



Draft only

## Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Declaration 2019

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I, Mitch Fifield, Minister for Communications and the Arts, make the following Declaration.

Dated

Mitch Fifield **DRAFT ONLY—NOT FOR SIGNATURE**  
Minister for Communications and the Arts

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**[Draft 05 Feb 2019]**



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## 1 Name

This instrument is the *Telecommunications (Carrier Licence Conditions - Telstra Corporation Limited) Declaration 2018*.

## 2 Commencement

This instrument commences on the day after this instrument is registered.

## 3 Authority

This instrument is made under subsection 63(2) of the *Telecommunications Act 1997*.

## 4 Definitions

In this instrument:

*Act* means the *Telecommunications Act 1997*.

*ACCC* means the Australian Competition and Consumer Commission.

*ACMA* means the Australian Communications and Media Authority.

*customer* includes the nominee of a customer.

*emergency call service* has the meaning given by section 7 of the Act.

*emergency service* means a service mentioned in paragraph (b) of the definition of *emergency call service* in section 7 of the Act.

*ESA* means a Telstra Exchange Service Area specified in Part K of the Telstra 'Home and Family Terms' Section of the document known as 'Our Customer Terms' as published on the licensee's website from time to time.

*FSA* means:

- (a) an area that the licensee treated as a Field Service Area as at 21 November 2002; or
- (b) another area as agreed in writing between the licensee and the ACMA from time to time.

*inoperative* in relation to an STS, means:

- (a) an absence of dial or ring tone; or
- (b) an inability to make or receive calls; or
- (c) disruption to communications because of excessive noise levels; or
- (d) repetition of service cut off; or
- (e) another condition that makes the service wholly or substantially unusable.

*licensee* means Telstra Corporation Limited (ACN 051 775 556).

*location dependent carriage service* means a carriage service that depends for its provision on the availability of information about the street address of the caller.

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**Minister** means the Minister responsible for administering the *Telecommunications Act 1997*.

**operator assistance service** means a service involving the connection of a telephone call by an operator.

**operator services** means:

- (a) services for dealing with faults and service difficulties; and
- (b) services of a kind specified in regulations made under the Act.

**priority assistance** means those services supplied to priority customers under the priority assistance policy implemented under section 12.

**public number** has the same meaning as in the Act.

**payphone** has the same meaning as in section 9C of the T(CPSS) Act.

**STS** means the standard telephone service supplied by the licensee in fulfilment of its universal service obligation under Part 2 of the T(CPSS) Act.

**T(CPSS) Act** means the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.

**unlisted number** means one of the following kinds of numbers as specified in the numbering plan made under subsection 455(1) of the Act:

- (a) a mobile number, unless the customer and the carriage service provider that provides the mobile service to the customer agree that the number will be listed;
- (b) a geographic number that the customer and the carriage service provider that provides services for originating or terminating carriage services to the customer agree will not be included in the directory;
- (c) the number of a payphone;
- (d) a number that when dialled, gives access to a private telephone exchange extension that the customer has requested not be included in the directory.

**working day**, in a location, means a day that is not a Saturday, Sunday or public holiday in the location.

## 5 Repeal

Each instrument that is specified in Schedule 2 to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

## 6 Compliance

The licensee must comply with its obligations under sections 7, 8, 9 and 10 to the extent made possible by the information provided by carriage service providers under section 10 of Schedule 2 to the Act.

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## 7 Operator services

The licensee must make operator services available to the end-users of STS supplied by the licensee.

## 8 Directory assistance services

The licensee must make directory assistance services available to the end-users of STSs supplied by the licensee.

## 9 Alphabetical public number directory

- (1) The licensee must produce an alphabetical public number directory:
    - (a) annually; and
    - (b) on substantially the same basis as the licensee produced and distributed a directory in 1997; and
    - (c) in volumes by geographic area; and
    - (d) subject to subsection 9(8)—that includes all customers of carriage service providers supplied with an STS, regardless of who supplies them with that service.
  - (2) The licensee must arrange to publish and distribute the directory to its own customers and the customers of other carriage service providers (or the nominees of the customers).
  - (3) The licensee must not charge a customer of a carriage service provider for one standard entry.
  - (4) A standard entry must include:
    - (a) a name and address; and
    - (b) one public number that is:
      - (i) if requested by the customer—the customer’s mobile phone number; or
      - (ii) the customer’s geographic number.
- Note: The ACMA may give written directions to the licensee under subsection 581(1) of the Act about complying with this subsection (e.g. promotion of a customer’s choice, if the customer receives multiple services, in the identification of the entry that is to be treated as a standard entry).
- (5) The licensee must include in the directory a customer’s facsimile number if asked by the customer.
  - (6) The licensee must provide entries in the directory, and services for not including details of a customer in the directory, for a customer of another carriage service provider on conditions that are no less favourable than for a customer of the licensee.
  - (7) The licensee must ensure, to the greatest extent practicable, that the directory does not include details of a customer whose number is an unlisted number.
  - (8) The licensee must ensure, to the greatest extent practicable, that it does not promote the licensee’s carriage services or other goods and services unrelated to

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the directory entry during any contact it has with a customer of another carriage service provider for purposes related to the provision of services in a directory.

- (9) The directory must be provided without charge to a customer:
- (a) as a book; or
  - (b) if the customer agrees—in another form.

Note: It is intended to make sure the licensee maintains an updated version of the current White Pages directory and makes it available to its own customers and the customers of other carriage service providers (or the nominees of the customers) on substantially the same basis as the White Pages have been produced and distributed before the licence came into force.

## **10 Integrated public number database**

- (1) The licensee must establish and maintain an industry-wide integrated public number database to provide information for purposes connected with the following activities:
- (a) providing directory assistance services;
  - (b) providing operator services or operator assistance services;
  - (c) publishing public number directories;
  - (d) providing location dependent carriage services;
  - (e) the operation of emergency call services or assisting emergency services under Part 13 of the Act;
  - (f) assisting enforcement agencies under Part 13 of the Act;
  - (g) satisfying its obligations under section 313(3) or (4) of Part 14 of the Act;
  - (h) any other activities specified by the ACMA by written notice to the licensee.

Note: A public number directory includes classified business directories like the Yellow Pages and specialist trade directories.

- (2) The licensee may use the database, and any information derived from it, only for the purposes mentioned in subsection 10(1).

Note: The ACMA may give written directions to the licensee under subsection 581(1) of the Act about complying with this subsection (e.g. how it will control transfer of information to and from the database and restrictions it will place on access by its employees).

- (4) The database must include, for each number of a customer of each carriage service provider:
- (a) the number; and
  - (b) the name of the customer; and
  - (c) the address of the customer; and
  - (d) the service location, if practicable; and
  - (e) the name of the carriage service provider that provides:
    - (i) services for originating or terminating carriage services to the customer; or
    - (ii) public mobile telecommunications services to the customer; and
  - (f) whether the telephone is to be used for government, business, charitable or private purposes, if practicable; and

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- (g) any other information required by the ACMA by written notice to the licensee.
- (5) The database must show if a telephone number is an unlisted number.
- (6) The database must include, for each payphone, its public number and location.
- (7) If a carriage service provider asks for access to information from the database, the licensee must give access only for the purpose of helping the provider:
- (a) to provide its own directory assistance services; or
  - (b) to provide its own operator services or operator assistance services; or
  - (c) to produce a public number directory; or
  - (d) to provide its own location dependent carriage services; or
  - (e) to provide information for the operation of emergency call services or assisting emergency services or emergency warnings under Part 13 of the Act; or
  - (f) to satisfy its obligations under section 313(3) or (4) of Part 14 of the Act; or
  - (g) to provide services connected with the matters mentioned in paragraphs 11(7)(a), (b), (c) and (d); or
  - (h) to undertake any other activities specified by the ACMA by written notice to the licensee.
- (8) The licensee must give information from the database, about its own customers and customers of other carriage service providers, that is required under subsection 313(3) or (4) of the Act.
- (9) Access under subsection 10(7) is subject to:
- (a) conditions:
    - (i) agreed between the parties; or
    - (ii) if the parties do not agree—determined by an arbitrator appointed by the parties; or
    - (iii) if the parties do not agree on the appointment of an arbitrator—determined by the ACCC;
  - (b) Part 13 of the Act; and
  - (c) Part 14 of the Act.
- (10) For a determination of price or price-related conditions under subparagraph 10(9)(a)(ii) or (iii), an arbitrator or the ACCC must consider only:
- (a) the direct costs (including labour and direct administration costs) incurred by the licensee in complying with subsection 10(7); and
  - (b) a reasonable contribution to a normal return on the capital expended in establishing and maintaining the integrated public number database.
- (11) A request under subsection 10(7) may be:
- (a) a single request; or
  - (b) part of a continuing arrangement between the licensee and the provider.

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- (12) A request under subsection 10(8) may be:
- (a) a single request; or
  - (b) part of a continuing arrangement between the licensee and the officer or authority that makes the request.

## 11 Disclosure of Specified Premises Location Information to NBN Co

(1) In this section 11:

**access technology** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**active service** means, as at any Report Date, a wholesale carriage service:

- (a) supplied by the licensee at an Eligible Premises;
- (b) which uses a Copper Path; and
- (c) which, according to the licensee's systems, has not been disconnected from any of the licensee's networks.

**Amending Declaration** means the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2018)*.

**Australian Consumer Law** has the meaning given to the term in the *Competition and Consumer Act 2010*.

**Australian Address Reference File** means the dataset or addresses, information related to those addresses, and other address' related information, compiled and maintained by Australia Post.

**Changed Technology Extension Date**, for a special service or special service input, means the date by which the service or input is required to be disconnected, where the date was determined:

- (a) as a result of either of the following:
  - (i) NBN Co having notified the licensee after the date that is 6 months before the disconnection date for the rollout region in which the premises is located of a change in access technology that NBN Co uses, or proposes to use, to make that premises NBN Serviceable;
  - (ii) NBN Co having first notified the licensee after the date that is 6 months before the disconnection date for the rollout region in which the premises is located of the access technology that NBN Co uses, or proposes to use, to make that premises NBN Serviceable; and
- (b) in accordance with provisions of the migration plan of the kind referred to in subsection 18(6) of the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Copper Path** means a logical path built over a copper line or series of copper lines used to provide a carriage service at a premises.

**Copper Service** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Definitive Agreements** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

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**disconnection date** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Eligible Premises** means, in respect of a Report Date for a kind of active service mentioned in paragraphs 11(2)(a) to (g), a premises that, as at that Report Date:

- (a) is in the fixed footprint list for a rollout region; and
- (b) to the extent the Report Date is for a kind of active service that is an Eligible Special Service—is a premises in relation to which NBN Co has notified the licensee of the access technology that NBN Co has used, or proposes to use, to make the premises NBN Serviceable; and
- (c) that the licensee expects will be required to be disconnected in relation to an active service of that kind.

**Eligible Special Service** means a special service or special service input that:

- (a) is in an SS Class for which a Special Service Disconnection Date has been determined in accordance with a white paper covering that SS Class; and
- (b) the licensee expects will be required to be disconnected:
  - (i) by no later than the date that is 25 working days after the Special Services Disconnection Date for the SS Class; or
  - (ii) in accordance with provisions of the migration plan of the kind referred to in subsection 18(6) of the *Telecommunications (Migration Plan Principles) Determination 2015* that relate to Changed Technology Extension Dates; or
  - (iii) if the service or input is supplied to a premises that is not an in train order premises—following the disconnection date for the rollout region of the premises to which the service or input is supplied, in accordance with provisions of the migration plan of the kind referred to in paragraphs 12(6)(b) or (d) of the *Telecommunications (Migration Plan Principles) Determination 2015*.

**fixed footprint list** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**historical footprint list** means an address list provided by NBN Co to retail service providers that details the then current rollout regions, including the address information and the service class for each premises included in that list.

**in train order premises** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**in train order list** means the list of in train order premises prepared by NBN Co and notified to the licensee in accordance with the Definitive Agreements.

**Information Campaign and Migration Deed** means the deed of the same name entered into between the licensee and the Commonwealth, as amended from time to time.

**MDU common area** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**migration** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

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**migration plan** means the final migration plan in force at the commencement of the Amending Declaration, including as varied from time to time in accordance with section 577BF of the Act.

**NBN based service** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**NBN Co** means NBN Co Limited (ACN 136 533 741), as the company exists from time to time (even if its name is later changed).

**NBN Co Communications Policies** means business rules, codes of practice and policies of NBN Co relating to marketing and communications with end-users (if any) as these exist from time to time.

**NBN Connected** means:

- (a) an FTTB-Connected Premises; or
- (b) an FTTN-Connected Premises; or
- (c) an FTTP-Connected Premises; or
- (d) an HFC-Connected Premises,

in each case, as those terms are defined in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**NBN Co fixed-line network** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**NBN Service** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**NBN Serviceable** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**national broadband network** has the same meaning as in the *National Broadband Network Companies Act 2011*.

**Permitted Purpose** means a purpose permitted under subsections 11(7) and 11(8).

**premises** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Privacy Laws** means the *Privacy Act 1988* (Cth), Part 13 of the Act and any guidelines relating to Personal Information issued by the Office of the Australian Information Commissioner or Privacy Commissioner (or such officer or commissioner, as applicable, as replaces it to assume oversight with respect to the Privacy Laws from time to time).

**Recipient Entities** means employees and officers of NBN Co, any contractor of NBN Co engaged for the purposes referred to in subsection 11(6) (or any sub-contractors of such a person) and, for disclosures of a campaign list derived using or comprising Specified Premises Location Information only, any marketing contractor (and any sub-contractors of such a person) engaged by NBN Co for the Restricted Permitted Purpose.

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**Related Entities** means each related body corporate of the licensee and any entity which is controlled by the licensee, from time to time.

**Report Date:**

- (a) for standard active services and Eligible Special Services covered by subparagraph (b)(iii) of the definition of that expression—means each of the following dates that occurs in relation to a rollout region at any time during the period from and including the date on which the Amending Declaration commenced to the Rollout Completion Date:
  - (i) each date that is 12, 9, 6, 5, 4, 3, 2 or 1 calendar months before the disconnection date for the rollout region;
  - (ii) the disconnection date for the rollout region;
  - (iii) the date that is 25 working days after the disconnection date for the rollout region; and
- (b) for active services supplied to an in train order premises—means each date that is 60 or 120 working days after the disconnection date for a rollout region; and
- (c) for active services supplied to an MDU common area—means each of the following dates that occurs in relation to a rollout region:
  - (i) each 31 May and 30 November that occurs after the disconnection date for the rollout region, but before the first date that occurs for the rollout region under subparagraph (iii);
  - (ii) the date that is the later to occur of the date that is 24 months after the Rollout Completion Date and the date that is 20 working days after the disconnection date for the rollout region;
  - (iii) each date that is 6, 5, 4, 3, 2 or 1 calendar months before the later date mentioned under subparagraph (ii) for the rollout region; and
- (d) for active services that are Eligible Special Services covered by subparagraph (b)(i) of the definition of that expression—means each date that is 24, 18, 12, 6, 5, 4, 3, 2 or 1 calendar months before the Special Service Disconnection Date for the SS Class of any of those active services; and
- (e) for active services that are Eligible Special Services covered by subparagraph (b)(ii) of the definition of that expression—means each date that is 6, 5, 4, 3, 2 or 1 calendar months before the Changed Technology Extension Date for any of those active services; and
- (f) in any case—also includes any other date which the licensee (at its discretion) notifies NBN Co in writing will be a Report Date for a specified kind of active service.

**Restricted Permitted Purpose** means the purposes set out in paragraph 11(7)(d).

**retail service provider** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Rollout Completion Date** means the date on which the Minister for Communications declares in accordance with the *National Broadband Network Companies Act 2011* that, in his or her opinion, the national broadband network should be treated as built and fully operational.

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**rollout region** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**SAM** means service area module.

**special service** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Special Service Disconnection Date**, in relation to an SS Class, means the disconnection date for that SS Class determined in accordance with provisions of the migration plan of the kind referred to in subsection 18(6) of the *Telecommunications (Migration Plan Principles) Determination 2015*.

**special service input** has the same meaning as in the *Telecommunications (Migration Plan Principles) Determination 2015*.

**Specified Premises Location Information**, in respect of a Report Date for a kind of active service mentioned in paragraphs 11(2)(a) to (g), for the active services of that kind that:

- (a) if covered by paragraph 11(2)(d)—are in an SS Class with a relevant Special Service Disconnection Date for that Report Date; or
- (b) if covered by paragraph 11(2)(e)—have a relevant Changed Technology Extension Date for that Report Date; or
- (c) if not covered by those paragraphs—are supplied to an Eligible Premises in a relevant rollout region for that Report Date; or
- (d) in any case—are services which the licensee (at its discretion) has otherwise notified NBN Co in writing will be covered by that Report Date;

means the following information:

- (e) the national broadband network location identification number for each Eligible Premises receiving an active service of that kind; and
- (f) for each of those active services that is an Eligible Special Service—the identity of the white paper for the SS Class in which the service is included that determined the Special Service Disconnection Date for that SS Class;

in each case, determined as at that Report Date where that information:

- (g) is within the licensee's control as at that Report Date; and
- (h) was given to the licensee by one of its wholesale customers, or derived from such information, and the wholesale customer has not consented to the licensee disclosing that information to NBN Co for the Permitted Purposes (or any one or more of the Permitted Purposes).

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**SS Class** means any class comprised of:

- (a) all special services that are included in an SS Class (within the meaning of the migration plan) that relates to one of the services described in the column headed “Access Service” in Table 2 of Schedule 1 to the *Telecommunications (Migration Plan Principles) Determination 2015*; and
- (b) all special service inputs that are used to supply any service that is equivalent to a special service mentioned in paragraph (a).

**standard active service** means an active service that is not:

- (a) supplied to an in train order premises; or
- (b) supplied to an MDU common area; or
- (c) a special service or special service input; or
- (d) an active service of a kind covered by paragraph 11(2)(g).

**Telstra Representatives** means any directors, employees, officers, representatives, delegates, professional or financial advisers, agents, contractors or sub-contractors of the licensee (in their capacity as such).

**white paper**, in relation to an SS Class, means a white paper that:

- (a) was published by NBN Co in accordance with the migration plan; and
- (b) has not been successfully disputed in accordance with the migration plan; and
- (c) has determined the Special Service Disconnection Date for that SS Class for the purposes of the migration plan.

- (2) Subject to subsection 11(5), the licensee must provide Specified Premises Location Information to NBN Co in respect of active services of the following kinds:
  - (a) standard active services;
  - (b) active services supplied to in train order premises;
  - (c) active services supplied to MDU common areas;
  - (d) active services that are Eligible Special Services of the kind mentioned in subparagraph (b)(i) of the definition of that expression;
  - (e) active services that are Eligible Special Services of the kind mentioned in subparagraph (b)(ii) of the definition of that expression;
  - (f) active services that are Eligible Special Services of the kind mentioned in subparagraph (b)(iii) of the definition of that expression;
  - (g) any other kind of active service (that is not mentioned above) that the licensee, at its discretion, has notified NBN Co in writing is to be a kind of active service;

in each case, in respect of each Report Date for that kind of active service, for use or disclosure by NBN Co for the Permitted Purposes.

- (3) If:
  - (a) a legally binding agreement is in force between the licensee and NBN Co which specifies all of the following matters:
    - (i) the timing for the provision of Specified Premises Location Information;
    - (ii) any limitations or restrictions on the purposes for which NBN Co may use or disclose Specified Premises Location Information; and

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(iii) any other matter agreed between the licensee and NBN Co in respect of the provision of Specified Premises Location Information (including any matter that this section provides may be dealt with by way of written notice given by the licensee to NBN Co);

(b) a certified copy of the agreement referred to in paragraph (a) has been provided to the ACMA; and

(c) the licensee offers to make available, upon reasonable written request by a wholesale customer whose information would otherwise be provided to NBN Co under this section 11, a copy of the agreement referred to in paragraph (a),

the licensee must comply with subsection 11(2) by providing the Specified Premises Location Information to NBN Co in accordance with the terms of that agreement (except that subsection 11(2) will override any term of such agreement to the extent that such a term would otherwise prevent the licensee from complying with subsection 11(2) because a wholesale customer has not consented to disclosure of the Specified Premises Location Information to NBN Co).

(4) If a legally binding agreement of the type referred to in subsection 11(3) is not in force, the licensee must provide the Specified Premises Location Information in respect of each Report Date to NBN Co by no later than 10 working days after that Report Date.

(5) The licensee is not required to provide Specified Premises Location Information to NBN Co under subsection 11(2):

(a) where a legally binding agreement of the type referred to in subsection 11(3) is in force, if and for so long as NBN Co is (or will imminently be) in breach of a material term of that agreement, and as a consequence, the licensee is not required to provide the Specified Premises Location Information to NBN Co under that agreement;

(b) where a legally binding agreement of the type referred to in subsection 11(3) is not in force, if and for so long as the licensee, acting reasonably, determines that NBN Co is (or will imminently commence) using or disclosing the Specified Premises Location Information for a purpose other than a Permitted Purpose, provided the licensee has given NBN Co a reasonable opportunity to cease (or prevent) that use or disclosure;

(c) where a legally binding agreement between NBN Co and the licensee under which NBN Co will reimburse the licensee for reasonable, direct and incremental costs associated with modifications to the licensee's IT systems required to enable the licensee to provide the Specified Premises Location Information to NBN Co is not in force;

(d) where a legally binding agreement between the licensee and NBN Co (or another person) under which NBN Co (or another person) will indemnify the licensee for losses or claims arising as a result of use or disclosure by NBN Co of the Specified Premises Location Information in a manner inconsistent with subsections 11(7) and 11(8) is not in force.

(6) The licensee will not be in breach of subsection 11(2) in circumstances where the breach is a breach of subsection 11(4) and that breach is directly caused by an event or circumstance outside of the licensee's reasonable control provided that

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(where the breach is reasonably capable of being remedied) the licensee remedies the breach once the relevant event or circumstance ceases.

- (7) NBN Co may only use or disclose the Specified Premises Location Information:
- (a) for internal reporting to employees and officers of NBN Co who are involved in disconnection readiness activities;
  - (b) for the purpose of identifying premises with active services that have not yet migrated to the NBN Co fixed-line network by comparing the Eligible Premises contained in Specified Premises Location Information with NBN Co records of:
    - (i) the premises in respect of which NBN Co has received a serviceable order for the provision to a retail service provider of an NBN Service but which are not yet NBN Connected;
    - (ii) premises which are not NBN Serviceable;
  - (c) to guide marketing activities at a rollout region level (e.g. by identifying rollout regions with migrations running behind schedule);
  - (d) for NBN Co or its marketing contractors or sub-contractors to undertake activities at a premises level limited to sending mail addressed to the “Owner”, “Occupant” or “Resident” of a premises or door-knocking, outdoor advertising, sending emails to persons receiving services at a premises, telephone communications (including outbound telephone campaigns) with persons at premises which are identified on the medical alarm register, fire alarm register or lift alarm register and such other activities as the licensee and NBN Co may agree:
    - (i) consistent with the public information and education campaign activities described in Schedule 2 to the Information Campaign and Migration Deed; or
    - (ii) to identify premises where any of the following:
      - (A) monitored or non-monitored medical alarm or pendant;
      - (B) elevator phone;
      - (C) monitored or non-monitored fire alarm;
      - (D) monitored or non-monitored security alarm;
      - (E) TTY devices (hearing impaired);
      - (F) EFTPOS machine;
      - (G) automated teller machine;
      - (H) fax machine;
      - (I) similar device or service to those listed above;  
(other than a device or service that is being supplied using a special service or special service input) is used and which may cease to function if a Copper Service to that premises is disconnected; or
  - (e) to estimate the installation capacity required to complete any remaining migrations, which may involve NBN Co using Specified Premises Location Information in NBN Co’s existing forecast process (which provides NBN Co’s service delivery partners with an activations forecast by month, by SAM or customer service area) but which must not involve disclosure of Specified Premises Location Information to any person that is not a Recipient Entity.
- (8) NBN Co must not use or disclose Specified Premises Location Information:

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- (aa) for any direct marketing or communications to a person in respect of disconnection of an Eligible Special Service provided to that person at premises using Specified Premises Location Information provided in respect of the Eligible Special Service before the date that is 18 months before the Special Service Disconnection Date for the SS Class in which that Eligible Special Service is included;
  - (a) for direct marketing by NBN Co to promote or sell products or services available over the NBN Co fixed-line network, or to promote any particular retail service providers;
  - (b) in a campaign that does not support the principle of neutrality in relation to specific retail service providers; influences end-users regarding their choice of retail service providers; or that promotes, or provides a trigger for end-users to, churn; except that this does not apply (in the absence of any further conduct) if NBN Co, its marketing contractors or sub-contractors:
    - (i) refers end-users to a website that contains a list of retail service providers and their contact details; or
    - (ii) states that end-users should contact a retail service provider or should contact their preferred retail service provider;
  - (c) for communications addressed to specific individuals (for example, individuals identified by name), except where the individual has separately provided their contact details to NBN Co;
  - (d) by or to any person who is a provider of retail carriage services in Australia, including any retail service provider;
  - (e) to compare or match or attempt to compare or match a premises to an end-user's personal details or to any other data (whether or not this constitutes "personal information" under Privacy Laws and whether or not this is done by NBN Co or a person acting on behalf of NBN Co), except for:
    - (i) NBN Co comparing Specified Premises Location Information with the historical footprint list, the fixed footprint list, in train order list, the medical alarm register, fire alarm register or the lift alarm register; or
    - (ii) NBN Co matching the Specified Premises Location Information against the following information in NBN Co's marketing campaign databases for the purposes of undertaking the activities described in paragraph 11(7)(d) only:
      - (A) contact details and other information provided by a person to NBN Co;
      - (B) the list of premises which are NBN Connected;
      - (C) for each region, NBN Co's list of retail service providers which are offering NBN based services in that particular region;
      - (D) NBN Co's lists of excluded premises or SAMs placed on-hold due to a lack of capacity or other operational reasons;
      - (E) the list of premises in respect of which an order for an NBN Service has been made but the premises are not yet NBN Connected;
      - (F) Australia Post's Postal Address File and Australian Address Reference File;

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- (G) NBN Co information or information obtained from third parties stating whether a premises is classified as business or residential and related profile information for those premises; and
  - (H) the disconnection date which applies to each premises; or
  - (iii) NBN Co matching Specified Premises Location Information of the kind mentioned at paragraph (f) of the definition of that expression in respect of an Eligible Premises against the Special Service Disconnection Date for an Eligible Special Service at that Eligible Premises in NBN Co's marketing campaign databases for the purposes of undertaking the activities described in paragraph 11(7)(d); or
  - (iv) as expressly provided for in paragraph 11(7)(b);
  - (f) to compare or match with any other information provided by the licensee to NBN Co, whether or not in connection with the licensee's obligations under the Definitive Agreements, except for any of the following:
    - (i) NBN Co comparing the Specified Premises Location Information of the kind mentioned at paragraph (e) of the definition of that expression with information in NBN Co's medical alarm register, fire alarm register or the lift alarm register;
    - (ii) NBN Co matching the Specified Premises Location Information against any of the following kinds of information in NBN Co's marketing campaign databases, for the purposes of undertaking the activities described in paragraph 11(7)(d) only:
      - (A) for each region, NBN Co's list of retail service providers which are offering NBN based services in that particular region;
      - (B) NBN Co's lists of excluded premises or SAMs placed on hold due to a lack of capacity or other operational reasons;
      - (C) the list of premises in respect of which an order for an NBN Service has been made but the premises are not yet NBN Connected;
      - (D) NBN Co information or information obtained from the licensee stating whether a premises is classified as business or residential and related profile information for those premises;
    - (iii) NBN Co matching Specified Premises Location Information of the kind mentioned at paragraph (f) of the definition of that expression in respect of an Eligible Premises against the Special Service Disconnection Date for an Eligible Special Service at that Eligible Premises in NBN Co's marketing campaign databases for the purposes of undertaking the activities described in paragraph 11(7)(d);
    - (iv) NBN Co comparing or matching Specified Premises Location Information provided by the licensee to NBN Co in an order for wholesale NBN Services only, for the purpose mentioned at paragraph 11(7)(b); or
  - (g) in any marketing campaign that involves any of the following:
    - (i) messaging in any communications or marketing materials that refers to the licensee and which it has not approved (such approval not to be

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unreasonably withheld by the licensee), provided that NBN Co will not require the licensee's approval where:

- (A) the particular messaging that refers to the licensee has been included in NBN Co's communications or marketing materials prior to 25 August 2015, provided that NBN Co has given the licensee a copy of the relevant messaging (and related content which is reasonably sufficient to enable the licensee to identify the context in which the particular messaging appeared in the previous NBN Co communications or marketing materials) before NBN Co uses the particular messaging after 22 August 2015; or
  - (B) the licensee has previously approved in writing the particular messaging that refers to the licensee, provided that NBN Co must seek the licensee's re-approval (such re-approval not to be unreasonably withheld by the licensee) for any such messaging if NBN Co changes the context in which such messaging refers to the licensee in a material way;
- (ii) a breach of law by NBN Co or any of its Recipient Entities;
  - (iii) statements that defame, disparage or criticise the personal or business reputations, practices or conduct, networks or services of the licensee, its Related Entities or any Telstra Representatives;
  - (iv) activities inconsistent with applicable laws (including the Australian Consumer Law and Privacy Laws) and applicable codes published by the ACMA; or
  - (v) activities inconsistent with NBN Co Communications Policies, a copy of which will be provided to the licensee by NBN Co where NBN Co determines, acting reasonably, that such NBN Co Communications Policy is relevant to marketing activities and communications with end users to be undertaken by NBN Co using the Specified Premises Location Information.

## 12 Priority assistance arrangements

Note: Schedule 1 sets out the objectives addressed by this section 12.

- (1) In this section and Schedule 1:

***alternative service*** means a service that provides a customer with access to a telephone service.

Note: An example of an alternative service is a call diversion to a mobile telephone service or to a second fixed telephone service.

***customer*** means:

- (a) a customer of the licensee; or
- (b) a person who requests, or has requested, the connection of an STS from the licensee, and to whom the licensee has an obligation to provide an STS or is willing to provide an STS;

but does not include a carrier or a carriage service provider.

***interim priority service*** means a service that satisfies the technical and functional requirements (if any) specified in a written instrument made by the ACMA:

- (a) that provides a customer with:

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- (i) a service for voice telephony; or
  - (ii) a service equivalent to a service for voice telephony where voice telephony is not practical for a customer with a disability;
- which may or may not include at the provider's discretion a data capability or any enhanced call handling feature; and

(b) for which that customer is, or may be, charged:

- (i) an access charge that, when added to the access charge normally charged for the STS for which the interim priority service is being provided in substitution, does not exceed the amount of the access charge normally charged for the STS; and
- (ii) call charges that do not exceed the call charges that are normally charged for the kind of service the interim priority service is, when the interim priority service is not supplied as an interim priority service.

Note 1: An example of the provision of an interim priority service is the provision of a terrestrial or satellite mobile telephone service (at mobile call rates) to replace an STS.

Note 2: If a customer has paid or is paying an access charge in relation to an STS, for which an interim priority service is provided in substitution, the customer is not intended to be charged an access charge for the interim priority service.

Note 3: While a customer may be charged for calls using an interim priority service at the charge normally applicable to the kind of service the interim priority service is, the licensee is not required to charge that charge.

***priority customer*** means a customer who satisfies the eligibility criteria developed under the objectives in Schedule 1.

- (2) Subject to this section, the licensee must implement arrangements for maximising service continuity to priority customers. As part of these arrangements the licensee must:
  - (a) develop, implement and maintain a documented priority assistance policy;
  - (b) ensure that the policy adequately addresses all of the objectives set out in Schedule 1; and
  - (c) develop, implement and maintain processes, systems and practices to ensure that priority customers can be identified and provided with priority assistance in accordance with the licensee's priority assistance policy.
- (3) The licensee's priority assistance policy may be varied from time to time by:
  - (a) the licensee providing the Minister with a draft variation to the policy and the Minister or his or her delegate approving that variation; or
  - (b) the Minister giving the licensee a written notice requiring the licensee within a specified period and in specified terms to provide the Minister with a draft variation to the policy and the Minister (or his or her delegate) approving that variation.

.Note: It is intended that variations of a substantial policy nature require the approval of the Minister. Corrections of a minor administrative or typographical nature can be made by the licensee without approval of the Minister but should be recorded and notified to the ACMA.

- (4) The licensee must comply with a written notice that is given to it under paragraph (3)(b).

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- (5) The licensee must, in conjunction with the ACMA, develop a record keeping and reporting regime in relation to priority service arrangements and provide information to the ACMA on an annual basis, including:
    - (a) the number of requests for priority assistance connections in urban, rural and remote areas; and
    - (b) the proportion of requests for priority assistance connections in urban, rural and remote areas meeting the priority assistance policy service connection fulfilment objectives; and
    - (c) the number of requests for priority assistance service restoration in urban, rural and remote areas; and
    - (d) the proportion of requests for priority assistance service restoration in urban, rural and remote areas meeting the priority assistance policy service restoration objectives.

### 13 Low-income measures

- (1) The licensee must offer products and arrangements to low-income customers (*the low-income package*) that have been endorsed by low-income consumer advocacy groups.
- (2) The licensee must comply with the low-income package as in force or existing from time to time.
- (3) The licensee must maintain and adequately resource a Low-income Measures Assessment Committee (*LIMAC*), comprising representatives of low-income consumer advocacy groups that work on behalf of people on a low income.
- (4) The role of LIMAC will be to assess proposed changes to the low-income package or to the marketing plan for the low-income package.
- (5) The licensee must have in place a marketing plan for making low-income consumers aware of the low-income package, being a plan that has been approved by LIMAC.
- (6) The licensee must seek and consider the views of LIMAC before it makes any significant change to the low-income package.

Note: It is intended that the licensee may make minor non-substantive changes to the low-income package (such as minor editorial or typographical corrections) without having to seek and consider the views of LIMAC. LIMAC is to be consulted on other proposed changes to the low-income package.

### 14 Network reliability framework—definitions and general requirements

- (1) In this section and in sections 15, 16 and 17:

*ACA's Report on USO Service Reliability* means the report of the former Australian Communications Authority entitled, *ACA monitoring and reporting framework for USO service reliability* that was released publicly on 16 July 2002.

*average network event volume*, in relation to a cable run, means a figure representing the average number of network events, calculated from the total

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number of network events on that cable run over a continuous six calendar month period or such other period as is notified by the ACMA to the licensee.

***boundary of the licensee's telecommunications network*** means the boundary for the purposes of section 22 of the Act.

***cable run*** means a set of facilities that:

- (a) is logically located between a particular exchange and the boundary of the licensee's telecommunications network; and
- (b) includes at least one set of 10 or 100 (as the case may be) copper wire pairs within a physical cable sheath.

***CSG service*** has the same meaning as in the *Telecommunications (Customer Service Guarantee) Standard 2011* when provided to a customer of the licensee but does not include a service the supply of which by the licensee is exempt from compliance with performance standards under section 18 of that Standard.

***customer*** means a customer of the licensee but does not include a carrier or a carriage service provider.

***ESA category*** means a category of ESA referred to in Table 1 of subsection 16(1).

***fault or service difficulty***, in relation to a CSG service, has the same meaning as in the *Telecommunications (Customer Service Guarantee) Standard 2011*.

***geographical locator***, in relation to:

- (a) a CSG service, means the location of the service in the licensee's database sufficient to direct service staff of the licensee to the location of the service; and
- (b) an ESA, means the ESA-code.

***monitoring period***, in relation to a CSG service, means the 8 calendar month period immediately after the completion of the remediation of the service under this section.

***network event*** means a fault or service difficulty in a cable run in relation to an STS supplied to a customer of the licensee but does not include a fault or service difficulty caused by:

- (a) faulty customer equipment;
- (b) third party damage to facilities of the licensee;
- (c) one or more fault or service difficulties beyond the boundary of the licensee's telecommunications network; or
- (d) one or more fault or service difficulties within switching or transmission systems.

***quarter*** means a period of 3 months ending on 30 September, 31 December, 31 March or 30 June.

***related fault or service difficulty***, in relation to a CSG service, means a fault or service difficulty that arose from either:

- (a) the same root cause or causes of fault or service difficulties that required the CSG service to be remedied under this section; or

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- (b) a similar root cause or causes of fault or service difficulties that the licensee could have reasonably been expected to address during remediation of the CSG service under this section.

**remediation** means work done in relation to a service over and above that normally undertaken to repair a fault or service difficulty with a view to:

- (a) addressing systematic problems with the service (for example, the root cause or causes of recurrent problems) and improving the overall reliability of the service; and
- (b) eliminating one or more recurrent fault or service difficulties.

**remediation period**, in relation to a CSG service, means the period between the day the licensee is required to report a fault or service difficulty for that service under subsection 17(4) and the completion of the remediation of the service under this section.

- (2) The licensee must provide any information or report (however described) that is required to be provided to the ACMA under any provision in section 15, 16 or 17 in the form approved by the ACMA for the purposes of the provision in question.
- (3) For the purposes of subsection 16(2), the relative performance of cable runs is to be assessed by a method approved in writing by the ACMA.

## **15 Monitoring and reporting at the Field Service Area (FSA) level**

- (1) The licensee must, within 10 working days of the end of each calendar month, or such other timeframe as the ACMA agrees in writing, provide a report and supporting data to the ACMA on:
  - (a) the percentage of CSG services in each FSA and nationally without any fault or service difficulty for the preceding calendar month; and
  - (b) the average availability of CSG services, as a percentage of total possible available time, in each FSA and nationally for the preceding calendar month.
- (2) The supporting data must include the following data for the preceding calendar month at a national level and for each FSA:
  - (a) total CSG services in operation;
  - (b) the number of CSG services that had one or more fault or service difficulties;
  - (c) the number of CSG services that had one or more fault or service difficulties, adjusted to be equivalent to a 31 day month;
  - (d) the percentage of CSG services without a fault or service difficulty;
  - (e) the percentage of time that CSG services are available; and
  - (f) the total time taken to repair all CSG fault or service difficulties.
- (3) The licensee must:
  - (a) publish the report mentioned in subsection 15(1) within 20 working days of the end of each calendar month or such other timeframe as the ACMA agrees in writing; and
  - (b) provide the report and supporting data mentioned in subsections 15(1) and 15(2) to the ACMA for publication by the ACMA if the ACMA, following

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consultation with the licensee, considers the report and supporting data appropriate for publication.

## 16 Monitoring, remediation and reporting at the Cable Run level

(1) In this section:

*ESA category* means a category of ESA referred to in Table 1 of this subsection 16(1).

<b>ESA category</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Number of operational CSG services	0-100	101-1000	1001-10 000	10 001 or more

Step 1	Exclude from eligibility for selection any cable runs that were included in a previous remediation list, unless remediation undertaken in relation to that cable run under this section has resulted in a 90% reduction in the annual network event volume for that cable run.
Step 2	Select at least the 5 worst performing cable runs from ESA Category A.
Step 3	Select at least the 15 worst performing cable runs from ESA Category B.
Step 4	Select at least the 10 worst performing cable runs from ESA Category C.
Step 5	Select at least the 10 worst performing cable runs (regardless of ESA Category) not already included under earlier steps.

(2) Each calendar month, the licensee must:

- (a) prepare a remediation list which:
  - (i) contains a minimum of 40 cable runs selected using the method in Table 2 in subsection 16(1); and
  - (ii) specifies the average network event volume, unique identification details, the ESA code and the performance ranking for each cable run; and
- (b) give the list to the ACMA within 15 working days of the end of each calendar month.

(3) On receipt of a remediation list under subsection 16(2), the ACMA may:

- (a) approve the list; or
- (b) refuse to approve the list.

(4) If the ACMA refuses to approve the remediation list, the ACMA must direct the licensee to give the ACMA a fresh remediation list within 5 working days. The ACMA's direction must have regard to the requirements of subsection 16(2).

(5) If the ACMA decides to approve a remediation list, it must notify the licensee of its decision and the licensee must, within 6 calendar months of receipt of the notification, or such longer period as the ACMA agrees in accordance with subsection 16(6), complete the remediation in relation to each of the cable runs on the list.

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- (6) If so requested by the licensee, in writing, the ACMA may extend or further extend the period for the completion of remediation by a further period of up to 6 calendar months if the licensee satisfies the ACMA that:
- (a) the licensee is unable to gain access to the sites necessary to plan and implement the remediation for 4 of the 6 calendar months available for the licensee to complete the remediation; or
  - (b) the operation of Commonwealth, State or Territory law prevents the licensee from completing the remediation within the 6 calendar month period; or
  - (c) the licensee is unable to obtain materials necessary for the remediation and the ACMA has approved a written plan to provide services to all affected customers.
- (7) Any request by the licensee for an extension under subsection 16(6) must be made to the ACMA:
- (a) if paragraph 16(6)(a) applies, or the licensee reasonably expects that paragraph 16(6)(a) will apply—at least 20 working days before the end of the current period allowed for remediation; or
  - (b) if paragraph 16(6)(b) or 16(6)(c) applies—within 15 working days of the licensee becoming aware of the operation of the law or the licensee's inability to obtain necessary materials, as the case may be.
- (8) The ACMA must give the licensee written notice of its decision under subsection 16(6) within 15 working days of receipt of the licensee's written request under subsection 16(7).
- (9) Within 10 working days of the end of each calendar month ending after the end of 6 calendar months following the completion of the remediation of one or more cable runs, the licensee must report in writing to the ACMA whether the licensee has achieved a 90 per cent reduction in the average network event volume for each of the cable runs. The report must include details of any reduction in the average network event volume for each of the cable runs.
- (10) If the licensee has not achieved a 90 per cent reduction in the average network event volume for each of the cable runs, the report under subsection 16(9) must be accompanied by either:
- (a) a fresh written remediation plan specifying:
    - (i) what remediation the licensee has undertaken in relation to each of the relevant cable runs;
    - (ii) the reasons why the previous remediation failed;
    - (iii) a summary of the fault or service difficulties occurring after the previous remediation; and
    - (iv) what further remediation the licensee plans to take in relation to each of the relevant cable runs; or
  - (b) a written application to the ACMA to waive the requirement for a fresh remediation plan (a *waiver application*).
- (11) If a waiver application is made, the ACMA must notify the licensee of its decision on the application within 15 working days after the ACMA receives the application.

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- (12) If the ACMA approves a waiver application, then no further remediation is required under this section unless the cable run is included in a future remediation list approved by the ACMA under subsection 16(4).
  - (13) If the ACMA does not approve a waiver application, then the licensee must provide to the ACMA a further fresh written remediation plan satisfying the requirements of paragraph 16(10)(a) within 30 working days after the licensee's receipt of the ACMA's notice under subsection 16(11).
  - (14) Unless the ACMA approves a waiver application, the licensee must continue to undertake remediation action until there is, within 12 calendar months after receipt of the notification under subsection 16(11) or the ACMA's receipt of a fresh remediation plan under paragraph 16(10)(a), a 90 per cent reduction in the average network event volume. This reduction cannot be measured from earlier than the completion of the remediation referred to in subsection 16(5).
  - (15) Within 20 working days of the end of each financial year, the licensee must provide a written report to the ACMA about remediation conducted under this section in that financial year which includes:
    - (a) a single figure for the total number of services affected by either that remediation or by the remediation of other cable runs referred to in paragraph 16(15)(d);
    - (b) a summary of the types of network plant remedied and the nature of the remediation work undertaken on those types of plant;
    - (c) for each cable run identified for remediation in a remediation list approved by the ACMA under subsection 16(3), its size (ie whether it included 10 or 100 copper pairs), the ESA category and the number of services in operation supplied by that cable run; and
    - (d) details of other cable runs remedied in conjunction with remediation under this section.

## **17 Monitoring, prevention, remediation and reporting at the CSG service level**

- (1) The licensee must take such reasonable action as is necessary to prevent a CSG service from experiencing more than 3 fault or service difficulties in a rolling 60 calendar day period.
- (2) The licensee must take such reasonable action as is necessary to prevent a CSG service from experiencing more than 4 fault or service difficulties in a rolling 365 calendar day period.
- (3) In a case where a CSG service experiences more than 3 fault or service difficulties in a rolling 60 calendar day period or more than 4 fault or service difficulties in a rolling 365 calendar day period, the licensee must investigate the performance of the CSG service and undertake such remediation of the service as is necessary.
- (4) In a case where one or more CSG services experience more than 3 fault or service difficulties in a rolling 60 calendar day period or more than 4 fault or service difficulties in a rolling 365 calendar day period, the licensee must report the matter to the ACMA within 10 working days of the end of each calendar month in which a contravention has occurred, or such other timeframe as the ACMA agrees in writing, providing the following details:

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- (a) the telephone number, or such other unique identifier as the ACMA agrees in writing, of the CSG services;
  - (b) the geographical locator of the CSG services;
  - (c) the ESA and FSA to which the CSG services relate;
  - (d) details of fault or service difficulties in relation to the CSG services;
  - (e) any action taken by the licensee to prevent the occurrence of the fault or service difficulties;
  - (f) the licensee's conclusion as to the underlying cause of the fault or service difficulties, and the licensee's reasons for reaching this conclusion;
  - (g) such results as are available at the reporting date of the licensee's investigation under subsection 17(3);
  - (h) any action taken by the licensee to remedy the fault or service difficulties concerned;
  - (i) the action the licensee proposes to take to remedy the CSG services; and
  - (j) the proposed timeframe for remediation of the CSG services and supporting reasons for the timeframe specified.

Note: The information that the licensee is to provide under this subsection is not limited to information specific to the access line on which fault or service difficulties occur, but may include information on other parts of the network that may cause fault or service difficulties on that access line if the ACMA, following consultation with the licensee, considers that that information is relevant.

- (5) The ACMA may request the licensee, in writing, to give the ACMA, within 15 working days, or such other timeframe as the ACMA agrees in writing, further information about the report.
- (6) After considering the licensee's proposed remediation action under paragraphs 17(4)(i) and 17(4)(j), the ACMA may agree, or refuse to agree, to the action.
- (7) If the ACMA neither agrees, nor refuses to agree, to the proposed remediation action before whichever of the following periods is applicable:
  - (a) if the ACMA did not give a request under subsection 17(5) in relation to the proposed remediation action—the period of 10 working days after the day on which the ACMA received the licensee's report under subsection 17(4);
  - (b) if the ACMA gave a request under subsection 17(5) in relation to the proposed remediation action—the period of 10 working days after the day on which the request was complied with;The ACMA is taken, at the end of that period, to have agreed to the proposed remediation action.
- (8) If the ACMA refuses to agree to the proposed remediation action, the ACMA must give written notice of the refusal to the licensee, together with the ACMA's reasons for the refusal.
- (9) If the ACMA notifies the licensee under subsection 17(8), the licensee must:
  - (a) review the proposed remediation action with a view to addressing the ACMA's concerns; and

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- (b) submit a revised proposal for remediation to the ACMA within 10 working days after receiving the ACMA's notice under subsection (8), or such other timeframe as the ACMA agrees in writing.
- (10) If the licensee submits a revised proposal as mentioned in paragraph 17(9)(b), subsections 17(6), 17(7) and 17(8) apply to the revised proposal in the same way as they apply to the original proposal for remediation action.
- (11) The licensee must complete the remediation to which the ACMA has agreed, or to which the ACMA is taken to have agreed under subsection 17(7), and demonstrate to the ACMA's satisfaction that the agreed remediation has been completed within the timeframes specified in the agreed remediation plan or such other timeframes as the ACMA agrees in writing.
- (12) Within 15 working days after the end of each quarter, or within such other timeframe as the ACMA agrees in writing, the licensee must provide information to the ACMA under this section for publication by the ACMA at its discretion (taking into account any views of the licensee concerning publication of the information) where the remediation action to which the ACMA has agreed, or to which the ACMA is taken to have agreed under subsection 17(7), has not been undertaken within the agreed timeframe.
- (13) If one or more fault or service difficulties occur in relation to one or more CSG services during the remediation period (*subsequent faults*), the licensee must ensure that the remediation that is either planned or underway addresses the root cause or causes of the subsequent faults. Subsequent faults are not otherwise to be treated as fault or service difficulties for the purposes of this section.
- (14) If one or more fault or service difficulties occur in relation to one or more CSG services during the monitoring period, the licensee must report the fault or service difficulties to the ACMA within 10 working days of the end of each calendar month in which the difficulties occurred.
- (15) For the purposes of this section, the licensee must provide sufficient information to the ACMA, including its own assessment of whether a fault or service difficulty is related, to allow the ACMA to satisfy itself whether a fault or service difficulty that occurs during the monitoring period is a related fault or service difficulty. The licensee must provide this information to the ACMA to allow the ACMA to make its decision within 15 working days after the ACMA receives the report mentioned in subsection 17(14).
- (16) If one or more related fault or service difficulties occur in relation to a CSG service during the monitoring period, the licensee must:
- (a) within 20 working days after the end of the period mentioned in subsection 17(15):
    - (i) re-examine its remediation in light of the related fault or service difficulties; and
    - (ii) examine and address, by further remediation, the root cause or causes of the fault or service difficulties;
  - (b) within 20 working days of taking action under paragraph 17(16)(a), report to the ACMA in relation to its further remediation of the fault or service difficulties.

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- (17) The monitoring period commences again immediately after the ACMA notifies the licensee that it has received the licensee's report under subsection 17(16).

## **18 Methodologies and variations to methodologies**

- (1) The licensee must have in place methodologies for preparing and verifying data for the purposes of sections 15, 16 and 17.
- (2) If requested to by the ACMA in writing, the licensee must, within the timeframe specified by the ACMA, modify one or more of the licensee's methodologies for preparing and verifying data for the purposes of sections 15, 16 and 17 and provide the updated methodology or methodologies (as the case may be) to the ACMA for its approval.

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## Schedule 1— Objectives to be addressed in the licensee’s priority assistance policy under subsection 13(2)

### Definitions

- (1) For the purposes of this Schedule, *site* means:
  - (a) land; or
  - (b) a building, or other structure, on land.
- (1A) For the purposes of this Schedule, **CSG Standard** means the *Telecommunications (Customer Service Guarantee) Standard 2011* made under sections 115, 117 and 120 of the T(CPSS) Act.
- (1B) For the purposes of this Schedule:
  - (a) the rules set out in section 577Q of the Act apply for determining whether the licensee is in a position to exercise control of a local access network;
  - (b) **local access network** has the meaning generally accepted within the telecommunications industry.

### Defining priority customers

The priority assistance policy must satisfy the following objectives:

- (2) The objective that the priority assistance policy must include objective eligibility criteria for identifying customers with a diagnosed life-threatening medical condition that have a high risk of rapid deterioration to a life-threatening situation and where access to a telephone would assist to remedy the life-threatening situation.
- (3) The objective that in developing the eligibility criteria under item (2) advice is sought from appropriate medical experts and the Chief Medical Officer of the Commonwealth Department of Health and consultation is undertaken with community health organisations.

### Priority customer applications and assessments

The priority assistance policy must satisfy the following objective:

- (4) The objective that there be appropriate processes for managing assessment of customers seeking priority assistance, and that these processes must be transparent and straightforward, and include:
  - (a) the process by which customers can apply for priority assistance (which may require pre-registration in circumstances specified in the priority assistance policy); and
  - (b) the process by which staff of the licensee might identify customers who may be eligible for priority assistance and invite an application; and
  - (c) the process by which priority customers are advised of their rights and obligations associated with priority assistance; and

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- (d) the timeframe within which applications for priority assistance will be assessed; and
  - (e) the requirement that assessment of priority assistance applications are carried out by appropriately skilled staff of the licensee; and
  - (f) the requirement that privacy requirements are fully addressed; and
  - (g) the process by which a decision to reject an application for priority assistance by the licensee may be reviewed at a higher level within the licensee's organisation; and
  - (h) the process by which a decision to reject an application for priority assistance from a higher level within the licensee's organisation may be investigated by the Telecommunications Industry Ombudsman; and
  - (i) the requirement that customers are informed of their rights to seek a review of a decision by the licensee to reject an application for priority assistance both within the licensee's organisation and to the Telecommunications Industry Ombudsman; and
  - (j) the requirement that decisions of the Telecommunications Industry Ombudsman in relation to the eligibility of a customer for priority assistance will be binding upon the licensee; and
  - (k) the process by which the ACMA may conduct audits of the application and assessment process for priority assistance;
  - (l) the processes for carrying out reassessment of priority customers and cessation of priority assistance; and
  - (m) the process by which the licensee can levy a charge upon customers receiving priority assistance, in circumstances where the licensee has determined that the customer does not meet procedural, eligibility or other requirements stated in the priority assistance policy.

### **Priority assistance—Connections**

Where a service is supplied using a local access network over which the licensee is in a position to exercise control, the priority assistance policy must satisfy the following objectives:

- (6) The objective that where connection of an STS has been requested at a residence of a priority customer where there are no existing STSs (whether supplied by the licensee or another provider) that connection should attract the highest level of service practicably available at the time.
- (7) The objective that the licensee must set maximum timeframes for connection of an STS at a residence of a priority customer where there are no existing STSs (whether supplied by the licensee or another provider) which are less than the maximum connection timeframes for an equivalent non-priority customer referred to in the CSG Standard.
- (8) The objective that, for the purposes of item (7), unless circumstances make it unreasonable, the maximum connection timeframes for priority customers must be:
  - (a) if the site at which the connection has been requested is within a standard zone and within an urban centre, locality or other recognised community grouping with a population greater than or equal to 200 people—less than

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24 hours or within such longer period as is specified by the priority customer concerned; and

- (b) in all other circumstances—less than 48 hours or within such longer period as is specified by the priority customer concerned.

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 2006 Cat. No. 2909.0.

Note 2: Items (13) and (14) below provide for the supply of interim priority services to priority customers where connection of the first STS or fault repair of an inoperative STS cannot be achieved within 24 hours (48 hours for customers in remote areas) or such longer period as is specified by the priority customer concerned.

Note 3: For the purposes of this objective, *standard zone* has the same meaning as in section 108 of the T(CPSS) Act.

### **Priority assistance—Service reliability**

The priority assistance policy must satisfy the following objective:

- (9) The objective that priority customers are to receive enhanced service reliability and fault rectification, including but not limited to:
- (a) where the STS of a priority customer has 2 or more reported faults which make the STS inoperative in a 3 month period of time during which the customer is a priority customer, the licensee must cause the service to be thoroughly tested and, if the service is supplied using a local access network over which the licensee is in a position to exercise control, use its best endeavours to ensure any underlying network causes of faults are identified and, if necessary, fixed as soon as possible to a high level of reliability; and
  - (b) where the licensee supplies multiple services to a priority customer it must use its best endeavours to manage the provision of those services to maximise the reliability of at least one service.

Note: Items (13) and (14) below provide for the supply of interim priority services to priority customers where connection of the first STS or fault repair of an inoperative STS cannot be achieved within 24 hours (48 hours for customers in remote areas) or such longer period as is specified by the priority customer concerned.

### **Priority assistance—Fault Rectification**

Where a service is supplied using a local access network over which the licensee is in a position to exercise control, the priority assistance policy must satisfy the following objectives:

- (10) The objective that, where all STSs supplied to and solely for use at the place of residence of a priority customer (whether supplied by the licensee or another provider) are inoperative, fault rectification, to make operative at least one STS, should attract the highest level of service practicably available at that time.
- (11) The objective, that for the purposes of item (10), fault rectification includes, but is not limited to:
- (a) priority management and handling of faults from the time of the fault report through to actual response and subsequent rectification of the fault,

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including 24 hour service coverage, 7 days per week, and associated support system targets at the highest service levels practicably available at that time; and

- (b) the setting of maximum rectification times for priority customers which are less than the maximum rectification times for equivalent non-priority customers as set out in the CSG Standard.

(12) The objective that for the purposes of subitem (11)(b), unless circumstances make it unreasonable, the maximum rectification period for priority customers must be:

- (a) if the site at which the fault has occurred is within a standard zone and within an urban centre, locality or other recognised community grouping with a population equal to or greater than 200 people—less than 24 hours or within such longer period as is specified by the priority customer concerned; and
- (b) in all other circumstances—less than 48 hours or within such longer period as is specified by the priority customer concerned.

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 2006 Cat. No. 2909.0.

Note 2: Items (13) and (14) below provide for the supply of interim priority services to priority customers where connection of the first STS or fault repair of an inoperative STS cannot be achieved within 24 hours (48 hours for customers in remote areas) or such longer period as is specified by the priority customer concerned.

Note 3: For the purposes of this objective, *standard zone* has the same meaning as in section 108 of the T(CPSS) Act.

Note 4: 24 x 7 service coverage expressly requires that priority customers will receive fault rectification after hours, on weekends and public holidays.

### **Priority assistance—Interim Priority Service**

The priority assistance policy must satisfy the following objectives:

#### **New connections**

(13) The objective that in the circumstances where a priority customer has requested the connection of an STS at a residence where there are no existing STSs (whether supplied by the licensee or another provider) and that request is received within normal working hours:

- (a) where the site at which the connection has been requested is within a standard zone and within an urban centre, locality or other recognised community grouping with a population equal to or greater than 200 people and the service cannot be provided within 24 hours of the priority customer's request or within such longer period as the priority customer agrees, the licensee must offer the priority customer an interim priority service; and
  - (i) where the priority customer accepts the offer—provide an interim priority service within 24 hours of the priority customer's acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

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- (ii) where prevented from meeting the timeframe under paragraph (i) by circumstances beyond its control, to provide an interim priority service as soon as practicable; and
  - (b) where the site at which the connection has been requested is other than as described in paragraph (a) and the service cannot be provided within 48 hours of the priority customer's request or within such longer period as the priority customer agrees, the licensee must offer the priority customer an interim priority service; and
    - (i) where the priority customer accepts the offer—provide an interim priority service within 48 hours of the priority customer's acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and
    - (ii) where prevented from meeting the timeframe under paragraph (i) by circumstances beyond its control, to provide an interim priority service as soon as practicable; and
  - (c) unless the priority customer otherwise agrees, to continue to provide the priority customer with the interim priority service until such time as the first STS has been supplied.

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 1996 Cat. No. 2909.0.

Note 2: For the purposes of this objective, *standard zone* has the same meaning as in section 108 of the T(CPSS) Act.

Note 3: An interim priority service is to be supplied to a priority customer on the terms outlined in the definition of interim priority service as an interim measure before receiving connection of the STS.

Note 4: The reference to 'circumstances beyond the licensee's control' in this item recognises that there may be a small minority of occasions where, despite the licensee having established appropriate processes and systems, the licensee's or its contractor's highest priority delivery mechanisms may not allow interim priority services to be delivered to individual priority customers within the maximum timeframes.

### **Service faults**

- (14) The objective that in the circumstances where the licensee receives a report of a fault in relation to an inoperative STS of a priority customer, and where all STSs supplied to and solely for use at the place of residence of the priority customer (whether supplied by the licensee or another provider) are inoperative:
  - (a) where the site at which the inoperative STS is located is within a standard zone and within an urban centre, locality or recognised community grouping with a population equal to or greater than 200 people and at least one service cannot be rectified within 24 hours after the licensee receives the report of the fault or within such longer period as the priority customer requests, the licensee must offer the priority customer an interim priority service; and
    - (i) where the priority customer accepts the offer—provide an interim priority service within 24 hours of the priority customer's acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

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- (ii) where prevented from meeting the timeframe under paragraph (i) by circumstances beyond its control, to provide an interim priority service as soon as practicable; and
  - (b) where the site at which the inoperative STS is located is other than as described in paragraph (a) and the fault cannot be rectified within 48 hours after the licensee receives the report of the fault or within such longer period as the priority customer requests, the licensee must offer the priority customer an interim priority service; and
    - (i) where the priority customer accepts the offer—provide an interim priority service within 48 hours of the priority customer’s acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and
    - (ii) where prevented from meeting the timeframe under paragraph (i) by circumstances beyond its control, to provide an interim priority service as soon as practicable; and
  - (c) unless the priority customer otherwise agrees, to continue to provide the priority customer with the interim priority service during the period which all the STSs, supplied to and solely for use at the place of residence of the priority customer (whether supplied by the licensee or another provider), remain inoperative.

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 2006 Cat. No. 2909.0.

Note 2: For the purposes of this objective, *standard zone* has the same meaning as in section 108 of the T(CPSS) Act.

Note 3: An interim priority service is to be supplied to a priority customer on the terms outlined in the definition of interim priority service as an interim measure before receiving connection of the STS.

Note 4: The reference to ‘circumstances beyond the licensee’s control’ in this item recognises that there may be a small minority of occasions where, despite the licensee having established appropriate processes and systems, the licensee’s or its contractor’s highest priority delivery mechanisms may not allow interim priority services to be delivered to individual priority customers within the maximum timeframes.

- (15) The objective that the licensee may offer a priority customer the option of an alternative service in fulfilment of its obligations to offer an interim priority service, for the purposes of items (13) and (14).
- (16) The objective that if the licensee offers a priority customer a choice between an interim priority service and an alternative service, it must provide the priority customer with sufficient information about:
  - (a) the functionality of each service; and
  - (b) the terms and conditions of supply of each service;to enable the priority customer to make an informed judgement about the relative merits of each service.
- (17) The objective that where a priority customer accepts an offer of an alternative service but subsequently requests the licensee for an interim priority service, the licensee will provide an interim priority service to the priority customer instead of an alternative service as soon as practicable after receiving the request.

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### **Priority assistance—Reducing risks and impact of disconnection**

The priority assistance policy must satisfy the following objectives:

- (18) The objective that where a priority customer is repaying an overdue bill, as agreed with the licensee, then that customer will have continued access to their STS supplied by the licensee.
- (19) The objective that where a priority customer's access to their STS is subject to the credit management arrangements of the licensee (including disconnection) the customer will always, at a minimum, be provided with access to soft dial tone. For the purposes of this item, soft dial tone includes access to the '000' emergency number, and Telstra customer service and fault contact numbers.

### **Priority assistance—To be provided in exceptional circumstances**

The priority assistance policy must satisfy the following objectives:

- (20) Where the licensee's ability to supply and repair STS is affected by circumstances beyond its control, as set out in the CSG Standard, the licensee must:
  - (a) use its best endeavours to continue to meet the timeframes for service connection and fault repair for priority customers which arise under Schedule 1; and
  - (b) in the circumstances where the licensee cannot meet the timeframes for service connection and fault repair for priority customers which arise under this licence condition it must:
    - (i) unless the circumstances are so extreme that the licensee is prevented from accessing a priority customer's residence by reason of natural disaster, a Commonwealth, State or Territory law, risk to the personal health and safety of its staff, or other like extreme circumstance, offer to provide the priority customer with an interim priority service; and
    - (ii) where an interim priority service cannot be provided under subparagraph (i), maintain records identifying each priority customer affected and the extreme circumstances which have prevented the supply of an interim priority service.

### **Priority assistance—public awareness**

The priority assistance policy must satisfy the following objectives:

- (21) The objective that the priority assistance policy must include a detailed communication strategy for providing information to customers regarding priority assistance arrangements, which must include:
  - (a) provision of information to all existing customers who are seeking priority assistance because of a circumstance that broadly fits within the eligibility criteria; and
  - (b) provision of information as soon as practicable after the licensee receives a request for connection to an STS; and
  - (c) provision of regular information, at least once in each 2 year period, to all existing customers via bill inserts or messages on the bill with the first

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- billing communication to be included in the first bill cycle after implementation of the priority assistance policy; and
- (d) ongoing offers to provide promotional material on the priority assistance arrangements to relevant places and organisations, such as doctors' surgeries, hospitals and health centres and other groups containing individuals likely to be eligible for priority assistance; and
  - (e) prominent references to priority assistance arrangements on the licensee's website, including a copy of the current version of the licensee's priority assistance policy; and
  - (f) prominent reference to priority assistance arrangements in the licensee's 'Our Customer Terms' and its summary of this; and
  - (g) prominent promotion of priority assistance arrangements in the White Pages.
- (22) The objective that the communications strategy under item (21) should deliver the following where appropriate:
- (a) the eligibility criteria for priority assistance and the process by which customers can apply for priority status including the appeals processes; and
  - (b) details of the obligations of the licensee to provide priority assistance, including but not limited to interim priority services; and
  - (c) a statement that the provision of a second STS does not guarantee service continuity; and
  - (d) the provision of advice to all priority customers who report a fault in relation to an STS on the expected timeframe for repair and of the possibility of using other services which could provide back-up communications—e.g. mobile phones or payphones; and
  - (e) provision of relevant information on any limitations of a priority customer's current or new STS when the licensee is made aware that the STS is being relied upon as a back-up service.

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## **Schedule 2—Repeals**

### ***Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997***

#### **1 The whole of the instrument**

Repeal the instrument

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