

Pending amendments to the Discounts, Credits and Rebates List

18 September 2018



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Background

nbn proposes to insert the following updates in the Discounts, Credits and Rebates List on 2 October 2018.

Note the clause number scheme represented in this rider may not match the eventual number scheme that will appear in the published document.

Part B: List of current Discounts, Credits and Rebates

3. Current Discounts, Credits and Rebates

The following Discounts, Credits and Rebates are currently available to Customer subject to the corresponding conditions set out in Part C: Details and conditions.

#	Name	Description	Duration*	Minimum notice period prior to withdrawal	Details and conditions
19.	[Entry Level Bundles Discount]	A Discount applied to CVC TC-4 Product Components designated as "Bundled CVCs" and associated AVC TC-4 Product Components.	2 October 2018 – 30 April 2020	See section 22.8	See section 22

* **Note:** The specified duration is subject to any earlier withdrawal in accordance with section 1(b).

Part C: Details and conditions

The details and conditions in section 22 apply in respect of the Entry Level Bundles Discount described in section 3.

22. Entry Level Bundles Discount

22.1 Discounted charges

- (a) Subject to the terms of this section 22, **nbn** will supply the following AVC TC-4 Product Components (**ELB Eligible AVCs**) in accordance with the discounted charges in the table below:

AVC TC-4 downstream Mbps (PIR)	AVC TC-4 upstream Mbps (PIR)	nbn TM Network	Discounted charge per AVC TC-4 per Billing Period	CVC TC-4 symmetrical bandwidth inclusion (CIR) per AVC TC-4
12	1	Fibre, FTTB, FTTC, FTTN and HFC	\$22.50	0.15 Mbps

Table 1: Discounted charges for Entry Level AVCs

- (b) The discounted charges set out in Table 1 will only apply in respect of an ELB Eligible AVC if Customer associates that ELB Eligible AVC with a Bundled CVC (**Entry Level AVC**).
- (c) If Customer orders an Entry Level AVC in accordance with this Entry Level Bundles Discount, no charge will apply to the CVC TC-4 bandwidth inclusion per Entry Level AVC separate to the charges for the Entry Level AVC set out in Table 1.

Notes:

1. The CVC TC-4 bandwidth inclusion per AVC TC-4 in Table 1 is not automatically provisioned. Customer will be able to order any CVC TC-4 bandwidth profile available under the [nbnTM Ethernet Product Description](#) in respect of a Bundled CVC to which Entry Level AVCs are associated. This CVC TC-4 bandwidth profile will be available to be used collectively by all Bundled AVCs associated with that Bundled CVC, including Entry Level AVCs.
2. **nbn** will not prevent Entry Level AVCs from accessing any part of the CVC TC-4 bandwidth that is ordered in respect of an associated Bundled CVC. However, such access by an Entry Level AVC may affect the effective discounted charge under, or availability of, this Entry Level Bundles Discount. See sections 22.2 and 22.3.

- (d) For the purposes of this Entry Level Bundles Discount:
- (i) **Basic CVC** has the meaning given to that term in section 20.1(b)(ii) of the High Bandwidth Bundles Discount;
 - (ii) **Bundled AVC** means any of:
 - (A) an Entry Level AVC;
 - (B) a Wireless Bundled AVC as defined in the Fixed Wireless Bundles Discount;
 - (C) an AVC TC-4 Product Component ordered under the terms of the High Bandwidth Bundles Discount; or
 - (D) any other AVC TC-4 Product Component associated with a Bundled CVC under the terms of a discount, credit or rebate in this DCR List;
 - (iii) **Bundled CVC** has the meaning given to that term in section 20.1(b)(i) of the High Bandwidth Bundles Discount; and
 - (iv) **Entry Level AVC** has the meaning set out in section 22.1(b).

22.2 Consequences of exceeding CVC bandwidth inclusions

- (a) Without limiting section 22.3(c), if, across a Billing Period in respect of a Bundled CVC, the Average Monthly Peak ELB Bandwidth Usage is greater than 0.15 Mbps, then, at the end of the subsequent Billing Period, Customer must pay to **nbn** an additional amount of \$22.50 in respect of each Entry Level AVC associated with that Bundled CVC in the first Billing Period (pro-rated on a daily basis to the extent that an Entry Level AVC was associated with the Bundled CVC for only part of that first Billing Period).
- (b) For the purposes of this section 22.2:
- (i) **Average Monthly Peak ELB Bandwidth Usage** means, across a Billing Period in respect of a Bundled CVC, the aggregate of all Average Daily Peak ELB Bandwidth Usage, divided by the number of days in that Billing Period;
 - (ii) **Average Daily Peak ELB Bandwidth Usage** means, in respect of a Bundled CVC in a day, the relevant Daily Peak ELB Bandwidth Usage, divided by the number of Entry Level AVCs associated with that Bundled CVC at the end of that day; and
 - (iii) **Daily Peak ELB Bandwidth Usage** means, in respect of a Bundled CVC in a day, the highest aggregate download usage by all associated Entry Level AVCs in any 30 minute period on that day (as recorded by or on behalf of **nbn**, and expressed in Mb), divided by 1800 (seconds).

Excess peak usage example

At the commencement of a 3-day Billing Period, Customer has the following Bundled CVCs and associated Entry Level AVCs:

- Bundled CVC 1: 100 Entry Level AVCs
- Bundled CVC 2: 150 Entry Level AVCs

On **day 1** of the Billing Period:

Customer's **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 25,200 Mb (download usage recorded 7:00pm–7:30pm) ÷ 1800 seconds = 14 Mbps
- Bundled CVC 2: 45,900 Mb (download usage recorded 8:30pm–9:00pm) ÷ 1800 seconds = 25.5 Mbps

Customer's **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 14 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.14 Mbps
- Bundled CVC 2: 25.5 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 150 (AVCs) = 0.17 Mbps

On **day 2** of the Billing Period:

Customer associates an additional 50 Entry Level AVCs with Bundled CVC 2 with no change to Bundled CVC 1.

Customer's **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 28,800 Mb (download usage recorded 3:30pm–4:00pm) ÷ 1800 seconds = 16 Mbps
- Bundled CVC 2: 55,800 Mb (download usage recorded 9:00pm–9:30pm) ÷ 1800 seconds = 31 Mbps

Customer's **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 16 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.16 Mbps
- Bundled CVC 2: 31 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 200 (AVCs) = 0.155 Mbps

On **day 3** of the Billing Period:

There is no change to the number of Entry Level AVCs associated with Bundled CVC 1 or Bundled CVC 2.

Customer's **Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 21,600 Mb (download usage recorded 7:30pm—8:00pm) ÷ 1800 seconds = 12 Mbps
- Bundled CVC 2: 52,200 Mb (download usage recorded 6:30pm—7:00pm) ÷ 1800 seconds = 29 Mbps

Customer's **Average Daily Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 12 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 100 (AVCs) = 0.12 Mbps
- Bundled CVC 2: 29 Mbps (Daily Peak ELB Bandwidth Usage) ÷ 200 (AVCs) = 0.145 Mbps

At the end of the Billing Period:

Customer's **Average Monthly Peak ELB Bandwidth Usage** is as follows:

- Bundled CVC 1: 0.14 + 0.16 + 0.12 (sum of each Average Daily Peak ELB Bandwidth Usage) ÷ 3 (days) = 0.14 Mbps
- Bundled CVC 2: 0.17 + 0.155 + 0.145 (sum of each Average Daily Peak ELB Bandwidth Usage) ÷ 3 (days) = 0.157 Mbps

The Average Monthly Peak ELB Bandwidth Usage for Bundled CVC 1 is less than (or equal to) 0.15 Mbps, so no further amount is payable by Customer under section 22.2.

The Average Monthly Peak ELB Bandwidth Usage for Bundled CVC 2 is greater than 0.15 Mbps, so a further amount is payable by Customer under section 22.2 at the end of the next Billing Period, as follows:

\$22.50 x 150 (Entry Level AVCs associated with Bundled CVC 2 throughout the Billing Period) +

\$22.50 x 50 (other Entry Level AVCs) x $\frac{2}{3}$ (days of the Billing Period for which the Entry Level AVCs were associated with Bundled CVC 2) =

\$3,375 + \$750 = \$4,125.

22.3 Overage Charges and Overage Waiver Condition

(a) If Customer obtains supply of any Entry Level AVC in any CSA at any time during a Billing Period:

(i) Customer will only be liable to pay Overage Charges in respect of that CSA in accordance with the terms of this section 22.3; and

(ii) sections 20.1(d), 20.2 and 21.2 will not apply in respect of that CSA.

(b) For the purposes of this section 22.3:

(i) **Included Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth inclusions (in Mbps) for all Bundled AVCs associated with all Bundled CVCs in that CSA (with changes in the aggregate of the inclusions across that Billing Period accounted for on a pro-rata daily basis); and

(ii) **Ordered Bandwidth** means, across a Billing Period in a CSA, the aggregate CVC TC-4 bandwidth capacity (in Mbps) ordered by Customer in respect of all Bundled CVCs in that CSA (with changes in capacity across that Billing Period accounted for on a pro-rata daily basis).

(c) Subject to the terms of this section 22.3, if, across a Billing Period in a CSA, the Ordered Bandwidth is more than the Included Bandwidth, **nbn** will charge Customer an **Overage Charge** calculated as follows:

$$\text{Overage Charge} = \$8 \times (\text{Ordered Bandwidth} - \text{Included Bandwidth})$$

(d) No Overage Charge will apply in respect of a CSA in a Billing Period if the Ordered Bandwidth is 300 Mbps or less.

(e) Without limiting section 22.3(d), Overage Charges will be waived until 31 October 2018 provided that, in each CSA, the Ordered Bandwidth does not exceed 200% of the Included Bandwidth during a Billing Period (**Overage Waiver Condition**).

(f) The following consequences will apply if Customer breaches the Overage Waiver Condition in respect of a CSA:

(i) if Customer breaches the Overage Waiver Condition in two consecutive Billing Periods (and Customer has not previously done so), **nbn** will, at the end of each of those Billing Periods, notify Customer that it has breached the Overage Waiver Condition; and

(ii) in any subsequent Billing Period in which Customer breaches the Overage Waiver Condition, **nbn** will charge Customer \$8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth.

(g) If Customer breaches the Overage Waiver Condition in respect of a CSA in a Billing Period under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount before this Entry Level Bundles Discount applied in respect of that CSA, the breach will be counted as having been a breach of the Overage Waiver Condition under section 22.3(e) for the purpose of applying section 22.3(f).

Note: *The effect of section 22.3(g) is that:*

- *if Customer has breached the Overage Waiver Condition under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount in respect of a CSA in the Billing Period immediately prior to obtaining supply of an Entry Level AVC, and then breaches the Overage Waiver Condition in respect of that same CSA in the first Billing Period in which Customer obtains supply of an Entry Level AVC, Customer will be considered to have been in breach of the Overage Waiver Condition in two consecutive Billing Periods and the consequences in section 22.3(f) will apply; and*

- *if Customer has breached the Overage Waiver Condition in respect of a CSA in two consecutive Billing Periods under the High Bandwidth Bundles Discount or Fixed Wireless Bundles Discount (as applicable), **nbn** will charge Customer \$8 per Mbps for each Mbps by which the Ordered Bandwidth exceeds 200% of the Included Bandwidth under the terms of section 22.3(f)(ii), from the first Billing Period in which Customer obtains supply of an Entry Level AVC and this Entry Level Bundles Discount applies to that Customer.*

22.4 Ordered Products to which this Discount relates

- The Entry Level Bundles Discount only applies to Entry Level AVCs of **nbn**TM Ethernet (Fibre), **nbn**TM Ethernet (FTTB), **nbn**TM Ethernet (FTTC), **nbn**TM Ethernet (FTTN) and **nbn**TM Ethernet (HFC).
- For clarity, the Entry Level Bundles Discount does not apply to any AVC TC-4 Product Components, or CVC TC-4 capacity, supplied in connection with **nbn**TM Ethernet (Wireless) or **nbn**TM Ethernet (Satellite).

22.5 Aggregate comparison to **nbn**TM Ethernet Price List charges

- Customer may, providing relevant details, raise a Billing Dispute if Customer considers that the application of this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount results in the total charges to Customer in respect of a Billing Period being greater than the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbnTM Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).
- If a Billing Dispute under section 22.5(a) is resolved in Customer's favour, **nbn** will adjust Customer's invoice (or credit a future invoice) by an amount equal to the difference between the total charges in respect of the relevant Billing Period and the total charges that would have applied in respect of that Billing Period if the Product Components subject to this Entry Level Bundles Discount, the High Bandwidth Bundles Discount and the Fixed Wireless Bundles Discount were invoiced at the corresponding recurring Charges for those Product Components in the [nbnTM Ethernet Price List](#) (without the application of any Discount, Credit or Rebate in the Discounts, Credits and Rebates List).

22.6 Calculation of Enhanced Fault Rectification Rebate

For the purposes of calculating the Enhanced Fault Rectification Rebate in section 9.3 of the [nbnTM Ethernet Service Levels Schedule](#) if it applies to an Entry Level AVC, the relevant recurring Charges in respect of that Entry Level AVC are those in the [nbnTM Ethernet Price List](#) (notwithstanding that such recurring Charges will not be invoiced for that Entry Level AVC due to the operation of this Entry Level Bundles Discount).

22.7 Interaction with other Discounts, Credits and Rebates

- (a) The following Discounts, Credits and Rebates will not apply to any Product Components to the extent that this Entry Level Bundles Discount applies to those Product Components:
 - (i) subject to section 22.7(e), the 50 Kbps CVC Credit;
 - (ii) the CVC Transitional Pricing Credit;
 - (iii) the Dimension Based CVC Discount;
 - (iv) the CVC Boost Credit; and
 - (v) the F50 Credit.
- (b) Bundled CVCs with which Customer has associated only Entry Level AVCs will be taken into account for the purpose of assessing Customer's compliance with the CVC Utilisation Conditions in section 20.5 and, if applicable, section 21.5.
- (c) For clarity, if Customer breaches a CVC Utilisation Condition in the manner set out in sections 20.5(b)(i) or 21.5(c)(i), the consequences in sections 20.5(b)(ii) or 21.5(c)(ii) (as applicable) will apply in respect of all of Customer's Bundled CVCs and Entry Level AVCs.
- (d) If an AVC TC-4 Product Component is only an Entry Level AVC for part of a Billing Period:
 - (i) the charges in section 22.1 will apply to the Product Component for that part of the Billing Period on a pro-rata daily basis; and
 - (ii) subject to sections 22.7(e) and 22.7(h)(iv), for any other part of the Billing Period, the Product Component will be subject to the Charges that apply under the WBA (with the application of any relevant Discounts, Credits or Rebates in the Discounts, Credits and Rebates List, except for this Entry Level Bundles Discount), applied on a pro-rata daily basis.
- (e) For the purposes of calculating the 50 Kbps CVC Credit payable in respect of a CVC TC-4 Product Component in any Billing Period in which it transitions between being a Basic CVC and a Bundled CVC (or vice versa):
 - (i) the amount of the 50 Kbps CVC Credit will not be pro-rated due to the transition;
 - (ii) the relevant number of AVC TC-4 Product Components associated with that CVC TC-4 Product Component will be the maximum number of associated AVC TC-4 Product Components during any time in that Billing Period in which the CVC TC-4 Product Component was a Basic CVC; and
 - (iii) the amount of the Credit will be capped at the total recurring Charges that apply in respect of that CVC TC-4 Product Component (excluding the application of the 50 Kbps CVC Credit) in respect of that part of the Billing Period in which it was a Basic CVC.

- (f) For the purposes of the CVC Transitional Pricing Credit, Serviceable Premises at which **nbn** supplies an Entry Level AVC will be taken into account when calculating whether the number of Serviceable Premises in a CSA exceeds 30,000.
- (g) For the purposes of the Dimension Based CVC Discount and the CVC Boost Credit:
 - (i) the CVC TC-4 capacity ordered by Customer in respect of Bundled CVCs will be excluded in determining the daily total CVC TC-4 capacity ordered by Customer across all relevant CSAs; and
 - (ii) the number of Entry Level AVCs ordered by Customer will be excluded in determining the daily total number of AVC TC-4 Product Components ordered by Customer in the relevant CSAs.
- (h) If Customer modifies a CVC TC-4 Product Component from being a Bundled CVC to being a Basic CVC, the following Discounts, Credits and Rebates will not apply to that CVC TC-4 Product Component or any associated AVC TC-4 Product Components from the date of that modification:
 - (i) this Entry Level Bundles Discount;
 - (ii) the High Bandwidth Bundles Discount;
 - (iii) the Fixed Wireless Bundles Discount; and
 - (iv) the F50 Credit.

22.8 Extensions, withdrawals and variations

- (a) Without limiting sections 22.8(b) and 22.8(c), **nbn** may withdraw, suspend or amend this Entry Level Bundles Discount on 6 months' prior notice to Customer.
- (b) **nbn** may extend the availability period of this Entry Level Bundles Discount on 10 Business Days' prior notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this Entry Level Bundles Discount immediately, in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

22.9 Process to Claim

- (a) **nbn** will automatically apply the Entry Level Bundles Discount to any ELB Eligible AVCs associated with a Bundled CVC in the following circumstances:
 - (i) Customer has given **nbn** notice, in accordance with any minimum notice period reasonably specified by **nbn**, that Customer wishes **nbn** to apply this Entry Level Bundles Discount; or

- (ii) the High Bandwidth Bundles Discount ceases to include an AVC TC-4 Product Component with a bandwidth profile of 12 Mbps downlink and 1 Mbps uplink.
- (b) If Customer has given **nbn** a notice under section 22.9(a)(i), Customer may not subsequently elect for the High Bandwidth Bundles Discount to apply in respect of any ELB Eligible AVCs.
- (c) Section 22.9(a) will apply notwithstanding section 20.9 of the High Bandwidth Bundles Discount.