



nbn-Confidential: Commercial

16 September 2020

Dear Customer,

## Extended nbn™ Sky Muster™ Plus COVID-19 rebate relief

**nbn** has been very pleased to work with RSPs and provide relief to low-income families with school-aged children, to assist them to access online learning. This relief has been provided under the “COVID-19 connectivity relief package for residential customers” letter agreement that **nbn** initially offered to your organisation on 17 April 2020, and which has been subsequently varied and extended (in this letter agreement, the “**Initial COVID-19 Relief Package**”).

As one element of the Initial COVID-19 Relief Package, **nbn** provided rebates to offset wholesale charges for the temporary 5GB+ Plan offered under the **nbn™ Sky Muster™ Plus Interim Agreement**, as varied by the Variation Agreement – Temporary 5GB+ Plan (the “**SMP COVID-19 Online Learning Support Plan**”). That rebate is due to conclude on 15 January 2021.

**nbn** understands that continued support for low-income families is important given the ongoing and uncertain nature of the COVID-19 pandemic. As such, **nbn** intends to continue the support from the Initial COVID-19 Relief Package in respect of SMP COVID-19 Online Learning Support Plans until 15 January 2022 on the terms of this letter agreement.

Except as expressly set out below, nothing in this letter agreement affects the application of the **nbn™ Sky Muster™ Plus Interim Agreement** between **nbn** and your organisation, including with respect to the **nbn™ Sky Muster™ Plus Fair Use Policy**, ordering and other operational processes. After the Rebate Period (defined below), **nbn** will charge for any Product Components and Product Features that continue being supplied, in accordance with the **nbn™ Sky Muster™ Plus Interim Agreement Price List** and any applicable Discounts, Credits, Rebates or waivers that apply from time to time.

## Action required

Please sign and return this letter agreement to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) as soon as possible to take advantage of this offer, noting that time limits will apply to accessing rebates for each month. Alternatively, if you would like to execute this letter agreement using DocuSign, please request this via email to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).

Your **nbn** account manager is ready to help your organisation with anything contained in this letter agreement. If you have any questions about this letter agreement, please email [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au).



## A. nbn™ Sky Muster™ Plus rebates

### SMP Support Rebates

1. Subject to the terms of this letter agreement, for each Calendar Period during the Rebate Period, **nbn** will provide your organisation with a Rebate (**SMP Support Rebate**) for each Online Learning Support Service supplied in that Calendar Period to a family that is a Low-Income Family in that Calendar Period.
2. The amount of each SMP Support Rebate will be equal to the Effective Charges for the Ordered Product that is an input to the relevant Online Learning Support Service.
3. For the purpose of paragraph 1, an Online Learning Support Service is supplied to a household or family if it is supplied to a Contracted End User who is a member of that household or family, as applicable.

### Definitions

4. **Calendar Period** means:
  - a. the period between 16 January 2021 and 31 January 2021 (inclusive);
  - b. each calendar month between 1 February 2021 and 31 December 2021; and
  - c. the period between 1 January 2022 and 15 January 2022 (inclusive).
5. **Rebate Period** means 16 January 2021 to 15 January 2022 (inclusive).
6. **Online Learning Support Service** means a Customer Product or Downstream Product:
  - a. that uses, as an input an **nbn™** Sky Muster™ Plus Plan specified by **nbn** to be an “SMP COVID-19 Online Learning Support Plan”; and
  - b. in respect of which your organisation is eligible to receive a “Connection Support Rebate” as at 15 January 2021, pursuant to the terms of the Initial COVID-19 Relief Package.
7. **Low-Income Family** means, in respect of a Calendar Period, a family household that your organisation determines, acting reasonably:
  - a. is experiencing financial hardship due to the COVID-19 pandemic; and
  - b. requires a residential Customer Product or Downstream Product to allow school-age children in that family household to access online learning that is required due to the COVID-19 pandemic.

*Note: Examples of a Low-Income Family may include low-income families in which a member of the family is receiving Family Tax Benefit Part A or Part B in the relevant Calendar Period and were previously not using an nbn-powered home broadband access service.*
8. **Effective Charges** mean, in respect of an **nbn™** Sky Muster™ Plus Ordered Product in a Calendar Period, any recurring charges payable in respect of that Calendar Period for the Plan Product Component only (excluding any recurring charges payable for any optional Product Features that may otherwise be available in connection with the supply of that Plan Product Component).



## B. Eligible services

9. SMP Support Rebates apply in respect of, and only in respect of, Customer Products and Downstream Products which use, as an input, an **nbn**<sup>™</sup> Sky Muster<sup>™</sup> Plus Plan specified by **nbn** to be an “SMP COVID-19 Online Learning Support Plan”.
10. Despite anything else in this letter agreement, **nbn** is not obliged to provide your organisation with an SMP Support Rebate, and may require your organisation to repay any SMP Support Rebates already provided to your organisation, in respect of a Customer Product or Downstream Product if the relevant Customer Product or Downstream Product is supplied to, or for use by, a business.

## C. Campaign Plans and publicity

11. To be eligible for any SMP Support Rebates at any time during the Term, your organisation must comply with the Campaign Plan that your organisation submitted to **nbn** in accordance with the Initial COVID-19 Relief Package, including as varied from time to time with **nbn**'s approval in accordance with paragraph 13.
12. **Campaign Plan** means a plan that details the measures that your organisation will take (or is taking) to do the following:
  - a. ensure that relevant Contracted End Users obtain financial assistance from SMP Support Rebates;
  - b. unless **nbn** specifies otherwise, publicly commit to the objective of connecting Low-Income Families; and
  - c. identify, communicate with, and provide financial assistance to, Low-Income Families.

*Note: A public commitment by your organisation should take the form of customer communications by your organisation about COVID-19 relief and assistance packages or programs. For example, by describing your organisation's commitment on its website.*
13. If **nbn** has previously approved a Campaign Plan submitted by your organisation (including a Campaign Plan approved under the Initial COVID-19 Relief Package), your organisation:
  - a. may submit variations to **nbn** for approval from time to time, acting reasonably; and
  - b. must comply with that Campaign Plan, including as varied from time to time with **nbn**'s approval.
14. If your organisation intends to substantially change the measures set out in a Campaign Plan approved by **nbn**, your organisation must submit a variation to that Campaign Plan for **nbn**'s approval in accordance with paragraph 13.
15. **nbn** may approve a variation to a Campaign Plan provided by your organisation or request amendments.
16. Despite anything else in this letter agreement, **nbn** may decline to provide any SMP Support Rebates:
  - a. for Customer Products or Downstream Products that were not eligible for “Connection Support Rebates” under the terms of the Initial COVID-19 Relief Package between your organisation and **nbn** as at 15 January 2021;
  - b. in respect of any time period prior to **nbn** approving a Campaign Plan provided by your organisation;



- c. in respect of any time period prior to your organisation having made the public commitment specified in its Campaign Plan; or
  - d. if **nbn** has notified your organisation that **nbn** considers, acting reasonably, that your organisation is not complying with its approved Campaign Plan in full (including because your organisation was instead complying with a varied Campaign Plan that had not been approved by **nbn**) and your organisation has not satisfied **nbn** to the contrary or remedied the non-compliance within a remedy period notified by **nbn** acting reasonably.
17. Your organisation consents to **nbn** disclosing:
- a. your organisation's name and its participation (or intended participation) in the connectivity relief package described in this letter agreement; and
  - b. contact details for your organisation that may be used by interested organisations such as Education Departments, schools and charities, as well as by Low-Income Families seeking to access financial relief or financial assistance from your organisation.

#### D. Payment and reporting

18. **nbn** will automatically apply SMP Support Rebates to invoices issued to your organisation without any claim by your organisation.
19. Your organisation must:
- a. notify **nbn** as soon as practicable of any failure by your organisation to comply with this letter agreement (including any failure to comply with Campaign Plan obligations, including due to acts or omissions of any Downstream Service Provider); and
  - b. provide any information or assistance reasonably requested by **nbn** in connection with this letter agreement.
20. If **nbn** elects, where permitted under this letter agreement, to require your organisation to repay any SMP Support Rebate, reduce the amount of any SMP Support Rebate, or to not provide any SMP Support Rebate to your organisation, **nbn** may adjust an invoice issued to your organisation accordingly or require repayment of any amount to the extent necessary to give effect to that election.
21. For clarity, the invoice referred to in paragraph 20 may be an invoice issued after the invoice(s) to which the relevant SMP Support Rebate is applied.

#### E. Fair use consistent with the Objective of this letter

22. Your organisation acknowledges that the objective of SMP Support Rebates is to support your organisation in supplying financial assistance to Low-Income Families in connection with the supply of an Online Learning Support Service (**Objective**).
23. Your organisation must act in a manner that is consistent with the Objective and in good faith in connection with **nbn**'s provision of SMP Support Rebates.



24. **nbn** may seek your organisation's cooperation to validate that your organisation has implemented its Campaign Plan fully and that all SMP Support Rebates paid to your organisation have been used for their intended purposes. **nbn** will only do so if it has reasonable grounds for concern. Your organisation must cooperate with **nbn** in this regard.
25. **nbn** may elect to reduce the amount of any SMP Support Rebate, not provide any SMP Support Rebate, or require your organisation to repay any SMP Support Rebate, if **nbn** considers, acting reasonably, that your organisation is:
  - a. not implementing its Campaign Plan fully;
  - b. not complying fully with processes or information requirements specified by **nbn**; or
  - c. otherwise acting in a manner that reflects a purpose or achieves an outcome that is inconsistent with the Objective (or otherwise reflects a different objective).
26. **nbn**:
  - a. may provide additional guidance and principles regarding the Objective from time to time; and
  - b. will discuss with your organisation any proposed election by **nbn** under paragraph 25 before making such an election.

## F. Warranty, term and interaction with Discounts, Credits and Rebates

27. This letter agreement:
  - a. commences on the date on which it is signed by your organisation and returned to **nbn**; and
  - b. expires on the last day of the Rebate Period, unless extended or terminated earlier by **nbn** in accordance with paragraph 28,

**(Term).**
28. **nbn** may amend or terminate this letter agreement on 30 days' written notice to your organisation.
29. If **nbn** amends this letter agreement under paragraph 28, your organisation may elect to terminate this letter agreement by giving written notice to **nbn** no later than 10 days prior to effective date of the amendment.
30. Your organisation warrants that, for each household determined by your organisation to be a Low-Income Family:
  - a. your organisation is not aware, at the time of such determination, of any circumstances or information that indicates that such determination is incorrect; and
  - b. your organisation will notify **nbn** as soon as reasonably practicable if your organisation becomes aware that the relevant determination is incorrect or becomes incorrect.
31. Your organisation acknowledges and agrees that:
  - a. **nbn** may, but is not required to, from time to time review any determination by your organisation of a Low-Income Family for the purposes of this letter agreement; and



- b. your organisation is solely responsible for the determination of Low-Income Families for the purposes of this letter agreement, and **nbn** bears no liability in connection with any inaccurate determinations or any failures of determination by your organisation.

## G. General

- 32. Unless otherwise specified:
  - a. capitalised terms used in this letter agreement have the meanings given to those terms in the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Interim Agreement; and
  - b. a reference to a “recurring charge” is a reference to the recurring charge payable by your organisation after applying any relevant discount, credit, rebate or waiver other than any SMP Support Rebate under this letter agreement.
- 33. All charges referred to in this letter agreement, including retail charges and charges by **nbn**, are exclusive of GST.
- 34. Except as expressly specified, this letter agreement does not vary the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Interim Agreement between **nbn** and your organisation.
- 35. Nothing in this letter agreement affects the accrued rights and liabilities of either party under the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Interim Agreement between **nbn** and your organisation.
- 36. Paragraphs 10 and 25 and any other rights or obligations which expressly or impliedly, by their nature, survive expiry or termination of this letter agreement, will survive expiry or termination of this letter agreement.
- 37. Clauses H4.5 (Counterparts), H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the WBA Head Terms, as those clauses are incorporated into the **nbn**<sup>TM</sup> Sky Muster<sup>TM</sup> Plus Interim Agreement between **nbn** and your organisation, are incorporated into this letter agreement as though set out in full with references to “Agreement” being read as references to this letter agreement.

Yours sincerely

Andrew Walsh

General Manager, Wholesale Supply



**Executed as an agreement**

Executed by \_\_\_\_\_ (Customer, your organisation),  
[insert Customer name and ABN/ACN as per **nbn**™ Sky Muster™ Plus Interim Agreement]

by its authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date of signature

Executed by **nbn co limited ABN 86 136 533 741** by its authorised representatives:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative (print)

\_\_\_\_\_  
Position of authorised representative

\_\_\_\_\_  
Date of signature