

nbn™ BSS ILA Discounts, Credits and Rebates List



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| Version | Description | Effective Date |
|---------|---|-------------------|
| 1.0 | First issued version of nbn™ BSS ILA Discounts Credits and Rebates List | Execution Date |
| 1.1 | Amendments to nbn™ ABSL3 Term Discount | 22 November 2019 |
| 1.2 | Amendments to nbn™ ABSL3 Term Discount in respect of nbn™ ABSL3 (Contended) | 3 August 2020 |
| 1.3 | Amendments to nbn™ VISP 30/5 Hardware Credit in respect of nbn™ VISP | 9 November 2020 |
| 1.4 | Amendments in respect of nbn™ VISP 30/5 Hardware Credit | 5 January 2021 |
| 1.5 | nbn™ BSS STAND Waiver added | 15 March 2021 |
| 1.6 | Installation Charges Waiver and Rebate added | 1 April 2021 |
| 1.7 | Amendments in respect of the Installation Charges Waiver and Rebate | 4 May 2021 |
| 1.8 | Installation Charges Waiver and Rebate extended, VISP to ABSL3 Migration Waiver added | 28 September 2021 |

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Environment

nbn asks that you consider the environment before printing this document.

Introduction

This document sets out the Discounts, Credits and Rebates available to Customer in connection with **nbn**[™] BSS Products offered under the **nbn**[™] BSS Interim Launch Agreement. It is issued and updated from time to time in accordance with the **nbn**[™] BSS Interim Launch Agreement between **nbn** and Customer and, in the case of existing Discounts, Credits and Rebates, in accordance with any conditions applicable to them. Unless otherwise specified, capitalised terms used in this document have the meanings given to those terms in the **nbn**[™] BSS Interim Launch Agreement.

All amounts within this document are shown exclusive of GST.

Roadmap

A roadmap describing the structure of this Discounts, Credits and Rebates List is provided below.

Part A Discounts, Credits and Rebates Processes

Part A sets out the process which **nbn** must follow to update the Discounts, Credits and Rebates offered, and the processes which Customer must follow to obtain any available Discount, Credit and Rebate listed in Part B.

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Part B: List of current Discounts, Credits and Rebates

Part B sets out a short description of each currently available Discount, Credit and Rebate.

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Part C: Details and Conditions

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Roadmap

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Discounts, Credits and Rebates Processes

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Part A: Discounts, Credits and Rebates Processes

1. Changes to **nbn**TM BSS ILA Discounts, Credits and Rebates

nbn may change this **nbn**TM BSS ILA Discounts, Credits and Rebates List:

- (a) to introduce a Discount, Credit or Rebate, by notice to Customer; or
- (b) to withdraw a Discount, Credit or Rebate, by giving at least 1 month's prior notice to Customer, subject to any terms and conditions which apply to that Discount, Credit or Rebate as set out in Part C (or any alternative notice period for withdrawal of the Discount, Credit or Rebate detailed in Part B).

2. Discount, Credit and Rebate Claims

- (a) If **nbn** requires Customer to submit a claim to obtain a Discount, Credit or Rebate, Customer must submit that claim:
 - (i) within such period as may be specified in Part C; and
 - (ii) if no period is specified in Part C, within 2 months from the last day of the month in which the entitlement to claim the Discount, Credit or Rebate arises.
- (b) If Customer fails to comply with section 2(a) in respect of a Discount, Credit or Rebate, **nbn** is not required to provide that Discount, Credit or Rebate to Customer.

Part B: List of current Discounts, Credits and Rebates

3. Current Discounts, Credits and Rebates

The following Discounts, Credits and Rebates are currently available to Customer subject to the corresponding conditions set out in Part C: Details and conditions.

| # | Name | Description | Duration | Details and conditions |
|---|---|---|---|------------------------|
| 1 | nbn TM ABSL3 Term Discount | A Discount to specified recurring Charges for nbn TM ABSL3 Products based on the term of the contract. | 3 years from the Product Launch Date in respect of nbn TM ABSL3 | Refer Section 4 |
| 2 | nbn TM ABSL3 Burst Discount | A Discount to the recurring Charges for Burst applied to nbn TM ABSL3 | 3 years from the Product Launch Date in respect of nbn TM ABSL3 | Refer Section 5 |
| 3 | Contracted Data Usage Discount (nbn TM VISP) | A Discount to the recurring Charges for contracted nbn TM VISP Data | 2 years from BSS ILA Launch Date | Refer to Section 6 |
| 4 | Bronze Assurance Charge Waiver | A Waiver of specified Charges for the Assurance - Bronze option for nbn TM ABSL3 | 2 years from the Product Launch Date in respect of nbn TM ABSL3 | Refer Section 7 |
| 5 | On-boarding Charge Waiver | A Waiver of specified Charges for On-boarding | 6 months from the relevant Product Launch Date | Refer Section 8 |
| 6 | B-NNI Installation Charge Discount | A Discount to specified B-NNI installation and activation Charges | 2 years from the relevant Product Launch Date | Refer to Section 9 |
| 7 | nbn TM VISP 30/5 Hardware Credit | A Credit in respect of certain Charges in connection with nbn TM VISP | 9 November 2020 – 28 February 2021 | Refer to Section 10 |
| 8 | nbn TM BSS STAND Waiver | A Waiver in respect of certain Charges in connection with nbn TM VISP Ordered Products, for which the Disaster Recovery Product Feature is selected, and that are used for an Eligible nbn TM BSS STAND Service | 15 March 2021 – STAND Waiver End Date | Refer to Section 11 |
| 9 | Installation Charges Waiver and Rebate | A Waiver and Rebate in respect of specified Charges relating to an Initial Standard Installation for the Campaign Period of | 1 April 2021 – 31 March 2023 | Refer to section 12 |

Part B: List of current Discounts, Credits and Rebates

| | | | | |
|----|--------------------------------|--|---------------------------------------|---------------------|
| | | 1 April 2021 – 31 March 2022 | | |
| 10 | VISP to ABSL3 Migration Waiver | A Waiver in respect of Early Termination Payments that may be payable in connection with migrations from nbn TM VISP to nbn TM ABSL3 | 28 September 2021 – 28 September 2022 | Refer to section 13 |

Notes:

1. *No notice period will apply during the 3 years from the Product Launch Date in respect of the Term Discounts on **nbn**TM ABSL3*
2. *No notice period will apply during the 3 years from the Product Launch Date in respect of the **nbn**TM ABSL3 Burst Discount*
3. *No notice period will apply during the 2 years from the BSS ILA Launch Date in respect of the **nbn**TM VISP Data Usage Contract Discount*
4. *No notice period will apply during the 2 years from the Product Launch Date in respect of to the Bronze Assurance Charge Waiver for **nbn**TM ABSL3 services*
5. *No notice period will apply during the 6 months from the relevant Product Launch Date in respect of the On-boarding Charge Waiver*
6. *For clarity it is **nbn**'s intention to not amend or withdraw these Discounts and Waivers per notes 1-5 through on notice to Customer per Section 1 during the Duration notified.*

Part C: Details and Conditions

The details and conditions in section 4 apply in respect of the **nbn**TM ABSL3 Term Discount described in section 3.

4. **nbn**TM ABSL3 Term Discount

4.1 Eligibility / Availability Criteria

- (a) Subject to sections 4.1(b) to 4.1(d), **nbn** will provide the following **nbn**TM ABSL3 Term Discounts (in this section 4, the **Term Discount**) in respect of Eligible Recurring Charges:

| Minimum Term | Term Discount |
|--------------|--|
| 0 years | 0% |
| 1 year | 15% (nbn TM ABSL3 (Uncontended) only) |
| 2 years | 20% |
| 3 years | 25% (nbn TM ABSL3 (Uncontended) only) |

- (b) The **Eligible Recurring Charges** to which the Term Discount applies are the recurring Charges for **nbn**TM ABSL3 Access Components in respect of which Customer has not selected Burst.
- (c) The Term Discount will apply in respect of an Eligible Recurring Charge:
- based on the Minimum Term that Customer selects in the relevant order for the corresponding Product Feature (**Eligible Product Feature**);
 - only if Customer's order for the Eligible Product Feature is Acknowledged and completed by **nbn** during the period in which this Discount is available under item 1 of the table in section 3; and
 - in each Billing Period in which the Eligible Recurring Charge applies during the period in which this Discount is available under item 1 of the table in section 3.
- (d) If a Term Discount applies in connection with an Eligible Product Feature and Customer submits a Modify Order to increase the relevant BVC bandwidth profile, then:
- for the purpose of the Term Discount, the relevant Minimum Term will not be affected; and
 - the Term Discount applicable to the relevant Eligible Recurring Charges before the Modify Order will continue to apply after the Modify Order up to the end of the Minimum Term.

4.2 Process to Claim

- (a) **nbn** will apply any Term Discount automatically.

Note: Customer does not need to submit any Credit / Rebate Claim Form in respect of this Discount

The details and conditions in section 5 apply in respect of the **nbn**TM ABSL3 Burst Discount described in section 3.

5. **nbn**TM ABSL3 Burst Discount

5.1 Eligibility / Availability Criteria

- (a) Subject to section 5.1(b), **nbn** will provide an **nbn**TM ABSL3 Burst Discount (in this section 5, **ABS Burst Discount**) in respect of the recurring Charge for the Burst Product Feature of the BVC Product Component of **nbn**TM ABSL3 (**Recurring Burst Charge**) as follows:

| Burst option (Mbps) | Discount from Recurring Burst Charge | Effective Recurring Burst Charge |
|---------------------|--------------------------------------|----------------------------------|
| 10 PIRF | \$3,150 | \$350.00 |
| 20 PIRF | \$5,670 | \$630.00 |
| 50 PIRF | \$12,600 | \$1,400.00 |

- (b) The ABS Burst Discount will apply in respect of a Recurring Burst Charge:
- (i) only if Customer's order for the relevant Burst Product Feature is Acknowledged and completed by **nbn** during the period in which this Discount is available under item 2 of the table in section 3; and
 - (ii) in each Billing Period in which the Eligible Recurring Charge applies during the period in which this Discount is available under item 2 of the table in section 3.

5.2 Process to Claim

- (a) **nbn** will apply any ABS Burst Discount automatically.
- (b) The discounted Recurring Burst Charge will appear as the chargeable amount in the applicable invoice.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

The details and conditions in section 6 apply in respect of the Contracted Data Usage Discount (**nbn**[™] VISP) described in section 3.

6. Contracted Data Usage Discount (**nbn**[™] VISP)

6.1 Eligibility / Availability Criteria

- (a) Subject to section 6.1(b), **nbn** will provide a Contracted Data Usage Discount in respect of the recurring Charge for the **nbn**[™] VISP Access Component excluding any Charges for data usage allowance top-ups (**Contracted Data Usage Charge**) as follows:

| Contracted data usage allowance (excluding any data allowance top-ups) | Discount to Contracted Data Usage Charge |
|--|--|
| 100GB | No discount |
| 200GB | 5% |
| 300GB | 10% |
| 400GB | 15% |
| 500GB or above | 20% |

- (b) The Contracted Data Usage Discount will apply in respect of a Contracted Data Usage Charge:
- (i) only if Customer's order for the relevant **nbn**[™] VISP Access Component is Acknowledged by **nbn** during the period in which this Discount is available under item 3 of the table in section 3; and
 - (ii) in each Billing Period in which the **nbn**[™] VISP Access Component is supplied, for a period of 2 years from the date of the relevant order for the **nbn**[™] VISP Access Component.

6.2 Process to Claim

nbn will apply any Contracted Data Usage Discount automatically.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

The details and conditions in section 7 apply in respect of the Bronze Assurance Charge Waiver described in section 3.

7. Bronze Assurance Charge Waiver

7.1 Eligibility / Availability Criteria

- (a) **nbn** waives the recurring Charges applicable to the Assurance – Bronze Operational Assurance Service with respect to an **nbn**[™] ABSL3 Product (**Bronze Assurance Charge**) as set out in section 10 of the [nbn[™] BSS ILA Price List](#) during the period in which this Waiver applies under item 4 of the table in section 3.

7.2 Process to Claim

nbn will provide Customer the Bronze Assurance Charge Waiver by omitting or listing as not payable the Bronze Assurance Charge in Customer's invoices during the period that the Bronze Assurance Charge Waiver remains effective.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 8 apply in respect of the On-boarding Charge Waiver described in section 3.

8. On-boarding Charge Waiver

8.1 Eligibility / Availability Criteria

- (a) **nbn** waives the Charges applicable to On-boarding (**On-boarding Charge**) as set out in section 17 of the [nbn™ BSS ILA Price List](#) during the period in which this Waiver applies under item 5 of the table in section 3.

8.2 Process to Claim

nbn will provide Customer the On-boarding Charge Waiver by omitting or listing as not payable the On-boarding Charge in Customer's invoices during the period that the On-boarding Charge Waiver remains effective.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.*

The details and conditions in section 9 apply in respect of the B-NNI Installation Charge Discount described in section 3.

9. B-NNI Installation Charge Discount

9.1 Eligibility / Availability Criteria

- (a) Subject to section 9.1(b), **nbn** will provide a Discount in respect of the installation and activation Charge for the following B-NNIs ordered in connection with **nbn**[™] BSS Products as follows:

| Activity | Discounted charge per activity |
|-------------------------------|--------------------------------|
| B-NNI 1000BaseEX installation | \$2,000.00 |
| B-NNI 10GBaseER installation | \$20,000.00 |

- (b) The B-NNI Installation Charge Discount will apply only if Customer's order for the relevant B-NNI Product Component is Acknowledged by **nbn** during the period in which this Discount is available under item 7 of the table in section 3.

9.2 Process to Claim

nbn will apply any B-NNI Installation Charge Discount automatically.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Discount.

The details and conditions in section 10 apply in respect of the **nbn**[™] VISP 30/5 Hardware Credit described in section 3.

10. **nbn**[™] VISP 30/5 Hardware Credit

10.1 Eligibility / Availability Criteria

- (a) In this section 10, an **Eligible nbn**[™] **VISP 30/5 Service** is an **nbn**[™] VISP Ordered Product that has been validly ordered by Customer:
- (i) with the 30/5 Mbps Forward/Return bandwidth profile;
 - (ii) to be supplied for a minimum period of two (2) years from the date the order for the relevant Eligible **nbn**[™] VISP 30/5 Service is completed; and
 - (iii) where the Order Acknowledgement date is within the period that this Credit is available under item 7 of the table in section 3; and
 - (iv) the order is completed by 31 August 2021.
- (b) Subject to the terms of this section 10, for each VSAT NTD supplied by **nbn** in connection with an Eligible **nbn**[™] VISP 30/5 Service, **nbn** will provide a Credit to Customer in accordance with the following table:

| VSAT NTD supplied to Customer | Credit amount |
|-------------------------------|---------------|
| VSAT NTD SET 1 | \$3,000.00 |
| VSAT NTD SET 2 | \$1,600.00 |
| VSAT NTD SET 4 | \$2,500.00 |
| VSAT NTD SET 6 | \$2,000.00 |

- (c) Customer must pay to **nbn** an amount equal to any **nbn**[™] VISP 30/5 Hardware Credit paid in respect of that Eligible **nbn**[™] VISP 30/5 Service if **nbn** either:
- (i) disconnects or ceases to supply an Eligible **nbn**[™] VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii) as a result of Customer submitting a Disconnect Order (other than a Disconnect Order referred to in section 10.1(d)); or
 - (ii) modifies the supply of an Eligible **nbn**[™] VISP 30/5 Service before the expiry of the minimum contracted period referred to in section 10.1(a)(ii), as a result of Customer submitting a Modify Order, such that the Ordered Product has a 30/1 Mbps Forward/Return bandwidth profile.
- Note:** This amount is in addition to any Eligible Termination Payment that Customer must pay as detailed in the [nbn](#)[™] BSS ILA Price List.
- (d) Section 10.1(c) does not apply to a Disconnect Order placed in respect of an Eligible **nbn**[™] VISP 30/5 Service if, on the same day, Customer places a Connect Order for an **nbn**[™] ABSL3 Product that will be supplied to:
- (i) the same Contracted End User; and
 - (ii) the same Premises.

10.2 Term

- (a) Without limiting section 10.2(b), **nbn** may withdraw, suspend or amend this **nbn**TM VISP 30/5 Hardware Credit on 10 Business Days' prior notice to Customer.
- (b) **nbn** may withdraw, suspend or amend this **nbn**TM VISP 30/5 Hardware Credit immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

10.3 Process to Claim

- (a) **nbn** will provide Customer the **nbn**TM VISP 30/5 Hardware Credit by applying each Credit to an invoice of Customer within 90 days of the date that **nbn** completes the order for the relevant Eligible **nbn**TM VISP 30/5 Service.
- (b) **nbn** may offset any liability of Customer under section 10.1(c) against any Credit that **nbn** has provided, or will provide, under section 10.3(a).

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Credit.

The details and conditions in section 11 apply in respect of the **nbn**[™] BSS STAND Waiver described in section 3.

11. **nbn**[™] BSS STAND Waiver

11.1 Eligibility / Availability Criteria

- (a) In this section 11, an **Eligible nbn**[™] **BSS STAND Service** is an **nbn**[™] VISP Ordered Product where Customer has elected to acquire an optional Disaster Recovery Product Feature that has been validly ordered by Customer:
- (i) with the 30/5 Mbps Forward/Return bandwidth profile;
 - (ii) where the "30/5 SDR Plan" is selected by Customer on the **nbn**[™] BSS Portal;
 - (iii) with the Assurance – Bronze Operational Assurance Service or Assurance Self-Installation – Bronze Operational Assurance Service, as relevant (depending on whether Customer has selected the Self-Installation Option);
 - (iv) that enables Customer to supply a Carriage Service or Content Service to a Designated Location;
 - (v) to be supplied for a minimum period of three (3) years from the date the order for the relevant Eligible **nbn**[™] BSS STAND Service is completed; and
 - (vi) where the order is completed within, or by the end of, the Ordering Window.
- (b) Subject to the terms of this section 11, **nbn** waives the following Charges and amounts payable in respect of each Eligible **nbn**[™] BSS STAND Service:
- (i) Charges for the VSAT NTD, and any VSAT Mounting Equipment, supplied in connection with that Eligible **nbn**[™] BSS STAND Service;
 - (ii) Charges in connection with the Installation and activation of that Eligible **nbn**[™] BSS STAND Service;
 - (iii) any applicable Charges for Access Components and Disaster Recovery as set out in sections 1 and 8 of the [nbn](#)[™] BSS ILA Price List (respectively);
 - (iv) recurring Charges for Operational Assurance Service;
 - (v) Charges in connection with service modification and service management set out in sections 18 and 19 of the [nbn](#)[™] BSS ILA Price List (respectively); and
 - (vi) any Early Termination Payments that Customer may be liable to pay in accordance with the [nbn](#)[™] BSS ILA Price List,
- until a date that is three (3) years from the date on which the relevant order is completed.
- (c) For the purposes of this section 11:
- (i) a **Designated Location** is a Premises designated by **nbn**, or as agreed between **nbn** and an emergency services organisation or other competent Authority, to be a Premises used in the provision of any services notified by **nbn** to Customer as being emergency services;
 - (ii) the **Ordering Window** means the period from 15 March 2021 and ending on 15 September 2021 (or such other subsequent end date notified by **nbn**, acting reasonably); and

- (iii) the **STAND Waiver End Date** means the date that is three (3) years from the date on which the Ordering Window ends.

11.2 Term

- (a) Without limiting sections 11.2(b) and 11.2(c), **nbn** may withdraw, suspend or amend this **nbn**[™] BSS STAND Waiver on 10 Business Days' prior notice to Customer.
- (b) **nbn** may extend the **nbn**[™] BSS STAND Waiver on 10 Business Days' prior notice to Customer.
- (c) **nbn** may withdraw, suspend or amend this **nbn**[™] BSS STAND Waiver immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

11.3 Process to Claim

nbn will provide Customer the **nbn**[™] BSS STAND Waiver by omitting or listing as not payable the waived Charges or amounts in Customer's invoices during the period that the **nbn**[™] BSS STAND Waiver remains effective.

Note: Customer does not need to submit any Credit/Rebate Claim Form in respect of this Waiver.

The details and conditions in section 12 apply in respect of the Installation Charges Waiver and Rebate described in section 3.

12. Installation Charges Waiver and Rebate

12.1 Eligibility / Availability Criteria

- (a) The Waiver and Rebate set out in this section 12 apply in respect of specified Charges relating to an Initial Standard Installation only if:
- (i) the Connecting Equipment in respect of the relevant Ordered Product has been installed and made ready for service;
 - (ii) the relevant Ordered Product is:
 - (A) **nbn**TM VISP (except where the DR Product Feature is selected); or
 - (B) **nbn**TM ABSL3 (except where the ABP Product Feature is selected, or where the associated Connect Order was placed by Customer in connection with a migration of an Ordered Product to which the VISP to ABSL3 Migration Waiver described in section 13 would apply);
 - (iii) the relevant Ordered Product is to be supplied for a minimum period of 12 months from the date of order completion;
 - (iv) the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period; and
 - (v) Customer has not placed a Modify Order to modify the location of the Premises initially nominated by Customer.
- (b) For the purposes of this section 12, the **Campaign Period** means the period from 1 April 2021 to 31 March 2022 unless extended by **nbn** by giving 2 months' prior notice to Customer.

12.2 Waiver – Charges relating to an Initial Standard Installation (Installation performed by **nbn**)

- (a) Subject to sections 12.1 and this section 12.2, **nbn** provides a Waiver of the following Charges relating to an Initial Standard Installation if the Installation is performed by **nbn**:
- (i) the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 12.2(a)(iv));
 - (ii) the Charge for VSAT NTD Set 1, VSAT NTD Set 2, VSAT NTD Set 4, VSAT NTD Set 5 or VSAT NTD Set 6 (as applicable for that Initial Standard Installation);
 - (iii) the Charge for any required VSAT Mounting Equipment; and
 - (iv) the Charges for the following Incidentals:
 - (A) Travel – Road access to Premises available (\$/km);
 - (B) Travel – Road access to Premises not available or practical;
 - (C) Travel Time – Labour per Installer (\$/hour) during Business Hours;
 - (D) Travel Time (not during Business Hours);
 - (E) Travel – Freight;

- (F) Accommodation; and
 - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Waiver set out in this section 12.2 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Any Waiver provided by **nbn** in accordance with this section 12.2 will be adjusted or limited as follows:
- (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 12.2 will be \$9,000.00; and
 - (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Waiver set out in this section 12.2 will be capped at \$9,000.00.
- (d) If **nbn** provides a Waiver under this section 12.2 and the relevant Ordered Product is disconnected at Customer's request less than 12 months from the date of order completion, Customer must repay **nbn**, and **nbn** may recover from Customer, an amount that is equal to Charges waived in accordance with the terms of this Waiver (along with any Early Termination Payment that Customer may be liable for in accordance with the **nbn**TM BSS ILA Price List).

Notes:

1. Section 12.2(c) applies if the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period.

2. As noted in section 4.7 of the [nbnTM BSS ILA Product Technical Specification](#): where an **nbn**TM BSS Ordered Product is ordered with a bandwidth profile of greater than 40 Mbps, the VSAT licence will need to be upgraded to 60 Mbps. If this is the case for that Ordered Product, the Waiver set out in this section 12.2 will cover any necessary upgraded 60 Mbps VSAT licence as part of the relevant VSAT NTD set (i.e. no additional amount will be payable in respect of the licence upgrade).

12.3 Rebate – Charges relating to an Initial Standard Installation (Self-Installation Option)

- (a) Subject to sections 12.1 and this section 12.3, **nbn** provides a Rebate in respect of the following Charges relating to an Initial Standard Installation, to the extent such Charges are applicable if Customer selects the Self-Installation Option:
- (i) the Charge for the Initial Standard Installation (excluding Incidentals, other than those set out in section 12.3(a)(iv));
 - (ii) the Charge for VSAT NTD Set 1, VSAT NTD Set 2, VSAT NTD Set 4, VSAT NTD Set 5 or VSAT NTD Set 6 (as applicable for that Initial Standard Installation);
 - (iii) the Charge for any required VSAT Mounting Equipment; and
 - (iv) the Charges for the following Incidentals:
 - (A) Travel – Road access to Premises available (\$/km);
 - (B) Travel – Road access to Premises not available or practical;
 - (C) Travel Time – Labour per Installer (\$/hour) during Business Hours;
 - (D) Travel Time (not during Business Hours);

- (E) Travel – Freight;
 - (F) Accommodation; and
 - (G) Other Expenses (site-specific training/induction/certification).
- (b) For clarity, the Rebate set out in this section 12.3 does not apply in respect of any other Charges relating to an Initial Standard Installation.
- (c) Subject to sections 12.3(d) and (e), the amount of the Rebate set out in this section 12.3 will be as follows (based on location):

| Location | Rebate amount |
|---|---------------|
| Postcodes in Zone A (as notified by nbn) | \$5,000.00 |
| Postcodes in Zone B (as notified by nbn) | \$7,000.00 |
| Postcodes in Zone C (as notified by nbn) | \$9,000.00 |

- (d) If the relevant Premises is not located in a postcode, the postcode nearest to the Premises will be used to calculate the amount of the Rebate set out in this section 12.3.
- (e) Any Rebate provided by **nbn** in accordance with this section 12.3 will be adjusted or limited as follows:
- (i) if VSAT NTD Set 5 is used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 12.3 will be \$9,000.00; and
 - (ii) if the relevant Ordered Product is in respect of a Premises located on an island that is not accessible by gazetted road from the mainland of Australia (other than Tasmania), and VSAT NTD Set 5 is not used in respect of the relevant Ordered Product, the amount of the Rebate set out in this section 12.3 will be \$9,000.00.
- (f) If **nbn** provides a Rebate under this section 12.3 and the relevant Ordered Product is disconnected at Customer’s request less than 12 months from the date of order completion, Customer must repay **nbn**, and **nbn** may recover, the full amount of the Rebate (along with any Early Termination Payment that Customer may be liable for in accordance with the **nbn**TM BSS ILA Price List).

Notes:

1. Section 12.3(e) applies if the Order Acknowledgement date for the relevant Ordered Product is within the Campaign Period.
2. As noted in section 4.7 of the [nbnTM BSS ILA Product Technical Specification](#): where an **nbn**TM BSS Ordered Product is ordered with a bandwidth profile of greater than 40 Mbps, the VSAT licence will need to be upgraded to 60 Mbps. If this is the case for that Ordered Product, the Rebate set out in this section 12.3 will cover any necessary upgraded 60 Mbps VSAT licence as part of the relevant VSAT NTD set (i.e. no additional amount will be payable in respect of the licence upgrade).

12.4 Process to claim

- (a) **nbn** will provide Customer the Waiver under section 12.2 by omitting or listing as not payable the waived amount in Customer’s invoices.

- (b) **nbn** will automatically apply the Rebate under section 12.3 to Customer's invoice in respect of the relevant Ordered Product.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of any Waiver or Rebate provided under this section 12.*

The details and conditions in section 13 apply in respect of the VISP to ABSL3 Migration Waiver described in section 3.

13. VISP to ABSL3 Migration Waiver

13.1 Eligibility / Availability Criteria

- (a) Subject to section 13.1(b) and 13.1(c), if Customer has the Ordered Product supplied to a Premises migrated from **nbn**[™] VISP to **nbn**[™] ABSL3 in the manner described in section 13.1(b), **nbn** will provide a Waiver of any Early Termination Payment that Customer may be liable for in accordance with the [nbn[™] BSS ILA Price List \(VISP to ABSL3 Migration Waiver\)](#).
- (b) The VISP to ABSL3 Migration Waiver applies in respect of an Early Termination Payment only if:
 - (i) **nbn** has commenced supplying an **nbn**[™] VISP Ordered Product to Customer at the relevant Premises;
 - (ii) Customer places a Disconnect Order for that **nbn**[™] VISP Ordered Product and, within 1 month of placing the Disconnect Order, Customer places a Connect Order for an **nbn**[™] ABSL3 Ordered Product in respect of the relevant Premises (to have the Ordered Product supplied to the relevant Premises migrated from **nbn**[™] VISP to **nbn**[™] ABSL3);
 - (iii) **nbn** disconnects or ceases to supply that **nbn**[™] VISP Ordered Product at the relevant Premises prior to the expiry of the Minimum Term as a result of Customer submitting the Disconnect Order referred to in section 13.1(b)(ii) (making Customer liable for an Early Termination Payment); and
 - (iv) **nbn** commences supplying an **nbn**[™] ABSL3 Ordered Product to Customer at the relevant Premises as a result of the Connect Order referred to in section 13.1(b)(ii).
- (c) For clarity, the VISP to ABSL3 Migration Waiver does not apply in respect of any other Charges that may be payable by Customer in connection with having the Ordered Product supplied to a Premises migrated from **nbn**[™] VISP to **nbn**[™] ABSL3.

13.2 Term

- (a) Without limiting section 13.2(b) and 13.2(c), **nbn** may withdraw, suspend or amend the VISP to ABSL3 Migration Waiver on 3 months' prior notice to Customer.
- (b) **nbn** may extend the availability of the VISP to ABSL3 Migration Waiver on 2 months' prior notice to Customer.
- (c) **nbn** may withdraw, suspend or amend the VISP to ABSL3 Migration Waiver immediately in order to comply with any lawful order, instruction or request of a Regulator or Government Agency.

13.3 Process to Claim

nbn will provide Customer the VISP to ABSL3 Migration Waiver by omitting or listing as not payable the waived amount in Customer's invoices.

Note: *Customer does not need to submit any Credit/Rebate Claim Form in respect of the VISP to ABSL3 Migration Waiver.*