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### Contents

Click on the section that you are interested in.

<b>1</b>	<b>About the Large Megabit Bearer section</b>	<b>2</b>
	Our Customer Terms	2
	Inconsistencies	2
<b>2</b>	<b>Large Megabit Bearer</b>	<b>2</b>
	What is Large Megabit Bearer?	2
	Service features	2
	No new orders of 8 Mbit/s	3
	Availability	3
	Minimum commitment	3
	Cancelling your service	3
	Cabling and data terminal equipment	3
	Equipment requirements	4
	Charging	4
<b>3</b>	<b>Connecting a Large Megabit Bearer service</b>	<b>5</b>
	Provisioning and migrations	5
	Connection charges	5
	Network extension charges	5
	Property extension charges	6
	Service extension charge	6
	Materials	6
	Withdrawing your order	6
<b>4</b>	<b>Monthly and other charges</b>	<b>6</b>
	General	6
	Monthly charges	7
	Migration charges	8
	Outdoor removals charges	9
	Indoor removals charges	9
<b>5</b>	<b>Service assurance</b>	<b>10</b>
	Fault reporting and repair	10
	Target response and repair times	10
	Temporary repairs	10
	Emergency repairs	10
	Faults caused by interference or you	11
	Service appointment times	11
	Customer Select Maintenance Option	11
<b>6</b>	<b>Other work we do for you</b>	<b>11</b>
<b>7</b>	<b>Special meanings</b>	<b>11</b>

# Our Customer Terms

## Large Megabit Bearer Section

Certain words are used with the specific meanings set out on page 11 or in the [General Terms of Our Customer Terms](#).

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### 1 About the Large Megabit Bearer section

#### Our Customer Terms

- 1.1 This is the Large Megabit Bearer section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) apply.

#### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Large Megabit Bearer section, then the Large Megabit Bearer section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Large Megabit Bearer section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

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### 2 Large Megabit Bearer

#### What is Large Megabit Bearer?

Large Megabit Bearer provides a high speed, point-to-point transmission service which operates at 8 Mbit/s, 34 Mbit/s, 45 Mbit/s, 140 Mbit/s or 155 Mbit/s. The service uses optical fibre technology and transmits information between two of your premises through a dedicated line.

#### Service features

- 2.1 For Large Megabit Bearer we give you:
  - (a) connection from our network boundary point at your first specified address to the local exchange;
  - (b) connection from our network boundary point at your second specified address to the local exchange; and
  - (c) connection of the service between the two addresses.
- 2.2 Our standard levels of transmission performance for this service are based on International Telegraph and Telephone Consultative Committee (CCITT) recommendations G.703 and G.821.

# Our Customer Terms

## Large Megabit Bearer Section

### **No new orders of 8 Mbit/s**

- 2.3 We do not take any new requests for Large Megabit Bearer operating at 8 Mbit/s. This also means that you cannot migrate from a higher speed service to the 8 Mbit/s service.
- 2.4 The 8 Mbit/s service is only available to you if you were using it before 1 August 1999. If you were, you cannot relocate your 8 Mbit/s service.

### **Availability**

- 2.5 The service is available throughout Australia subject to the availability of cable infrastructure.

### **Minimum commitment**

- 2.6 You must take Large Megabit Bearer for at least three years.

### **Cancelling your service**

- 2.7 You can cancel this service at any time by telling us in writing 30 days beforehand.
- 2.8 If you cancel this service before the end of the three-year term and you migrate to one of our services with a functionally equivalent or greater transmission capacity, monthly charges will apply on a daily basis to the date of cancellation. If you cancel this service before the end of the three-year term and/or you do not migrate to any other service with us or you migrate to one of our services that does not have a functionally equivalent or greater transmission capacity, we may charge you an early termination charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to the outstanding amount of the monthly charges that would have been due had the service been retained for the full three years.

### **Cabling and data terminal equipment**

- 2.9 We only connect any telecommunications cabling on your premises to a Large Megabit Bearer service if:
- (a) a registered cabling service provider installed the cabling; and
  - (b) the cabling meets the Australian Communications Authority's minimum technical requirements.
- 2.10 You must take all reasonably necessary measures to ensure the safe and proper performance of all work we perform at your premises.
- 2.11 You can connect data terminal equipment to a Large Megabit Bearer service if the equipment supplier complies with the Australian Communications Authority's data terminal equipment permit requirements.

# Our Customer Terms

## Large Megabit Bearer Section

- 2.12 You must pay us any reasonable costs we incur in repairing or replacing any property that is damaged or destroyed as a result of connecting data terminal equipment to our network, except to the extent the damage or destruction is caused or contributed to by us.

### Equipment requirements

- 2.13 We need an acceptable working temperature (ambient 10 - 35°C) to allow our service personnel to maintain and add new services.
- 2.14 We also need sufficient lighting and space at your site at all times to let us install, inspect, maintain and/or replace equipment.
- 2.15 Where we connect you to three or more network termination units for a Large Megabit Bearer service, you must keep them in a modem cabinet.
- 2.16 You must provide a standard mains voltage AC double point with adequate lighting within one metre of the installation site for each network termination unit. You must keep the power point outside the network termination unit cabinet.
- 2.17 When the service is provided on optical fibre, you must provide a standard mains voltage and a protective telecommunications earth as set out in AS/NZS3000.
- 2.18 The service is terminated at the optical line terminating equipment at each end of the link. The optical line terminating equipment will be connected to your equipment by cable. You must provide this cable. You can also request duplicated links for additional security.
- 2.19 You must:
- (a) ensure that a 50 volt power supply is provided at the installation site;
  - (b) provide a lockable storage area for our plant and equipment during the installation and commissioning of the service;
  - (c) provide floor plans showing power distribution and preferred placement of equipment, two months before the proposed date that we are going to start providing the service; and
  - (d) have done any building works required at your premises before or during the installation of the service (including cable reticulation within the building).

### Charging

- 2.20 We determine the distance of a chargeable circuit by reference to the shortest distance between designated area centres.

# Our Customer Terms

## Large Megabit Bearer Section

### 3 Connecting a Large Megabit Bearer service

#### Provisioning and migrations

- 3.1 Provisioning a Large Megabit Bearer service or migrating you from a higher bandwidth to a lower bandwidth service will be subject to a special agreement with you. Our standard provisioning times for Large Megabit Bearer are set out in the Wideband Provisioning Times section of Our Customer Terms.
- 3.2 If special provisioning or construction work is required the service will be available through a special agreement with you at an appropriate price.

#### Connection charges

3.3 We charge you the following for connecting a Large Megabit Bearer service:

Large Megabit Bearer connection charges	34 and 45 Mbit/s	140 and 155 Mbit/s
	(GST excl.)	(GST excl.)
For the provision of a circuit between two points at different premises:		
- for the first service	<b>\$27,566.00</b>	<b>\$55,066.00</b>
- for the second and subsequent services installed at the same time as the first (per service)	<b>\$27,526.00</b>	<b>\$55,026.00</b>

#### Network extension charges

3.4 Where your new service will be supplied by cable and your property entry point is more than 500 metres from the nearest part of our existing network to be used to connect your service, we can charge you our fee-for-service charges to lay cable from our existing network to your property entry point. We charge you beyond the first 500 metres. We will tell you this cost and get your consent before we start work.

For fee-for-service charges see the [Fee-for-service \(Other work we do for you\) section](#) of Our Customer Terms.

- 3.5 We can also charge you our fee-for-service charges where your new service will be supplied by radio and we have to install any combination of:
  - (a) a new network radio tower;
  - (b) new network radio equipment on an existing network structure;
  - (c) a repeater section; or

# Our Customer Terms

## Large Megabit Bearer Section

- (d) a non-standard supporting structure on your premises.

We will tell you this cost and get your consent before we start work.

A standard supporting structure is a triad with a 9-metre mast that extends up to 3 metres or a similar structure that costs the same or less.

For fee-for-service charges see the [Fee-for-service \(Other work we do for you\) section](#) of Our Customer Terms.

### Property extension charges

- 3.6 We can charge you our fee-for-service charges where we have to install trenching for cabling from the property entry point to the building entry point.

For fee-for-service charges see the [Fee-for-service \(Other work we do for you\) section](#) of Our Customer Terms.

### Service extension charge

- 3.7 We can charge you our fee-for-service charges for installing additional or alternative cabling where you occupy premises for which our network boundary is a main distribution frame (or MDF) and:

- (a) there is no suitable spare capacity in the cabling system at the premises to extend cabling from the MDF to the location you request; or
- (b) you do not want your service to be connected through the MDF.

For fee-for-service charges see the [Fee-for-service \(Other work we do for you\) section](#) of Our Customer Terms.

### Materials

- 3.8 We will apply materials charges set out in individual quotations.

### Withdrawing your order

- 3.9 If you withdraw your order before the date that we both agreed that we would start providing you the service, we can charge you for any reasonable costs we have reasonably incurred up to the time you tell us (in writing) that you want to withdraw your order. But, we do not charge you more than your relevant connection charge

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## 4 Monthly and other charges

### General

- 4.1 These charges apply to services provided using existing cable infrastructure and are based on the radial distance between terminating exchanges, including access charges for the tail at either end.

# Our Customer Terms

## Large Megabit Bearer Section

### Monthly charges

4.2 We charge you the following monthly charges for Large Megabit Bearer. The charges set out in this section only apply to services contained within a single call zone that do not cross a standard charging zone. The charges are for distances up to 39 km between terminating exchanges.

Radial distance between the terminating exchanges	8 Mbit/s	34 Mbit/s	45 Mbit/s	140 Mbit/s and 155 Mbit/s
	(GST excl.)	(GST excl.)	(GST excl.)	(GST excl.)
0	\$4,565.00	\$6,259.00	\$7,510.80	\$12,100.00
1 km	\$6,567.00	\$8,800.00	\$10,560.00	\$18,150.00
2 km	\$6,842.00	\$9,350.00	\$11,220.00	\$19,470.00
3 km	\$7,117.00	\$9,900.00	\$11,880.00	\$20,790.00
4 km	\$7,392.00	\$10,450.00	\$12,540.00	\$22,110.00
5 km	\$7,667.00	\$11,000.00	\$13,200.00	\$23,430.00
6 km	\$7,942.00	\$11,550.00	\$13,860.00	\$24,750.00
7 km	\$8,217.00	\$12,100.00	\$14,520.00	\$26,070.00
8 km	\$8,492.00	\$12,650.00	\$15,180.00	\$27,390.00
9 km	\$8,767.00	\$13,200.00	\$15,840.00	\$28,710.00
10 km	\$9,042.00	\$13,750.00	\$16,500.00	\$30,030.00
11 km	\$9,317.00	\$14,300.00	\$17,160.00	\$31,350.00
12 km	\$9,592.00	\$14,850.00	\$17,820.00	\$32,670.00
13 km	\$9,867.00	\$15,400.00	\$18,480.00	\$33,990.00
14 km	\$10,142.00	\$15,950.00	\$19,140.00	\$35,310.00
15 km	\$10,417.00	\$16,500.00	\$19,800.00	\$36,630.00
16 km	\$10,692.00	\$17,050.00	\$20,460.00	\$37,950.00
17 km	\$10,967.00	\$17,600.00	\$21,120.00	\$39,270.00
18 km	\$11,242.00	\$18,150.00	\$21,780.00	\$40,590.00
19 km	\$11,517.00	\$18,700.00	\$22,440.00	\$41,910.00

# Our Customer Terms

## Large Megabit Bearer Section

Radial distance between the terminating exchanges	8 Mbit/s	34 Mbit/s	45 Mbit/s	140 Mbit/s and 155 Mbit/s
	(GST excl.)	(GST excl.)	(GST excl.)	(GST excl.)
20 km	\$11,792.00	\$19,250.00	\$23,100.00	\$43,230.00
21 km	\$12,067.00	\$19,800.00	\$23,760.00	\$44,550.00
22 km	\$12,342.00	\$20,350.00	\$24,420.00	\$45,870.00
23 km	\$12,617.00	\$20,900.00	\$25,080.00	\$47,190.00
24 km	\$12,892.00	\$21,450.00	\$25,740.00	\$48,510.00
25 km	\$13,167.00	\$22,000.00	\$26,400.00	\$49,830.00
26 km	\$13,442.00	\$22,550.00	\$27,060.00	\$51,150.00
27 km	\$13,717.00	\$23,100.00	\$27,720.00	\$52,470.00
28 km	\$13,992.00	\$23,650.00	\$28,380.00	\$53,790.00
29 km	\$14,267.00	\$24,200.00	\$29,040.00	\$55,110.00
30 km	\$14,542.00	\$24,750.00	\$29,700.00	\$56,430.00
31 km	\$14,817.00	\$25,300.00	\$30,360.00	\$57,750.00
32 km	\$15,092.00	\$25,850.00	\$31,020.00	\$59,070.00
33 km	\$15,367.00	\$26,400.00	\$31,680.00	\$60,390.00
34 km	\$15,642.00	\$26,950.00	\$32,340.00	\$61,710.00
35 km	\$15,917.00	\$27,500.00	\$33,000.00	\$63,030.00
36 km	\$16,192.00	\$28,050.00	\$33,660.00	\$64,350.00
37 km	\$16,467.00	\$28,600.00	\$34,320.00	\$65,670.00
38 km	\$16,742.00	\$29,150.00	\$34,980.00	\$66,990.00
39 km	\$17,017.00	\$29,700.00	\$35,640.00	\$68,310.00

### Migration charges

- 4.3 We charge you the following charges for migrating your service from a higher speed to a lower speed if the new circuit that we provide is between two points at different premises wholly in the same exchange area:



# Our Customer Terms

## Large Megabit Bearer Section

Existing speed	New speed	GST excl.
140 Mbit/s	34 Mbit/s	<b>\$20,798.80</b>
140 Mbit/s	45 Mbit/s	<b>\$20,798.80</b>
155 Mbit/s	34 Mbit/s	<b>\$20,798.80</b>
155 Mbit/s	45 Mbit/s	<b>\$20,798.80</b>

4.4 We charge you the following charges for migrating your service from a higher speed to a lower speed if the new circuit that we provide is between two points at different premises between different exchange areas:

Existing speed	New speed	GST excl.
140 Mbit/s	34 Mbit/s	<b>\$24,098.80</b>
140 Mbit/s	45 Mbit/s	<b>\$24,098.80</b>
155 Mbit/s	34 Mbit/s	<b>\$24,098.80</b>
155 Mbit/s	45 Mbit/s	<b>\$24,098.80</b>

### Outdoor removals charges

4.5 We charge you the following for removing one end of a circuit to a new address:

Large Megabit Bearer outdoor removal charges	34 and 45 Mbit/s	140 and 155 Mbit/s
	(GST excl.)	(GST excl.)
For the removal of one end of a circuit to a new address		
- for the first service	<b>\$16,566.00</b>	<b>\$33,066.00</b>
- for the second and subsequent services removed at the same time as the first (per service)	<b>\$16,526.00</b>	<b>\$33,026.00</b>

### Indoor removals charges

4.6 For indoor removals, we charge you our fee-for-service charges (set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms).

# Our Customer Terms

## Large Megabit Bearer Section

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### **5 Service assurance**

#### **Fault reporting and repair**

- 5.1 As part of Large Megabit Bearer we also provide:
- (a) a 24-hour fault reporting service for telling us about service faults; and
  - (b) a 24-hour a maintenance and repair service for service faults, including public holidays.
- 5.2 The monthly service charge covers maintenance up to our network boundary and, where applicable, of the network termination unit only. Maintenance of any telecommunications cabling on your premises (ie cabling beyond our network boundary) or any telecommunications equipment owned or used by you is not included.

#### **Target response and repair times**

- 5.3 Our target response and repair times only apply to service faults within our maintenance responsibilities.
- 5.4 If there is a fault in your service we aim to respond to you within one hour of you telling us about the fault. You receive a response from us when we tell you that we have started action to identify the fault.
- 5.5 If there is a fault in your service in an urban centre, we aim to repair your service to full working order within 12 hours of you telling us about the fault. Our repair target is extended by one day in rural areas and by two days in remote areas.

An urban centre has a population of 30,000 or greater and includes locations up to 30 km by road from one of our service centres in capital cities and major regional and provincial centres.

A rural area is a location over 30 km but under 65 km by road from one of our service centres in capital cities and major regional and provincial centres.

A remote area is a location 65 km and over by road from one of our service centres in capital cities and major regional and provincial centres.

#### **Temporary repairs**

- 5.6 In some cases, we may perform a temporary repair, so that you can use the service before we finish a full repair. A temporary repair that lets you use the service counts as a repair for the purposes of working out our service repair obligations to you.

#### **Emergency repairs**

- 5.7 We give priority to rectifying major fault outages affecting a number of customers. If such cases arise, we may not meet our targets for repairing your service.

# Our Customer Terms

## Large Megabit Bearer Section

### Faults caused by interference or you

- 5.8 We can charge you to repair the following faults:
- (a) faults caused by interference that is not caused by us;
  - (b) faults caused by your negligence; and
  - (c) faults caused due to wilful damage by you to your service.

### Service appointment times

- 5.9 We will agree service appointment times for restoring and repairing faulty services with you.

### Customer Select Maintenance Option

- 5.10 An enhanced service assurance option may be available at an additional cost to you. This offers faster response and repair targets for faults. For information in relation to our Customer Select Maintenance Option, see the Service Assurance and Provisioning Commitment section of Our Customer Terms.

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## 6 Other work we do for you

- 6.1 The standard network connection charge for service activation includes work performed during our standard hours of business, which are 8am to 5pm, Monday to Friday, excluding public holidays.
- 6.2 For charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract see “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#)”.

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## 7 Special meanings

- 7.1 The following words have the following special meanings:

**building entry point** is the point where cable crosses or goes through the perimeter of your building.

**network boundary** means the boundary ascertained in accordance with section 22 of the Telecommunications Act 1997.

**property entry point** means:

# Our Customer Terms

## Large Megabit Bearer Section

- where we supply you a service using cable or fibre, the point where the cable or fibre enters your property; and
- where we supply you a service using radio, the base of the antenna's supporting structure on your property.