

# Our Customer Relationship Agreement

## NBN STAGE 1 SERVICE DESCRIPTION

**Internode Pty Ltd** ABN 82 052 008 581

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of our CRA or in the body of this Service Description.

### **1. ABOUT THE NBN STAGE 1 SERVICE DESCRIPTION**

- 1.1 The terms and conditions contained in this Service Description are additional to, and should be read in conjunction with, our CRA.
- 1.2 Use of the Internode NBN Stage 1 Service (Service) is subject to this Service Description and the General Terms of our CRA, including the other documents listed in clause 1.2 of the General Terms.

### **2. DEFINITIONS**

- 2.1 Build Drop means a fibre lead-in cable is installed from a connection point in the street (aerial or underground) to the nearest practical and safe installation point on the Premises, during the initial construction phase.
- 2.2 Demand Install means the installation activity that occurs when you order a service from us, including the supply and installation of the Optical Network Termination and Power Supply Units. If a Build Drop was not performed during the initial construction phase, then the fibre lead-in cable will also be installed.
- 2.3 Premises means the location where you intend to use the Service. We can only deliver the Service to homes that are within the specified NBN Stage 1 areas of Midway Point, Smithton and Scottsdale in Tasmania. We will deliver your Service to the Network Boundary Point of that Premises, which is defined as the Ethernet port on the Optical Network Termination unit. Cabling from the Network Boundary Point to the location where you intend to use the Service is your responsibility and you may incur charges for any installation, repair or any other work required in relation to any such cabling.
- 2.4 Service means an Internode NBN Stage 1 service.

### **3. OVERVIEW OF THE SERVICE**

- 3.1 The Service provides broadband Internet delivered over an optical fibre access network to your home. This Service is only available in the specified NBN Stage 1 areas of Midway Point, Smithton and Scottsdale in Tasmania.

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### ***Limited Duration Pricing***

- 3.2 The underlying cost of the access from the wholesale network operator is expected to change from 30<sup>th</sup> June 2011. If this occurs we reserve the right to change the retail price of the Service. You will be informed of any price changes and if these are not acceptable to you, you may cancel your Service without penalty.

### ***Property Owner Consent***

- 3.3 The installation involves physical work at your Premises. Consequently, it is a condition that you are the owner of Premises, or that you have obtained the written consent of the owner of the Premises to have the Service installed. This written consent must be signed and dated, and provided to us on request.

### ***Customer Equipment Requirements***

- 3.4 You need to provide equipment to access the Service, and we recommend, sell and support both the NetComm NP803n Ethernet Router and the Apple AirPort Extreme Ethernet Router. We do not offer technical support for any other type of Ethernet Router; and please note that ADSL Routers are unsuitable for this purpose.
- 3.5 This customer equipment must be purchased, maintained and operated by you, and remains your property beyond the termination of any Service agreement with us. All customer equipment must be approved for connection to Australian telecommunications networks.

## **4. THE INSTALLATION PROCESS**

### ***Standard Installation***

- 4.1 Please refer to our 'NBN Key Terminology' document if you require further information on terms such as NAP, NTU and PSU. The 'Standard Installation' includes the following.
- (a) Determine closest practical and safe point on the Premises from the Network Access Point (NAP) in the street to connect the Optical Network Termination Unit (NTU).
  - (b) Install the NTU and complete the earthing as required. Usually the NTU will be installed close to the Premises power meter box. However, the NTU cannot be installed within 1 metre from where the Premises' electrical power supply cable is connected to the Premises.
  - (c) Select shortest length from range of drop cable sizes to reach the NTU, and connect drop cable to correct port on NAP.
  - (d) Fit NTU to Premises inside its protective housing.
  - (e) Affix the other end of the drop cable to the correct port on NTU, including securing surplus drop cable inside NTU's protective housing if required.

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- (f) The Power Supply Unit (PSU) is connected to an internal 240V standard power point closest to NTU (this must be within 10 metres). The PSU must always be installed inside the Premises for environmental and end user battery backup monitoring reasons.
- (g) For an external NTU, a hole is drilled through an external wall, and the 12V power lead is guided through this hole and connected to the NTU. The 12V power lead is fixed to the external wall – for example within brick or timber ‘grooves’ – and any spare 12V power cable in surplus cable area within NTU housing.
- (h) For an internal NTU, the PSU is connected into the nearest standard 240V power point to where NTU is located. The 12V power supply cable is then connected to the NTU, and any spare cabling is safely secured.
- (i) The NTU is turned on and tested.

4.2 If you have any special or non-standard requirements, please ensure that you discuss them clearly with the installation technician. You must pay for any additional charges due to a non-standard installation. A quote will be prepared, and once you have considered and agreed to this quotation, the installation will proceed. You agree to pay us for any additional charges due to a non-standard installation. We will send you an invoice for these charges.

### ***Access to Premises During Installation***

4.3 After we have received your order, an appointment will be made with you by NBN Tas for the installation activity, and this appointment will be conducted during standard business hours. You will need to be at your Premises to provide access as required for the installation technicians.

### ***Installation of the Lead In Cable***

4.4 Where an aerial fibre drop cable, irrespective of whether it is for a Build Drop or part of a Demand Install, will cross a neighbour's property to reach your Premises, consent needs to be obtained from the owner of the neighbour's property for this to happen.

4.5 NBN Tas will organise through its contractors to obtain the consent needed when this situation occurs and in the event the neighbour's consent cannot be obtained, then NBN Tas will attempt to find alternative means of connecting your Premises, whenever possible.

4.6 The process of identifying the owner of the neighbour's property and obtaining their consent to cross may take time and delay the final activation of your Service.

### ***Installation of the Power Supply Unit***

4.7 You will need to provide an internal domestic AC 240V socket-outlet for the Power Supply Unit.

4.8 A 12V power cable will be connected from the Power Supply Unit (which is always located indoors) to the Optical Network Termination unit (either on the inside or the outside of the Premises).

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4.9 If you require a non-standard installation, this can be discussed with the installation technician. If necessary the installer will provide a quote to you for any additional charges involved – these charges are your responsibility. Any ‘in roof’ work will automatically trigger the need for a quote due to the inherent safety risks involved and NBN Tas will not guarantee that ‘in roof’ work will be undertaken.

### ***Battery Backup***

4.10 You acknowledge that:

- (a) you have the option of having battery backup for your service. The battery backup unit will provide power to the network termination device in the event of a mains power outage. Subject to any applicable Consumer Guarantees and clause 14 of our CRA General Terms, we accept no responsibility for any batteries installed in the battery backup unit. You are responsible for maintaining the battery and providing, installing, and maintaining any subsequent or replacement batteries;
- (b) the battery backup unit only operates for as long as the battery lasts which is dependent on a number of factors including the age of the battery and whether it is fully charged. A fully charged battery will last for between 3 and 11 hours. If the battery is not fully charged it may last for less than 3 hours;
- (c) the battery backup unit only powers the network termination device. This means that if your service relies on other equipment that requires mains power to function, you will not be able to use your service during a power outage even if you have a battery backup unit;
- (d) you will not be able to use your service at all in a power outage if you do not have a battery backup unit. If you have a battery backup unit you may be able to use a laptop or similar device to access the internet through the network termination device during a power outage. In order to do this you would need to connect the laptop to the network termination device with an ethernet cable and it may be necessary to re-configure your laptop. You would be able to use the service for as long as the battery backup unit batteries last and the laptop remains charged;
- (e) any VoIP telephone services that rely on your service will not function during a power outage even if you have a battery backup unit, this means you will not be able to use these services to make or receive calls (including calls to emergency service numbers like 000) during a power outage; and
- (f) when considering whether you need a battery backup unit, you should consider the needs of all users of the service. If you or anyone else in your premises intends to use a medical or security alarm with your service, we recommend that you have battery backup. Please be aware that it is your responsibility to ensure that any medical or security alarm equipment that you use will operate during a power outage and that your medical and security alarm equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of the alarm equipment.

### *Your Equipment*

4.11 You acknowledge that:

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- (a) equipment that functions on a copper network may not function on the NBN;
- (b) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
- (c) it is your responsibility to establish whether Your Equipment is compatible with your NBN service and we accept no responsibility for establishing whether Your Equipment is compatible with your NBN service. If you are in any doubt you should contact the supplier of Your Equipment; and
- (d) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with an NBN service that does not have battery back-up.

### ***Network Boundary Point***

- 4.12 The Network Boundary Point is defined as the Ethernet port on the Optical Network Termination Unit. New cabling must be installed to connect this port(s) to the location(s) in your house where you intend to use the Service (or other services connected to the NTU). This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006).
- 4.13 You are responsible for paying for this new cabling. You can ask the installation technician to perform this activity (this will be billed to you directly), and this is our recommended approach.
- 4.14 Alternatively you can arrange and pay for the services of an ACMA licensed cabler for all Premises cabling, such as that used to connect new or existing telephone or data sockets in your Premises to the Optical Network Termination unit. Failure to use a registered telecommunications cabler can be dangerous and may result in large fines.
- 4.15 You may wish to consider all your future cabling needs (e.g. for a telephone service), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your home.

## **5. BROADBAND SERVICES**

### ***Churn***

- 5.1 Please note that at this stage, the 'broadband churn' process is not available. This means that if you wish to change to another broadband services provider, you will need to cancel the Service and order a new connection with another service provider. This will result in an outage of your broadband service.

### ***Plan Changes***

- 5.2 You can request a change to your broadband plan (in terms of speed and/or quota) at any time; these will be actioned on your monthly service rollover date.

### ***Broadband Speeds***

- 5.3 We provide no guarantees as to the speed of the Service.

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- 5.4 Any transmission speeds referred to by us for the Service refer to the maximum theoretical throughput speed achievable with the Service under ideal conditions. You acknowledge that the actual achieved speeds may be substantially lower than the theoretical speeds for a variety of reasons. These reasons include, but are not limited to, the following.
- (a) The configuration and type of the copper wiring within your Premises (it is recommended that Cat5e/Cat6 structured cabling is used throughout).
  - (b) The TCP/IP protocol stack and application software configuration on your computer (including but not limited to TCP Window Size configuration).
  - (c) Your broadband equipment, including the capacity of its CPU to keep up with the peak data flow rates offered by the Service.
  - (d) The capacity of, load on, and available throughput rate of the remote host that you are accessing.
  - (e) The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and your system.

## **6. GENERAL CONDITIONS**

- 6.1 You agree to report to us – and specifically NOT to NBN Tas - any faults with the Service that you are obtaining from us. You may be asked to assist in the resolution of the fault, for example by providing information on the status lights of your Optical Network Termination Unit, or facilitating access to your property by a technician.
- 6.2 No service level agreement applies to the Service, and while we will use our best endeavours to provide a timely response, no guarantee is offered in respect of the time to provision the Service, detect faults, or to repair or restore the Service if it develops a fault.
- 6.3 One of the most important aspects of this new network deployment is your feedback. You agree to complete a questionnaire regarding your experiences, as required by us or the wholesale network operator.

### ***Service Cancellations & Contracts***

- 6.4 You are not under a term contract with us for the Service. No cancellation fees apply if you decide to cancel the Service.
- 6.5 However, we would appreciate your feedback on why you have cancelled the Service, as this forms an important part of our learning from the initial phases of the NBN.

### ***Customer Obligations***

- 6.6 You agree that you will:
- (a) not interfere with the normal operation of the Service or any facility, or make either unsafe;

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- (b) not access or attempt to access the Optical Network Termination Unit (or any other equipment used to provide the Service) located on your Premises; and
- (c) allow us or any other relevant third-parties (as applicable) safe access to the Premises as required in order to (a) inspect or test a facility which may be causing interference or danger; and (b) in connection with the provision, maintenance and repair of the Service or any related facility.