

Product Terms

nbn[®] Smart Places Product Module

Wholesale Broadband Agreement



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



Product Terms

nbn[®] Smart Places Product Module

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Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023

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Environment

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

Introduction

These **nbn**[®] Smart Places Product Terms include:

- provisions which are specific to **nbn**'s supply of **nbn**[®] Smart Places, but which are otherwise similar in nature to those in the [Head Terms](#);
- explanatory notes as a guide to provisions which have corresponding provisions in the [Head Terms](#); and
- Special Terms, which take priority over other provisions in this Agreement (including the [Head Terms](#)) and are subject to specific change management provisions in clause F4 of the [Head Terms](#).

The **nbn**[®] Smart Places Product Terms are generally arranged to replicate the order of the [Head Terms](#), with some modifications.



As an aid to the reader, this icon is used to identify provisions which are Special Terms.

This document forms part of the **nbn**[®] Smart Places Product Module.

Roadmap

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

Part A: Product Supply

No **nbn**® Smart Places-specific Special Terms or Product Terms currently apply with respect to Product Supply.

Part B: Financial Management

No **nbn**® Smart Places-specific Special Terms or Product Terms currently apply with respect to Financial Management.

Part C: Operational Management

Part C sets out **nbn**® Smart Places-specific Special Terms and Product Terms related to operational management.

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Part D: Information & Rights Management

Part D sets out **nbn**® Smart Places-specific Special Terms and Product Terms related to information & rights management.

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Part E sets out **nbn**® Smart Places-specific Special Terms and Product Terms related to risk management.

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Part F: Agreement Management

Part F sets out **nbn**® Smart Places-specific Special Terms and Product Terms related to agreement management.

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Part G: Dispute Management

No **nbn**® Smart Places-specific Special Terms or Product Terms currently apply with respect to dispute management.

Part H: General Terms

Part H sets out **nbn**® Smart Places-specific Special Terms and Product Terms of a general nature.

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Part I: Product Management

Part I sets out **nbn**® Smart Places-specific Special Terms and Product Terms related to product management.

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Part A: Product Supply

*This document does not contain any Product Supply terms which are specific to the **nbn**[®] Smart Places Product and additional to Module A of the [Head Terms](#).*

Part B: Financial Management

*This document does not contain any Financial Management terms which are specific to the **nbn**[®] Smart Places Product and additional to Module B of the [Head Terms](#).*

Part C: Operational Management



Section 1 is a Special Term. It takes priority over clause C11(c) of the [Head Terms](#).

1. Access to Smart Locations

- (a) RSP must procure, or ensure that End Users procure, access for **nbn** and **nbn** Personnel to:
- (i) the Smart Location;
 - (ii) Common Property;
 - (iii) any Lead-in Conduits; and
 - (iv) any locked environment that houses the SFP-NTD,
- for a purpose described in clause C11(b) of the [Head Terms](#)
- (b) Except as set out in section 1(a), each party will procure access for itself and its Personnel to Common Property.

*Section 2 is a Product Term which applies in connection with **nbn**[®] Smart Places. It should be read in conjunction with clause C7 of the [Head Terms](#).*

2. Support activities

RSP must perform the following activities at or near a Smart Location where requested by **nbn** for a purpose described in clause C11(b) of the [Head Terms](#):

- (a) traffic management activities;
- (b) providing equipment to enable **nbn** Personnel to safely access any part of the **nbn**[®] Network located, or to be located, at height; or
- (c) any other activity set out in the [nbn[®] Smart Places Operations Manual](#) or reasonably requested by **nbn**.

*Section 3 is a Product Term which applies in connection with **nbn**[®] Smart Places. It should be read in conjunction with clause C7 of the [Head Terms](#).*

3. Supply Terms for SFP-NTD

- (a) Subject to section 3(c), RSP must comply, and must ensure its Personnel comply, with any Supply Terms in respect of the SFP-NTD that are notified by **nbn** to RSP from time to time.
- (b) **nbn** will:
- (i) consult with RSP about the introduction of, or changes to, any proposed Supply Terms in respect of the SFP-NTD in accordance with the processes set out in clauses F4.12(b) to F4.12(l) of the [Head Terms](#); and
 - (ii) after the end of the consultation period, provide RSP with at least 60 Business Days' notice of any Supply Terms in respect the SFP-NTD notified under section 3(a).

- (c) Any Supply Terms notified under this section 3 in respect of supply or , installation or replacement will not introduce any charges unless they are set out in the [nbn® Smart Places Price List](#) or are otherwise introduced in accordance with Module F of the [Head Terms](#).



Section 4 is a Special Term. It should be read notwithstanding clause H2 of the [Head Terms](#).

4. Supply Terms for NNI Link and V-NNI

The NNI and V-NNI Product Components of **nbn®** Smart Places are identical to the NNI and V-NNI Product Components of **nbn®** Ethernet and are available for supply on the same terms and conditions as apply to the NNI and V-NNI Product Components of **nbn®** Ethernet (respectively).

*Section 5 is a Product Term which applies in connection with **nbn®** Smart Places. It should be read in conjunction with clause C7 of the [Head Terms](#).*

5. Requirements for SFP-NTD

- (a) RSP must:
- (i) ensure that each SFP-NTD is installed in a waterproof enclosure or cabinet and such enclosure or cabinet is lockable and only accessible by authorised Personnel of the RSP, Downstream Service Provider or Contracted End User; and
 - (ii) notify **nbn** immediately if RSP becomes aware that an SFP-NTD is located in an enclosure or cabinet that does not meet the requirements of section 5(a)(i).
- (b) RSP must ensure that the contracts it enters into with Downstream Service Providers and Contracted End Users contain valid and enforceable provisions which:
- (i) ensure Downstream Service Providers and End Users keep the SFP-NTD in a waterproof enclosure or cabinet and such enclosure or cabinet is lockable and only accessible by authorised Personnel of the RSP, Downstream Service Provider or Contracted End User; and
 - (ii) entitle RSP to take steps to stop and prevent any SFP-NTD from operating in an environment which does not comply with section 5(a)(i) (whether by way of disconnection or deactivation of equipment or suspension of the supply of the RSP Product or otherwise).
- (c) **nbn** may disconnect any Ordered Product supplied in respect of an SFP-NTD that **nbn** determines is not located in a cabinet or enclosure that complies with the requirements of section 5(a)(i).

Note: RSP must ensure that the environmental conditions for the SFP-NTD complies with the operating conditions in the Network Interface Specification – SFP-NTD.

Part D: Information & Rights Management



*Section 6 is a Special Term which applies in connection with **nbn**® Smart Places. It should be read in conjunction with clauses D1.2 and D1.4 of the [Head Terms](#).*

6. Use and disclosure of Confidential Information relating to supply of NNI-Link or V-NNI

Where **nbn** is the Recipient of Confidential Information of RSP, **nbn** may, to the extent necessary, use and disclose that Confidential Information, including to an Other RSP, for the purposes of exercising its rights in respect of any Loss suffered by **nbn**, or any Claim which arises or which **nbn** considers likely to arise, under an Other Wholesale Broadband Agreement relating to:

- (a) a Downstream V-NNI associated with an NNI Link; or
- (b) an Upstream NNI Link in respect of which the V-NNI is configured.

Part E: Risk Management



Sections 7 and 8 are Special Terms which apply in connection with **nbn**[®] Smart Places. They should be read in conjunction with clauses E1 and E2 of the [Head Terms](#).

7. CSG and priority assistance in relation to **nbn**[®] Smart Places

7.1 Non-permitted uses of **nbn**[®] Smart Places

RSP must not use, and warrants to **nbn** that it will not use, **nbn**[®] Smart Places, or permit any Downstream Service Provider to use an RSP Product which relies on **nbn**[®] Smart Places as an input, to supply a:

- (a) Downstream CSG Service (including standard telephone services that are subject to customer service guarantees for the purposes of the TCPSS Act); or
- (b) Downstream Priority Assistance Service.

7.2 CSG waivers

- (a) RSP waives, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider waives, any right to recover any amount from **nbn** pursuant to section 118A of the TCPSS Act in respect of the supply of **nbn**[®] Smart Places to RSP under this Agreement.
- (b) RSP releases, and must use reasonable endeavours to ensure that any relevant Downstream Service Provider releases, **nbn** from any current or future Liability in connection with section 118A of the TCPSS Act in respect of the supply of **nbn**[®] Smart Places to RSP under this Agreement.

7.3 Indemnification against CSG related claims

- (a) RSP must pay to **nbn**, on demand, an amount equal to all Losses suffered or incurred by **nbn**, any Related Body Corporate of **nbn**, or their respective Personnel in connection with any Claim by RSP or Downstream Service Provider brought before, during or after the Term for any amounts under section 118A of the TCPSS Act in respect of the supply of **nbn**[®] Smart Places to RSP.
- (b) The indemnity in section 7.3(a) is subject to clauses E2.7 and E2.8 of the [Head Terms](#).
- (c) The limitations of liability imposed by clause E1.4 of the [Head Terms](#) and exclusions of liability in clause E1.6 of the [Head Terms](#) do not apply to any liability of RSP to **nbn** under this section 7.3.

8. Exclusions of liability

To the extent permitted by law, **nbn** excludes all liability for any and all Losses suffered or incurred by RSP to the extent such Losses are caused or contributed to by any act or omission of RSP, Downstream Service Provider or any of their Related Bodies Corporate or any of their respective Personnel or third party suppliers, or any End User in the course of installing, moving, replacing, removing or altering any part of the **nbn**[®] Network, including pursuant to this Agreement, any applicable Authorisation to Alter Document or otherwise.

Part F: Agreement Management



*Section 9 is a Special Term which applies in connection with **nbn**[®] Smart Places. It should be read in conjunction with clause F4 of the [Head Terms](#).*

9. Changes to maintain alignment with **nbn**[®] Ethernet

In addition to **nbn**'s rights under clause F4 of the [Head Terms](#), **nbn** may, by giving RSP at least 30 Business Days' notice, change this **nbn**[®] Smart Places Product Module, including any Special Terms in this **nbn**[®] Smart Places Product Module, to align with any changes made, or to be made, to the **nbn**[®] Ethernet Product Module.



*Section 10 is a Special Term which applies in connection with **nbn**[®] Smart Places. It should be read in conjunction with clause F4.6(a)(i) of the [Head Terms](#).*

10. Changes to withdraw **nbn**[®] Smart Places

10.1 Withdrawal

- (a) In addition to **nbn**'s rights under clause F4 of the [Head Terms](#), subject to any applicable SAU or applicable law, **nbn** may withdraw from supply **nbn**[®] Smart Places, or any Product Component or Product Feature of **nbn**[®] Smart Places, by complying with the process set out in this section 10.1.
- (b) **nbn** must consult with RSP in accordance with:
 - (i) any applicable SAU to the extent that the SAU applies to the withdrawal of **nbn**[®] Smart Places or the relevant Product Component or Product Feature, as applicable; and
 - (ii) otherwise in accordance with clause F4.12 of the [Head Terms](#).
- (c) **nbn** must provide a notice to RSP specifying:
 - (i) the period after which **nbn**[®] Smart Places or the relevant Product Component or Product Feature will be withdrawn (**Withdrawal Period**); and
 - (ii) the portion of the Withdrawal Period during which RSP may continue to order **nbn**[®] Smart Places or the Product Component or Product Feature being withdrawn, as applicable (**Continued Ordering Period**).
- (d) After the expiry of the Continued Ordering Period:
 - (i) RSP must not submit an order under this Agreement for **nbn**[®] Smart Places or the Product Component or Product Feature being withdrawn, as applicable, unless that order is a Transition-out Modify Order or Disconnect Order; and
 - (ii) **nbn** may reject any order submitted in contravention of section 10.1(d)(i).
- (e) **nbn** must provide a minimum Withdrawal Period and minimum Continued Ordering Period as follows:

Product, Product Component, Product Feature or access technology	Withdrawal Period	Continued Ordering Period
nbn [®] Smart Places	30 months	12 months
Product Component	30 months	12 months
Material Product Feature	30 months	12 months
Non-Material Product Feature	18 months	6 months

10.2 Transition

If **nbn** issues a notice pursuant to section 10.1 to withdraw **nbn**[®] Smart Places, or any of its Product Components or Product Features, from supply, **nbn** will notify RSP of the transitional arrangements that **nbn** may put in place (if any) to migrate RSP from **nbn**[®] Smart Places or the relevant Product Component or Product Feature (as applicable) to an alternative Product, Product Component or Product Feature, including:

- (a) the proposed alternative Product, Product Component or Product Feature;
- (b) the proposed timeframe for migration to that alternative Product, Product Component or Product Feature;
- (c) the proposed testing arrangements for the alternative Product, Product Component or Product Feature; and
- (d) the details of any proposed trials or transition processes for the alternative Product, Product Component or Product Feature or, if **nbn** will not offer an alternative Product, Product Component or Product Feature, **nbn**'s reasons for not doing so.

Part G: Dispute Management

*This document does not contain any Dispute Management terms which are specific to the **nbn**[®] Smart Places Product and additional to Module G of the [Head Terms](#).*

Part H: General Terms



*Section 11 is a Special Term which applies in connection with **nbn**® Smart Places. It should be read in conjunction with clause F5.1 of the [Head Terms](#).*

11. Interpretation

- (a) Each reference to "WBA Operations Manual" in the [Head Terms](#) will be read as if it were a reference to "**nbn**® Smart Places Operations Manual".
- (b) Each reference to a "Premises" in the [Head Terms](#) will be read as if it were a reference to a "Smart Location".
- (c) Each reference to a "premises" in the [Head Terms](#) will be read as if it were a reference to a "location".

Part I: Product Management

Section 12 is a Product Term which applies in connection with **nbn**[®] Smart Places.

12. Standard Installations and Non Standard Installations

12.1 Standard Installations

Subject to section 12.2, an Installation in respect of a Smart Location will be a **Standard Installation** if the Connecting Equipment is installed by Self-Installation (Smart Places) in accordance with any Authorisation to Alter Document or each of the following conditions is satisfied:

- (a) all Connecting Equipment in respect of that Smart Location:
 - (i) can be installed during a single Appointment (where the [nbn[®] Smart Places Operations Manual](#) specifies that an Appointment is required); and
 - (ii) can be installed and activated during Standard Hours;
- (b) **nbn** (or the Installer):
 - (i) has been provided with necessary rights of access to the Smart Location and any other property as required under this Agreement; and
 - (ii) is given access to the Common Property, Lead-in Conduit, locked environment intended to house the SFP-NTD and the Smart Location, as required by **nbn**, during the Appointment (where the [nbn[®] Smart Places Operations Manual](#) specifies that an Appointment is required), to complete the installation of the Connecting Equipment (including any necessary inspection or related works);
- (c) no more than one Network Joint Location, one Customer Connecting Cable and one SFP-NTD needs to be installed;
- (d) if a Customer Connecting Cable needs to be installed, it:
 - (i) is only required from the SFP-NTD to the Network Joint Location;
 - (ii) can be installed at the Smart Location through an existing 20mm Lead-in Conduit; and
 - (iii) needs to be no more than 10 metres in length; and
- (e) the SFP-NTD must be able to be connected to compatible Customer Premises Equipment at the Smart Location and installed in a secured locked environment made available at the Smart Location by RSP or Contracted End User.

12.2 Non Standard Installations

Notwithstanding anything in section 12.1, an Installation in respect of a Smart Location will be a **Non Standard Installation** if **nbn** (or the Installer) determines, acting reasonably, that the Installation is not a "standard installation" having regard to all of the following:

- (a) generally accepted industry practices and any applicable industry guidelines, policies, laws, regulations or directions;
- (b) the level of complexity and difficulty associated with the Installation;

- (c) the uniqueness of the circumstances associated with the Installation;
- (d) the presence of obstacles, dangers or other safety concerns during the time of Installation, including where the Installation requires working at height or traffic management activities; and
- (e) whether the Customer Connecting Cable is more than 10 metres in length.

12.3 Subsequent Installations

Subsequent Installations are not available for **nbn**[®] Smart Places.



*Section 13 is a Special Term which applies in connection with **nbn**[®] Smart Places*

13. Modem compatibility

- (a) RSP must ensure the availability of Customer Premises Equipment at each Smart Location that:
 - (i) accommodates the SFP-NTD electrical interface; and
 - (ii) provides an MSA (Multi-Source Agreement) compliant SFP port that provides data connectivity and power to the SFP-NTD.
- (b) The Customer Premises Equipment under section 13(a) must comply with all additional requirements for End User Equipment set out in the [nbn[®] Smart Places Product Technical Specification](#) and applicable Network Interface Specifications.