



## ACCESS SERVICE SCHEDULE

### 1. DEFINITIONS

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- 1.1. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**4G** means a mobile or cellular network that meets fourth generation standards for cellular wireless for the transmission of data.

**Access Partner** means a third party selected by Vocus to provide some or all of the Access Service.

**Access Service** means a service that connects a Customer or End User to the Provider Edge (PE) Router of the Vocus network and may be supplied by Vocus to the Customer in conjunction with other Services.

**Committed Information Rate (CIR)** is the bit rate for which the Vocus network is dimensioned to provide the end user without impact from the usage of other subscribers.

**Contented** means an access method for the network in which connected devices gain entry to the communication medium on a first-come, first served basis.

**Contention Ratio** indicates the CIR:PIR ratio of traffic assigned to an access service e.g. 5:1.

**Customer** means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

**End User** means a customer of the Customer.

**Excess Information Rate (EIR)** is the additional bit-rate that the end user can utilise and for which traffic can pass through the access network but may be partially or wholly unavailable due to network congestion.

**Fixed Wireless** means the wireless access technology used by the NBN in providing an NBN service to specific locations using fixed wireless to a Customer or End User location.

**FTTB** means the fibre to the building technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a building and then VDSL to a Customer or End User location.

**FTTC** means the fibre to the curb technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to a Customer or End User location.

**FTTN** means the fibre to the node technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to a Customer or End User location.

**FTTP** means the fibre to the premises technology used by the NBN in providing an NBN service to specific locations using optical fibre to a Customer or End User location.

**Microwave** means a wireless network that uses the microwave radio frequency range for the transmission of data

**NBN Access Service** means an Access Service provided across the NBN network through the use of the products described under their Wholesale Broadband Agreement (WBA) at <https://www.nbnco.com.au/>

**NBN Co** means NBN Co Limited.

**NBN** is the National Broadband Network provided by NBN Co.

**NBN Network** means the telecommunications equipment, the satellite, wireless, copper, aluminum and optical fibre networks owned or controlled by, or operated by NBN Co (or any Related Body Corporate of NBN Co).

**Peak Information Rate (PIR)** is the sum of CIR and EIR.

**Satellite** means a wireless network that uses communication satellites for the transmission of data

**Service Delivery Point** means the sites at which Vocus will provide the Service

Interface as specified by the customer in the Service Order.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the Service.

**Services** mean a service(s) provided by Vocus to the Customer pursuant to a Service Order which is delivered using an Access Service.

**Standard Terms and Conditions** means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>.

**Subscriber** means a device which is consuming bandwidth within the access network

**Supplied Connection Device** means the network connection device supplied by Vocus or its Access Partner which terminates an Access Service. Where no device is supplied, this refers to the tagged location which terminates an Access Service.

**Vocus SLA** means the Vocus service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

## 2. INTERPRETATION

2.1 In the event of any inconsistency between the terms of this Service Schedule, the Standard Terms and Conditions, a Service Order or a Service Schedule for a Service that is supplied in conjunction with the Access Service in relation to a particular supply of a Access Service, the following order of priority applies:

- (a) first the Service Order;
- (b) the Service Schedule for another Service;
- (c) Service Schedule for an Access Service;
- (d) the Service Level Agreement; and lastly the Standard Terms and conditions.

## 3. ACCESS SERVICES

This Service Schedule applies to Services delivered to the Customer using an Access Service.

3.1. The Access Service may be supplied as either:

- (a) a Contended access whereby the

service will share access network capacity with other subscribers; or

- (b) an un-contended access whereby access bandwidth is dedicated to the service.

- (c) For a Contended Access the performance of the service may vary depending on network conditions, both within the Vocus network and third party networks used to deliver the service. A contended service may be supplied as:

- i. Contended' without a specified contention ratio.
- ii. Contended' with a contention ratio e.g. '5:1', indicating a mixture of EIR and CIR traffic.

- (d) Where a contended service is offered without a contention ratio there is no guarantee of any bandwidth availability - PIR and EIR are equal.

- (e) Where a contended service is offered with a defined contention ratio, this indicates the PIR:CIR traffic ratio. E.g. A 50Mbps access service with a 5:1 contention ratio would support up to 10Mbps of CIR traffic.

- (f) For an un-contended access, the access network is dimensioned to avoid congestion and (barring exceptional events) allow full availability of the bandwidth purchased. The bandwidth is generally not affected by other end users in the Vocus access network, or by the network conditions in third party networks.

3.2. For contended and un-contended access services, the speed of the Access Service, as specified in the Service Order, is a theoretical maximum speed only. Actual speed observed will depend on:

- (a) overheads of the transmission protocols used; the size of the packets transmitted; any contention or congestion in the networks used in the transmission;
- (b) characteristics and configuration of hardware and software employed in the transmission including that of any Customer Equipment; type of technology deployed by NBN Co to the Customer Premises;
- (c) where the Access Service is delivered using an ADSL, FTTN, FTTB, FTTP or FTTC or Hybrid Fibre Coaxial; factors including the length, type, quality, condition, number of joints, electrical interference (both internal and external) and weather conditions affecting copper

cable within the Customer's Premises and between the Customer's Premises and the local node where the copper cable terminates; and

- (d) where the Access Service is delivered using Wireless technologies of Microwave, 4G or Satellite, factors including, but not limited to, signal reception, interference, and premises cabling quality and condition, and weather conditions.
- 3.3. An Access Service is typically supplied as part of another Service and may appear as an additional item on a sales order or invoice.
- 3.4. The Customer must:
  - (a) only utilise the Access Service using equipment supplied by Vocus or its Access Partners and/or equipment that is ACMA approved telecommunications equipment;
  - (b) where applicable, ensure that the Customer Equipment is compatible with the NBN Network, NBN Supplied Connection Device and or Vocus Equipment.
- 3.5. The Customer acknowledges that:
  - (a) an Access Service is available in selected locations where an access Network is connected, ready for use and is subject to availability;
  - (b) Vocus does not guarantee that any equipment supplied by either Vocus or its Access Partner, including but not limited to the Service Interface, will be compatible with any Customer Equipment;
  - (c) Vocus does not guarantee that the Customer's connection speed made available will achieve the theoretical maximum connection speed at any given time; and
  - (d) the Access Service may not operate in the event of a mains power failure unless an uninterrupted power supply unit is installed by the Customer.
- 3.6. An Access Service where the Access Partner is NBN using their NBN Ethernet product may be additionally described as either:
  - (a) a Lite Access (Contended Lite Access, Un-Contended Lite); or
  - (b) a Premium Access (Contended Premium Access, Un-contended Premium Access).

#### **4. NBN LITE ACCESS**

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- 4.1. Vocus will arrange and coordinate the activation of the Customer's NBN Access Service and will notify the Customer once the connection is provisioned at the Service Delivery Point.
- 4.2. It is the Customer's responsibility at its cost, to arrange and have installed;
  - (a) any trenching, conduits or erection of poles at the Customer's side of the Service Delivery point;
  - (b) any internal communications cabling infrastructure including any cabling from the NBN Supplied Connection Device.
  - (c) Any faults attributed to the above will be the responsibility of the Customer to repair.
- 4.3. The Service Delivery Point for a Lite Access is defined as the location of the NBN Supplied Connection Device. The Customer is responsible at its cost for the supply, installation and maintenance of the cabling between NBN Supplied Connection Device and Customer Equipment.

#### **5. NBN PREMIUM ACCESS**

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- 5.1. Vocus will provide up to 30 meters of cable at no additional charge as part of the NBN Premium Access if there is insufficient internal communications cabling infrastructure between the NBN Supplied Connection Device and the Customer's requested Service Delivery Point.
- 5.2. An additional fee will apply where the Customer requests Vocus to perform the following non-standard works:
  - (a) any building penetration including wall/ceiling/floors;
  - (b) installation of new cable trays or cable ducting;
  - (c) communications cabling of more than 30m between the NBN Supplied Connection Device and the Customer's requested Service Delivery Point; and
  - (d) replacement of any existing faulty cabling outside of the initial service delivery phase.

## **6. RELOCATIONS**

- 6.1. In the event the Customer requires a relocation of the Access Service or Service to a new location, it must give to Vocus a written request in a manner nominated by Vocus. The Customer acknowledges that not all Access Services or Services can be relocated.
- 6.2. Vocus will respond to the request and advise the Customer whether the Access Service or Service can be relocated.
- In the event the Access Service or Service can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Access Service or Service as a result of the relocation.

## **7. UPGRADES**

- 7.1. The Customer may request that the Access Service or Service, including delivery technology, be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service. Any applicable fees for this upgrade will be referenced in the Service Order.
- 7.2. A once-off upgrade fee and additional monthly fees may apply. Fees for this upgrade will be referenced in the Service Order.

## **8. SERVICE DELIVERY**

It is the Customer's responsibility to ensure that the Customer Equipment is maintained in good working order.

- 8.1. The operation of the Customer Equipment used in connection with the Access Service and any repairs to it is the Customer's responsibility.
- 8.2. If the Customer notifies Vocus that the Supplied Connection Device contains faulty components, the Customer must undertake the trouble shooting steps as notified by Vocus or its Access Supplier from time to time. The Customer must give Vocus and or its Access Supplier sufficient information to assess the fault. If Vocus find that the relevant component is not faulty, Vocus may charge the Customer a service fee. Vocus will tell the Customer the amount of the service fee before Vocus and or the Access Supplier test the Supplied Connection Device.
- 8.3. the Customer is responsible for any damage, loss or theft of any equipment owned or provided by Vocus or its Access Supplier. All
- 8.4. Vocus or Access Supplier equipment

including the Supplied Connection Device remains the property of Vocus or the relevant Access Supplier. The Customer must not relocate, move within the Customer's Premises, or remove the equipment from the Customer's Premises at any time, unless instructed by Vocus or the Access Supplier.

- 8.5. The Customer must follow any instruction provided by Vocus or the Access Supplier regarding the care, use or storage of the Supplied Connection Device or other equipment owned or provided by Vocus or its Access Supplier.

## **9. NBN FAIR USE**

- 9.1 The Customer must not, and to the extent permitted by law, must ensure that its End Users must not:
- (a) use the NBN Access Service in a manner which, having regard to the NBN Co Business Rules available at [www.nbnco.com.au](http://www.nbnco.com.au) as updated from time to time, Vocus or NBN Co consider to be inappropriate, unreasonable or excessive; or
  - (b) do any act, or fail to do any act, which are likely to cause Vocus to breach the 'Acceptable Use' or 'Fair Use' policy of NBN Co.
- 9.2. Notwithstanding the above clause 10.1, Vocus is not obligated to monitor the use of the NBN Access Service, or to suspend, limit, disconnect or terminate a NBN Access Service if there is excessive, unreasonable or unusual usage of the NBN Access Service.

## **10. NBN ACCESS SERVICE TERMS**

- 10.1. Notwithstanding anything else in this Service Schedule or the Stand Terms and Conditions:
- (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which Customer may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, Customer must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co Ltd, its Related Bodies Corporate or any of their respective personnel in connection with the supply (or any delay, failure to or

defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Service Schedule;

- (b) sub-paragraph (a) does not apply to a claim by Customer for loss or damage suffered or incurred by Customer arising from or in connection with:
  - (i) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co, its Related Bodies Corporate or any of their respective personnel or third party suppliers;
  - (ii) the death or personal injury of any person to the extent caused or contributed to by:
    - 1. negligent or willful acts or omissions of NBN Co, its Related Bodies Corporate or any of their respective personnel or third party suppliers; or
    - 2. any equipment or network owned, operated or controlled by NBN Co;
- (c) Vocus may assign the benefit of this section to NBN Co or its nominee without consent or, to the extent that consent is required, Customer hereby gives that consent;
- (d) to the extent that the Customer resupplies the Service, Customer must include sub-paragraph (a), sub-paragraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:
  - (i) references to "Customer" were references to the relevant downstream customer or End User;
  - (ii) references to "this Agreement" were references to the contract between Customer and the relevant downstream customer or End User; and
  - (iii) the reference to "Vocus" in clause sub-paragraph (c) were a reference to Customer.