

# Service Description

Facilities Access Service Module

Wholesale Broadband Agreement





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## Facilities Access Service Module

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Version	Description	Effective Date
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### Environment

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

# Introduction

This Service Description describes the Facilities Access Service. This document forms part of the Facilities Access Service Module.

## Roadmap

A roadmap describing the structure of this Service Description for the Facilities Access Service follows for the assistance of RSP.

### Part A: The Facilities Access Service

Part A describes what the Facilities Access Service is.

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# Part A: The Facilities Access Service

*Section 1 describes the Facilities Access Service.*

## 1. Service Description

The Facilities Access Service:

- permits interconnection between the RSP Network and the **nbn**<sup>TM</sup> Network at Established POIs;
- is not available at Temporary POIs;
- can be used by RSP to interconnect with the **nbn**<sup>TM</sup> Network for all access technologies, with specific options required only for the **nbn**<sup>TM</sup> Satellite Network; and
- comprises the following four Service Elements which RSP may order in different combinations according to the type of interconnection RSP wishes to implement:

Service Element	Purpose
<b>nbn</b> <sup>TM</sup> Building Entry Service	Enables RSP to install, house, operate, test, maintain and remove lead-in or backhaul transmission cables at a POI Site that is located within a Type 1 Facility.
ODF Termination	Enables RSP's lead-in or backhaul transmission cables to be connected by <b>nbn</b> to an ODF Termination Point on the <b>nbn</b> <sup>TM</sup> ODF at a POI Site.
Cross Connects	Provides point-to-point connectivity between specified pairs of locations presented on <b>nbn</b> <sup>TM</sup> ODFs.
Co-location	Enables RSP to install, house, operate, test, maintain and remove RSP Active Equipment in Equipment Racks.

Each Service Element of the Facilities Access Service may be ordered separately in respect of each Established POI, except for the **nbn**<sup>TM</sup> Building Entry Service, which is only available in respect of POI Sites located in Type 1 Facilities.

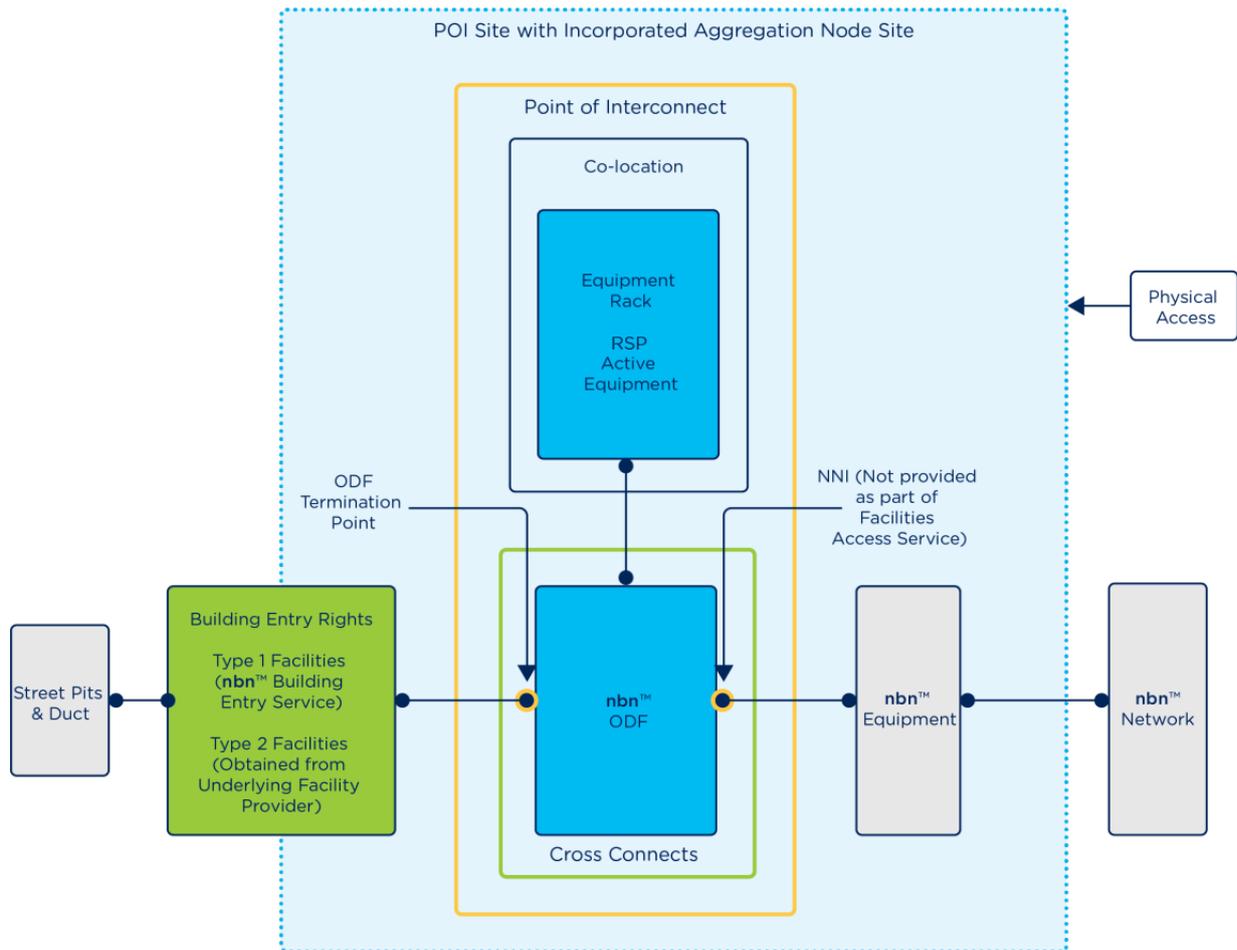
*Section 2 describes the two types of POIs in respect of which the Service Elements of the Facilities Access Service are made available by **nbn**.*

## 2. Types of POIs

- (a) **nbn** makes the Service Elements of the Facilities Access Service available in respect of all Established POIs whether they have an Incorporated Aggregation Node Site or an Annexed Aggregation Node Site, except that **nbn** only makes the **nbn**<sup>TM</sup> Building Entry Service available as set out in section 1 (in respect of POI Sites located in Type 1 Facilities).

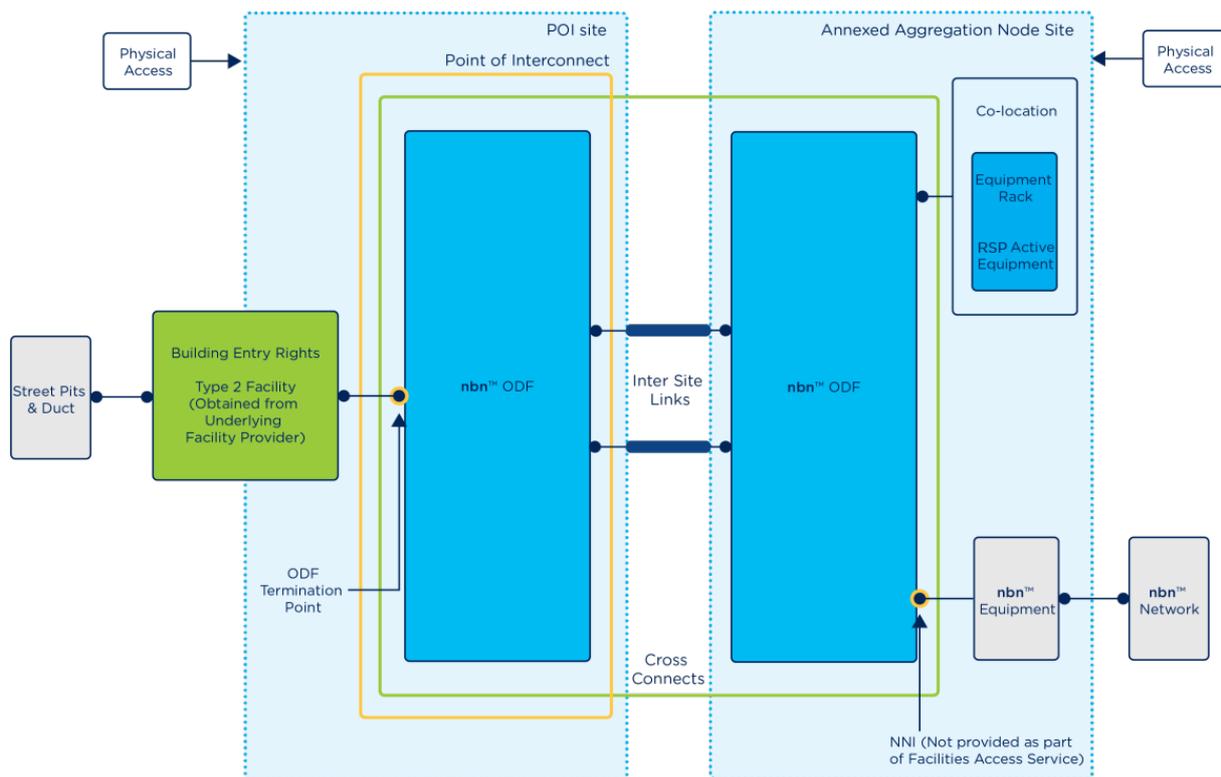
**Note:** *Type 1 Facilities host POI Sites that have Incorporated Aggregation Node Sites.*

- (b) Where a POI Site has an Incorporated Aggregation Node Site, each of the Service Elements of the Facilities Access Service are made available in respect of that POI Site or Aggregation Node Site (as applicable) as illustrated in Figure 1 below:



**Figure 1:** POI Site with Incorporated Aggregation Node Site

- (c) Where a POI Site has an Annexed Aggregation Node Site, each of the Service Elements of the Facilities Access Service are made available in respect of that POI Site or Aggregation Node Site (as applicable) as illustrated in Figure 2 below:



**Figure 2:** POI Site with an Annexed Aggregation Node Site

- (d) As at the date of this document:
- (i) 117 of the 121 POIs are POI Sites that have Incorporated Aggregation Node Sites; and
  - (ii) 4 of the 121 POIs are POI Sites that have Annexed Aggregation Node Sites.

*Section 3 describes the types of facilities at which the Facilities Access Service may be supplied.*

### 3. Types of facilities

#### 3.1 Type 1 Facilities

- (a) **Type 1** Facilities are buildings that are owned, operated or controlled by **nbn** or a Related Body Corporate of **nbn**, and at which a POI is established.
- (b) POIs at Type 1 Facilities have Incorporated Aggregation Node Sites.

#### 3.2 Type 2 Facilities

- (a) **Type 2** Facilities are buildings, other than Type 1 Facilities, at which a POI is established.
- (b) POIs at Type 2 Facilities may have Incorporated Aggregation Node Sites or Annexed Aggregation Node Sites.
- (c) **nbn's** ability to supply the Facilities Access Service, and **nbn's** obligations under this Agreement, in respect of Type 2 Facilities are dependent on and subject to **nbn** having (and continuing to have) contractual rights:
  - (i) to access and use the Underlying Facility Provider's premises; and
  - (ii) to pass on those rights of access and use to RSP.

## Part B: Service Elements

*Section 4 applies to the supply of the **nbn**<sup>TM</sup> Building Entry Service as a Service Element of the Facilities Access Service. RSP's Building Entry Rights more generally are dealt with in section 8 of this document.*

### 4. **nbn**<sup>TM</sup> Building Entry Service

#### 4.1 Description

- (a) The **nbn**<sup>TM</sup> Building Entry Service:
- (i) enables RSP to install, house, operate, test, maintain and remove lead-in or backhaul transmission cables at a POI Site that is located within a Type 1 Facility; and
  - (ii) can be used by RSP in conjunction with other Service Elements of the Facilities Access Service and the **nbn**<sup>TM</sup> Ethernet Product as described in section 4.3.
- (b) The **nbn**<sup>TM</sup> Building Entry Service is not available at Type 2 Facilities.

#### 4.2 **nbn** and RSP rights and obligations

- (a) The following table sets out the obligations of **nbn** and RSP in relation to the supply of the **nbn**<sup>TM</sup> Building Entry Service:

Party responsible	Obligation
<b>nbn</b>	Grant rights to RSP to install a lead-in or backhaul transmission cable (containing up to a maximum of 72 fibres) between the "starter duct" and the "cable chamber"
	Grant rights to RSP to house, operate, test, maintain and remove that cable between the "starter duct" and the ODF Termination Point
	Conduct initial planning and inspection work (a feasibility study) before RSP installs lead-in or backhaul transmission cables
	Conduct a post-installation inspection and approval assessment after RSP installs lead-in or backhaul transmission cables
RSP	Comply with all reasonable directions given by <b>nbn</b> in relation to the installation, housing, operation, testing, maintenance and removal of a lead-in or backhaul transmission cable

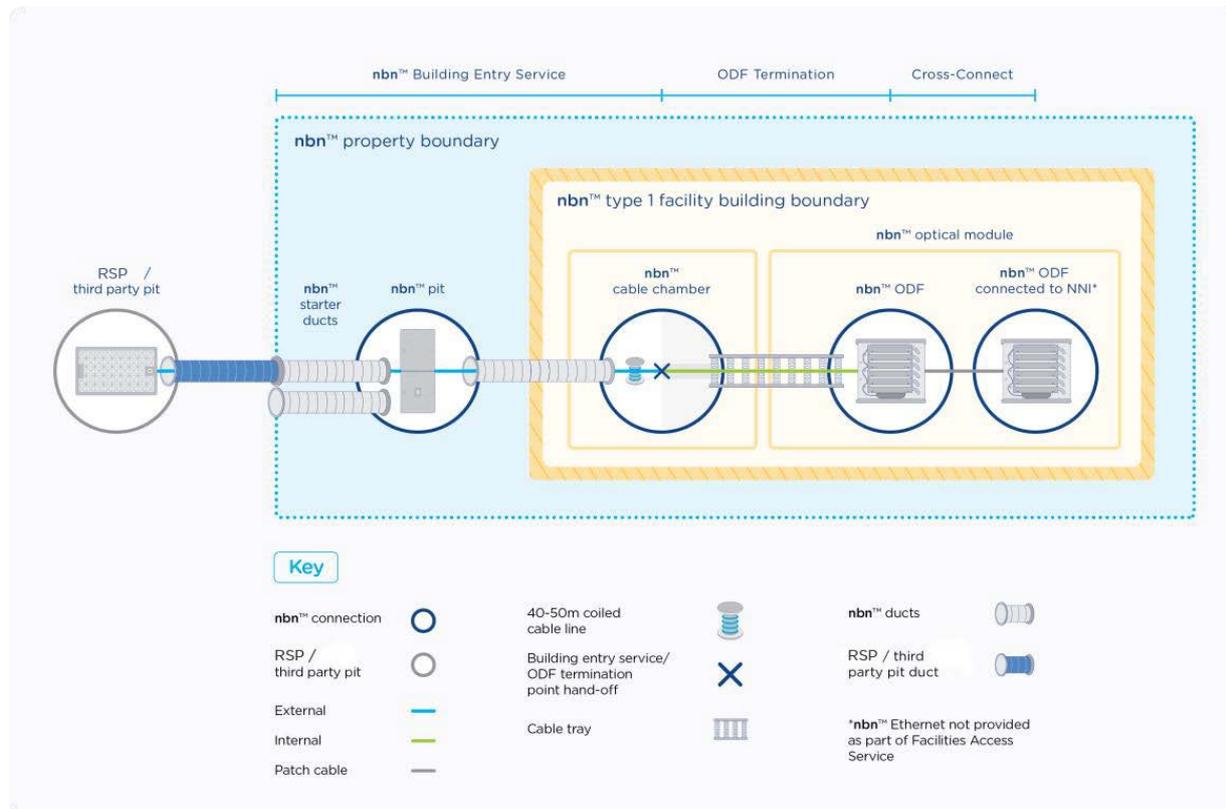
- (b) The **nbn**<sup>TM</sup> Building Entry Service does not confer a right on RSP to connect or disconnect lead-in or backhaul transmission cables to or from the ODF Termination Point.

#### 4.3 Use of the **nbn**<sup>TM</sup> Building Entry Service

- (a) To interconnect RSP lead-in or backhaul transmission cable to an NNI in respect of a POI in a Type 1 Facility, RSP must acquire the **nbn**<sup>TM</sup> Building Entry Service, ODF Termination and Cross Connect, as illustrated in Figure 3 below.
- (b) RSP's responsibilities in relation to the **nbn**<sup>TM</sup> Building Entry Service include:
- (i) presenting its lead-in or backhaul transmission cables entering a Type 1 Facility (as installed using the **nbn**<sup>TM</sup> Building Entry Service) at **nbn**'s cable chamber in a

manner that enables **nbn** to carry those cables through to the **nbn**<sup>TM</sup> ODF, for the purposes of connection to the ODF Termination Point as described in section 5; and

- (ii) ordering ODF Termination as required for the installation by **nbn** of RSP's lead-in or backhaul transmission cables (introduced using the **nbn**<sup>TM</sup> Building Entry Service) from **nbn**'s cable chamber through to the **nbn**<sup>TM</sup> ODF.



**Figure 3:** The “hand-off point” depicted here between the **nbn**<sup>TM</sup> Building Entry Service and ODF Termination indicates the point where RSP's lead-in or backhaul transmission cables entering a Type 1 Facility, as installed using the **nbn**<sup>TM</sup> Building Entry Service, must be presented by RSP.

Section 5 applies to the supply of ODF Termination as a Service Element of the Facilities Access Service.

## 5. ODF Termination

### 5.1 nbn and RSP obligations

- (a) ODF Termination enables RSP's lead-in or backhaul transmission cables to be connected by **nbn** to an ODF Termination Point on the **nbn**<sup>TM</sup> ODF in respect of a POI Site.
- (b) The following table sets out **nbn**'s and RSP's obligations in connection with the supply of ODF Termination:

Party responsible	Facility type	Obligation
<b>nbn</b>	Type 1	Procure, install and maintain optical cable trays within the Site Boundaries of the relevant POI Site for the purposes of supporting the RSP's lead-in or backhaul transmission cables
<b>nbn</b>	Type 2	Procure that there are optical cable trays within the Site Boundaries of the relevant POI Site for the purposes of supporting RSP's lead-

Party responsible	Facility type	Obligation
		in or backhaul transmission cables. <b>Note:</b> RSP must still obtain all necessary Building Entry Rights as set out in section 8.
RSP	Type 1 and Type 2	Procure lead-in or backhaul transmission cables that are or will be connected to the ODF Termination Point at the relevant POI Site
RSP	Type 1	Engage an <b>nbn</b> -approved contractor to install RSP's lead-in or backhaul transmission cables in optical cable trays up to the cable chamber at the relevant POI Site
RSP	Type 2	Engage an <b>nbn</b> -approved contractor to install RSP's lead-in or backhaul transmission cables in optical cable trays up to the ODF Termination Point at the relevant POI Site
<b>nbn</b>	Type 1	Install RSP's lead-in or backhaul transmission cable presented by RSP at the cable chamber to the ODF Termination Point at the relevant POI Site
<b>nbn</b>	Type 1 and Type 2	Connect RSP's lead-in or backhaul transmission cable to an ODF Termination Point at the relevant POI Site
RSP	Type 1 and Type 2	Operate and maintain RSP's lead-in or backhaul transmission cables in optical cable trays

- (c) **nbn** is not responsible for, and RSP must obtain, all necessary rights to install its lead-in or backhaul transmission cables and access and use optical cable trays and other infrastructure located at Type 2 Facilities.

## 5.2 Conditions of connection to an ODF Termination Point

- (a) **nbn** will undertake the physical connection of RSP's lead-in or backhaul transmission cables to an ODF Termination Point.
- (b) RSP may only order up to a maximum of two full optical fibre termination trays (i.e. 2 x 72 fibres) (in aggregate) for an ODF Termination Point at a relevant POI Site.
- (c) RSP must not (including by an **nbn**-approved contractor):
- (i) undertake or permit the physical connection of RSP's lead-in or backhaul transmission cables to an ODF Termination Point; or
  - (ii) invite, permit or cause any third party to access or attempt to access any **nbn**<sup>TM</sup> ODF.
- (d) **nbn** does not support the installation and connection of multimode fibre optic cables to an ODF Termination Point.

*Section 6 applies to the supply of Cross Connect as a Service Element of the Facilities Access Service.*

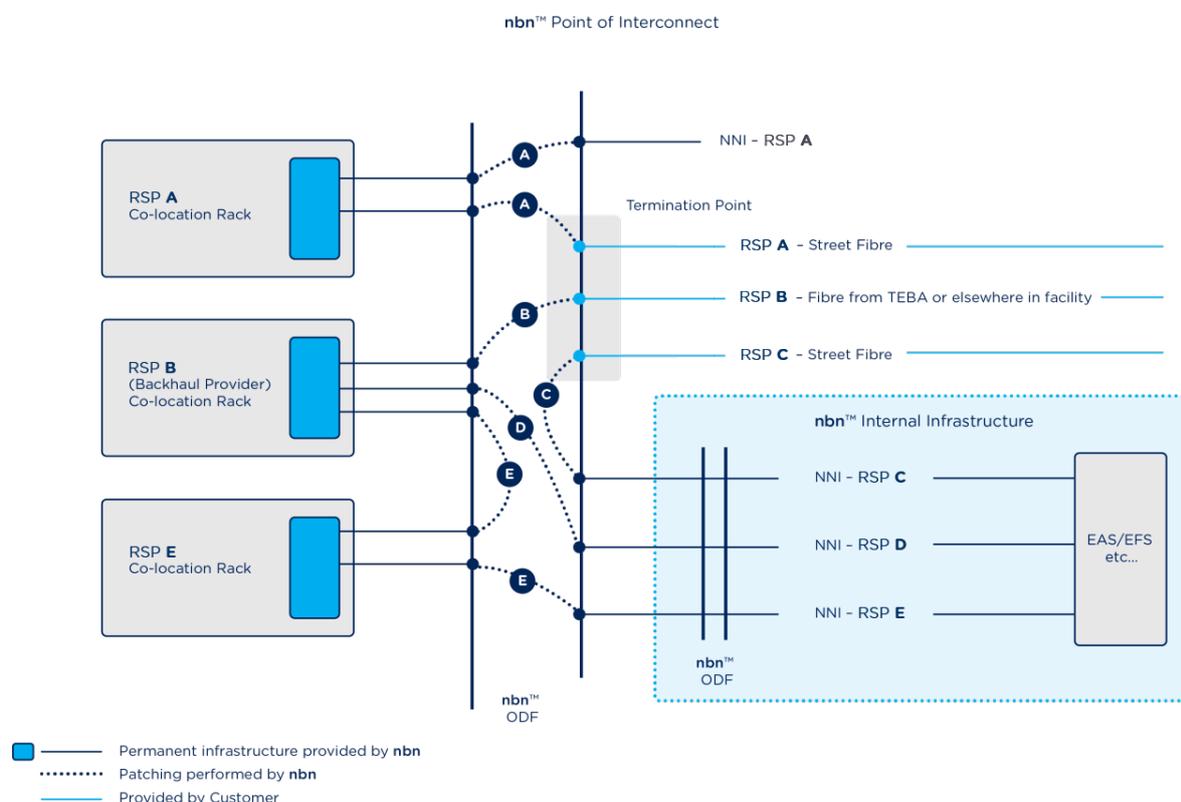
## 6. Cross Connect

- (a) Cross Connect enables RSP to achieve point-to-point connectivity between specified pairs of locations on **nbn**<sup>TM</sup> ODFs at an Established POI.

- (b) **nbn** will procure, install and maintain a pair of single mode fibre optic cables at or in respect of the relevant POI Site and/or Aggregation Node Site (as applicable) at any of the following locations on an **nbn**<sup>TM</sup> ODF:
- (i) the designated point associated with an NNI;
  - (ii) the designated ODF Termination Point at which a lead-in or backhaul transmission cable is presented;
  - (iii) the designated Co-location Connection Point at which Co-location is presented; and
  - (iv) the designated point at which any other connection located within the relevant building or buildings is presented.

**Note:** If a POI Site has an Annexed Aggregation Node Site, a Cross Connect may be performed between two physically separate **nbn**<sup>TM</sup> ODFs in the POI Site and Annexed Aggregation Node Site respectively.

- (c) Figure 4 below illustrates the permissible connections that can be established in respect of a POI by RSP acquiring Cross Connect.



**Figure 4:** Logical connectivity diagram of permissible Cross Connections

- (d) In respect of Cross Connects referred to in section 6(b)(ii):
- (i) RSP must supply, operate and maintain the lead-in or backhaul transmission cables; and
  - (ii) RSP's lead-in or backhaul transmission cables must carry RSP's traffic to one of the following points outside the relevant POI Site:
    - (A) a point outside the building or buildings in which the POI Site is located; or
    - (B) a point within the building or buildings in which the POI Site is located, but which is outside the Site Boundary of the POI Site itself.

- (e) RSP must not and must not allow RSP Personnel to:
  - (i) install cross connect cables into any **nbn**<sup>TM</sup> ODF;
  - (ii) access, or attempt to access or invite, permit or cause any third party to access any cross connect cables; or
  - (iii) connect the RSP Network to the network of any third party within any relevant POI Site or Aggregation Node Site, except where that connection is established through an **nbn**<sup>TM</sup> ODF and the supply of Cross Connect by **nbn**.
- (f) Where RSP orders Cross Connect between a designated point on an **nbn**<sup>TM</sup> ODF and a point at which any Other RSP has a designated point on the **nbn**<sup>TM</sup> ODF, RSP must:
  - (i) obtain the Other RSP's written authorisation (in a form provided by **nbn**) to have **nbn** perform that Cross Connect; and
  - (ii) provide a copy of that written authorisation to **nbn**.
- (g) **nbn** will not provide cross connect cables in the form of multimode fibre optic cables or electrical cables (such as CAT6 or co-axial cables).
- (h) The following table sets out the party responsible for acquiring Cross Connect between specified points on an **nbn**<sup>TM</sup> ODF:

Connection to be established between:		Person responsible for acquiring Cross Connect
Location 1	Location 2	
NNI	RSP's lead-in or backhaul transmission cable	RSP
Co-location Connection Point	Any other connection located on the <b>nbn</b> <sup>TM</sup> ODF	RSP
	RSP's lead-in or backhaul transmission cable	RSP
	NNI	RSP
	Any other Co-location Connection Point	RSP or Other RSP

- (i) **nbn** will be responsible for the following in respect of each Cross Connect supplied by **nbn** to RSP:
  - (i) performing the Cross Connect within the **nbn**<sup>TM</sup> ODF;
  - (ii) providing the materials used to perform the Cross Connect within the **nbn**<sup>TM</sup> ODF; and
  - (iii) ongoing maintenance of the Cross Connection.

*Section 7 applies to the supply of Co-location as a Service Element of the Facilities Access Service.*

## 7. Co-location

### 7.1 Description

- (a) Co-location enables RSP to install, house, test, operate, maintain and remove RSP Active Equipment in an Equipment Rack.
- (b) Co-location:

- (i) is supplied subject to availability at the relevant Aggregation Node Site;
  - (ii) provides RSP with access to and use of an Equipment Rack described in section 7.2(a)(i) which is located on an area of the Aggregation Node Site known as rack space;
  - (iii) allows RSP to install, house, test, operate, maintain and remove RSP Active Equipment in the Equipment Rack;
  - (iv) includes pre-cabled and pre-terminated single mode optic fibres within the Equipment Rack in which RSP Active Equipment is installed;
  - (v) includes the installation and maintenance of 24 pre-cabled and pre-terminated single mode fibre tie cables between the **nbn**<sup>TM</sup> ODF at the Aggregation Node Site and the fibre patch panel in the relevant Equipment Rack;
  - (vi) includes access to an electronic key (where available) stored at, and activated for, the relevant Aggregation Node Site (subject to section 10) which allows RSP to physically access Equipment Racks for a pre-determined period of time; and
  - (vii) includes the supporting infrastructure and services (such as power, lighting, temperature and ventilation conditions) specified in the [Service Technical Specification for the Facilities Access Service](#).
- (c) If an electronic key is unavailable in respect of an Equipment Rack, **nbn** will provide an alternative means of accessing the Equipment Rack as notified by **nbn** to RSP from time to time.

## 7.2 Equipment Racks

- (a) RSP may:
- (i) order an Equipment Rack to house RSP Active Equipment as either a lockable full height Equipment Rack or a lockable half height Equipment Rack, subject to availability;
  - (ii) order a maximum of 2 Equipment Racks (being either full height or half height) at an Aggregation Node Site; and
  - (iii) request that **nbn** augment the 24 fibre tie cables referred to in section 7.1(b)(v) up to a maximum of 72 pre-cabled and pre-terminated single mode fibre tie cables subject to and in accordance with the [Service Technical Specification for the Facilities Access Service](#).
- (b) **nbn** will:
- (i) procure, install, manage and maintain Equipment Racks in the rack space in accordance with the [WBA Operations Manual](#); and
  - (ii) use reasonable endeavours to ensure that Equipment Racks meet the specifications set out in the [Service Technical Specification for the Facilities Access Service](#).

## 7.3 Conditions: RSP Active Equipment

- (a) RSP is responsible for the installation, housing, testing, operation, maintenance, removal and security of all RSP Active Equipment installed in an Equipment Rack and for ensuring that the RSP Active Equipment complies with this Agreement.
- (b) Prior to installing any RSP Active Equipment in an Equipment Rack, RSP must:

- (i) notify **nbn** of the make and model of that RSP Active Equipment and its laser class as per AS/NZS 2211.1 or IEC 60825.1; and
  - (ii) obtain **nbn**'s written consent (such consent not to be unreasonably withheld or delayed) to the installation of that RSP Active Equipment.
- (c) **nbn** will not have unreasonably withheld or delayed its consent to the installation of RSP Active Equipment if **nbn** is not entitled to allow the installation of such equipment in that facility (including by reason of the contractual rights of access (if any) **nbn** has to a Type 2 Facility).
- (d) RSP must not use any RSP Active Equipment installed in an Equipment Rack other than for purposes related to the transmission of traffic using **nbn**<sup>TM</sup> Ethernet, unless authorised by **nbn** in writing (which authorisation may be given, revoked or varied in **nbn**'s absolute discretion).

#### 7.4 Conditions: cabling

- (a) Co-location does not include any Cross Connect.
- (b) RSP must not perform any cabling works externally to Equipment Racks made available as part of Co-location including the installation or attempted installation of any cross connect cables between separate Equipment Racks.
- (c) RSP must order Cross Connect if RSP wishes to establish a connection between two or more Equipment Racks in rack space.

#### 7.5 Conditions: locks, keys, access cards and security

- (a) **nbn** may supply keys and access cards to RSP from time to time.
- (b) RSP must not:
  - (i) access an Equipment Rack until **nbn** provides RSP with access in accordance with section 10; or
  - (ii) tamper with, modify or remove any lock or locking mechanism provided by **nbn** in connection with any Equipment Rack.
- (c) RSP must:
  - (i) comply with any directions of **nbn** or the Underlying Facility Provider concerning the use and storage of an electronic key or other key; and
  - (ii) notify **nbn** immediately after becoming aware of any lock, key or access card provided by **nbn** which has been lost, stolen or is defective.
- (d) RSP may install cameras in an Equipment Rack supplied to RSP in a Type 1 Facility and, when the Underlying Facility Provider has consented, in a Type 2 Facility, on the condition that:
  - (i) **nbn** is reasonably satisfied that such cameras will not make direct visual or audio-visual recordings of areas external to those Equipment Racks;
  - (ii) RSP complies with any instructions given to RSP by **nbn** or the Underlying Facility Provider in relation to the installation and use of such cameras;
  - (iii) following a reasonable request by **nbn** (which includes for purposes related to resolving or settling a disagreement or dispute), RSP:

- (A) promptly provides to **nbn** a copy of any visual and audio visual recordings that have been made; and
  - (B) grants to **nbn** a non-exclusive, royalty-free, transferrable, perpetual, irrevocable and worldwide licence (with a right to sublicense) to copy, communicate, adapt, modify or use in any other way whatsoever those visual and audio visual recordings; and
- (iv) in the case of cameras installed in Type 2 Facilities, RSP complies with such other conditions as may be imposed by the Underlying Facility Provider from time to time.

## Part C: Access to facilities

*Section 8 sets out the Building Entry Rights required in connection with the Facilities Access Service.*

### 8. Building Entry Rights

- (a) The Building Entry Rights referred to in this section 8 are the rights to install, house, operate, test, maintain and remove lead-in or backhaul transmission cables up to the cable chamber (in the case of Type 1 Facilities) or the ODF Termination Point (in the case of Type 2 Facilities).
- (b) RSP must obtain and maintain, at its cost, all necessary Building Entry Rights for **nbn** to supply the Facilities Access Service.
- (c) If RSP fails to obtain Building Entry Rights, either in whole or in part, **nbn** may be unable to supply the Facilities Access Service to RSP.
- (d) The following table sets out the source of Building Entry Rights for Type 1 Facilities and Type 2 Facilities:

Type of facility	Source of Building Entry Rights
Type 1 Facility	<b>nbn</b> <sup>TM</sup> Building Entry Service
Type 2 Facility	Arrangements made between RSP and the Underlying Facility Provider

- (e) Neither the Facilities Access Service nor an Access Seeker Undertaking includes Building Entry Rights in respect of Type 2 Facilities.

*Section 9 sets out RSP's obligations in respect of Authorised Persons who may enter a POI Site or Aggregation Node Site in connection with the Facilities Access Service.*

### 9. Authorised Persons

RSP must ensure that all Personnel of RSP who enter, and all other persons that RSP may invite, permit or otherwise cause to enter, a POI Site or Aggregation Node Site in connection with RSP's acquisition of the Facilities Access Service:

- (a) are Authorised Persons permitted to enter the POI Site or Aggregation Node Site under this Agreement and are named on relevant Physical Access Request Forms;
- (b) at all times during their presence at a POI Site or Aggregation Node Site, carry with them evidence, or are otherwise able to demonstrate to **nbn** or the Underlying Facility Provider, their identity and that they are Authorised Persons;
- (c) comply with this Agreement, including this Service Description and the [Service Technical Specification for the Facilities Access Service](#);
- (d) comply with work practices, work procedures and Business Rules notified to RSP by **nbn** or the Underlying Facility Provider from time to time;
- (e) comply with occupational health and safety laws, rules and standards;
- (f) comply with technical specifications, standards and manuals notified to RSP by **nbn** or the Underlying Facility Provider from time to time;
- (g) comply with Access Seeker Undertakings; and

- (h) comply with the [WBA Operations Manual](#).

*Section 10 describes Planned Access, Emergency Access, modes of access and conditions for physical access in relation to Building Entry Rights.*

## 10. Physical access

### 10.1 Planned Access

- (a) This section 10.1 sets out the circumstances in which RSP may request 'business as usual' access to an Accessible Location from **nbn** in connection with each Service Element of the Facilities Access Service.
- (b) An **Accessible Location** is the area of an Aggregation Node Site or a POI Site that is made available by **nbn** to be accessed by RSP in connection with an ordered Service Element for the purpose specified in this section 10.1.

Service Element	Type of facility	Purpose	Planned Access Time
Co-location	Type 1 or Type 2	Install, test or remove RSP Active Equipment in Equipment Racks	Between 9:00am and 5:00pm on Business Days
		Operate or maintain RSP Active Equipment in Equipment Racks	On the dates and at the times as agreed between <b>nbn</b> and RSP
ODF Termination	Type 2	Install, operate, maintain, repair and replace lead-in or backhaul transmission cables up to (but not to connect to) the ODF Termination Point	Between 9:00am and 5:00pm on Business Days
<b>nbn</b> <sup>TM</sup> Building Entry Service	Type 1	Install, operate, maintain, remove, repair and replace lead-in or backhaul transmission cable in cable chambers	

**Note:** RSP does not require Planned Access from **nbn** in relation to ODF Termination in Type 1 Facilities because **nbn** is responsible, in these facilities, for installing RSP's lead-in or backhaul transmission cables from the cable chamber to the ODF Termination Point. The installation of RSP's lead-in or backhaul transmission cables up to the cable chamber in Type 1 Facilities is performed as part of the **nbn**<sup>TM</sup> Building Entry Service (see section 4.1) and is not a part of ODF Termination.

RSP does not require Planned Access from **nbn** in relation to **nbn**<sup>TM</sup> Building Entry Service in respect of Type 2 Facilities because **nbn**<sup>TM</sup> Building Entry Service is not available in respect of Type 2 Facilities. For these facilities, RSP is required to obtain relevant authorisations from the Underlying Facility Provider to install (or have installed on its behalf) RSP's lead-in or backhaul transmission cables up to the ODF Termination Point.

- (c) Except for Emergency Access, **nbn** will only provide or procure physical access to an Accessible Location at a facility in accordance with the table above and RSP must not seek physical access to, or physically access, a POI Site (or part of a POI Site) or an Aggregation Node Site, on any other basis.

### 10.2 Emergency Access

- (a) **nbn** will make Emergency Access available on a 24 hours per day / 7 days per week basis.
- (b) RSP may only make a request for Emergency Access where:

- (i) RSP considers, acting reasonably, that RSP needs to physically access an Accessible Location for a purpose described in section 10.1(b) on an expedited basis in response to an Emergency;
- (ii) RSP informs **nbn** of the reasons why RSP considers that it needs to physically access an Accessible Location on an expedited basis in response to an Emergency; and
- (iii) the request for Emergency Access is consistent with any requirements set out in the [WBA Operations Manual](#) and any policies notified by **nbn** to RSP from time to time with regard to Emergency Access.

### 10.3 Mode of access

Physical access will be made available via an electronic access control system (where available) as follows (in **nbn**'s absolute discretion):

- (a) Escorted Physical Access; or
- (b) Unescorted Physical Access.

### 10.4 Conditions for physical access

- (a) Physical access is only permitted to the extent such rights are expressly granted under this Agreement and is subject to **nbn**'s rights and RSP's obligations under this Service Description and must at all times be undertaken in accordance with the [WBA Operations Manual](#).
- (b) **nbn** will not provide physical access to a facility unless RSP has submitted a Physical Access Request Form for the relevant POI Site or Aggregation Node Site (which specifies each of RSP's Personnel who require access to that location) in accordance with the [WBA Operations Manual](#).
- (c) Except as expressly permitted by this Agreement, RSP will not install, or invite, permit or cause any third party to install:
  - (i) any cross connect cables, patch cables or other cables within a POI Site or an Aggregation Node Site, except where:
    - (A) RSP is permitted to install those cables within the same Equipment Rack in which Co-location is supplied to RSP in accordance with this Service Description; or
    - (B) expressly approved by **nbn** in writing; or
  - (ii) any copper or co-axial cables within any POI Site or Aggregation Node Site.
- (d) Subject to section 7.5(d), RSP must not make, or cause to be made, any visual or audio-visual recordings within any relevant POI Site or Aggregation Node Site, including photographs or videos, without the prior written consent of **nbn** (which may be given or withheld or given with conditions, in **nbn**'s discretion).
- (e) **nbn** or an Underlying Facility Provider may refuse access to a POI Site or Aggregation Node Site to RSP, any RSP Personnel or any other person RSP may invite, permit or otherwise cause to enter a POI Site or Aggregation Node Site, including where:
  - (i) there is a health or safety risk sufficiently serious to warrant refusal of that access;

- (ii) the access will unreasonably jeopardise or significantly interfere with the integrity of infrastructure, network, equipment, facilities or operations owned or operated by **nbn** or a third party;
- (iii) the access will create a security risk;
- (iv) RSP is in breach of the operational and safety requirements of the Agreement and the breach adversely affects the infrastructure, network, equipment, facilities owned or operated by **nbn** or a third party, including the Underlying Facility Provider; or
- (v) the person seeking access:
  - (A) is not nominated on a "Physical Access Request Form" or does not produce acceptable photographic identification;
  - (B) has previously breached any of the requirements under this Agreement or otherwise caused problems for **nbn** or an Underlying Facility Provider (for example, in relation to violations of safety or operations practices) and such problems have not been resolved to the reasonable satisfaction of **nbn** or the Underlying Facility Provider; or
  - (C) has not yet completed any relevant mandatory site induction or prerequisite course or the eligibility period for that induction or course has expired.
- (f) In the course of physical access to a facility, RSP must not, and must ensure that any acts or omissions of its Personnel, and each of its Related Bodies Corporate (and their Personnel), its networks, systems, equipment and facilities and those of its Personnel and its Related Bodies Corporate (and their Personnel), and any RSP Equipment, do not give rise to an Adverse Network Impact.

## Part D: General conditions of supply

*Section 11 sets out the general conditions of supply for the use of the Facilities Access Service.*

### 11. Use of the Facilities Access Service

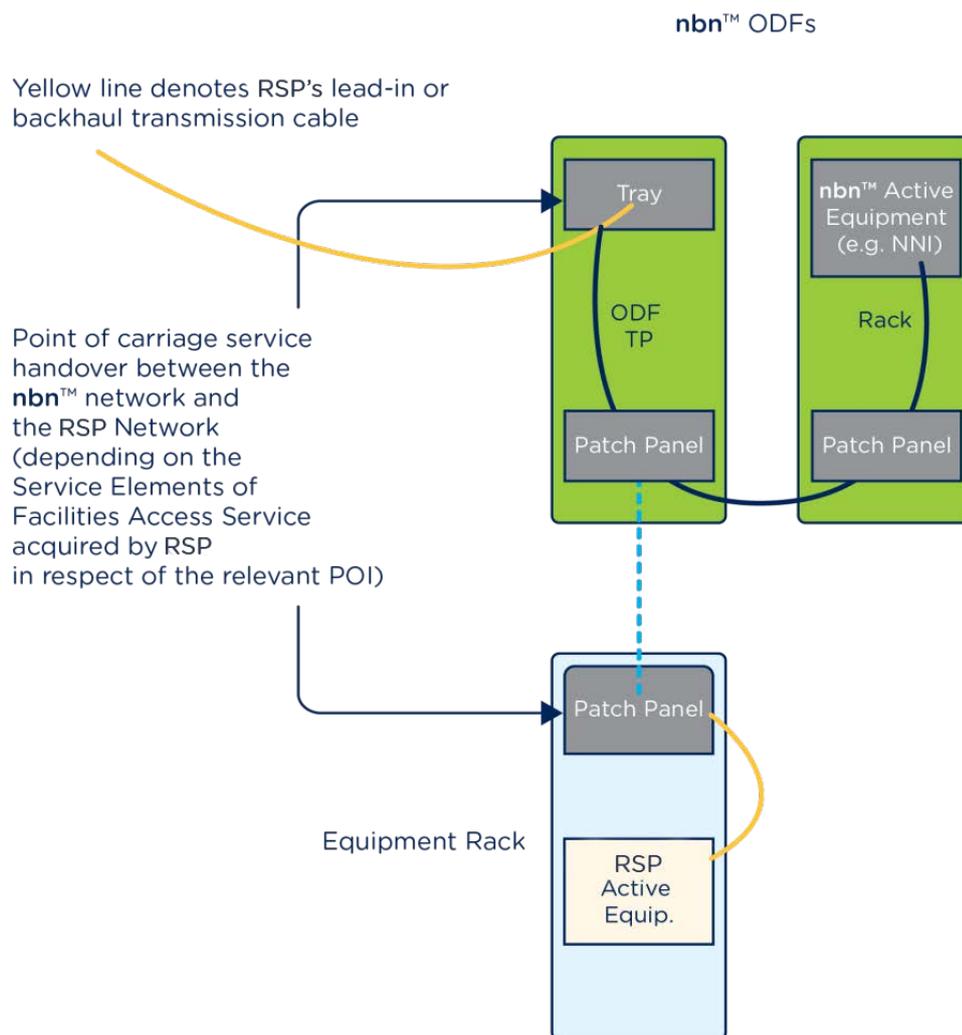
- (a) Neither POI Sites nor Aggregation Node Sites are intended to operate as data centres (or similar) and have not been designed or dimensioned to support services of the nature typically provided in data centres.
- (b) RSP must not install or operate:
- (i) any content distribution network infrastructure or hosting server that is or will be used for the sole or dominant purpose of hosting data, caching or distributing content;
  - (ii) any radio transmission equipment that is or will be used for the sole or dominant purpose of operating a wireless voice or wireless data transmission network; or
  - (iii) any other equipment specified or referred to in the [Service Technical Specification for the Facilities Access Service](#) as impermissible,
- in any POI Sites or Aggregation Node Sites (including in any Equipment Rack or in any rack space).

*Section 12 sets out the location of the **nbn**<sup>TM</sup> Network Boundary at each POI in respect of which RSP acquires one or more Service Elements of the Facilities Access Service.*

### 12. **nbn**<sup>TM</sup> Network Boundaries

- (a) The location of the **nbn**<sup>TM</sup> Network Boundaries depend on the combination of Service Elements of the Facilities Access Service acquired by RSP in respect of each relevant POI as set out in the table below.

Service Elements of Facilities Access Service acquired			Location of <b>nbn</b> <sup>TM</sup> Network Boundary in respect of relevant POI
Co-location	ODF Termination	Cross Connect	
✓	✓	✓	Optical interface on the fibre patch panel for the Equipment Rack as illustrated in Figure 5 below
✓	✗	✓	
✗	✓	✓	Optical port interface on the fibre termination tray within an <b>nbn</b> <sup>TM</sup> ODF on which RSP's lead-in or backhaul fibre transmission cable is terminated



**Figure 5:** Point of carriage service handover between the nbn™ Network and the RSP Network (depending on Service Elements of Facilities Access Service acquired by RSP in respect of the relevant POI).

- (b) The NNI supplied by nbn, as described in the [nbn™ Ethernet Product Description](#), the [nbn™ Ethernet Product Technical Specification](#) and the Network Interface Specification – NNI, is unaffected by the location of the nbn™ Network Boundaries.

Section 13 sets out some of the constraints on the supply of the Facilities Access Service based on resource limitations.

## 13. Availability and exclusions

- (a) nbn will make available for supply to RSP the relevant Service Elements of the Facilities Access Service in respect of a POI on and from the date published on nbn's Website as being the "launch date" for the Facilities Access Service at that POI. nbn may but has no obligation to supply any Facilities Access Service prior to that launch date.
- (b) Notwithstanding anything else in this Service Description:
- (i) the supply of the Facilities Access Service by nbn to RSP is subject to, among other things, nbn accepting the order for the relevant Service Element of the Facilities Access Service in accordance with this Agreement and the availability of the Service Elements of the Facilities Access Service at the time at which RSP places an order; and

- (ii) **nbn**'s capacity to supply the relevant Service Elements of the Facilities Access Service may be limited or constrained from time to time (including due to a failure by a third party to supply equipment or services to **nbn**) which may result in **nbn** being unable to accept an order for or to supply the Facilities Access Service from time to time.
- (c) RSP may, at any time, request information from **nbn** regarding the availability of the Service Elements of the Facilities Access Service for supply in respect of particular POIs.
- (d) If necessary, **nbn** may notify to RSP a Capacity Management Policy which will apply to ordering, varying and cancelling the supply of the Service Elements of the Facilities Access Service.