Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997

as amended

made under subsection 63 (3) of the

Telecommunications Act 1997

This compilation was prepared on 1 October 2006
taking into account amendments up to Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2006)

The text of any of those amendments not in force on that date is appended in the Notes section

[Note: Clause 13 may cease to have effect at some future time, see clause 14]

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1 Citation [see Note 1]

This Declaration may be cited as the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997.

2 Commencement

This Declaration commences on 1 July 1997.

3 Definitions

In this Declaration:

800 MHz band means:
(a) in a metropolitan area — the frequency bands:
(i) 825 MHz to 845 MHz; and
(ii) 870 MHz to 890 MHz; and
(b) in a non-metropolitan area — the frequency bands:
(i) 825 MHz to 830 MHz; and
(ii) 835 MHz to 845 MHz; and
(iii) 870 MHz to 875 MHz; and
(iv) 880 MHz to 890 MHz.

Note Each frequency band includes all frequencies that are greater than the lower frequency, up to and including the higher frequency.

ACA means the Australian Communications Authority.

ACMA means the Australian Communications and Media Authority.

allocated number means a number allocated under the authority of the numbering plan.

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.

AMPS has the meaning given by section 358 of the Act.

AMPS site means:
(a) a metropolitan AMPS site; or
(b) a non-metropolitan AMPS site.

call conveyancing costs means the costs associated with any additional routing and processing required within the licensee’s telecommunications network in order to transfer a call to the telecommunications network operated by Optus where the called customer has ported his or her number to Optus.

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**coverage** means an area in which customers of a carrier or carriage service provider which supplies a mobile telecommunications service are ordinarily able to make or receive calls by means of that carrier’s or provider’s network.

*Note* It is intended that the coverage of a carrier’s or carriage service provider’s public mobile telecommunications service includes areas in which customers of that service are ordinarily able to make or receive calls by means of the carrier’s or provider’s network but, for reasons such as system or network failure or network congestion, are unable to do so from time to time.

**current industry development plan** has the meaning given by clause 7 of Schedule 1 to the Act.

**customer transfer costs** means the one-off administrative costs incurred by the licensee for the initial transfer of a customer from the licensee’s telecommunications network to the telecommunications network operated by Optus.

**customer** includes the nominee of a customer.

**designated basic rate ISDN service** has the meaning given by subsection 66 (2) of the Act.

**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.

**enforcement agency** has the meaning given by section 282 of the Act.

**industry development plan** has the meaning given by clause 6 of Schedule 1 to the Act.

**Industry Minister** means the Minister for Industry, Science and Tourism.

**inoperative** in relation to a 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.

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

(a) that provides a customer with:

(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 a STS.

Note 2 If a customer has paid or is paying an access charge in relation to a 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.

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

local number portability means the ability to convey portable local service numbers from the licensee’s telecommunications network to the telecommunications network operated by Optus.

local service means a carriage service that is:

(a) capable of voice telephony; and
(b) provided for receiving incoming calls, wholly or principally, at 1 fixed location where that location is in an area identifiable by the carriage service provider with which the call originates, from the number called and is:

(i) a switching facility; or
(ii) the premises occupied or used by a customer; or
(iii) in the immediate vicinity of the premises occupied or used by a customer.

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.

metropolitan AMPS site means a base station, located in a metropolitan area, which is used as part of the AMPS network operated by the licensee.

metropolitan area means a designated area described in the Schedule to the Spectrum Re-allocation Declaration No. 2 of 1997.

Minister means the Minister for Communications, Information Technology and the Arts.

non-metropolitan AMPS site means a base station, located in a non-metropolitan area, which is used as part of the AMPS network operated by the licensee.

non-metropolitan area means an area within Australia (other than the Territories of Christmas Island and Cocos (Keeling) Islands) that is not a metropolitan area.

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.

**Optus** means Optus Networks Pty Ltd (ACN 008 570 330).

**portable local service number** means an allocated number that is used in connection with a local service other than a paging service.

**priority assistance** means those services supplied to priority customers under the priority assistance policy implemented under clause 19.

**priority customer** means a customer who satisfies the eligibility criteria developed under the objectives in Schedule 4.

**public number** means a number specified in the numbering plan as mentioned in subsection 455 (3) of the Act.

**public payphone** means a payphone:
(a) in a public place that is a place where the public usually has access, or usually has access except for particular hours of the day or particular days of the week; or
(b) in a prison, correctional centre, detention centre or similar facility.

**PWC Report** means the report by PricewaterhouseCoopers to the licensee dated March 2002, on improvements required to the provision of priority service based on an examination of the facts surrounding the maintenance and supply of service to Ms Rose Boulding.

**reasonably equivalent services**, in relation to the AMPS services provided by a non-metropolitan AMPS site, means services that are reasonably equivalent, having regard to:
(a) the coverage of the services, including coverage in buildings;
(b) the charges to customers for the services;
(c) the functions the services are capable of performing; and
(d) any other relevant matter.

**STS** means the standard telephone service supplied by the licensee in fulfilment of its universal service obligation under Part 2 of the Consumer Protection Act.

**telephone handset** includes other customer equipment that is supplied instead of a telephone handset to comply with the Disability Discrimination Act 1992.

the **Act** means the Telecommunications Act 1997.

the **relevant parties** means the Minister, Optus Mobile Pty Ltd (ACN 054 365 696) and Vodafone Network Pty Ltd (ACN 056 161 043).

**unlisted number** means a public number that is 1 of the following kinds:
(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 public 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.

*USO policy statement* means the licensee’s standard policy statement under section 12K of the Consumer Protection Act as approved by the ACA on 30 October 2001.

*USO standard marketing plan* means the licensee’s standard marketing plan under section 12L of the Consumer Protection Act as approved by the ACA on 30 October 2001.

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

### 4 Application

This Declaration applies if a carrier licence is granted to Telstra Corporation Limited in the period starting on 30 June 1997 and ending at the end of 1 July 1997.

### 5 Industry development plan

The licensee must:

(a) within 90 days after a carrier licence is granted to the licensee:
   (i) give a current industry development plan to the Industry Minister; and
   (ii) obtain the Industry Minister’s approval of the plan; and

(b) comply with clauses 8, 9, 10, 11, 12, 13 and 14 of Schedule 1 to the Act as if the plan was an industry development plan under Part 2 of Schedule 1 to the Act.

### 6 Compliance

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

### 7 Operator services

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

### 8 Directory assistance services

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

### 9 Alphabetical public number directory

(1) The licensee must produce an alphabetical public number directory:

(a) annually; and
Clause 9

(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 subclause (7) — that includes all customers of carriage service providers supplied with a standard telephone service, 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 1 standard entry.

(4) A standard entry must include:
   (a) a name and address; and
   (b) 1 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 ACA may give written directions to the licensee under section 581 of the Act about complying with this subclause (eg 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 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 12 of the Act;
   (f) assisting enforcement agencies or safeguarding national security under Part 14 of the Act;
   (g) any other activities specified by the ACA 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 must comply with subclause (1) before:
   (a) 1 July 1998; or
   (b) if an earlier date is specified by the ACA in the Gazette — that date.

(3) The licensee may use the database, and any information derived from it, only for the purposes mentioned in subclause (1).

Note The ACA may give written directions to the licensee under section 581 of the Act about complying with this subclause (eg 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 public number of a customer of each carriage service provider:
   (a) the public 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
   (g) any other information required by the ACA 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.
Clause 10

(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 under Part 12 of the Act; or
(f) to provide information for assisting enforcement agencies or safeguarding national security under Part 14 of the Act; or
(g) to provide services connected with the matters mentioned in paragraphs (a), (b), (c) and (d); or
(h) to undertake any other activities specified by the ACA 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.

Note Section 314 of the Act deals with conditions that apply when information is given.

(9) Access under subclause (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; and

(b) Part 13 of the Act.

(10) For a determination of price or price-related conditions under subparagraph (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 subclause (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 subclause (7) may be:

(a) a single request; or

(b) part of a continuing arrangement between the licensee and the provider.

(12) A request under subclause (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 **Differential charging conditions**

(1) If the licensee supplies a rental telephone handset with a standard telephone service, the licensee must differentiate between:

(a) its charge for initial supply of the telephone handset; and

(b) its charge for a connection of the telephone handset at the customer’s premises; and

(c) its charge for connecting the standard telephone service; and

(d) its annual charge for supplying the telephone handset; and

(e) its annual service charge for supplying the standard telephone service.

12 **Digital data capability**

The licensee must be in a position to make available, within 90 days of a request, a carriage service that provides a digital data capability broadly comparable to that provided by a data channel with a data transmission speed of 64 kilobits per second supplied to end-users as part of the designated basic rate ISDN service:

(a) by 1 July 1997 — to at least 93.4% of the Australian population; and

(b) by 31 December 1998 — to at least 96% of the Australian population.

13 **Local number portability**

(1) Subject to this clause, the licensee must ensure, at its own cost, that its telecommunications network is capable of providing local number portability.

(2) Subject to this clause, the licensee must:

(a) if so requested by Optus; and

(b) as soon as practicable after Optus’s request is received;

provide local number portability in relation to portable local service numbers specified by Optus in its request.

(3) The licensee is not required to comply with subclause (2) unless Optus agrees:

(a) to pay the licensee for customer transfer costs on terms and conditions:

(i) agreed between the licensee and Optus by 1 April 1998; or

(ii) failing agreement, determined by the ACCC by 1 May 1998; and

(b) to contribute to the licensee’s call conveyancing costs at the level of one cent per call.

(4) Subject to subclauses (5) and (9), the licensee must comply with:

(a) subclause (1) by 1 May 1998 and at all times on and after 1 May 1998; and

(b) subclause (2) at all times on and after 1 May 1998.

(5) The ACA may, by instrument in writing:
(a) determine that it is unreasonable to expect the licensee to comply with subclauses (1) and (2) by the date and times referred to in subclause (4); and
(b) specify a later compliance date and later compliance times for subclause (4).

(6) If the ACA makes a determination under subclause (5), the licensee must comply with subclauses (1) and (2) on such date and times as are specified in the determination.

(7) In determining whether it is unreasonable to expect the licensee to comply with subclauses (1) and (2) by the date and times referred to in subclause (4), the ACA must have regard to whether the licensee’s inability to comply is directly or substantially attributable to:
(a) Optus’s level of co-operation in the development and implementation of arrangements necessary to provide for local number portability; or
(b) significant events of a technical or engineering nature that the licensee could not have reasonably anticipated.

(8) Subclause (7) is intended to limit the matters to which the ACA may have regard for subclause (5).

(9) The ACA may, by instrument in writing, determine that it is unreasonable to expect the licensee to comply with subclauses (1) and (2) in certain areas currently served by exchanges where, in its opinion, providing local number portability is not technically feasible.

(10) A determination under subclause (9) may be unconditional or subject to such conditions (if any) as are specified in the determination.

(11) For subclause (9), in determining whether it is unreasonable to expect the licensee to comply with subclauses (1) and (2), the ACA may only have regard to whether the licensee’s inability to comply is directly attributable to the technical feasibility of providing local number portability from a particular exchange.

14 Cessation of clause 13

If the numbering plan in force from time to time requires the licensee to provide number portability or limited portability (within the meaning of that plan) in relation to portable local service numbers, clause 13 will cease to have effect at the earlier of the time when:
(a) the licensee and Optus agree, in accordance with section 462 of the Act, on the terms and conditions on which the licensee will provide number portability or limited portability in relation to portable local service numbers; or
(b) these terms and conditions are determined under section 462 of the Act by:
   (i) an arbitrator appointed by the licensee and Optus; or
   (ii) the ACCC.
15 Replacement of AMPS network

(1) Subject to subclauses (2) and (3), the licensee must:

(a) by 31 December 2000:

(i) install and operate an 800 MHz band digital mobile telecommunications network; and

(ii) ensure that it operates in non-metropolitan areas one or more terrestrial digital mobile telecommunications networks (the equivalent networks) which together provide coverage in non-metropolitan areas that is reasonably equivalent to that of its AMPS network that was in place on 30 June 1998; and

(b) cease operation of a particular non-metropolitan AMPS site:

(i) within 90 days of commencing to supply an alternative digital mobile telecommunications service which has a coverage reasonably equivalent to the AMPS services provided by that site; or

(ii) subject to subclause (13), by 31 December 1999; whichever is later.

Note For the purposes of subclause 15 (1), is intended that any assessment of what constitutes the AMPS network that was in place on 30 June 1998 and what constitutes reasonably equivalent coverage will be primarily informed by the ACA’s Report ‘Investigation of AMPS regional coverage under subsection 510 (3) of the Telecommunications Act 1997’ dated June 1998.

(2) Subject to subclauses (4) and (7), the licensee is not required to comply with an obligation under subclause (1) in relation to a particular non-metropolitan AMPS site if the licensee is unable to comply with that obligation in relation to that site because of circumstances beyond its reasonable control.

(3) The licensee is not required to comply with subparagraph (1) (a) (ii) in relation to a particular non-metropolitan area in which another carrier or carriage service provider operates a digital mobile telecommunications network that the ACA has certified in writing provides reasonably equivalent services to the AMPS services provided by a non-metropolitan AMPS site.

(4) By 31 December 1999, the licensee must, subject to subclause (13), cease operation of:

(a) all metropolitan AMPS sites; and

(b) at least 130 non-metropolitan AMPS sites, which sites are to be determined by the licensee.

(5) By 31 December 1998, the licensee must notify the relevant parties of the number and locations of the non-metropolitan AMPS sites that are to cease operation by 31 December 1999.

(6) By 1 October 1999, the licensee must notify the relevant parties of any revision of this number and those locations.
Clause 15

(7) The licensee must ensure that:
   (a) the first 50% of non-metropolitan AMPS sites remaining open after 31 December 1999 cease operation by 30 June 2000; and
   (b) the remaining 50% of those sites cease operation by 31 December 2000.

(8) By 31 December 1999, the licensee must notify the relevant parties of the number and locations of those non-metropolitan AMPS sites that are to cease operation by 30 June 2000.

(9) By 1 April 2000, the licensee must notify the relevant parties of any revision of this number and those locations.

(10) If the licensee receives notice from another carrier or carriage service provider of its intention to supply alternative digital mobile telecommunications services which the ACA has certified in writing will be reasonably equivalent services to the AMPS services provided by a particular non-metropolitan AMPS site, the licensee must cease operation of that site from either:
    (a) the day alternative services which the ACA has certified in writing will be reasonably equivalent to the AMPS services commence; or
    (b) 90 days after receipt of the notice;
    whichever is later.

(11) If another carrier or carriage service provider commences to supply alternative digital mobile telecommunications services which the ACA has certified in writing will be reasonably equivalent services to the AMPS services provided by a non-metropolitan AMPS site without the licensee having received a notice referred to in subclause (10), the licensee must cease operation of the AMPS site within 90 days of becoming aware that the alternative services have commenced and the other carrier or provider has received an ACA certification.

(12) The licensee must comply with any written determination made by the ACA, following consultation with the licensee, about what constitutes:
    (a) coverage reasonably equivalent to that of the licensee’s AMPS network that was in place on 30 June 1998;
    (b) coverage reasonably equivalent to the AMPS services provided by a non-metropolitan AMPS site; or
    (c) reasonably equivalent services to the AMPS services provided by a non-metropolitan AMPS site.

(13) After 31 December 1999, the licensee may operate an AMPS site referred to in subparagraph 15 (1) (b) (ii) or subclause 15 (4) for the following periods and purposes only:
    (a) from midnight on 31 December 1999 until midnight on 1 January 2000:
       (i) for any purpose referred to in paragraph (b); or
       (ii) to continue the carriage of calls in progress at midnight on 31 December 1999; and
Clause 17

Provision of information to CUSPs and aspirant CUSPs

(1) In this clause:

aspirant CUSP means a person that:

(a) is considering applying to the ACA under section 13A of the Consumer Protection Act for approval as a competing universal service provider for a contestable area; and

(b) has completed, signed and provided to the licensee and the ACA a deed poll of a kind specified in Schedule 3.


contestable area means an area determined under section 9G of the Consumer Protection Act as a universal service area in which a service obligation referred to in section 9 of that Act has been made contestable under section 11C of that Act.

CUSP means competing universal service provider.

disallowable instrument means an instrument that is a disallowable instrument for the purposes of section 46A of the Acts Interpretation Act 1901.

(2) Subject to this clause, the licensee must provide a CUSP or an aspirant CUSP, on request, with the following information for a contestable area which the CUSP or aspirant CUSP has specified in its deed poll:

(a) such information specified in Schedule 2 as is specifically requested by the CUSP or aspirant CUSP in the format specified in that Schedule relating to the specified contestable area; and

(b) any other information requested by the CUSP or aspirant CUSP relating to the contestable universal service area specified in the deed poll that:

(i) is in the possession or control of the licensee by virtue of the licensee being or having been since 1 July 2000 a universal service provider in the area comprising all or part of the specified contestable area; and

(ii) in the case of an aspirant CUSP, would assist the aspirant CUSP to decide whether to enter the identified universal service contestable area as a CUSP; and

(iii) in the case of a CUSP or aspirant CUSP, inform the CUSP or aspirant CUSP about operating as a CUSP in that area.

Note Under subclause (5) a request under paragraph (2) (b) must be reasonable.

(3) The licensee is not required to provide the information referred to in subclause (2) to a CUSP or an aspirant CUSP unless the CUSP or aspirant
Clause 17

CUSP provides the licensee and the ACA with a completed and signed copy of:

(a) any deed poll that is determined by the ACA by disallowable instrument from time to time; or
(b) if no deed poll is determined by the ACA under paragraph (a), the deed poll in Schedule 3.

(4) The licensee must provide the CUSP or aspirant CUSP with the information referred to in paragraph (2) (a) free of charge and:

(a) within 28 days after the licensee receives the request for the information; or
(b) if the information is of a kind that the licensee has previously prepared to provide to another CUSP or aspirant CUSP, within 5 days after the licensee receives the request for the information; or
(c) within such longer period as is agreed in writing between the licensee and the CUSP or aspirant CUSP.

Note For the purposes on this subclause, under subclause (9) the licensee must keep a register of information prepared and provided to CUSPs and aspirant CUSPs pursuant to clause 17 and provide to the ACA a copy of such information as is provided.

(5) Providing the requirements of subclause (3) are met and the request under paragraph (2) (b) is reasonable, the licensee must comply with the request.

Note In the event that the licensee disputed the reasonableness of a request, the reasonableness of the request would be a matter determined by the ACA under its functions under section 6 of the Australian Communications Authority Act 1997 of:

(a) regulating telecommunications in accordance with the Telecommunications Act 1997 and the Telecommunications (Consumer Protection and Service Standards) Act 1999; and
(b) advising and assisting the telecommunications industry.

(6) Where the licensee provides information under paragraph (2) (a), the licensee may:

(a) require the information to be returned to it after 180 days of its receipt by the CUSP or aspirant CUSP; or
(b) provide for its automatic deactivation after 180 days of its receipt by the CUSP or aspirant CUSP;

unless:

(c) otherwise agreed in writing between the licensee and the CUSP or aspirant CUSP; or
(d) in the case of an aspirant CUSP, before the expiry of the 180 days the aspirant CUSP lodges an application to become a CUSP, in which case the aspirant CUSP may keep the information relevant to the universal service area for which it has sought approval as a CUSP until the ACA approves or refuses to approve the person as a CUSP; or
(e) in the case of an CUSP, the ACA approves the person as a CUSP, in which case the CUSP may keep information relevant to the universal service area for which it has received approval until it ceases to be a CUSP.
(7) The licensee is not exempt from providing the same information to a CUSP or an aspirant CUSP even though the licensee may have provided it to the CUSP or aspirant CUSP previously and the information has been subsequently returned or deactivated.

(8) The licensee must provide the CUSP or aspirant CUSP with the information referred to in paragraph (2) (b) relating to the contestable universal service area specified in the deed poll on such terms and conditions as are:
   (a) agreed between the licensee and the CUSP or aspirant CUSP; or
   (b) failing agreement, determined by a mediator agreed by both parties; or
   (c) failing agreement on a mediator, by the ACA or by a mediator determined by the ACA.

(9) The licensee must:
   (a) maintain a register of information provided to CUSPs and aspirant CUSPs under this clause;
   (b) advise the ACA of information it provides to CUSPs and aspirant CUSPs; and
   (c) provide a copy of information provided to CUSPs or aspirant CUSPs to the ACA for the confidential use of the ACA, the Minister for Communications, Information Technology and the Arts and the Department of Communications, Information Technology and the Arts.

18 Obligations in relation to the Extended Zones

(1) In this clause:
   Always-on Service has the same meaning as in the Agreement.
   Agreement means the agreement entitled ‘Agreement for the provision of untimed local calls, untimed Internet access and other carrier services to Extended Zones’ dated 1 June 2001 between the Commonwealth and the licensee, as amended from time to time.
   BPS Service has the same meaning as in the Agreement.
   cessation time means the earlier of:
   (a) the date of termination of the Agreement, not being a termination for convenience in circumstances where $150 million has been paid to the licensee under the terms of the Agreement; and
   (b) the end of 31 May 2011.
   Extended Zone has the same meaning as in the Agreement.
   Phase 2 of the Network Upgrade has the same meaning as in the Agreement.

(2) Beginning on a date in accordance with the indicative timetable for delivery specified in section 5.3 of Schedule 1 to the Agreement the licensee must:
   (a) continue to make available to Extended Zone customers an always-on Internet service in accordance with section 5.1 of Schedule 1 to the Agreement; and
   (b) achieve the service levels for the Always-on Service specified in section 5.2 of Schedule 1 to the Agreement.
(3) Beginning on the earlier of:
(a) 15 April 2003; and
(b) the date of completion of Phase 2 of the Network Upgrade under section D of Schedule 1 to the Agreement,
the licensee must provide new service connections in the Extended Zones in accordance with section 6.1 (a) (i) of Schedule 1 to the Agreement.

(4) The licensee must continue to support and resource or, where applicable, provide the customer support services referred to in sections 7.1 (a) and 7.1 (c) (vi) of Schedule 1 to the Agreement.

(5) Beginning on 31 December 2002 the licensee must make available the customer support services referred to in sections 7.1 (b) and 7.1 (c) (i) to (v) of Schedule 1 to the Agreement.

(6) Beginning on the date of completion of Phase 2 of the Network Upgrade in an Extended Zone customer’s area under section D of Schedule 1 to the Agreement, the licensee must provide to customers in that area the faster dial-up data access speeds services referred to in section 9.1 of Schedule 1 to the Agreement in accordance with the timeframe and conditions referred to in that section.

(7) Once the licensee has made the BPS available to customers in an Extended Zone in accordance with section 5.3 of Schedule 1 to the Agreement, the licensee must, subject to the necessary software being available, offer to those customers in that Extended Zone who subscribe to the BPS Service the content development and education services referred to in sections 10.1 (a) and (c) of that Schedule.

(8) Beginning on 1 July 2002 the licensee must make available to Extended Zone customers who subscribe to the BPS Service the video conferencing services referred to in section 11.1 of Schedule 1 to the Agreement.

(9) The licensee must provide reports in accordance with clause 14 and Schedule 6 to the Agreement.

(10) The licensee must include the information specified in clause 14.2 (a) (2) of the Agreement in:
(a) the Telstra Public Switched Telephone Service (PSTS) Section of the document known as the Telstra Standard Form of Agreement as in force or existing from time to time; or
(b) individual agreements with customers in the Extended Zones.

(11) Once the licensee has completed Phase 2 of the Network Upgrade in an Extended Zone in accordance with section D of Schedule 1 to the Agreement the licensee must, in that Extended Zone, achieve the service levels referred to in section 17.3 (b) (iii) of that Schedule.

(12) The obligations in relation to the Extended Zones provided for in this clause end at the cessation time.

(13) The obligations of the licensee provided for in this clause are subject to:
(a) clause 7 of the Agreement; and
(b) any amendments to those obligations agreed between the Commonwealth and the licensee.

19 Priority assistance arrangements

(1) In this clause, clause 21 and Schedule 4, and the definitions of alternative service, interim priority service, and priority customer in clause 3:

*customer* means:

(a) a customer of the licensee; or

(b) a person who requests, or has requested, the connection of a STS from the licensee, and to whom the licensee has an obligation to provide a STS or is willing to provide a STS; but does not include a carrier or a carriage service provider.

(2) Subject to this clause, 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; and

(b) 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) In developing a priority assistance policy for priority customers under subclause (2) the licensee must:

(a) consult with the Department of Communications, Information Technology and the Arts and ACMA; and

(b) ensure that the priority assistance policy adequately addresses all of the objectives set out in Schedule 4; and

(c) review the licensee’s other relevant policies and systems including its Community, Essential and Emergency Service Policy, to ensure that they are consistent with the priority assistance policy.

*Note* The licensee’s Community, Essential and Emergency Service Policy is a draft internal Telstra document, Policy 008 737, January 2002.

(4) The licensee must receive approval from the Minister of its priority assistance policy before it will be taken to have complied with the obligation in paragraph (2) (a), but may implement its policy prior to approval being received. The Minister may, by written notice:

(a) require the licensee to make changes to that policy prior to giving his approval; or

(b) require the licensee to make changes to the timeframes for implementing that policy.

(5) If a priority assistance policy of the licensee has been approved by the Minister the 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 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 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 ACMA.

(6) The licensee must comply with a written notice that is given to it under paragraph (4) (a), (4) (b) or (5) (b).

(7) After receiving approval for all parts of the priority assistance policy from the Minister, the licensee must:

(a) provide a draft variation of its USO policy statement and USO standard marketing plan to ACMA for approval as the licensee’s approved USO policy statement and approved USO standard marketing plan under section 12W of the Consumer Protection Act; and

(b) ensure that each of the draft variations under paragraph (a) includes a brief statement accurately summarising the licensee’s obligations under the final priority assistance policy and describing any relationship between the priority assistance policy and other elements of the USO standard marketing plan and that the USO standard marketing plan includes as an appendix a copy of the final priority assistance policy; and

(c) ensure the draft variation under paragraph (a) is provided to ACMA as soon as practicable.

(8) The licensee must, in conjunction with ACMA, develop a record keeping and reporting regime in relation to priority service arrangements and provide information to ACMA on a quarterly basis, or such other times as notified to the licensee by ACMA, including:

(a) the number of applications for registration as priority customers received; and

(b) the proportion of applications accepted; and

(c) the number of customers levied a cost recovery charge after failing to meet the eligibility criteria; and

(d) the number of requests for priority assistance connections in urban, rural and remote areas; and

(e) the proportion of requests for priority assistance connections in urban, rural and remote areas meeting the priority assistance policy service connection fulfilment objectives; and

(f) the number of requests for priority assistance service restoration in urban, rural and remote areas; and

(g) the proportion of requests for priority assistance service restorations in urban, rural and remote areas meeting the priority assistance policy service restoration objectives; and

(h) the proportion of requests for priority assistance satisfied with interim or alternative services (connections and restorations); and
(i) the number of priority customers experiencing 2 or more faults in a 3 month period during which they were a priority customer; and

(j) details of requests for priority assistance in relation to which the licensee has been unable to meet the timeframes specified in:
   (i) subparagraph (a) (i) or (a) (ii) of item (13) of Schedule 4;
   (ii) subparagraph (b) (i) or (b) (ii) of item (13) of Schedule 4;
   (iii) subparagraph (a) (i) or (a) (ii) of item (14) of Schedule 4;
   (iv) subparagraph (b) (i) or (b) (ii) of item (14) of Schedule 4;
including an explanation of the circumstances (including location, time and duration) that have prevented the timeframes being met.

(9) In the period before the licensee has implemented its priority assistance policy fully, the licensee must put in place interim arrangements reasonably expected to maximise service continuity to known priority customers.

21 Exemptions from the Customer Service Guarantee

(1) In this clause:


(2) The licensee may not rely on an exemption under subsection 22 (1) of the CSG Standard from complying with a performance standard under Part 2 of the CSG Standard with which a carriage service provider must comply unless:

   (a) in the case where notice of the exemption is issued under section 23 of the CSG Standard, the notification described under subsection 23 (2) of the CSG Standard is posted to each customer to whom the exemption relates in the shortest possible time, but in any event no later than 4 working days after the day on which the exemption takes effect; or

   (b) in the case where notice of the exemption is issued under section 24 of the CSG Standard:

      (i) the notification referred to in paragraph 24 (1) (a) of the CSG Standard is published in the shortest possible time, but in any event the request for the notice to be published must be sent to a relevant newspaper publisher no later than 4 working days after the day on which the exemption takes effect; and

      (ii) the notification described under paragraphs 24 (1) (b) and (c) of the CSG Standard is provided and published, respectively, in the shortest possible time, but in any event no later than 3 working days after the day on which the exemption takes effect.

(3) Where the licensee proposes to rely on an exemption under subsection 22 (1) of the CSG Standard from complying with a performance standard under Part 2 of the CSG Standard with which a carriage service provider must comply, the licensee must ensure that:

   (a) any information provided to the ACA, the Telecommunications Industry Ombudsman and affected customers in relation to an outage,
includes a precise description of the number ranges and geographic area affected and the reason for the outage; and
(b) any affected priority customers which contact the licensee are advised of any exemptions in place which apply to their phone service on contacting the licensee; and
(c) the exemption under subsection 22 (1) of the CSG Standard is only issued for areas that are affected by the cause of the outages or affected by the need to move staff or equipment from another associated area to attend the outage.

Note Unless otherwise specified, this clause applies to the use of exemptions from the CSG Standard for all customers of the licensee and is not limited to priority customers.

22 Low-income measures

(1) By 1 July 2002, the licensee must offer, or have a plan for offering, products and arrangements to low-income customers (the low-income package) that has been:
   (a) endorsed by low-income consumer advocacy groups; and
   (b) notified in writing to the ACA.

(2) The low-income package must include details of the dates by which products or arrangements not offered to low-income customers from 1 July 2002 will be offered to such customers.

(3) The licensee must comply with the low-income package as in force or existing from time to time.

(4) The licensee must maintain and adequately resource a Low-income Measures Assessment Committee (LIMAC), comprising representatives of such organisations as are approved by the Minister in writing from time to time.

(5) The role of LIMAC will be:
   (a) to assess proposed changes to the low-income package or to the marketing plan for the low-income package; and
   (b) to report annually to the Minister on the effectiveness of the low-income package and of its marketing by the licensee.

(6) From 1 July 2002, 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.

(7) 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.

(8) If the licensee makes a significant change to the low-income package, the licensee must give the ACA a revised version of the package incorporating the change.
Clause 23

Obligations in relation to the provision of mobile phone services to towns with populations over 500

(1) In this clause:

**Actual Acceptance Date** has the same meaning as in the Agreement.

**Agreement** means the Deed of Agreement dated 3 April 2002, as amended from time to time, between the Commonwealth and the licensee in relation to the provision of funding for mobile phone coverage in Designated Towns with populations over 500.

**Coverage** has the same meaning as in the Agreement.

**Designated Town** has the same meaning as in the Agreement.

**Operational Coverage Map** has the same meaning as in the Agreement.

**Roaming** has the same meaning as in the Agreement.

**Services** has the same meaning as in the Agreement.

(2) In this clause, a reference to the date on which the Services come into operation is a reference to the date on which the acceptance of the Services is completed as specified in item 2.11 of Schedule 1 of the Agreement.

(3) On or after the date on which the Services come into operation in each Designated Town, the licensee must:

(a) provide mobile telephone services to each Designated Town; and

(b) ensure that the area of Coverage in public coverage maps issued by the licensee after the provision of the Operational Coverage Maps is at least equal to the coverage shown in the Operational Coverage Maps; and

(c) provide Coverage in accordance with Schedule 1 of the Agreement and the area shown in the Operational Coverage Maps; and

(d) provide for complaints handling and reports on complaints handling as provided for in Item 2.12 of Schedule 1 of the Agreement and Item 1.1 (c) (iv) of Schedule 7 of the Agreement.

(4) On or after the Actual Acceptance Date, the licensee must, in relation to each Designated Town:

(a) make offers of Roaming (where applicable) as provided for in Item 2.8 of Schedule 1 of the Agreement; and

(b) maintain and upgrade service levels to the same standard that is generally available to the rest of the licensee’s network; and

(c) provide comparable pricing and features to those generally available to the rest of the licensee’s network; and

(d) provide continued opportunities for Australian and New Zealand suppliers under the conditions that apply to the Agreement; and

(e) provide the reports specified in Item 4 of Schedule 7 of the Agreement.

(5) Paragraph (3) (a) will continue, subject to applicable legislation:

(a) for a period of 5 years; and

(b) for a further period of 5 years unless the Commonwealth agrees (with the Commonwealth not to unreasonably withhold its consent) that
Clause 24

external technological and/or regulatory changes make it commercially impracticable or unviable for the licensee to provide the Services in a Designated Town or which otherwise require the licensee to review the method by which mobile telephone coverage is provided in the Designated Town.

(6) Paragraphs (3) (b), (3) (c), (3) (d) and subclause (4) will continue until the date that is 5 years from the Actual Acceptance Date.

(7) The obligations of the licensee under this clause are subject to:

(a) clause 7 of the Agreement; and

(b) any amendments to those obligations agreed between the Commonwealth and the licensee.

24  Network reliability framework — definitions and general requirements

(1) In this clause and in clauses 25, 26 and 27:

ACA’s Report on USO Service Reliability means the report of the ACA 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 number of network events on that cable run over a continuous six calendar month period or such other period as is notified by 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 2000 (No. 2) 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 19 of that Standard.

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

ESA means a Telstra Exchange Service Area specified in Attachment 7A to the Telstra Public Switched Telephone Service (PSTS) Section of the document known as the Telstra Standard Form of Agreement as in force or existing from time to time.

ESA category means a category of ESA referred to in Table 1 of subclause 26 (1).
Clause 25

**fault or service difficulty**, in relation to a CSG service, has the same meaning as in the *Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2)*.

**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 ACMA from time to time.

**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.

**network event** means a fault or service difficulty in a cable run in relation to a standard telephone service 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.

**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.

(2) The licensee must provide any information or report (however described) that is required to be provided to ACMA under any provision in clause 25, 26 or 27 in the form approved by ACMA for the purposes of the provision in question.

(3) For the purposes of subclause 26 (1), the relative performance of cable runs is to be assessed by a method approved in writing by ACMA.

25 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 ACMA agrees in writing, provide a report and supporting data to 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 subclause (1) within 20 working days of the end of each calendar month or such other timeframe as ACMA agrees in writing; and
   (b) provide the report and supporting data mentioned in subclauses (1) and (2) to ACMA for publication by ACMA if ACMA, following consultation with the licensee, considers the report and supporting data appropriate for publication.

26 Monitoring, remediation and reporting at the Cable Run level

(1) 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 below; 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 ACMA within 15 working days of the end of each calendar month.

<table>
<thead>
<tr>
<th>Table 1</th>
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<tbody>
<tr>
<td>ESA category</td>
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<td>Number of operational CSG services</td>
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<table>
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<tr>
<th>Table 2</th>
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<tr>
<td>Step 1</td>
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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) On receipt of a remediation list under subclause (1), ACMA may:
(a) approve the list; or
(b) refuse to approve the list.

(3) If ACMA refuses to approve the remediation list, ACMA must direct the licensee to give ACMA a fresh remediation list within 5 working days. ACMA’s direction must have regard to the requirements of subclause (1).

(4) If 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 ACMA agrees in accordance with subclause (5), complete the remediation in relation to each of the cable runs on the list.

(5) If so requested by the licensee, in writing, 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 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 ACMA has approved a written plan to provide services to all affected customers.

(6) Any request by the licensee for an extension under subclause (5) must be made to ACMA:
(a) if paragraph (5) (a) applies, or the licensee reasonably expects that paragraph (5) (a) will apply — at least 20 working days before the end of the current period allowed for remediation; or
(b) if paragraph (5) (b) or (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.

(7) ACMA must give the licensee written notice of its decision under subclause (5) within 15 working days of receipt of the licensee’s written request under subclause (6).

(8) Within 10 working days of the end of each calendar month ending after the end of six calendar months following the completion of the remediation of
Clause 26

one or more cable runs, the licensee must report in writing to 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.

(9) 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 subclause (8) 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 ACMA to waive the requirement for a fresh remediation plan (a waiver application).

(10) If a waiver application is made, ACMA must notify the licensee of its decision on the application within 15 working days after ACMA receives the application.

(11) If ACMA approves a waiver application, then no further remediation is required under this clause unless the cable run is included in a future remediation list approved by ACMA under subclause (2).

(12) If ACMA does not approve a waiver application, then the licensee must provide to ACMA a further fresh written remediation plan satisfying the requirements of paragraph (9) (a) within 30 working days after the licensee’s receipt of ACMA’s notice under subclause (10).

(13) Unless 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 subclause (10) or ACMA’s receipt of a fresh remediation plan under paragraph (9) (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 subclause (4).

(14) Within 20 working days of the end of each financial year, the licensee must provide a written report to ACMA about remediation conducted under this clause 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 (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 ACMA under subclause (2), its size (ie whether it
Clause 27

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 ACMA within 10 working days of the end of each calendar month in which a contravention has occurred, or such other timeframe as ACMA agrees in writing, providing the following details:

(a) the telephone number, or such other unique identifier as 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 subclause (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 subclause 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.
difficulties on that access line if ACMA, following consultation with the licensee, considers that that information is relevant.

(5) ACMA may request the licensee, in writing, to give ACMA, within 15 working days, or such other timeframe as ACMA agrees in writing, further information about the report.

(6) After considering the licensee’s proposed remediation action under paragraphs (4) (i) and (j), ACMA may agree, or refuse to agree, to the action.

(7) If ACMA neither agrees, nor refuses to agree, to the proposed remediation action before whichever of the following periods is applicable:

(a) if ACMA did not give a request under subclause (5) in relation to the proposed remediation action — the period of 10 working days after the day on which ACMA received the licensee’s report under subclause (4);

(b) if ACMA gave a request under subclause (5) in relation to the proposed remediation action — the period of 10 working days after the day on which the request was complied with;

ACMA is taken, at the end of that period, to have agreed to the proposed remediation action.

(8) If ACMA refuses to agree to the proposed remediation action, ACMA must give written notice of the refusal to the licensee, together with ACMA’s reasons for the refusal.

(9) If ACMA notifies the licensee under subclause (8), the licensee must:

(a) review the proposed remediation action with a view to addressing ACMA’s concerns; and

(b) submit a revised proposal for remediation to ACMA within 10 working days after receiving ACMA’s notice under subclause (8), or such other timeframe as ACMA agrees in writing.

(10) If the licensee submits a revised proposal as mentioned in paragraph (9) (b), subclauses (6), (7) and (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 ACMA has agreed, or to which ACMA is taken to have agreed under subclause (7), and demonstrate to ACMA’s satisfaction that the agreed remediation has been completed within the timeframes specified in the agreed remediation plan or such other timeframes as ACMA agrees in writing.

(12) Within 15 working days after the end of each quarter, or within such other timeframe as ACMA agrees in writing, the licensee must provide information to ACMA under this clause for publication by ACMA at its discretion (taking into account any views of the licensee concerning publication of the information) where the remediation action to which ACMA has agreed, or to which ACMA is taken to have agreed under subclause (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 clause.

(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 ACMA within 10 working days of the end of each calendar month in which the difficulties occurred.

(15) For the purposes of this clause, the licensee must provide sufficient information to ACMA, including its own assessment of whether a fault or service difficulty is related, to allow 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 ACMA to allow ACMA to make its decision within 15 working days after ACMA receives the report mentioned in subclause (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 subclause (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 (a), report to ACMA in relation to its further remediation of the fault or service difficulties.

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

(18) In this clause:

  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 clause.

  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 clause; or
   (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 clause.

  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 subclause (4) and the completion of the remediation of the service under this clause.
28 **Methodologies**

The licensee must develop the methodologies for preparing and verifying data for the purposes of clauses 25, 26 and 27 in consultation with ACMA.

29 **Obligations in relation to the provision of mobile phone coverage in selected population centres**

(1) In this clause:

*Actual Acceptance Date* has the same meaning as in the Agreement.

*Agreement* means the Deed of Agreement dated 11 July 2002, as amended from time to time, between the Commonwealth and the licensee in relation to the provision of funding under the regional mobile phone program for mobile phone coverage in selected population centres.

*Coverage* has the same meaning as in the Agreement.

*Designated Town* has the same meaning as in the Agreement.

*Operational Coverage Map* has the same meaning as in the Agreement.

*Roaming* has the same meaning as in the Agreement.

*Services* has the same meaning as in the Agreement.

(2) In this clause, a reference to the date on which the Services come into operation is a reference to the date on which the acceptance of the Services is completed as specified in item 2.11 of Schedule 1 of the Agreement.

(3) On or after the date on which the Services come into operation in each Designated Town, the licensee must:

(a) provide mobile telephone services to each Designated Town; and

(b) ensure that the area of Coverage in public coverage maps issued by the licensee after the provision of the Operational Coverage Maps is at least equal to the coverage shown in the Operational Coverage Maps; and

(c) provide Coverage in accordance with Schedule 1 of the Agreement and the area shown in the Operational Coverage Maps; and

(d) provide for complaints handling and reports on complaints handling as provided for in Item 2.12 of Schedule 1 of the Agreement and Item 1.1 (c) (iv) of Schedule 7 of the Agreement.

(4) On or after the Actual Acceptance Date, the licensee must, in relation to each Designated Town:

(a) make offers of Roaming (where applicable) as provided for in Item 2.8 of Schedule 1 of the Agreement; and

(b) maintain and upgrade service levels to the same standard that is generally available to the rest of the licensee’s network; and

(c) provide comparable pricing and features to those generally available to the rest of the licensee’s network; and

(d) provide continued opportunities for Australian and New Zealand suppliers under the conditions that apply to the Agreement; and

(e) provide the reports specified in Item 4 of Schedule 7 of the Agreement.
(5) Paragraph (3) (a) will continue, subject to applicable legislation:
   (a) for a period of 5 years; and
   (b) for a further period of 5 years unless the Commonwealth agrees (with
       the Commonwealth not to unreasonably withhold its consent) that
       external technological and/or regulatory changes make it commercially
       impracticable or unviable for the licensee to provide the Services in a
       Designated Town or which otherwise require the licensee to review the
       method by which mobile telephone coverage is provided in the
       Designated Town.

(6) Paragraphs (3) (b), (3) (c), (3) (d) and subclause (4) will continue until the
    date that is 5 years from the Actual Acceptance Date.

(7) The obligations of the licensee under this clause are subject to:
    (a) clause 7 of the Agreement; and
    (b) any amendments to those obligations agreed between the
        Commonwealth and the licensee.

30 Obligations in relation to the provision of mobile phone
coverage on selected highways

(1) In this clause:
   \textit{Actual Acceptance Date} has the same meaning as in the Agreement.
   \textit{Agreement} means the Deed of Agreement dated 15 August 2002, as
   amended from time to time, between the Commonwealth and the licensee in
   relation to the provision of funding under the regional mobile phone
   program for mobile phone coverage on selected highways.
   \textit{Coverage} has the same meaning as in the Agreement.
   \textit{Designated Highway} has the same meaning as in the Agreement.
   \textit{Operational Coverage Map} has the same meaning as in the Agreement.
   \textit{Roaming} has the same meaning as in the Agreement.
   \textit{Services} has the same meaning as in the Agreement.

(2) In this clause, a reference to the date on which the Services come into
    operation is a reference to the date on which the acceptance of the Services
    is completed as specified in item 2.11 of Schedule 1 of the Agreement.

(3) On or after the date on which the Services come into operation in relation to
    each Designated Highway, the licensee must:
   (a) provide mobile telephone services to each Designated Highway; and
   (b) ensure that the area of Coverage in public coverage maps issued by the
       licensee after the provision of the Operational Coverage Maps is at
       least equal to the coverage shown in the Operational Coverage Maps; and
   (c) provide Coverage in accordance with Schedule 1 of the Agreement and
       the area shown in the Operational Coverage Maps; and
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(d) provide for complaints handling and reports on complaints handling as provided for in Item 2.12 of Schedule 1 of the Agreement and Items 1.1 (c) (iv) and 4.1 (d) of Schedule 7 of the Agreement.

(4) On or after the Actual Acceptance Date, the licensee must, in relation to each Designated Highway:
   (a) make offers of Roaming (where applicable) as provided for in Item 2.8 of Schedule 1 of the Agreement; and
   (b) maintain and upgrade service levels to the same standard that is generally available to the rest of the licensee’s network; and
   (c) provide comparable pricing and features to those generally available to the rest of the licensee’s network; and
   (d) provide continued opportunities for Australian and New Zealand suppliers under the conditions that apply to the Agreement; and
   (e) provide the reports specified in Item 4 of Schedule 7 of the Agreement.

(5) Paragraph (3) (a) will continue, subject to applicable legislation:
   (a) for a period of 5 years; and
   (b) for a further period of 5 years unless the Commonwealth agrees (with the Commonwealth not to unreasonably withhold its consent) that external technological and/or regulatory changes make it commercially impracticable or unviable for the licensee to provide the Services to a Designated Highway or which otherwise require the licensee to review the method by which mobile telephone coverage is provided along the Designated Highway.

(6) Paragraphs (3) (b), (3) (c), (3) (d) and subclause (4) will continue until the date that is 5 years from the Actual Acceptance Date.

(7) The obligations of the licensee under this clause are subject to:
   (a) clause 7 of the Agreement; and
   (b) any amendments to those obligations agreed between the Commonwealth and the licensee.

31 Internet assistance program for dial-up Internet access

Internet assistance program

(1) The licensee must upon request by a customer in an eligible service area make available to that customer the Internet assistance program for providing the minimum equivalent throughput.

(2) The licensee must ensure the Internet assistance program is provided in a manner that is impartial and competitively neutral.

(3) The licensee is not required to provide the minimum equivalent throughput under subclause (1) to the extent that the licensee is prevented from doing so by circumstances beyond its control, being circumstances that include (but are not limited to) use by a customer of an operating system that is not in common use and lack of cooperation on the part of a customer, a carriage service provider or another third party.
Note 1 The cooperation mentioned in subclause (3) is necessary as effective use and experience of the Internet is dependent on a wide range of factors and requires a higher degree of customer involvement in configuration and other decisions than more traditional telecommunications services such as voice telephony.

Note 2 In the event of a dispute between the licensee and a customer or other party as to whether an operating system was in common use, it is intended that the ACA’s opinion on this matter would prevail.

Technical Support Service

(4) The licensee must provide assistance to a customer who is referred to the Technical Support Service:

(a) at the time of the contact; or

(b) if reasonably unanticipated demand for the Technical Support Service makes it necessary, at a consultation time agreed with the customer.

(5) For the purposes of paragraph 4 (b), the licensee must offer a consultation time that is:

(a) within 5 working days after the day on which the customer first contacts the Technical Support Service; or

(b) a later day and a later time if the customer prefers.

(6) Where the licensee undertakes a consultation under paragraph (4) (b), it must complete the consultation:

(a) within 5 working days after the day on which the customer first contacts the Technical Support Service; or

(b) on a later day and at a later time if the customer prefers.

(7) Where, for a particular customer:

(a) use of the On-line Help Service does not result in the minimum equivalent throughput; and

(b) the customer accesses the Technical Support Service; and

(c) the licensee determines that testing and other activities are necessary to determine the appropriate way of providing the customer with the minimum equivalent throughput;

the licensee must complete that testing and other necessary activities within 3 working days.

(8) Where the licensee undertakes testing and other necessary activities mentioned in paragraph 7 (c), the licensee must decide within 2 working days after the conclusion of all testing and other necessary activities undertaken with the cooperation of the customer whether field activities or other activities are necessary and appropriate in the circumstances to provide the minimum equivalent throughput.

(9) If the licensee decides that field activities are necessary and appropriate in the circumstances to provide the minimum equivalent throughput, the licensee must, unless circumstances make it unreasonable, complete those activities within 90 working days after the day on which the licensee makes its decision. This timeframe does not apply in relation to a customer in an Outer Extended Zone until such time as the digital radio concentrator
system on which the customer’s service is provided is upgraded in accordance with the Extended Zones Agreement.

Note The Extended Zones Agreement contains a timetable for the upgrade of digital radio concentrator systems in the Outer Extended Zones.

(10) If the licensee decides that other activities are necessary and appropriate in the circumstances to provide the minimum equivalent throughput, the licensee must, unless circumstances make it unreasonable, complete those activities within 10 working days after the day on which the licensee makes its decision.

Cost recovery by the licensee

(11) For the purposes of this clause the licensee can only charge a customer for costs the licensee reasonably incurs in connection with the acquisition of necessary customer equipment for use by the customer or necessary changes to the customer equipment of the customer. The licensee may only charge such costs if the customer has been advised of, and has agreed to, the charges in advance.

Note It is intended that the licensee will not be able to charge a customer for the cost of data compression software if the licensee considers that such software is the most appropriate means of providing the minimum equivalent throughput. It is also intended that costs associated with applicable standard commercial arrangements between a customer and a service provider will be borne by the customer.

Promotion of the Internet assistance program

(12) The licensee must take reasonable steps to publish and distribute information about the requirements of this clause and its activities to fulfil its obligations under it.

Note 1 It is intended that the ACA as the regulator will determine that the steps the licensee takes are reasonable.

Note 2 It is intended that information be published and distributed via the Internet as well as by more traditional means.

Reporting of the licensee’s compliance with this clause

(13) The licensee must provide the ACA with written reports on its compliance with the requirements of this clause, covering such matters as the ACA reasonably requires.

Note The ACA can require a carrier to keep records and provide information under Part 27 of the Telecommunications Act 1997.

(14) The reports must:

(a) cover the periods of 1 January to 31 March, 1 April to 30 June, 1 July to 30 September, and 1 October and to 31 December, or such other periods as the ACA determines following consultation with the licensee; and

(b) be provided to the ACA within 30 working days after the end of the period to which the report relates, or such other period as the ACA determines following consultation with the licensee.
Licensee’s ongoing contractual obligations

(15) Nothing in this clause affects the licensee’s obligations under:
(a) the Extended Zones Agreement; or
(b) the Internet Assistance Program Funding Deed.

Definitions

(16) In this clause:

carrier service provider has the same meaning as in the Act.
carrier has the same meaning as in the Act.
customer means:
(a) a customer of a carrier or carriage service provider to whom the carrier or provider supplies up to 2 standard telephone services 1 or both of which enables the customer to obtain dial-up access to the Internet over an access line that is part of the licensee’s public switched telephone network but does not include:
   (i) a carrier or carriage service provider; or
   (ii) a customer with an intervening system (such as a PABX) that might limit Internet throughput; or
   (iii) a customer with an interim service or an alternative service, as defined in the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2); or
   (iv) a customer supplied with an interim priority service; or
(b) a nominee of a customer appointed in accordance with procedures of the licensee (if any).
customer equipment has the same meaning as in the Act.
eligible service area means a geographical area within:
(a) a State of Australia; or
(b) the Australian Capital Territory; or
(c) the Jervis Bay Territory; or
(d) the Northern Territory.

Extended Zones Agreement means the Agreement for the provision of untimed local calls, untimed Internet access and other carrier services to Extended Zones dated 1 June 2001 between the Commonwealth and the licensee, as amended from time to time.

field activities means activities undertaken by the licensee in the field, including inspections, on-site testing, maintenance and infrastructure improvements, with the objective of providing a customer with the minimum equivalent throughput.

Internet assistance program means the On-Line Help Service integrated with the Technical Support Service that the licensee can technically and cost effectively employ in appropriate circumstances to assist a customer to achieve the minimum equivalent throughput while accessing the Internet using the customer’s standard telephone service access line that is part of the licensee’s public switched telephone network.
**Internet Assistance Program Funding Deed** means the Funding Deed dated 29 September 2001 between the Commonwealth and the licensee in relation to the Internet Assistance Program, as amended from time to time.

**minimum equivalent throughput** means an Internet throughput experience of a customer that is equivalent to that which would be experienced if the customer were transferring data in an Internet environment:

(a) using a public switched telephone network (PSTN) service that:
   (i) is supplied to fulfil the obligation in paragraph 9 (1) (a) of the Consumer Protection Act; and
   (ii) has a 19.2 kilobits per second line rate capability; and

(b) using a V.90 modem that has direct connection to a server modem and operates using applicable technical protocols and methods (including error correction) for optimal performance that are current as at the commencement of this clause; and

(c) without the use of compression techniques; and

(d) is consistent with the method of assessing minimum equivalent throughput:
   (i) as set out in the document known as *Telstra IAP Self Help – Throughput Tester Technical Specification and Calibration* that was approved by the Internet Assistance Program Advisory Panel on 28 February 2002; or
   (ii) as otherwise determined in writing by the ACA following consultation with the licensee.

Note 1 Minimum equivalent throughput is intended to be a measure of customer experience in relation to basic web browsing and emailing. It is determined by the download time for a set of Internet and email files that would be expected from ordinary Internet usage when transmitted to a customer under reasonable conditions with cooperation from the customer and other service providers, including the licensee. It is not intended to refer to the capability of a customer access line (known as the line rate) to transfer data at a particular speed. The on-line testing facility mentioned in paragraph (a) of the definition of **Technical Support Service** is intended to be available to a customer to enable the customer to assess their Internet throughput against the minimum equivalent throughput.

Note 2 The document known as *Telstra IAP Self Help – Throughput Tester Technical Specification and Calibration* is available from the ACA, including from its website.

**On-Line Help Service** means a service of the licensee that provides:

(a) self-help solutions and resources, including an Internet Self-Help Kit for improving Internet throughput, to customers that are:
   (i) accessible on-line or by a freecall telephone request; and
   (ii) updated to take into account accumulated experience with the Internet assistance program; and

(b) a first contact point for customers and potential customers seeking advice and support to improve their Internet throughput, including help-desk functionality by which suggested changes to the configuration and environment of a customer’s computer, modem or other customer equipment can be recommended; and

(c) appropriate information to promote the use of the Internet by customers, advise how generally to achieve optimal Internet performance and assist customers requiring higher bandwidth or...
alternative Internet access arrangements to identify a range of alternatives (including alternatives to the public switched telephone network) to meet their individual Internet throughput requirements; and

(d) referrals to the Technical Support Service for more detailed assessment and, if necessary, assistance, including field activities, to improve Internet throughput.

**standard telephone service** has the same meaning as in the Consumer Protection Act.

**Technical Support Service** means a service of the licensee that provides:

(a) an on-line testing facility that customers may use to assess their Internet throughput and the adequacy of their service and equipment against the minimum equivalent throughput; and

(b) where appropriate, diagnosis, through remote line assessment or on-site inspections, of the causes of Internet throughput not equalling the minimum equivalent throughput; and

(c) improvement of the performance of the customer access network of the licensee’s public switched telephone network through line-conditioning or other minor works; and

(d) advanced software solutions (for example, data compression solutions such as modem accelerator products); and

(e) other appropriate alternative Internet access technology solutions as notified in writing by the licensee to the ACA.

*Note* The causes mentioned in paragraph (b) of this definition may include, for example, external factors such as electric fence interference or problems associated with internal wiring or difficulties associated with an Internet service provider’s network or services.

### 32 Licensee’s obligation to maintain a local presence in regional, rural and remote parts of Australia

**Local presence obligation**

(1) The licensee must maintain a local presence in regional, rural and remote Australia, to the extent that this:

(a) is broadly compatible with the licensee’s overall commercial interests; and

(b) is not unduly prescriptive and does not impose undue financial and administrative burdens on the licensee.

**Preliminary requirements about local presence plans**

(2) Within 120 days after the commencement of the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2005)*, the licensee must give the Minister a draft local presence plan setting out the range of activities and strategies the licensee deploys or will deploy in regional, rural and remote Australia to fulfil the obligation under subclause (1).
(3) The Minister may give guidance in writing to the licensee as to particular matters the Minister considers relevant in formulating a draft local presence plan. The guidance must not be inconsistent with the requirements of subclause (1).

(4) The licensee must have regard to any guidance given under subclause (3).

(5) A copy of any guidance given under subclause (3) is to be published on the website of the Department of Communications, Information Technology and the Arts (www.dcita.gov.au).

(6) A draft plan must specify the period to which it relates. The period must run for no more than 3 years.

(7) The licensee must have a current local presence plan at all times except:
   (a) within the period mentioned in subclause (2); or
   (b) at any time when the licensee has submitted a draft plan to the Minister and the Minister has not yet approved that draft plan; or
   (c) at any time when the Minister has refused to approve a draft plan and has not approved a fresh draft local presence plan.

(8) For the purposes of subclause (7), the licensee has a current local presence plan if the licensee has given a draft plan to the Minister and the Minister has approved the draft plan, or is taken to have approved the draft plan, under subclause (13) or (14).

(9) A draft plan need not contain any commercially sensitive information.

(10) Notwithstanding subclause (9), the Minister may request the licensee to provide commercially sensitive information, or other information, to assist the Minister in deciding whether to approve a draft plan.

Public consultation on draft local presence plan

(11) Before giving the Minister a draft local presence plan, the licensee must:
   (a) publish a preliminary version of the draft plan and invite submissions to the licensee about the preliminary version within a specified period from:
      (i) representatives of local government bodies in regional, rural and remote parts of Australia; and
      (ii) representatives of end-users of telecommunications services in those parts of Australia; and
      (iii) representatives of the interests of people in those parts of Australia; and
   (b) give consideration to any submissions received within that period from those persons; and
   (c) prepare a report for the Minister about the submissions and any changes made to the draft plan as a result of the submissions.

Note: The licensee’s publication of a preliminary version of the draft plan should be consistent with the requirements of subclauses (36), (37) and (38), which deal with the publication of an approved local presence plan.
(12) The period specified in the invitation must run for at least 42 days.

**Ministerial consideration of draft local presence plan**

(13) If the licensee gives the Minister a draft local presence plan together with the report mentioned in paragraph (11) (c), the Minister must:

(a) approve the draft plan; or

(b) refuse to approve the draft plan.

(14) If the Minister neither approves, nor refuses to approve, the draft plan before the end of 120 days after the Minister receives the draft plan (the **relevant period**), then the Minister is taken, at the end of the relevant period, to have approved the draft plan.

(15) If the Minister approves a draft plan, or is taken to have approved a draft plan, the draft plan becomes an approved local presence plan.

(16) If the Minister refuses to approve a draft plan, the Minister may, by written notice given to the licensee, direct the licensee to give the Minister a fresh draft local presence plan within the period specified in the notice. The notice may specify the matters that need to be addressed in the fresh draft local presence plan. The notice must not be inconsistent with the requirements of subclause (1).

(17) The notice may direct the licensee to undertake further consultation, including the manner in which the consultation is to be undertaken and the period of the consultation. If the notice does not specify the manner and the period of consultation, consultation is to be undertaken in accordance with subclauses (11) and (12).

(18) The licensee must comply with a direction under subclause (16) or (17).

(19) In deciding whether to approve a draft local presence plan, the Minister must have regard to the requirements of subclause (1) and any guidance given to the licensee under subclause (3) and consider the extent to which the draft plan addresses each of the following matters:

(a) telecommunications service interests of the licensee’s regional, rural and remote customers and potential customers, including:

(i) how the management structure and decision-making processes in the licensee will address these interests; and

(ii) how these interests will be represented within the licensee’s management structure;

(b) customer service and support to meet the telecommunications service interests of the licensee’s customers in regional, rural and remote parts of Australia, including:

(i) management of complaints from the licensee’s customers in regional, rural and remote parts of Australia; and

(ii) provision of telecommunications service information to the licensee’s customers in regional, rural and remote parts of Australia;
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(c) coordination and management of the licensee’s activities in regional, rural and remote parts of Australia, including:

(i) targeted application of the licensee’s resources to meet the telecommunications service interests of the licensee’s customers in regional, rural and remote parts of Australia; and

(ii) an integrated approach to telecommunications service connection, maintenance and repairs in regional, rural and remote parts of Australia;

(d) support by the licensee through its service activities for broader community development in regional, rural and remote parts of Australia;

(e) arrangements that the licensee currently has in place to address telecommunications service interests of regional, rural and remote customers, any changes to those arrangements during the period of the local presence plan and the consultation and other related processes that the licensee proposes to follow in relation to any such changes;

(f) the licensee’s measures for reporting on its performance in relation to the local presence plan and the local presence obligation mentioned in subclause (1).

(20) The Minister may have regard to any other relevant matters.

Notification of the Minister’s decision

(21) After deciding whether to approve a draft local presence plan, the Minister must:

(a) give a written notice setting out the decision to both the licensee and ACMA; and

(b) if the Minister has approved the draft plan — give a copy of the approved plan to ACMA.

Note It is intended that ACMA, in addition to Telstra, will publish the approved local presence plan. ACMA has a role in the enforcement of this and other licence conditions (see sections 68, 69, 70, 570 and 571 of the Act). ACMA is also required to monitor, and report each financial year to the Minister on, all significant matters relating to the performance of carriers and carriage service providers with particular reference to consumer satisfaction, consumer benefits and quality of service (see section 105 of the Act).

(22) A copy of a notice under paragraph (21) (a) must be published in the Gazette.

(23) If the Minister has refused to approve a draft local presence plan, the Minister must give the licensee a written notice setting out the reasons for the refusal.

Variation of approved local presence plan

(24) If an approved local presence plan (the current plan) is in force and the licensee gives the Minister a draft variation of the plan, the Minister must:

(a) approve the variation; or

(b) refuse to approve the variation.
(25) Before deciding whether to approve the variation, the Minister may, if the
Minister considers it appropriate, require the licensee:
(a) to publish a preliminary version of the draft variation and invite
submissions to the licensee about the preliminary version within a
specified period from:
   (i) representatives of local government bodies in regional, rural and
   remote parts of Australia; and
   (ii) representatives of end-users of telecommunications services in
   those parts of Australia; and
   (iii) representatives of the interests of people in those parts of
   Australia; and
(b) to give consideration to any submissions received within that period
from those persons; and
(c) to prepare a report for the Minister about the submissions and any
changes made to the draft variation as a result of the submissions.

(26) In deciding whether to approve any variation, the Minister must have regard
to the requirements of subclause (1), any guidance given to the licensee
under subclause (3) and the matters specified in paragraphs (19) (a) to (f).

(27) After deciding whether to approve a draft variation of an approved local
presence plan, the Minister must:
(a) give a written notice setting out the decision to both the licensee and
ACMA; and
(b) if the Minister has approved the variation — give a copy of the
variation to ACMA.

Note It is intended that ACMA, in addition to Telstra, will publish the approved variation
of an approved local presence plan.

(28) A copy of a notice under paragraph (27) (a) must be published in the
Gazette.

(29) If the Minister has refused to approve a draft variation, the Minister must
give the licensee a written notice setting out the reasons for the refusal.

Minister may direct variation or replacement of approved local
presence plan

(30) If an approved local presence plan (the current plan) is in force, the
Minister may give the licensee a written notice that is not inconsistent with
the requirements of subclause (1) requiring the licensee:
(a) within the period set out in the notice, to give the Minister a draft
variation of the current plan that addresses the matters (if any)
specified in the notice; or
(b) within the period set out in the notice, to give the Minister a fresh draft
local presence plan that is expressed to replace the current plan and that
addresses the matters (if any) specified in the notice.

(31) The licensee must comply with a notice given under subclause (30).
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**New draft local presence plan to be submitted before expiry of old plan**

(32) If an approved local presence plan (the *current plan*) is in force, the licensee must give the Minister a new draft local presence plan 120 days before the expiry of the current plan.

*Note* The consultation requirements in subclauses (11) and (12) apply to the new draft plan.

**Replacement of approved local presence plan**

(33) If an approved local presence plan (the *original plan*) is in force, a draft local presence plan must be expressed to replace the original plan.

(34) When the draft plan becomes an approved local presence plan, the original plan ceases to be in force.

**Compliance with approved local presence plan**

(35) If an approved local presence plan is in force, the licensee must take all reasonable steps to ensure that the plan is complied with.

**Approved local presence plan to be made available to the public**

(36) If an approved local presence plan is in force, the licensee must:

(a) make copies of the plan available for inspection, or for inspection and purchase, by the public; and

(b) make copies of extracts from the plan available for inspection, or for inspection and purchase, by the public.

(37) A plan or extracts must be reasonably accessible for inspection, or inspection and purchase, on the Internet.

(38) The price charged by the licensee for the purchase of a copy of a plan or extracts must not exceed the reasonable cost incurred by the licensee in making the copy of the plan or extracts available for purchase.

**Annual compliance reports**

(39) As soon as practicable, and in any event within 60 days, after the end of each financial year, the licensee must:

(a) give the Minister and ACMA a report setting out details of the progress made by the licensee in implementing each approved local presence plan that was in force at any time during that year; and

(b) make a summary of the report available to the public.

(40) The summary need not contain any commercially sensitive information.
The analogue AMPS network in this area is now closed. To use alternative mobile services in this area please contact a mobile phone carrier or service provider.
Schedule 2  Format for, and description of, information to be provided to CUSPs and aspirant CUSPs under paragraph 17 (2) (a)

Format for provision of information

(1) Unless otherwise agreed in writing between the licensee and the CUSP or aspirant CUSP, the information referred to in this Schedule is to be provided in an electronic form. The electronic copy is to be on computer disk in a format compatible with IBM Pentium II computers and Windows 98 and contained in Microsoft Word, Excel, Access read/write, MapInfo or other readily available types of files, as appropriate.

(2) Information provided in electronic format must be able to be printed by the CUSP or aspirant CUSP.

(3) The information should be able to be understood and used in its own right by any person with a reasonable understanding of the arrangements for universal service contestability and clause 17 of the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997.

(4) The licensee should provide brief information on what it considers to be the accuracy and level of confidence which might reasonably be attributed to the information.

(5) Where the information provided is based on sampling, the licensee must provide an explanation of the sampling process employed.

Information to be provided

(6) Information listed in Column 3 of the following table is information that may be requested by a CUSP or an aspirant CUSP for the purposes of paragraph 17 (2) (a) of this Declaration.

(7) The information in relation to an item may be requested for the period specified in Column 4 of the following table.

(8) All information provided must be the most current information reasonably available at the time of compilation.

(9) For the purposes of items (5), (6), (7) and (8) of the table the information is to be aggregate information for each item in Column 3 for the period specified in Column 4 unless:

(a) the ACA approves in writing a sampling methodology proposed by the licensee for deriving substitute sampled information; and
(b) the licensee provides substitute sampled data in compliance with the approved sampling methodology.

Note The timeframes for the supply of information under subclause 17 (4) continue to apply even if the licensee wishes to provide sampled information in fulfilment of its obligation and requires the ACA to approve its sampling methodology.

(10) It is intended that all information provided under different items of the table be internally consistent, particularly information in relation to services in operation, calls, traffic minutes and revenues. Reasons for inconsistencies should be explained under item (3) of this Schedule.

Definitions

(11) In the following table:

- **originating** means that the call or service concerned originates in the exchange service area concerned.
- **standard telephone service** means a standard telephone service as defined in section 6 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* supplied:
  - (a) by the licensee using the public switched telephone network; or
  - (b) using another telecommunications network, where the service is supplied in fulfilment of the universal service obligation.
- **terminating** means that the call or service concerned originates outside the exchange service area concerned but terminates within the exchange service area concerned.

Note 1 The following abbreviations are used in the following table:

<table>
<thead>
<tr>
<th>ESA</th>
<th>Exchange service area</th>
</tr>
</thead>
<tbody>
<tr>
<td>STS</td>
<td>Standard telephone service</td>
</tr>
<tr>
<td>USA</td>
<td>Universal service area</td>
</tr>
<tr>
<td>USO</td>
<td>Universal service obligation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Information Category</td>
<td>Information that can be requested for each ESA fully or partially comprising a specified USA</td>
<td>Period to which the information requested relates</td>
</tr>
<tr>
<td>(1)</td>
<td>Boundaries</td>
<td>ESA maps relevant to the universal service area that the CUSP or aspirant CUSP specifies.</td>
<td>The most recent maps available at the time of the request.</td>
</tr>
<tr>
<td>(2)</td>
<td>Services in operation</td>
<td>Total number of STSs in operation.</td>
<td>As at 30 June 2001.</td>
</tr>
<tr>
<td>(3)</td>
<td>Service types</td>
<td>Total number of: (a) residential STSs in operation; (b) business STSs in operation; (c) other STSs in operation</td>
<td>As at 30 June 2001.</td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
<td>Column 4</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Item</td>
<td>Information Category</td>
<td>Information that can be requested for each ESA fully or partially</td>
<td>Period to which the information requested relates</td>
</tr>
<tr>
<td></td>
<td></td>
<td>comprising a specified USA</td>
<td></td>
</tr>
<tr>
<td>(4)</td>
<td>STS technology</td>
<td>Number of STSs in operation by technology, namely:</td>
<td>As at 30 June 2001.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) copper pair;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) terrestrial wireless —</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(i) mobile, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(ii) fixed;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) other.</td>
<td></td>
</tr>
<tr>
<td>(5) (a)</td>
<td>Calls (aggregate)</td>
<td>(a) Total STS calls, originating.</td>
<td>(a) 2000–01 financial year;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Total local STS calls, originating.</td>
<td>or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) Total STS-to-mobile calls, originating.</td>
<td>(b) such part of the 2000–01 financial year as is agreed in writing by</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(d) Total domestic STS long distance calls, originating.</td>
<td>the licensee and the CUSP or aspirant CUSP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(e) Total international STS long distance calls, originating.</td>
<td></td>
</tr>
<tr>
<td>(5) (b)</td>
<td>Calls (sampled)</td>
<td>Or, if a sampling methodology has been approved by the ACA under item 9 of</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>this Schedule:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) Total average calls per STS in operation, originating.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Average local STS calls, per STS in operation, originating.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) Average STS-to-mobile calls per STS in operation, originating.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(d) Average domestic long distance calls per STS in operation,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>originating.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(e) Average international long distance calls per STS in operation,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>originating.</td>
<td></td>
</tr>
<tr>
<td>(6) (a)</td>
<td>Minutes of traffic</td>
<td>Either:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(aggregate)</td>
<td>(a) Total STS call minutes, originating.</td>
<td>(a) 2000–01 financial year;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(b) Total local STS call minutes, originating.</td>
<td>or</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(c) Total STS-to-mobile call minutes, originating.</td>
<td>(b) such part of the 2000–01 financial year as is agreed in writing by</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(d) Total domestic long distance STS call minutes, originating.</td>
<td>the licensee and the CUSP or aspirant CUSP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(e) Total international long distance STS call minutes, originating.</td>
<td></td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
<td>Column 4</td>
</tr>
<tr>
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</tr>
<tr>
<td>Item</td>
<td>Information Category</td>
<td>Information that can be requested for each ESA fully or partially comprising a specified USA</td>
<td>Period to which the information requested relates</td>
</tr>
<tr>
<td>(6) (b)</td>
<td>Minutes of traffic (sampled)</td>
<td>Or, if a sampling methodology has been approved by the ACA under item 9 of this Schedule: (a) Average total minutes per STS in operation, originating. (b) Average local call minutes per STS in operation, originating. (c) Average STS-to-mobile call minutes per STS in operation, originating. (d) Average domestic long distance STS call minutes per STS in operation, originating. (e) Average international long distance STS call minutes per STS in operation, originating.</td>
<td>(a) 2000–01 financial year; or (b) such part of the 2000–01 financial year as is agreed in writing by the licensee and the CUSP or aspirant CUSP.</td>
</tr>
<tr>
<td>(7) (a)</td>
<td>Revenue (aggregate)</td>
<td>Either: (a) Total STS revenue, originating. (b) Total STS access revenue, originating. (c) Total STS local call revenue, originating. (d) Total STS-to-mobile service call revenue, originating. (e) Total STS domestic long distance call revenue, originating. (f) Total STS international long distance call revenue, originating.</td>
<td>(a) 2000–01 financial year; or (b) such part of the 2000–01 financial year as is agreed in writing by the licensee and the CUSP or aspirant CUSP.</td>
</tr>
<tr>
<td>(7) (b)</td>
<td>Revenue (sampled)</td>
<td>Or, if a sampling methodology has been approved by the ACA under item 9 of this Schedule: (a) Average total revenue per STS in operation. (b) Average access revenue per STS in operation, originating. (c) Average local call revenue per STS in operation, originating. (d) Average STS-to-mobile service call revenue per STS in operation, originating. (e) Average domestic long</td>
<td>(a) 2000–01 financial year; or (b) such part of the 2000–01 financial year as is agreed in writing by the licensee and the CUSP or aspirant CUSP.</td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
<td>Column 4</td>
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<tr>
<td>----------</td>
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<tr>
<td>Item</td>
<td>Information Category</td>
<td>Information that can be requested for each ESA fully or partially comprising a specified USA</td>
<td>Period to which the information requested relates</td>
</tr>
</tbody>
</table>
|          |          | distance call revenue per STS in operation, originating.  
(f) Average international long distance call revenue per STS in operation, originating. | (a) 2000–01 financial year;  
or  
(b) such part of the 2000–01 financial year as is agreed in writing by the licensee and the CUSP or aspirant CUSP. |
| (8) (a)  | Terminating calls, traffic and revenues (aggregate) | Either:  
(a) Total STS minutes, terminating.  
(b) Total STS calls, terminating.  
(c) Total STS wholesale revenue for incoming call termination. | |
| (8) (b)  | Terminating calls, traffic and revenues (sampled) | Or, if a sampling methodology has been approved by the ACA under item 9 of this Schedule:  
(a) Average STS minutes per STS, in operation, terminating  
(b) Average STS calls per STS in operation, terminating  
(c) Average STS wholesale revenue for incoming call termination per STS in operation | (a) 2000–01 financial year;  
or  
(b) such part of the 2000–01 financial year as is agreed in writing by the licensee and the CUSP or aspirant CUSP. |
| (9)      | Disability services | Total number of STSs using specialised disability customer equipment, or, if this is unavailable, the total number of STSs for which specialised disability customer equipment has been issued. | At 30 June 2001. |
Schedule 3

Deed poll for CUSPs and aspirant CUSPs requesting information relating to contestable universal service areas

The deed poll referred to in clause 17 is as follows:

CONFIDENTIALITY DEED POLL OF ASPIRANT COMPETING UNIVERSAL SERVICE PROVIDER OR COMPETING UNIVERSAL SERVICE PROVIDER IN RELATION TO ACCESS TO INFORMATION FOR A CONTESTABLE UNIVERSAL SERVICE AREA

THIS DEED POLL is made on the [date] day of [month] [year] by [the aspirant competing universal service provider or competing universal service provider] [ABN number] (the ‘Promisor’).

RECITALS

A.  By this Deed Poll the Promisor indicates to the Commonwealth and Telstra Corporation Limited (‘Telstra’) that it wishes to participate in the universal service obligation (USO) contestability pilots being conducted by the Commonwealth in two pilot areas in Victoria and South Australia and New South Wales and Queensland (‘the USO Contestability Pilots’).

B.  As a result of making this Deed Poll the Promisor may be provided with or given access to certain information by Telstra to assist the Promisor to decide whether to enter as a Competing Universal Service Provider (CUSP) in the contestable universal service area it has specified in this Deed Poll and/or to inform itself about operating as a CUSP in that area if approved as a CUSP.

C.  The Promisor acknowledges that information provided to it as contemplated by Recital B has been or will be provided at the request of the Promisor subject to the terms of this Deed Poll.

D.  The Promisor acknowledges that the information provided to the Promisor will be provided by Telstra under the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2001) of September 2001.

E.  The Commonwealth and Telstra, in order to protect the confidential nature of the information referred to in Recitals B, C and D, require the Promisor to enter into this Deed Poll.
OPERATIVE PART

1. Definitions and Interpretation

1.1 Definitions

1.1.1 In this Deed Poll, unless the context requires otherwise:

ACA means the Australian Communications Authority.

Ancillary Documentation means copies, abstracts, reports, notes, summaries and any other records made in respect of the Confidential Information by the Promisor or an Authorised Person, stored or existing in any form or medium.

Authorised Person means a person who has been given access to Confidential Information in accordance with clause 3.1.3.

Business Day means a day on which Australian Government offices are open in the Australian Capital Territory.

Confidential Information means the following information, including, without limitation, information previously provided by Telstra to the Promisor, whether oral or written, or in CDROM, electronic, magnetic, microfiche or any other form or medium and whether or not stored in an electronic data-base or as a computer record:

(a) Telstra Information; and

(b) Intellectual Property Rights in the information referred to in paragraph (a);

that is provided by Telstra to the Promisor under the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2001), but does not include information which the Promisor can demonstrate:

(c) was in the public domain prior to its disclosure to the Promisor or which, after such disclosure, enters the public domain through no act or omission of the Promisor;

(d) was made available to the Promisor on a non-confidential basis by Telstra;

(e) was made available to the Promisor on a non-confidential basis by a source other than Telstra, but only if the source was not in breach of any obligation of confidentiality owed to Telstra; or

(f) was or is, at any time, made available to the Promisor by Telstra on a non-confidential basis or derived by the Promisor but only if the derivation was not in breach of any obligation of confidentiality owed to Telstra, other than for the Purpose of Disclosure.

CUSP means a competing universal service provider.

Deed Poll means this Deed Poll, including the Recitals and Schedules.
Deed poll for CUSPs and aspirant CUSPs requesting information relating to contestable universal service areas

Schedule 3

Carrier Licence Conditions (Telstra Corporation Limited)
Declaration 1997

1.2 Interpretation

1.2.1 In this Deed Poll, unless the context requires otherwise:

(a) words denoting the singular include the plural and vice versa, and words denoting one gender include all other genders.

(b) a reference to a person includes a reference to a government, an authority, a body corporate, a partnership, a trust and an unincorporated association, and includes a reference to the person’s executors, administrators, heirs, successors and assigns.

(c) clause headings are for convenience of reference only and have no effect on the construction or interpretation of the provisions hereof.

(d) an obligation, representation or warranty in favour of or for the benefit of two or more persons benefits them jointly and severally.

(e) where the Promisor comprises more than one person, a reference to the Promisor will be construed as a reference to each of those persons jointly and severally.

(f) a reference to Confidential Information or Ancillary Documentation includes a reference to any part of that Information or Documentation.

1.2.2 This Deed Poll applies in respect of Confidential Information that was provided to the Promisor prior to and in anticipation of this Deed Poll as well as Confidential Information which becomes known to the Promisor at the time of or subsequent to the Promisor’s execution of this Deed Poll.
2. Operation of Deed Poll

2.1 Effect and duration
2.1.1 This Deed Poll will be binding upon the Promisor from the date of execution by the Promisor.
2.1.2 This Deed Poll will continue in full force and effect, notwithstanding that the Promisor ceases to have any interest in becoming CUSP under the USO Contestability Pilots, the Commonwealth notifies the Promisor that the USO Contestability Pilots have been completed, terminated, suspended or delayed, the ACA notifies the Promisor that it will not be approved as a CUSP or the Promisor has its approval as a CUSP revoked.
2.1.3 Each obligation of the Promisor under this Deed Poll is an obligation separate and independent from each other obligation, and each is owed severally to and for the benefit of Telstra.

2.2 Provision of Confidential Information
The Promisor acknowledges that Telstra is obliged to provide, and will provide, the Confidential Information to the Promisor only if the Promisor has signed this Deed Poll.

3. Use of confidential information

3.1 Effect and duration
3.1.1 The Promisor must not use the Confidential Information, or create or use the Ancillary Documentation for a purpose other than the Purpose of Disclosure.
3.1.2 The Promisor acknowledges that if Telstra provides the Confidential Information to the Promisor by way of CD ROM or other electronic format, Telstra may encrypt or otherwise electronically protect the data.
3.1.3 The Promisor may disclose, or provide copies of, the Confidential Information to the employees, advisers, consultants, agents, financiers and advisers to financiers of the Promisor provided that:
   (a) the Promisor provides an executed copy of the Deed Poll in Schedule 3 to the ACA for each individual who is proposed to have access to the Confidential Information; and
   (b) the Promisor undertakes to disclose such information only to the extent necessary for the Purpose of Disclosure.
3.1.4 If the Confidential Information is contained in data that is encrypted or otherwise electronically protected, the Promisor may provide the encryption key, relevant password, or other means for accessing the data, to a person, only if the requirements of clause 3.1.3 are met in relation to the person.
3.1.5 Despite disclosure of Confidential Information under clause 3.1.3, the Promisor remains fully responsible for ensuring that the confidentiality of the Confidential Information is at all times preserved.
3.1.6 The Promisor acknowledges that Telstra is not required to provide the Confidential Information to any person who is not an Authorised Person.

3.1.7 The Promisor must ensure that no act or omission of an Authorised Person in relation to the Confidential Information, or Ancillary Documentation occurs which, if it were an act or omission of the Promisor, would constitute a breach of this Deed Poll or otherwise would cause loss or damage to the Commonwealth or Telstra.

3.1.8 If requested by the Commonwealth, following a request in writing by Telstra, the Promisor must promptly provide detailed and complete particulars, including relevant documentation, of the arrangements the Promisor has in place with Authorised Persons in relation to Confidential Information and Ancillary Documentation.

3.1.9 The Promisor must not without the prior written consent of the Telstra, make enquiries of, or hold discussions with, the executive management, staff, agents, advisers, customers, suppliers, creditors, lessees or licensees of Telstra in connection with the Confidential Information or the Purpose of Disclosure.

3.1.10 The Promisor must at all times keep strictly confidential all Confidential Information and Ancillary Documentation and must not disclose, provide, transmit or publish the Confidential Information or Ancillary Documentation to, or permit access to it by, or discuss the contents of it with, any person other than an Authorised Person.

3.1.11 The Promisor acknowledges that the Commonwealth may, following a request in writing by Telstra, at any time require the Promisor to deny access to the Confidential Information or Ancillary Documentation to any Authorised Person and to retrieve from the Authorised Person the Confidential Information and Ancillary Documentation.

3.1.12 If an Authorised Person ceases to be a person described in clause 3.1.3 or it is no longer necessary for the person to have access to the Confidential Information for the Purpose of Disclosure, the Promisor must immediately retrieve all Confidential Information and Ancillary Documentation held by that person.

3.1.13 If:

(a) the Confidential Information is no longer required by the Promisor for the Purpose of Disclosure, or

(b) after 6 months of receiving the Confidential Information an aspirant CUSP has not sought approval to become a CUSP for the contestable universal service area to which the Confidential Information relates, or

(c) the aspirant CUSP’s application for approval as a CUSP for the contestable universal service area concerned has not been approved by the ACA, or

(d) the Promisor otherwise receives a Notice from the Commonwealth, whether or not following a request to the Commonwealth in writing from Telstra,
the Promisor must, unless Telstra otherwise provides the Confidential Information on a basis that renders it unnecessary, promptly and at its own expense:

(e) cease to use, and cease to allow Authorised Persons to use, all Confidential Information and Ancillary Documentation held by the Promisor or Authorised Persons; and

(f) deliver to Telstra, or if Telstra otherwise directs, destroy or erase, all Confidential Information and Ancillary Documentation held by the Promisor and Authorised Persons.

In addition, if requested by Telstra, the Promisor must immediately provide to Telstra a written certificate that this clause has been complied with and that any items of Confidential Information or Ancillary Documentation (if any) retained by the Promisor or an Authorised Person have been retained only because it is required by law.

3.1.14 The Promisor must ensure that the Confidential Information and Ancillary Documentation is stored and used in a manner such that:

(a) access is restricted to the Promisor and Authorised Persons;

(b) each item of Confidential Information or Ancillary Documentation is clearly identified and marked as ‘CONFIDENTIAL’;

(c) its use does not infringe the Intellectual Property Rights of any person;

and

(d) it is used in accordance with any conditions of use notified to the Promisor by the Commonwealth.

3.1.15 The Promisor must maintain complete, accurate and up-to-date records of all use, copying (including number of copies made and destroyed or erased), and disclosure of Confidential Information, and must immediately produce those records to the Commonwealth or ACA upon request.

3.1.16 The Promisor must notify the Commonwealth, ACA and Telstra immediately if it becomes aware of any unauthorised use, access, copying or disclosure of any of the Confidential Information, or any anticipated or actual breach of this Deed Poll, or any actual or threatened act or omission of an Authorised Person of the type referred to in clause 3.1.15. If the Promisor or an Authorised Person is, or anticipates being, legally compelled to disclose any Confidential Information or Ancillary Documentation, the Promisor must immediately notify Telstra of that circumstance, and must, at the Telstra’s direction:

(a) assist and take such steps as will permit the Telstra to oppose or restrict that disclosure, including allowing Telstra, should it so elect, to direct the conduct by the Promisor or Authorised Person of legal action opposing the application for or order of disclosure, or conduct the legal action on behalf of the Promisor or Authorised Person, in which case Telstra will be responsible for the costs of the legal action;

(b) take all lawful measures available to oppose or restrict that disclosure; and

(c) to the extent practicable, make disclosure on terms which will preserve the confidentiality of the Confidential Information and the Ancillary Documentation.
3.1.17 The Promisor acknowledges that prior to taking any action or giving any
directions, as contemplated by clause 3.1.16, Telstra will notify the
Commonwealth of its intention to do so and will obtain the
Commonwealth’s consent, which consent will not be unreasonably
withheld.

3.2 Non-conferral of rights
3.2.1 Nothing in this Deed Poll creates any right in the Promisor to receive any of
the Confidential Information, nor does this Deed Poll grant to the Promisor
any rights of a proprietary or personal nature in or to use the Confidential
Information.

4. Indemnity and release

4.1 Indemnity
4.1.1 The Promisor indemnifies the Commonwealth, Telstra, each of their
officers and employees in respect of any expenses, losses, damages,
outgoings and costs incurred (whether directly or indirectly) by any of them
as a result of an act or omission by the Promisor or an Authorised Person in
connection with the Confidential Information or the Other Information
including (without being limited to) a breach of this Deed Poll.

4.1.2 The Promisor acknowledges that the Commonwealth and Telstra hold the
benefit of the indemnity provided in clause 4.1.1 in trust for themselves and
for those officers and employees referred to in that clause who have been
officers or employees of either of the Commonwealth or Telstra at any time
during the period commencing 1 year prior to the date of this Deed Poll and
ending 6 years after the date of this Deed Poll, and the Promisor
acknowledges that by reason of that trust, each of those beneficiaries may
enforce that indemnity on their own behalf or may have the indemnity
enforced on their behalf by the Commonwealth or Telstra.

4.2 Release
4.2.1 The Promisor releases each of the Commonwealth, Telstra, their officers,
employees or advisers in respect of any claims which may arise from or in
connection with the provision or use of the Confidential Information or the
Other Information, to the fullest extent that the law permits such a release to
be given.

4.2.2 The Promisor agrees that no duty of care is owed by the Commonwealth,
Telstra, their officers, employees or advisers in respect of the provision,
compilation or preparation of the Confidential Information or the Other
Information, and to the extent that the law recognises such a duty of care to
exist despite this clause, the Promisor must not, and will ensure that the
Authorised Persons do not, make a claim of any sort against the
Commonwealth, Telstra, their officers, employees, or advisers in reliance
upon such a duty of care.
5. Disclaimer

5.1 No reliance on Confidential Information or Other Information

5.1.1 Nothing contained in the Confidential Information or the Other Information, nor the provision of the Confidential Information or the Other Information, will constitute or be deemed to constitute an offer, recommendation, or invitation by the Commonwealth or any other person (including Telstra, its officers, employees, advisers and agents) in respect of the USO Contestability Pilots, nor is it in any way purported that the Confidential Information or the Other Information will comprise all or any information that the Promisor or any other person may require or expect to find in order to evaluate or investigate the opportunities available under the USO Contestability Pilots.

5.1.2 The Promisor acknowledges that the details of Confidential Information will not be verified by the Commonwealth, Telstra, their officers, employees or advisers, unless otherwise stated in the Confidential Information. The Promisor releases the Commonwealth and Telstra, and their advisers, severally and jointly from all and any liability to any person in respect of anything done or omitted to be done (and the consequences of that action or omission) in reliance upon any of the Confidential Information.

5.1.3 The Promisor acknowledges that no representation or warranty, express or implied, is made as to the currency, accuracy, reliability or completeness of the information contained in the Confidential Information by the Commonwealth or Telstra or any of their employees, officers, advisers or agents. Without limiting the foregoing, the Promisor acknowledges that no representations or warranties of any sort, whether express or implied, are made by the Commonwealth, Telstra or their employees, officers, advisers and agents to the effect that reasonable care has in fact been taken in the preparation and provision of the Confidential Information, or to the effect that any of the forecasts, estimates, assumptions or opinions contained in the Confidential Information will be achieved or prove correct, either totally or partially.

5.1.4 The Promisor acknowledges that none of the Commonwealth, Telstra, their advisers, agents, employees or officers has any responsibility to inform the Promisor of any matter arising or coming to their notice which may affect or qualify any matter contained in the Confidential Information, and the provision of the Confidential Information will not under any circumstances create any representation that there has been no change in the Confidential Information or Other Information since the date of its preparation or the date at which it is expressed to be applicable.

5.1.5 The Promisor acknowledges that any Confidential Information made available to it is done so on the basis of the Promisor’s undertakings under this Deed Poll, and the Promisor represents and warrants that any reliance which it places on any of the Confidential Information is solely at its own risk and that in doing so it has satisfied itself as to the accuracy and completeness of the Confidential Information.
5.1.6  This clause 5 is an essential term of this Deed Poll (without limiting the essential nature of any other clause of this Deed Poll).

5.1.7  The provisions of clause 5 apply to all Confidential Information whether or not it contains or bears a statement that ‘a disclaimer applies to this document’ or other statement to that effect. Any express disclaimer is in addition to and does not limit clause 5.


6.1  Injunction proceedings

6.1.1  In the event of there being an act or omission of an Authorised Person which, if it were the act or omission of the Promisor, would threaten or constitute a breach of this Deed Poll, or in the event of a threatened or actual breach of this Deed Poll by the Promisor, Telstra is entitled to seek an injunction to restrain the relevant act or omission.

6.1.2  The Promisor warrants that it will not, and will ensure that Authorised Persons do not, oppose the granting of such an injunction on the basis that no actual loss or damage has been or will be sustained by either the Commonwealth or Telstra.

6.2  Governing law

6.2.1  This Deed will be construed in accordance with and governed by the laws in force in the Australian Capital Territory, and the Promisor submits to the non-exclusive jurisdiction of the Courts of that Territory.

6.3  Entire understanding

6.3.1  This Deed Poll constitutes the entire understanding between the Commonwealth and the Promisor and between Telstra and the Promisor in relation to the protection and use of the Confidential Information, and supersedes all previous negotiations, representations and arrangements (whether oral or in writing) between them regarding the use of the Confidential Information.

6.4  Waiver and variation

6.4.1  The Promisor acknowledges that no waiver, variation, discharge or release in relation to this Deed Poll or a provision of this Deed Poll will be valid unless it is in writing and signed by the Commonwealth, following consultation with Telstra, and no waiver of any breach of a provision of this Deed Poll will operate as a waiver of any other breach of the same provision or of any other provision, and any waiver will not affect the operation of this Deed Poll except to the extent of the waiver.

6.5  Notices

6.5.1  Any Notice given or required to be given in relation to this Deed Poll may be delivered by hand, sent by pre-paid ordinary post (or by pre-paid airmail
post if sent to or from a place outside Australia) or transmitted by facsimile to the Commonwealth, ACA, Telstra or the Promisor as the case may be in accordance with the address and facsimile information specified in Schedule 2 to this Deed Poll (or such other address and facsimile information for these persons as advised from time to time by those persons to each other).

6.5.2 A Notice is deemed to have been received upon delivery (if delivered by hand or posted to or from a place outside Australia), upon successful transmission by facsimile as recorded by the transmitting machine (if sent by facsimile transmission), or on the second Business Day after the date of sending (if posted by ordinary mail to or from a place in Australia).

6.6 **Severability**

6.6.1 If the whole or any part of a provision of this Deed Poll is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Deed Poll has full force and effect and the validity and enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Deed Poll.

6.7 **Non-Merger and exercise of rights**

6.7.1 The rights, powers and remedies provided in this Deed Poll are cumulative with and will not merge with the rights, powers or remedies of the Commonwealth, Telstra or Promisor arising other than under this Deed Poll.

6.7.2 The Promisor acknowledges that the failure by the Commonwealth, Telstra or Promisor to exercise, or a delay by a one of them in exercising, any of its rights, powers or remedies under this Deed Poll, does not preclude the exercise of that right, power or remedy.
EXECUTED AS A DEED POLL

SIGNED, SEALED AND DELIVERED

by ……………………… )
at ……………………… )
on ……………………… )

IN THE PRESENCE OF:

………………………
(WITNESS’ SIGNATURE)

………………………
(WITNESS’ NAME)

………………………
(WITNESS’ ADDRESS)

SCHEDULE 1 SPECIFIED CONTESTABLE UNIVERSAL SERVICE AREAS

For the purposes of the definition of Purpose of Disclosure in clause 1.1.1, the Promisor specifies the following contestable universal service area or areas as an area or areas in relation to which the Promisor is interested in gaining approval as a CUSP and/or operating as a CUSP and in relation to which the Promisor is requesting Confidential Information for the Purpose of Disclosure.

The specified contestable universal service areas are:

1 The Promisor should list the contestable universal service area or areas for which it is seeking information. The areas are identified in the Universal Service Area Determinations (No. 1) 2001 and the Universal Service Areas Determination (No. 1) 2001 (Amendment No. 1 of 2001).

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1 Use whichever form of execution is appropriate to the legal identity of the Covenantor. If an alternative form of execution is required, this should be inserted.
SCHEDULE 2 CONTACT DETAILS FOR NOTICES

1 Commonwealth
Department of Communications, Information Technology, and the Arts
GPO Box 2154
Canberra ACT 2601
Attention: Mr Philip Mason
Telephone: (02) 6271 1579
Facsimile: (02) 6271 1886
Email: philip.mason@dcita.gov.au

2 Telstra
Telstra Corporation Limited
Locked Bag 6794
SYDNEY NSW 1100
Attention: Ms Dianne MacLean
Telephone: (02) 8293 8304
Facsimile: (02) 9267 0343
Email: Dianne.M. MacLean@team.telstra.com

3 Promisor
CUSP’s name
[Postal address]
Attention:
Telephone: 
Facsimile: 
Email: 

[Promisor should provide information of the kind specified for other persons mentioned in this schedule.]

4 Australian Communications Authority
Australian Communications Authority
PO Box 13112
LAW COURTS PO
MELBOURNE VIC 8010
Attention: Mr Bruce Matthews
Telephone: (03) 9963 6712
Facsimile: (03) 9963 6983
Email: bruce.matthews@aca.gov.au
SCHEDULE 3

DEED POLL FOR AUTHORISED PERSONS

THIS DEED POLL is made on the [date] day of [month] [year] by the person who is signatory of this Deed Poll (the ‘Covenantor’).

RECITALS

A. The Commonwealth of Australia (the ‘Commonwealth’) in accordance with Recital A of the Deed Poll has determined to trial arrangements for the competitive supply of services in fulfilment of the universal service obligation (USO) in two pilot areas in Victoria and South Australia and New South Wales and Queensland (‘the USO Contestability Pilots’).

B. Under the USO Contestability Pilots carriers and carriage service providers may apply for approval by the Australian Communications Authority as competing universal service providers.

C. To assist carriers and carriage service providers to decide whether to seek approval as a competing universal service provider and/or to operate as a competing universal service provider the Commonwealth has put in place the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2001) to provide access to certain information held by Telstra Corporation Limited.

D. With a view to accessing information under the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2001) [name of CUSP or aspirant CUSP] (‘the Principal’) signed a Confidentiality Deed Poll on the [date] day of [month] [year] (the ‘Main Deed Poll’). The Main Deed Poll requires that the Principal:
   - gives confidentiality undertakings in order to receive Confidential Information; and
   - obtains confidentiality undertakings in the form of this Deed Poll by all persons to whom it proposes to give any or all of the Confidential Information.

E. In accordance with clause 3.1.3 of the Main Deed Poll, upon execution of this Deed Poll and notification to the ACA the person is then designated an Authorised Person.

F. The Covenantor is a person referred to in Recital E, and who by this Deed Poll now makes the several promises, undertakings, acknowledgments and warranties contained in this Deed Poll for the benefit of the Commonwealth and Telstra.

OPERATIVE PART

Definitions and Interpretation

1. In this Deed Poll unless the context requires otherwise all terms have the same definition as in the Main Deed.
General Undertakings

2. The Covenantor warrants that he, she or it (as the case may be) has full legal capacity to provide the several promises, undertakings, acknowledgments and warranties contained in this Deed Poll.

3. If the Covenantor is not a natural person, the Covenantor warrants that its execution of this Deed Poll is in the proper form and that it believes and intends that it will be bound by its provisions.

4. The Covenantor acknowledges that the Confidential Information provided to the Covenantor is confidential to Telstra, and that the improper use or disclosure of that Confidential Information may cause loss or damage to either or both of the Commonwealth and Telstra.

5. The Covenantor undertakes to use the Confidential Information only for the purpose of assisting the Principal in respect of whom the Covenantor is an employee, board member, adviser, consultant, agent or financier, or an employee of an adviser, consultant, agent or financier, for the sole purpose of assisting the Principal to decide whether to enter, or operating in as a CUSP, a contestable universal service area it has specified in Schedule 1 to the Main Deed Poll and/or to inform itself about operating as a CUSP in that area if approved as a CUSP (‘the Purpose of Disclosure’).

6. Subject to clause 8, the Covenantor undertakes not to disclose or publish, nor allow to be disclosed or published, the Confidential Information to any person other Telstra or the Principal.

7. Subject to clause 8, the Covenantor undertakes not to copy or transcribe, nor allow to be copied or transcribed, the Confidential Information except where strictly necessary for the purpose of assisting the Principal solely for the Purpose of Disclosure.

8. The Covenantor may disclose the Confidential Information to another person but only if that person is an Authorised Person and it is necessary to disclose the Confidential Information for the purposes of assisting the Principal solely for the Purpose of Disclosure.

9. The Covenantor undertakes to give to the Commonwealth all of the Confidential Information (and all copies of it) in the Covenantor’s control or possession upon a request by the Commonwealth, whether or not at the request of Telstra, for its return, or upon the cessation of the Principal’s rights to access the information for the Purpose of Disclosure.

10. The Covenantor undertakes to ensure that the Confidential Information is securely stored, and is not stored in any manner or form which the ACA, at the reasonable request of Telstra, has communicated to the Covenantor or the Principal that it is reasonably not to be stored in.

11. The Covenantor undertakes to comply with any reasonable direction that the Commonwealth or Telstra may communicate to the Covenantor or the Principal in relation to the Confidential Information including directions as to the safe-keeping and storage of the Confidential Information.

12. The Covenantor undertakes to use the Confidential Information only to assist the Principal and solely for the Purpose of Disclosure.
13. The Covenantor undertakes that if he, she or it (as the case may be) is compelled to disclose the Confidential Information, or otherwise proposes to disclose the Confidential Information because of a law or an order of a court or tribunal, the Covenantor:

(a) will provide prompt notice to the Principal of the same in order that the Commonwealth and/or Telstra may seek a protective order, exemption from production or other appropriate remedy;
(b) will only disclose the Confidential Information which there is a legal compulsion to disclose; and
(c) will provide the Commonwealth and Telstra with all reasonable assistance and co-operation which they consider necessary to prevent the disclosure of the Confidential Information.

14. The Covenantor warrants that he, she or it (as the case may be) is not aware of any conflict of interest, existing or potential, which will or may affect the performance of the Covenantor’s obligations under this Deed Poll.

15. The Covenantor promises that he, she or it (as the case may be) will notify the Principal immediately on becoming aware of any conflict of interest or potential conflict of interest which affects or may affect the performance of the Covenantor’s obligations under this Deed Poll and will take all reasonable steps to prevent that conflict of interest from occurring or continuing.

16. The Covenantor promises that he, she or it (as the case may be) will notify the Principal immediately any warranty contained in this Deed Poll ceases to be true and immediately any promise, acknowledgment or undertaking contained in this deed is breached or is not performed as and when required by this Deed Poll to be performed.

**Miscellaneous Provisions**

17. The provisions of this Deed Poll will be construed and enforced in accordance with the following principles:

(a) ‘person’ includes a body corporate, an unincorporated association, a firm or partnership (whether limited or unlimited) and an authority or organisation, notwithstanding that any of them may not be legal persons;
(b) ‘employee’ will be taken to include a reference to a director and to an officer;
(c) a reference to the publishing of information will be taken to include a reference to the dissemination or communication of that information in any manner or form whatsoever;
(d) a reference to the copying or storage of information will be taken to refer to any form of copying or storage, including copying or storage in electronic, electronically assisted, or magnetic form or microform;
(e) a reference to Confidential Information will include a reference to the whole or part of the Information, and will extend to include the intellectual property in the Confidential Information;
(f) this Deed Poll will be construed and take effect in accordance with the laws of the Australian Capital Territory;

(g) the warranties, promises, acknowledgments and undertakings given in this deed are continuing; and

(h) if there is an inconsistency between this Deed Poll and the Main Deed Poll, then the provisions of the Main Deed Poll will prevail to the extent of the inconsistency and as if the Covenantor were the signatory to the Main Deed Poll in place of the Principal.

EXECUTED AS A DEED POLL

SIGNED, SEALED AND DELIVERED\(^2\) )
by ……………………… )
at ……………………… )
on ……………………… )

IN THE PRESENCE OF:

………………………… (WITNESS’ SIGNATURE)

………………………… (WITNESS’ NAME)

………………………… (WITNESS’ ADDRESS)

SCHEDULE

Item 1
(date)

Item 2
(name and address)

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\(^2\) Use whichever form of execution is appropriate to the legal identity of the Covenantor. If an alternative form of execution is required, this should be inserted.
Schedule 4  Objectives to be addressed in the licensee’s priority assistance policy under subclause 19 (2)

Definitions
(1) For the purposes of this Schedule, site means:
(a) land; or
(b) a building, or other structure, on land.

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 Ageing, 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; and
(b) the process by which staff 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
(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; 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 ACA may conduct audits of the application and assessment process for priority assistance; and

(l) the processes for carrying out reassessment of priority customers, of updating the status of priority customers and of cessation of priority assistance.

Post facto ratification of priority customers

The priority assistance policy must satisfy the following objective:

(5) The objective that:

(a) customers who claim or represent themselves as likely to qualify for priority assistance will be provided with priority assistance upon their request, subject to later ratification through an approved assessment process; and

(b) customers who receive priority assistance under paragraph (a) who subsequently do not meet the eligibility criteria described in the licensee’s priority assistance policy may be charged, at the licensee’s discretion, a fee that reasonably reflects the costs of providing priority service, provided those customers have been fully informed at the time of their request of the eligibility criteria and that they may be charged a fee.

Priority assistance — Connections

The priority assistance policy must satisfy the following objectives:

(6) The objective that where connection of a 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 practically available at the time.

(7) The objective that the licensee must set maximum timeframes for connection of a 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 licensee’s USO standard marketing plan.

(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 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, 1996 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 Consumer Protection 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 use its best endeavours to ensure any underlying network causes of faults are identified and, if necessary, fixed as soon as practicable 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

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 practically 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, including 24 hour service coverage, 7 days per week, and associated support system targets at the highest service levels practically 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 licensee’s USO standard marketing plan.

(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, 1996 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 Consumer Protection 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 a 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 at the time the offer
is made — provide an interim priority service within 24 hours of
the priority customer’s request, unless otherwise agreed with the
priority customer, or unless prevented by circumstances beyond
its control; and

(ii) where the priority customer accepts the offer at a later time after
the offer is made — provide an interim priority service within a
period that is the sum of 24 hours of the priority customer’s
request and the number of hours that have elapsed between the
time at which the offer is made and the acceptance of the offer,
unless otherwise agreed with the priority customer, or unless
prevented by circumstances beyond its control; and

(iii) where prevented from meeting the timeframe under subparagraph
(i) or (ii) 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 at the time the offer
is made — provide an interim priority service within 48 hours of
the priority customer’s request, unless otherwise agreed with the
priority customer, or unless prevented by circumstances beyond
its control; and

(ii) where the priority customer accepts the offer at a later time after
the offer is made — provide an interim priority service within a
period that is the sum of 48 hours of the priority customer’s
request and the number of hours that have elapsed between the
time at which the offer is made and the acceptance of the offer,
unless otherwise agreed with the priority customer, or unless
prevented by circumstances beyond its control; and

(iii) where prevented from meeting the timeframe under subparagraph
(i) or (ii) 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 or until the priority customer is entitled
to an interim service under the licensee’s USO standard marketing
plan.

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 Consumer Protection 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 or supply of an interim service in accordance with the licensee’s USO Standard Marketing Plan.

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 establishing 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 at the time the offer is made — provide an interim priority service within 24 hours of the priority customer’s report, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

(ii) where the priority customer accepts the offer at a later time after the offer is made — provide an interim priority service within a period that is the sum of 24 hours of the priority customer’s report and the number of hours that have elapsed between the time at which the offer is made and the acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

(iii) where the licensee is prevented from meeting the timeframe under subparagraph (i) or (ii) by circumstances beyond its control, to provide the 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 at the time the offer is made — provide an interim priority service within 48 hours of the priority customer’s report, unless otherwise agreed with the...
Objectives to be addressed in the licensee’s priority assistance policy under subclause 19 (2)

Schedule 4

Carrier Licence Conditions (Telstra Corporation Limited)
Declaration 1997

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 Consumer Protection 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 or supply of an interim service in accordance with the licensee’s USO Standard Marketing Plan.

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 establishing 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.

**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, Telstra Customer Service and Telstra Fault Centre.

**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 section 2.4.4 of the licensee’s approved USO standard marketing plan, 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 the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)*; 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, and report to the ACA quarterly providing an explanation of the circumstances, including location, time and duration, where the licensee could not meet the timeframes for service connection and fault repair under this licence condition or offer an interim priority service under subparagraph (i).
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 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 standard form of agreement and its summary of its standard form of agreement; 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 — eg. 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.
Notes to the **Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997**

**Note 1**

The **Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997** (in force under subsection 63 (3) of the **Telecommunications Act 1997** as shown in this compilation is amended as indicated in the Tables below.

For all relevant information pertaining to application, saving or transitional provisions see Table A.

Under the **Legislative Instruments Act 2003**, which came into force on 1 January 2005, it is a requirement for all non-exempt legislative instruments to be registered on the Federal Register of Legislative Instruments.

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(a) This Declaration expired on 30 June 2004.
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Table A

Application, saving or transitional provisions

Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997
(Amendment No. 1 of 2006)

[29] Application of amendments made to clause 27 by item 28

The amendments made to clause 27 by item 28 apply to any remediation under clause 27 that is completed on or after 1 October 2006.