

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

Contents

Click on the section that you are interested in.

1	About this Part	2
2	NBN Services	3
3	Eligibility	5
4	Additional Rights to Change NBN Services Terms	6
5	Additional Rights to Change NBN Plans	6
6	Faults and Maintenance	6
7	Installation and Equipment	7
8	Appointment and re-scheduling	13
9	Special meanings	14

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

1 About this Part

- 1.1 This is the Consumer Services on the NBN section of Our Customer Terms ('NBN Services').
- 1.2 The following sections of Our Customer Terms also apply to you if you take up NBN Services:
- (a) the [Services on the National Broadband Network section](#) of Our Customer Terms also apply;
 - (b) the [General Terms for Consumer Customers](#) or [Business and Government section of Our Customer Terms](#), as relevant; and
 - (c) any other terms of Our Customer Terms which are expressly incorporated.
- 1.3 There are a number of defined terms in this section of Our Customer Terms. Please refer to clause 9 for the defined terms.

Inconsistencies

- 1.4 If there is any inconsistency between this Section and any other term in Our Customer Terms that applies to the NBN Services, then to the extent of the inconsistency, they will be read in the following order of precedence:
- (a) [Services on the National Broadband Network section](#);
 - (b) [Part B – Phone and Broadband Services on the NBN section](#);
 - (c) [Part A – General Terms for Consumer Services on the NBN section](#);
 - (d) any other section of Our Customer Terms which applies to your NBN Service; and
 - (e) [General Terms for Consumer Customers](#) or [Business and Government section of Our Customer Terms](#), as relevant.
- 1.5 The rights we have to suspend or terminate a service in this Section are in addition to our rights to suspend or terminate a service in the General Terms or any other term of Our Customer Terms which is expressly incorporated.

References to our network

- 1.6 If any term of the General Terms or any other term of Our Customer Terms which is expressly incorporated refers to "our network", "our public switched telephone network", "Telstra Network" or anything similar, for the purposes of this Section those terms will be taken to also include a reference to the NBN and a reference to "service" in those terms will be taken to include a reference to NBN Services. Any reference in Our Customer Terms (including this section) to a Basic Telephone Service includes a reference to a Telstra Voice Service.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

2 NBN Services

- 2.1 The NBN Services may consist of a Telstra Broadband Service and a Telstra Voice Service (note: a Telstra Voice Standard Service is only available on the NBN Fibre Network).
- 2.2 To take up a Telstra Broadband Service on the NBN, you need to take up a Telstra Bundle or Broadband Plan on the NBN.
- 2.3 Once you take up an NBN Service on the NBN Fibre Network, the NBN HFC Network, the NBN FTTC Network or the NBN FTTB/FTTN Networks, any access to our existing PSTN, ADSL or cable networks at your Premises will be disconnected and will be unavailable for purchase at your Premises.
- 2.4 Once you take up an NBN Service on the NBN FTTB/FTTN Networks, the copper pair used to provide that service cannot be used to split an NBN broadband service and an NBN voice service by different service providers. Accordingly, if you want to acquire an additional NBN broadband or NBN voice service with another service provider (while still retaining your primary NBN Service(s) with your existing service provider), a separate copper pair will need to be used to supply that service. Any work to connect a separate copper pair will be provided on a fee for service basis as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms – for home and family customers [click here](#); business and government customers [click here](#).
- 2.5 Once you take up an NBN Service on the NBN FTTC Network, the copper pair used to provide that service cannot be used to split an NBN broadband service and an NBN voice service by different service providers. If you want to split an NBN broadband service and an NBN voice service by different service providers, or if you want multiple services, a separate copper pair will need to be used to supply that service. You will also need another NCD. Any work to connect a separate copper pair and NCD will be provided as a Subsequent Installation.
- 2.6 Once you take up an NBN Service on the NBN HFC Network, if you want to split an NBN broadband service and an NBN voice service by different service providers, or if you want multiple services, you will need more than one NTD (and Telstra NBN Modem connected to each NTD).

Power requirements

- 2.7 If your NBN Service is supplied over the:
- (a) **NBN Fibre Network or NBN Fixed Wireless Network**, the NTD is powered by the NBN Power Supply Unit installed by NBN Co. Both the NBN Power Supply Unit and the Telstra NBN Modem must always be connected to mains power supply directly. If your mains power supply fails or the power is turned off you will not be able to use your NBN Service. This means you cannot use your Telstra Voice Service to receive or make any telephone calls including calls to Emergency '000' services.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

- (b) **NBN FTTB/FTTN Networks**, the Telstra NBN Modem must always be connected to mains power supply directly. If your mains power supply fails or the power is turned off you will not be able to use your NBN Service. This means you cannot use your Telstra Voice Service to receive or make any telephone calls including calls to Emergency '000' services and your broadband service will also not work.
- (c) **NBN FTTC Network**, both the NCD and the Telstra NBN Modem must always be connected to mains power supply. If your mains power supply fails or the power is turned off you will not be able to use your NBN Service. This means you cannot use your Telstra Voice Service to receive or make any telephone calls including calls to Emergency '000' services and your broadband service will also not work.
- (d) **NBN HFC Network**, both the NTD and the Telstra NBN Modem must always be connected to mains power supply. If your mains power supply fails or the power is turned off you will not be able to use your NBN Service. This means you cannot use your Telstra Voice Service to receive or make any telephone calls including calls to Emergency '000' services and your broadband service will also not work.

Priority Assistance Customers

2.8 If you are a Priority Assistance customer and your NBN Service is supplied over the:

- (a) **NBN Fibre Network** on and from 30 July 2013 you will be provided with a Telstra Voice Standard Service. For existing customers, we will provide you with a secondary calling device to use during a power outage until Telstra Voice Standard is available to you. When that service becomes available, we may change the technology used to provide your NBN Service.
- (b) **NBN Fixed Wireless Network**, to remain an eligible Priority Assistance customer you must continue to use your phone service supplied over our existing fixed network.
- (c) **NBN FTTB/FTTN Networks, NBN FTTC Network and the NBN HFC Network**, Telstra Voice Standard Service is not available, rather a Telstra Voice Advanced Service will be provided to all customers with NBN Services supplied over the NBN FTTB/FTTN Networks, the NBN FTTC Network and the NBN HFC Network. Priority Assistance customers should note that there is no battery backup functionality available with a Telstra Voice Advanced Service. Accordingly, during a power outage at your Premises your NBN Services will not function. You will not be able to receive or make any telephone calls (including calls to Emergency 000 services) via the NBN Service and your broadband service will also not work.

Electronic Billing and Payment

2.9 All NBN Services (except for a stand-alone Telstra Voice Standard Service) require paperless billing and electronic payment. A \$2.20 fee will apply each month in arrears if you receive a

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

paper bill. A \$1.00 fee will apply each month in arrears if you make a bill payment in person or via mail.

- 2.10 Exemptions from these fees are available for:
- (a) Telstra Pensioner Discount customers;
 - (b) Telstra Disability Equipment Program customers, including those receiving a Braille or Large Print Bill;
 - (c) Australian Government Health Care Card Holder customers; and
 - (d) customers who do not have an email address or internet access.
- 2.11 **Paperless Bill:** You may receive an Email Bill or you can view your bill online via MyAccount on telstra.com. The terms and conditions for Email Bill and Online Billing are set out in the [General Terms for Consumer Customers](#) section of Our Customer Terms or [Business and Government section of Our Customer Terms](#), as relevant.
- 2.12 **Electronic Payment:** You may pay your bill via Direct Debit, BPAY®, telstra.com, over the phone or via a CentreLink Payment or Telstra Bill Assistance Certificate. (A payment processing fee applies for credit card payments. Refer to your bill for the amount of the fee.)
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- 2.13 For ACT customers: If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you a monthly ACT Government Utilities Tax Charge. See the General Terms of Our Customer Terms for further details.
- 2.14 Unless stated otherwise, all monthly fees are payable in advance and any additional usage charges are payable in arrears. Other fees and charges that are payable by you as set out in the charges section of your plan are payable by the date on the invoice.
- 2.15 If your service is cancelled, we will refund to you any unused proportion of your monthly access fee or minimum monthly spend and any other amount you have prepaid. You remain liable for all charges you incur up to the date your service is cancelled and we can deduct from your refund any amounts that you owe to us (unless these terms say otherwise).

3 Eligibility

- 3.1 The NBN Services are only available to consumer customers and eligible small business customers and are not available to wholesale or other business customers.
- 3.2 The NBN Services are only available at Premises which the NBN Co determines are serviceable by the NBN. To check if you're eligible, consumer customers please call 1800TFIBRE (834 273) and small business customers please call 1800 051 763.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

4 Additional Rights to Change NBN Services Terms

- 4.1 We can (including if requested by NBN Co) change the technology or equipment used to provide your NBN Service before the end of your fixed length contract provided that we take reasonable steps to offset any material detrimental effects caused by that change.
- 4.2 Where we need to change the technology or equipment used to provide your NBN Service (including if requested by NBN Co):
- (a) you must provide us with reasonable assistance to enable us to effect the transfer, including you (or your authorised representative who is over 18 years of age) being present as reasonably requested and providing us (or our contractors) with safe and timely access to the Premises to effect the change, including permitting us to deliver, install, connect, inspect any equipment required for your service; and
 - (b) we may terminate your service before the end of your minimum term if you do not comply with your obligations under clause 4.2(a) so we are unable to make the change.
- 4.3 Our rights under this clause to change the technology or equipment used to provide your NBN Service are in addition to, and are not intended to limit, any other rights we have to change your technology or equipment under another section of Our Customer Terms.

5 Additional Rights to Change NBN Plans

In addition to our rights as set out in the General Terms, if your NBN service is supplied over the NBN FTTN Network, NBN FTTB Network or NBN FTTC Network we may:

- 5.1 move you to the next lowest nbn speed tier plan if:
- (a) MAS data shows that the NBN connection at your address does not support the download and upload speeds of your current plan; and
 - (b) we reasonably believe that you are not receiving any speed benefit remaining on your current plan relative to the next lower speed tier plan.
- 5.2 We will tell you of the plan changes at least 30 days beforehand. If you wish to remain on your current plan, you will need to contact us.

6 Faults and Maintenance

- 6.1 Clause 6 of [Part A – General of the Basic Telephone Section of Our Customer Terms](#) applies in relation to faults with your Telstra Voice Service. References in those parts of Our Customer Terms will be read to include a reference to a Telstra Voice Service.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

- 6.2 Clause 13 of [Part A – General Terms for BigPond Services of Our Customer Terms](#) applies in relation to faults with your Telstra Broadband Service. References in those parts of Our Customer Terms will be read to include a reference to a Telstra NBN Modem.
- 6.3 For customers who take up a Home Broadband plan on and from 26 February 2019, Part F of the Home Broadband Plans section of Our Customer Terms applies in relation to faults with your Telstra Broadband Service. References in those parts of Our Customer Terms will be read to include a reference to a Telstra NBN Modem.

7 Installation and Equipment

- 7.1 If your NBN Service is supplied over the:
- (a) **NBN Fibre Network or NBN Fixed Wireless Network**, the installation of an NBN Service is a two stage process. The first stage is done by NBN Co (or an Installer) in accordance with clauses 7.2 to 7.6 and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms. The second stage is either done by Telstra performing a professional installation in accordance with clause 7.22 or by you using a self-installation kit, in accordance with clauses 7.26 and 7.27.
 - (b) **NBN FTTB Network**, the installation an NBN Service is a two stage process:
 - (i) if you have existing voice and broadband services which are to be transitioned to the NBN and you have opted for a Telstra professional install, the first stage is done by Telstra performing a professional installation, in accordance with clauses 7.24. The second stage is then done by NBN Co (or an Installer) in accordance with clauses 7.8 to 7.11 below and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms; but
 - (ii) otherwise, the first stage is done by NBN Co (or an Installer) in accordance with clauses 7.8 to 7.11 below and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms. The second stage is then done by you using a self-installation kit in accordance with clauses 7.26 and 7.27, or (for new services which are being professional installed or if you have an existing voice only service which is being transitioned to the NBN) by Telstra performing a professional installation in accordance with clause 7.24.
 - (c) **NBN FTTN Network**, the installation an NBN Service is a two stage process:
 - (i) if you have existing voice and broadband services which are to be transitioned to the NBN and you have opted for a Telstra professional install, the first stage is done by Telstra performing a professional

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

installation, in accordance with clause 7.24 . The second stage is then done by NBN Co (or an Installer) in accordance with clauses 7.12 to 7.15 below and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms; but

- (ii) otherwise, the first stage is done by NBN Co (or an Installer) in accordance with clauses 7.12 to 7.15 below and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms. The second stage is then done by you using a self-installation kit in accordance with clauses 7.26 and 7.27, or (for new services which are being professional installed or if you have an existing voice only service which is being transitioned to the NBN) by Telstra performing a professional installation in accordance with clause 7.24.
- (d) **NBN FTTC Network:**
 - (i) You must ensure that your equipment is not connected to any telephony sockets other than those on or connected to your Telstra NBN Modem. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms , we are not liable for any faults to your NBN FTTC Network service caused by your breach of this requirement;
 - (ii) the installation of an NBN Service may involve any of the following depending upon your choices and circumstances:
 - (A) an NBN Co (or an Installer) install in accordance with clauses 7.16 to 7.21 below and the terms in the [Services on the National Broadband Network section](#) of Our Customer Terms;
 - (B) a Telstra professional installation performed by us for a fee, in accordance with clause 7.25 ; and/or
 - (C) a self-installation by you using a self-installation kit in accordance with clauses 7.26 and 7.27 .
- (e) **NBN HFC Network**, the installation of an NBN Service is a two stage process. The first stage is done by NBN Co (or an Installer) in accordance with clauses 7.2 and 7.7 and the terms in the Services on the National Broadband Network section of Our Customer Terms. The second stage is either done by Telstra performing a professional installation in accordance with clause 7.23 or by you using a self-installation kit, in accordance with clauses 7.26 and 7.27.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

NBN Co Installation – NBN Fibre Network, NBN HFC Network and NBN Fixed Wireless Network

- 7.2 If you are an eligible customer and request an NBN Service and you require a NBN installation, we will arrange for NBN Co (or an Installer) to provide and install the NBN Co Equipment.
- 7.3 For NBN Services supplied over the NBN Fixed Wireless Network, before commencing the NBN Co Installation, NBN Co will undertake a radio signal survey to test whether you can receive a strong enough signal to receive the NBN Service.
- 7.4 If at the time of installation NBN Co (or the Installer) identifies a fault with the NBN Co Equipment used to connect the Premises to the NBN, NBN Co or the Installer will resolve the fault unless:
- (a) the installation requires additional equipment which NBN Co (or the Installer) is not in possession of at that point in time;
 - (b) NBN Co directs the Installer that the fault cannot be resolved within the appointment time;
 - (c) it would be dangerous to the health or safety of any person or property for NBN Co (or the Installer) to continue installing and testing the NBN Co Equipment; or
 - (d) any other circumstance exists that would prevent a competent contractor from being able to complete activities requires to complete the installation.
- 7.5 You must provide us and NBN Co (or the Installer) reasonable assistance to enable us and NBN Co to complete the installation, including being present as reasonably requested and providing access to NBN Co (or the Installer) and Telstra.
- 7.6 If you are not the owner of the Premises, you will need to seek approval from the owner of the Premises for the installation (including location within the Premises) of the NBN Services and the NBN Co Equipment (if relevant).
- 7.7 For NBN Services supplied over the NBN HFC Network:
- (a) If you have an existing cable service (i.e. cable broadband), access to that service will be lost during installation of the NBN Equipment and activation of your NBN Service;
 - (b) If you have an existing pay TV service delivered via cable (i.e. Foxtel delivered via cable), access to this service may be momentarily lost during installation of the NBN Equipment. Your pay TV services do not transition to the NBN and remain as they are; and

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

- (c) If you do not have pre-existing HFC lead-in cable which is serviceable, NBN Co will install new HFC lead-in cable either aerially or through new or existing lead-in conduit. Where a new HFC lead-in cable is required, you are responsible for providing suitable trenching and conduit or the erection of poles (including clearing, digging and reinstatement of land) between the property entry point and the building entry point.

NBN Co Installation – NBN FTTB Network

- 7.8 If you are an eligible customer and request an NBN Service and you require an NBN installation, we will arrange for NBN Co (or an Installer) to undertake the necessary installation work to the MDF and, if required, perform testing at your premises.
- 7.9 Cabling is required to be available from the MDF through to your Premises for the NBN installation to occur. If at the time of installation, NBN Co (or the Installer) identifies that cabling or lead-in conduit are required to connect your Premises to the NBN, NBN Co or the Installer will notify you of such requirement and your order for NBN Services will be placed on hold until the required cabling is in place.
- 7.10 You must provide us and NBN Co (or the Installer) reasonable assistance to enable us and NBN Co to complete the installation, including being present as reasonably requested and providing access to NBN Co (or the Installer) and Telstra.
- 7.11 If you are not the owner of the Premises, you will need to seek approval from the owner of the Premises for the installation (including location within the Premises) of the NBN Services and the NBN Co Equipment (if relevant).

NBN Co Installation – NBN FTTN Network

- 7.12 If you are an eligible customer and request an NBN Service and you require an NBN installation, we will arrange for NBN Co (or an Installer) to undertake the necessary installation work to the Node. If you do not currently have an active home phone service, NBN Co (or the Installer) may need access to the Premises for the NBN installation.
- 7.13 Cabling is required to be available from the Node through to your Premises for the NBN installation to occur. If at the time of installation, NBN Co (or the Installer) identifies that cabling or lead-in conduit are required to connect your Premises to the NBN, NBN Co or the Installer will notify you of such requirement and your order for NBN Services will be placed on hold until the required cabling is in place.
- 7.14 You must provide us and NBN Co (or the Installer) reasonable assistance to enable us and NBN Co to complete the installation, including being present as reasonably requested and providing access to NBN Co (or the Installer) and Telstra.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

- 7.15 If you are not the owner of the Premises, you will need to seek approval from the owner of the Premises for the installation (including location within the Premises) of the NBN Services and the NBN Co Equipment (if relevant).

NBN Co Installation – NBN FTTC Network

- 7.16 If you are an eligible customer and request an NBN Service and you require an NBN installation, we will arrange for NBN Co (or an Installer) to provide and install the NBN Co Equipment.
- 7.17 Cabling is required to be available from the DPU or MDF through to your Premises for the NBN installation to occur. If at the time of installation, NBN Co (or the Installer) identifies that cabling or lead-in conduit are required to connect your Premises to the NBN, NBN Co or the Installer will notify you of such requirement and your order for NBN Services will be placed on hold until the required cabling or conduit is in place or required civil works completed.
- 7.18 You must provide us and NBN Co (or the Installer) reasonable assistance to enable us and NBN Co to complete the installation, including being present as reasonably requested and providing access to NBN Co (or the Installer) and Telstra.
- 7.19 If you are not the owner of the Premises, you will need to seek approval from the owner of the Premises for the installation (including location within the Premises) of the NBN Services and the NBN Co Equipment (if relevant).
- 7.20 If your NBN Service uses a MDF and you do not have pre-existing lead-in cable which is serviceable, NBN Co will install new lead-in cable either aerially or through new or existing lead-in conduit. Where a new lead-in cable is required, you are responsible for providing suitable trenching and conduit or the erection of poles (including clearing, digging and reinstatement of land) between the property entry point and the building entry point.
- 7.21 If your NBN Service uses a MDF, you are responsible for arranging and providing any in-building cabling and civil works between the MDF and your Premises as required to install your service.

Telstra Professional Installation - NBN Fibre Network and NBN Fixed Wireless Network

- 7.22 We will professionally install the Telstra equipment required to connect the NBN to your NBN Service. The Telstra NBN Modem must be installed in close proximity to the NTD and your existing phone point if you are taking up a Telstra Voice Advanced Service, otherwise charges may apply under clause 7.28 . A standalone Telstra Voice Standard Service does not include a Telstra NBN Modem, but the NTD must be installed in close proximity to your existing phone port, otherwise charges may apply under clause 7.28 . The relevant Telstra installation charge will depend on which NBN Service you sign up to and the charges are set out in [Part B – Phone and Broadband Services on the NBN section](#).

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

Telstra Professional Installation - NBN HFC Network

- 7.23 We will professionally install the Telstra equipment required to connect the NBN to your NBN Service. The Telstra NBN Modem must be installed in close proximity to the NTD, otherwise charges may apply under clause 7.28 .

Telstra Professional Installation - NBN FTTB/FTTN Networks

- 7.24 We will professionally install the Telstra equipment, including the Telstra NBN Modem, required to connect the NBN to your NBN Service. One phone point will be connected to the NBN. This will be the phone point from which your Telstra NBN Modem will operate and any other phone point will no longer continue to work after your NBN Service has been connected. The relevant Telstra installation charge will depend on which NBN Service you sign up to and the charges are set out in [Part B – Phone and Broadband Services on the NBN section](#).

Telstra Professional Installation - NBN FTTC Networks

- 7.25 We will professionally install the NCD (if required) and Telstra equipment, including the Telstra NBN Modem, required to connect the NBN to your NBN Service. The Telstra NBN Modem must be installed in close proximity to the NCD, otherwise additional charges may apply under clause 7.28 .

Self-Installation Kit

- 7.26 If you qualify and elect to perform the Telstra stage of the installation process yourself, we will provide you with a self installation kit and instructions. A \$12 delivery fee will apply.
- 7.27 If your self installation is unsuccessful, we will professionally install the equipment in accordance with clause 7.22 or 6.24 or 6.25 (as relevant) and installation fees may apply.

General

- 7.28 If you require additional cabling or work to connect your services (for example, where the NTD is not in close proximity to the Telstra NBN Modem or your existing phone point or if you require other telephony sockets to work) these will be provided on a fee for service basis as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms – for home and family customers [click here](#); for business and government customers [click here](#).
- 7.29 If we provide you equipment, responsibility for loss or damage to the equipment passes to you when it is delivered to your Premises.
- 7.30 We are not responsible for the operation of any equipment or applications connected to any of your NBN Services that you or someone other than us supplies.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

- 7.31 The NBN Services and equipment we or NBN Co install do not support voice or broadband access in extensions to buildings which are outside the Premises.
- 7.32 You must ensure that the equipment installed is not covered in any way that prevents air circulating around it.
- 7.33 You understand that in performing the work reasonably required to complete the installation, temporary outages or interruptions may be caused. We will use our reasonable endeavours to advise you if that is likely and how long the interruptions or outages might be.
- 7.34 If we and NBN Co reasonably determine that the NBN installation required is standard, you agree that we can complete the NBN installation unless you tell us otherwise.
- 7.35 All cabling and equipment on your side of the Network Boundary Point is your responsibility, and if we provide you with equipment, responsibility for loss and damage to the equipment passes to you when it is delivered to your Premises.
- 7.36 Subject to your rights under consumer protection laws which may apply which cannot be excluded, if you ask us or NBN Co to rearrange, modify, remove or repair NBN Co Equipment, NBN Co will provide you with a quote for this work and will only perform the rearrangement, modification, removal or repair if you agree. These charges will appear on a subsequent Telstra bill.
- 7.37 All computers connected to NBN Services must meet the minimum system requirements. To view these requirements, please click here. < <http://go.bigpond.com/broadband/system-requirements/> >

8 Appointment and re-scheduling

- 8.1 If you wish to re-schedule an appointment you must provide us with at least 24 hours' notice. If you do not provide us with at least 24 hours' notice or you miss your scheduled appointment you may be charged a late cancellation or missed appointment fee. NBN Co (or the Installer) or Telstra may reschedule an appointment with you. We are relying on NBN Co to tell us about a reschedule of your appointment and will give you as much warning as we reasonably can.
- 8.2 We will use due care and skill in organising your appointment time and there may be other statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply. However, given that we are not solely responsible for the installation of your NBN Service or equipment needed to use the NBN Services, we cannot promise that your appointment time will be met and there may be some circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws and subject the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do exclude

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by us.

9 Special meanings

9.1 The following words have the following special meanings:

business customers has the meaning given in the [Business and Government section of Our Customer Terms](#).

DPU means equipment used by NBN Co for the purposes of supplying an NBN Service on the NBN FTTC Network.

Installer means a person authorised by, or on behalf of, NBN Co to install and make the NBN Co Equipment at a Premises ready for service.

MAS: means maximum attainable speed. NBN Co provides MAS data about each FTTN/B/C service. The maximum attainable speed is the highest internet speed that can be delivered to each consumer given the current technical capability of their nbn connection.

MDF means the main distribution frame located in the multi-dwelling unit in which your Premises is located.

NBN means the NBN Fibre Network, the NBN HFC Network, the NBN Fixed Wireless Network, the NBN FTTB/FTTN Networks and the NBN FTTC Network and includes any other network, systems, equipment and facilities used by NBN Co in connection with the supply of services.

NBN Co means NBN Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related bodies corporate, and their respective officers, employees, agents, subcontractors and consultants.

NBN Co Equipment means any equipment that is owned, operated or controlled by NBN Co.

NBN Fibre Network means the NBN fibre network that comprises solely of a fibre line and that is owned or controlled by, or operated by or on behalf of, NBN Co (to avoid doubt, excludes the NBN FTTB/FTTN Networks and NBN FTTC Network).

NBN Fixed Wireless Network means the NBN fixed wireless network that is owned or controlled by, or operated by or on behalf of, NBN Co.

NBN FTTB Network means the NBN Fibre to the Building (FTTB) network that is owned or controlled by, or operated by or on behalf of, NBN Co.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

NBN FTTB/FTTN Networks means both the NBN FTTB Network and the NBN FTTN Network.

NBN FTTC Network means the NBN Fibre to the Curb (FTTC) network that is owned or controlled by, or operated by or on behalf of, NBN Co.

NBN FTTN Network means the NBN Fibre to the Node (FTTN) network that is owned or controlled by, or operated by or on behalf of, NBN Co.

NBN HFC Network means the hybrid fibre coaxial cable network that is owned or controlled by, or operated by or on behalf of, NBN Co.

NBN Power Supply Unit means the unit that provides 12V power supply to the NBN connection box and provides battery backup power to the NBN connection box when fitted with a working battery.

NBN Service means a service which relies on the NBN, or for which the NBN is a component part.

Network Connection Device (NCD) means a network connection device supplied by NBN Co for the supply of the NBN Services on the NBN FTTC Network.

Network Boundary Point means:

- (i) in relation to the NBN Fibre Network, the NBN HFC Network and the NBN Fixed Wireless Network - the point where the NBN Service is provided, being your side of the user network interface on the NTD;
- (ii) in relation to the NBN FTTB Network – your side of the user network interface on the MDF;
- (iii) in relation to the NBN FTTC Network
 - (A) if your Premises has an MDF, your side of the user network interface on the MDF; or
 - (B) the first phone point on the line after building entry or your side of the user network interface on the NCD.
- (iv) in relation to the NBN FTTN Network – your first phone point on the line after building entry.

Network Termination Device (NTD) means a network termination device supplied by NBN Co for the supply of the NBN Services on the NBN Fibre Network, the NBN FTTC Network, the NBN HFC Network and the NBN Fixed Wireless Network. NTD is also referred to as the **NBN Connection Box**.

Our Customer Terms

Consumer Services on the NBN Section

Part A - General Terms for Consumer Services on the NBN

Node means equipment used by NBN Co for the purposes of supplying an NBN Service on the NBN FTTN Network.

Premises means the location at which you intend to use the NBN Service.

Priority Assistance has the meaning given in the [Priority Assistance section of Our Customer Terms](#).

Telstra Broadband Service means a Telstra internet service connected to the NBN via the Telstra NBN Modem.

Telstra Broadband Plan or Bundle on the NBN means a Telstra Broadband Service and Telstra Voice Service on one bill as set out in clause 5 of [Part B – Phone and Broadband Services on the NBN section](#).

Telstra NBN Modem means the Wi-Fi modem that Telstra may supply to deliver your NBN Services.

Telstra Voice Advanced Service means a Telstra voice service connected to the NBN as set out in clause 2 of [Part B – Phone and Broadband Services on the NBN section](#).

Telstra Voice Service means a Telstra Voice Standard Service or a Telstra Voice Advanced Service.

Telstra Voice Standard Service means a Telstra voice service connected to the NBN as set out in clause 2 of [Part B – Phone and Broadband Services on the NBN section](#).

Wholesale customer has the meaning given in the [Wholesale Services section of Our Customer Terms](#).