

Price List

nbn[®] Ethernet Product Module

Wholesale Broadband Agreement





Price List

nbn[®] Ethernet Product Module

Wholesale Broadband Agreement

| Version | Description | Effective Date |
|---------|--|-----------------|
| 5.0 | First issued version of WBA 5 | 1 December 2023 |
| 5.1 | CVC inclusion adjustment | 1 December 2023 |
| 5.2 | Amendments for Fixed Wireless High Speed Tiers | 27 May 2024 |
| 5.3 | Expiry of Continued Ordering Period for UNI-V and Battery Backup for nbn Ethernet (Fibre) | 26 June 2024 |

Copyright

This document is subject to copyright and must not be used except as permitted below or under the Copyright Act 1968 (Cth). You must not reproduce or publish this document in whole or in part for commercial gain without the prior written consent of **nbn**. You may reproduce and publish this document in whole or in part for educational or non-commercial purposes as approved by **nbn** in writing.

Copyright © 2024 nbn co limited. All rights reserved. Not for general distribution.

Disclaimer

This document is provided for information purposes only. The recipient must not use this document other than with the consent of **nbn** and must make its own inquiries as to the currency, accuracy and completeness of this document and the information contained in it. The contents of this document should not be relied upon as representing **nbn**'s final position on the subject matter of this document, except where stated otherwise. Any requirements of **nbn** or views expressed by **nbn** in this document may change as a consequence of **nbn** finalising formal technical specifications, or legislative and regulatory developments.

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**[®] Ethernet Product.

Charges in this **nbn**[®] 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**[®] Ethernet Price List may be offered from time to time, as set out in this **nbn**[®] Ethernet Price List and Discounts, Credits and Rebates Annexures.

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

This document forms part of the **nbn**[®] 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**[®] 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, 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 | 11 |

Part B: Non-recurring Charges

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

| Part B: Non-recurring Charges | | Page |
|-------------------------------|---|------|
| 3 | Installation and activations | 14 |
| 4 | Service modification | 17 |
| 5 | Service management | 18 |
| 6 | CVC Class adjustment | 20 |
| 7 | Early disconnection or modification of AVC TC-2 Product Component | 21 |
| 8 | Labour Rate and Materials | 22 |
| 9 | Enhanced Fault Rectification Service | 23 |

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**® Ethernet.

| Part C: Other Charges | | Page |
|-----------------------|------------------------------|------|
| 10 | New developments Charge | 24 |
| 11 | Professional Wiring Services | 24 |

Part A: Recurring Charges

Section 1 sets out the recurring Charges which apply to the **nbn**[®] Ethernet Product Components which RSP must acquire as part of **nbn**[®] 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 TC-4 Bundle Charges

- (a) The recurring Charges per Billing Period for the following AVC TC-4 Product Components (**TC-4 Bundle AVCs**) and associated CVC TC-4 inclusions, are:¹

| nbn [®] Network | AVC TC-4 downstream Mbps ² | AVC TC-4 upstream Mbps ² | CVC TC-4 symmetrical Mbps inclusion ^{2,3} | Recurring Charge |
|---|--|---|--|------------------|
| Fibre, FTTB, FTTN, FTTC and HFC | 12 (Basic Bundled Offer) ⁴ | 1 (Basic Bundled Offer) ⁴ | 0 | \$12.00 |
| Fibre, FTTB, FTTN, FTTC, HFC and Wireless | 12 | 1 | 0 | \$24.40 |
| Fibre, FTTB, FTTN, FTTC, HFC and Wireless | 25 | 5 | 0.22 | \$26.00 |
| FTTB and FTTN | 25 | 5 – 10 | 0.22 | \$26.00 |
| Fibre, FTTC and HFC | 25 | 10 | 0.22 | \$26.00 |
| FTTB and FTTN | 25 – 50 | 5 – 20 | 3.55 | \$50.00 |
| Fibre, FTTC and HFC | 50 | 20 | 3.55 | \$50.00 |
| Wireless | Wireless Plus | | 3.55 | \$50.00 |

Notes:

¹ Each AVC TC-4 Product Component listed in this table is supplied in accordance with the specified TC-4 Bundle Charge for the AVC TC-4 and CVC TC-4 inclusion and is not available under a separate standalone Charge.

The CVC TC-4 inclusions are not automatically provisioned. RSP may order any CVC TC-4 bandwidth profile available under the [nbn[®] Ethernet Product Description](#). RSP must then order the relevant AVC TC-4 Product Component and associate that AVC TC-4 Product Component with the CVC TC-4.

Additional CVC TC-4 charges apply in accordance with section 1.1(b) for any CVC TC-4 utilised in excess of the CVC TC-4 inclusion associated with any TC-4 Bundle AVC (where the utilisation relative to the inclusion is determined on a per-AVC TC-4 Product Component basis).

² The Information Rates shown in this table are Peak Information Rates (PIR) with the exception of the Wireless Plus AVC TC-4, which is a potential maximum Information Rate. To be read subject to sections 3.2, 3.8 and 13 of the [nbn[®] Ethernet Product Description and](#) section 4.1.3 of, and Appendix B to, the [nbn[®] Ethernet Product Technical Specification](#).

³ The CVC TC-4 inclusions specified in this table will be updated from time to time as notified by **nbn** to RSP in accordance with clause F4.9(c)(ii) of the [Head Terms](#).

⁴ The Basic Bundled Offer and associated Charge applies in respect of an AVC TC-4 with a bandwidth profile of 12/1 Mbps on a given day if:

- RSP uses that AVC TC-4 as an input into an RSP Product or Downstream Product which is a broadband service which includes a voice component; and
- that AVC does not utilise, on average, more than 0.1 Mbps of capacity during any 60-minute period on that day.

Otherwise, **nbn** will apply the Charge for the 12/1 Mbps AVC TC-4 bandwidth profile which is not the Basic Bundled Offer. The two different Charges will be calculated and applied on a pro-rata basis if an AVC TC-4 satisfies the conditions of the Basic Bundled Offer for certain days during a Billing Period but not others.

For the purposes of this rule, a "day" means the period from 12:00am to 11:59pm based on the local time in Sydney.

- (b) In addition to the amounts payable under section 1.1(a), an **Overage Charge** applies per Billing Period in respect of the total CVC TC-4 capacity utilised by RSP in conjunction with TC-4 Bundle AVCs, calculated as follows:

$$\frac{\text{Sum of Total Daily Overage for each day in the Billing Period}}{\text{Number of days in the Billing Period}}$$

where:

Total Daily Overage means, for a given day, the sum of Daily AVC Overage for all TC-4 Bundle AVCs supplied to RSP on that day.

Daily AVC Overage will be calculated as follows for each TC-4 Bundle AVC in respect of a given day:

$$(\text{Daily AVC Peak Utilisation} - \text{CVC Inclusion}) \times \text{Overage Amount}$$

except that Daily AVC Overage for a given day will be:

- zero if that TC-4 Bundle AVC is supplied in a CSA that is not an Eligible CSA for that day;
- zero if that TC-4 Bundle AVC is supplied in a CSA that is an Eligible CSA for that day and Daily AVC Peak Utilisation is less than or equal to the CVC Inclusion; and
- the Maximum Daily AVC Overage Amount if that TC-4 Bundle AVC is supplied in a CSA that is an Eligible CSA for that day and the equation above would otherwise result in an amount that is greater than the Maximum Daily AVC Overage Amount.

Daily AVC Peak Utilisation means, in Mbps, in respect of a TC-4 Bundle AVC on a given day, the download usage (in megabits) observed by **nbn** for that TC-4 Bundle AVC in the CSA Peak Hour for the CSA in which that TC-4 Bundle AVC is supplied, divided by 3600 (seconds).

CSA Peak Hour means, in respect of a CSA on a given day, the 60-minute period during which **nbn** observes the highest aggregate download usage (in megabits) across all AVC TC-4 Product Components supplied to RSP on that day in that CSA. If a 60-minute period spans two days, it will be counted as part of the day in which the 60-minute period begins.

CVC Inclusion means, on a given day in respect of a TC-4 Bundle AVC, the CVC TC-4 inclusion that applies for that TC-4 Bundle AVC on that day, as set out in section 1.1(a).

Eligible CSA means, for a given day, a CSA in respect of which the total Daily AVC Peak Utilisation for all TC-4 Bundle AVCs in that CSA for that day is (in aggregate) greater than or equal to 700 Mbps.

Overage Amount means the amount specified in the table below:

| Period | Overage Amount |
|-----------------------------|----------------|
| 1 July 2023 to 30 June 2024 | \$5.50 |
| 1 July 2024 to 30 June 2025 | \$4.50 |
| 1 July 2025 to 30 June 2026 | \$3.50 |
| 1 July 2026 and onwards | \$0.00 |

Maximum Daily AVC Overage Amount means, in respect of a TC-4 Bundle AVC on a given day, the Bundled Offer Ceiling minus the recurring Charge per Billing Period that applies on that day for that TC-4 Bundle AVC, as set out in section 1.1(a).

Bundled Offer Ceiling means \$55.

- (c) For the purposes of section 1.1(b), **nbn** will exclude from the calculation of the Daily AVC Overage for a TC-4 Bundle AVC any CVC TC-4 bandwidth capacity utilisation in conjunction with that TC-4 Bundle AVC for any period during which **nbn** cannot accurately observe, or access the observation of, such utilisation.
- (d) Despite clause B1.4 of the [Head Terms](#), the Overage Charge will not be subject to any adjustment on a pro rata basis in any circumstances.

Notes:

¹ The Overage Charge is effectively pro-rated for the days on which each TC-4 Bundle AVC is supplied, by operation of the formula used to calculate the Overage Charge in section 1.1(b), without the further application of clause B1.4 of the [Head Terms](#).

² For the purposes of section 1.1(b), a "day" means the period from 12:00am to 11:59pm based on the local time in Sydney.

1.2 Flat-Rate AVC Charges

The recurring Charges per Billing Period for the following AVC TC-4 Product Components, and any CVC TC-4 capacity utilised in conjunction with such AVC TC-4 Product Components, are:¹

| nbn® Network | AVC TC-4 downstream Mbps (PIR) ² | AVC TC-4 upstream Mbps (PIR) ² | Recurring Charge |
|---------------------------------|---|---|------------------|
| Fibre, FTTB, FTTN, FTTC and HFC | Home Fast ³ | | \$55.00 |
| Wireless | Fixed Wireless Home Fast ³ | | \$55.00 |
| FTTB and FTTN | 25 – 100 | 5 – 40 | \$58.00 |
| FTTC | 50 – 100 | 20 – 40 | \$58.00 |
| Fibre and HFC | 100 | 40 | \$58.00 |
| Wireless | Fixed Wireless Superfast ³ | | \$60.00 |
| Fibre and HFC | Home Superfast ³ | | \$60.00 |
| Fibre | 250 | 100 | \$100.00 |
| Fibre | 500 | 200 | \$160.00 |
| Fibre and HFC | Home Ultrafast ³ | | \$70.00 |
| Fibre | 1,000 ³ | 400 | \$230.00 |

Notes:

¹ No additional recurring CVC TC-4 or Overage Charges apply in connection with any Flat Rate AVC TC-4 Product Components.

² 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](#).

³ Refer to the [nbn[®] Ethernet Product Description](#) for further information, including the specific limitations set out at sections 3.2(a) and 13.

1.3 nbn[®] Ethernet Satellite AVC Charges

(a) The recurring Charges per Billing Period for the AVC TC-4 Product Component for nbn[®] Ethernet (Satellite) are:

| AVC TC-4 downstream Mbps (PIR) | AVC TC-4 upstream Mbps (PIR) | Recurring Charge |
|--------------------------------|------------------------------|------------------|
| 12 | 1 | \$24.00 |
| 25 | 5 | \$27.00 |

* **Note:** The Information Rates shown in this table are Peak Information Rates (PIR). To be read subject to sections 3.2 and 13 of the [nbn[®] Ethernet Product Description and](#) section 4.1.3 of, and Appendix B to, the [nbn[®] Ethernet Product Technical Specification](#) and section 34 of the [nbn[®] Ethernet Product Terms](#).

(b) The recurring Charges per Billing Period for the CVC TC-4 Product Component for nbn[®] Ethernet (Satellite) are:

| Recurring Charge per provisioned symmetrical Mbps (CIR) |
|---|
| \$15.75 |

Note: The CVC Product Component is made available separately, and in different 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. Additional Charges may apply in connection with nbn[®] Ethernet (Satellite) – see sections 2.3 and 6 for further information.

1.4 TC-4 UNI inclusion

The recurring Charges specified in sections 1.1(a), 1.2 and 1.3(a) include, in addition to the Product Components listed in those sections, access to and use of:

- (a) one symmetrical AVC TC-1 of 0.15Mbps;
- (b) 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
- (c) one UNI-V (where available) in connection with the supply of the AVC TC-1 to a Premises served by the Fibre Network.

1.5 TC-1 Charges

(a) 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 |

Notes:

- 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 as specified in section 1.4. Accordingly, for the supply of any symmetrical AVC TC-1 of 0.15Mbps and above for an Ordered Product, nbn will not charge RSP, or will provide RSP with a rebate or credit, for an amount equal to the recurring Charge of one symmetrical AVC TC-1 of 0.15Mbps specified in the table above.
- To be read subject to section 34 of the [nbn® Ethernet Product Terms](#) in relation to the Satellite Test Service.

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

| nbn® Network | Recurring Charge per provisioned symmetrical Mbps (CIR) |
|--|---|
| Fibre, FTTB, FTTN, FTTC, HFC, Wireless and Satellite | \$17.50 |

1.6 TC-2 Charges

(a) The recurring Charges per Billing Period for the following AVC TC-2 Product Components, associated CVC TC-2 inclusions and associated Enhanced Fault Rectification Service Product Features (**TC-2 Bundle Components**), are:¹

| nbn® Network | AVC TC-2 symmetrical Mbps (CIR) ² | CVC TC-2 inclusions symmetrical Mbps (CIR) ² | Enhanced Fault Rectification Service | Recurring Charge |
|---------------------------------|--|---|--------------------------------------|------------------|
| Fibre, FTTB, FTTN, FTTC and HFC | 5 | 5 | Enhanced-12 (24/7) | \$50.00 |
| | 10 | 10 | Enhanced-12 (24/7) | \$131.00 |
| Fibre, FTTB, FTTN and FTTC | 20 | 20 | Enhanced-12 (24/7) | \$192.00 |
| Fibre | 30 | 30 | Enhanced-12 (24/7) | \$220.00 |
| | 40 | 40 | Enhanced-12 (24/7) | \$223.00 |
| | 50 | 50 | Enhanced-12 (24/7) | \$225.00 |

| | | | | |
|--|-----|-----|-----------------------|----------|
| | 60 | 60 | Enhanced-12 (24/7) | \$581.00 |
| | 70 | 70 | Enhanced-12 (24/7) | \$626.00 |
| | 80 | 80 | Enhanced-12 (24/7) | \$672.00 |
| | 90 | 90 | Enhanced-12 (24/7) | \$704.00 |
| | 100 | 100 | Enhanced-12 (24/7) | \$714.00 |

Notes:

¹ Each AVC TC-2 Product Component listed in this table is supplied in accordance with the specified TC-2 Bundle Charge for the AVC TC-2, CVC TC-2 inclusion and Enhanced Fault Rectification Service inclusion, and is not available under a separate standalone Charge.

Additional CVC TC-2 Charges apply in accordance with sections 1.6(b) and 1.6(c) for any CVC TC-2 Ordered Product Components supplied to RSP in excess of the total CVC TC-2 inclusions associated with all AVC TC-2 Product Components supplied to RSP.

None of the TC-2 Bundle Components are automatically provisioned. RSP may order any CVC TC-2 bandwidth profile available under the [nbn® Ethernet Product Description](#). RSP must then order the relevant AVC TC-2 Product Component with the relevant Enhanced Fault Rectification Service Product Feature, and associate the AVC TC-2 Product Component with the CVC-2 Product Component. If RSP orders an Enhanced Fault Rectification Service other than Enhanced-12 (24/7) (**Alternative ES�A**), **nbn** will charge RSP for that Alternative ES�A in accordance with the relevant Charge set out in section 2.2 or 9 (as applicable), in addition to the recurring Charge that applies to the TC-2 Bundle Components set out in the above table.

² To be read subject to section 3.4 of the [nbn® Ethernet Product Description](#).

- (b) In addition to the amounts payable under section 1.6(a), but subject to section 1.6(c), the recurring Charge per Billing Period for the CVC TC-2 Product Component is:

| |
|---|
| Recurring Charge per provisioned symmetrical Mbps (CIR) |
| \$17.50 |

- (c) The recurring Charge in section 1.6(b) in respect of each CVC TC-2 in each Billing Period will be reduced by the aggregate CVC TC-2 bandwidth inclusions (in Mbps) that apply to all AVC TC-2 Product Components associated with that CVC TC-2 in that Billing Period, in accordance with the following formula (provided that the Charge for each CVC TC-2 will never be less than \$0):

$$\text{Charge} = (\text{Ordered Bandwidth} \times \$17.50) - (\text{Included Bandwidth} \times \$17.50)$$

Where:

Ordered Bandwidth means, across a Billing Period in respect of a CVC TC-2, the aggregate CVC TC-2 bandwidth capacity (in Mbps) ordered by RSP and provisioned in respect of that CVC TC-2 (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).

Included Bandwidth means, across a Billing Period in respect of a CVC TC-2, the aggregate CVC TC-2 bandwidth inclusions (in Mbps) that apply to all AVC TC-2 Product Components associated with that CVC TC-2 (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis).

Note: The reduction to the Charge for a CVC TC-2 Product Component under section 1.6(c) may be applied by way of a credit, omitting or not listing the relevant Charges, or as otherwise notified by **nbn** to RSP.

1.7 NNI

- (a) The recurring Charges per Billing Period for the NNI Bearer Product Component of **nbn**[®] Ethernet are, subject to sections 1.7(b) to 1.7(c):

| NNI Bearer Profile | Recurring Charge |
|--------------------|------------------|
| 1000BaseLX | \$100.00 |
| 10GBaseLR | \$400.00 |
| 100GBaseLR4 | \$2,400.00 |
| 1000BaseEX | \$125.00 |
| 10GBaseER | \$500.00 |
| 100GBaseER4 | \$3,000.00 |

- (b) If the conditions in section 1.7(c) are satisfied, the recurring Charges per Billing Period for the following NNI Bearer profiles at the relevant POI are:

| NNI Bearer Profile | Recurring Charge for supply on and from 1 July 2024 |
|--------------------|---|
| 10GBaseLR | \$200.00 |
| 10GBaseER | \$250.00 |

- (c) The Charges in section 1.7(b) apply if **nbn** supplies only the following at a POI:
- (i) one NNI Group comprising either:
 - (A) one 10G NNI Bearer operating in Single Chassis mode; or
 - (B) a pair of 10G NNI Bearers operating in Diverse Chassis mode; and
 - (ii) optionally, any number of 1G NNI Bearers and V-NNIs.

1.8 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 | \$65.00 |

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 6 of the [nbn](#)[®] Ethernet Product Description.

2.2 Enhanced Fault Rectification Service

(a) 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) | \$15.00 |
| 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) | \$25.00 |

- (b) Despite section B1.4(a) of the [Head Terms](#), and unless otherwise specified in this Agreement or notified by **nbn** to RSP, the recurring Charges set out in section 2.2(a) will apply for a single Billing Period, without any pro-ration, if an eSLA Change Event occurs within 1 month of the date on which **nbn** starts to supply an Enhanced Fault Rectification Service (in this section 2.2, the **first month**).
- (c) Where section 2.2(b) applies in respect of an Enhanced Fault Rectification Service, unless expressly specified otherwise in an applicable Discount, Credit, Rebate or Waiver, the Charge for the Enhanced Fault Rectification Service for a single Billing Period will be calculated:
- (i) in accordance with the applicable Charge in this **nbn**[®] Ethernet Price List and any applicable Discounts, Credits, Rebates or Waivers for the portion of the first month on or before the day on which the eSLA Change Event occurs; and

- (ii) in accordance with the applicable Charge in section 2.2(a), without the application of any Discount, Credit, Rebate or Waiver, for the portion of the first month after the day on which the eSLA Change Event occurs.
- (d) Section 2.2(b) will not apply in respect of any Enhanced Fault Rectification Service which is supplied as part of an Ordered Product that also includes an AVC TC-2 Product Component at the time that the eSLA Change Event occurs.
- (e) In this clause 2.2, **eSLA Change Event** means, in respect of an Enhanced Fault Rectification Service, that it is:
 - (i) disconnected; or
 - (ii) modified to change the selected Enhanced Fault Rectification Service option.

2.3 CVC Class

The recurring Charges per Billing Period for the CVC Class feature of each CVC TC-4 Product Component of **nbn**[®] 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 2.3 are in addition to any Charges that apply under sections 1.3 and 6.

2.4 NNI Link

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

| nbn [®] 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**[®] 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**[®] Ethernet.

3. Installation and activations

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

| Activity | Charge per Activity by nbn [®] 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 | \$150.00 |
| 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 |
| FTTN/C Fibre Upgrade Installation | \$200.00 ² | N/A | N/A |
| W-NTD Upgrade Installation | \$200.00 ⁵ | N/A | N/A |
| Access Component Reactivation | \$5.00 | \$5.00 | \$5.00 |
| CVC Activation | \$0.00 | \$0.00 | \$0.00 |
| NNI 1000BaseLX Activation | \$1,000.00 | | |
| NNI 10GBaseLR Activation | Until 30 June 2024: \$5,000.00 On and from 1 July 2024: \$3,000.00 | | |
| NNI 100GBaseLR4 Activation | Until 30 June 2024: \$30,000.00 On and from 1 July 2024: \$20,000.00 | | |
| NNI 1000BaseEX Activation | \$2,000.00 | | |
| NNI 10GBaseER | Until 30 June 2024: \$6,000.00 | | |

| Activity | Charge per Activity by nbn [®] Network | | |
|---|---|---------------------|----------|
| | Fibre and Wireless | FTTB, FTTN and FTTC | HFC |
| Activation | On and from 1 July 2024: \$4,000.00 | | |
| NNI 100GBaseER4 Activation | Until 30 June 2024: \$36,000.00 On and from 1 July 2024: \$24,000.00 | | |
| NNI Link Activation | \$0.00 | | |
| V-NNI Activation | \$250.00 | | |
| Service Transfer ⁶ | \$5.00 | \$5.00 | \$5.00 |
| Transfer Reversal | \$5.00 | \$5.00 | \$5.00 |
| Non-Infrastructure Type Transfers (per Service Transfer) ⁶ | \$1.50 | \$1.50 | \$1.50 |
| Co-ordinated Appointment (Day) ⁷ | \$200.00 ² | \$200.00 | \$200.00 |
| Co-ordinated Appointment (Night) ⁷ | \$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. As set out in section 5(c)(ii) of the [nbn[®] Ethernet Product Description](#), this Charge will not apply if the Ordered Product in respect of which **nbn** performs an After Hours Installation includes any of the following Enhanced Fault Rectification Service Level options: Enhanced-12 (24/7), Enhanced-4 (24/7) or Enhanced (90 Day)-12 (24/7).

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 Not applicable for **nbn**[®] Ethernet (Fibre).

⁶ This Charge will not apply in respect of the transfer of Ordered Products in certain circumstances as set out in clause H4.3 of the [Head Terms](#).

⁷ 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.

The Charges for the installation and activation of **nbn**[®] Ethernet (Satellite) are:¹

| 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 | \$5.00 Incidentals may apply for Limited Access Areas | | |
| CVC Activation | \$0.00 | | |
| NNI 1000BaseLX Activation | \$1,000.00 | | |
| NNI 10GBaseLR Activation | Until 30 June 2024: \$5,000.00 On and from 1 July 2024: \$3,000.00 | | |
| NNI 1000BaseEX Activation | \$2,000.00 | | |
| NNI 10GBaseER Activation | Until 30 June 2024: \$6,000.00 On and from 1 July 2024: \$4,000.00 | | |
| Site Survey Charge | \$225.00 Incidentals may apply for Limited Access Areas | | |
| Service Transfer ² | \$5.00 | | |
| Transfer Reversal | \$5.00 | | |
| Non-Infrastructure Type Transfers (per Service Transfer) ² | \$1.50 | | |

Notes:

¹ To be read subject to section 34 of the [nbn[®] Ethernet Product Terms](#) in relation to Standard Installations for the Satellite Test Service.

² This Charge will not apply in respect of the transfer of Ordered Products in certain circumstances as set out in clause H4.3 of the [Head Terms](#).

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:

| Activity | Charge per Activity by nbn [®] 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 |
| 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) |

- (b) The Charges for service modifications relating to **nbn**[®] 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 |

| Activity | Charge per Activity | | |
|---|---|----------------------------|----------------------------|
| | \$1,621.00 | \$1,812.00 | \$3,793.00 |
| Equipment Modification (NTD outdoor unit) in Limited Access Area | Satellite Labour Rate + Materials + Incidentals | | |
| 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**[®] Ethernet.

5. Service management

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

| Activity | Charge per Activity by nbn [®] 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* | | |

| Activity | Charge per Activity by nbn [®] Network | | |
|--|--|---------------------|---------|
| | Fibre and Wireless | FTTB, FTTN and FTTC | HFC |
| Late Rescheduling (Co-ordinated Appointment) | The Charge for the Co-ordinated Appointment* | | |
| Restoration | \$50.00 | \$50.00 | \$50.00 |
| 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**[®] Ethernet (Wireless).** Not applicable for **nbn**[®] Ethernet (FTTC).

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

| Activity | Charge per Activity by nbn [®] 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**[®] 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**[®] 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 | \$150.00 |

| Activity | Charge per Activity |
|--|------------------------|
| Area or Major Rural Area | |
| Late Cancellation (Site Visit Required) in Minor Rural Area or Remote Area | \$200.00 |
| 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**[®] Ethernet (Satellite).

6. CVC Class adjustment

- (a) In respect of **nbn**[®] 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 [nbn[®] 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 1.3 and 2.3.

- (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 [nbn[®] 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 TC-2 Bundle Components that would have been applicable had that order completed; and
 - (B) in the case of a disconnection or modification, the recurring Charges for the TC-2 Bundle Components 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 1.6.
- (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 TC-2 Bundle Components applicable after the modification of the AVC TC-2 bandwidth profile, as set out in section 1.6.
- (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 labour hours 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 labour hours 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) |
| Travel – Freight | At cost (by quotation) |
| Accommodation | At cost (by quotation) |
| Equipment Rental | At cost (by quotation) |
| Other Expenses | At cost (by quotation) |

Section 9 sets out the non-recurring Charges which apply to the optional Enhanced Fault Rectification Service that RSP may elect to acquire.

9. Enhanced Fault Rectification Service

The non-recurring Charges for an Enhanced Fault Rectification Service are:

| nbn® Network | Option | Non- Recurring Charge |
|---------------------------------|-------------------------------|-----------------------|
| Fibre, FTTB, FTTN, FTTC and HFC | Enhanced-(90 Day) – 12 (24/7) | \$150.00* |

*** Note:** The \$150 non-recurring Charge is payable upfront and provides 90 days' access to Enhanced-(90 Day) – 12 (24/7). After the 90 day period expires it will automatically cease and be removed unless RSP orders the Enhanced Fault Rectification Service for a further period.

Part C: Other Charges

Section 10 sets out the once-off charge which will apply to a New Development Location.

10. New developments Charge

10.1 New developments Charge

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

| Charge per instance |
|---------------------|
| \$272.72 |

10.2 Conditions

- (a) The Charge described in this section 10 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 10 as never having been the subject of a Connect Order.

Section 11 sets out the non-recurring Charges that apply for Professional Wiring Services.

11. 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 11:
- (i) **Labour Rate** means \$75.00 for each of the total number of labour hours 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.