



15 March 2022

Hello,

### **nbn Flood Relief Funding**

After more than 2 years of enduring the COVID-19 pandemic, it has been with great sadness that we have watched our fellow Australians once more being subjected to another national disaster, with widespread flooding across the east coast of Australia in particular. We know that a number of our customers, as well as our own employees and contractors, continue to be personally affected by this terrible event. In these circumstances, our primary focus is to ensure that we minimise disruption to our network given how critical telecommunications services are to those in the middle of this crisis.

In addition to this, **nbn** is making available to industry \$6 million in Flood Relief Funding to help RSPs provide financial support to those of their customers who have been affected by these floods.

To ensure all impacted customers, including residential and business customers, have access to these funds, **nbn** will be allocating access to the **nbn** Flood Relief Funding across the industry as follows:

1. \$5.8m for **nbn**™ Ethernet AVCs (excluding AVCs with a TC-2 bandwidth profile) and **nbn**™ Sky Muster™ Plus ordered products (**TC-4 Ordered Products**);
2. \$0.15m for **nbn**™ Enterprise Ethernet ordered products and **nbn**™ Ethernet AVCs with a TC-2 bandwidth profile (**Business Ordered Products**); and
3. \$0.05m for **nbn**™ Business Satellite Service ordered products (**BSS Ordered Products**).

Your account manager will notify your organisation of its allocations from the Flood Relief Fund in respect of each of the three categories of Ordered Products (each, an **RSP Fund Allocation**). The RSP Fund Allocation for each category of Ordered Product will be calculated based on your organisation's share of the total number of ordered products of that category supplied to all of **nbn**'s customers nationally.

This funding will be made available to your organisation by way of credits to be provided on the terms and conditions set out in this letter.

**nbn** will continue to monitor the need for adjustments to the funding and other measures and seek to respond to the needs of flood affected customers during this difficult period. **nbn** appreciates your support in this regard.

### **Action required**

Please complete your details on the last page, sign and return this letter to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) as soon as possible to take advantage of this funding.

Alternatively, if you would like to execute this letter using DocuSign, please request this via email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

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



Your **nbn**<sup>™</sup> account manager is ready to help your organisation with anything contained in this letter. If you have any questions about this letter, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

### Flood Relief Credits

1. Subject to the terms below, **nbn** will provide a credit to your organisation for each eligible Ordered Product:
  - (a) that was subject to a service interruption of at least 24 hours as a result of flooding in the period between 25 February 2022 and 30 April 2022 (**Service Interruption Credit**); or
  - (b) that was supplied to a Premises that is determined by your organisation to be lost or inhabitable as a result of flooding in the period between 25 February 2022 and 30 April 2022 (**Lost Premises Credit**).
2. The amount of the credit for each eligible Ordered Product will be as set out in the following table based on the category of Ordered Product and the type of credit claimed, or such lesser amount as requested by your organisation.

	Service Interruption Credit	Lost Premises Credit
TC-4 Ordered Product	\$50	\$300
Business Ordered Product	\$300	\$1,800
BSS Ordered Product	\$1,100	\$6,600

3. Your organisation must not submit a claim for more than one credit in respect of any Ordered Product.

*Example: Where your organisation is acquiring an Ordered Product in respect of a Lost Premises, your organisation should submit a claim for a Lost Premises Credit, and must not also submit a claim for a Service Interruption Credit in respect of the same Ordered Product.*
4. **nbn** will not provide a credit to your organisation for an Ordered Product to the extent that it would result in the total amount of credits provided to your organisation for that category of Ordered Products exceeding the applicable RSP Fund Allocation.

### Eligibility to receive credits

5. To be eligible for any credits under this Flood Relief Fund, your organisation must:
  - (a) complete your details on the last page, sign and return a copy of this letter agreement to **nbn** by 5.00pm on **31 March 2022**;
  - (b) have a publicly announced a flood relief package or policy, or publicly announce a flood relief package or policy by 31 March 2022 before your organisation submits its first claim as per the process described in paragraph 9 below;



- (c) email your Account Manager with (a weblink to) your flood relief package or policy with details and information on how your organisation intends to apply the **nbn** funding by 31 March 2022; and
  - (d) obtain **nbn**'s approval on how your organisation intends to use any credits issued under this letter.
6. If your organisation's flood relief package or policy changes after your organisation has obtained approval from **nbn** under paragraph 5(d), your organisation must submit your updated flood relief package or policy to **nbn**, supply to **nbn** information on any changes as to how your organisation intends to use the credits, and reapply for **nbn** approval under paragraph 5(d).

### How credits are to be used

- 7. Your organisation must ensure that the full amount of each credit is used to provide financial relief to the relevant Contracted End User from fees or charges for RSP Products or Downstream Products, in accordance with your organisation's flood relief policy.
- 8. Your organisation is expected contribute your own financial support to affected End Users as part of your flood relief policy.

### Process for making a claim for a credit

- 9. To claim any credits under **nbn**'s Flood Relief Fund, your organisation must:
  - (a) submit, by no later than 31 May 2022, a standard Credit/Rebate Claim Form (using the "Flood Relief 2022" tab in that form) for each Ordered Product for which your organisation claims a credit in accordance with paragraph 10; and
  - (b) separately claim for each credit when claiming multiple credits for different Ordered Products supplied to the same Premises.
- 10. Your organisation must include the following details for each claim:
  - (a) the Product Instance ID;
  - (b) location details of the Premises to which the relevant Ordered Product is supplied;
  - (c) the category of Ordered Product, to be identified in the "Customer Group" column as follows:
    - (i) "Group 1" for TC-4 Ordered Products;
    - (ii) "Group 2" for Business Ordered Products; or
    - (iii) "Group 3" for BSS Ordered Products; and
  - (d) the type of Credit being claimed, to be identified in the "Relief Type" column as follows:
    - (i) Service Interruption; or
    - (ii) Premises Lost.



## General

11. **nbn** may, in its absolute discretion, reject any claim.
12. **nbn** will apply any credits to your organisation's invoice as promptly as practical and, in any event, within 30 Business Days following receipt, acceptance and processing of a valid claim from your organisation.
13. **nbn** may immediately terminate or amend this letter agreement at any time by providing notice to your organisation.
14. Any termination of this letter agreement will not affect your organisation's entitlement to credits for which your organisation submitted a valid claim prior to the date of termination.
15. Where requested by **nbn**, your organisation must cooperate with **nbn** to validate:
  - (a) any claim submitted by your organisation; or
  - (b) that credits paid to your organisation have been used for their intended purposes as outlined in paragraph 7.
16. Unless otherwise specified in this letter, capitalised terms used in this letter have the meanings given to those terms in the WBA between **nbn** and your organisation.

Yours sincerely,

Jane Witter  
General Manager, Wholesale Supply