

Service Levels Schedule

Facilities Access Service Module

Wholesale Broadband Agreement





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Version	Description	Effective Date
4.0	First issued version of WBA 4	1 December 2020

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Environment

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

Introduction

This document describes the Service Levels that apply to the Facilities Access Service. It also sets out the Performance Objectives that **nbn** will aim to achieve for certain Service Levels.

Failure to achieve a Performance Objective may give rise to consequences, such as an obligation on **nbn** to take Corrective Action.

This document forms part of the Facilities Access Service Module.

Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives. While not achieving a Service Level or Performance Objective is not a breach of this Agreement, **nbn** may be required to take Corrective Action under Part B if it does not meet a Performance Objective.

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Part B: Measurement and Corrective Action

Part B sets out **nbn**'s measurement, monitoring and reporting obligations and the mechanics involved in Corrective Action if **nbn** does not meet a Performance Objective.

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Part C: Operational Targets

Part C contains **nbn**'s aspirational Operational Targets, which may be developed into Service Levels in the future. These Operational Targets are non-binding.

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Part D: Interpretation and exclusions

Part D contains the rules of interpretation and exclusions which apply to this Service Levels Schedule for the Facilities Access Service.

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Part A: Service Levels

Section 1 sets out the Service Levels that **nbn** offers for Facilities Access Service orders.

1. Facilities Access Service Orders

1.1 Service Levels for Facilities Access Service Order Processing

The Service Levels for Facilities Access Service Order Processing from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Allocation and set-up of rack space for Co-location with or without ODF Termination or Cross Connect	10
Performance of ODF Termination or Cross Connect (without allocation and set-up of rack space for Co-location)	2
Preliminary order assessment for the nbn TM Building Entry Service	5

1.2 Service Levels for Facilities Access Service Order Completion

The Service Levels for Facilities Access Service Order Completion from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Allocation and set-up of rack space for Co-location, with or without ODF Termination or Cross Connect	20
Performance of ODF Termination with or without Cross Connect (without allocation and set-up of rack space for Co-location)	10 + 5 if POI Site outside Urban Area
Performance of Cross Connect	5 + 5 if POI Site outside Urban Area
Completion of Feasibility Study for the nbn TM Building Entry Service	15

1.3 Performance Objectives

nbn will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Activity	Performance Objective
Facilities Access Service Order Processing performed in accordance with the applicable Service Levels	90%
Facilities Access Service Order Completion performed in accordance with the applicable Service Levels	90%

Part A: Service Levels

Each of these Performance Objectives will be measured based on the total number of all of **nbn's** retail service providers' Facilities Access Service orders processed or completed (as the case may be) each month.

Part B: Measurement and Corrective Action

2. Measurement

2.1 Measurement and monitoring

nbn will measure and monitor its performance, and produce reports based on that information, in relation to each Activity (**Performance Reports**).

2.2 Information accuracy

- (a) Performance Reports and any measurement and monitoring information produced by **nbn** are the Confidential Information of **nbn**.
- (b) **nbn** will:
 - (i) use its reasonable endeavours to:
 - (A) ensure that the Performance Reports generated by the measurement and monitoring tools are accurate (including by correcting any inaccuracies); and
 - (B) notify RSP within 10 Business Days of becoming aware of any inaccuracy; and
 - (ii) engage an independent auditor to review the general accuracy of its measurement and monitoring tools at least once during the Term and notify RSP of the outcome of that review.

2.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on its performance of:
 - (i) the Activities in each month, on or about 20 Business Days after the end of the month; and
 - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the Quarter.
- (b) **nbn** may, from time to time, include additional information about **nbn**'s performance in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

2.4 Data Enquiries

- (a) RSP may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) within 6 months after the end of the period to which the Performance Report applies.
- (b) **nbn** must use reasonable endeavours to respond to a Data Enquiry within 10 Business Days after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

3. Corrective Action

3.1 Corrective Action

- (a) Subject to section 3.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
- (i) inform RSP of the reasons for that non-achievement;
 - (ii) provide RSP with a corrective action plan that sets out the relevant Corrective Action that **nbn** will undertake to address the non-achievement;
 - (iii) undertake the relevant Corrective Action; and
 - (iv) notify RSP as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:
- (i) take each action in section 3.1(a) as soon as reasonably practicable following the identification of the non-achievement of a Performance Objective by **nbn**; and
 - (ii) provide a corrective action plan under section 3.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 2.3.

3.2 Conditions

nbn is not required to provide the information set out above or undertake any Corrective Action in a measurement period if **nbn** has already provided information or performed, or is in the process of performing, Corrective Action in relation to an earlier event with the same cause as the subsequent event.

Part C: Operational Targets

4. Operational Targets

The Operational Targets are non-binding and aspirational. They may be developed into Service Levels in the future.

4.1 Co-location Augmentation

nbn's Operational Targets for Facilities Access Service Order Completion from the time of Order Acknowledgement are:

Operational Target activity	Operational Target
Completion of a Modify Order to augment an existing Co-Location fibre tie cable configuration.	80 Business Days

Part D: Interpretation and Exclusions

5. Interpretation

5.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule for the Facilities Access Service are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 8:00am to 5:00pm local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
Facilities Access Service Order Processing	8:00am to 5:00pm Australian Eastern Time on Business Days

- (c) Unless specified otherwise, measurement of **nbn**'s performance:
 - (i) starts:
 - (A) during Operational Hours, immediately; and
 - (B) outside of Operational Hours, at the start of the next Operational Hour, after Order Acknowledgement; and
 - (ii) ends at the time at which **nbn** notifies RSP (by any means permitted under this Agreement) that **nbn** has successfully completed the relevant work, or rejects or cancels the order in accordance with this Agreement.
- (d) If:
 - (i) a 'Pending' Status is applied to any order; or
 - (ii) a 'Held' Status is applied to any order due to a matter beyond **nbn**'s control, measurement of **nbn**'s performance will be suspended for the period that matter causes or contributes to that status.

5.2 Calculating time

- (a) Unless otherwise specified:

If the period of time is expressed to	then the period of time
occur within a number of Business Days	<ul style="list-style-type: none"> • ends at the end of the last Operational Hour on the last of those Business Days; and • excludes the day on which the relevant order is placed.

- (b) For the purposes of calculating the Business Day on which **nbn** completes an Activity, if **nbn** completes an Activity outside of Operational Hours, the Activity is deemed to have been completed during the immediately preceding Operational Hour.

5.3 Pro Rata measurement

If this Agreement is executed, terminated or expires part way through a measurement period, the measurement of **nbn**'s performance under this Service Levels Schedule for the Facilities Access Service will be pro-rated to reflect that shorter period.

6. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this Service Levels Schedule for the Facilities Access Service and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.
- (b) Service Levels and Performance Objectives do not apply for the period and to the extent that:
 - (i) **nbn**'s ability to perform a relevant Activity is adversely affected by any inability of **nbn** or its Personnel to gain access to a location necessary to perform works;
 - (ii) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels or Performance Objectives; or
 - (iii) **nbn**'s ability to perform a relevant Activity is adversely affected by an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.