



24 June 2021

Dear RSP,

## RSP Support Payment Program for service delivery model changes

This letter agreement outlines the terms of the RSP Support Payment Program that **nbn** is offering to assist you to manage recent service delivery model changes. To participate in the RSP Support Payment Program, please request a personalised copy of this letter agreement from our Contract Management Team [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au). Please also let our Contract Management Team know if you would like to execute this letter agreement using DocuSign.

### A. Payment commitments

1. In accordance with this letter agreement, **nbn** will provide you with:
  - a. an RSP Support Payment for each Affected Transaction; and
  - b. a TIO Support Payment for each Relevant TIO Referral.

### B. Definitions

2. In this letter agreement, capitalised terms have the meaning given to them in the WBA, unless otherwise defined, and:
  - a. **Affected Transaction** means a completed Connect Order or closed Trouble Ticket:
    - i. that you submitted for an Affected Product;
    - ii. that had a Submission Time during the applicable Affected Transactions Period;
    - iii. for which an Appointment was required; and
    - iv. for which **nbn** did not achieve the applicable Service Level (with **nbn**'s performance measured in accordance with the additional requirements in this letter agreement).
  - b. **Affected Connect Order** means an Affected Transaction that is a Connect Order.
  - c. **Affected Trouble Ticket** means an Affected Transaction that is a Trouble Ticket.
  - d. **Affected Product** means an **nbn**<sup>TM</sup> Ethernet Ordered Product, other than one supplied by means of the Wireless Network or the Satellite Network.
  - e. **Submission Time** means, for a Connect Order or Trouble Ticket, the earlier of:
    - i. the time at which that Connect Order or Trouble Ticket was Acknowledged or Accepted (as applicable); and

This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



- ii. the time at which that Connect Order or Trouble Ticket would have been Acknowledged or Accepted had there been appointment capacity available, as determined based on information that you provide in accordance with part E of this letter agreement.
- f. **Affected Transactions Period** means:
  - i. for Affected Connect Orders, 1 April 2021 until the date notified by **nbn**, which must be no earlier than the date on which the availability of appointments and appointment completion rate for Affected Connect Orders across all retail service providers returns to rates reasonably reflective of the period before 1 April 2021; and
  - ii. for Affected Trouble Tickets, 1 April 2021 until the date notified by **nbn**, which must be no earlier than the date on which the availability of appointments and appointment completion rate for Affected Trouble Tickets across all retail service providers returns to rates reasonably reflective of the period before 1 April 2021.
- g. **Relevant TIO Referral** means a complaint by a Contracted End User to the TIO about you which:
  - i. relates to an Affected Transaction for which **nbn** makes an RSP Support Payment; and
  - ii. was registered by the TIO as a “Referral” either during, or within six weeks after, the Affected Transactions Period for Affected Connect Orders or Affected Trouble Tickets (as applicable).
- h. **TIO** means the Telecommunications Industry Ombudsman.
- i. **WBA** means the Wholesale Broadband Agreement 4 between **nbn** and RSP as amended from time to time.

## C. RSP Support Payments

- 3. Subject to paragraphs 5 to 8, the amount of each RSP Support Payment for an Affected Connect Order will be calculated as follows, capped at a maximum of 30 Payment Days:
  - a. \$7.50 per Payment Day for any End User Connection other than a Priority Assistance Connection; and
  - b. \$10 per Payment Day for any Priority Assistance Connection.
- 4. Subject to paragraphs 5 to 8, the amount of each RSP Support Payment for an Affected Trouble Ticket will be calculated as follows, capped at a maximum of 60 Payment Days:
  - a. \$15 per Payment Day for any End User Fault other than a Priority Assistance Fault or Enhanced Fault; and
  - b. \$20 per Payment Day for any Priority Assistance Fault.
- 5. For the purpose of calculating RSP Support Payments, the performance of Service Levels and Payment Days will be calculated for Affected Transactions on the same basis that performance of Service Levels and Rebate



Days are calculated for Commercial Rebates under the WBA, including under sections 23.3 and 23.4 of the **nbn**<sup>™</sup> Ethernet Service Levels Schedule, except that:

- a. the measurement of **nbn**'s performance will start at Submission Time for the Affected Transaction instead of the time of Acknowledgement or Acceptance of the Affected Transaction (where Submission Time is earlier); and
  - b. the measurement of **nbn**'s performance (and accrual of RSP Support Payments) will only be suspended during the period of any Force Majeure Event and not for any other reason for which measurement would ordinarily be suspended under the **nbn**<sup>™</sup> Ethernet Service Levels Schedule.
6. If any Payment Day for an RSP Support Payment overlaps with a Rebate Day for a Commercial Rebate for the same Affected Transaction, **nbn** will count the relevant Operational Hours towards the calculation of the RSP Support Payment or the Commercial Rebate for that Affected Transaction (and not both).
7. The maximum caps on RSP Support Payments and Commercial Rebates apply concurrently, so the maximum combined payment **nbn** will make for an Affected Transaction is as follows (apart from any TIO Support Payment):
- a. an aggregate of 30 Payment Days and Rebate Days for each Connect Order; and
  - b. an aggregate of 60 Payment Days and Rebate Days for each Trouble Ticket.
8. The following provisions of the **nbn**<sup>™</sup> Ethernet Service Levels Schedule apply to RSP Support Payments:
- a. sections 1.4(c) to 1.4(d) for RSP Support Payments for Connect Orders, as if references in those provisions to Connection Rebates were to RSP Support Payments; and
  - b. sections 8.5(c) to 8.5(f) for RSP Support Payments for Trouble Tickets as if references in those provisions to Service Fault Rebates were to RSP Support Payments.

#### D. TIO Support Payments

9. The amount of the TIO Support Payment for each Relevant TIO Referral will be equal to the fees (including case fees) charged by the TIO for that Relevant TIO Referral, as set out in the relevant invoice issued by the TIO to you (but will not include any amount in respect of any compensation paid to customers in relation to Relevant TIO Referrals nor any TIO membership fees paid by you).
10. You must use all reasonable efforts to resolve each Relevant TIO Referral as expeditiously as possible, including by making reasonable offers to settle Relevant TIO Referrals where appropriate.

#### E. Information to be provided by you

11. To calculate certain RSP Support Payments and TIO Support Payments, **nbn** may require details from you. You must provide **nbn** all details for the relevant Affected Transactions and Relevant TIO Referrals as required by **nbn**, including as set out in the forms provided by **nbn** from time to time, and in accordance with the timeframes notified by **nbn** from time to time.



12. In notifying **nbn** of the time at which you would have submitted a Connect Order or Trouble Ticket (but did not as a result of there being no Appointments made available at the time), you must ensure that the time notified is after any time that you took or would have taken to perform pre-submission activities such as physical network build activities, equipment installation activities, RSP Network configuration activities, troubleshooting activities, responding to notifications for more information on faults and any other activities that you would ordinarily undertake or are required by the WBA to undertake before submitting a Connect Order or Trouble Ticket (as applicable).
13. You must ensure that all information you provide to **nbn** in connection with this letter agreement is true and accurate to the best of your knowledge and belief.
14. **nbn** may seek your cooperation to validate that any information you provide is accurate and that RSP Support Payments and TIO Support Payments have been properly provided to you in accordance with this letter agreement. **nbn** will only do so if it has reasonable grounds for concern. You must cooperate with **nbn** in this regard.

## F. Appointment management

15. You must cooperate with **nbn** to minimise the length of time taken by **nbn** to complete Connect Orders and to rectify Service Faults, including by promptly performing any activities, and providing any information, reasonably requested by **nbn**.
16. In addition to **nbn**'s rights under the WBA, **nbn** may, during the Affected Transactions Period, schedule or reschedule (as applicable) Appointments for the purpose of seeking to reduce the length of time taken by **nbn** to complete connections or rectify service faults across all retail service providers, unless you have already notified **nbn** or notify **nbn**, that you do not wish for **nbn** to schedule or reschedule Appointments in this way.
17. If **nbn** schedules or reschedules an Appointment under paragraph 16, **nbn**:
  - a. will give you at least:
    - i. 3 Business Days' notice of a new or rescheduled Appointment that relates to a Connect Order; and
    - ii. 2 Business Days' notice of a new or rescheduled Trouble Ticket Appointment; and
  - b. may notify the Appointment Representative of the new or rescheduled Appointment.

## G. Payment process

18. **nbn** will pay each RSP Support Payment and TIO Support Payment to you without you needing to make a claim (provided you provide the required information in accordance with part E of this letter agreement).
19. To enable **nbn** to calculate whether an RSP Support Payment applies for an Affected Transaction, and to enable **nbn** to pay you both Commercial Rebates and RSP Support Payments if both apply for an Affected Transaction, **nbn** may use a process that differs from section 8.5 of the WBA Operations Manual. **nbn** will provide you with reasonable details of such payments to allow you to identify the payments and the Affected



Transactions to which they relate. For clarity, such payments may be made after the month in which the relevant Affected Transaction is completed.

20. **nbn** will pay each TIO Support Payment to you within 14 days of the later of:
  - a. **nbn** validating the relevant information that you have provided in accordance with part E of this letter agreement; and
  - b. you providing a valid invoice to **nbn** for the TIO Support Payment in accordance with any invoicing requirements and any timeframes notified by **nbn** from time to time.
21. If you or **nbn** identify any inaccuracies or errors in any RSP Support Payments or TIO Support Payments, the party identifying the issue must promptly notify the other party and both parties must work together to seek to resolve the issue.

## H. Amendments to this letter

22. **nbn** may amend or terminate this letter agreement as follows:
  - a. to make a change that is favourable to you, or to extend the availability of the RSP Support Payment Program, by giving 10 Business Days' notice to you; or
  - b. to terminate it or to withdraw, suspend or otherwise amend the RSP Support Payment Program, by giving 1 month's notice to you.

## I. General

23. You must be a party to the WBA to be and remain eligible for the RSP Support Payments and TIO Support Payments.
24. Except as expressly specified, this letter agreement does not vary the WBA.
25. **nbn** may reduce the amount of, or temporarily or permanently cease providing you with, RSP Support Payments and TIO Support Payments at any time if you do not comply with the terms of this letter agreement.
26. Any dispute in relation to the amount of any payment provided by **nbn** under this letter agreement will be considered to be a Billing Dispute for the purposes of the WBA and will be managed in accordance with the processes applicable to Billing Disputes in the WBA. Any other dispute that arises under or in relation to this letter agreement will be considered to be a Dispute for the purposes of the WBA and will be managed in accordance with the processes applicable to Disputes in the WBA.
27. If **nbn** does not achieve a Performance Objective relating to any Affected Transactions, **nbn** will satisfy its Corrective Action obligations by making the RSP Support Payments and TIO Support Payments, and through the various operational initiatives that **nbn** is currently implementing.
28. Nothing in this letter affects the accrued rights and liabilities of either party under the WBA.



29. Clauses H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA are incorporated into this letter agreement as though set out in full, with references to “Agreement” being read as references to this letter agreement.

Your **nbn** account manager is ready to help you with anything contained in this letter agreement. If you have any questions, please contact your account manager.

Yours sincerely

Jane Witter

General Manager, Wholesale Supply



## Executed as an agreement

---

Executed by **[Insert party name (ABN)]** by its authorised representatives:

---

Signature of authorised representative

---

Signature of authorised representative

---

Name of authorised representative

---

Name of authorised representative

---

Date of signature

---

Date of signature

---

Executed by **nbn co limited (ABN 86 136 533 741)** by its authorised representatives:

---

Signature of authorised representative

---

Signature of authorised representative

---

Name of authorised representative (print)

---

Name of authorised representative (print)

---

Position of authorised representative

---

Position of authorised representative

---

Date of signature

---

Date of signature