Ancillary Charges Waiver Discount Notice

Discount name: Ancillary Charges Waiver

Date: 30 June 2016

This Discount Notice is provided to Customer in accordance with the Wholesale Broadband Agreement entered into between NBN Co and Customer.

1. **Background**

1.1 NBN Co previously notified Customer of a Discount Notice dated 26 April 2016 (**Former Discount Notice**).

1.2 NBN Co notifies Customer that on and from the HFC Commercial Launch Date, NBN Co will replace the Former Discount Notice with this Discount Notice to give Customer a further Discount by waiving Customer's payment of additional specified Charges related to the NEBS supplied by means of the NBN Co HFC Network and the NEBS supplied by means of the NBN Co Satellite Network. The Discount for the previously waived and additionally waived Charges is listed in paragraph 2 of this Discount Notice for the period specified in paragraph 2.2 of this Discount Notice.

2. **Discount - Ancillary Charges Waiver**

2.1 NBN Co waives its right to require Customer to pay the following Charges (each an **Ancillary Charge**) in respect of the NEBS Product during the period that this Discount Notice remains effective for the relevant Ancillary Charge (**Ancillary Charges Waiver**):

(a) Initial Non-Standard Installations (see Section 3.1 of the Price List);

(b) Subsequent Installations where the NEBS is supplied by means of the NBN Co Fibre Network, NBN Co Wireless Network or NBN Co Satellite Network only (see Section 3.1 of the Price List);

(c) any Labour Rate or Materials Charges above the minimum charge of $270 for Subsequent Installations where the NEBS is supplied by means of the NBN Co FTTB Network, NBN Co FTTN Network or NBN Co HFC Network (see Section 3.1 of the Price List);

(d) Access Component Reactivations where the NEBS is supplied by means of the NBN Co Satellite Network (see Section 3.1 of the Price List);

(e) Site Surveys where the NEBS is supplied by means of the NBN Co Satellite Network (see Section 3.1 of the Price List);

(f) Equipment Modifications (see Section 3.2 of the Price List);

(g) Equipment Removals where the NEBS is supplied by means of the NBN Co Fibre Network, NBN Co FTTB Network, NBN Co FTTN Network, NBN Co Wireless Network or NBN Co HFC Network (see Section 3.2 of the Price List);

(h) De-installation of ABG or NSS equipment in connection with the supply of the NEBS by means of the NBN Co Satellite Network (see Section 3.2 of the Price List);

(i) Equipment Repairs (see Section 3.2 of the Price List);

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(j) On Site Maintenance Call Outs where the NEBS is supplied by means of the NBN Co Satellite Network (see Section 3.3 of the Price List);

(k) No Fault Found (No Truck Roll Required) (see Section 3.3 of the Price List);

(l) No Fault Found (Truck Roll Required) (see Section 3.3 of the Price List);

(m) No Fault Found (Truck Roll Required and Professional Splitter Installation) where the NEBS is supplied by means of the NBN Co FTTB Network or NBN Co FTTN Network only (see Section 3.3 of the Price List);

(n) Late Cancellation (Site Visit Required) where the NEBS is supplied by means of the NBN Co FTTB Network, NBN Co FTTN Network, NBN Co Satellite Network or NBN Co HFC Network only (see Section 3.3 of the Price List);

(o) Missed Appointment where the NEBS is supplied by means of the NBN Co FTTB Network, NBN Co FTTN Network, NBN Co Satellite Network or NBN Co HFC Network only (see Section 3.3 of the Price List);

(p) Incorrect Callout where the NEBS is supplied by means of the NBN Co FTTB Network, NBN Co FTTN Network or NBN Co HFC Network only (see Section 3.3 of the Price List); and

(q) Any Incidentals where the NEBS is supplied by means of the NBN Co Satellite Network (see Sections 3.1-3.3 and 3.5 of the Price List).

2.2 Subject to paragraph 2.4, the Ancillary Charges Waiver is effective on and from the HFC Commercial Launch Date until the earlier of:

(a) the date that NBN Co notifies Customer of the withdrawal of the Ancillary Charges Waiver for the Ancillary Charge(s) specified in that notice (**Withdrawal Notice**); and

(b) 31 October 2016.

2.3 NBN Co will give 3 calendar months prior notice to Customer of the date referred to in paragraph 2.2(a) of this Discount Notice and of the matters referred to in section 8.3 of the Price List.

2.4 NBN Co may, in the Withdrawal Notice, stipulate that one or more of the Ancillary Charges are to be withdrawn on the date detailed in the Withdrawal Notice. Where the Withdrawal Notice does not apply to a certain Ancillary Charge, this Ancillary Charges Waiver will continue to apply to that Ancillary Charge until such time as a further Withdrawal Notice applies to that Ancillary Charge.

2.5 The effect of the Ancillary Charges Waiver is that Customer is not obliged to pay the relevant Ancillary Charge(s) listed in paragraph 2.1 for the period that this Discount Notice remains effective for that Ancillary Charge.

3. **Availability of Discount**

3.1 Customer is not required to satisfy any further criteria to be eligible for the Ancillary Charges Waiver.

4. **Process to claim or receive Discount**

4.1 NBN Co will provide Customer the Ancillary Charges Waiver by omitting or listing as not payable the relevant Ancillary Charge in Customer's invoices during the period that this Discount Notice remains effective for that Ancillary Charge.

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5. **Special terms**

5.1 Capitalised terms used in this Discount Notice have the meaning given to them in your Wholesale Broadband Agreement unless otherwise defined.

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