

Price List

nbn™ Ethernet Product Module

Wholesale Broadband Agreement





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Version	Description	Effective Date
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Environment

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

Introduction

This document sets out the Charges and other amounts payable in connection with the **nbn**TM Ethernet Product.

Charges in this **nbn**TM Ethernet Price List are separated into recurring Charges, non-recurring Charges and other Charges. Recurring Charges are periodic amounts which are payable in each Billing Period that a product or service is supplied by **nbn** to RSP. Non-recurring Charges and other Charges are payable only when certain activities or events occur (e.g. installations, disconnections).

Discounts, credits, rebates and waivers to Charges in this **nbn**TM Ethernet Price List may be offered from time to time, as set out in this **nbn**TM Ethernet Price List and Discounts, Credits and Rebates Annexures.

Certain provisions of this **nbn**TM Ethernet Price List may be affected by the terms of an SAU.

This document forms part of the **nbn**TM Ethernet Product Module.

Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

Part A: Recurring Charges

Part A sets out the recurring Charges which apply in connection with the supply of **nbn**TM Ethernet. This includes Charges relating to the core Product Components (UNI, AVC, CVC, NNI) and the optional Product Features (second UNI-V and AVC TC-1 bundle, Multicast AVC, Multicast Domain, enhanced fault rectification services and CVC Class).

Part A: Recurring Charges		Page
1	Recurring Charges for core components	5
2	Recurring Charges for optional features	7

Part B: Non-recurring Charges

Part B sets out the non-recurring Charges which apply in relation to the supply of **nbn**TM Ethernet.

Part B: Non-recurring Charges		Page
3	Installation and activations	10
4	Service modification	12
5	Service management	14
6	CVC Class adjustment	16
7	Early disconnection or modification of AVC TC-2 Product Component	17
8	Labour Rate and Materials	18

Part C: Other Charges

Part C sets out the other Charges which apply in relation to New Development Locations and Professional Wiring Services, which do not form part of **nbn**'s supply of **nbn**TM Ethernet.

Part C: Other Charges		Page
9	New developments Charge	20
10	Professional Wiring Services	20

Part D: Discounts, Credits, Rebates and Waivers

Part D sets out Discounts, Credits, Rebates and Waivers which may apply in connection with the supply of **nbn**TM Ethernet.

Part D: Discounts, Credits, Rebates and Waivers		Page
11	TC-4 Bundles Discount	21

Part A: Recurring Charges

Section 1 sets out the recurring Charges which apply to the **nbn**TM Ethernet Product Components which RSP must acquire as part of **nbn**TM Ethernet. The specific Charges which apply to an Ordered Product depend on the Product Features selected by RSP (e.g. bandwidth profile).

1. Recurring Charges for core components

1.1 AVC and UNI

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

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn TM Network	Recurring Charge
12	1	Fibre, FTTB, FTTN, FTTC, HFC, Wireless and Satellite	\$24.00
25	5	Fibre, FTTB, FTTN, FTTC, HFC, Wireless, and Satellite	\$27.00
25	5 - 10	FTTB and FTTN	\$30.00
25	10	Fibre, FTTC and HFC	\$30.00
25 - 50	5 - 20	FTTB and FTTN	\$34.00
Wireless Plus	Wireless Plus	Wireless	\$34.00
50	20	Fibre, FTTC and HFC	\$34.00
Home Fast	Home Fast	Fibre, FTTB, FTTN, FTTC and HFC	\$37.00
25 - 100	5 - 40	FTTB and FTTN	\$38.00
50 - 100	20 - 40	FTTC	\$38.00
100	40	Fibre and HFC	\$38.00
Home Superfast	Home Superfast	Fibre and HFC	\$68.00
250	100	Fibre	\$70.00
500	200	Fibre	\$100.00
Home Ultrafast	Home Ultrafast	Fibre and HFC	\$80.00
1000	400	Fibre	\$150.00

Note: To be read subject to section 3.2 of the [nbnTM Ethernet Product Description](#), section 4.1.3 of, and Appendix B to, the [nbnTM Ethernet Product Technical Specification](#) and section 34 of the [nbnTM Ethernet Product Terms](#).

- (b) The recurring Charge for the AVC TC-4 and UNI bundle includes access to and use of:
- (i) one AVC TC-4 as per the table at section 1.1(a);
 - (ii) one symmetrical AVC TC-1 of 0.15Mbps;

Part A: Recurring Charges

- (iii) one UNI-D in connection with the supply of the AVC to a Premises served by the Fibre Network, FTTC Network, HFC Network, Wireless Network or Satellite Network or one UNI-DSL in connection with the supply of the AVC to a Premises served by the FTTB Network or FTTN Network; and
- (iv) one UNI-V (where available) in connection with the supply of the AVC TC-1 to a Premises served by the Fibre Network.

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

nbn™ Network	AVC TC-1 symmetrical Mbps (CIR)	Recurring Charge
Fibre, FTTB, FTTN, FTTC, HFC, Wireless and Satellite	0.15	\$10.00
Fibre, FTTB, FTTN, FTTC, HFC and Wireless	0.3	\$20.00
Fibre, FTTB, FTTN, FTTC and HFC	0.5	\$33.00
	1.0	\$66.00
	2.0	\$132.00
	5.0	\$330.00

Note: The amount of one symmetrical AVC TC-1 of 0.15Mbps is included in the recurring Charge for the AVC TC-4 and UNI bundle in section 1.1(a). To be read subject to section 34 of the [nbn™ Ethernet Product Terms](#) in relation to the Satellite Test Service.

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

nbn™ Network	AVC TC-2 symmetrical Mbps (CIR)	Recurring Charge
Fibre, FTTB, FTTN, FTTC and HFC	5	\$32.00
	10	\$64.00
Fibre, FTTB, FTTN and FTTC	20	\$128.00
Fibre	30	\$192.00
	40	\$256.00
	50	\$320.00
	60	\$384.00
	70	\$448.00
	80	\$512.00
	90	\$576.00
	100	\$640.00

Note: To be read subject to section 3.4 of the [nbn™ Ethernet Product Description](#).

1.2 CVC

The recurring Charges per Billing Period for the CVC Product Component of nbn™ Ethernet are \$17.50 per symmetrical Mbps (CIR) per Traffic Class ordered by RSP.

Part A: Recurring Charges

For example: If RSP orders a CVC TC-1 with a 5 Mbps bandwidth profile, a CVC TC-2 with a 20 Mbps bandwidth profile and a CVC TC-4 with a 150 Mbps bandwidth profile in a Billing Period, the total recurring Charges in respect of the CVC Product Component for that Billing Period would be:

5 x \$17.50 =	\$87.50	(CVC TC-1)
20 x \$17.50 =	\$350.00	(CVC TC-2)
150 x \$17.50 =	\$2,625.00	(CVC TC-4)
TOTAL =	\$3,062.50	

Notes:

- 1 The CVC Product Component is made available separately, and in additional TC-4 capacity increments, for **nbn™** Ethernet (Satellite) – see sections 2.1(d) and 2.2(c)(ii) of the [nbn™ Ethernet Product Description](#) for further information.
- 2 Additional Charges may apply in connection with **nbn™** Ethernet (Satellite) – see sections 2.5 and 6 for further information.

1.3 NNI

The recurring Charges per Billing Period for the NNI Bearer Product Component of **nbn™** Ethernet are:

NNI Bearer Profile	Recurring Charge
1000BaseLX	\$200.00
10GBaseLR	\$400.00
100GBaseLR4	\$2,400.00
1000BaseEX	\$250.00
10GBaseER	\$500.00
100GBaseER4	\$3,000.00

1.4 V-NNI

The recurring Charge per Billing Period for the V-NNI Product Component is:

nbn™ Network	Recurring Charge for each V-NNI
Fibre, FTTB, FTTN, FTTC, HFC, Wireless	\$130.00

Note: The V-NNI Product Component is not available in connection with **nbn™** Ethernet (Satellite).

Section 2 sets out the recurring Charges which apply to the optional **nbn™** Ethernet Product Features that RSP may elect to acquire.

2. Recurring Charges for optional features

2.1 Second UNI-V and AVC TC-1 bundle

The recurring Charge per Billing Period for a second UNI-V and AVC TC-1 bundle for **nbn™** Ethernet (Fibre) is:

AVC TC-1 symmetrical Mbps (CIR)	Recurring Charge
0.15	\$17.50

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

2.2 Enhanced Fault Rectification Service

The recurring Charges per Billing Period for an Enhanced Fault Rectification Service are:

nbn™ Network	Option	Recurring Charge
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-12	\$15.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-12 (24/7)	\$40.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-8	\$25.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-8 (24/7)	\$55.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-6	\$32.50
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-6 (24/7)	\$65.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-4	\$40.00
Fibre, FTTB, FTTN, FTTC and HFC	Enhanced-4 (24/7)	\$75.00

2.3 Multicast AVC

The recurring Charges per Billing Period for the Multicast AVC Product Feature for nbn™ Ethernet (Fibre) are:

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

2.4 Multicast Domain

- (a) The recurring Charges per Billing Period for the Multicast Domain Product Feature for nbn™ Ethernet (Fibre) are \$2.50 per downstream Mbps (CIR) ordered by RSP.

For example: If RSP orders a Multicast Domain Product Feature with a 100 Mbps bandwidth profile, the recurring Charges in respect of the Multicast Domain Product Feature for that Billing Period would be:

$$100 \times \$2.50 = \$250.00$$

(b) The recurring Charges per Billing Period for a Media Stream for **nbn**TM Ethernet (Fibre) are:

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

2.5 CVC Class

The recurring Charges per Billing Period for the CVC Class feature of each CVC TC-4 Product Component of **nbn**TM Ethernet (Satellite) are:

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

Note: Any Charges applicable under this section 2.5 are in addition to any Charges that apply under sections 1.2 and 6.

2.6 NNI Link

The recurring Charge per Billing Period for the NNI Link Product Feature is:

nbn TM Network	Recurring Charge for each NNI Link
Fibre, FTTB, FTTN, FTTC, HFC, Wireless	\$0.00

Note: The NNI Link Product Feature is not available in connection with **nbn**TM Ethernet (Satellite).

Part B: Non-recurring Charges

Section 3 sets out the Charges which apply to installations and activations in connection with the supply of **nbn**TM Ethernet.

3. Installation and activations

- (a) The Charges for the installation and activation of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (HFC) and **nbn**TM Ethernet (Wireless) are:

Activity	Charge per Activity by nbn TM Network		
	Fibre and Wireless	FTTB, FTTN and FTTC	HFC
Initial Standard Installation	\$0.00	\$0.00	\$0.00
Initial Non Standard Installation	Labour Rate + Materials over and above Initial Standard Installation	Labour Rate + Materials over and above Initial Standard Installation	Labour Rate + Materials over and above Initial Standard Installation
After Hours Installation ¹	\$150.00 ²	\$150.00	N/A
nbn Professional Installation – FTTC	N/A	Labour Rate (min 2 hours) ³	N/A
nbn Professional Installation - HFC	N/A	N/A	Labour Rate (min 2 hours) ⁴
Subsequent Installation	\$270.00 + Labour Rate + Materials over and above Initial Standard Installation	\$270.00 + Labour Rate + Materials over and above Initial Standard Installation	\$270.00 + Labour Rate + Materials over and above Initial Standard Installation
Subsequent Installation of Power Supply with Battery Backup	\$0.00 ²	N/A	N/A
Access Component Reactivation	\$5.00	\$5.00	\$5.00
Multicast AVC Reactivation	\$0.00 ²	N/A	N/A
CVC Activation	\$0.00	\$0.00	\$0.00
Multicast Domain Activation	\$0.00 ²	N/A	N/A
NNI 1000BaseLX Activation	\$1,000.00		
NNI 10GBaseLR Activation	\$5,000.00		
NNI 100GBaseLR4 Activation	\$30,000.00		

Part B: Non-recurring Charges

Activity	Charge per Activity by nbn ™ Network		
	Fibre and Wireless	FTTB, FTTN and FTTC	HFC
NNI 1000BaseEX Activation		\$2,000.00	
NNI 10GBaseER Activation		\$6,000.00	
NNI 100GBaseER4 Activation		\$36,000.00	
NNI Link Activation		\$0.00	
V-NNI Activation		\$250.00	
Service Transfer	\$5.00	\$5.00	\$5.00
Transfer Reversal	\$5.00	\$5.00	\$5.00
Non-Infrastructure Transfers (per Service Transfer)	\$5.00	\$5.00	\$5.00
Co-ordinated Appointment (Day) ⁵	\$200.00 ²	\$200.00	\$200.00
Co-ordinated Appointment (Night) ⁵	\$300.00 ²	\$300.00	\$300.00

Notes:

Part C sets out other Charges which may apply in circumstances where Charges in this section also apply.

¹ The Charge for an After Hours Installation applies in addition to any Installation charges that would otherwise apply if the Installation was performed in Standard Hours.

² Not applicable for **nbn**™ Ethernet (Wireless).

³ This Charge applies where an order is completed as an **nbn** Professional Installation – FTTC, except that no Charge will apply if that **nbn** Professional Installation - FTTC is performed:

- in respect of an Accelerated Connection; or
- as a result of a failed Activation following an End User Installation – FTTC (**nbn** Dispatched), End User Installation – FTTC (RSP Dispatched) or RSP Professional Installation – FTTC, where **nbn** determines that such failure is not attributable to any act or omission of RSP, Downstream Service Provider or Contracted End User (as the case may be).

⁴ This Charge applies where an order is completed as an **nbn** Professional Installation – HFC, except that no Charge will apply if that **nbn** Professional Installation - HFC is performed:

- in respect of an Accelerated Connection; or
- as a result of a failed Activation following an End User Installation – HFC (**nbn** Dispatched), End User Installation – HFC (RSP Dispatched) or RSP Professional Installation – HFC, where **nbn** determines that such failure is not attributable to any act or omission of RSP, Downstream Service Provider or Contracted End User (as the case may be).

⁵ The Charge for a Co-ordinated Appointment applies in addition to any applicable charges for an activity performed in respect of the Co-ordinated Appointment.

(b) The Charges for the installation and activation of **nbn**™ Ethernet (Satellite) are:

Activity	Charge per Activity		
Initial Standard Installation	\$0.00 Incidentals may apply for Limited Access Areas		
Initial Non Standard Installation	Satellite Labour Rate + Materials + Incidentals over and above Initial Standard Installation		
Subsequent Installation in Urban Area, Major Rural Area, Minor Rural Area or Remote Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$692.00	\$1,057.00	\$2,226.00
Subsequent Installation in Isolated Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$1,559.00	\$1,751.00	\$3,732.00
Subsequent Installation in Limited Access Area	Satellite Labour Rate + Materials + Incidentals		
Access Component Reactivation	\$15.00 Incidentals may apply for Limited Access Areas		
CVC Activation	\$0.00		
NNI 1000BaseLX Activation	\$1,000.00		
NNI 10GBaseLR Activation	\$5,000.00		
NNI 1000BaseEX Activation	\$2,000.00		
NNI 10GBaseER Activation	\$6,000.00		
Site Survey Charge	\$225.00 Incidentals may apply for Limited Access Areas		
Service Transfer	\$5.00		
Transfer Reversal	\$5.00		
Non-Infrastructure Transfers (per Service Transfer)	\$5.00		

Note: To be read subject to section 34 of the [nbn™ Ethernet Product Terms](#) in relation to Standard Installations for the Satellite Test Service.

Section 4 sets out the Charges which apply to service modifications in connection with the supply of **nbn™** Ethernet.

4. Service modification

- (a) The Charges for service modifications relating to **nbn™** Ethernet (Fibre), **nbn™** Ethernet (FTTB), **nbn™** Ethernet (FTTN), **nbn™** Ethernet (FTTC), **nbn™** Ethernet (HFC) and **nbn™** Ethernet (Wireless) are:

Part B: Non-recurring Charges

Activity	Charge per Activity by nbn TM Network			
	Fibre and Wireless	FTTB and FTTN	FTTC	HFC
Access Component Modification (no attendance at Premises required)	\$0.00	\$0.00	\$0.00	\$0.00
CVC Modification	\$0.00	\$0.00	\$0.00	\$0.00
Multicast Domain Modification	\$0.00*	N/A	N/A	N/A
NNI Modification	\$0.00	\$0.00	\$0.00	\$0.00
NNI Link Modification	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Modification (attendance at Premises required)	Labour Rate + Materials	Labour Rate (min 3 hours)	Labour Rate + Materials (min 3 hours)	Labour Rate + Materials (min 3 hours)
Equipment Removal	Labour Rate + Materials	Labour Rate (min 3 hours)	Labour Rate + Materials (min 3 hours)	Labour Rate + Materials (min 3 hours)
Equipment Repair	Labour Rate + Materials	Labour Rate (min 3 hours)	Labour Rate + Materials (min 3 hours)	Labour Rate + Materials (min 3 hours)

* **Note:** Not applicable for **nbn**TM Ethernet (Wireless).

(b) The Charges for service modifications relating to **nbn**TM Ethernet (Satellite) are:

Activity	Charge per Activity		
Access Component Modification (no attendance at Premises required)	\$0.00		
CVC Modification	\$0.00		
NNI Modification	\$0.00		
Equipment Modification (NTD indoor unit)	\$420.00 Incidentals may apply for Limited Access Area		
Equipment Modification (NTD outdoor unit) in Urban Area, Major Rural Area, Minor Rural Area or Remote Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$754.00	\$1,119.00	\$2,288.00
Equipment Modification (NTD outdoor unit) in Isolated Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$1,621.00	\$1,812.00	\$3,793.00
Equipment Modification (NTD outdoor unit) in Limited Access Area	Satellite Labour Rate + Materials + Incidentals		

Activity	Charge per Activity		
Equipment Modification (NTD indoor and outdoor unit) in Urban Area, Major Rural Area, Minor Rural Area or Remote Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$783.00	\$1,149.00	\$2,317.00
Equipment Modification (NTD indoor and outdoor unit) in Isolated Area	0.8m NTD outdoor unit dish	1.2m NTD outdoor unit dish	1.8m NTD outdoor unit dish
	\$1,650.00	\$1,842.00	\$3,823.00
Equipment Modification (NTD indoor and outdoor unit) in Limited Access Area	Satellite Labour Rate + Materials + Incidentals		
Equipment Repair	Satellite Labour Rate + Materials + Incidentals		

Section 5 sets out the Charges which apply to service management in connection with the supply of **nbn**TM Ethernet.

5. Service management

- (a) The Charges for service management relating to **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (HFC) and **nbn**TM Ethernet (Wireless) are:

Activity	Charge per Activity by nbn TM Network		
	Fibre and Wireless	FTTB, FTTN and FTTC	HFC
On Site Maintenance Call Out	\$0.00	N/A	N/A
No Fault Found (No Truck Roll Required)	\$50.00	\$50.00	\$50.00
No Fault Found (Truck Roll Required)	Labour Rate (min 2 hours)	Labour Rate (min 2 hours)	Labour Rate (min 2 hours)
No Fault Found (Truck Roll Required and Professional Wiring Service)	N/A	Labour Rate (min 3.5 hours) + Materials (min \$10)**	N/A
Late Cancellation (Site Visit Required)	\$0.00	\$75.00	\$75.00
Late Cancellation (After Hours Installation Appointment)	\$150.00*	\$150.00	N/A
Late Cancellation (Co-ordinated Appointment)	The Charge for the Co-ordinated Appointment*		
Late Rescheduling (Co-ordinated Appointment)	The Charge for the Co-ordinated Appointment*		
Restoration	\$50.00	\$50.00	\$50.00

Part B: Non-recurring Charges

Activity	Charge per Activity by nbn TM Network		
	Fibre and Wireless	FTTB, FTTN and FTTC	HFC
Incorrect Callout	N/A	\$75.00	\$75.00
Voiceband Reinstatement	N/A	\$250.00**	N/A
Transition Reversal	N/A	\$250.00	N/A

Note:

* Not applicable for **nbn**TM Ethernet (Wireless).

** Not applicable for **nbn**TM Ethernet (FTTC).

- (b) In addition to the Charges for service management in section 5(a), the Charges for Missed Appointments relating to **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTN), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (HFC) and **nbn**TM Ethernet (Wireless) are:

Activity	Charge per Activity by nbn TM Network		
	Fibre and Wireless	FTTB, FTTN and FTTC	HFC
First Missed Appointment	\$0.00	\$50.00	\$50.00
Subsequent Missed Appointment	\$0.00	\$75.00	\$75.00
Missed Appointment (After Hours Installation Appointment)	\$150.00*	\$150.00	N/A
Missed Appointment (Co-ordinated Appointment)	The Charge for the Co-ordinated Appointment*		

***Note:** Not applicable for **nbn**TM Ethernet (Wireless).

For the purposes of this section 5(b):

- (i) **First Missed Appointment** means a Missed Appointment for an Activity for which there has been no previous Missed Appointment; and
- (ii) **Subsequent Missed Appointment** means a Missed Appointment for an Activity for which there has been one or more previous Missed Appointments.

- (c) The Charges for service management relating to **nbn**TM Ethernet (Satellite) are:

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

Activity	Charge per Activity
Late Cancellation (Site Visit Required) in Isolated Area	\$225.00
Late Cancellation (Site Visit Required) in Limited Access Area	\$225.00 + Incidentals
Missed Appointment (Urban Area or Major Rural Area)	\$150.00
Missed Appointment (Minor Rural Area or Remote Area)	\$200.00
Missed Appointment (Isolated Area)	\$225.00
Missed Appointment (Limited Access Area)	\$225.00 + Incidentals
Restoration	\$50.00

*Section 6 sets out the Charge which applies to CVC Class adjustments in connection with the supply of **nbn**TM Ethernet (Satellite).*

6. CVC Class adjustment

- (a) In respect of **nbn**TM Ethernet (Satellite), if RSP uses CVC TC-4 capacity in excess of either the average download limitation or the average upload limitation set out in section 4.5(a) of the [nbnTM Ethernet Fair Use Policy](#), RSP must pay the following Charge:

Ordered CVC Class	Usage	Charge per each associated AVC TC-4
0	Up to the allocated usage for CVC Class 1	\$18.00
	Greater than the allocated usage for CVC Class 1 up to the allocated usage for CVC Class 2	\$40.00
	Greater than allocated usage for CVC Class 2	\$150.00
1	Up to the allocated usage for CVC Class 2	\$22.00
	Greater than allocated usage for CVC Class 2	\$132.00
2	Greater than allocated usage for CVC Class 2	\$110.00

Note: Any Charges applicable under this section 6 are in addition to Charges that apply under sections 1.2 and 2.5.

- (b) Any Charge applicable under this section 6 will be calculated by reference to the greater of:
- (i) the total number of AVCs associated with the relevant CVC TC-4 at any time during the calendar week in which the excess usage occurred; and
 - (ii) the minimum number of AVCs that RSP was required to associate with the relevant CVC TC-4 at any time during the calendar week in which the excess usage occurred under section 2.2(d) of the [nbnTM Ethernet Product Description](#).
- (c) The total number of AVCs associated with a CVC TC-4 during each calendar week will be calculated by including each AVC which has been associated with the CVC TC-4 at any time during the calendar week, regardless of whether RSP dissociated any such AVC from that CVC TC-4 at any time during the calendar week.

- (d) If RSP exceeds both the average download limitation and the average upload limitation set out in section 4.5(a) of the [nbn™ Ethernet Fair Use Policy](#), a single Charge will apply under this section 6, the amount of which will be the highest applicable amount for those two excesses as calculated under sections 6(a) to 6(c).
- (e) If RSP exceeds the average download and upload limitations set out in section 4.5(a) of the [nbn™ Ethernet Fair Use Policy](#) on multiple occasions in a Billing Period, a single Charge will apply under this section 6, the amount of which will be the highest applicable amount for any of those occasions as calculated under sections 6(a) to 6(d).
- (f) For the purposes of this section 6, a "calendar week" means the period from 12:00am Sunday to 11:59pm Saturday (AET).

7. Early disconnection or modification of AVC TC-2 Product Component

- (a) This section 7 applies in respect of a **nbn™** Ethernet Ordered Product supplied (or to be supplied) by means of the FTTB Network or FTTN Network.
- (b) Subject to section 7(d), RSP must pay the Charge calculated in accordance with section 7(c) below if:
 - (i) RSP's **nbn™** Ethernet Ordered Product includes an AVC TC-2 Product Component and **nbn** designates that Network Activity is required in respect of that **nbn™** Ethernet Ordered Product to attempt to achieve the CIR Objective in accordance with sections 4.5.2.2 and 5.2.8 of the [WBA Operations Manual](#); and
 - (ii) either:
 - (A) the order for that AVC TC-2 Product Component is cancelled; or
 - (B) within 12 months after the day on which **nbn** completes the order for that Product Component:
 - (1) the Product Component is disconnected; or
 - (2) RSP submits a Modify Order to modify the AVC TC-2 bandwidth profile for that **nbn™** Ethernet Ordered Product:
 - a. from 10 Mbps (CIR) or 20 Mbps (CIR) to 5 Mbps (CIR);
 - b. from 10 Mbps (CIR) or 20 Mbps (CIR) to 0; or
 - c. from 5 Mbps (CIR) to 0.
- (c) The Charge will be calculated as follows:

Charge = (Pre Disconnection Modification Charges - Post Disconnection Modification Charges) x Shortfall Period

Where:

- (i) **Pre Disconnection Modification Charges** means:
 - (A) in the case of a cancellation, the recurring Charges for the AVC TC-2 Product Component that would have been applicable had that order completed; and
 - (B) in the case of a disconnection or modification, the recurring Charges for the AVC TC-2 Product Component applicable prior to:

- (1) the disconnection of the **nbn**[™] Ethernet Ordered Product; or
- (2) the modification of the AVC TC-2 bandwidth profile,

as set out in section 1.1(d).

(ii) **Post Disconnection Modification Charges** means:

- (A) in the case of a cancellation or disconnection, nil; and
- (B) in the case of a modification, the recurring Charges for the AVC TC-2 Product Component applicable after the modification of the AVC TC-2 bandwidth profile, as set out in section 1.1(d).

(iii) **Shortfall Period** means:

- (A) in the case of a cancellation, 12 months; and
- (B) in the case of a disconnection or modification, 12 months less the period during which the Pre Disconnection Modification Charges applied, calculated on a pro rata daily basis.

(d) The Charge set out in this section 7 will not apply if:

- (i) **nbn** has undertaken Network Activity activities in respect of the relevant **nbn**[™] Ethernet Ordered Product and has notified RSP, in accordance with the [WBA Operations Manual](#), that Network Activity to achieve the CIR Objective was unsuccessful; or
- (ii) the **nbn**[™] Ethernet Ordered Product is disconnected following acceptance by **nbn** of a Service Transfer Order and the Other Gaining RSP has ordered an AVC TC-2 Product Component with a bandwidth profile with a CIR Objective that is the same as, or higher than, the CIR Objective applicable to the Losing RSP's AVC TC-2 Product Component.

Section 8 sets out definitions for certain terms used in this Part B.

8. Labour Rate and Materials

In this Part B:

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

Incidental	Charge
Travel – Land (\$/km)	\$1.40
Travel Time – Labour (Per Installer \$/hour)	\$98.00
Purchased Travel	At cost (by quotation)
Car Hire	At cost (by quotation)

Part B: Non-recurring Charges

Incidental	Charge
Travel – Freight	At cost (by quotation)
Accommodation	At cost (by quotation)
Equipment Rental	At cost (by quotation)
Other Expenses	At cost (by quotation)

Part C: Other Charges

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

9. New developments Charge

9.1 New developments Charge

The once-off Charge that **nbn** will apply to a New Development Location is:

Charge per instance
\$272.72

9.2 Conditions

- (a) The Charge described in this section 9 will apply in respect of a Connect Order for a New Development Location if:
- (i) it is the first Connect Order that is Completed under this Agreement for the location; and
 - (ii) no Connect Order has been Completed under an Other Wholesale Broadband Agreement for the location, as those terms are used in the Other Wholesale Broadband Agreement.
- (b) In the event that a Connect Order is not Completed in respect of a New Development Location, the New Development Location will be regarded for the purposes of this section 9 as never having been the subject of a Connect Order.

Section 10 sets out the non-recurring Charges that apply for Professional Wiring Services.

10. Professional Wiring Services

- (a) The Charges for a Professional Wiring Service are:

Activity	Charge per Activity	
	FTTB/N	FTTC
Professional Wiring Service at time of a Standard Installation	Labour Rate (min 2 hours) + Materials (min \$10)	N/A
Professional Wiring Service not at time of a Standard Installation	Labour Rate (min 3 hours) + Materials (min \$10)	Labour Rate (min 3 hours)

- (b) In this section 10:
- (i) **Labour Rate** means \$75.00 for each of the total number of man-hours of labour required to perform the relevant activity (rounded up to the next full hour); and
 - (ii) **Materials** means the cost of materials necessary to perform the relevant activity.

Part D: Discounts, Credits, Rebates and Waivers

Section 11 describes a Discount applied to Bundled CVC TC-4s and associated AVC TC-4 Product Components.

11. TC-4 Bundles Discount

11.1 Discounted charges

- (a) Subject to the terms of this section 11, **nbn** will supply a Bundled CVC TC-4 and associated AVC TC-4 Product Components (**Bundled Components**) in accordance with the discounted charges in the table below:

AVC TC-4 bandwidth profile		nbn™ Network	Discounted charge	CVC Inclusion ²	
AVC TC-4 downstream Mbps ¹	AVC TC-4 upstream Mbps ¹			Before 1 May 2021	On and from 1 May 2021
12	1	Fibre, FTTB, FTTN, FTTC and HFC	\$22.50	0.15 Mbps	0.15 Mbps
12	1	Wireless	\$45.00	2 Mbps	2 Mbps
25	5	Fibre, FTTB, FTTN, FTTC, HFC and Wireless	\$37.00	1.25 Mbps	1.5 Mbps
25	5–10	FTTB and FTTN	\$37.00	1.25 Mbps	1.5 Mbps
25	10	Fibre, FTTC and HFC	\$37.00	1.25 Mbps	1.5 Mbps
25–50	5–20	FTTB and FTTN	\$45.00	2.25 Mbps	2.5 Mbps
50	20	Fibre, FTTC and HFC	\$45.00	2.25 Mbps	2.5 Mbps
Wireless Plus ³		Wireless	\$45.00	2.25 Mbps	2.5 Mbps
Home Fast ⁴		FTTB and FTTN	\$58.00	3.75 Mbps	4.25 Mbps
		FTTC	\$58.00	3.75 Mbps	4.25 Mbps
		Fibre and HFC	\$58.00	3.75 Mbps	4.25 Mbps
25–100	5–40	FTTB and FTTN	\$65.00	3.75 Mbps	4.25 Mbps
50–100	20–40	FTTC	\$65.00	3.75 Mbps	4.25 Mbps
100	40	Fibre and HFC	\$65.00	3.75 Mbps	4.25 Mbps
Home Superfast ⁴		Fibre and HFC	\$68.00	4.75 Mbps	5.25 Mbps
250	100	Fibre	\$100.00	3.25 Mbps	3.5 Mbps
500	200	Fibre	\$130.00	3.25 Mbps	3.5 Mbps

AVC TC-4 bandwidth profile		nbn™ Network	Discounted charge	CVC Inclusion ²	
AVC TC-4 downstream Mbps ¹	AVC TC-4 upstream Mbps ¹			Before 1 May 2021	On and from 1 May 2021
Home Ultrafast ⁴		Fibre and HFC	\$80.00	5.75 Mbps	6.25 Mbps
1000	400	Fibre	\$180.00	3.25 Mbps	3.25 Mbps

Table 1: Discounted charges and CVC Inclusions for Bundled AVC TC-4s

Notes:

¹ With the exception of Wireless Plus, the Information Rates for the AVC TC-4 bandwidth profiles shown in this table are Peak Information Rates (PIR). To be read subject to section 3.2 of the [nbn™ Ethernet Product Description](#) and section 4.1.3 of, and Appendix B to, the [nbn™ Ethernet Product Technical Specification](#).

² The CVC Inclusions per AVC TC-4 set out in the last two columns of Table 1 are not automatically provisioned. RSP must first order a CVC TC-4 Product Component with a specific bandwidth profile and designate it as a "Bundled CVC". RSP may order any CVC TC-4 bandwidth profile available under the [nbn™ Ethernet Product Description](#). RSP may then associate AVC TC-4 Product Components with that Bundled CVC.

³ Refer to the [nbn™ Ethernet Product Description](#) for further information, including the specific limitations set out at sections 3.2(a), 3.8 and 14.

⁴ Refer to the [nbn™ Ethernet Product Description](#) for further information, including the specific limitations set out at sections 3.2(a) and 14.

(b) For the purposes of this section 11:

- (i) **CVC Inclusion** means a CVC TC-4 symmetrical bandwidth inclusion (CIR);
- (ii) **Eligible CSA** means, across a Billing Period, a CSA in which the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by RSP in respect of all Bundled CVCs in that CSA is greater than the Overage Waiver Threshold (with changes in the aggregate CVC TC-4 bandwidth capacity across that Billing Period accounted for on a pro-rata daily basis);
- (iii) **National Ordered Bandwidth** means, across a Billing Period, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by RSP in respect of all Bundled CVCs across all Eligible CSAs in that Billing Period (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis);
- (iv) **National Included Bandwidth** means, across a Billing Period, the aggregate CVC Inclusions in Table 1 (in Mbps) for all Bundled AVC TC-4s across all Eligible CSAs in that Billing Period (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis);
- (v) **Overage Amount** means \$8; and
- (vi) **Overage Waiver Threshold** means 1500 Mbps.

11.2 Overage

(a) If, across a Billing Period, the National Ordered Bandwidth is more than the National Included Bandwidth, nbn will charge RSP an **Overage Charge** for that Billing Period calculated as follows:

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

- (b) For clarity, if an Overage Charge applies in a Billing Period, it applies in addition to any amounts payable under section 11.1(a).

Note: Overage Charges are calculated under this section 11.2 for all Bundled AVC TC-4 and Bundled CVC TC-4 Product Components, including where supplied subject to other TC-4 Bundled Components Discounts.

11.3 CVC Utilisation Conditions

- (a) To obtain any TC-4 Bundled Components Discounts in a Billing Period, RSP must ensure that no Bundled CVC TC-4 exceeds an average data throughput of 95% of the provisioned CIR (Mbps) for more than 1 hour per calendar day on average across that Billing Period (**CVC Utilisation Condition**).
- (b) If a CVC TC-4 Product Component is a Bundled CVC for only part of a Billing Period, compliance with the CVC Utilisation Condition will be calculated as an average across only those days of the Billing Period in which the CVC TC-4 Product Component is a Bundled CVC.
- (c) If RSP breaches the CVC Utilisation Condition in respect of any Bundled CVC TC-4 in a Billing Period (each such Bundled CVC TC-4, a **Breaching CVC**):

- (i) **nbn** will inform RSP, via the **nbn**TM Service Portal or otherwise, that RSP has breached the CVC Utilisation Condition in respect of the Breaching CVC;
- (ii) for that Billing Period, **nbn** may charge RSP in accordance with this **nbn**TM Ethernet Price List Charge for each Bundled AVC TC-4 that is associated with the Breaching CVC and for the related CVC Inclusion without having regard to any Discounts, Credits, Rebates or Waivers; and

Note: RSP will continue to be liable to pay any applicable Overage Charges and other amounts payable under this section 11 and any other TC-4 Bundled Components Discounts, in connection with a Breaching CVC. RSP's liability under this section 11.3(c)(ii) does not affect the application of any other Discounts, Credits, Rebates or Waivers to which RSP may be entitled.

- (iii) **nbn** may adjust an invoice for a subsequent Billing Period or issue an additional invoice for the difference between the amount that may be charged under section 11.3(c)(ii) and the amount that would otherwise be payable applying the discounted charges under Table 1 and any other TC-4 Bundled Components Discounts (**CVC Utilisation Breach Additional Amount**).
- (d) Section 11.3(c)(ii) will only apply in respect of a Bundled AVC TC-4 and the related CVC Inclusion if the amount chargeable under section 11.3(c)(ii) is greater than the corresponding discounted charge for that Bundled AVC TC-4 and any related inclusions under Table 1 or any other TC-4 Bundled Components Discounts (as applicable).

11.4 Entry Level AVC additional charge

- (a) Without limiting section 11.2, if, across a Billing Period in respect of a Bundled CVC, the Average Peak ELB Usage is greater than 0.15 Mbps, RSP must pay to **nbn** an additional amount as specified in Table 2 for each Entry Level AVC associated with that Bundled CVC in the Billing Period, pro-rated on a daily basis to the extent that an Entry Level AVC was associated with the Bundled CVC for only part of the Billing Period (**ELB Additional Amount**).

Additional amount from Start Date to 30 April 2021	Additional amount from 1 May 2021 onwards
\$2.20	\$0.00

Table 2: ELB Additional Amount

- (b) If 30 April 2021 and 1 May 2021 fall within the same Billing Period, the ELB Additional Amount payable under Table 2 will be applied as relevant on a pro-rata daily basis across that Billing Period.
- (c) For the purposes of this section 11.4:
- (i) **Entry Level AVC** means each Bundled AVC TC-4 that is supplied with a bandwidth profile of 12 downstream Mbps (PIR)/1 upstream Mbps (PIR), other than in connection with **nbn**TM Ethernet (Wireless);
 - (ii) **Average Peak ELB Usage** means, across a Billing Period in respect of a Bundled CVC, the aggregate of all Average Daily Peak ELB Usage, divided by the number of days in that Billing Period;
 - (iii) **Average Daily Peak ELB Usage** means, in respect of a Bundled CVC in a day, the relevant Daily Peak ELB Usage, divided by the number of Entry Level AVCs associated with that Bundled CVC at the end of that day; and
 - (iv) **Daily Peak ELB Usage** means, in respect of a Bundled CVC in a day, the highest aggregate download usage by all associated Entry Level AVCs in any 30 minute period on that day (as recorded by or on behalf of **nbn**, and expressed in Mb), divided by 1800 (seconds).

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

- (a) RSP may raise a Billing Dispute if RSP considers that the application of all Bundles Discounts results in total charges to RSP for the relevant Product Components and Product Features in a Billing Period being greater than the total charges that would have applied if RSP were invoiced at the corresponding recurring Charges in this **nbn**TM Ethernet Price List without the application of any Discount, Credit, Rebate or Waiver.
- (b) If a Billing Dispute under section 11.5(a) is resolved in RSP's favour, **nbn** will adjust RSP's invoice (or credit a future invoice) by an amount equal to the difference between the total charges for the relevant Billing Period and the total charges that would have applied for that Billing Period if the relevant Product Components and Product Features were invoiced at the corresponding recurring Charges in this **nbn**TM Ethernet Price List without the application of any Discount, Credit, Rebate or Waiver.

11.6 Interaction with other Discounts, Credits, Rebates and Waivers

- (a) If a Product Component is only a Bundled Component for part of a Billing Period, the terms of this TC-4 Bundles Discount will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis.
- (b) Subject to section 11.6(c), the 50 Kbps CVC Credit will not apply to any Product Components to the extent that this TC-4 Bundles Discount applies to those Product Components.
- (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) If RSP modifies a CVC TC-4 Product Component from being a Bundled CVC to a Basic CVC, this TC-4 Bundles Discount will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification.

11.7 Process to Claim

nbn will automatically apply this TC-4 Bundles Discount.

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