

# Pending amendments to the Discounts, Credits and Rebates List

19 April 2018



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### **Environment**

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

## Background

**nbn** proposes to insert the following updates in the Discounts, Credits and Rebates List on 1 May 2018.

*Note the clause number scheme represented in this rider may not match the eventual number scheme that will appear in the published document.*

## 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
17.	<b>[High Bandwidth Bundles Discount]</b>	A Discount applied to CVC TC-4 Product Components designated as "Bundled CVCs" and associated AVC TC-4 Product Components.	1 May 2018 – 30 April 2020	See section 20.8	See section 20

\* **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 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)	<b>nbn</b> <sup>TM</sup> 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:

$$\text{Overage Charge} = \$8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})$$

**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 =  $400 \text{ Mbps} \times \frac{6}{30} + 500 \text{ Mbps} \times \frac{24}{30} = 480 \text{ Mbps}$

**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 =  $(200 \times 2 \text{ Mbps}) = 400 \text{ Mbps}$

Included bandwidth for Bundled CVC 2 =  $(200 \times 2 \text{ Mbps}) = 400 \text{ Mbps}$

**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) =  $(200 \times \$45.00) = \$9,000$

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

**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** =  $\$8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth}) = \$8 \times (880 \text{ Mbps} - 800 \text{ Mbps}) = \$8 \times 80 \text{ Mbps} = \mathbf{\$640}$

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:

$$\$18,000 + \$640 = \mathbf{\$18,640}$$

## 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**<sup>™</sup> Ethernet (Fibre), **nbn**<sup>™</sup> Ethernet (FTTB), **nbn**<sup>™</sup> Ethernet (FTTC), **nbn**<sup>™</sup> Ethernet (FTTN) and **nbn**<sup>™</sup> 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**<sup>™</sup> Ethernet (Wireless) or **nbn**<sup>™</sup> Ethernet (Satellite).
- (c) An order that associates an **nbn**<sup>™</sup> 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**<sup>™</sup> 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<sup>™</sup> 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.