

# E.Tel nbn<sup>TM</sup> Terms and Conditions

## 1. Overview

1.1 These Terms and Conditions apply to all NBN services provided by E.Tel (hereafter referred to as "the Service").

1.2 The Service is delivered over the infrastructure of NBN Co and supports the following technologies:

- Fibre to the Premises (FTTP)
- Fibre to the Node (FTTN)
- Fibre to the Curb (FTTC)
- Fibre to the Building (FTTB)
- Hybrid Fibre Coaxial (HFC)
- Fixed Wireless (FW)

## 2. Eligibility and Service Availability

2.1 E.Tel nbn<sup>TM</sup> services are available to customers in areas designated by NBN Co as serviceable with the technologies listed above.

2.2 The speed tiers offered may depend on the technical capabilities of NBN infrastructure at your premises. E.Tel will assist in verifying the available speed tiers during the sign-up process.

2.3 If the chosen speed tier is unsupported due to technical limitations, customers will have the option to downgrade to a supported speed tier or exit their plan without penalty.

2.4 If a service cannot be connected at the customer's location due to technical or infrastructure limitations, E.Tel will contact the customer to discuss alternative options. If we cannot reach you after reasonable attempts, your order will be canceled.

## 3. Installation and Equipment

3.1 Standard Installation: Installation of NBN services is managed by NBN Co. Standard installations are free; however, customers may incur additional costs for non-standard installations, such as extra cabling or electrical work.

3.2 Customer Premises Equipment (CPE): Customers may purchase NBN-compatible modems or routers through E.Tel. Alternatively, customers can use their own equipment, provided it is compatible.

3.3 Power Requirements: E.Tel nbn™ service does not include a backup power supply, and services, including VoIP, will not function during power outages.

#### **4. Installation Process**

##### 4.1 Transitioning Services:

- a. If transferring an active service to E.Tel before upgrading to FTTP, customers will be connected to a plan compatible with the existing technology ("Available Plan") until the FTTP installation is complete ("Transition Period"). Charges for the Available Plan will apply during this period.
- b. NBN Co will confirm with E.Tel once the FTTP installation is finalized.
- c. Customers can request to downgrade their speed tier during the Transition Period without affecting the Upgrade.
- d. During the Transition Period, customers may experience lower speeds than the maximum attainable speed for the Available Plan.
- e. If the Transition Period exceeds 28 days or maximum speeds are not achieved during this time, no compensation will be provided, as permitted by law.

##### 4.2 Direct FTTP Upgrades:

- a. For customers opting for an FTTP upgrade during their initial E.Tel connection, the installation and activation date will be determined by NBN Co and agreed upon with the customer.
- b. Existing customers upgrading to FTTP will remain on their current plan until the Upgrade is complete, at which point they will transition to their chosen plan.

##### 4.3 Technician Visits:

- a. Two visits from NBN Co technicians are required for FTTP upgrades.
- b. The first visit involves inspecting the current connection and performing preparatory work on the home's exterior. This visit does not require the customer to be home.
- c. The second visit involves installing necessary hardware inside the home and completing any outstanding work from the first visit. Customers must be home for this visit, and E.Tel will coordinate an appointment with NBN Co.
- d. Missed Appointments & Late Cancellations: If the customer is not home for the scheduled technician visit or cancels within 24 hours of the appointment, a \$75 missed appointment fee will be charged.

##### 4.4 Installation Costs:

- a. FTTP installations are free for standard NBN installations. Standard installations involve placing the NBN connection device on an external wall, close to the fiber infrastructure in the street, typically near the driveway or closest front corner.
- b. Additional costs may apply for non-standard installations, such as extended cabling or electrical work to power the connection device or relocating it elsewhere in the home. These costs are the customer's responsibility.

## **5. Your Upgraded Service**

5.1 Service Connection Testing: E.Tel will not conduct speed testing of your connection before the Upgrade.

5.2 Minimum Service for Upgrades:

- Customers upgrading from FTTN will receive a minimum service tier of NBN100 or Home Superfast.
- Customers upgrading from FTTC will receive Home Superfast as the minimum available service.

5.3 Terms of Service: The provision of your E.Tel nbn™ service will adhere to E.Tel's standard terms and conditions.

## **6. Billing and Charges**

6.1 Billing Cycle: The billing cycle runs from the first to the last day of each calendar month. Charges for the first month are prorated based on the activation date.

6.2 Payments: Payments must be made via direct debit using a nominated bank account or credit card.

6.3 Additional Charges: Additional fees may apply for services exceeding the included allowances, non-standard installations, or any optional features added to the service.

6.4 Customers are responsible for any additional fees related to non-standard installations, such as extended cabling or modifications to power the connection device.

## **7. Service Speeds and Performance**

7.1 The advertised speed tiers (e.g., 25/5 Mbps, 50/20 Mbps) represent maximum attainable speeds under optimal conditions. Factors that may affect speed include:

- Network congestion
- Modem or router performance
- Wi-Fi interference and distance from the modem
- Internal wiring at the premises.

7.2 E.Tel will assess the maximum achievable speeds at a customer's premises during setup. Customers will be notified if the selected speed tier is not supported, and they will have options to modify or cancel the plan.

7.3 Customers are responsible for ensuring their equipment (modem/router) is compatible with the E.Tel nbn™ service. E.Tel cannot guarantee performance if non-compatible devices are used.

## **8. Plan Changes, Cancellations, and Termination**

8.1 Customers may request to change their plan at any time. Requests submitted before the 15th of the month will take effect on the first day of the following month.

8.2 Cancellation requires a 30-day notice. Charges for the final billing period will be prorated based on the cancellation date.

8.3 Customers relocating may be required to switch to a different plan if the same service is unavailable at their new address. Relocation charges may apply, and any billing adjustments will be communicated upfront.

## **9. Liability and Limitations**

9.1 E.Tel is not liable for losses or damages caused by delays, disruptions, or faults attributed to third-party providers, including NBN Co.

9.2 Customers are responsible for ensuring the security and proper use of their service. Misuse or illegal activity may result in service suspension or termination.

## **10. Amendments**

10.1 E.Tel reserves the right to amend these Terms and Conditions. Customers will receive prior notification of any changes, with a minimum of 30 days' notice.

## **11. Contact and Support**

If you have any questions, contact our support via [support@etel.com.au](mailto:support@etel.com.au) or call us on 1300 383 588 for urgent connection issues.