

27 February 2013

Ms Melanie Brandis  
Director – Enforcement and Compliance Communications Group  
Australian Competition and Consumer Commission  
GPO Box 520  
Melbourne 3001 VIC

BY EMAIL TO [statementdifferences@acc.gov.au](mailto:statementdifferences@acc.gov.au)

AND TO [accessagreements@acc.gov.au](mailto:accessagreements@acc.gov.au)

Your Reference 47197  
Attention Rebecca Larson

### Statement of Differences between Final Access Determination and Access Agreement between CNT Corp Pty Ltd and Clear Networks Pty Ltd

I act for CNT Corp Pty Ltd and refer to your letter of 23 January 2013 to Messrs Cooper Mills,  
Lawyers also acting on behalf of CNT Corp Pty Ltd.

#### Access Agreement

CNTCorp Pty Ltd notes that the LBAS Access Declaration requires Access Agreements for wholesale layer 2 bitstream services that are executed after 1 January 2012 to be lodged with the ACCC pursuant to Sections 152BEA and 152BEB of the *Competition and Consumer Act 2010 (CCA)*.

Enclosed for your attention please find:

- Access Agreement between RedTrain Networks Pty Ltd (as agent for undisclosed principal for CNTCorp Pty Ltd) and Clear Networks Pty Ltd ("**Access Agreement**") dated 14 June 2012 (marked up to identify the differences to the Access Determination under the CCA); and
- Price Schedule of CNTCorp Pty Ltd as presented to any access seekers by its agents RedTrain Networks Pty Ltd.

I confirm that CNT Corp Pty Ltd complies with Sections 152BEA and 152BEB of the CCA.

## Statement of Differences between the Access Agreement and Access Determination

In regard to your letter dated 11 February 2013, please regard this letter and the attached marked up version of the Access Agreement as the Statement of Differences in relation to the Access Agreement and the Access Determination under section 152BEBF of the CCA ("**Statement of Differences**").

In relation to requirements of a Statement of Differences and the Access Agreement, I advise that:

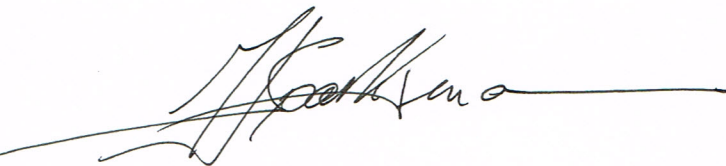
Names of the Parties to the Access Agreement are:	<b>Redtrain Networks Pty Ltd</b> (ACN 153 859 244) as a licenced carrier and agent for undisclosed principal CNTCorp Pty Ltd as the Access Provider; and <b>Clear Networks Pty Ltd</b> (ACN 003 510 861) as the "Access Seeker" or "Customer".
Commencement Date of Access Agreement:	14 June 2012
Expiry Date of the Access Agreement:	The Access Agreement ends: <ul style="list-style-type: none"> <li>(a) if it is terminated under Part V of that agreement, or any other provision that expressly provides for termination; or</li> <li>(b) Six months after the Effective Date (ie. 14 June 2012) (provide that if at that time any current Service Contracts are in force, the Access Agreement remains in force with respect to those Service Contracts until the earlier of: <ul style="list-style-type: none"> <li>(I) Customer (Access Seeker) giving 7 days notice of their termination; and</li> <li>(II) The date they would have terminated but for the expiry of the Access Agreement.</li> </ul> </li> </ul>
If the statement relates to differences to a Standard Form of Access Agreement, the cover letter must identify whether or not the differences will be reflected in amendments to the Standard Form of Access Agreement, and if so by when these amendments will be made;	Not applicable
If the differences are also proposed to be offered to access seekers that are under existing Access Agreements, the cover letter must indicate by when these access seekers will be offered the opportunity to amend their Access Agreements; or	Not applicable
If the differences are not going to be offered to other access seekers, the cover letter must also outline broadly the implications the differences are likely to have for competition, use of the network access provider's network, and investment in that network.	Access Agreement will be offered to other access seekers.



The attached marked up version of the Access Agreement deletes the provisions of the Access Determination that are different and inserts the Access Agreement provisions that are different. The effect of that process is that the Access Determination is deleted and the Access Agreement is inserted in lieu thereof.

Please do not hesitate to contact the writer if you have any questions.

Yours faithfully

A handwritten signature in black ink, appearing to read "Michael Sparksman", with a long horizontal line extending to the right.

Michael Sparksman  
Principal