



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

**as amended**

made under subsection 63(3) of the

*Telecommunications Act 1997*

**Compilation start date:** 18 July 2014

**Includes amendments up to:** Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2014)

Prepared by the Office of Parliamentary Counsel, Canberra

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## About this compilation

### **This compilation**

This is a compilation of the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997* as in force on 18 July 2014. It includes any commenced amendment affecting the legislation to that date.

This compilation was prepared on 11 September 2014.

The notes at the end of this compilation (the *endnotes*) include information about amending laws and the amendment history of each amended provision.

### **Uncommenced amendments**

The effect of uncommenced amendments is not reflected in the text of the compiled law but the text of the amendments is included in the endnotes.

### **Application, saving and transitional provisions for provisions and amendments**

If the operation of a provision or amendment is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

### **Modifications**

If a provision of the compiled law is affected by a modification that is in force, details are included in the endnotes.

### **Provisions ceasing to have effect**

If a provision of the compiled law has expired or otherwise ceased to have effect in accordance with a provision of the law, details are included in the endnotes.

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## 1 Citation

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:

*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.

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

*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.

*customer* includes the nominee of a customer.

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

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

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

*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 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.

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

***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.

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

**post-paid mobile service plan** means a plan under which calls made using a mobile carriage service are paid for after the service is used.

**pre-paid mobile service plan** means a plan under which calls made using a mobile carriage service are paid for prior to the service being used.

**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.

**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*.

**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.

**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.

## **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
  - (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

## Clause 10

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- (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.
- (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.

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

## 22 Low-income measures

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

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

## 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 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 2011* when provided to a customer of the licensee but does not include a service the supply of which by the licensee is exempt from compliance with performance standards under section 18 of that Standard.

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

*ESA* 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).

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

**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.

<b>Table 1</b>				
<b>ESA category</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Number of operational CSG services	0-100	101-1000	1001-10 000	10 001 or more

**Table 2**

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

- (2) 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 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 included 10 or 100

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- copper pairs), the ESA category and the number of services in operation supplied by that cable run; and
- (d) details of other cable runs remedied in conjunction with remediation under this 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 on that access line if ACMA, following consultation with the licensee, considers that that information is relevant.

## Clause 27

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- (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:

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

*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.

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

*Designated Highway* 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 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
  - (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.

### **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).

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- (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](http://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;
  - (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).

***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.

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

### Defining priority customers

The priority assistance policy must satisfy the following objectives:

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

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

### **Priority assistance—Connections**

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

- (6) The objective that where connection of 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 practicably 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 CSG Standard.
- (8) The objective that, for the purposes of item (7), unless circumstances make it unreasonable, the maximum connection timeframes for priority customers must be:
  - (a) if the site at which the connection has been requested is within a standard zone and within an urban centre, locality or other recognised community grouping with a population greater than or equal to 200 people—less than

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, if the service is supplied using a local access network over which the licensee is in a position to exercise control, use its best endeavours to ensure any underlying network causes of faults are identified and, if necessary, fixed as soon as possible to a high level of reliability; and
  - (b) where the licensee supplies multiple services to a priority customer it must use its best endeavours to manage the provision of those services to maximise the reliability of at least one service.

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

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

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

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

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

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

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

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

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 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—provide an interim priority service within 24 hours of the priority customer's acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

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

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

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

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—provide an interim priority service within 24 hours of the priority customer's acceptance of the offer, unless otherwise agreed with the priority customer, or unless prevented by circumstances beyond its control; and

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

Note 1: More information about the current method of delimitation of urban centres and localities, together with a listing of current urban centres and localities, may be found in the Australian Bureau of Statistics publication entitled *Statistical Geography: volume 3—Australian Standard Geographical Classification (ASGC) Urban Centres/Localities, 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.

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 the CSG Standard, the licensee must:
  - (a) use its best endeavours to continue to meet the timeframes for service connection and fault repair for priority customers which arise under 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.

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

The priority assistance policy must satisfy the following objectives:

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

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- billing communication to be included in the first bill cycle after implementation of the priority assistance policy; and
- (d) ongoing offers to provide promotional material on the priority assistance arrangements to relevant places and organisations, such as doctors' surgeries, hospitals and health centres and other groups containing individuals likely to be eligible for priority assistance; and
  - (e) prominent references to priority assistance arrangements on the licensee's website, including a copy of the current version of the licensee's priority assistance policy; and
  - (f) prominent reference to priority assistance arrangements in the licensee's 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.

## **Endnotes**

Endnote 1—About the endnotes

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### **Endnote 1—About the endnotes**

The endnotes provide details of the history of this legislation and its provisions. The following endnotes are included in each compilation:

Endnote 1—About the endnotes  
Endnote 2—Abbreviation key  
Endnote 3—Legislation history  
Endnote 4—Amendment history  
Endnote 5—Uncommenced amendments  
Endnote 6—Modifications  
Endnote 7—Misdescribed amendments  
Endnote 8—Miscellaneous

If there is no information under a particular endnote, the word “none” will appear in square brackets after the endnote heading.

### **Abbreviation key—Endnote 2**

The abbreviation key in this endnote sets out abbreviations that may be used in the endnotes.

### **Legislation history and amendment history—Endnotes 3 and 4**

Amending laws are annotated in the legislation history and amendment history.

The legislation history in endnote 3 provides information about each law that has amended the compiled law. The information includes commencement information for amending laws and details of application, saving or transitional provisions that are not included in this compilation.

The amendment history in endnote 4 provides information about amendments at the provision level. It also includes information about any provisions that have expired or otherwise ceased to have effect in accordance with a provision of the compiled law.

### **Uncommenced amendments—Endnote 5**

The effect of uncommenced amendments is not reflected in the text of the compiled law but the text of the amendments is included in endnote 5.

### **Modifications—Endnote 6**

If the compiled law is affected by a modification that is in force, details of the modification are included in endnote 6.

### **Misdescribed amendments—Endnote 7**

An amendment is a misdescribed amendment if the effect of the amendment cannot be incorporated into the text of the compilation. Any misdescribed amendment is included in endnote 7.

### **Miscellaneous—Endnote 8**

Endnote 8 includes any additional information that may be helpful for a reader of the compilation.

**Endnote 2—Abbreviation key**

ad = added or inserted	pres = present
am = amended	prev = previous
c = clause(s)	(prev) = previously
Ch = Chapter(s)	Pt = Part(s)
def = definition(s)	r = regulation(s)/rule(s)
Dict = Dictionary	Reg = Regulation/Regulations
disallowed = disallowed by Parliament	reloc = relocated
Div = Division(s)	renum = renumbered
exp = expired or ceased to have effect	rep = repealed
hdg = heading(s)	rs = repealed and substituted
LI = Legislative Instrument	s = section(s)
LIA = <i>Legislative Instruments Act 2003</i>	Sch = Schedule(s)
mod = modified/modification	Sdiv = Subdivision(s)
No = Number(s)	SLI = Select Legislative Instrument
o = order(s)	SR = Statutory Rules
Ord = Ordinance	Sub-Ch = Sub-Chapter(s)
orig = original	SubPt = Subpart(s)
par = paragraph(s)/subparagraph(s) sub-subparagraph(s)	

## Endnotes

### Endnote 3—Legislation history

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#### Endnote 3—Legislation history

Name	FRLI registration or gazettal	Commencement	Application, saving and transitional provisions
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997	30 June 1997 ( <i>see Gazette</i> 1997, No. S248)	1 July 1997	
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 1998)	4 Mar 1998 ( <i>see Gazette</i> 1998, No. S88)	4 Mar 1998	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 1999)	24 Feb 1999 ( <i>see Gazette</i> 1999, No. GN8)	24 Feb 1999	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 1999)	7 Dec 1999 ( <i>see Gazette</i> 1999, No. S592)	7 Dec 1999	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2000)	26 July 2000 ( <i>see Gazette</i> 2000, No. GN29)	26 July 2000	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2001)	24 Oct 2001 ( <i>see Gazette</i> 2001, No. GN42)	24 Oct 2001	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2001)	31 Oct 2001 ( <i>see Gazette</i> 2001, No. GN43)	31 Oct 2001	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)	15 May 2002 ( <i>see Gazette</i> 2002, No. S148)	15 May 2002	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2002)	18 June 2002 ( <i>see Gazette</i> 2002, No. S200)	18 June 2002	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 3 of 2002)	27 Nov 2002 ( <i>see Gazette</i> 2002, No. GN47)	27 Nov 2002	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 4 of 2002)	11 Dec 2002 ( <i>see Gazette</i> 2002, No. GN49)	11 Dec 2002	—

## Endnote 3—Legislation history

<b>Name</b>	<b>FRLI registration or gazettal</b>	<b>Commencement</b>	<b>Application, saving and transitional provisions</b>
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2003)	30 July 2003 (see <i>Gazette</i> 2003, No. GN30)	30 July 2003	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2003)	8 Oct 2003 (see <i>Gazette</i> 2003, No. GN40)	8 Oct 2003	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2005)	9 Aug 2005 (see F2005L02261)	10 Aug 2005	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2005)	9 Aug 2005 (see F2005L02262)	10 Aug 2005	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2006)	15 Sept 2006 (see F2006L03082)	1 Oct 2006	Sch. 1(item 29)
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2007)	17 Sept 2007 (see F2007L03728)	18 Sept 2007	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2008)	18 Dec 2008 (see F2008L04702)	19 Dec 2008	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2011)	7 July 2011 (see F2011L01436)	8 July 2011	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2014)	24 Mar 2014 (F2014L00331)	25 Mar 2014	—
Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 2 of 2014)	17 July 2014 (F2014L01002)	18 July 2014	—

## Endnotes

### Endnote 4—Amendment history

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#### Endnote 4—Amendment history

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<b>Provision affected</b>	<b>How affected</b>
c. 3.....	am. 1998 No. 1; 1999 Nos. 1 and 2; 2002 Nos. 1 and 2; 2006 No. 1; 2007 No. 1; 2008 No. 1; 2014 No 1
c. 5.....	rep 2014 No 1
c. 11.....	am. 2002 No. 2 rep F2014L01002
c. 12.....	rep. 2008 No. 1
c. 13.....	ad. 1998 No. 1 rep 2014 No 1
c. 14.....	ad. 1998 No. 1 rep 2014 No 1
c. 15.....	ad. 1999 No. 1 am. 1999 No. 2 rs. 2007 No. 1 rep 2014 No 1
c. 16.....	ad. 2000 No. 1 rep. 2001 No. 2
c. 17.....	ad. 2001 No. 1 rep 2014 No 1
c. 18.....	ad. 2001 No. 2 rep 2014 No 1
c. 19.....	ad. 2002 No. 1 rs. 2005 No. 1 am 2014 No 1
Note to c 19(3).....	am F2014L01002
c. 20.....	ad. 2002 No. 1 rep. 2005 No. 1
c. 21.....	ad. 2002 No. 1 rep 2014 No 1
c. 22.....	ad. 2002 No. 2 am F2014L01002
c. 23.....	ad. 2002 No. 3
Heading to c. 24.....	rs. 2006 No. 1
c. 24.....	ad. 2002 No. 4 am. 2006 No. 1; 2014 No 1
c. 25.....	ad. 2002 No. 4 rs. 2006 No. 1
c. 26.....	ad. 2002 No. 4 rs. 2006 No. 1
c. 27.....	ad. 2002 No. 4

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## Endnote 4—Amendment history

<b>Provision affected</b>	<b>How affected</b>
	am. 2006 No. 1
c. 28.....	ad. 2002 No. 4
	am. 2006 No. 1
c. 29.....	ad. 2003 No. 1
c. 30.....	ad. 2003 No. 1
c. 31.....	ad. 2003 No. 2
	rep. 2011 No. 1
c. 32.....	ad. 2005 No. 2
Schedule 1.....	ad. 1999 No. 2
	rep. 2007 No. 1
Schedule 2.....	ad. 2001 No. 1
	rep 2014 No 1
Schedule 3.....	ad. 2001 No. 1
	rep 2014 No 1
<b>Schedule 4</b>	
Schedule 4.....	ad. 2002 No. 1
	am. 2005 No. 1; 2014 No 1; F2014L01002

## Endnotes

Endnote 5—Uncommenced amendments [none]

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**Endnote 5—Uncommenced amendments [none]**

**Endnote 6—Modifications [none]**

**Endnote 7—Misdescribed amendments [none]**

**Endnote 8—Miscellaneous [none]**