

Agreement Execution Document

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 and constitutes nbn's Latest Standard Offer.



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Version	Description	Effective Date
4.0	First issued version of WBA 4	1 December 2020
4.1	Update to incorporate Interim Variation Terms	14 December 2020

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Environment

nbn asks that you consider the environment before printing this document.



Agreement Execution Document

Parties

This Agreement is entered into between:

- nbn co limited (ABN 86 136 533 741) of Tower 5, Level 14, 727 Collins Street, Docklands, VIC, 3008 (**nbn**); and
- [RSP name] (ABN [ABN/ACN]) of [RSP address], [City State Postcode] (**RSP**).

Background

This Agreement sets out the terms on which RSP may order Products from **nbn** and **nbn** will supply Products to RSP over the **nbn**™ Network.

Agreement

The parties agree to comply with the terms of this Agreement which comprises each of the following documents, as indicated in the table below:

Document / Product Module	Included
<p>Agreement Execution Document</p> <p><i>(Note: The Interim Variation Terms in Annexure A form part of this Agreement Execution Document)</i></p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>Head Terms</p> <p><i>(Note: Schedule A to the Head Terms does not form part of the Agreement)</i></p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>1 The parties agree that the Nominated Billings Amount is calculated by reference to the Annual Billings Amount rather than to the Average Monthly Billings Amount</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Please select)</i></p>
<p>2 RSP elects, under clause F4.3(e) of the Head Terms, to accept solely by means of agreement in writing, Product Modules offered by nbn</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(Please select)</i></p>



Document / Product Module	Included
<p>nbn™ Ethernet Product Module</p> <p>(a) nbn™ Ethernet Product Description</p> <p>(b) nbn™ Ethernet Product Technical Specification</p> <p>(c) nbn™ Ethernet Service Levels Schedule</p> <p>(d) nbn™ Ethernet Price List</p> <p>(e) nbn™ Ethernet Product Terms</p> <p>(f) nbn™ Ethernet Fair Use Policy</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No</p> <p><i>(Please select)</i></p>
<p>Facilities Access Service Module</p> <p>(a) Service Description for the Facilities Access Service</p> <p>(b) Service Technical Specification for the Facilities Access Service</p> <p>(c) Service Levels Schedule for the Facilities Access Service</p> <p>(d) Facilities Access Service Price List</p> <p>(e) Service Terms for the Facilities Access Service</p> <p>(f) Facilities Access Service Fair Use Policy</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No</p> <p><i>(Please select)</i></p>
<p>nbn™ Platform Interfacing Service Module</p> <p>(a) Service Description for the nbn™ Platform Interfacing Service</p> <p>(b) Service Levels Schedule for the nbn™ Platform Interfacing Service</p> <p>(c) nbn™ Platform Interfacing Service Price List</p> <p>(d) Service Terms for the nbn™ Platform Interfacing Service</p> <p>(e) nbn™ Platform Interfacing Service Fair Use Policy</p> <p>(f) Service Terms (nbn™ Enterprise Ethernet Portal)</p>	<p>Yes</p> <p><i>(Required)</i></p>
<p>nbn™ Enterprise Ethernet Product Module</p> <p>(a) nbn™ Enterprise Ethernet Product Description</p> <p>(b) nbn™ Enterprise Ethernet Product Technical Specification</p> <p>(c) nbn™ Enterprise Ethernet Service Levels Schedule</p> <p>(d) nbn™ Enterprise Ethernet Price List</p> <p>(e) nbn™ Enterprise Ethernet Product Terms</p> <p>(f) nbn™ Enterprise Ethernet Fair Use Policy</p>	<p><input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No</p> <p><i>(Please select)</i></p>



Document / Product Module	Included
<p>Sandpit Service Module</p> <p>(a) Sandpit Service Description</p> <p>(b) Sandpit Price List</p> <p>(c) Sandpit Service Terms</p> <p>(d) Sandpit Fair Use Policy</p>	<p style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> Yes No <i>(Please select)</i> </p>
<p>Credit Policy</p>	<p style="text-align: center;">Yes <i>(Required)</i></p>
<p>Dictionary</p>	<p style="text-align: center;">Yes <i>(Required)</i></p>
<p>WBA Operations Manual</p>	<p style="text-align: center;">Yes <i>(Required)</i></p>
<p>Enterprise Ethernet Operations Manual</p>	<p style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> Yes No <i>(Please select)</i> </p>
<p>In addition to any Product Module selected above, each:</p> <ul style="list-style-type: none"> Product Module which relates to a product or service being supplied by nbn to RSP under the Prior WBA on the day immediately before the Start Date; and Product Module which the parties agree to include as part of this Agreement under clause F4.3 of the Head Terms. 	
<p>For each Price List in an included Product Module, the corresponding Discounts, Credits and Rebates Annexure.</p>	

Annexure A: Interim Variation Terms

Background

RSP and **nbn** each understand and agree that some provisions of this Agreement rely on systems and processes that will be implemented after the Start Date. To facilitate this, these Interim Variation Terms set out the basis for the staged implementation of specified provisions of this Agreement.

A. Deferral of Rebates

1. Payment of the following Commercial Rebates (**Automated Rebates**) will be delayed in accordance with paragraph 2 or paragraph 3:
 - a. **Connection Rebates**, payable under section 1.4 of the [nbn™ Ethernet Service Levels Schedule](#);
 - b. **Missed Connection Appointment Rebates**, payable under section 2.4 of the [nbn™ Ethernet Service Levels Schedule](#);
 - c. **PIR Objective Rebates**, payable under section 5.3 of the [nbn™ Ethernet Service Levels Schedule](#);
 - d. **Service Fault Rebates**, payable under section 8.5 of the [nbn™ Ethernet Service Levels Schedule](#);
 - e. **Enhanced Fault Rectification Rebates**, payable under section 9.3 of the [nbn™ Ethernet Service Levels Schedule](#);
 - f. **Missed Trouble Ticket Appointment Rebates**, payable under section 11.4 of the [nbn™ Ethernet Service Levels Schedule](#);
 - g. **FTTN/B/C Connection Performance Rebates**, payable under section 16 of the [nbn™ Ethernet Service Levels Schedule](#); and
 - h. **Wireless Speed Performance Rebates**, payable under section 17 of the [nbn™ Ethernet Service Levels Schedule](#).
2. Subject to paragraph 3, if **nbn** is obliged to pay to RSP any Automated Rebate from the Start Date up to the last day of the Billing Period that starts in February 2021, **nbn** will process the payment of that Rebate during the Billing Period that starts in March 2021.
3. Despite paragraph 2, if **nbn** is obliged to pay to RSP any of the Automated Rebates in paragraph 1.c or 1.g from the Start Date up to the last day of the Billing Period that starts in March 2021, **nbn** will process the payment of that Rebate during the Billing Period that starts in April 2021.
4. To the extent that the processing of any Automated Rebate is deferred under this section A, **nbn** waives any corresponding obligation on RSP to take reasonable steps to either (as the case may be):
 - a. ensure that the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Automated Rebate; or



- b. pay or credit an equal amount of that Automated Rebate to the relevant Affected End User.

B. Deferral of Access Component Reactivation Charge Waiver

5. If the Access Component Reactivation Waiver under section B1.9 of the [nbn™ Ethernet Discounts, Credits and Rebates Annexure](#) for any Access Component Reactivation Charge applies from the Start Date up to and including the last day of the Billing Period that starts in February 2021, **nbn**:
 - a. will not waive any part of that Access Component Reactivation Charge; and
 - b. will instead refund to RSP the full amount of the Access Component Reactivation Waiver during the Billing Period that starts in March 2021.

C. Trouble Ticket Appointments in Urban Areas

6. RSP acknowledges that, despite the reference to measurement of Service Levels for Trouble Ticket Appointments in Urban Areas on Saturdays in section 23.1 of the [nbn™ Ethernet Service Levels Schedule](#):
 - a. Trouble Ticket Appointments in Urban Areas on Saturdays will not be made available until the earlier of 1 August 2021 and any date notified under paragraph 6.b; and
 - b. if **nbn** makes Trouble Ticket Appointments in Urban Areas on Saturdays available before 1 August 2021, **nbn** will provide RSP with notice at least 30 Business Days before such appointments (and any applicable Service Levels) become available under this Agreement.

D. Late Cancellation of Appointments

7. The timeframes for late rescheduling and late cancellation of Appointments and Trouble Ticket Appointments set out in sections 4.6.4, 4.6.6.3, 5.3.5.1 and 5.3.8.1 of the WBA Operations Manual of the Prior WBA SFAA will continue to apply on and from the Start Date until 1 August 2021 or an earlier date notified under paragraph 8 (if applicable), instead of the late rescheduling and late cancellation timeframes set out in sections 6.4.1 and 6.5.3 of the [WBA Operations Manual](#) under this Agreement. For clarity, during this period, these timeframes for late rescheduling and late cancellation of Appointments and Trouble Ticket Appointments under the Prior WBA SFAA will constitute the required notice periods for the purposes of each of the following defined terms under this Agreement:
 - a. Late Cancellation (After Hours Installation Appointment); and
 - b. Late Cancellation (Site Visit Required).
8. **nbn** may, before 1 August 2021, introduce timeframes for late cancellation of Appointments as set out in section 6.5 of the [WBA Operations Manual](#) under this Agreement, provided that **nbn** gives RSP notice at least 30 Business Days before such timeframes come into effect.



E. Network Activity notifications

9. Despite section 5.2.8.3 of the [WBA Operations Manual](#), from the Start Date until 1 October 2021 or an earlier date notified under paragraph 10 (if applicable), **nbn** will not notify RSP if an Ordered Product supplied to RSP or a Trouble Ticket raised by RSP is impacted by a Network Activity, other than through the Trouble Ticket which results in **nbn** designating the Network Activity.
10. **nbn** may, before 1 October 2021, implement functionality to notify RSP if an Ordered Product supplied to RSP or a Trouble Ticket raised by RSP is impacted by a Network Activity (other than through the Trouble Ticket which results in **nbn** designating the Network Activity), provided that **nbn** gives RSP notice at least 30 Business Days before such functionality comes into effect.

F. Monthly Performance Reports for Performance Incidents and Network Activities

11. RSP acknowledges, despite **nbn**'s obligation under section 18.3(a)(i) of the [nbn™ Ethernet Service Levels Schedule](#) to provide monthly Performance Reports, that:
 - a. monthly Performance Reports for Performance Incidents and Network Activities will not be provided for **nbn**'s performance in any month before April 2021 (**Delayed Reports**); and
 - b. when **nbn** provides monthly Performance Reports for April 2021, **nbn** will also provide the Delayed Reports.



Execution

Executed as an agreement

Signed for **nbn co limited** by its authorised representatives:

Signature of authorised representative

Signature of authorised representative

Name of authorised representative

Name of authorised representative

Date of signature

Date of signature

Signed for and on behalf of [**RSP name**] by its authorised representative:

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Date of signature

Date of signature

