



nbn-Confidential: Commercial

[date]

<First Name> <Last Name>

<Address Line 1>

<Address Line 2>

<Address Line 3>

Dear RSP,

## Staged Implementation of WBA4 – Interim Variation Agreement

This letter relates to the Wholesale Broadband Agreement (version 4) (**WBA4**) between **nbn** and your organisation, which will start on 1 December 2020 (**Start Date**).

Some provisions in WBA4 rely on systems and processes that will be implemented after the Start Date. Negotiated changes may also need to be made to WBA4 after executable documents are sent to your organisation and before the Start Date. To reflect this, and to facilitate an orderly transition to WBA4, **nbn** requests that your organisation agrees to the attachment to this letter, which sets out the basis for the staged implementation of specified WBA4 provisions and managing any final changes to WBA4 after executable versions have been issued (**Interim Variation Agreement**).

### Action required

To confirm your organisation's agreement to the Interim Variation Agreement, please sign and return this letter together with WBA4 to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) as soon as possible. Alternatively, if you would like to execute this Interim Variation Agreement using DocuSign, please request this via email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

Yours sincerely

Andrew Walsh

General Manager, Wholesale Supply

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer.



### Executed as an agreement

Executed by **[insert retail service provider name]**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Date of signature

Executed by **nbn co limited ABN 86 136 533  
741** by its authorised representatives:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Date of signature



## Attachment – Interim Variation Agreement

### A. Deferral of Rebates

1. Payment of the following Commercial Rebates (**Automated Rebates**) will be delayed in accordance with paragraph 2 or paragraph 3:
  - a. **Connection Rebates**, payable under section 1.4 of the [nbn™ Ethernet Service Levels Schedule](#);
  - b. **Missed Connection Appointment Rebates**, payable under section 2.4 of the [nbn™ Ethernet Service Levels Schedule](#);
  - c. **PIR Objective Rebates**, payable under section 5.3 of the [nbn™ Ethernet Service Levels Schedule](#);
  - d. **Service Fault Rebates**, payable under section 8.5 of the [nbn™ Ethernet Service Levels Schedule](#);
  - e. **Enhanced Fault Rectification Rebates**, payable under section 9.3 of the [nbn™ Ethernet Service Levels Schedule](#);
  - f. **Missed Trouble Ticket Appointment Rebates**, payable under section 11.4 of the [nbn™ Ethernet Service Levels Schedule](#);
  - g. **FTTN/B/C Connection Performance Rebates**, payable under section 16 of the [nbn™ Ethernet Service Levels Schedule](#); and
  - h. **Wireless Speed Performance Rebates**, payable under section 17 of the [nbn™ Ethernet Service Levels Schedule](#).
2. Subject to paragraph 3, if **nbn** is obliged to pay to RSP any Automated Rebate from the Start Date up to the last day of the Billing Period that starts in February 2021, **nbn** will process the payment of that Rebate during the Billing Period that starts in March 2021.
3. Despite paragraph 2, if **nbn** is obliged to pay to RSP any of the Automated Rebates in paragraph 1.c or 1.g from the Start Date up to the last day of the Billing Period that starts in March 2021, **nbn** will process the payment of that Rebate during the Billing Period that starts in April 2021.
4. To the extent that the processing of any Automated Rebate is deferred under this section A, **nbn** waives any corresponding obligation on RSP to take reasonable steps to either (as the case may be):
  - a. ensure that the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Automated Rebate; or
  - b. pay or credit an equal amount of that Automated Rebate to the relevant Affected End User.

### B. Deferral of Access Component Reactivation Charge Waiver

5. If the Access Component Reactivation Waiver under section B1.9 of the [nbn™ Ethernet Discounts, Credits and Rebates Annexure](#) for any Access Component Reactivation Charge applies from the Start Date up to and including the last day of the Billing Period that starts in February 2021, **nbn**:



- a. will not waive any part of that Access Component Reactivation Charge; and
- b. will instead refund to RSP the full amount of the Access Component Reactivation Waiver during the Billing Period that starts in March 2021.

### C. Trouble Ticket Appointments in Urban Areas

6. Your organisation acknowledges that, despite the reference to measurement of Service Levels for Trouble Ticket Appointments in Urban Areas on Saturdays in section 23.1 of the [nbn™ Ethernet Service Levels Schedule](#):
  - a. Trouble Ticket Appointments in Urban Areas on Saturdays will not be made available until the earlier of 1 August 2021 and any date notified under paragraph 6.b; and
  - b. if **nbn** makes Trouble Ticket Appointments in Urban Areas on Saturdays available before 1 August 2021, **nbn** will provide your organisation with notice at least 30 Business Days before such appointments (and any applicable Service Levels) become available under WBA4.

### D. Late Cancellation of Appointments

7. The timeframes for late rescheduling and late cancellation of Appointments and Trouble Ticket Appointments under Wholesale Broadband Agreement (version 3) (**WBA3**), set out in sections 4.6.4, 4.6.6.3, 5.3.5.1 and 5.3.8.1 of the [WBA Operations Manual](#) under WBA3, will continue to apply on and from the Start Date until 1 August 2021 or an earlier date notified under paragraph 8 (if applicable), instead of the late rescheduling and late cancellation timeframes set out in sections 6.4.1 and 6.5.3 of the [WBA Operations Manual](#) under WBA4. For clarity, during this period, these timeframes for late rescheduling and late cancellation of Appointments and Trouble Ticket Appointments under WBA3 will constitute the required notice periods for the purposes of each of the following defined terms under WBA4:
  - a. Late Cancellation (After Hours Installation Appointment); and
  - b. Late Cancellation (Site Visit Required).
8. **nbn** may, before 1 August 2021, introduce timeframes for late cancellation of Appointments as set out in section 6.5 of the [WBA Operations Manual](#) under WBA4, provided that **nbn** gives your organisation notice at least 30 Business Days before such timeframes come into effect.

### E. Network Activity notifications

9. Despite section 5.2.8.3 of the [WBA Operations Manual](#), from the Start Date until the 1 October 2021 or an earlier date notified under paragraph 10 (if applicable), **nbn** will not notify your organisation if an Ordered Product supplied to your organisation or a Trouble Ticket raised by your organisation is impacted by a Network Activity, other than through the Trouble Ticket which results in **nbn** designating the Network Activity.



10. **nbn** may, before 1 October 2021, implement functionality to notify your organisation if an Ordered Product supplied to your organisation or a Trouble Ticket raised by your organisation is impacted by a Network Activity (other than through the Trouble Ticket which results in **nbn** designating the Network Activity), provided that **nbn** gives your organisation notice at least 30 Business Days before such functionality comes into effect.

## F. Monthly Performance Reports for Performance Incidents and Network Activities

11. Your organisation acknowledges, despite **nbn**'s obligation under section 18.3(a)(i) of the [nbn™ Ethernet Service Levels Schedule](#) to provide monthly Performance Reports, that:
- a. monthly Performance Reports for Performance Incidents and Network Activities will not be provided for **nbn**'s performance in any month before April 2021 (**Delayed Reports**); and
  - b. when **nbn** provides monthly Performance Reports for April 2021, **nbn** will also provide the Delayed Reports.

## G. Agreed amendments to WBA4 preceding the Start Date

12. After the date on which a final executable version of WBA4 is sent by **nbn** to your organisation, if **nbn** has offered any amendment to WBA4 following negotiation with your organisation or any Other RSP (**WBA4 Finalisation Change**):
- a. **nbn** will ensure it notifies your organisation via email or the Electronic Notice Platform and your organisation may agree to the WBA4 Finalisation Change by way of return email or alternative mechanism identified in the Electronic Notice Platform notice;
  - b. if the WBA4 Finalisation Change has been agreed under paragraph 12.a, it will be incorporated into WBA4 and be binding on the parties on and from the effective date specified in **nbn**'s notice under 12.a; and
  - c. **nbn** will ensure the WBA4 Finalisation Change is included in the Standard Offer on the effective date specified in **nbn**'s notice under 12.a.
13. For clarity, paragraph 12 does not limit any subsequent amendments to WBA4, for example under clause F4 of the [Head Terms](#).

## H. General

14. Unless otherwise specified, capitalised terms used in this Interim Variation Agreement have the meanings given to those terms in WBA4.
15. Except as expressly specified, this Interim Variation Agreement does not vary WBA4 between **nbn** and your organisation.



16. Clauses H4.5 (Electronic execution and counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the [Head Terms](#) are incorporated into this Interim Variation Agreement as though set out in full with references to “Agreement” being read as references to this Interim Variation Agreement.