



Connection Approvals Policy

NBN Co's obligation to connect under the Statutory Infrastructure Provider regime

Under the Statutory Infrastructure Provider regime set out in the *Telecommunications Act 1997*, NBN Co Ltd (**nbn**) is the default Statutory Infrastructure Provider for all of Australia (except where an alternative carrier has been declared as the Statutory Infrastructure Provider for an area). This means that wherever **nbn** is the Statutory Infrastructure Provider, we will connect a premises to the **nbn**TM network upon reasonable request from a Retail Service Provider (RSP) on behalf of an end user, subject to some legal, environmental and technical limitations outlined in this policy.

The Statutory Infrastructure Provider obligation under section 360P is a **connection obligation** which requires **nbn** to build a physical connection from a premises to the **nbn**TM network on reasonable request from an RSP on behalf of an end user. This policy outlines the circumstances that would make a request for a connection to the **nbn**TM network unreasonable to fulfil. This policy enacts the requirements of Statutory Infrastructure Providers set out in the *Telecommunications (Statutory Infrastructure Providers – Circumstances to Exceptions to Connections and Supply Obligations) Determination 2021*. For further explanation about these requirements, readers may refer to the Determination and its associated background materials.¹

Once **nbn** approves a request for a connection in accordance with this policy, it will notify the RSP and will undertake to connect the premises to the **nbn**TM network in accordance with [nbn's Connection Terms and Conditions](#).²

Separately, **nbn** has a **supply obligation** under the *Competition and Consumer Act 2010* to supply eligible services (which includes the logical activation of the services). This Connection Approvals Policy does not affect **nbn**'s supply terms and conditions, which continue to be set out in **nbn**'s Wholesale Broadband Agreement. Readers looking for information regarding our approach to supplying eligible services can find them on our website at www.nbnco.com.au/sell-nbn-services/supply-agreements.

We recognise that circumstances can change, and so if a connection request has been refused for a reason set out in this policy, customers are not prevented from making a connection request for the same premises in the future. Customers that wish to discuss a connection refusal made in accordance with this policy should contact their RSP in the first instance or alternatively contact **nbn**'s Contact Centre by visiting www.nbnco.com.au/corporate-information/contact-us.

When will nbn consider it unreasonable to fulfil a request for connection?

For the purposes of section 360P of the *Telecommunications Act 1997*, a request to connect a premises to the **nbn**TM network will generally be approved except for when any of the following limitations apply:

- The premises falls within an area where **nbn** is not the Statutory Infrastructure Provider.
- The connection request does not relate to a premises.

¹ Available at <https://www.legislation.gov.au/Details/F2021L00651>

² Available at <https://www.nbnco.com.au/corporate-information/about-nbn-co/policies/telecommunications-policies>

- Where, by the day requested for connection, the premises specified in the request:
 - is under construction and nbn has reasonably determined that the building works for the premises will not have sufficiently progressed to a stage that is adequate for the connection to be undertaken; or
 - is a permanent structure that does not comply with all applicable planning and development laws pertaining to structural safety and integrity; or
 - is a moveable structure that is not reasonably expected to be continuously located at the particular site where the connection has been requested.
- The supply of a power source by the end-user is required to adequately support the connection and that power source is not reasonably expected to be available by the date requested for the connection.
- Fulfilment of the connection obligation at the premises would constitute a contravention by **nbn** of an applicable law of the Commonwealth, State, Territory or local government and there are no steps reasonably available to **nbn** to lawfully avoid the contravention.
- Civil works which are not the responsibility of **nbn** are required to adequately support the connection, and have not been supplied or arranged to be supplied by the date requested for the connection.
- **nbn** has already connected that premises, or has already received a request for connection at the same premises and is processing the request.
- The premises is connected to another qualifying telecommunications network (**third party network**) and **nbn** is reasonably satisfied, based on documentation obtained from the requesting RSP or other information, that at the time of the request either:
 - an end-user or another person is being supplied with a qualifying carriage service using the third party network and that person has not been advised by the provider using the third party network to supply the service, that the service is to be withdrawn within a specified timeframe; or
 - an end-user or another person is being supplied with a qualifying carriage service using the third party network and that person has not requested or does not intend to request the cancellation of the service within a reasonable timeframe.
- The installation of equipment necessary for the connection would put **nbn's** employees, contractors or agents or members of the public at unreasonable risk of being exposed to health or safety hazards.
- In order for **nbn** to carry out or complete any part of the connection, the installation of facilities or other equipment (such as customer premises equipment) is necessary for the connection; and
 - **nbn** requires either or both of the following:
 - access to land, premises or areas within premises (including, without limitation, common areas) owned or occupied by a party that are not publicly accessible;
 - the consent of a person to attach or install facilities or other equipment to, or within, premises; and
 - after reasonable endeavours have been undertaken by **nbn** to obtain such access or consent (including if requested, informing the requesting RSP of the nature and scope of the works required to be undertaken by **nbn**), such access has been refused or not granted within the reasonable timeframe requested by **nbn** (as applicable); and
 - **nbn** has exhausted all lawful available avenues (including any under Commonwealth law) to obtain such access.
- The RSP has not accepted **nbn's** Terms and Conditions for the connection of premises.
- **nbn** has a reasonable need to identify the end-user and adequate information is not available to enable **nbn** to identify that end-user.
- **nbn** believes, on reasonable grounds, that the request to connect the premises is fraudulent.
- **nbn** believes, on reasonable grounds, that the person to whom the request to connect the premises relates does not have the legal right to occupy the premises specified in the request.

- Where:
 - after conducting an on-site inspection of, or undertaking other inquiries or analysis of, the location where the premises is situated, **nbn** reasonably determines there are particular topographical or other features of the premises or its location that either impact or prevent the connection and/or would render the premises incapable of being supplied with a properly functioning eligible service (the ***impediment***); and
 - **nbn** has notified the requesting RSP in writing of the impediment, and if applicable, details of reasonable adjustments that could be undertaken (with or without any cost to the end-user) within a reasonable timeframe to remove or overcome the impediment to enable the connection to be undertaken and/or render the premises capable of being supplied in the future with a properly functioning eligible service;
 - **nbn** has asked the requesting RSP to notify the end-user in writing of the information of the impediment (and any other details, if applicable) as referenced above; and
 - the end-user has not, within a reasonable timeframe specified by the RSP, removed the impediment or made other reasonable adjustments.