



[Date]

Dear RSP,

## Focus on Fast Rebate

Throughout 2020, usage on the **nbn**<sup>TM</sup> Network has increased as Australians have adjusted their ways of working and living to meet the challenges posed by the COVID-19 pandemic. **nbn** has introduced a number of initiatives throughout this period to help retail service providers meet these challenges and to support customer experience on the **nbn**<sup>TM</sup> network.

Changes in usage patterns arising from the COVID-19 pandemic may mean some customers are on plans that are no longer well suited to their needs. To help retail service providers work with these customers to choose higher speed plans that may better suit their needs, **nbn** is offering Focus on Fast Rebates to your organisation, in accordance with this letter agreement, where your organisation:

- upgrades one of its existing customers to an eligible higher speed tier;
- upgrades a new customer to an eligible higher speed tier that is higher than the speed tier supplied by a previous retail service provider; or
- connects, onto an eligible higher speed tier, a new Premises that has not previously been connected to the **nbn**<sup>TM</sup> Network.

The eligible higher speed tiers set out in this letter agreement cover **nbn**<sup>TM</sup> Ethernet AVC TC-4s that are associated with Bundled CVCs and used to supply both residential and business services. Higher speed tier bundled services come with more CVC inclusions, which helps deliver improved performance for customers who choose to upgrade their service while also adding to the pool of CVC inclusions that is available for retail service providers to utilise across their entire customer base.

**nbn** encourages your organisation to have regard to the ACCC's Broadband Speed Claims Guidelines and its Australian Consumer Law obligations in marketing and supplying higher speed tier services to customers. Except as expressly set out below, nothing in this letter agreement affects the application of the Wholesale Broadband Agreement between **nbn** and your organisation.

## Action required

Please sign and return this letter agreement to [contractmanager@nbnco.com.au](mailto:contractmanager@nbnco.com.au) by 29 January 2021 to take advantage of this offer. 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).

If your organisation chooses not to participate in Focus on Fast, **nbn** asks that you confirm that your organisation agrees to **nbn** using and disclosing details of the AVC TC-4 bandwidth profile of Ordered Products supplied to your organisation to administer the Focus on Fast Rebate program. Please provide this confirmation by signing and returning the Letter of Confirmation provided to your organisation by 29 January 2021. Without this, **nbn** may elect to provide a Focus on Fast Rebate to an Other RSP if an Ordered Product supplied to your organisation is transferred on to a Fast Bandwidth Profile with the Other RSP and **nbn** cannot verify whether the transfer involves a bandwidth profile upgrade.

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



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. Application of Focus on Fast Rebate

1. **nbn** will provide a Focus on Fast Rebate to RSP for each Eligible AVC for each Billing Period:
  - a. that falls within the Rebate Period applicable to that Eligible AVC; and
  - b. in which the Eligible AVC has a Fast Bandwidth Profile.
2. The amount of the Focus on Fast Rebate for each Eligible AVC per Billing Period will vary depending on the Fast Bandwidth Profile of the Eligible AVC, as set out in Table 1.

Fast Bandwidth Profile		nbn™ Network	Eligible AVC	Focus on Fast Rebate
AVC TC-4 downstream Mbps*	AVC TC-4 upstream Mbps*			
25–50	5–20	FTTB and FTTN	Service Transfer Upgrade, Existing Modify Upgrade	\$8.00
50	20	Fibre, FTTC and HFC		\$8.00
Wireless Plus*		Wireless		\$8.00
Home Fast*		FTTB and FTTN	First Time Connect, Service Transfer Upgrade, Existing Modify Upgrade	\$2.00
		FTTC		\$2.00
		Fibre and HFC		\$2.00
25–100	5–40	FTTB and FTTN		\$9.00
50–100	20–40	FTTC		\$9.00
100	40	Fibre and HFC		\$9.00
Home Superfast*		Fibre and HFC		\$12.00
Home Ultrafast*		Fibre and HFC		\$24.00

**Table 1: Amount of Focus on Fast Rebate per Eligible AVC**

\* **Note:** Refer to the **nbn™** Ethernet Product Description for further information, including the specific limitations set out at sections 3.2(a) and 14 of that document.

3. For the purposes of this letter agreement:
  - a. **Eligible AVC** means a First Time Connect, Service Transfer Upgrade or Existing Modify Upgrade.
  - b. **First Time Connect** means a Bundled AVC TC-4 that:
    - i. was Activated during the Campaign Period; and
    - ii. is supplied to a Premises at which **nbn** had not previously supplied any ordered product to RSP or any Other RSP.
  - c. **Service Transfer Upgrade** means a Bundled AVC TC-4 that:



- i. was first supplied to RSP as a result of a Service Transfer Order that was completed during the Campaign Period (excluding, for clarity, any Non-Infrastructure Type Transfer); and
- ii. has an AVC TC-4 bandwidth profile that is higher than the bandwidth profile of the AVC TC-4 supplied to the Other Losing RSP before **nbn** completed the Service Transfer Order.

**Note:** It is RSP's responsibility to verify whether a Service Transfer Order constitutes a Service Transfer Upgrade. **nbn** is not obliged to provide a Focus on Fast Rebate for a Service Transfer that is not a Service Transfer Upgrade even if RSP genuinely believes that it is, e.g. due to incorrect information being received from a Contracted End User about a previous service supplied to them.

**nbn** may elect to provide a Focus on Fast Rebate for a Bundled AVC TC-4 if **nbn** cannot verify whether it constitutes a Service Transfer Upgrade (e.g. because **nbn** cannot verify the bandwidth profile of the AVC TC-4 Product Component supplied prior to the Service Transfer Order for the purposes of administering this Focus on Fast Rebate).

d. **Existing Modify Upgrade** means a Bundled AVC TC-4 that:

- i. is not a First Time Connect or a Service Transfer Upgrade;
- ii. has a Fast Bandwidth Profile (**Resulting Profile**) as a result of a Modify Order that was completed during the Campaign Period (**Qualifying Modification**); and
- iii. in the three months preceding that first Qualifying Modification, did not have an AVC TC-4 bandwidth profile that is the same or higher than the Resulting Profile arising from the first Qualifying Modification.

e. **Fast Bandwidth Profile** means:

- i. in respect of a First Time Connection, an AVC TC-4 bandwidth profile listed in Table 1 other than a 25-50/5-20 Mbps, 50/20 Mbps or Wireless Plus AVC TC-4 bandwidth profile; and
- ii. in respect of a Service Transfer Upgrade or an Existing Modify Upgrade, any AVC TC-4 bandwidth profile listed in Table 1.

**Notes:**

- A First Time Connection that is subsequently modified to have a 25-50/5-20 Mbps, 50/20 Mbps or Wireless Plus AVC TC-4 bandwidth profile at any time will not become an Existing Modify Upgrade and will remain ineligible for the Focus on Fast Rebate.
- Focus on Fast Rebates are available for Bundled AVC TC-4s and not AVC TC-4s associated with Basic CVCs. For example, where the TC-4 Business Bundles Discount applies to an AVC TC-4, Focus on Fast Rebates are only available where the AVC TC-4 is associated with a Bundled CVC (not a Basic CVC).

f. **Campaign Period** means the period between 1 February 2021 and 31 July 2021 (inclusive).

g. **Rebate Period** means, in respect of an Eligible AVC, the period starting on the Rebate Period Start Date and ending on the earliest of:

- i. 6 calendar months from the Rebate Period Start Date; and
- ii. the date that a service transfer order is completed in respect of the Eligible AVC for an Other RSP.

**Note:** The effect of section 3.g.ii is that after an Eligible AVC becomes eligible for a Focus on Fast Rebate:

- if an Other RSP submits a service transfer order for that Eligible AVC and RSP is the Losing RSP, once the service transfer order is completed, **nbn** will cease providing the Focus on Fast Rebate that was previously provided to RSP for that AVC (as the Rebate Period will expire on this date); and
- if RSP submits a Service Transfer Order for that Eligible AVC during the Campaign Period and is therefore the Gaining RSP, RSP will only be eligible for a Focus on Fast Rebate after the applicable Service Transfer Order is Completed if the ordered AVC qualifies as a new Service Transfer Upgrade (e.g. by further increasing the bandwidth profile of the Eligible AVC), in which case a new Rebate Period will apply from the date on which that newly supplied AVC first became eligible for a Focus on Fast Rebate (e.g. from the date on which the Service Transfer Order is Completed).



- h. **Rebate Period Start Date** means, in respect of an Ordered Product, the first date within the Campaign Period on which it becomes any one of a First Time Connect, Service Transfer Upgrade or Existing Modify Upgrade.

## B. Subsequent modifications to an Eligible AVC

- 4. Subject to section 5, if a Eligible AVC is modified (e.g. to a higher Fast Bandwidth Profile):
  - a. **nbn** will continue to provide a Focus on Fast Rebate in respect of that Eligible AVC, including in accordance with section 8; and
  - b. such modification will not in any circumstances extend or otherwise affect the end date for the Rebate Period applicable to that Eligible AVC.
- 5. Subject to section 8, **nbn** will not provide a Focus on Fast Rebate in respect of an Eligible AVC for any Billing Period in which the Eligible AVC does not have a Fast Bandwidth Profile.

## C. Process to claim and pro-ration

- 6. **nbn** will apply any Focus on Fast Rebates to an invoice issued to your organisation without your organisation needing to make a claim. For clarity, such invoice may be an invoice for a Billing Period other than the Billing Period to which the relevant Focus on Fast Rebate relates.
- 7. If the Rebate Period for an Eligible AVC starts during a Billing Period, the Focus on Fast Rebate for that Eligible AVC will be applied on a pro-rata daily basis on that date and for the remainder of that Billing Period.
- 8. If RSP modifies an Eligible AVC between two or more AVC TC-4 bandwidth profiles during a Billing Period that falls within the Rebate Period for that Eligible AVC, any rebate amount in Table 1 that applies during that Billing Period in respect of a Fast Bandwidth Profile will apply on a pro-rata daily basis, in proportion to the number of days during which the Eligible AVC had that relevant Fast Bandwidth Profiles.
- 9. If the Rebate Period for an Eligible AVC ends during a Billing Period, the Focus on Fast Rebate for that Eligible AVC will be applied on a pro-rata daily basis for the part of the Billing Period before that date.

## D. Marketing Development Fund conditions

- 10. By 27 January 2021, RSP must enter into one or both of the terms of:
  - a. the “MDF Program and Funding Schedule Focus on Fast New and Service Transfers up” offered by **nbn** to be eligible for Focus on Fast Rebates in respect of First Time Connects and Service Transfer Upgrades; and
  - b. the “MDF Program and Funding Schedule Focus on Fast Upsell” offered by **nbn** to be eligible for Focus on Fast Rebates in respect of Existing Modify Upgrades.
- 11. On and from 28 February 2021, RSP must comply with the requirements of the relevant terms in paragraph 10, otherwise **nbn** will not make any further Focus on Fast Rebate payments on or after 1 March 2021 (including for Eligible AVCs that qualified for a Focus on Fast Rebate before that date).



## E. End User benefit from upgrade

12. RSP must:
  - a. prior to, or within 3 days after, an AVC TC-4 becomes an Eligible AVC with a Fast Bandwidth Profile, take reasonable steps to ensure that the Contracted End User understands the bandwidth of the corresponding retail service being supplied to the Contracted End User (including, in the case of a Service Transfer Upgrade or Existing Modify Upgrade, that RSP is upgrading the bandwidth from the bandwidth previously supplied to the End User); and
  - b. on request from **nbn**, provide evidence of communications to Contracted End Users about their bandwidth upgrade.
13. If RSP fails to provide evidence in accordance with clause 12.b or **nbn** otherwise determines, acting reasonably, that RSP has not effectively communicated to Contracted End Users about their bandwidth upgrade, **nbn** may by notice stop providing any further Focus on Fast Rebates to RSP (including for Eligible AVCs that had become eligible before that notice).

## F. Interaction with other Discounts, Credits and Rebates and the WBA

14. RSP must have agreed to Wholesale Broadband Agreement version 4 with **nbn** to be eligible for Focus on Fast Rebates.
15. Notwithstanding anything else in this letter agreement, an Eligible AVC is not eligible for a Focus on Fast Rebate during any period in which that Eligible AVC is eligible for, or receiving, a First Timers Discount, an Illuminate Program Discount or a 12/1 Upgrade Rebate.

## G. Amendments to this letter

16. **nbn** may amend or terminate this letter agreement as follows:
  - a. to make an RSP Favourable Change, by giving 1 month's notice to RSP;
  - b. to extend the availability of the Focus on Fast Rebate, by giving 2 months' notice to RSP; or
  - c. to terminate it or to withdraw, suspend or otherwise amend the Focus on Fast Rebate, by giving 3 months' notice to RSP.

## H. Fair use

17. **nbn** may, by notice following the end of each calendar month, stop providing any further Focus on Fast Rebates to RSP if RSP has Downgraded 10% or more of the Active Eligible AVCs since the start of the Campaign Period to the end of that calendar month.
18. In section 17:
  - a. **Downgrade** means, in respect of an Eligible AVC, a modification that results in the Eligible AVC having a Fast Bandwidth Profile that is lower than the Fast Bandwidth Profile which applied when the Eligible AVC first became an Eligible AVC; and



- b. **Active Eligible AVCs** means, at the end of the relevant calendar month, the number of Eligible AVCs that are within their Rebate Periods and continuing to be supplied by **nbn** to RSP.
- 19. RSP acknowledges that the objective of Focus on Fast Rebates is to help RSP work with Contracted End User on plans that are no longer well suited to their needs, to choose higher speed plans that may better suit their needs to help provide a better customer experience (**Objective**).
- 20. RSP must act in a manner that is consistent with the Objective and in good faith in connection with **nbn**'s provision of Focus on Fast Rebates.
- 21. **nbn** may seek RSP's co-operation to validate that all Focus on Fast Rebates paid to your organisation have been used for their intended purposes. RSP must cooperate with **nbn** in this regard.

## I. General

- 22. RSP agrees to **nbn** using and disclosing details of the AVC TC-4 bandwidth profile of Ordered Products supplied to RSP (including by using related identifiers as needed) to administer **nbn**'s "Focus on Fast Rebate" program.
- 23. **nbn** may cease providing RSP with a Focus on Fast Rebate for any Eligible AVC, at any point during the applicable Rebate Period, if RSP does not comply with the terms of this letter agreement.
- 24. Unless otherwise specified, capitalised terms used in this letter agreement have the meanings given to those terms in the Wholesale Broadband Agreement between RSP and **nbn**.
- 25. Except as expressly specified, this letter agreement does not vary the Wholesale Broadband Agreement between RSP and **nbn**.
- 26. Nothing in this letter affects the accrued rights and liabilities of either party under the Wholesale Broadband Agreement between RSP and **nbn**.
- 27. Clauses H4.10 (Governing law and jurisdiction), H4.13 (Severability) and H4.15 (Waiver) of the Wholesale Broadband Agreement between RSP and **nbn** 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 \_\_\_\_\_ (RSP, your organisation),  
[insert RSP name and ABN as per WBA 4]

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