



## nbn’s proposed commercial offer to address matters which are the subject of the ACCC Public Inquiries

nbn has undertaken a process of consultation with industry for over 12 months to obtain feedback about our pricing, service standards and various other commitments which form part of the current contractual arrangements with RSPs. This is not a simple task given the number and diversity of stakeholders that are involved and the complex and inter-linked nature of the issues that are raised and need to be resolved. Our objective has always been to identify how WBA4 can better serve the needs of RSPs, the needs of nbn and the needs of end user customers who use the nbn™ network in homes and businesses across Australia.

We have sought to achieve industry consensus on WBA4 in a collaborative and measured manner, so nbn and RSPs can transition to the new WBA in a timely and coordinated way. However, the COVID pandemic has made this task even more difficult given the disruption it has caused to industry, end user customers and nbn, and the need to prioritise the immediate challenges faced by end users during this time. But this crisis has also brought into sharper focus the needs and expectations of the people who use the nbn™ network in homes and businesses across Australia. WBA4 needs to enable a step change improvement in customer experience across industry.

Below is a high-level table outlining the benefits that WBA4 will deliver compared with the current arrangements in WBA3 for matters raised in the ACCC’s NBN access pricing inquiry and the NBN wholesale service standards inquiry (noting WBA4 covers many other areas which are not described below). nbn recognises that we have not addressed every single issue raised by different RSPs. What we have created is a package for WBA4 which addresses the biggest issues with a step change improvement compared to WBA3, establishing the foundation for the telecommunications industry to be able to deliver a greatly enhanced customer experience to the people of Australia on the nbn™ network.

nbn firmly believes that this WBA4 package will support a more collaborative partnership between nbn and RSPs, aligning incentives, clarifying accountabilities and creating the opportunity for everyone to enjoy the superior economics and performance that come with delivering a better customer experience on the nbn™ network.

Issue	Status Quo	Proposed WBA4 Commercial Position																		
<b>Entry Level Pricing</b>	<ul style="list-style-type: none"> <li>As part of a separate process, nbn has made commitments in relation to modified Entry Level Bundle (mELB) as follows:</li> </ul> <table border="1" data-bbox="495 1075 1167 1310"> <thead> <tr> <th></th> <th>Oct-20</th> <th>May-21</th> </tr> </thead> <tbody> <tr> <td>mELB Effective Charge</td> <td>\$26.60</td> <td>\$26.60</td> </tr> <tr> <td>CVC Inclusion at \$35 Total Wholesale Charge</td> <td>1.2 Mbps</td> <td>1.2Mbps</td> </tr> </tbody> </table>		Oct-20	May-21	mELB Effective Charge	\$26.60	\$26.60	CVC Inclusion at \$35 Total Wholesale Charge	1.2 Mbps	1.2Mbps	<ul style="list-style-type: none"> <li>In addition to the commitments already made by nbn on mELB, nbn proposes to commit to further effective charge reductions for the term of WBA4:</li> </ul> <table border="1" data-bbox="1256 1075 1995 1310"> <thead> <tr> <th></th> <th>Dec-20</th> <th>May-21 to Nov-22</th> </tr> </thead> <tbody> <tr> <td>mELB Effective Charge</td> <td>\$24.70</td> <td>\$22.50</td> </tr> <tr> <td>CVC Inclusion at \$35 Total Wholesale Charge</td> <td>1.4Mbps</td> <td>1.7Mbps</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>In addition, nbn proposes to commit to not withdraw the mELB for the term of WBA4.</li> </ul>		Dec-20	May-21 to Nov-22	mELB Effective Charge	\$24.70	\$22.50	CVC Inclusion at \$35 Total Wholesale Charge	1.4Mbps	1.7Mbps
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<b>Pricing Certainty</b>	<ul style="list-style-type: none"> <li>WBA3 does not contain any over-arching pricing commitments in relation to <b>nbn</b>'s Bundled Discounts as this has been managed outside the WBA construct as a separate process.</li> </ul>	<p><b>nbn</b> proposes to commit in WBA4 to publishing a 2 Year TC-4 Bundles Discount Roadmap so industry has guidance about <b>nbn</b>'s future pricing, showing:</p> <ul style="list-style-type: none"> <li>the maximum Bundled Discount effective charge and maximum CVC overage charges that applies to the AVC and CVC components over the coming 2 years;</li> <li>the minimum CVC capacity inclusions that make up the Bundled Discount over the same 2 years.</li> </ul> <p><b>nbn</b> will commit to ensuring that the published 2 Year TC-4 Bundles Discount Roadmap at all times provides forward visibility for at least the next 12 months (i.e. will be updated prior to there being less than 12 months forward visibility).</p> <p>The current charges and inclusions already committed to in <b>nbn</b>'s 2019 Pricing Review Consultation Closure Paper issued in November 2019 will constitute the initial TC-4 Bundles Discount Roadmap and will incorporate the additional changes to mELB discussed above.</p> <p>When updated, the new TC-4 Bundles Discount Roadmap:</p> <ul style="list-style-type: none"> <li>will cover at least the 2-year period from the date of that update, and</li> <li>can only maintain or improve on existing effective charges or CVC inclusions already committed in the then current Roadmap.</li> </ul> <p>The DCR List will be included as part of WBA4, rather than being a separate document, as Annexures to the WBA4 Price Lists.</p> <p>WBA4 will set out a series of safeguards that relate to any changes to the TC-4 Bundles Discounts, to provide greater certainty to RSPs.</p>
<b>Service Transfer Charge</b>	<ul style="list-style-type: none"> <li>This charge is currently \$22.50 with a \$17.50 Waiver in place.</li> </ul>	<ul style="list-style-type: none"> <li>This charge will be permanently reduced to \$5.</li> </ul>
<b>New Service Never Worked (NSNW)</b>	<ul style="list-style-type: none"> <li>Service is charged from the time that a connection order is completed.</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will implement a billing solution whereby charges for any period between the date a connection order is completed and when the service is working will be refunded directly to the RSP when a Trouble Ticket is raised in relation to the service within 20 Business Days of the completed connection order.</li> </ul>
<b>Connection Rebates</b>	<p>As part of the Service Levels Improvements variation agreement offered to RSPs in October 2018:</p>	<p><b>nbn</b> proposes to pay a new daily rebate as follows:</p> <ul style="list-style-type: none"> <li>For Standard and Accelerated Connections: \$7.50 for each business day in excess</li> </ul>

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	<ul style="list-style-type: none"> <li>• <b>nbn</b> commits to pay a once-off \$25 rebate for Standard Connections (but not Accelerated Connections) when connection timeframes are not met.</li> <li>• Rebate paid automatically to RSPs, with no requirement to make a claim;</li> <li>• Requirement to lodge accurate connection forecast information to be eligible for rebate was removed;</li> <li>• RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul>	<ul style="list-style-type: none"> <li>• of the applicable service level, capped at 30 business days;</li> <li>• For Priority Assistance customers: \$10 per business day in excess of the applicable service level, capped at 30 business days;</li> <li>• RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul> <p>The rebate will be payable in respect of connections for both AVC TC-4 and AVC TC-2 services.</p> <p>The requirement for RSPs to lodge forecast information to <b>nbn</b> will be removed. This also removes the connection rebate forecasting eligibility criteria to receive a connection rebate.</p>
<b>Service Fault Rebates</b>	<p>As part of the Service Levels Improvements variation agreement offered to RSPs in October 2018:</p> <ul style="list-style-type: none"> <li>• <b>nbn</b> commits to pay a once-off \$25 rebate when fault timeframes are not met.</li> <li>• Rebate paid automatically to RSPs, with no requirement to make a claim;</li> <li>• RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul>	<p><b>nbn</b> proposes to pay a new daily rebate as follows:</p> <ul style="list-style-type: none"> <li>• For non-Priority Assistance customers: \$15 per business day in excess of the applicable Service Level for <b>nbn</b>™ Ethernet missed End User Fault Service Levels capped at 60 business days;</li> <li>• For Priority Assistance customers: \$20 for each business day in excess of the applicable Service Level capped at 60 business days;</li> <li>• RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul> <p>The rebate will be payable in respect of connections for both AVC TC-4 and AVC TC-2 services.</p>
<b>Missed Appointments Rebate</b>	<p>As part of the Service Levels Improvements variation agreement offered to RSPs in October 2018:</p> <ul style="list-style-type: none"> <li>• <b>nbn</b> commits to pay a \$25 rebate paid when <b>nbn</b> misses the agreed appointment timeframe for customer appointments for connections and fault restoration.</li> <li>• RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul>	<p><b>nbn</b> proposes to pay a new daily rebate as follows:</p> <ul style="list-style-type: none"> <li>• \$50 when the initial appointment time is missed;</li> <li>• \$75 for each subsequent appointment that is missed for the same order or Trouble Ticket</li> </ul> <p>If <b>nbn</b> is able to attend to the appointment on the same day and the customer is still present and willing to allow the attendance of the technician outside the appointment window, the rebate would be reduced by 50%</p> <p>RSPs will be required to take reasonable steps to pass on the full amount of the rebate to the impacted customer.</p>

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<b>Measurement of Trouble Tickets</b>	<ul style="list-style-type: none"> <li>Measurement of duration of Trouble Tickets commences when <b>nbn</b> Accepts the Trouble Ticket from an RSP.</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will continue to measure Trouble Tickets from the time they are Accepted, rather than moving to the time the Trouble Ticket has been Acknowledged by <b>nbn</b>.</li> </ul>								
<b>PIR Objective Rebate (FTTN/B/C)</b>	<ul style="list-style-type: none"> <li>No rebate in relation to the PIR Objective.</li> </ul>	<ul style="list-style-type: none"> <li>A new rebate will be introduced when a FTTN/B/C service is unable to achieve at least the PIR Objective speed for that service.</li> <li>In the case of FTTN services in co-existence with legacy networks, the PIR Objective is 12Mbps. For FTTN services outside of co-existence, the PIR Objective is up to 25Mbps. In the case of FTTC and FTTC services, the PIR Objective is up to 25 Mbps.</li> <li>Once an RSP has raised a trouble ticket in relation to the service, and <b>nbn</b> has determined the issue lies on <b>nbn</b>'s network, <b>nbn</b> will place the service into Remediation, and seek to increase the service speed to at least the PIR Objective Speed.</li> <li>Until that Remediation is successfully completed, and from the time the RSP has raised the issue with <b>nbn</b>, the following rebates will be paid each month by <b>nbn</b>: <table border="1" data-bbox="1406 783 1803 1010"> <thead> <tr> <th>Month</th> <th>Rebate</th> </tr> </thead> <tbody> <tr> <td>0-3</td> <td>\$10 per month</td> </tr> <tr> <td>4-6</td> <td>\$15 per month</td> </tr> <tr> <td>&gt;6</td> <td>\$20 per month</td> </tr> </tbody> </table> </li> <li>Accrual of the rebate will commence from the time of Acknowledgement of the Trouble Ticket that results in Remediation rather than the time at which the service is put into Remediation.</li> <li>RSPs required to take reasonable steps to ensure that customers receive (in monetary or other form) a fair value benefit of any rebate paid.</li> </ul>	Month	Rebate	0-3	\$10 per month	4-6	\$15 per month	>6	\$20 per month
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<b>FTTN/B/C Underperforming Speed Rebate</b>	<ul style="list-style-type: none"> <li>No rebate in relation to underperforming speeds on the FTTN/B/C networks</li> </ul>	<ul style="list-style-type: none"> <li>RSPs will be provided with Historical Supported Speed (HSS) information at the time of placing an order, which will include an Assured Rate for the line.</li> <li>If RSPs order a 25-50Mbps or 25-100Mbps bandwidth profile and the service is capable of achieving the Assured Rate, even if that Assured Rate is below the ACCC speed expectation (i.e. capable of achieving at least 50% of the maximum speed for that bandwidth profile), then no rebate will be paid.</li> </ul>								

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		<ul style="list-style-type: none"> <li>If an Assured Rate is not available, or proves to be inaccurate (i.e. the service cannot achieve the Assured Rate), and the service cannot achieve the ACCC speed expectation, a once-off \$20 will be automatically paid to the RSP, with no requirement to pass this through to the customer.</li> </ul>
Availability of Speed Reports	<ul style="list-style-type: none"> <li><b>nbn</b> has voluntarily provided a range of speed reports to RSPs but has made no commitment to do so in WBA3.</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will provide the following information as part of WBA4: <ul style="list-style-type: none"> <li>Daily Line Rate Report</li> <li>Once a new service has been connected for the first time, <b>nbn</b> will establish the Assured Rate for that line, which will be available to all RSPs.</li> </ul> </li> <li>While not a WBA4 commitment, RSPs acquiring a service will be able to view Historical Supported Speed information in near to real time in <b>nbn</b>'s Service Health Summary portal.</li> </ul>
Fixed Wireless Underperforming Speed Rebate	<ul style="list-style-type: none"> <li>No rebate in relation to underperforming speeds on the Fixed Wireless network</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will pay a \$20 rebate for each month for each fixed wireless service supplied via a wireless network cell that is Persistently Congested during that month. This includes those cells: <ul style="list-style-type: none"> <li>connected via a transmission backhaul link with an average busy hour link packet loss of greater than 0.25% over that month; or</li> <li>with an average busy hour downlink throughput of less than 6Mbps over that month.</li> </ul> </li> </ul>
Fixed Wireless Maximum Attainable Speed Information	<ul style="list-style-type: none"> <li>No information provided in relation to maximum attainable speed of a Fixed Wireless service when first connected.</li> </ul>	<ul style="list-style-type: none"> <li>No information provided in relation to maximum attainable speed of a Fixed Wireless service when first connected.</li> </ul>
Fixed Wireless Reporting	<ul style="list-style-type: none"> <li>Commitment to provide weekly report to RSPs in relation to average speed throughput of fixed wireless radio access network in the busy hour.</li> <li>Voluntary provision of weekly report to RSPs in relation to packet loss performance of fixed wireless backhaul transit links.</li> </ul>	<ul style="list-style-type: none"> <li>Commitment to provide weekly reporting on both fixed wireless radio access network and backhaul transit links.</li> <li>Process to update reporting metrics should more appropriate measures be identified.</li> </ul>
Pass-through of Rebates	<ul style="list-style-type: none"> <li>Some rebates required RSP to take reasonable steps to ensure that end users receive a 'fair value benefit' of any rebates (whether in monetary or other form).</li> </ul>	<ul style="list-style-type: none"> <li>Some rebates will not have any pass-through requirements, some will be required to be passed through in full, while others will have a 'fair value benefit' requirement.</li> <li><b>nbn</b> will provide guidance to RSPs as to how fair value pass-through may be delivered.</li> </ul>

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<b>Service Level Exclusions</b>	<p><b>nbn</b> may only ‘stop the clock’ in its measurement of End User Connection service levels and End User Fault rectification service levels to the extent that <b>nbn</b>’s performance of those activities is affected by the following matters:</p> <ol style="list-style-type: none"> <li>1. A Force Majeure Event.</li> <li>2. <b>nbn</b>’s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by an Excluded Event or a Customer Event.</li> <li>3. Any inability of <b>nbn</b> or its Personnel to gain access to a location necessary to perform works.</li> <li>4. In respect of the FTTC Network, any failure to obtain, or withdrawal of, an In-building Wiring Consent.</li> <li>5. Where Customer selects an Appointment in respect of an order or Trouble Ticket that is not the earliest available appointment.</li> <li>6. Any act or omission of RSP, any Downstream Service Provider or any End User in connection with moving, removing or altering any part of the <b>nbn</b><sup>TM</sup> Network or installing <b>nbn</b><sup>TM</sup> Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter Document.</li> <li>7. In respect of <b>nbn</b><sup>TM</sup> Ethernet (Satellite): <ol style="list-style-type: none"> <li>(i) <b>nbn</b> or its Personnel not being able to make contact with the Appointment Representative to schedule an appointment in accordance with the WBA;</li> <li>(ii) any de-prioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with the WBA;</li> <li>(iii) any issues inherent in the Satellite Network (including Satellite Limitations); or</li> </ol> </li> </ol>	<p><b>nbn</b> may only ‘stop the clock’ in its measurement of End User Connection service levels and End User Fault rectification service levels to the extent that <b>nbn</b>’s performance of those activities is affected by the following matters:</p> <ol style="list-style-type: none"> <li>1. any of the matters set out in the ACCC’s Draft FAD;</li> <li>2. the RSP selecting an appointment that is not the earliest available appointment for that End User Connection or End User Fault rectification activity;</li> <li>3. a trouble ticket having a ‘resolved’ status;</li> <li>4. any act or omission of RSP, any Downstream Service Provider or any End User in connection with moving, removing or altering any part of the <b>nbn</b><sup>TM</sup> Network or installing <b>nbn</b><sup>TM</sup> Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter Document;</li> <li>5. any inability of <b>nbn</b> or its Personnel to gain access to a location necessary to perform works;</li> <li>6. in respect of the FTTC Network, any withdrawal of an In-Building Wiring Consent;</li> <li>7. the relevant Ordered Product being subject to any Ordering Freeze, Service Reduction or Suspension that has been validly imposed by <b>nbn</b> in accordance with the WBA;</li> <li>8. in respect of <b>nbn</b><sup>TM</sup> Ethernet (Satellite): <ol style="list-style-type: none"> <li>(i) <b>nbn</b> or its Personnel not being able to make contact with the Appointment Representative to schedule an appointment in accordance with the WBA;</li> <li>(ii) any de-prioritisation, reduction of maximum data transfer rate, rejection of order, rejection of modification or suspension that has been validly applied in accordance with the WBA;</li> <li>(iii) any issues inherent in the Satellite Network (including Satellite Limitations); or</li> <li>(iv) any End User Connection or End User Fault activity that relates to the first Satellite Test Service supplied to RSP;</li> </ol> </li> </ol>

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	<p>(iv) any End User Connection or End User Fault activity that relates to the first Satellite Test Service supplied to RSP.</p>	<ol style="list-style-type: none"> <li>9. any failure of, or inability to supply products, services, facilities or infrastructure by, a third party where the third party is unable to perform its obligations to <b>nbn</b> as a result of an event that would have otherwise constituted a Force Majeure Event if the obligations to be performed by the third party had arisen under the WBA;</li> <li>10. the implementation of any Upgrade or relocation or replacement of any POI or Temporary POI in accordance with the WBA;</li> <li>11. any inaccuracy, incompleteness, inadequacy in performance or unavailability of the FNN/ULL Database;</li> <li>12. obtaining a Government Agency approval, permit or licence;</li> <li>13. an electricity company, utility or other third party performing any works or providing any other inputs, including as part of any design process conducted in conjunction with <b>nbn</b>;</li> <li>14. a Monitoring Status being applied to any Trouble Ticket;</li> <li>15. a Held Status being applied to any order or Trouble Ticket for <b>nbn</b> to perform any Design Site Qualification, a Network Activity or Interference Mitigation; or</li> <li>16. any other matter, thing, event or circumstance as determined by <b>nbn</b> from time to time provided that: <ol style="list-style-type: none"> <li>(i) <b>nbn</b> has first consulted with WBA customers in relation to <b>nbn</b>'s proposal to extend the period for measuring End User Connection and End User Fault rectification service levels in response to that matter, thing, event or circumstance;</li> <li>(ii) <b>nbn</b> has informed the ACCC of the outcome of <b>nbn</b>'s consultation with Access Seekers; and</li> <li>(iii) the ACCC does not notify <b>nbn</b> that the ACCC objects to <b>nbn</b> proceeding with its proposal.</li> </ol> </li> </ol> <p><b>nbn</b> confirms this is an exhaustive list of exclusions for End User Connection and End User Fault rectification service levels. For clarity, this list does not limit the exclusions that <b>nbn</b> may apply to the measurement of any other service levels, including in respect of Appointments related to End User Connections or End User Faults.</p>

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<b>Real-Time Order and Incident Management</b>	<ul style="list-style-type: none"> <li>No commitments in relation to provision of such information.</li> <li><b>nbn</b> currently provides RSPs with 'near to real time' reporting for connections and faults.</li> </ul>	<ul style="list-style-type: none"> <li>Existing 'near to real time' RSP reporting for connections and faults will be accompanied by a new "Supplementary Service Level Report" which will contain details regarding <b>nbn's</b> performance at a greater level of granularity. This reporting will be subject to WBA Standard Process change rights and processes.</li> <li>SLA outcomes and exclusion data and reporting in <b>nbn's</b> Service Portal and the B2B system via operational changes, rather than WBA4 commitments.</li> <li>Service level reports will be delivered via B2B APIs to allow easier consumption by RSPs. New weekly service level reports will be provided to RSPs via <b>nbn's</b> Customer Centre, which is an expansion of current monthly commitments.</li> </ul>
<b>Service Level Reporting</b>	<ul style="list-style-type: none"> <li><b>nbn</b> provides detailed monthly performance reporting to RSPs on their own performance outcomes within 10 business days of the relevant month.</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will provide clearer commitments in relation to the level of detail provided in the monthly reports, which will continue to be provided within 10 business days of the end of the month.</li> <li><b>nbn</b> will also provide RSPs with overall performance data across all RSPs, broken down by location, service class and network, with the exception of information that would disclose the confidential information of an RSP (e.g. Priority Assistance performance)</li> </ul>
<b>Support for Consumer Safeguards</b>	<ul style="list-style-type: none"> <li>No commitments in relation to how <b>nbn</b> addresses any future changes to the consumer safeguards framework.</li> </ul>	<ul style="list-style-type: none"> <li><b>nbn</b> will provide RSPs with a contractual commitment to conduct a 4 week consultation with a view to potentially changing the WBA if a Regulatory Event occurs and the RSP identifies that they cannot comply with an obligation imposed under an applicable law as a result of a Regulatory Event and comply with the WBA, unless the WBA is changed.</li> </ul>
<b>Payment of rebates</b>	<ul style="list-style-type: none"> <li>Initially WBA3 required RSPs to make a claim in relation to Connection and Service Fault rebates when <b>nbn</b> did not meet the 90% Performance Objective. The Service Levels Improvements variation agreement offered by <b>nbn</b> in October 2018 removed the requirement to make a claim in relation to most commercial rebates.</li> </ul>	<ul style="list-style-type: none"> <li>TC-4 and TC-2 rebates will be paid automatically by <b>nbn</b>, with no requirement for RSPs to claim them. Current claim processes will continue to apply in relation to Enterprise Ethernet services.</li> </ul>