



AAPT Business NBNPhone Service Schedule

"NBN" and "NBN Co" are trademarks of NBN Co Limited
and are used under licence from NBN Co Limited.



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Part 1 – Service Description

1. Service Description

1.1 NBN Phone Service Description

The Service is an analogue voice service that is delivered using the NBN. Each voice service will use one voice port (or UNI-V port) on the NTD provided by NBN Co. The telephone handset is then connected directly to that port. The Service may be acquired as a standalone product or bundled with other eligible AAPT data products. The ability to bundle the Service will be at AAPT's sole discretion. The Service features are listed in clause 1.2.

1.2 Features

The Service will be similar to the Plain Old Telephony Service (POTS) supporting most outbound call types and features that are listed in the table below:

Supported Features	Available (but not supported)*	Not available
<ul style="list-style-type: none"> - Local calls - National calls - Calls to Australian mobiles and satellite phones - Calls to most international destinations - Calls to 000 emergency services - Calls to free phone and local rate numbers such as 13, 1300 and 1800 numbers - Directory assistance or operator assisted numbers - Call Barring - Number display/Number block - Call waiting - Call forwarding - Caller ID or CLI (refer to clause 5.9 of Part 1) - Local Number Portability - Battery Back-Up (optional, refer to clause 5.13 of Part 1). 	<ul style="list-style-type: none"> - Calls to Foxtel, Austar, Select TV - Back to base alarms and other monitoring systems using phone lines - VoIP based fax - Dial up modem or other analogue data calls (e.g., EFTPOS). - Fax to international and domestic numbers. 	<ul style="list-style-type: none"> - Medical Services: The service is not suitable for users who require a phone line to support medical devices. - Preselect or override to other carriers - Priority Assistance (refer to clause 5.12(e) of Part 1) - Line hunt facilities - Calls to numbers starting with 19/1900, 0500 or Universal International Freephone Numbers (UIFN).

* Available (but not supported) features may be available, but will require further testing by You to determine whether services work. Due to the diversity and complexity of end devices that can be used, these services are not supported by AAPT.

2. Charges

2.1 Charges

The Charges for the Service are specified in the Order for Service or, if no pricing is specified in the Order for Service, as specified in a Price Book.

You acknowledge that other Charges may apply to the Services and include (without limitation):

- (a) charges for non-standard installation work; and
- (b) call-out Charges for faults caused or contributed to by You.

2.2 Revised Charges

- (a) AAPT may review and modify the Charges and advise You by notice in writing (the “**Revised Charges**”), including by providing you with an updated Price Book. The Revised Charges so advised will become the Charges effective from the date that is 5 Business Days after the date of the notice.
- (b) If AAPT varies the Charges under this clause 2.2, AAPT may require from You an additional form of security or prepayment, as applicable, to cover the Revised Charges.

2.3 Credit Limit

- (a) In addition to any other clause of the Agreement, AAPT may from time to time nominate to You in writing a credit limit in respect of the supply of Services (a “**Credit Limit**”). Where a Credit Limit applies, and the aggregate amount of Charges for Services that have been invoiced to You exceeds the Credit Limit, AAPT may suspend the supply of Services to You until such time as a payment has been made to AAPT such that the Credit Limit is not exceeded.
- (b) If at any time, it becomes apparent to AAPT that usage is such that the Charges to be invoiced will result in the Credit Limit being exceeded, AAPT may suspend the Services on 24 hours notice until such time as a payment has been made in an amount that AAPT nominates, which amount will be no more than reasonably required to ensure that the Credit Limit will not be exceeded.

3. Individual Services

- (a) Orders for Service may be made through an online or written ordering process that AAPT implements. Orders for Service are applications by You for the Service and AAPT may accept or reject such applications.
- (b) Each Individual Service is taken to commence on the Service Start Date. There is no minimum contract period for Individual Services.
- (c) Either party may terminate an Individual Service at any time by giving the other party not less than 30 days’ prior written notice.

4. Service Levels and Service Exclusions

4.1 Service Levels

The service level targets for the Services are set out in Part 2 of this Service Schedule (the **Service Level Targets**) but AAPT does not warrant that the Services will be uninterrupted or fault free. Failure to achieve a Service Level Target does not entitle You to a rebate.

4.2 Service Exclusions

In addition to the unsupported and unavailable service features set out in clause 1.2, You acknowledge that the following operating conditions are not supported by the Service and that AAPT is not responsible or liable for Service difficulties, or outages, arising from:

- (a) ring detection in Your equipment where the total ringer equivalence number on a line is greater than 3;
- (b) loop length greater than 150 metres of 0.4mm cable;
- (c) end to end signalling via line conductors, Cailho or phantom circuits;
- (d) any fault in equipment or any network not forming part of a network owned or maintained by AAPT;
- (e) damage due to causes external to the Services including, but not limited to, the abnormal operation of electrical power, fire, heat, water damage, burglary or vandalism;
- (f) the use of any equipment in a manner that has not been approved by AAPT; or
- (g) misuse of the Services.

5. Additional Terms and Conditions

5.1 Service Demarcation Point

- (a) The Service Demarcation Point for the Service is the UNI-V port on the NTD at the Site.
- (b) You are responsible for all cabling from the Service Demarcation Point to Your equipment (e.g., telephone equipment).
- (c) You are responsible for connecting Your equipment to the Service Demarcation Point to obtain connectivity to the Service.
- (d) Any configuration required on Your equipment is Your responsibility. AAPT and its agents will not configure or conduct testing on Your or an End User's equipment.

5.2 Service Updates

AAPT may vary the Service provided to You in the following circumstances:

- (a) if in AAPT's reasonable opinion such a variation or addition is required as a result of a change made by a Third Party Service Provider, in which case AAPT may do so without reference to You;
- (b) if, in AAPT's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case AAPT may do so at its discretion without reference to You, provided the variation does not result in any material deterioration in the quality of the Service; and

- (c) in any other case, upon 30 days' prior notice to You (such notice may contain a new Service Schedule (the "**New Service Schedule**"). For the avoidance of doubt, the terms of the New Service Schedule will supersede and replace the terms of this Service Schedule.

5.3 Service Installation

- (a) AAPT will organise the installation of the Service at the Site. NTDs will be installed at a Site by the NBN technician (if required).
- (b) AAPT or its agents may organise multiple Site visits with You to install the Service and NTDs.
- (c) AAPT defines service installation as standard if:
 - (i) the installation is possible by normal means and is able to be undertaken by a single person;
 - (ii) there is no requirement for scissor lifts, cable trays, core / masonry penetration or other sundry civil works required to be undertaken; and
 - (iii) building riser cable has sufficient capacity available.
- (d) If extra or non-standard installation work is required, additional charges for time and materials will apply. The price for non-standard installation will be determined after a Site inspection. Additional Charges for non-standard installation will be itemised separately. We will notify You of any such additional charges prior to installation and obtain Your consent to those additional Charges. If You don't accept then You acknowledge that AAPT may not be able to provide You with the Service.
- (e) You must:
 - (i) provide access to the Site (including all buildings and cabling rooms) when requested;
 - (ii) pay for additional cabling beyond AAPT scope if requested;
 - (iii) maintain the building cabling (existing and new) in accordance with industry standards necessary to support the Service; and
 - (iv) maintain cabling, including any cabling We have installed to deliver the Service.

5.4 Network Termination Devices

- (a) If required, a NTD will be supplied by NBN Co to deliver the Service.
- (b) The nominated UNI-V port on the NTD must only be used at the Site to access the Service provided under this Service Schedule.

5.5 Service Qualification

- (a) You will provide Us with a valid Site address which We will use for service qualification purposes. We will provide You with a preliminary indication as to whether the Service can be delivered. You acknowledge and agree that any such preliminary indication is a guide only and We are not liable for any loss or damage caused to You if You rely on such a preliminary indication.
- (b) If the preliminary service qualification (outlined in clause 5.5(a)) fails then You will not be able to proceed with the order of that relevant Service.

- (c) Following a successful preliminary service qualification, We will order the corresponding Service component from NBN Co. NBN Co will conduct its own service qualification and if that service qualification fails for any reason, You will be notified and Your order will be automatically cancelled.

5.6 Transferring the Service From Your Current Third Party Service Provider to AAPT

If, in providing the Service, We need to change the arrangements with Your Current Supplier, You consent to the following procedures:

- (a) You authorise Us to advise Your Current Supplier that the Service is to be provided by Us in place of the Current Supplier's service (**Transferred Service**) and to sign on Your behalf any forms of authority required by the Current Supplier to transfer the Transferred Service to Us;
- (b) if We request, You will give written instructions to Your Current Supplier to transfer the Transferred Service into Our name;
- (c) You will immediately pay to the Current Supplier all amounts owing for the Transferred Service including any charges which the Current Supplier may demand in relation to the period up to the time of the transfer of the Transferred Service;
- (d) If You apply to port geographic service numbers from the Transferred Service to the Service (a process commonly referred to as **Local Number Portability**, or **LNP**), AAPT does not warrant or guarantee the feasibility or success of such a port or that numbers successfully ported to AAPT are capable of being ported to any Third Party Service Provider;
- (e) AAPT undertakes to use reasonable endeavours and proper skill and care to port numbers to and from a third party service provider.

5.7 Transferring the Service From AAPT to a Third Party Service Provider:

If You transfer the Service to a Third Party Service Provider You remain liable to Us for the amount payable for the Service up to the time when the transfer is completed and in addition must pay to Us any other cancellation Charge payable by You (if applicable).

5.8 Telephone Number

You acknowledge that You have no right, title or interest in any number allocated to You as part of the Service. We will comply with the National Numbering Plan and reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. We will notify You of any numbering change, which will affect You.

5.9 Calling Line Identification

You acknowledge that, if CLI is not barred either by You, in respect of calls made using the Service, the telephone number allocated to that Service may be sent automatically to the equipment of the called party when a call is made using the Service.

5.10 Directory Listing

- (a) When You order a number from AAPT, AAPT will forward information relating to the Service to directory listing service providers unless You have requested AAPT not to provide this information.
- (b) AAPT will not act upon Your instructions to request a new directory listing or to amend an existing directory listing at a date after the initial order to issue a number has been processed. You must

contact relevant directory listing service providers to either modify an existing directory listing or to request a new directory listing at a date after the number has been issued by AAPT.

5.11 Your Responsibilities

- (a) You must ensure that You comply with all relevant regulatory requirements that may apply to You, including all requirements to supply information to law enforcement agencies and the integrated public number database.
- (b) You must provide appropriate telecommunications hardware for connection to the Service Demarcation Point.
- (c) You must implement and maintain network security at Your site.
- (d) You must ensure that any equipment connected to the Service is ACMA approved.
- (e) You must not resupply or resell the Service without prior written consent.

5.12 Acknowledgments and consents

- (a) You acknowledge that the AAPT Network is not necessarily secure and You use the Service at Your own risk.
- (b) You acknowledge that, to the extent permitted by law, We make no representations or warranties as to the effectiveness or fitness for purpose of the AAPT Network's security, or Your network security. You shall make no claim against AAPT concerning the AAPT Network's security, or Your network security.
- (c) You acknowledge that You are liable for all usage of the Service regardless of whether that usage has been authorised by You (including but not limited to fraudulent or illegal activity).
- (d) You acknowledge that AAPT may, but is not obliged to, arrange for the suspension or de-activation of the service numbers in circumstances where AAPT reasonably suspects that there has been fraudulent or illegal use of the Services.
- (e) You acknowledge and agree that AAPT does not offer Priority Assistance for the Service (whether in respect of new connections, fault repairs and service reliability or otherwise).
- (f) You acknowledge that you cannot preselect or override to another service provider at any time during the term of this Service Schedule.
- (g) If the unconditional local loop service (ULLS) in respect of the Site needs to be disconnected when the Service is installed:
 - (i) You consent to such disconnection; and
 - (ii) You acknowledge that, following such disconnection, there will be an outage to carriage services on the ULLS until the ULLS is reinstated or replaced.

5.13 Battery Back-Up

- (a) You acknowledge that battery backup is currently optional for the Service, but it could become a compulsory requirement. We will let You know if and when battery back-up becomes compulsory for the Service.
- (b) If Battery back-up is supplied as an option for the Service, You acknowledge and agree that:

- (i) battery back-up will only provide power to the UNI-V ports in case of a power outage. It will not operate to supply back-up power to Your handsets or to Your or broadband equipment. Depending on usage, the battery back-up can supply power to the UNI-V ports for 2-3 hours after a power failure before reaching the 50% power availability level. At this point it will switch off to preserve the remaining power for emergency use only;
- (ii) the back-up battery is not installed by AAPT and if the back-up battery is not correctly installed or functioning correctly, the Service will not function during a power outage. AAPT is not liable for installation or functionality (including any incorrect installation or malfunction) of the back-up battery; and
- (iii) replacement of a back-up battery that has ceased to supply electrical charge will be Your responsibility.

5.14 NBN Equipment

Equipment supplied by NBN Co, including the NTD, fibre connectors and other connectivity equipment is and will always remain the property of NBN Co.

6. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT is defined in the Service Agreement.

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth)

CLI means Calling Line Identification.

Current Supplier means a Third Party Service Provider of a telephony service to You or Your End User at a Site that will be replaced by the Service.

Local Number Portability (LNP) means the process by which You transfer geographic phone numbers from one carrier to another.

National Numbering Plan means the number plan developed by the ACMA pursuant to the Act which requires the ACMA to make a plan for:

- (a) the numbering of carriage services in Australia; and
- (b) the use of numbers in connection with the supply of such services.

NBN means the national broadband network owned by NBN Co, which may include fibre, copper, or wireless technology.

NBN Co means NBN Co Limited (ABN 86 136 533 741).

NTD means Network Termination Device that is supplied by NBN Co.

Price Book means a schedule of Charges that are applicable for the Service and which is provided to You from time to time.

Priority Assistance means priority assistance supplied to an end user who is, or has a member of their household who is, eligible for priority assistance in accordance with Industry Code ACIF C609:2007 (Priority Assistance for Life Threatening Medical Conditions), as amended from time to time.

PSTN means Public Switched Telephone Network.

Service or NBNPhone Service means the NBNPhone Service supplied to You under this Service Schedule.

Service Demarcation Point is defined in clause 5.1 of this Service Schedule.

Service Start Date means the date on which We make the Service available to You.

Site means the site where the Service is to be provided.

Third Party Service Provider means a carrier (as defined in the Act), carriage service provider (as defined in the Act) or an equipment supplier, other than AAPT or PowerTel.

Part 2 – Service Levels

This Service Level has one component:

1. Service Attributes relate to the level of service that AAPT provides.

Definitions in or incorporated in the Service Schedule that this Service Level Agreement forms part of, apply to this Service Level Agreement. In this Service Level Agreement, the following definitions also apply unless the context requires otherwise:

Major Rural Area means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

Remote Area means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area.

Rural Area means an urban centre or other recognised community grouping with a population equal to or greater than 200 but less than 10,000 people.

Standard Service Hours means those hours during which the AAPT Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

Planned Outage means a period of time as reasonably determined by Us, that We may interrupt supply of the Services to You for routine maintenance, upgrading or other similar activities, after giving You reasonable prior notice. The Service Attributes define the level of service that We aim to deliver to You.

Urban Area means an urban centre with a population equal to or greater than 10,000 people.

1. Service Attributes

The Service Attributes define the level of service that AAPT aims to supply to You.

Service Attribute	Attribute Definition	Service Level Commitment
1. Service Reception	Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.	Fault Reporting Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year Billing and Provisioning Enquiries Call Reception is available from 0800 to 1800 AEST, Monday to Friday.
2. Standard Service Hours	Those hours during which the AAPT Customer Incident Service Desk (CISD) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.	24 hours a day, 7 days a week, 52 weeks a year.
3. Fault Classification	All faults are classified by severity as follows: Interrupted Faults Service is completely non-operational. Non-Interrupted Faults Services is degraded but still operational.	The severity of faults are classified by the AAPT CISD and advised to You at the time of logging the fault.
4. Response Time	The elapsed time, during Standard Service Hours, between You reporting a fault to AAPT and AAPT providing the following details to You: <ul style="list-style-type: none"> - fault classification - initial diagnosis; and - an estimated time to restore (if known). 	Interrupted Faults: 0 to 60 minutes Non-Interrupted Faults: 4 hours
5. Progress Updates	Updates on the status of faults.	Interrupted Faults: Progress updates will range from 30 mins to

Service Attribute	Attribute Definition	Service Level Commitment
		<p>4 hours depending on the severity of the fault.</p> <p>The time intervals for updates will be advised to you by the CISD at time of reporting the fault.</p> <p>Non-Interrupted Faults: On a significant event basis, or as otherwise agreed.</p>
6. Planned Outage Notification	Notice of any planned maintenance that could cause a service outage.	<p>Notification at least 5 Business Days in advance either by letter, telephone, fax or e-mail.</p> <p>In the case where emergency maintenance needs to be conducted, AAPT will endeavour to provide at least 24-hours notice.</p>
7. Service Provisioning		Refer to section 1.1 below.
8. Service Assurance		Refer to section 1.2 below.

Table 1 – Service Attributes

The following sections provide additional clarification to the Service Attributes outlined in the table above.

1.1 Service Provisioning

AAPT will coordinate the installation of the service with NBN Co. NBN Co's delivery timeframes are controlled by NBN Co. The standard target installation timeframe for this service is between 7 and 30 days depending on the availability and status of infrastructure installed at the Site.

1.2 Service Assurance

(a) Service Availability Targets

- (i) The Availability Targets are outlined in Table 2 below.
- (ii) AAPT will use best efforts to adhere to the Availability Targets.
- (iii) Failure to achieve the Availability Targets does not entitle You to a rebate.
- (iv) Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any unplanned outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.

Service	NBNPhone
Availability	99.9%

Table 2 – NBNPhone Service Availability Target

(b) Service Restoration Targets

- (i) The Service Restoration Targets are outlined in Table 3 below.
- (ii) AAPT will use best efforts to adhere to the Service Restoration Targets.
- (iii) Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT responding to an alarm, and confirmation to the Customer that the Service has been restored.
- (iv) Some Non-Interrupted faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to the customer as the fault is investigated.

Fault Classification	Standard Fault Rectification Service Levels
Interrupted Faults	
Urban Area	Next Business Day
Major Rural Area	Second Business Day
Minor Rural Area	Second Business Day
Remote Area	Third Business Day
Non-Interrupted Faults	
All areas	Fourth Business Day

Table 3 – NBNPhone Service Restoration Target