

CSAS Interim Terms

[Customer]



This agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

CSAS Interim Terms

Cell Site Access Service (CSAS)

Version	Description	Effective Date
1.0	Issued on 22 September 2016	Execution Date

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Environment

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CSAS Interim Terms

Parties

This agreement is entered into between:

- nbn co limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 (**NBN Co**);
- **[Insert full legal name of Customer]** (ABN **[insert ABN]**) of **[insert registered address]**; and
- **[Insert names of any other related bodies corporate of customer also acquiring services as parties in their own right]** (**Customer**).

Background

- A. NBN Co has agreed to supply the CSAS to Customer on the terms of this Agreement, which incorporates the [Current WBA Head Terms](#) as varied by these CSAS Interim Terms.
- B. This Agreement only applies to the supply of the CSAS during the CSAS Interim Period.

1 Agreement

1.1 Agreement terms

Subject to clause 5, the parties agree to comply with the terms of this Agreement, which comprises the following documents:

- (a) the [CSAS Interim Terms](#) and the [CSAS Dictionary](#);
- (b) the [CSAS Head Terms](#) and the [Current WBA Dictionary](#);
- (c) the [CSAS Product Description](#);
- (d) the [CSAS Price List](#);
- (e) the [CSAS Product Technical Specification](#);
- (f) the [CSAS Service Levels Schedule](#);
- (g) the [Service Description for the NBN Co Platform Interfacing Service](#) which forms part of the Current WBA;
- (h) the [Credit Policy](#) which forms part of the Current WBA; and
- (i) the [Fair Use Policy](#) which forms part of the Current WBA.

1.2 Incorporated terms

- (a) The [Current WBA Head Terms](#) are incorporated by reference into this Agreement as if set out in full, except:
 - (i) clauses F2 (Term), A1 (Ordering Products), A2.1 (NBN Co's obligation to supply), C16.1 (Monthly Ready for Service Rollout Plan), F11 (WBA transition) and H1.3 (Contact Matrix) of the [Current WBA Head Terms](#); and
 - (ii) to the extent that the [Current WBA Head Terms](#) are varied by these CSAS Interim Terms.



- (b) The [Service Description for the NBN Co Platform Interfacing Service](#) under the Current WBA is incorporated by reference into this Agreement as if set out in full, except that the only Key Business Transactions supported through the NBN Co Platform Interfacing Service are:
- (i) Key Business Transactions related to the NNI Product Component; and
 - (ii) Billing Transactions.

2 Availability of CSAS

- (a) The CSAS is only available in certain areas and is subject to capacity limitations.
- (b) NBN Co will determine and notify Customer of the locations at which NBN Co will supply the CSAS from time to time.
- (c) Customer will provide reasonable assistance to NBN Co to establish CSAS connectivity including by providing or procuring access (as applicable) for NBN Co to conduct site surveys and preparatory works at premises and facilities owned, controlled, operated or used by Customer at which Customer wishes to acquire the CSAS.

3 Supply of CSAS

3.1 Ordering process

- (a) During the CSAS Interim Period, Customer may place an order for the CSAS in respect of a CSAS Point by completing and submitting:
 - (i) a Product Order Form for the CSAS through the NBN Co Platform or in accordance with such other processes as specified in the CSAS Operations Manual; and
 - (ii) if that CSAS Point is Not Connected, a request that NBN Co submit a Build Quote, which constitutes an offer from Customer to acquire the CSAS, which is capable of acceptance by NBN Co.

3.2 NBN Co's obligation to supply

- (a) NBN Co will accept or reject any Product Order Form for the CSAS in respect of a CSAS Point:
 - (i) in accordance with the CSAS Operations Manual; and
 - (ii) if that CSAS Point Not Connected, at the same time as providing Customer with a completed Build Quote for the CSAS Point.
- (b) NBN Co's acceptance of a Product Order Form in respect of a CSAS Point that is Not Connected will be subject to NBN Co and Customer entering into a CSAS Build Contract for that CSAS Point.
- (c) If:
 - (i) NBN Co accepts an order for the CSAS submitted in accordance with clause 3.2(a); and
 - (ii) NBN Co and Customer enter into a CSAS Build Contract where that order is in respect of a CSAS Point that is Not Connected,NBN Co will supply the CSAS under, and in accordance with, this Agreement.



4 Product Concierge Portal

- (a) Customer must carry out all ordering, interactions and transactions in relation to CSAS Ordered Products, other than those Key Business Transactions set out in clauses 1.2(b)(i) and 1.2(b)(ii), using the Product Concierge Portal.
- (b) Customer must carry out the Key Business Transactions set out in clauses 1.2(b)(i) and 1.2(b)(ii) using the NBN Co Platform Interfacing Service.
- (c) Customer agrees to comply with the Product Concierge Portal Terms and Conditions, including as updated by NBN Co from time to time.
- (d) Customer must ensure that Customer Personnel who access the Product Concierge Portal agree to comply with the Product Concierge Portal Terms and Conditions.

5 Changes to Operational Documents

- (a) During the CSAS Interim Period, NBN Co may change an Operational Document if:
 - (i) the change relates to the NBN Co Network or the CSAS;
 - (ii) NBN Co reasonably believes that the change is necessary to rectify, or consequential upon the rectification of, any error, defect or omission; and
 - (iii) NBN Co gives Customer at least 10 Business Days' notice of the change (including copies of the relevant documents that show the amendments the subject of the change) and consults with Customer in accordance with clause F4.7 of the [CSAS Head Terms](#).
- (b) NBN Co will withdraw or vary a notice issued under clause 5(a) if:
 - (i) within 5 Business Days of NBN Co issuing the notice, Customer provides feedback to NBN Co in writing that the proposed change will have a material adverse effect on Customer; and
 - (ii) NBN Co, acting reasonably, agrees with Customer that a proposed change will have a material adverse effect on Customer.
- (c) NBN Co's rights under this clause are in addition to, and do not limit, any other rights that NBN Co has to amend the Current WBA.

6 Term and Transition

6.1 CSAS Integration Date – WBA executed

With effect on and from the CSAS Integration Date, if NBN Co and Customer have entered into an Amended WBA or alternative contractual terms offered by NBN Co for the supply of CSAS:

- (a) NBN Co will supply, and Customer will acquire, the CSAS subject to and in accordance with the terms of the Amended WBA entered into by the parties;
- (b) the terms of this Agreement will no longer apply in respect of the CSAS;
- (c) each CSAS Ordered Product being supplied by NBN Co to Customer will be supplied pursuant to the Amended WBA entered into by the parties;
- (d) every order in respect of the CSAS that has not been completed or rejected will be deemed to be an order in respect of the CSAS pursuant to the Amended WBA entered into by the parties; and
- (e) this Agreement will terminate with immediate effect.



6.2 CSAS Integration Date - no WBA executed

With effect on and from the CSAS Integration Date until and unless NBN Co and Customer enter into an Amended WBA or alternative contractual terms offered by NBN Co for the supply of CSAS, NBN Co may immediately do any one or more of the following:

- (a) Suspend, disconnect or discontinue the supply of the CSAS (in whole or in part) or services supplied under this Agreement;
- (b) cease processing any existing orders, and reject any new orders, for the CSAS; and
- (c) terminate this Agreement by notice in writing to Customer.

6.3 Expiry

This Agreement expires two years from the date of this Agreement unless earlier terminated in accordance with its terms.

6.4 Termination by NBN Co

NBN Co may, in its sole discretion, terminate this Agreement, cease supplying any Ordered Product and cease processing any orders for the CSAS at any time by giving at least twelve months' written notice to Customer.

7 Liability

7.1 Exclusions of liability

To the extent permitted by law, and without limiting:

- (a) any other exclusion or limitation of liability under clause E1 of the [CSAS Head Terms](#); or
- (b) NBN Co's obligations to indemnify Customer under clauses E2.1, E2.2, E2.3 or E2.4(a) of the [CSAS Head Terms](#),

NBN Co excludes liability for any and all Losses suffered or incurred by Customer arising from or in connection with:

- (c) the supply of the CSAS to the extent such Losses are caused or contributed to by any network, systems, equipment or facilities at a CSAS Point at which NBN Co supplies the CSAS (but excluding any network, systems, equipment or facilities that are part of the NBN Co Network); or
- (d) any Power Outage.

7.2 Cumulative liability cap

- (a) This clause 7.2 applies if the parties have entered into a Current WBA.
- (b) To the extent that either party (**first party**) is Liable to the other party:
 - (i) under this Agreement, the first party's aggregate Liability to the other party under clauses E1.4(a) and E1.4(b) of the [Current WBA Head Terms](#) is reduced by a corresponding amount; and
 - (ii) under the Current WBA, the first party's aggregate Liability to the other party under clauses E1.4(a) and E1.4(b) of the [CSAS Head Terms](#) is reduced by a corresponding amount.



7.3 CSG

- (a) No CSG Compensation is payable under this Agreement 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 any Ordered Product supplied under this Agreement.
- (a) Customer must pay to NBN Co on demand an amount equal to all Losses suffered or incurred by NBN Co, any Related Body Corporate of NBN Co, or their respective Personnel arising from or in connection with any Claim by Customer to pay CSG Compensation or amounts under section 118A of the TCPSS Act in respect of the supply to Customer of the CSAS.

8 General Terms

8.1 No effect on Current WBA

Except to the extent set out in clause 7.2, this Agreement does not vary or amend, and does not form part of, the Current WBA entered into by Customer and NBN Co (if applicable).

8.2 Compliance with CSAS Operations Manual

- (a) NBN Co will issue the [CSAS Operations Manual](#) and may update it from time to time by giving at least 20 Business Days' notice to Customer.
- (b) Each party must comply with the [CSAS Operations Manual](#).

8.3 Defined terms

The rules of interpretation and definitions in the [CSAS Dictionary](#) apply in this Agreement unless otherwise specified.

8.4 Contact persons

Each party must ensure that the Contact Matrix contains up-to-date details of the name, postal address, email address and fax number for each party's:

- (a) contact person for the purposes of notices under this Agreement;
- (b) Relationship Point of Contact and Operational Point of Contact; and
- (c) other relevant contacts, as may be agreed,

(in respect of each party, the **Contact Details**).

8.5 Other rules of interpretation

- (a) A reference in the [Current WBA Head Terms](#) or [Current WBA Dictionary](#) to:
 - (i) "this Agreement" will be read as if it were a reference to this Agreement as defined in clause 1.1;
 - (ii) a document comprising the Current WBA will be read as if it were a reference to the equivalent CSAS Document or the CSAS Operations Manual (as relevant);
 - (iii) a clause or section in a document comprising the Current WBA will be read as if it were a reference to the clause or section which relates to the equivalent subject matter in the equivalent CSAS Document or the CSAS Operations Manual (as relevant);
 - (iv) the "WBA Product Catalogue" will be read as a reference to all of the [CSAS Product Description](#), the [CSAS Price List](#), the [CSAS Product Technical](#)



[Specification](#), the [CSAS Service Levels Schedule](#), the [Service Description for the NBN Co Platform Interfacing Service](#) and the [Fair Use Policy](#); and

- (v) "Other Wholesale Broadband Agreement" means:
 - (A) in relation to Module G of the [Current WBA Head Terms](#), any CSAS Interim Terms between NBN Co and a person other than Customer; and
 - (B) otherwise, a wholesale broadband agreement between NBN Co and any person other than Customer.
- (b) A reference to a party having "entered into" a WBA SFAA includes entry into a variation of a pre-existing wholesale broadband agreement to adopt the terms of the WBA SFAA.
- (c) Module H, excluding clause H1.3 (Contact Matrix), of the [Current WBA Head Terms](#) applies to these CSAS Interim Terms to the extent that it is relevant to these CSAS Interim Terms as if:
 - (i) that module were set out in full in these CSAS Interim Terms; and
 - (ii) references to the Current WBA in that module were references to these CSAS Interim Terms.
- (d) Notwithstanding anything else in this Agreement, if there is any inconsistency between the terms of this Agreement, or the terms of this Agreement and the [CSAS Operations Manual](#), then that inconsistency will be resolved by giving precedence to documents in the following order:
 - (i) the [CSAS Interim Terms](#) and the [CSAS Dictionary](#);
 - (ii) the [CSAS Head Terms](#) and the [Current WBA Dictionary](#);
 - (iii) the [CSAS Product Description](#);
 - (iv) the [CSAS Price List](#);
 - (v) the [CSAS Product Technical Specification](#);
 - (vi) the [CSAS Service Levels Schedule](#);
 - (vii) the [CSAS Operations Manual](#);
 - (viii) the [Service Description for the NBN Co Platform Interfacing Service](#) which forms part of the Current WBA;
 - (ix) the [Credit Policy](#) which forms part of the Current WBA; and
 - (x) the [Fair Use Policy](#) which forms part of the Current WBA.



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 [insert full name of Customer] 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

[Insert execution blocks for any further related bodies corporate also acquiring services as parties in their own right]