

# Service Levels Schedule

Facilities Access Service Module

Wholesale Broadband Agreement



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.



# Service Levels Schedule

## Facilities Access Service Module

## Wholesale Broadband Agreement

Version	Description	Effective Date
5.0	First issued version of WBA 5	1 December 2023

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### Environment

**nbn** asks that you consider the environment before printing this document.

## Introduction

This document describes the Service Levels that apply to the Facilities Access Service. It also sets out the Performance Objectives that **nbn** will aim to achieve for certain Service Levels.

Failure to achieve a Performance Objective may give rise to consequences, such as an obligation on **nbn** to take Corrective Action.

This document forms part of the Facilities Access Service Module.

## Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

### Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives. While not achieving a Service Level or Performance Objective is not a breach of this Agreement, **nbn** may be required to take Corrective Action under Part B if it does not meet a Performance Objective.

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### Part B: Measurement and Corrective Action

Part B sets out **nbn**'s measurement, monitoring and reporting obligations and the mechanics involved in Corrective Action if **nbn** does not meet a Performance Objective.

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### Part C: Operational Targets

Part C contains **nbn**'s aspirational Operational Targets, which may be developed into Service Levels in the future. These Operational Targets are non-binding.

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### Part D: Interpretation and exclusions

Part D contains the rules of interpretation and exclusions which apply to this Service Levels Schedule for the Facilities Access Service.

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## Part A: Service Levels

Section 1 sets out the Service Levels that **nbn** offers for Facilities Access Service orders.

### 1. Facilities Access Service Orders

#### 1.1 Service Levels for Facilities Access Service Order Processing

The Service Levels for Facilities Access Service Order Processing from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Allocation and set-up of rack space for Co-location with or without ODF Termination or Cross Connect	10
Performance of ODF Termination or Cross Connect (without allocation and set-up of rack space for Co-location)	2
Preliminary order assessment for the <b>nbn</b> <sup>®</sup> Building Entry Service	5

#### 1.2 Service Levels for Facilities Access Service Order Completion

The Service Levels for Facilities Access Service Order Completion from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Allocation and set-up of rack space for Co-location, with or without ODF Termination or Cross Connect (excludes where augmentation is requested pursuant to section 7.2(a)(iii) of the <a href="#">Facilities Access Service – Service Description</a> ).	20
Performance of ODF Termination with or without Cross Connect (without allocation and set-up of rack space for Co-location)	10 + 5 if POI Site outside Urban Area
Performance of Cross Connect – Connect Order or Disconnect Order	5 + 5 if POI Site outside Urban Area
Performance of Cross Connect – Modify Order	20
Completion of Feasibility Study for the <b>nbn</b> <sup>®</sup> Building Entry Service	15

#### 1.3 Performance Objectives

**nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Activity	Performance Objective
Facilities Access Service Order Processing performed in accordance with the applicable	90%

Part A: Service Levels

Activity	Performance Objective
Service Levels	
Facilities Access Service Order Completion performed in accordance with the applicable Service Levels	90%

Each of these Performance Objectives will be measured based on the total number of all of **nbn's** retail service providers' Facilities Access Service orders processed or completed (as the case may be) each month.

## Part B: Measurement and Corrective Action

### 2. Measurement

#### 2.1 Measurement and monitoring

**nbn** will measure and monitor its performance, and produce reports based on that information, in relation to each Activity (**Performance Reports**).

#### 2.2 Information accuracy

- (a) Performance Reports and any measurement and monitoring information produced by **nbn** are the Confidential Information of **nbn**.
- (b) **nbn** will:
  - (i) use its reasonable endeavours to:
    - (A) ensure that the Performance Reports generated by the measurement and monitoring tools are accurate (including by correcting any inaccuracies); and
    - (B) notify RSP within 10 Business Days of becoming aware of any inaccuracy; and
  - (ii) engage an independent auditor to review the general accuracy of its measurement and monitoring tools at least once during the Term and notify RSP of the outcome of that review.

#### 2.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on its performance of:
  - (i) the Activities in each month, on or about 20 Business Days after the end of the month; and
  - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the Quarter.
- (b) **nbn** may, from time to time, include additional information about **nbn**'s performance in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

#### 2.4 Data Enquiries

- (a) RSP may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) within 6 months after the end of the period to which the Performance Report applies.
- (b) **nbn** must use reasonable endeavours to respond to a Data Enquiry within 10 Business Days after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

## 3. Corrective Action

### 3.1 Corrective Action

- (a) Subject to section 3.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
- (i) inform RSP of the reasons for that non-achievement;
  - (ii) provide RSP with a corrective action plan that sets out the relevant Corrective Action that **nbn** will undertake to address the non-achievement;
  - (iii) undertake the relevant Corrective Action; and
  - (iv) notify RSP as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:
- (i) take each action in section 3.1(a) as soon as reasonably practicable following the identification of the non-achievement of a Performance Objective by **nbn**; and
  - (ii) provide a corrective action plan under section 3.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 2.3.

### 3.2 Conditions

**nbn** is not required to provide the information set out above or undertake any Corrective Action in a measurement period if **nbn** has already provided information or performed, or is in the process of performing, Corrective Action in relation to an earlier event with the same cause as the subsequent event.

## Part C: Operational Targets

### 4. Operational Targets

The Operational Targets are non-binding and aspirational. They may be developed into Service Levels in the future.

#### 4.1 Co-location Augmentation

**nbn**'s Operational Targets for Facilities Access Service Order Completion from the time of Order Acknowledgement are:

Operational Target activity	Operational Target
Completion of a Modify Order to augment an existing Co-Location fibre tie cable configuration.	80 Business Days
Allocation and set-up of rack space for Co-location, with or without ODF Termination or Cross Connect, where augmentation is requested pursuant to section 7.2(a)(iii) of the <a href="#">Facilities Access Service – Service Description</a> .	80 Business Days



## Part D: Interpretation and Exclusions

### 5. Interpretation

#### 5.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule for the Facilities Access Service are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 8:00am to 5:00pm local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
Facilities Access Service Order Processing	8:00am to 5:00pm Australian Eastern Time on Business Days

- (c) Unless specified otherwise, measurement of **nbn**'s performance:
- (i) starts:
- (A) during Operational Hours, immediately; and
- (B) outside of Operational Hours, at the start of the next Operational Hour, after Order Acknowledgement; and
- (ii) ends at the time at which **nbn** notifies RSP (by any means permitted under this Agreement) that **nbn** has successfully completed the relevant work, or rejects or cancels the order in accordance with this Agreement.
- (d) If:
- (i) a 'Pending' Status is applied to any order; or
- (ii) a 'Held' Status is applied to any order due to a matter beyond **nbn**'s control, measurement of **nbn**'s performance will be suspended for the period that matter causes or contributes to that status.

#### 5.2 Calculating time

- (a) Unless otherwise specified:

If the period of time is expressed to	then the period of time
occur within a number of Business Days	<ul style="list-style-type: none"> <li>ends at the end of the last Operational Hour on the last of those Business Days; and</li> <li>excludes the day on which the relevant order is placed.</li> </ul>

- (b) For the purposes of calculating the Business Day on which **nbn** completes an Activity, if **nbn** completes an Activity outside of Operational Hours, the Activity is deemed to have been completed during the immediately preceding Operational Hour.

### 5.3 Pro Rata measurement

If this Agreement is executed, terminated or expires part way through a measurement period, the measurement of **nbn**'s performance under this Service Levels Schedule for the Facilities Access Service will be pro-rated to reflect that shorter period.

## 6. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this Service Levels Schedule for the Facilities Access Service and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.
- (b) Service Levels and Performance Objectives do not apply for the period and to the extent that:
  - (i) **nbn**'s ability to perform a relevant Activity is adversely affected by any inability of **nbn** or its Personnel to gain access to a location necessary to perform works;
  - (ii) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels or Performance Objectives; or
  - (iii) **nbn**'s ability to perform a relevant Activity is adversely affected by an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.