16 October 2024

Change Notice: WBA - October 2024

We are notifying you of the following changes to your WBA:

1. **FIBRE UPGRADE AND INSTALLATION PROCESS CLARIFICATIONS**

| DESCRIPTION | RMID | EFFECTIVE DATE | Affected Documents | PAGE # |
| --- | --- | --- | --- | --- |
| Changes for:   1. Service interruptions that may occur as part of FTTP upgrade installations; 2. Outages related to FTTC to P upgrades; and 3. Customer Installed Fibre Cable Pathways.   Refer to ‘Consultation Fibre Upgrade and Installation Process Clarifications’ issued on 17 July 2024 (CMID1192) for further information. | N/A | 1 December 2024 | * WBA Dictionary v5.5 * WBA Operations Manual v5.6 | 3 |

1. NBN **NNI PRICING**

| DESCRIPTION | RMID | EFFECTIVE DATE | Affected Documents | PAGE # |
| --- | --- | --- | --- | --- |
| Changes to:   1. reduce monthly recurring charge for 10G and 100G NNIs. 2. reduce monthly recurring charge for V-NNI from $65 to $30. 3. introduce temporary 50% rebate on the Activation charge for new 10G NNIs (i.e. not an NNI Upsize Migration) to apply for 2 years from 1 December 2024. 4. introduce temporary addition of a minimum rebate amount for NNI Upsize Migration process (change interface rate from 1G to 10G or 10G to 100G), to apply for 2 years from 1 December 2024.   Refer to ‘**nbn** Product Construct Paper – Accelerating Great: Unlocking Greater nbn Speeds and Value’ issued on 5 September 2024 for further information. | RMID1179, RMID1160, RMID1166, RMID1185 and RMID1197 | 1 December 2024 | * Discounts, Credits and Rebates Annexure to the **nbn**® Ethernet Price List v5.6 | 8 |

1. **Connect the Unconnected Rebate H2 FY25**

| DESCRIPTION | RMID | EFFECTIVE DATE | Affected Documents | PAGE # |
| --- | --- | --- | --- | --- |
| A Rebate to increase access to nbn® Ethernet at locations unconnected to the nbn® Network for greater than 3 months. | N/A | 1 January 2025 | * Discounts, Credits and Rebates Annexure to the **nbn**® Ethernet Price List v5.6 | 15 |

Please refer to the pages below for a rider of the relevant contract changes in mark-up.

**Further information**

Our contact email has changed. If you have any queries, please contact [customer\_contracting@nbnco.com.au](mailto:customer_contracting@nbnco.com.au).

Yours sincerely,  
General Manager Wholesale Supply signature  
Jane Witter  
General Manager - Risk, Privacy, Compliance and Customer Contracting

This communication constitutes a notice under clause H1.1 of the WBA Head Terms.

1. **Fibre Upgrade and Installation Process Clarifications**

WBA Operations Manual v5.6

4.5.1.1 Ordering Product Components

Your organisation can order all Product Components of **nbn**® Ethernet and the Facilities Access Service through the **nbn**® Service Portal.

|  |
| --- |
| **Note**: If your organisation has B2B Access, some Product Components can also be ordered through that interface. |

[…]

|  |  |
| --- | --- |
| A white exclamation mark in a blue circle  Description automatically generated  \\nbnco.local\filestore\MEL-Users\johnleefe\Desktop\fibre.png | **Important**:  Your organisation is responsible for communicating to the Contracted End User that an existing **nbn**® Ethernet (FTTN), **nbn**® Ethernet (FTTC) or **nbn**® Ethernet (HFC) Ordered Product to a Premises may experience a service interruption during an Installation related to an **nbn**® Ethernet (Fibre) Ordered Product (e.g. where **nbn** performs pull through activities in respect of an existing Lead-In Cable). |

[…]

4.5.2.2 Product Component Orders: Additional Information  
[…]

**Access Virtual Circuit (AVC) Orders**

**Prerequisite**: Your organisation must already have an active CVC for the relevant CSA before your organisation can place an AVC order in relation to that CSA.

|  |  |
| --- | --- |
| P2409C1T127#yIS1 | **Important**: When creating an AVC order, your organisation can choose to submit it as a Standard Connection, or an Accelerated Connection subject to the requirements in the **nbn**® Ethernet Service Levels Schedule, section 4.5.1.7 Priority Assistance Connection Orders and section 6.7.1 Selecting Appointments. |

See section 6.7.1 Selecting Appointments for details of Installation activities applicable for Access Component Orders.

| **nbn**® **Network** | **Activities** |
| --- | --- |
| P2417C3T128#yIS1 | Each AVC order includes the UNI-D and Product Components for the Premises.   |  |  | | --- | --- | | A white exclamation mark in a blue circle  Description automatically generated | **Important**:  There may be a temporary service interruption when **nbn** performs Fibre Upgrade Outage in respect of a Premises served by **nbn**® Ethernet (FTTC). See section 5.5.5 Fibre Upgrade Outage. |   What if a Customer Installed Fibre Cable Pathway is required?  If **nbn** attends the Premises and determines, acting reasonably, that a Customer Installed Fibre Cable Pathway is required, **nbn** will not proceed with the Installation activities and will put the order into **Pending** until your organisation, the Downstream Service Provider, or the Contracted End User has arranged for such a Customer Installed Fibre Cable Pathway to be installed in accordance with any requirements communicated by **nbn** from time to time (see clauses C4.2 and C4.3 of the Head Terms) and all applicable laws, regulations and standards.  **UNI Port (data) Allocation**  **nbn** will accept UNI-D orders where a UNI-D port is not available but where a subsequent NTD may be installed.  In these circumstances the UNI-D order will include an order for a subsequent NTD. See section 4.6.5 Subsequent Installations of NTDs.   |  | | --- | | **What if there are no available UNI ports at the NTD?**  **nbn** may install a subsequent NTD at the Premises within the scheduled time of the Appointment, and allocate the first available UNI-D on this NTD. See section 4.6.5 Subsequent Installations of NTDs for more information. |  |  | | --- | | **What if an order relates to a Centralised Deployment in a Multi-Premises Site?**  **nbn** will install a subsequent NTD at each Multi-Premises Site for each different Non-Addressable Object in relation to which your organisation places a Connect Order subject to the following condition. **nbn** may decline to install a subsequent NTD for a Non-Addressable Object in any of the circumstances set out in section 4.6.5 Subsequent Installations of NTDs. | |

[…]

4.6.4 Activities: Installation

The steps comprising the process for Installing **nbn**® Equipment and Central Splitter (where required), and the associated activities **nbn** and your organisation must perform in relation to each step, are defined in the table below:

[…]

| **Who** | **Activity** |
| --- | --- |
| **Your organisation... P4109C3T224#yIS1 P4109C3T224#yIS2 P4109C3T224#yIS3 P4109C3T224#yIS4 P4109C3T224#yIS5** | Must inform Contracted End Users of all of the following information:   * The date and time of the Appointment * When and if Late Cancellation (Site Visit Required) Charges apply * When and if Missed Appointment Charges apply * Any other information pertinent to the Installation (including any applicable Charges). |
| **Your organisation… P4116C5T224#yIS1** | Must inform Contracted End Users of all of the following information:   * When and if Late Cancellation (Site Visit Required) Charges apply * When and if Missed Appointment Charges apply * The expected timeframe for completion of the Installation, based on the Service Levels or Operational Targets (as applicable) for the Premises * That **nbn** will, within two Business Days of your organisation submitting an order with a valid Appointment ID, contact them to schedule an Actual Appointment * Any other information pertinent to the Installation (including any applicable Charges). |
| **nbn ...** | Identifies the type of Installation required at the Premises as being one of:   * An Initial Standard Installation * An Initial Non Standard Installation * A Subsequent Installation (with or without a Professional Wiring Service) * A Professional Wiring Service (whether or not at the time of a Standard Installation or Non-Standard Installation) * A Rearrangement / Modification.   **Note:** In respect of a Premises for which nbn will supply nbn® Ethernet (Fibre), if nbn determines, acting reasonably, that the Installation at the Premises requires a Customer Installed Fibre Cable Pathway, nbn will inform your organisation. See further 4.5.2.2 Product Component Orders: Additional Information. |

[…]

5.5.1.4 Planned Outage Activities: Times

Subject to clause C15 of the Head Terms, **nbn** will provide your organisation with:

* At least 10 Business Days’ notice of a Planned Outage, other than for NPIS Preventative Maintenance Outages (see below), NNI Migration Outages (see below) and Fibre Upgrade Outages (see section 5.5.5 Fibre Upgrade Outage);
* In respect of an NPIS Preventative Maintenance Outage, as much notice as reasonably practicable in the circumstances but, in any event, by 5pm AET on the day in which the relevant Planned Outage Window for that NPIS Preventative Maintenance Outage commences;
* In respect of an NNI Migration Outage, at least 1 Business Day notice; or
* Where the relevant change is to perform any work including maintenance, repair, rationalisation or remediation involving any electricity distribution network to which the **nbn**® Network is connected, as much notice as is feasible in the circumstances having regard to **nbn**’s dependence on any relevant third party.

[…]

5.5.5 Fibre Upgrade Outage

|  |  |
| --- | --- |
| P6448C1T346#yIS1 | **Important:** This section applies to **nbn**® Ethernet (FTTC). |

**nbn** may determine that **nbn**® Network changes are needed to complete an Installation related to an **nbn**® Ethernet (Fibre) Ordered Product under this Agreement or an Other Wholesale Broadband Agreement in respect of a Premises that is served by the FTTC Network.

In those circumstances, there may be a temporary service interruption in respect of ordered products supplied to that Premises and to other Premises that are associated with the **nbn**® DPU used to serve that Premises. **nbn** will provide your organisation with at least 1 Business Days’ notice of such interruption.

Any such Fibre Upgrade Outage may occur during the hours of 7am to 7pm in the place where such an Outage occurs or is to occur.

[…]

WBA Dictionary v5.5

[…]

**Customer Installed Fibre Cable Pathway** means a fibre cable pathway at a Premises:

(a) provided by RSP, Downstream Service Provider or a Contracted End User (at their cost); and

(b) installed in accordance with any requirements communicated by **nbn** to RSP from time to time (see clauses C4.2 and C4.3 of the Head Terms) and all applicable laws, regulations, and standards,

that facilitates an Installation for a Premises to which **nbn** will supply an **nbn**® Ethernet (Fibre) Ordered Product.

[…]

**Fibre Upgrade Outage** means a Planned Outage affecting an **nbn**® Ethernet (FTTC) Ordered Product, as described in further detail in section 5.5.5 of the WBA Operations Manual.

[…]

**Planned Outage Window** means:

1. 11:00pm to 6:00am in the place where an Outage occurs or is to occur;
2. in respect of an HFC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage occurs or is to occur;
3. in respect of an FTTC Rollout Planned Outage, 7:00am to 3:00pm in the place where an Outage is to occur; and
4. in respect of an Outage in connection with the **nbn**® Platform Interfacing Service, 11:00pm to 6:00am AET and
5. in respect of a Fibre Upgrade Outage, 7:00am to 7:00pm in the place where an Outage occurs or is to occur.

[…]

1. **nbn NNI Pricing**

Discounts, Credits and Rebates Annexure to the **nbn**® Ethernet Price List v5.6

Part A List of current Discounts, Credits, Rebates and Waivers

A1.1 Current Discounts, Credits, Rebates and Waivers

The following Discounts, Credits, Rebates and Waivers are currently available to RSP subject to the corresponding conditions set out in Parts B and C.

| # | Name | Description | Duration | Campaign Period | Details and conditions |
| --- | --- | --- | --- | --- | --- |
| Long-term Discounts, Credits, Rebates and Waivers (Part B) | | | | | |
| Module B1: General | | | | | |
| […] | […] | […] | […] | […] | […] |
| 13. | **NNI Recurring Discount** | A Discount applied in respect of NNI Bearer Profile Recurring Charges. | 1 December 2024 – 30 June 2025 | N/A | Section B1.13 |
| 14. | **Temporary 10G NNI Activation Rebate** | A Rebate in respect of the Activation charge for new 10G NNI Bearers. | 1 December 2024 – 30 November 2026 | N/A | Section B1.14 |
| 15. | **Temporary Additional NNI Upsize Migration Rebate** | A Rebate in respect of eligible Completed NNI Upsize Migrations that supplements the NNI Upsize Migration Rebate. | 1 December 2024 – 30 November 2026 | N/A | Section B1.15 |

[…]

Part B Details and conditions for Long-term Discounts, Credits, Rebates and Waivers

Module B1: General

***Note:*** *This Module B1: General contains Long-term Discounts, Credits, Rebates and Waivers that are not focused on business End User segments (see Module B2: Business) and that are not subject to the Master Campaign Terms (see Part D: Master Campaign Terms).*

[…]

*The details and conditions in section B1.13 apply in respect of the NNI Recurring Discount described in Part A.*

B1.13 NNI Recurring Discount

B1.13.1 Discount

1. If **nbn** supplies RSP with an NNI Bearer listed in the table below for **nbn**® Ethernet, **nbn**® Enterprise Ethernet or **nbn**® Smart Places, the corresponding discounted Charge listed in the table below will apply for that NNI Bearer per Billing Period:

|  |  |
| --- | --- |
| NNI Bearer Profile | Discounted Charge |
| 10GBaseLR | $375.00\* |
| 100GBaseLR4 | $2,250.00 |
| 10GBaseER | $470.00\* |
| 100GBaseER4 | $2,800.00 |

*\** ***Note:*** *Subject to section B1.13.1(b).*

1. If the conditions in section 1.7(c) of the **nbn**® Ethernet Price List are satisfied, the recurring discounted Charges listed in the table below will apply for the following NNI Bearer profiles at the relevant POI per Billing Period (instead of the corresponding discounted Charges in section B1.13.1(a)):

|  |  |
| --- | --- |
| NNI Bearer Profile | Discounted Charge |
| 10GBaseLR | $187.50 |
| 10GBaseER | $235.00 |

1. If **nbn** supplies RSP with the V-NNI Product Component of **nbn**® Ethernet, **nbn**® Enterprise Ethernet or **nbn**® Smart Places, the discounted Charge listed in the table below will apply for that V-NNI Product Component per Billing Period:

|  |  |
| --- | --- |
| **nbn**® Network | Discounted Charge |
| Fibre, FTTB, FTTN, FTTC, HFC, Wireless | $30.00 |

B1.13.2 Process to Claim

**nbn** will automatically apply this NNI Recurring Discount.

*The details and conditions in section B1.14 apply in respect of the Temporary 10G NNI Activation Rebate described in Part A.*

B1.14 Temporary 10G NNI Activation Rebate

B1.14.1 Details

1. **nbn** will provide the Temporary 10G NNI Activation Rebate to RSP in accordance with this section B1.14 for each new 10G NNI Bearer for **nbn**® Ethernet, **nbn**® Enterprise Ethernet or **nbn**® Smart Places that is Activated as a result of RSP submitting, and **nbn** completing, either:
2. a Connect Order for a new NNI Group; or
3. a Modify Order to add an additional NNI Bearer to an existing NNI Group.
4. The amount of the Temporary 10G NNI Activation Rebate will be equal to 50% of the non-recurring Charge that applies to the Activation of the relevant 10G NNI Bearer, as set out in the **nbn**® Ethernet Price List.
5. The Temporary 10G NNI Activation Rebate does not apply in respect of any 10G NNI Bearer that is Activated as part of an NNI Upsize Migration.

B1.14.2 Process to Claim

**nbn** will automatically apply the Temporary 10G NNI Activation Rebate.

*The details and conditions in section B1.15 apply in respect of the Temporary Additional NNI Upsize Migration Rebate described in Part A.*

B1.15 Temporary Additional NNI Upsize Migration Rebate

B1.15.1 Details

1. Subject to the terms of this section B1.15, **nbn** will provide the Temporary Additional NNI Upsize Migration Rebate to RSP if:
2. **nbn** has completed an NNI Upsize Migration requested by RSP; and
3. the amount of the NNI Upsize Migration Rebate that is payable in respect of that NNI Upsize Migration is less than each of:
4. the total Activation Charges applicable for the NNI Bearers comprising the Target NNI Group; and
5. the Minimum Cumulative Amount for that NNI Upsize Migration.
6. For the purposes of this Temporary Additional NNI Upsize Migration Rebate, the **Minimum Cumulative Amount** for an NNI Upsize Migration is equal to:
   * + - 1. if the Source NNI Group comprises 1G NNI Bearers, 4 times the Activation Charge for a 1000BaseLX NNI Bearer; or
         2. if the Source NNI Group comprises 10G NNI Bearers, 4 times the Activation Charge for a 10GBaseLR NNI Bearer.
7. Subject to section B1.15.1(c), the amount of the Temporary Additional NNI Upsize Migration Rebate for each eligible NNI Upsize Migration will be equal to the difference between:
8. the amount of the NNI Upsize Migration Rebate that is payable in respect of that NNI Upsize Migration under section B1.11; and
9. the Minimum Cumulative Amount for that NNI Upsize Migration.
10. The amount of the Temporary Additional NNI Upsize Migration Rebate payable in respect of any NNI Upsize Migration will not exceed an amount that is equal to:
11. the Activation Charges payable for the Target NNI Group for that NNI Upsize Migration, as set out in the **nbn**® Ethernet Price List; minus
12. the NNI Upsize Migration Rebate that is payable in respect of that NNI Upsize Migration under section B1.11,

(the **Rebate Cap**).

***Examples:*** *The table below sets out some illustrative examples on the application of the Temporary Additional NNI Upsize Migration Rebate.*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | NNI Upsize Migration | | NNI Upsize Migration Rebate | Minimum Cumulative Amount | Rebate Cap | Temporary Additional NNI Upsize Migration Rebate | Total of Temporary Additional NNI Upsize Migration Rebate plus NNI Upsize Migration Rebate (as displayed on RSP’s invoice) |
| Activation Charge for Source NNI Group | Activation Charge for Target NNI Group |
| Example 1  1G LX upsize to 10G LR single-chassis | **$1,000**  *(Activation Charge for 1 x 1000BaseLX NNI Bearer)* | **$3,000**  *(Activation Charge for 1 x 10GBaseLR NNI Bearer)* | **$1,000**  *(Activation Charge for NNI Bearer in Source NNI Group)* | **$4,000**  *(4 times the Activation Charge for a 1000BaseLX NNI Bearer)* | **$2,000**  *($3,000 Activation Charge for Target NNI Group, minus $1,000 NNI Upsize Migration Rebate)* | **$2,000**  *(The difference between the NNI Upsize Migration Rebate and the Minimum Cumulative Amount, being $3,000, would exceed the $2,000 Rebate Cap, so the Rebate Cap applies)* | **$3,000**  *($1,000 + $2,000)* |
| Example 2  10G ER upsize to 100G ER diverse chassis | **$8,000**  *(Activation Charge for 2 x 10GBaseER NNI Bearers)* | **$48,000**  *(Activation Charge for 2 x 100GBaseER4* *NNI Bearers)* | **$8,000**  *(Activation Charge for NNI Bearers in Source NNI Group)* | **$12,000**  *(4 times the Activation Charge for a 10GBaseLR NNI Bearer)* | **$40,000**  *($48,000 Activation Charge for Target NNI Group, minus $8,000 NNI Upsize Migration Rebate)* | **$4,000**  *(Equals the difference between the NNI Upsize Migration Rebate and the Minimum Cumulative Amount)* | **$12,000**  *($8,000 + $4,000)* |

B1.15.2 Process to Claim

**nbn** will automatically apply the Temporary Additional NNI Upsize Migration Rebate.

***Note:*** *The Temporary Additional NNI Upsize Migration Rebate and associated NNI Upsize Migration Rebate will be included on RSP’s invoice as a single rebate amount.*

1. **Connect the Unconnected Rebate H2 FY25**

Discounts, Credits and Rebates Annexure to the **nbn**® Ethernet Price List v5.6

Part A List of current Discounts, Credits, Rebates and Waivers

A1.1 Current Discounts, Credits, Rebates and Waivers

The following Discounts, Credits, Rebates and Waivers are currently available to RSP subject to the corresponding conditions set out in Parts B and C.

| # | Name | Description | Duration | Campaign Period | Details and conditions |
| --- | --- | --- | --- | --- | --- |
| Long-term Discounts, Credits, Rebates and Waivers (Part B) | | | | | |
| Module B1: General | | | | | |
| […] | […] | […] | […] | […] | […] |
| 33 | **Connect the Unconnected Rebate H2 FY25** | A Rebate to increase access to **nbn**® Ethernet at locations unconnected to the **nbn**® Network for greater than 3 months. | 1 January 2025 to 30 June 2025 | 1 January 2025 to 30 June 2025 | Section C2.3 |

Module C2: Campaign Discounts

***Note:*** *The Short-term Discounts, Credits, Rebates and Waivers set out in this Module C2: Campaign Discounts are Campaign Discounts are made available by* ***nbn*** *to RSPs subject to the Master Campaign Terms which are set out in Part D of this document.*

*When reviewing the Discounts, Credits, Rebates and Waivers set out in this Module C2 please ensure you review not only the content in the tables below and also the Master Campaign Terms in Part D.*

C2.3 Connect the Unconnected Rebate H2 FY25

| **Section** | **Issue** | **Detail** |
| --- | --- | --- |
|  | **Name of the Campaign Discount and Campaign ID** | **Name of the Campaign Discount:** Connect the Unconnected Rebate H2 FY25  **Campaign ID**: Unconnected-H2-FY25 |
|  | **Objective** | To increase access to **nbn**® Ethernet at locations unconnected to the **nbn**® Network for greater than 3 months. |
|  | **Campaign Period** | 1 January 2025 (**Start Date**) to 30 June 2025 (**End Date**) (inclusive) |
|  | **Discount Period** | N/A |
|  | **Amount of the Campaign Discount** | Subject to RSP satisfying the applicable Performance Target, **nbn** will provide RSP with a one-time payment set out below for each Eligible AVC with an Eligible Bandwidth Profile:   | Eligible Bandwidth Profile | | | **nbn**® Network | Connect the Unconnected Rebate H2 FY25 | | --- | --- | --- | --- | --- | | AVC TC-4 downstream Mbps\* | | AVC TC-4 upstream Mbps\* | | 25 | | 5 | FTTN, FTTC, FTTB, HFC, Fibre Wireless | $150 | | 25 | | 10 | FTTC, HFC, Fibre | $150 | | Wireless Plus | | | Wireless | $150 | | 25 | | 5-10 | FTTN, FTTB | $150 | | 50 | | 20 | HFC, FTTC, Fibre | $150 | | 25-50 | | 5-20 | FTTN, FTTB | $150 | | Home Fast | | | FTTN, FTTC, FTTB, HFC, Fibre | $450 | | 25-100 | | 5-40 | FTTN, FTTB | $450 | | 50-100 | | 20-40 | FTTC | $450 | | 100 | | 40 | HFC, Fibre | $450 | | Home Superfast | | | HFC, Fibre | $450 | | Home Ultrafast | | | HFC, Fibre | $450 | | Fixed Wireless Home Fast | | | Wireless | $450 | | Fixed Wireless Superfast | | | Wireless | $450 | | 250 | 100 | | Fibre | $450 | | 500 | 200 | | Fibre | $450 | | 1000 | 400 | | Fibre | $450 |   ***\* Note:*** *The Information Rates for the AVC TC-4 bandwidth profiles shown in this table are Peak Information Rates (PIR) except for Wireless Plus, which has potential maximum Information Rates. To be read subject to the Agreement, including the specific limitations in sections 3 and 13 of the* ***nbn****® Ethernet Product Description.* |
|  | **Eligible AVCs** | **Eligible AVC** means an AVC supplied as a result of a Connect Order that is:   1. the first Connect Order in respect of which both of the following conditions are satisfied:    1. the Connect Order relates to a Premises that is an Eligible Premises on the date that the Order Status is changed to In Progress and that Order Status change occurs during the Campaign Period; and    2. that Connect Order isCompleted on or before 30 June 2026; and 2. for an AVC TC-4 Product Component with an Eligible Bandwidth Profile. |
|  | **Performance Target** | þ **Yes** ¨ **No**  **Definitions**   1. For the purposes of this section C2.3, a **Connect the Unconnected Rebate H2 FY25 Order** means a Connect Order that is:    1. the first Connect Order placed In Progress during the Campaign Period that relates to a Premises that is an Eligible Premises on the date of that order being placed In Progress; and    2. for an AVC TC-4 Product Component with an Eligible Bandwidth Profile,   excluding, for clarity, Non-Infrastructure Type Transfers.  **Satisfaction of Performance Target**   1. In addition to notifying RSP of the Performance Target (or Performance Targets) under sectionD1.1.2(b)(i) of the Master Campaign Terms, **nbn** will also notify RSP of the indicative Performance Target for the Connect the Unconnected Rebate H2 FY25 by no later than 60 days before the start of the Performance Period to which that Performance Target relates. 2. RSP will have satisfied the applicable Performance Target for an Eligible AVC if, in the Performance Period in which the Connect Order for that Eligible AVC was placed In Progress, **nbn** has placed In Progress a total number of Connect the Unconnected Rebate H2 FY25 Orders equivalent to the Performance Target for that Performance Period, which orders: 3. are submitted by RSP; and 4. are for the same Alternative Segment (if applicable).   **Performance Periods**   1. The following Performance Periods apply for the Connect the Unconnected Rebate H2 FY25:  |  |  | | --- | --- | | **Period 1** | 1 January 2025 – 31 March 2025 | | **Period 2** | 1 April 2025 – 30 June 2025 |   **Requests for Performance Targets for Alternative Segments**   1. A request by RSP for separate sets of Performance Targets for Alternative Segments under section D1.1.2(d) of the Master Campaign Terms must be made at least 6 weeks before the start of the Performance Period for which RSP wishes to have separate sets of Performance Targets. 2. If **nbn** accepts a request to provide separate sets of Performance Targets for Alternative Segments under section D1.1.2(d) of the Master Campaign Terms or a request to resume providing a single set of Performance Targets under section D1.1.2(g) of the Master Campaign Terms, **nbn**: 3. will do so from the next Performance Period following **nbn**’s acceptance of any such request; and 4. may replace any Performance Target(s) previously notified to RSP in respect of that Performance Period.   **Performance Targets for RSP Groups**   1. Despite section D1.1.2(c) of the Master Campaign Terms, if RSP and one or more Other RSPs (together, an **RSP Group**) are Related Bodies Corporate on the Start Date for this Rebate, **nbn** will provide a single set of Performance Targets to RSP to apply to all **nbn**® Ethernet Product Components supplied to the RSP Group, and such Product Components will constitute the “Default Segment” for RSP for the purposes of the Master Campaign Terms as applicable to this Connect the Unconnected Rebate. 2. If section C2.3(g) applies in respect of RSP, RSP may request that **nbn** provide to RSP: 3. separate sets of Performance Targets to apply to all **nbn**® Ethernet Product Components supplied to RSP (as opposed to Other RSPs in the RSP Group); 4. separate sets of Performance Targets in accordance with section D1.1.2(d)(i) of the Master Campaign Terms; or 5. separate sets of Performance Targets in accordance with section D1.1.2(d)(ii)(B) of the Master Campaign Terms. 6. A request by RSP under section C2.3.7(h) will be taken to be a request under section D1.1.2(d) of the Master Campaign Terms and each category of Product Components subject to separate sets of Performance Targets under section C2.3.7(h) will constitute an “Alternative Segment” for the purposes of this Connect the Unconnected Rebate H2 FY25 and the Master Campaign Terms as applicable to this Connect the Unconnected Rebate H2 FY25. 7. If: 8. an RSP Group member other than RSP requests separate sets of Performance Targets under the equivalent provision to section D1.1.2(d)(ii)(B) of the Master Campaign Terms in that RSP Group member’s Other Wholesale Broadband Agreement; and 9. that request is accepted by **nbn** under that RSP Group member’s Other Wholesale Broadband Agreement,   then such separate sets of Performance Targets (or their equivalents as applicable to RSP) will automatically apply to RSP from the next Performance Period following **nbn**’s acceptance of any such request.   1. If: 2. an RSP Group member other than RSP requests separate sets of Performance Targets under the equivalent provision to section C2.3(h)(i)or section D1.1.2(d)(i) of the Master Campaign Terms in that RSP Group member’s Other Wholesale Broadband Agreement; and 3. that request is accepted by **nbn** under that RSP Group member’s Other Wholesale Broadband Agreement,   then, on or shortly after the date that such request is accepted by **nbn**, **nbn** will provide a separate set, or separate sets, of Performance Targets (as applicable) to apply to all **nbn**® Ethernet Product Components supplied to RSP in accordance with section C2.3.7(h) or section D1.1.2(d)(i) of the Master Campaign Terms (as applicable), and such Performance Targets will apply from the next Performance Period following **nbn**’s acceptance of the relevant request.  **Adjustment of Performance Targets**   1. **nbn** may notify an adjusted Performance Target that has been previously notified to RSP if **nbn** determines, acting reasonably, that the Performance Target was calculated in error (giving the RSP reasonable details of the calculation error and the basis for the corrected calculation). If **nbn** adjusts a Performance Target in accordance with this section C2.3.7(l), then from the date of notification, **nbn**: 2. will determine whether RSP has reached the Performance Target applicable to a Connect the Unconnected Rebate H2 FY25 Order, for the purposes of section C2.3.7(b), in accordance with such a revised Performance Target; and 3. may cease paying any Connect the Unconnected Rebate H2 FY25 for a Connect the Unconnected Rebate H2 FY25 Order which, under the adjusted Performance Target notified by **nbn**, is not eligible for a Connect the Unconnected Rebate H2 FY25.   **Performance Targets for RSPs entering into this Agreement after Start Date**   1. If RSP enters into this Agreement after the Start Date of this Connect the Unconnected Rebate H2 FY25, then despite sections D1.1.2(b) of the Master Campaign Terms and C2.3.7(b): 2. RSP will only be eligible for this Connect the Unconnected Rebate H2 FY25 from the Performance Period immediately after the Performance Period in which RSP enters into this Agreement; and 3. **nbn** will not provide RSP with a Performance Target (or any indicative Performance Target) in respect of any Performance Period prior to the Performance Period in which RSP becomes eligible for this Connect the Unconnected Rebate H2 FY25 (determined in accordance with section C2.3.7(m)(i)). |
|  | **List of Eligible Premises to be provided** | þ **Yes** ¨ **No** |
|  | **Other terms and conditions** | 1. Notwithstanding section D1.1.7 of the Master Campaign Terms, if RSP modifies an Eligible AVC during the Discount Period, the following consequences will apply:  |  |  | | --- | --- | | Status of Eligible AVC after Modify Order is Completed | Consequences for any applicable Connect the Unconnected Rebate H2 FY25 | | If within 90 days of the connection date, stops being an Eligible AVC because it is modified to have a bandwidth profile that is not an Eligible Bandwidth Profile or is disconnected | If nbn has paid a Connect the Unconnected Rebate H2 FY25, nbn will adjust the amount of any subsequent invoice it issues to RSP by adding, on a pro-rata daily basis, an amount equal to any Connect the Unconnected Rebate H2 FY25 paid by nbn (divided by 90 days). | | Resumes being an Eligible AVC after an intervening period in which it was not (e.g. because in that intervening period it had a bandwidth profile that is not an Eligible Bandwidth Profile) | The Connect the Unconnected Rebate H2 FY25 will not be reinstated for the part of the remaining Campaign Period (if any) after the Modify Order is Completed. | | Continues to be an Eligible AVC but was modified to be a different Eligible Bandwidth Profile which is eligible for a lower Connect the Unconnected Rebate H2 FY25 amount, within 90 days of the connection date | No adjustments to the paid Connect the Unconnected Rebate H2 FY25 will be made. nbn may elect to discontinue further Connect the Unconnected Rebate H2 FY25 if RSP does not maintain at least 85% of the Eligible AVCs for 90 days from the respective connection date at the originally connected Eligible Bandwidth Profile or higher. | |
|  | **Interaction with other Discounts, Credits and Rebates and the WBA** | Not applicable |