

nbn™ Fibre Connect Program Terms and Conditions

nbn™ Fibre Connect ('Upgrade') is offered in accordance with these Terms and Conditions.

Eligibility

1. The Upgrade to Fibre to the Premises (FTTP) is only available to selected areas which **nbn** have identified as eligible for customers with the following technology:

- a. Fibre to the Node (FTTN); or
- b. Fibre to the Curb (FTTC),

('Eligible Customers').

2. The installation of FTTP itself is free and will be managed by **nbn**, but will require an appointment to install.
3. Commander accepts no responsibility for the Upgrade to the extent which it is managed or implemented by **nbn**. To the extent permitted by law, Commander will not be liable for any loss or damage suffered to any person or property by reason of any conduct of **nbn** or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services associated with the Upgrade by any person to an Eligible Customer.
4. Commander will not be testing the speed of your connection before the Upgrade.
5. The minimum service that is made available by Commander for the Upgrade for FTTN will be:
 - a. Premium (100/40 Mbps);
 - b. Superfast (250/100 Mbps); or
 - c. Superfast II (500/200 Mbps).
6. The minimum service that is made available by Commander for the Upgrade for FTTC will be:
 - a. Superfast (250/100 Mbps); or
 - b. Superfast II (500/200 Mbps).
7. The provision of your Commander **nbn** service will be subject to Commander's standard terms and conditions on its website.

Installation

8. **nbn** will complete an initial scope prior to the installation and may determine that extra infrastructure (e.g. conduit

and trenching) may be required to complete the installation. If this is the case, the cost of that extra infrastructure must be paid by the Eligible Customer.

9. **nbn** will confirm with Commander when the installation is completed.

Existing Service

10. Once your fibre service (Upgrade) has been connected and is up and running, your existing Commander service (FTTN or FTTC) will be disconnected once dataflow is detected on the new upgraded service or you have confirmed this with Commander. If your existing service is not with Commander, it is your responsibility to have it disconnected.
11. You can choose to not have this disconnected and use this service until **nbn** automatically disconnects this service (this is usually about 12 month following the completion of the Upgrade).

Billing

12. Your monthly invoice following the completion of the Upgrade will consist of:
 - a. Your Plan Today (if with Commander) – up until it has been disconnected; and
 - b. Your Plan After Fibre Upgrade.

General

13. You will be charged a \$220 fee passed on from **nbn** if you:
 - a. cancel your service(s);
 - b. downgrade your speed;
 - c. Transfer to another Service Provider; or
 - d. Disconnect the service, within the first 12 months of the completion date of the Upgrade.