Bundled AVC in any CSA at any time during a Billing Period:

(i) Customer will only be liable to pay Overage Charges in respect of that CSA in accordance with the terms of this section 21.2; and

(ii) sections 20.1(d) and 20.2 will not apply in respect of that CSA.

(b) For the purposes of this section 21.2:

(i) **Included Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions (in Mbps) for all Bundled AVCs associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and

(ii) **Ordered Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).

(c) Subject to the terms of this section 21.2, if, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge Customer an **Overage Charge** calculated as follows:

Overage Charge = $8 x (Ordered Bandwidth – Included Bandwidth)

(d) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(e) Without limiting section 21.2(d), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (**Overage Waiver Condition**).

(f) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:

(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, **nbn** will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

(g) If Customer breaches the Overage Waiver Condition in respect of a CSA in a Billing Period under the High Bandwidth Bundles Discount before this Fixed Wireless Bundles Discount applied in respect of that CSA, the breach will be counted as having been a breach of the Overage Waiver Condition under section 21.2(e) for the purpose of applying section 21.2(f).

Note: *The effect of section 21.2(g) is that:*

- *if Customer has breached the Overage Waiver Condition under the High Bandwidth Bundles Discount in respect of a CSA in the Billing Period immediately prior to obtaining supply of a Wireless Bundled AVC, and then breaches the Overage Waiver Condition in respect of that same CSA in the first Billing Period in which Customer obtains supply of a Wireless Bundled CVC, Customer will be considered to have been in breach of the Overage Waiver Condition in two consecutive Billing Periods and the consequences in section 21.2(f) will apply; and*
- *if Customer has breached the Overage Waiver Condition in respect of a CSA in two consecutive Billing Periods under the High Bandwidth Bundles Discount,* ***nbn*** *will charge Customer $8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth under the terms of section 21.2(f)(ii), from the first Billing Period in which Customer obtains supply of a Wireless Bundled AVC and this Fixed Wireless Discount applies to that Customer.*

21.3 Ordered Products to which this Discount relates

(a) The Fixed Wireless Bundles Discount only applies to Wireless Bundled AVCs of **nbn**™ Ethernet (Wireless).

(b) For clarity, the Fixed Wireless Bundles Discount does not apply to any AVC TC-4 Product Components or CVC TC-4 capacity supplied in connection with **nbn**™ Ethernet (Fibre), **nbn**™ Ethernet (FTTB), **nbn**™ Ethernet (FTTC), **nbn**™ Ethernet (FTTN), **nbn**™ Ethernet (HFC) or **nbn**™ Ethernet (Satellite).

21.4 Aggregate comparison to **nbn**™ Ethernet Price List charges

(a) Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(b) If a Billing Dispute under section 21.4(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied

in respect of that Billing Period if the Product Components subject to this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

21.5 CVC Utilisation Conditions

(a) If Customer obtains supply of any Wireless Bundled AVCs in any part of a Billing Period, the terms of this section 21.5 will apply in respect of all Bundled CVCs supplied to Customer in that Billing Period, and section 20.5(b) of the High Bandwidth Bundles Discount will not apply in that Billing Period.

(b) To obtain this Fixed Wireless Bundles Discount and the High Bandwidth Bundles Discount (if applicable), Customer must ensure that:

(i) no more than 15% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 7 hours in any 7 day period (measured on a rolling 7 day basis); and

(ii) no more than 5% of Bundled CVCs exceed an average data throughput of 95% of the provisioned CIR (Mbps) for 14 hours in any 7 day period (measured on a rolling 7 day basis),

(each, a **CVC Utilisation Condition**).

(c) The following consequences will apply if Customer breaches any CVC Utilisation Condition:

(i) if Customer breaches a CVC Utilisation Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached a CVC Utilisation Condition; and

(ii) in any subsequent Billing Period in which Customer breaches a CVC Utilisation Condition, Customer's Bundled AVCs and Bundled CVCs will be invoiced at the recurring Charges for those Product Components in the **nbn**™ Ethernet Price List (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

(d) For the purposes of section 21.5(c), a breach of a CVC Utilisation Condition is deemed to occur on the final day of the 7 day period during which Customer does not comply with the CVC Utilisation Condition.

Example: *If a 7 day period during which Customer breaches a CVC Utilisation Condition falls into two Billing Periods (i.e. the first part of the 7 day period is in one Billing Period and the last part of the 7 day period is in the next Billing Period), the breach will be deemed to have occurred in the later Billing Period, as the final day of the 7 day period is in this Billing Period.*

(e) If Customer breaches a CVC Utilisation Condition in a Billing Period under the High Bandwidth Bundles Discount before this Fixed Wireless Bundles Discount applied in respect of any supply to Customer, that breach will be counted as having been a breach of the corresponding CVC Utilisation Condition under section 21.5(b) for the purpose of applying sections 21.5(c) and 21.5(d).

Note: *The effect of section 21.5(e) is that:*

- *if Customer has breached a CVC Utilisation Condition under the High Bandwidth Bundles Discount in the Billing Period immediately prior to obtaining supply of a Wireless Bundled AVC, and then breaches a CVC Utilisation Condition in the first Billing Period in which Customer obtains supply of a Wireless Bundled CVC (i.e. under the terms of section 21.5(b)), Customer will be considered to have been in breach of a CVC Utilisation Condition in two consecutive Billing Periods and the consequences in section 21.5(c) will apply; and*
- *if Customer has breached a CVC Utilisation Condition in two consecutive Billing Periods under the High Bandwidth Bundles Discount, Customer's Bundled CVCs and Bundled AVCs (including, but not limited to, Wireless Bundled AVCs) will be invoiced at the recurring Charges for those Product Components in the* ***nbn™*** *Ethernet Price List, without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List, from the first Billing Period in which this Fixed Wireless Bundles Discount applies (i.e. the discounted charges in Table 1 will never apply to Wireless Bundled AVCs).*

21.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the **nbn™** Ethernet Service Levels Schedule if it applies to a Wireless Bundled AVC, the relevant recurring Charges in respect of that Wireless Bundled AVC are those in the **nbn™** Ethernet Price List (notwithstanding that such recurring Charges will not be invoiced for that Wireless Bundled AVC due to the operation of this Fixed Wireless Bundles Discount).

21.7 Interaction with other Discounts, Credits and Rebates

(a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this Fixed Wireless Bundles Discount applies to those Product Components:

(i) subject to section 21.7(c), the 50 Kbps CVC Credit;

(ii) the CVC Transitional Pricing Credit;

(iii) the Dimension Based CVC Discount; and

(iv) the CVC Boost Credit.

(b) If an AVC TC-4 Product Component is only a Wireless Bundled AVC for part of a Billing Period:

(i) the charges in section 21.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and

(ii) subject to section 21.7(c), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this Fixed Wireless Bundles Discount), applied on a pro-rata daily basis.

(c) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):

(i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;

(ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and

(iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

(d) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which **nbn** supplies a Wireless Bundled AVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.

(e) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit, the number of Wireless Bundled AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs:

(i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs;

(ii) the number of Wireless Bundled AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.

(f) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:

(i) this Fixed Wireless Bundles Discount;

(ii) the High Bandwidth Bundles Discount; and

(iii) the F50 Credit.

21.8 Extensions, withdrawals and variations

(a) Without limiting sections 21.8(b) and 21.8(c), **nbn** may withdraw, suspend or amend this Fixed Wireless Bundles Discount on 6 months' prior notice to Customer.

(b) **nbn** may extend the availability period of this Fixed Wireless Bundles Discount on 10 Business Days' prior notice to Customer.

(c) **nbn** may withdraw, suspend or amend this Fixed Wireless Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

21.9 Process to Claim

nbn will automatically apply the Fixed Wireless Bundles Discount.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.*