

Xx September 2015

Customer name  
Customer address  
City State

Attention: **First name last name**

**COMMERCIAL-IN-CONFIDENCE**

Hello **first name**,

**Waiver of certain Professional Splitter Installation Charges (FTTB and FTTN)**

As you know, the versions of the Wholesale Broadband Agreement that incorporate terms of supply for the NBN Co Ethernet Bitstream Service by means of the NBN Co FTTB Network (**WBA 2.1**) and the NBN Co FTTN Network (**WBA 2.2**) set out certain Charges associated with Professional Splitter Installations. Please refer to the 'Price List' for details.

During the course of customer engagement on WBA 2.1 and WBA 2.2, some customers expressed concern that the basis on which NBN Co is going to charge for Professional Splitter Installations (i.e. on a time and material basis) would make it difficult for them to establish fixed prices for their retail offers. To address this concern, NBN Co has agreed to waive certain Charges associated with Professional Splitter Installations under WBA 2.1 and WBA 2.2 as set out in the table below:

Price List reference	Charges waived	Effect of waiver
3.1	Any Labour Rate and Materials Charges for Professional Splitter Installation at time of a Standard Installation <u>to the extent that they exceed the minimum charge of \$160.</u>	The Charge for a Professional Splitter Installation at time of a Standard Installation will be \$160 whilst the waiver remains in effect.
3.1	Any Labour Rate and Materials Charges for Professional Splitter Installation not at time of a Standard Installation <u>to the extent that they exceed the minimum charge of \$235.</u>	The Charge for Professional Splitter Installation not at time of a Standard Installation will be \$235 whilst the waiver remains in effect.

The waiver will apply for a minimum period of 12 months following publication of WBA 2.2 on NBN Co's website as a standard form of access agreement. After expiry of the minimum period, the waiver will continue to apply until NBN Co gives Customer at least 60 Business Days' prior written notice of withdrawal of the waiver. On and from the date of withdrawal of the waiver, the full Charges associated with Professional Splitter Installations will apply in accordance with the then-current Price List. NBN Co believes this approach fairly balances Customers' interests in price certainty for Professional Splitter Installations and NBN Co's interests in managing the commercial viability of the waiver in the future.



Please note that the waivers given in this letter operate in addition to the waivers given in any previous letters you may have received from NBN Co in relation to the waiver of Charges associated with Professional Splitter Installations under WBA 2.1.

Unless the context otherwise requires, capitalised terms that are used in this letter and are defined in the Dictionary applicable to WBA 2.1 and WBA 2.2 have the meaning given to them in that Dictionary, unless the context requires otherwise.

If you have any questions in relation to this letter, please contact nbn Wholesale at [industryengagement@nbnco.com.au](mailto:industryengagement@nbnco.com.au).

Regards,

**Susan Huggett**  
**General Manager, Wholesale Supply**