

Service Levels Schedule

Wholesale Broadband Agreement



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.

Service Levels Schedule

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.1 or 2.2.



NBN Co Networks: Fibre, Wireless, FTTB and FTTN



Version	Description	Effective Date
2.0	Issued on 9 December 2013	Execution Date
2.1	Clause 15(c) – waiver under Part 5 of the CSG Standard	11 February 2014
2.2A	Enhanced Fault rectification and TC-2 Performance Objectives	30 April 2014
2.3A	NEBS supplied by means of the NBN Co FTTB Network published on 19 December 2014	Later of 19 December 2014 and the Execution Date
2.3B	Transaction Manager notified on 12 December 2014	30 January 2015
2.4	NEBS supplied by means of the NBN Co FTTN Network published on 4 September 2015	Later of 18 September 2015 and the Execution Date

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Introduction

This document applies to a Wholesale Broadband Agreement if the Head Terms are version 2.1 or 2.2. If the Head Terms are version 2.1, then all references to the “NBN Co FTTN Network” are to be disregarded.

This document describes the Service Levels that apply to the products and services that NBN Co supplies to its customers. It also sets out the Performance Objectives that NBN Co will aim to achieve for certain Service Levels.

The Service Levels are arranged in this Service Levels Schedule to replicate the end user lifecycle experience: connections, appointments, activations, fault rectification, modifications, order processing and completion, availability and disconnections.

Failure to achieve a Service Level or a Performance Objective may give rise to consequences, such as an obligation on NBN Co to take corrective action or provide CSG Compensation or rebates.

This Service Levels Schedule also includes Operational Targets which are aspirational and do not give rise to corrective action, CSG Compensation or rebates.

Service Levels Schedule Roadmap

A roadmap describing the structure of this Service Level Schedule follows for the assistance of NBN Co customers.

Part A: Service Levels

Part A describes NBN Co's Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved (End User Connections and Enhanced Fault rectification). While not achieving a Service Level or Performance Objective is not a breach of this Agreement, NBN Co may be required to take Corrective Action under Part B.

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Part B: Measurement and Corrective Action

Part B sets out NBN Co's measurement, monitoring and reporting obligations and the mechanics involved in Corrective Action if NBN Co does not meet a Service Level or Performance Objective.

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Part C: CSG Compensation

Part C sets out the circumstances in which CSG Compensation will be payable by NBN Co.

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Part D: Operational Targets

Part D contains NBN Co's aspirational Operational Targets, which may be developed into Service Levels in the future. These Operational Targets are non-binding.

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Part E: Interpretation and exclusions

Part E contains the rules of interpretation and exclusions which apply to this Service Levels Schedule.

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Part A: Service Levels

1. End User Connections

This section 1 sets out the Service Levels and Connection Rebates that NBN Co offers for End User Connections.

1.1 Service Levels for End User Connections

- (a) From the Transition Date until 30 September 2014, the Service Levels for Standard Connections from the time of Order Acknowledgement for the NEBS are:

Location of Premises	NBN Co Fibre Network (Business Days)				NBN Co Wireless Network (Business Days)		
	Service Class 0	Service Class 1	Service Class 2	Service Class 3	Service Class 4	Service Class 5	Service Class 6
Urban Area	N/A	25	9	1	N/A	14	1
Major Rural Area or Minor Rural Area	N/A	25	19	1	N/A	19	1
Remote Area	N/A	25	19	1	N/A	19	1

- (b) From 1 October 2014 and thereafter, the Service Levels for Standard Connections from the time of Order Acknowledgement for the NEBS are:

Network	Service Class	Location of Premises and Service Level (Business Days)		
		Urban Area	Major Rural Area or Minor Rural Area	Remote Area
NBN Co Fibre Network	Service Class 0	N/A	N/A	N/A
	Service Class 1	14	19	19
	Service Class 2	9	14	19
	Service Class 3	1	1	1
NBN Co Wireless Network	Service Class 4	N/A	N/A	N/A
	Service Class 5	9	14	19
	Service Class 6	1	1	1
NBN Co FTTB Network and NBN Co FTTN Network	Service Class 10	N/A	N/A	N/A
	Service Class 11*	14	19	19
	Service Class 12	9	14	19
	Service Class 13	1	1	1

***Note:** Service Class 11 is not applicable to the NEBS where provided by means of the NBN Co FTTB Network.

- (c) From the Transition Date and thereafter, the Service Levels for Priority Assistance Connections in respect of Service Class 3 and 13 Premises and Accelerated Connections in respect of Service Class 1, 2, 11 and 12 Premises, from the time of Order Acknowledgement for the NEBS are:

Location of Premises	NBN Co Fibre Network, NBN Co FTTB Network and NBN Co FTTN Network	
	Priority Assistance Connection (hours) (Service Class 3 and 13 Premises only)	Accelerated Connection (Business Days) (Service Class 1, 2, 11 and 12 Premises only)
Urban Area	24	4
Major Rural Area	24	9
Minor Rural Area	24	14
Remote Area	48	N/A

1.2 Performance Objectives

- (a) NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section up to but not including the date which is 12 months after the FTTN Commercial Launch Date:
- (i) 90% or more of the total of all NBN Co customers' Standard Connections in respect of the NBN Co Fibre Network, NBN Co Wireless Network and NBN Co FTTB Network and Service Class 13 Premises served by means of the NBN Co FTTN Network completed in accordance with the relevant Service Level;
 - (ii) 80% or more of the total of all NBN Co customers' Standard Connections in respect of Service Class 11 and 12 Premises served by means of the NBN Co FTTN Network completed in accordance with the relevant Service Level;
 - (iii) 90% or more of the total of all NBN Co customers' Accelerated Connections in respect of the NBN Co Fibre Network, NBN Co Wireless Network and NBN Co FTTB Network completed in accordance with the relevant Service Level;
 - (iv) 80% or more of the total of all NBN Co customers' Accelerated Connections in respect of the NBN Co FTTN Network completed in accordance with the relevant Service Level; and
 - (v) in the case of Priority Assistance Connections, achieve the Service Level at all times.
- (b) NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section on and from the date which is 12 months after the FTTN Commercial Launch Date:
- (i) 90% or more of the total of all NBN Co customers' Standard Connections completed in accordance with the relevant Service Level;
 - (ii) 90% or more of the total of all NBN Co customers' Accelerated Connections completed in accordance with the relevant Service Level; and
 - (iii) in the case of Priority Assistance Connections, achieve the Service Level at all times.
- (c) Each of these Performance Objectives will be measured based on the total number of the relevant category of End User Connections each month.

1.3 Conditions

- (a) Customer must maintain and retain up-to-date and accurate records, materials, documents and correspondence relevant to each Accelerated Connection and Priority Assistance Connection that Customer orders in each CSA during each month and, on request, provide NBN Co with access to such information. Customer must cooperate with NBN Co to assist NBN Co with any review or audit of this information.
- (b) The Service Levels for End User Connections do not apply where Customer has failed to comply with the order process set out in Module 4 of the [NBN Co Operations Manual](#).

- (c) Without limiting the application of the rule in section 20.4, the Service Levels for End User Connections are the Service Levels that apply at the time of Order Acknowledgment of the relevant Connect Order.
- (d) If Customer orders a Standard Connection including the Battery Backup Service for a Service Class 3 Premises with a Power Supply (Standard) installed, the Service Levels for Service Class 2 Premises apply to that Standard Connection.

Note: Alternatively, Customer may place a Connect Order without the Battery Backup Service and then place a Modify Order to add the Battery Backup Service, as set out in Module 4 of the [NBN Co Operations Manual](#) and the Service Levels in section 10 will apply to that order.

- (e) If Customer places an order for a Priority Assistance Connection at a Service Class 1, Service Class 2, Service Class 11 or Service Class 12 Premises, it will be treated as either an Accelerated Connection order (if it is an Inactive Premises) or a Standard Connection order (if it is not an Inactive Premises) in accordance with Module 4 of the [NBN Co Operations Manual](#), and the Service Levels for that type of order will apply.
- (f) If Customer places an order for an Accelerated Connection at a Service Class 3 or Service Class 13 Premises, it will be treated as an order for a Standard Connection in accordance with Module 4 of the [NBN Co Operations Manual](#), and the relevant Standard Connection Service Levels (including the Service Levels specified in section 1.3(d) where applicable) will apply to the order.
- (g) The Accelerated Connection Service Levels do not apply unless Customer selects either:
 - (i) an Accelerated Connection Appointment within the applicable Service Level; or
 - (ii) where there are no available Accelerated Connection Appointments within the applicable Service Level, the next available Appointment.

1.4 Connection Rebate

- (a) A Connection Rebate may be payable in relation to Standard Connections. Connection Rebates do not apply to Priority Assistance Connections or Accelerated Connections.
- (b) Connection Rebates (if any) are calculated in accordance with the following formula:

Connection Rebate = ((Credit Instances × \$25) × Forecast Factor)

Where:

Credit Instances = (Reference Performance - Actual Performance) × Total Connections

Reference Performance means 90% each month.

Actual Performance means the percentage of Total Connections performed in accordance with the relevant Service Levels for Standard Connections (excluding Accelerated Connections and Priority Assistance Connections) in the relevant month.

Total Connections means the total number of Standard Connections (excluding Accelerated Connections and Priority Assistance Connections) in Service Class 1, Service Class 2, Service Class 5, Service Class 11 and Service Class 12 Premises completed by NBN Co for Customer in the relevant month.

Forecast Factor is 1 from the Transition Date until 1 October 2014, and thereafter will be determined as follows:

Customer Forecast Accuracy	Forecast Factor
>85% to <115%	1
70-85% or 115-130%	0.5
<70% or > 130%	0

No forecast submitted	0
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0

te: If the accuracy of the applicable forecast data in the Ready for Service Rollout Plan is <90% or >110%, the Forecast Factor will be 1.

$$\text{Customer Forecast Accuracy} = \frac{\text{Aggregate of all End User Connection Forecasts for all CSAs provided by Customer to NBN Co in respect of the relevant month}}{\text{Total number of End User Connections completed by NBN Co for Customer in the relevant month}} \times 100$$

Note: The End User Connection Forecast obligations for Customer are set out in Module 4 of the [NBN Co Operations Manual](#). The last forecast provided by Customer before the start of the relevant month will be used to calculate Customer Forecast Accuracy.

- (c) NBN Co will pay the Connection Rebates (if any) claimed by Customer in accordance with the claims process in section 6.5 of the [NBN Co Operations Manual](#).
- (d) Notwithstanding sections 1.4(a) to 1.4(c), during the period up to but not including the date which is 12 months after the FTTN Commercial Launch Date, any Connection Rebates will be calculated separately for:
- (i) Standard Connections in respect of Service Class 11 and 12 Premises served by means of the NBN Co FTTN Network (**Relevant FTTN Connections**); and
 - (ii) all other Standard Connections (**Other Connections**),
- as follows
- (iii) in calculating Credit Instances for all Other Connections, the Total Connections will not include any Relevant FTTN Connections;
 - (iv) in calculating Credit Instances for Relevant FTTN Connections:
 - (A) Total Connections will only include Relevant FTTN Connections; and
 - (B) the Reference Performance will be 80% each month.

1.5 Costs reimbursement for Priority Assistance Connections

If:

- (a) NBN Co does not achieve, or notifies Customer that it expects not to achieve, a Service Level for a Priority Assistance Connection at a Service Class 3 Premises where a Power Supply with Battery Backup is installed; and
- (b) Customer provides the relevant Designated End User with an interim service for the period until a connection is achieved,

NBN Co will pay Customer the Interim Service Amount. The process for determining and claiming this amount is set out in module 6 of the [NBN Co Operations Manual](#).

2. End User Connection Appointments and Professional Splitter Installation Appointments

This section 2 sets out the Service Levels that NBN Co offers for End User Connection Appointments and Professional Splitter Installation Appointments.

2.1 Service Levels for End User Connection Appointments and Professional Splitter Installation Appointments

The Service Levels for Appointments to attend a Premises made by Customer and confirmed by NBN Co for End User Connections and Professional Splitter Installations are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter
Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area or Remote Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

2.2 Performance Objectives

NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section:

- (a) 90% or more of the total of all NBN Co customers' appointments (excluding any initial appointments that were previously rescheduled) kept in accordance with the Service Levels;
- (b) 5% or less of all NBN Co customers' initial appointments rescheduled; and
- (c) 95% or more of all NBN Co customers' initial appointments that were previously rescheduled kept in accordance with the Service Levels.

Each of these Performance Objectives will be measured based on the total number of NBN Co customers' kept, missed or rescheduled initial appointments each month.

2.3 Conditions

- (a) NBN Co may change the Appointment window for any Appointment where the Designated End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises by:
 - (i) giving Customer at least 26 hours' notice; or
 - (ii) obtaining the agreement of the Designated End User (or their representative),
 prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.
- (b) For the purposes of this section 2, the term "rescheduled" means an appointment that must be rescheduled due to a failure or inability of NBN Co to attend a Premises within the Service Levels but does not include an appointment that is:

- (i) changed as permitted under section 2.3(a); or
 - (ii) rescheduled due to circumstances beyond NBN Co's reasonable control, including where NBN Co's failure or inability to attend an Appointment is caused or contributed to by Customer, a Downstream Customer or End User.
- (c) The Service Levels and Performance Objectives in this section 2 do not apply where the Designated End User (or their representative) was not at the Premises for the initial Appointment.

3. Activations

This section 3 sets out the Service Levels that NBN Co offers for Activations.

3.1 Service Levels for Activations

The Service Levels for Activations from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
CVC Activation	5
NNI Group Activation	15
Multicast Domain Activation	10

3.2 Performance Objectives

NBN Co will aim to achieve the Service Levels for Activations for 90% or more of the total of all NBN Co customers' Activations in each category. This Performance Objective will be measured based on the total number of all Activations (in the relevant category) each month.

4. Completion Advices

This section 4 sets out the Performance Objectives that NBN Co offers for Completion Advices.

4.1 Performance Objectives

NBN Co will aim to achieve the following Performance Objectives in respect of End User Connections for the NEBS supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network:

- (a) 50% or more of the total of all NBN Co customers' Completion Advices delivered within 30 minutes from the time of completion of the End User Connection;
- (b) Subject to section 4.2, 90% or more of the total of all NBN Co customers' Completion Advices delivered within 1 hour from the time of completion of the End User Connection; and
- (c) 99% or more of the total of all NBN Co customers' Completion Advices delivered by 5:00pm on the next Business Day after the time of completion of the End User Connection.

Each of these Performance Objectives will be measured based on the total number of End User Connections for all NBN Co customers each month in respect of the NEBS supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network.

4.2 Review

If in each month for 6 consecutive months, NBN Co achieves 95% or more of the total of all relevant NBN Co customers' Completion Advices delivered within 1 hour from the time of completion of the End

User Connection, the Performance Objective in section 4.1(b) will become 95% with effect from the beginning of the next month.

5. Remediation

- (a) Where NBN Co notifies Customer that a Remediation Case requires a Standard Remediation Solution or a Custom Remediation Solution, NBN Co's Performance Objective is to implement 90% or more of all customers' Custom Remediation Solutions and Standard Remediation Solutions in the following timeframe:

Activity	Performance Objective
Standard Remediation Solution or Custom Remediation Solution	On or before Remediation Target Date

- (b) The Performance Objective set out in section 5(a) will be measured based on the total number of all Standard Remediation Solutions and Custom Remediation Solutions implemented by NBN Co for all NBN Co customers each month.

6. Service Fault rectification

This section 6 sets out the Service Levels that NBN Co offers for Service Fault rectification (other than Enhanced Fault rectification).

6.1 Service Levels for End User Fault Response and End User Fault rectification

The Service Levels for End User Fault Response and rectification of End User Faults, each from the time a Trouble Ticket is raised, are:

Location of Premises	Service Level		
	End User Fault Response (hours)	End User Fault rectification	
		NBN Co Fibre Network and NBN Co Wireless Network	NBN Co FTTB Network and NBN Co FTTN Network
Urban Area and other locations where End User Fault does not require external or internal plant work or NBN Co attendance at Premises	1	3:00pm next Business Day	5:00pm next Business Day
Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or NBN Co attendance at Premises	1	1:00pm second Business Day	5:00pm second Business Day
Remote Area where End User Fault requires external or internal plant work or NBN Co attendance at Premises	1	11:00am third Business Day	5:00pm third Business Day

6.2 Service Levels for Priority Assistance Fault Response and Priority Assistance Fault rectification

The Service Levels for Priority Assistance Fault Response and rectification of Priority Assistance Faults, each from the time a Trouble Ticket is raised, are:

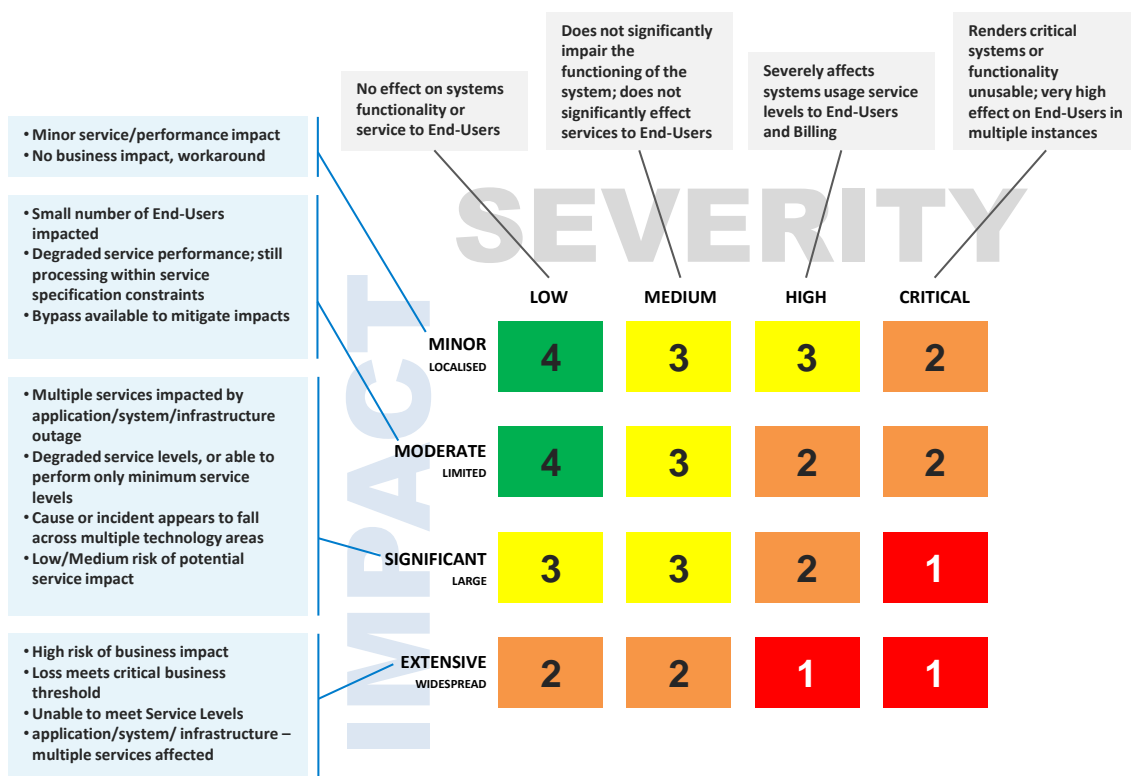
Location of Premises	Service Level	
	Priority Assistance Fault Response (hours)	Priority Assistance Fault rectification (hours)
Urban Area, Major Rural Area or Minor Rural Area. Remote Area where Priority Assistance Fault does not require external or internal plant work or NBN Co attendance at Premises.	1	24
Remote Area where Priority Assistance Fault requires external or internal plant work or NBN Co attendance at Premises	1	48

6.3 Service Levels for Network Fault Response and rectification

(a) The Service Levels for Network Fault Responses and rectification of Network Faults, each from the time a Trouble Ticket is raised, are:

Incident Priority (see table in (b) below)	Service Level	
	Network Fault Response (hours)	Network Fault rectification (hours)
1	0.5	6
2	1	12
3	2	20
4	4	28

(b) NBN Co will determine the incident priority for a Network Fault in accordance with the priority matrix below:



6.4 Performance Objectives

- (a) NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section:
- (i) where the NEBS is supplied by means of the NBN Co Fibre Network or the NBN Co Wireless Network:
 - (A) 95% or more of the total rectifications of all NBN Co customers’ End User Faults (excluding Priority Assistance Faults) rectified in accordance with the relevant Service Levels; and
 - (B) 95% of all Network Fault Responses provided and 95% of all Network Faults rectified in accordance with the relevant Service Levels;
 - (ii) where the NEBS is supplied by means of the NBN Co FTTB Network or the NBN Co FTTN Network:
 - (A) 90% or more of the total rectifications of all NBN Co customers’ End User Faults (excluding Priority Assistance Faults) rectified in accordance with the relevant Service Levels; and
 - (B) 90% of all Network Fault Responses provided and 90% of all Network Faults rectified in accordance with the relevant Service Levels;
 - (iii) in the case of rectification of Priority Assistance Faults, achieve the Service Level at all times; and
 - (iv) in the case of End User Fault Responses and Priority Assistance Fault Responses, achieve the Service Level at all times.

Each of these Performance Objectives will be measured based on the total number of Trouble Tickets raised by all NBN Co customers for the relevant category of Service Faults each month

and the total number of Service Faults rectified for the relevant category of Service Faults for all NBN Co customers each month.

6.5 Conditions

- (a) The Service Levels do not apply to End User Faults or Network Faults caused by use of an Ordered Product which breaches the [Fair Use Policy](#).
- (b) If more than 3 End User Faults occur in any 60 day period in respect of the same End User, then as soon as reasonably practicable following a request by Customer or following the identification of that event by NBN Co, NBN Co will take all steps that are reasonably practicable in the circumstances to address the recurrence of End User Faults in respect of the relevant End User.
- (c) The Service Levels for Service Faults do not apply if Customer does not use the correct notification procedure in accordance with Module 5 of the [NBN Co Operations Manual](#).
- (d) The Service Levels for Service Fault response and rectification are the Service Levels that apply at the time the relevant Trouble Ticket is raised.

6.6 Costs reimbursement for Priority Assistance Fault rectification

If:

- (a) NBN Co does not achieve, or notifies a Customer that it expects not to achieve, a Priority Assistance Fault rectification Service Level; and
- (b) Customer provides the relevant Designated End User with an interim service for the period until the fault is rectified,

NBN Co will pay Customer the Interim Service Amount. The process for determining and claiming this amount is set out in Module 6 of the [NBN Co Operations Manual](#).

7. Enhanced Fault rectification

This section 7 sets out the Service Levels and Commercial Rebates that NBN Co offers for Enhanced Fault rectification.

7.1 Service Levels for Enhanced Fault rectification

The Service Levels for rectification of Enhanced Faults, each from the time a Trouble Ticket is raised, are:

Location of Premises	Enhanced Fault Rectification Service option			
	Enhanced-8	Enhanced-12	Enhanced-8 (24/7)	Enhanced-12 (24/7)
	Service Level (hours)*			
Urban Area.	8	12	8	12
Major Rural Area, Minor Rural Area and Remote Area where the Enhanced Fault does not require external or internal plant work or NBN Co attendance at Premises.	22	26	22	26

Major Rural Area and Minor Rural Area where the Enhanced Fault requires external or internal plant work or NBN Co attendance at Premises				
Remote Area where the Enhanced Fault requires external or internal plant work or NBN Co attendance at Premises	36	40	36	40

***Note:** The Service Levels above are each calculated by reference to the Operational Hours that apply to the relevant Enhanced Fault Rectification Service option. Part E explains how Operational Hours are calculated.

7.2 Performance Objective

NBN Co will aim to achieve 95% or more of the total of all NBN Co customers' Enhanced Faults rectified in accordance with the Service Levels each month. This Performance Objective will be measured based on the total number of all NBN Co customers' Enhanced Fault rectifications each month.

7.3 Calculation of the Enhanced Fault Rectification Rebate

Where NBN Co supplies Customer with an Enhanced Fault Rectification Service in respect of an Ordered Product, NBN Co will provide Customer with an Enhanced Fault Rectification Rebate if NBN Co does not achieve an Enhanced Fault rectification Service Level in respect of that Ordered Product as follows:

Enhanced Fault not rectified in accordance with Service Level	Rebate Amount per Ordered Product
First occurrence in Billing Period	The relevant Enhanced Fault Rectification Service recurring Charge payable by Customer in the relevant Billing Period
First and each subsequent occurrence in Billing Period	20% per full hour in excess of the Service Level for the Enhanced Fault Rectification Service, of the AVC and UNI recurring Charges payable by Customer for that Billing Period

7.4 Conditions

- The Enhanced Fault Rectification Rebate for an Ordered Product is capped in each Billing Period at the total of the AVC and UNI recurring Charges payable for the supply of the Ordered Product in that Billing Period.
- NBN Co will credit Customer within 6 months of the relevant Billing Period the amount of any Enhanced Fault Rectification Rebate claimed by Customer in accordance with the claims process contained in section 6.5 of the [NBN Co Operations Manual](#).

7.5 No double recovery

NBN Co is not required to pay Customer a Rebate under section 7.3 to the extent that NBN Co has paid Customer CSG Compensation pursuant to section 17, or has already compensated Customer (or been found liable by a court of competent jurisdiction to compensate Customer) pursuant to section 118A of the TCPSS Act, for the act or omission of NBN Co giving rise to the rebate.

8. End User Fault rectification Appointments

This section 8 sets out the Service Levels that NBN Co offers for End User Fault rectification Appointments.

8.1 Service Levels for kept End User Fault rectification Appointments

The Service Levels for Appointments to attend a Premises made by Customer and confirmed by NBN Co for rectification of End User Faults (including Enhanced Faults and Priority Assistance Faults) are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter
Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area or Remote Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

8.2 Performance Objective

NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section:

- (a) 90% or more of all NBN Co customers' appointments (excluding any initial appointments that were previously rescheduled) kept in accordance with the Service Levels;
- (b) 5% or less of all NBN Co customers' initial appointments rescheduled; and
- (c) 95% or more of all NBN Co customers' initial appointments that were previously rescheduled kept in accordance with the Service Levels; and

Each of these Performance Objectives will be measured based on the total number of all NBN Co's customers' kept, missed or rescheduled initial appointments each month.

8.3 Conditions

- (a) NBN Co may change the Appointment window for any Appointment where the Designated End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises by:
 - (i) giving Customer more than 26 hours' notice; or
 - (ii) obtaining the agreement of the Designated End User (or their representative),
prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.
- (b) For the purposes of this section 8, the term "rescheduled" means an appointment that must be rescheduled due to a failure or inability of NBN Co to attend a Premises within the Service Levels but does not include an appointment where the Appointment window is:
 - (i) changed as permitted under section 8.3(a); or

- (ii) rescheduled due to circumstances beyond NBN Co's reasonable control, including where NBN Co's failure or inability to attend an Appointment is caused or contributed to by Customer, a Downstream Customer or End User.
- (c) The Service Levels and Performance Objectives in this section 8 do not apply where the Designated End User (or their representative) was not at the Premises for the initial Appointment.

9. Voiceband Reinstatement and Transition Reversals

This section 9 sets out the Performance Objectives that NBN Co offers for Voiceband Reinstatements and Transition Reversals.

9.1 Performance Objectives

NBN Co will aim to complete 90% or more of all Voiceband Reinstatements and Transition Reversals in the following timeframes from the time of acknowledgement by NBN Co of its acceptance of a Service Request for a Voiceband Reinstatement or Transition Reversal (as the case may be):

Location of Premises	Business Days
Urban Area	4
Major Rural Area	9
Minor Rural Area	14
Remote Area	N/A

This Performance Objective will be measured based on the total number of Voiceband Reinstatements and Transition Reversals accepted by NBN Co for all NBN Co customers each month.

9.2 Conditions

The Performance Objective for Voiceband Reinstatements and Transition Reversals does not apply to a Voiceband Reinstatement or Transition Reversal where an NBN Co customer failed to comply with the Service Request process set out in Module 4 of the [NBN Co Operations Manual](#).

10. Modifications

This section 10 sets out the Service Levels that NBN Co offers for modifications.

10.1 Service Levels for Access Component Modifications

- (a) The Service Levels for Access Component Modifications that do not require attendance at Premises from the time of Order Acknowledgement are:

Activity	Service Level (Business Day)
Access Component Modification (no attendance at Premises required)	1

- (b) The Service Levels for Access Component Modifications that require attendance at Premises, Professional Splitter Installations and Priority Assistance Modifications at Premises where a Power Supply (Standard) is installed, from the time of Order Acknowledgement are:

Location of Premises	Service Level (Business Day)	
	Transition Date to 30 September 2014	1 October 2014 onwards
Urban Area	9	9
Major Rural Area or Minor Rural Area	19	14
Remote Area	19	19

- (c) The Service Levels for Priority Assistance Modifications in respect of Premises where a Power Supply with Battery Backup is installed, from the time of Order Acknowledgement are:

Location of Premises	NBN Co Fibre Network
	Priority Assistance Connection (hours)
Urban Area, Major Rural Area or Minor Rural Area	24
Remote Area	48

10.2 Connectivity Component modifications

The Service Levels for Connectivity Component modifications from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
CVC Component Modification	5

10.3 Multicast Domain Modifications

The Service Levels for Multicast Domain Modifications from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Service Impacting Multicast Domain Modification or Non-Service Impacting Multicast Domain Modification	5

10.4 Exceeded Configured Peak Bandwidth Event in relation to a Multicast Domain

The Service Level for responding to an Exceeded Configured Peak Bandwidth Event in relation to a Multicast Domain from the time of that event is:

Activity	Service Level Response
Notification of Exceeded Configured Peak Bandwidth Event	Within 30 minutes of the exceeded bandwidth event

10.5 Performance Objectives

NBN Co will aim to achieve the Service Levels for 90% or more of the total of all NBN Co customers' modifications in each category of modification and the response to an Exceeded Configured Peak Bandwidth Event, as set out in this Section 10. Each of these Performance Objectives will be measured based on the total number of modifications (in the relevant category) or Exceeded Configured Peak Bandwidth Event responses each month.

10.6 Conditions

- (a) Customer must maintain and retain up-to-date and accurate records, materials, documents and correspondence relevant to each Priority Assistance Modification and, on request, provide NBN Co with access to such information. Customer must cooperate with NBN Co to assist NBN Co with any review or audit of this information.
- (b) NBN Co will only contact Customer in relation to Exceeded Configured Peak Bandwidth Events in accordance with the process set out in Module 5 of the [NBN Co Operations Manual](#).

11. Disconnections

This section 11 sets out the Service Levels that NBN Co offers for disconnections.

11.1 Service Levels for Access Component Disconnections

The Service Levels for Access Component Disconnections are:

Activity	Service Level (Business Days)
Order received on a Business Day	Completed by the end of the following Business Day

11.2 Performance Objective

NBN Co will aim to achieve the Service Levels for Access Component Disconnections for 90% or more of the total of all NBN Co customers' Access Component Disconnections. This target will be measured based on the total number of all NBN Co customers' Access Component Disconnections each month.

12. Facilities Access Service orders

This section 12 sets out the Service Levels that NBN Co offers for Facilities Access Service orders.

12.1 Service Levels for Facilities Access Service Order Processing

The Service Levels for Facilities Access Service Order Processing from the time Customer places order are:

Activity	Service Level (Business Days)
Allocation and set-up of Rack Space for NBN Co Co-location with or without installation of NBN Co ODF Termination Point and/or installation of Cross Connects	10
Installation of NBN Co ODF Termination Point and/or installation of Cross Connects (without allocation and set up of Rack Space for NBN Co Co-location)	2
Preliminary order assessment for the NBN Co Building Entry Service	5

12.2 Service Levels for Facilities Access Service Order Completion

The Service Levels for Facilities Access Service Order Completion from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Allocation and set-up of Rack Space for NBN Co Co-location, with or without installation of NBN Co ODF Termination Point and/or installation of Cross Connects	20
Installation of NBN Co ODF Termination Point with or without installation of Cross Connects (without allocation and set up of Rack Space for NBN Co Co-location)	10 + 5 if POI Site outside Urban Area
Installation of Cross Connects	5 + 5 if POI Site outside Urban Area
Completion of Feasibility Study for the NBN Co Building Entry Service	15

12.3 Performance Objectives

NBN Co will aim to achieve the following Performance Objectives for the Service Levels set out in this section:

- (a) 90% or more of the total Facilities Access Service Order Processing processed; and
- (b) 90% or more of the total Facilities Access Service Order Completion completed,

for all NBN Co customers' Facilities Access Service orders in accordance with the relevant Service Levels. Each of these Performance Objectives will be measured based on the total number of all NBN Co customers' Facilities Access Service orders each month.

13. NBN Co Platform Interfacing Service availability

This section 13 sets out the Service Levels that NBN Co offers for the NBN Co Platform Interfacing Service availability.

13.1 Performance Objective for NBN Co Platform Interfacing Service availability

- (a) NBN Co will aim to achieve the following Performance Objective for availability of the NBN Co Platform Interfacing Service in respect of Products supplied by means of the NBN Co Fibre Network and NBN Co Wireless Network:

Period	Service Level (availability per Quarter)
Transition Date and thereafter	99%

- (b) NBN Co will aim to achieve the following Performance Objective for availability of the NBN Co Platform Interfacing Service in respect of Products supplied by means of the NBN Co FTTB Network and NBN Co FTTN Network:

Period	Service Level (availability per Quarter)
Up to 29 February 2016	97%

1 March 2016 and thereafter

99%

- (c) Each of these Performance Objectives will be measured based on availability of the NBN Co Platform Interfacing Service to all NBN Co customers and reported each month.

13.2 Measuring NBN Co Platform Interfacing Service availability

For the purposes of measuring the NBN Co Platform Interfacing Service Performance Objective, “availability” is calculated as follows:

$$\frac{(\textit{Measurement Period} - \textit{Unavailable Time})}{\textit{Measurement Period}} \times 100$$

Where, for the purposes of this section 13.2:

Measurement Period means the number of minutes in any rolling 3 month period.

Unavailable Time means:

- (i) the number of minutes in the Measurement Period when Customer does not receive a response to Address Enquiries, Site Qualification Enquiries, Appointment availability enquiries, Appointment reservation, Order Feasibility Checks (B2B Access only), or is unable to submit an order or Trouble Ticket; less
- (ii) any time:
 - (A) when the NBN Co Platform Interfacing Service is non-operational due to any event or matter excluded under section 21; and/or
 - (B) during a Planned Outage or an Emergency Outage.

14. Network performance and availability

This section 14 sets out the Service Levels that NBN Co offers for Network Availability, utilisation management and traffic class operations.

14.1 Performance Objective for Network Availability

- (a) NBN Co will aim to achieve Network Availability of 99.90% in respect of all NBN Co customers’ NEBS ordered products during the previous 12 month period. This Performance Objective will be measured based on combined availability of each NEBS ordered product (between NNI operating in chassis-diverse mode and the UNI) supplied by NBN Co to all NBN Co customers each Quarter for the previous 12 months.
- (b) Network Availability is calculated as follows:

$$\frac{(\textit{Measurement Period} - \textit{Unavailable Time})}{\textit{Measurement Period}} \times 100$$

Where, for the purposes of this section 14:

Measurement Period means, in respect of the relevant 12 month period, the aggregate of the total number of minutes for which NBN Co has agreed to supply each NEBS ordered product to all NBN Co customers during that 12 month period (excluding Planned Outages).

Unavailable Time means, in respect of the relevant 12 month period, the total number of minutes that each NEBS ordered product which NBN Co has agreed to supply to all NBN Co customers during that 12 month period (excluding Planned Outages) was Unavailable.

Unavailable means where TC-1, TC-2 and/or TC-4 connectivity between the NNI operating in chassis-diverse mode and the UNI is Lost. This is measured from the time of Trouble Ticket Acknowledgement in respect of a valid Trouble Ticket in relation to that loss of connectivity, until time at which NBN Co closes that Trouble Ticket, in accordance with Module 5 of the [NBN Co Operations Manual](#).

Lost means where a Service Fault has occurred, NBN Co has issued a Trouble Ticket in respect of the Service Fault and NBN Co has determined, acting reasonably, that the Service Fault relates to a total loss of connectivity in relation to an ordered product.

14.2 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network and NBN Co Wireless Network are in active operation and excludes any time when modifications, activations or installations are occurring. When calculating Network Availability, Unavailable Time does not apply where connectivity is Lost owing to:
- (i) any event or matter excluded under section 21;
 - (ii) a matter, thing, event or circumstance that occurs outside the NBN Co Network Boundaries;
 - (iii) any Power Outage:
 - (A) at an MDU Site or affecting any NBN Co Equipment located at that MDU Site; or
 - (B) affecting an NBN Co Node or any other active equipment that forms part of the NBN Co FTTN Network and is not located within a Type 1 Facility or a Type 2 Facility; or
 - (iv) breach of the relevant [Fair Use Policy](#).
- (b) The Performance Objective for Network Availability is based on modelling using a set of assumptions regarding future network performance and may be modified by NBN Co following analysis of empirical Network Availability performance data gathered over time.

14.3 Performance Objectives for Utilisation Management

- (a) Parts of the NBN Co Fibre Network, NBN Co FTTB Network and NBN Co FTTN Network are used to supply in AVC TC-4 (PIR) on the NBN Co Fibre Network, NBN Co FTTB Network and NBN Co FTTN Network in a contended manner, including NBN Co's transit backhaul network (the **Shared Network Resources**). NBN Co will dimension the average busy hour throughput of the Shared Network Resources at a minimum of:
- (i) 150kbps per AVC TC-4 (PIR) for the following AVC TC-4 bandwidth profiles together:
 - (A) in the case of the NBN Co Fibre Network, 12/1 Mbps, 25/5 Mbps, 25/10 Mbps, 50/20 Mbps and 100/40 Mbps; and
 - (B) in the case of the NBN Co FTTB Network and NBN Co FTTN Network, 12/1 Mbps, 25/5 Mbps, 25/5-10 Mbps, 25-50/5-20 Mbps and 25-100/5-40 Mbps; and
 - (ii) in the case of the NBN Co Fibre Network, 2Mbps per AVC TC-4 for the following AVC TC-4 bandwidth profiles together: 250/100 Mbps, 500/200 Mbps and 1000/400 Mbps.
- (b) If NBN Co considers that:

- (i) more than 70% of a Shared Network Resource is being or has been utilised for a continuous period of 30 minutes or more on 3 or more separate occasions during any fixed 21 day period (**Utilisation Threshold**); and
- (ii) the excess utilisation is not due to one-off network events (such as fail-over to a reduced capacity secondary link) or breach of the [Fair Use Policy](#),

NBN Co will aim to return the utilisation of the relevant Shared Network Resource to, at or below the Utilisation Threshold, within 15 Business Days (**Utilisation Management Performance Objective**).

14.4 Conditions for Utilisation Management Performance Objective

- (a) The Utilisation Management Performance Objective only applies in relation to Shared Network Resources.
- (b) NBN Co will not be required to take any action to achieve the Utilisation Management Performance Objective in relation to any non-NBN Co transit backhaul networks.

14.5 Performance Objectives for Traffic Class Operations

NBN Co will aim to achieve the following standards (on an individual traffic class basis) for each traffic class:

Traffic Class	NBN Co Network	Frame Delay (One-Way)	Frame Delay Variation	Frame Loss
TC-1	NBN Co Fibre Network	≤ 6msec	≤ 3msec	≤ 0.01%
	NBN Co FTTB Network NBN Co FTTN Network	≤ 25msec	≤ 10msec	≤ 0.04%
	NBN Co Wireless Network	≤ 40msec	≤ 50msec	≤ 0.04%
TC-2	NBN Co Fibre Network	≤ 6msec	≤ 10msec	≤ 0.01%
	NBN Co FTTB Network NBN Co FTTN Network	≤ 25msec	≤ 16msec	≤ 0.04%
	Not applicable	Not applicable	Not applicable	Not applicable

Where, in this section 14:

- (a) **Frame Delay** refers to average, one-way propagation delay for a frame from UNI to NNI, where the delay is defined as the time elapsed since the start of transmission of the first bit of the frame at the frame source until the reception of the last bit of the frame at its destination.
- (b) **Frame Delay Variation** is a measure of the average variation in delay between the arrival of pair of service frames, where the service frames belong to the same traffic class instance or grouping. Measured to 99.9%.
- (c) **Frame Loss** means a ratio of the number of service frames not delivered, divided by the total number of service frames transmitted.

14.6 Conditions for Traffic Class Operations Performance Objective

- (a) The Performance Objectives for traffic class operations are only applicable under the following conditions:

Traffic Class	Layer 2 Frame Size at NNI (Bytes)	Frame Inter-Arrival	CVC Traffic Class Capacity Utilisation
TC-1	250	Periodic	≤ 70%
TC-2	1500	Not Applicable	≤ 70%

- (b) Frame Delay guidance is provided between UNI and NNI distances less than 100km. In the case of UNI to NNI distance > 100km, an extra allowance of 1.4msec latency per additional 200km air path (as the crow flies) distance (or part thereof) is required.
- (c) The Performance Objectives do not apply to:
 - (i) services utilising the UNI-V over the NBN Co Fibre Network because they are subject to additional performance-affecting processing which will impact end-to-end performance; and
 - (ii) Ordered Products supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network, where the Line Rate is not capable of supporting the provision of all AVC TC-1 and AVC TC-2 bandwidth profiles ordered by Customer in respect of that Ordered Product (see section 5.1.1.3.3 of the [Product Technical Specification for the NBN Co Ethernet Bitstream Service - FTTB/FTTN](#)).
- (d) The Layer 2 Frame Size and Frame Inter-Arrival values must result in a data stream which is less than or equal to the subscribed Traffic Class CIR.
- (e) Each traffic class must be validated in the presence of no other traffic from other traffic classes within the AVC.

Part B: Measurement and Corrective Action

15. Measurement

15.1 Measurement and monitoring

NBN Co will measure and monitor its performance, and produce reports based on that information, in relation to each Activity, Network Availability, NBN Co Platform Interfacing Service availability and Operational Targets for B2B Access (**Performance Reports**).

15.2 Information accuracy

- (a) Performance Reports and any measurement and monitoring information produced by NBN Co are the Confidential Information of NBN Co.
- (b) NBN Co will:
 - (i) use its reasonable endeavours to:
 - (A) ensure that the Performance Reports generated by the measurement and monitoring tools are accurate (including by correcting any inaccuracies); and
 - (B) notify Customer within 10 Business Days of becoming aware of any inaccuracy; and
 - (ii) engage an independent auditor to review the general accuracy of its measurement and monitoring tools at least once during the Term and notify Customer of the outcome of that review.

15.3 Reporting

- (a) NBN Co will provide a Performance Report to Customer on its performance of:
 - (i) the Activities in each month, on or about 20 Business Days after the end of the month;
 - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the Quarter; and
 - (iii) Network Availability and NBN Co Platform Interfacing Service availability in the last 12 months, on or about 20 Business Days after the end of the Quarter.
- (b) NBN Co may from the time to time include additional information about NBN Co's performance in its Performance Reports as NBN Co's measurement and monitoring tools are developed.

15.4 Data Enquiries

- (a) Customer may, acting reasonably, make a Data Enquiry (via the NBN Co Relationship Points of Contact) within 6 months after the end of the period to which the Performance Report applies.
- (b) NBN Co must use reasonable endeavours to respond to a Data Enquiry within 10 Business Days after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

16. Corrective Action

16.1 Corrective Action

- (a) Subject to section 16.2, if:
 - (i) NBN Co does not achieve a Service Level, then as soon as reasonably practicable following a request by Customer, NBN Co will take Corrective Action; and
 - (ii) NBN Co does not achieve a Performance Objective, then as soon as reasonably practicable following a request by Customer or following the identification of that non-achievement by NBN Co, NBN Co will take Corrective Action.
- (b) Where Customer has notified NBN Co of a non-achievement under section 16.1(a), NBN Co will:
 - (i) inform Customer of the reasons for that non-achievement;
 - (ii) inform Customer of the relevant Corrective Action that NBN Co will undertake to address the non-achievement; and
 - (iii) notify Customer as soon as reasonably practicable after Corrective Action is taken by NBN Co.

16.2 Conditions

- (a) NBN Co is not required to provide the information set out above or undertake any Corrective Action in a measurement period if NBN Co has already provided information or performed, or is in the process of performing, Corrective Action in relation to an earlier event with the same cause as the subsequent event.
- (b) Corrective Action in the case of Network Availability may include the incremental improvement of Network Availability as the NBN Co Network is expanded and improved in accordance with NBN Co's Rollout Plans.

Part C: CSG Compensation

17. CSG Compensation

17.1 NBN Co's obligation to credit CSG Compensation to Customer

- (a) Customer may claim from NBN Co, and NBN Co will credit to Customer, CSG Compensation on Accelerated Connections, Appointments associated with End User Connections, End User Fault rectifications and End User Fault rectification Appointments if:
- (i) Customer or Downstream Customer contravenes a performance standard that applies pursuant to the CSG Standard in respect of a Customer Product or Downstream Product;
 - (ii) the contravention relates to a particular Designated End User;
 - (iii) Customer warrants to NBN Co that Customer is liable to pay Primary Damages:
 - (A) to that Designated End User for that contravention; or
 - (B) to Downstream Customer as a direct result of Downstream Customer being liable to pay damages to that Designated End User for that contravention;
 - (iv) that contravention is wholly or partly caused or contributed to by an act or omission of NBN Co; and
 - (v) Customer has discharged its liability for the Primary Damages.
- (b) NBN Co is not obliged to pay or credit CSG Compensation to Customer unless Customer has:
- (i) in the case of an Accelerated Connection order:
 - (A) ordered the Access Components as Accelerated Connections where a Premises meets the requirements of an Accelerated Connection and the Access Components will be used as inputs to the supply of Downstream CSG Services; and
 - (B) selected either:
 - (1) an Accelerated Connection Appointment within the applicable Service Level; or
 - (2) where there are no available Accelerated Connection Appointments within the applicable Service Level, the next available Appointment;
 - (ii) mitigated the Primary Damages to which the claim relates in accordance with section 18; and
 - (iii) used reasonable endeavours to make a claim under this section 17 as soon as is reasonably practicable after Customer becomes aware of the liability to pay Primary Damages to that Downstream Customer and, in any event, within 2 years after Customer paid Primary Damages to that Downstream Customer or Designated End User.

17.2 When CSG is not payable

No CSG Compensation is payable under this section 17 and Customer waives any right which it may have to recover any amount from NBN Co pursuant to section 118A of the TCPSS Act, in respect of:

- (a) a Migration Connection; and
- (b) any Ordered Product supplied using the NBN Co Wireless Network.

17.3 Process for calculating, claiming and crediting CSG Compensation

- (a) Customer may claim from NBN Co, and NBN Co will credit to Customer, CSG Compensation in accordance with the processes set out in section 6.5 of the [NBN Co Operations Manual](#).
- (b) The amount of CSG Compensation that NBN Co is liable to credit under this Service Levels Schedule is the amount equal to that part of any Primary Damages caused or contributed to by NBN Co.

17.4 Audit rights

- (a) From time to time, NBN Co may appoint a person as a CSG Auditor.
- (b) Customer must cooperate with the CSG Auditor to assist with the audit of any claims for CSG Compensation made by Customer under this section 17.
- (c) Customer must disclose to the CSG Auditor all records, materials, documents and correspondence which is relevant to the audit, subject to the CSG Auditor entering into reasonable undertakings to protect the confidentiality of such information during the audit.
- (d) If NBN Co has paid or credited any CSG Compensation to Customer under this section 17, and it is subsequently determined (either as a result of the audit, or otherwise) that Customer was not entitled to claim that CSG Compensation from NBN Co, then:
 - (i) NBN Co may, at its discretion, notify Customer that the CSG Compensation it has previously paid or credited to Customer was wrongly paid or credited; and
 - (ii) Customer must pay the amount immediately to NBN Co.

18. Mitigation of damages

- (a) Customer must take all reasonable action to avoid or mitigate its liability to pay Primary Damages under the CSG Standard where NBN Co may be liable to pay CSG Compensation under this Service Level Schedule or secondary damages under s118A of the TCPSS Act.
- (b) For the purpose of section 18(a), actions that are reasonably available to Customer may include:
 - (i) Customer making a reasonable offer to supply the relevant End User with an alternative or interim service, including, the supply of a carriage service by means of the Copper Network or HFC Network so as to mitigate Customer's liability to pay Primary Damages under the CSG Standard;
 - (ii) Customer applying for and claiming the benefit of any applicable exemptions that may be available to Customer under Part 3 of the CSG Standard;
 - (iii) subject to section 18(c), requesting a Designated End User to provide a waiver under Part 5 of the CSG Standard where that Designated End User is not prohibited from providing that waiver under section 120(7) of the TCPSS Act; and
 - (iv) in the case of the universal service provider for the relevant universal service area, relying on its Standard Marketing Plan to avoid or mitigate its liability to pay Primary Damages under the CSG Standard.
- (c) Nothing in sections 18(a) or 18(b) requires Customer to request that a Designated End User provides a waiver under Part 5 of the CSG Standard in respect of a fault rectification performance standard under Part 2 Division 3 of the CSG Standard.

Part D: Operational Targets

19. Operational Targets

This section 19 sets out the Operational Targets that NBN Co has set in relation to certain Service Levels

The Operational Targets are non-binding and aspirational. They may be developed into Service Levels in the future.

19.1 End User Connections

NBN Co's Operational Target for Standard Connections ordered by Customer prior to 1 October 2014 is to complete those Standard Connections in accordance with the applicable Service Levels after 1 October 2014.

19.2 Fault Rectification

NBN Co's Operational Targets for Network Fault Updates are:

Operational Target activity	Operational Target
Network Fault Update (Incident priority 1)	Hourly
Network Fault Update (Incident priority 2)	Every 2 hours
Network Fault Update (Incident priority 3)	Every 4 hours
Network Fault Update (Incident priority 4)	Every 6 hours

Note: Refer to table in section 6.3(b) for incident priorities.

19.3 Access Component Modifications

NBN Co's Operational Targets for Access Component Modifications which do not require attendance at Premises from the time of Order Acknowledgement are:

Year	Operational Target (hours)
2014 and thereafter	6

19.4 Reporting of Utilisation Management for Shared Network Resources and Traffic Class Operational Performance Objectives

NBN Co will aim to introduce reporting on its performance against the Utilisation Management Performance Objective and the Performance Objectives for traffic class operations as soon as practicable and in any event by the end of 2014.

19.5 B2B Access response times

The Operational Targets for B2B Access business transaction response times between ingress and egress from the NBN Co B2B Gateway are:

Transaction description		Operational Target	
		Average	95% Percentile
Address Search		3 seconds	6 seconds
Single Site Qualification Enquiry		5 seconds	10 seconds
Appointment availability enquiry		5 seconds	10 seconds
Appointment reservation		5 seconds	10 seconds
Order Feasibility Check	Feasible	5 seconds	10 seconds
	Feasible - Appointment Required	7 seconds	13 seconds
	Feasible - Delayed	7 seconds	14 seconds
Order lodgement (submission received to Acknowledgement sent)		17 seconds	27 seconds
Service Restoration Trouble Ticket lodgement (submission received to Acknowledgement sent)		6 seconds	11 seconds

19.6 Measurement of Operational Targets

Operational Targets related to the performance of the NBN Co Platform Interfacing Service do not apply for the period and/or to the extent that NBN Co has deprioritised the processing of, and response to, Monitored Transactions in accordance with the Service Description for the NBN Co Platform Interfacing Service.

19.7 FTTB/FTTN End User Connections

NBN Co's Operational Target for End User Connections in respect of the NBN Co FTTB Network and the NBN Co FTTN Network is to complete the End User Connection by 3pm AEST on the Business Day on which the End User Connection is completed.

19.8 Remediation

NBN Co will aim to achieve the following Operational Target, measured from the date a Remediation Case is opened by NBN Co in accordance with the NBN Co Operations Manual:

Activity	Operational Target
Close the Remediation Case (where possible) or notify Customer that Remediation Case requires a Standard Remediation Solution or Custom Remediation Solution in accordance with section 5.2.6 of the NBN Co Operations Manual	40 Business Days

19.9 Network Availability

NBN Co will aim to achieve an Operational Target for Network Availability where the NEBS is supplied by means of the NBN Co FTTN Network of 99.70%, measured in accordance with and subject to the conditions in sections 14.1 and 14.2.

Part E: Interpretation and exclusions

20. Interpretation

20.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 0800 to 1700 local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
Priority Assistance Fault Response Priority Assistance Fault rectification Network Availability NBN Co Platform Interfacing Service availability Network Fault Response Network Fault rectification Utilisation management Traffic class operations Enhanced-12 (24/7) Enhanced-8 (24/7)	24 hours a day
Enhanced-12 Enhanced-8	0700 to 2100 local time at the Premises to which the Trouble Ticket relates
Facilities Access Service Order Processing service Remediation	0800 to 1700 Australian Eastern Time on Business Days

- (c) Unless specified otherwise, measurement of NBN Co's performance:
- (i) starts:
- (A) during Operational Hours, immediately; and
- (B) outside of Operational Hours, at the start of the next Operational Hour,
- after Order Acknowledgement, Trouble Ticket is raised, or Trouble Ticket Acknowledgement (as applicable); and
- (ii) ends at the time at which NBN Co notifies Customer (by any means permitted under this Agreement) that NBN Co has successfully completed the relevant work, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement.
- (d) If:
- (i) a 'Pending' Status is applied to any order or Trouble Ticket;
- (ii) a 'Held' Status is applied to any order or Trouble Ticket due to a matter beyond NBN Co's control; or
- (iii) a 'Resolved' Status is applied to any Trouble Ticket;
- measurement of NBN Co's performance will be suspended for the period that matter causes or contributes to that status.

20.2 Calculating time

(a) Unless otherwise specified:

If the period of time is expressed to	then the period of time
occur within a number of Business Days	<ul style="list-style-type: none"> ends at the end of the last Operational Hour on the last of those Business Days; and excludes the day on which the relevant order is placed, Trouble Ticket is raised or a Remediation Case is opened.
occur between 2 days	includes both days.
begin from a specified day or hour	does not include that particular day or hour (as the case may be).

(b) For the purposes of calculating the Business Day on which NBN Co completes an Activity, if NBN Co completes an Activity outside of Operational Hours, the Activity is deemed to have been completed during the immediately preceding Operational Hour.

20.3 Pro Rata measurement

If this Agreement is executed, terminated or expires part way through a measurement period, the measurement of NBN Co's performance under this Service Levels Schedule will be pro-rated to reflect that shorter period.

20.4 Effect of a Change to Service Class

If there is a change to a Service Class, the relevant performance standard applicable to the new Service Class will apply for the purposes of this Service Level Schedule from the time of change.

21. Exclusions

- (a) The sole consequence of a failure of NBN Co to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this Service Levels Schedule and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.
- (b) A failure to meet the Operational Targets will not be regarded as a breach of the Agreement.
- (c) Service Levels and Performance Objectives do not apply for the period and/or to the extent that NBN Co's ability to achieve a Service Level or Performance Objective is adversely affected by an Excluded Event, a Customer Event, Common MDU Site Equipment, inaccuracy, incompleteness, inadequacy in performance or unavailability of the FNN/ULL Database, inability for NBN Co or its Personnel to gain access to a location necessary to perform works, any matter, thing, event or circumstance that is not within NBN Co's reasonable control, or where this Agreement otherwise provides that NBN Co does not have an obligation to perform in accordance with the Service Levels or Performance Objectives.