



Telecommunications (NBN Continuity of Service) Industry Standard 2018

made under subsection 125AA(1) of the

Telecommunications Act 1997

Compilation No. 1

Compilation date: 14 December 2020

Includes amendments up to: *Telecommunications – NBN Instruments Omnibus Variation 2020 (No.1)* [F2020L01426]

Prepared by the Australian Communications and Media Authority

About this compilation

This compilation

This is a compilation of the *Telecommunications (NBN Continuity of Service) Industry Standard 2018* that shows the text of the law as amended and in force on 14 December 2020 (the *compilation date*).

The notes at the end of this compilation (the *endnotes*) include information about amending laws and the amendment history of provisions of the compiled law.

Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on the Federal Register of Legislation (www.legislation.gov.au). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the series page on the Federal Register of Legislation for the compiled law.

Application, saving and transitional provisions for provisions and amendments

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

Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the series page on the Federal Register of Legislation for the compiled law.

Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

Part 1—Preliminary

1 Name

This is the *Telecommunications (NBN Continuity of Service) Industry Standard 2018*.

3 Authority

This industry standard is determined under subsection 125AA(1) of the *Telecommunications Act 1997* and in accordance with sections 5 and 7 of the *Telecommunications (NBN Consumer Experience Industry Standard) Direction 2017*.

Note: The *Telecommunications (NBN Consumer Experience Industry Standard) Direction 2017* was given to the ACMA by the Minister under subsection 125AA(4) of the Act.

4 Application of industry standard

For the purposes of subsection 125AA(1) of the Act:

- (a) this industry standard applies to participants in the following sections of the telecommunications industry:
 - (i) carriage service providers in relation to the services they supply using a legacy network;
 - (ii) carriage service providers in relation to the services they supply using the NBN;
 - (iii) carriers (other than NBN Co) to the extent that those carriers supply legacy services;
 - (iv) NBN Co in its capacity as a carrier; and
- (b) the content of this industry standard deals with the provision of voice and broadband services by persons listed in paragraph (a) to consumers at premises in areas that have been declared ready for service by NBN Co, and where legacy services are readily able to be supplied in those areas.

5 Definitions

In this industry standard:

ACMA means the Australian Communications and Media Authority.

Act means the *Telecommunications Act 1997*.

alternative arrangement means an arrangement agreed by the NBN CSP and the consumer, where the requirement to supply a legacy service under Part 3 applies, and may include:

- (a) the payment of reasonable compensation;
- (b) the application of credit to the consumer's account for mobile data;
- (c) payment to an alternative provider for the provision of a mobile data service; or

- (d) any other arrangement agreed by the NBN CSP and the consumer that is not merely:
 - (i) rescheduling an appointment to provide an operational NBN service; or
 - (ii) an arrangement that the consumer need not make payments in relation to an NBN service that is not operational.

Category A process has the same meaning as in the LNP Code.

consumer means:

- (a) an individual who acquires or may acquire a carriage service for the primary purpose of personal or domestic use and not for resale; or
- (b) a business or non-profit organisation which acquires or may acquire one or more carriage services which are not for resale and which, at the time it enters into the consumer contract:
 - (i) does not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract; and
 - (ii) has or will have an annual spend with the carriage service provider which is, or is estimated on reasonable grounds by the carriage service provider to be, no greater than \$40,000.

A reference to a consumer includes a reference to the consumer's representative.

consumer contract means an arrangement or agreement between a carriage service provider listed in either subparagraph 4(a)(i) or (ii) and a consumer for the supply of a carriage service to that consumer, and includes a standard form of agreement formulated by a carriage service provider for the purposes of section 479 of the Act.

interim service means a voice service or broadband service, or both, other than a legacy service, NBN backup service or NBN service, supplied or arranged to be supplied by a carriage service provider to a consumer.

legacy CSP means a carriage service provider who supplied a legacy service to a consumer at the relevant premises under a consumer contract using a legacy network immediately prior to the consumer attempting to migrate to the NBN.

legacy network means one or more network units used by a carriage service provider to supply a legacy service.

legacy network carrier means a carrier mentioned in subparagraph 4(a)(iii).

legacy service has the same meaning as in section 4 of the *Telecommunications (NBN Consumer Experience Industry Standard) Direction 2017*.

LNP Code means the *Local Number Portability Code C540:2013* or an industry code that replaces that code and is registered by the ACMA.

Note: Replacement of an industry code can occur in the manner set out in subsection 117(4) or section 120 of the Act.

major rural area means an area that is an urban centre, locality or other recognised community grouping with a population of greater than 2,500 but less than 10,000 people.

managed disconnection has the same meaning as in the migration plan.

migration means the process of connecting a premises to the NBN, which connection allows for the supply of an NBN service to the consumer.

migration plan means the plan given by Telstra to the ACCC and approved by the ACCC under subsection 577BDA(2) of the Act.

Note: The migration plan is available at <https://www.accc.gov.au>.

minor rural or remote area means an area that is an urban centre, locality or other recognised community grouping with a population of less than or equal to 2,500 people.

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

NBN means the national broadband network.

NBN backup service means a voice service or broadband service, or both, other than a legacy service or an NBN service, supplied by an NBN CSP to a consumer to provide reliable and immediate service continuity for each component of an NBN service.

Example: Where an NBN service includes both NBN voice service and NBN broadband service components, the NBN backup service must support both of those services to the consumer. Where an NBN service only comprises an NBN voice or an NBN broadband service the NBN backup service must support that individual component of the NBN service which the consumer has contracted to receive.

NBN broadband service means a broadband carriage service supplied using an NBN ethernet product, but does not include an NBN voice service.

NBN Co means NBN Co Limited (ACN 136 533 741) (even if its name is later changed).

NBN CSP means a carriage service provider which supplies a service to a consumer under a consumer contract using an NBN ethernet product.

NBN ethernet has the same meaning given in the Dictionary to the Wholesale Broadband Agreement.

NBN service means a carriage service supplied using the NBN and includes an NBN broadband service, or an NBN voice service, or both.

NBN voice service means a voice telephony service that may be supplied by a carriage service provider over an NBN ethernet product, but does not include a public mobile telecommunications service, or an NBN broadband service.

numbering plan means the *Telecommunications Numbering Plan 2015*.

operational means in relation to a carriage service, that the service is working and can be used by a consumer who has entered into a consumer contract with a carriage service provider for the supply of that service.

parallel migration means migration where disconnection of a consumer's legacy service is not required in order to connect an NBN service at the consumer's premises.

port, in relation to a consumer's telephone number, means the transfer of a consumer's telephone number used in connection with one carriage service to another carriage service (the **second service**) for the purpose of allowing the consumer to continue to use that number in connection with the second service.

portable number has the same meaning as in the numbering plan.

post-migration testing means a test conducted by an NBN CSP after an NBN service has been successfully migrated to determine whether or not an NBN service is operational.

premises means an addressable location to which a carriage service may be supplied for use by a consumer.

readily able to be supplied, in relation to the supply of a legacy service to a consumer's premises, means, when an operational legacy service had been, or was capable of being, supplied to that premises immediately prior to the migration (or attempted migration) at the consumer's premises.

rights of use, in relation to a telephone number, has the same meaning as in the *Rights of Use of Numbers Code ACIF C566:2005* or an industry code that replaces that code and is registered by the ACMA.

Note: Replacement of an industry code can occur in the manner set out in subsection 117(4) or section 120 of the Act.

Unconditioned Local Loop Service or ULLS means the use of unconditioned communications wire between the boundary of a telecommunications network at an end user's premises and a point on a telecommunications network that is a potential point of interconnection located at or associated with a customer access module (**CAM**) and located on the end user side of the CAM.

Unwelcome Communications Code means the *Handling of Life Threatening and Unwelcome Communications Code C525:2017* or an industry code that replaces that code and is registered by the ACMA.

Note: Replacement of an industry code can occur in the manner set out in subsection 117(4) or section 120 of the Act.

urban area means an urban centre with a population equal to or greater than 10,000 people.

valid reason, in relation to the disconnection of a carriage service, means that the carriage service provider has disconnected the consumer's carriage service in accordance with:

- (a) valid credit management processes; or
- (b) the Unwelcome Communications Code.

Wholesale Broadband Agreement means the standard form of access agreement for the purposes of Part XIC of the *Competition and Consumer Act 2010*, setting out the contractual terms on which NBN Co supplies products and services to NBN CSPs and the persons mentioned in paragraph 4(a)(ii) of the Standard.

Note: The Wholesale Broadband Agreement is published on NBN Co's website at <https://www.nbnco.com.au>.

Part 2—Requirements to minimise disruption to the supply of carriage services to consumers for all migrations in ready for service areas

7 NBN CSPs must take all reasonable steps to manage migration

- (1) An NBN CSP must take all reasonable steps to manage the migration at a consumer's premises in order to minimise disruption to the continuous supply of carriage services to the consumer and expedite the supply of an operational NBN service to the consumer.
- (2) Where the migration at the consumer's premises is a parallel migration:
 - (a) the NBN CSP must not disconnect (or request the disconnection of) the consumer's legacy service until post-migration testing results indicate that the consumer's NBN service is operational; and
 - (b) where the NBN CSP is not the legacy CSP:
 - (i) the NBN CSP must inform the consumer that they should not request their legacy CSP to disconnect the legacy service prior to the consumer having assured themselves that the NBN service is operational; and
 - (ii) the legacy CSP must not disconnect (or request the disconnection of) the consumer's legacy service unless it has been requested to do so by the consumer.
- (3) Subsection (2) does not apply where:
 - (a) the consumer's legacy service is disconnected as part of a port of the consumer's telephone number to the NBN service;
 - (b) the consumer has requested the disconnection of their legacy service by the NBN CSP (who is also the consumer's legacy CSP) prior to migration at the consumer's premises; or
 - (c) the NBN CSP (who is also the consumer's legacy CSP) has disconnected the consumer's legacy service for a valid reason.
- (4) For paragraph (3)(b), a consumer must have expressly requested disconnection of their legacy service and not as part of a standard form of agreement formulated by a carriage service provider for the purposes of section 479 of the Act.

8 NBN Co must take all reasonable steps to manage migration

- (1) NBN Co must take all reasonable steps to manage the migration at a premises in a way that minimises disruption to the continuous supply of carriage services to the consumer.
- (2) Without limiting subsection (1), reasonable steps taken by NBN Co include that it must:
 - (a) not advise an NBN CSP, legacy CSP or legacy network carrier that the migration at the consumer's premises is complete until it has taken all reasonable steps to ensure that successful migration at the premises has occurred; and

- (b) where the migration at the consumer's premises has been unsuccessful – take all reasonable steps to notify the consumer's NBN CSP that migration to the NBN service has not been successful, within one working day of becoming aware of that fact

Note: Under subsection 14(1), the NBN CSP must notify the consumer of specified matters as soon as possible after becoming aware of a matter in paragraph 11(1)(a), (b) or (c), and before obtaining the consumer's consent to the supply of that service.

- (3) For paragraphs (2)(c) and (d), a consumer must have expressly consented to the provision of an interim service or agreed on an alternative arrangement and not as part of a standard form of agreement formulated by a carriage service provider for the purposes of section 479 of the Act.

12 Who must supply a legacy service to a consumer

For subsection 11(1):

- (a) where the NBN CSP is also the legacy CSP, the NBN CSP must reconnect, or arrange for the reconnection of, a legacy service to the consumer's premises; or
- (b) where:
- (i) the NBN CSP is not the legacy CSP; and
- (ii) the legacy CSP has disconnected the consumer's legacy service in contravention of subparagraph 7(2)(b)(ii) –

the legacy CSP must, upon request by the consumer, reconnect, or arrange for the reconnection of, a legacy service to the consumer's premises, unless the legacy CSP had disconnected the consumer's legacy service for a valid reason.

13 Conditions for the supply of a legacy service by a CSP

Where the requirement to supply a legacy service under subsection 11(1) applies:

- (a) the amount payable by the consumer to a carriage service provider mentioned in paragraph 12(a) or (b), as applicable, for the supply of the legacy service to a consumer, must not exceed the amount that would have applied under the consumer's contract for supply of the legacy service that was disconnected (the *initial legacy service*) for the same period had that service not been disconnected;
- (b) the non-price terms for the supply of the legacy service must be substantially similar to the terms that would have applied in relation to the supply of the initial legacy service had that service not been disconnected; and
- (c) the cost of reconnection to the legacy service cannot be charged to the consumer.

Part 4—Processes and timeframes for the reconnection and supply of legacy services and interim services

14 Requirements for NBN CSP to advise a consumer and keep records

- (1) Where the requirement to supply a legacy service under subsection 11(1) applies and because of paragraph 12(a), the NBN CSP is responsible for reconnecting, or arranging the reconnection of the legacy service to the consumer, the NBN CSP must advise the consumer of:
 - (a) the applicable timeframes for reconnecting a legacy service referred to in section 15 and 17; and
 - (b) details of the fees and charging arrangements that will apply to the NBN CSP's proposed supply of the legacy service to the consumer,as soon as possible after becoming aware of a matter in paragraph 11(1)(a), (b) or (c), and before obtaining the consumer's consent to the supply of that service.
- (2) Where an NBN CSP proposes to supply the consumer with an interim service, it must advise the consumer:
 - (a) that the NBN CSP is required to supply a legacy service to their premises under subsection 11(1);
 - (b) that they can consent to the supply of an interim service under paragraph 11(2)(c) as a substitute for the supply of a legacy service;
 - (c) of the applicable timeframes for the proposed supply of the interim service set out in section 18; and
 - (d) of the details of the key features and limitations, fees and charging arrangements that will apply to the provider's proposed supply of the interim service to the consumer,as soon as possible after becoming aware of a matter in paragraph 11(1)(a), (b) or (c), and before obtaining the consumer's consent to the supply of that service.
- (3) For subsection (2), the amount payable by a consumer to an NBN CSP for the supply of an interim service must not exceed the amount that would have applied for supply of the NBN service for the same period had it been operational.
- (4) An NBN CSP may advise the consumer of the matters in subsection (1) and obtain the consumer's consent to the supply of a legacy service before becoming aware of a matter in paragraph 11(1)(a),(b) or (c).
- (5) Where section 11 applies in relation to a consumer, the NBN CSP must keep records that are sufficient to demonstrate its compliance with Parts 3 and 4 of this industry standard with respect to that consumer.
- (6) Where subsection (5) applies, the NBN CSP must:
 - (a) retain the records for a minimum of 2 years; and
 - (b) make the records available to the ACMA within 5 working days after receiving a written request from the ACMA.

15 Commencement of timeframe for the reconnection of legacy services by an NBN CSP

Where the requirement to supply a legacy service under subsection 11(1) applies, and because of paragraph 12(a) the NBN CSP is responsible for reconnecting, or arranging for the reconnection of the legacy service to the consumer's premises, the NBN CSP must reconnect, or arrange for the reconnection of, the consumer's premises to a legacy service within the timeframe specified in section 17 which commences on the date the NBN CSP obtained the consumer's consent to the reconnection.

16 Commencement of timeframe for the reconnection of legacy services by a legacy CSP

Where the requirement to supply a legacy service under subsection 11(1) applies, and because of paragraph 12(b) the legacy CSP is responsible for reconnecting, or arranging for the reconnection of the legacy service to the consumer's premises, the legacy CSP must reconnect, or arrange for the reconnection of, the consumer's premises to a legacy service within the timeframe specified in section 17 which commences on the date the consumer requested the legacy CSP to reconnect, or arrange for the reconnection of, the legacy service.

17 Timeframes for the reconnection of legacy services

- (1) A legacy service must be reconnected under sections 15 and 16, within 3 working days unless subsections (2), (3) or (4) apply.
- (2) A legacy service must be reconnected under sections 15 and 16, within such other period as is reasonably necessary to reconnect the legacy service, but which must not exceed 5 working days, where:
 - (a) the consumer's premises is located in an urban area; and
 - (b) either or both of the following circumstances apply:
 - (i) in order to reconnect the legacy service, the NBN CSP or the legacy CSP, as the case may be, must undertake field work or work at the relevant exchange;
 - (ii) the legacy service is to be supplied over a ULLS.
- (3) A legacy service must be reconnected under sections 15 and 16, within such other period as is reasonably necessary to reconnect the legacy service, but which must not exceed 10 working days, where:
 - (a) the consumer's premises is located in a major rural or minor rural or remote area; and
 - (b) either or both of the following circumstances apply:
 - (i) in order to reconnect the legacy service, the NBN CSP or the legacy CSP, as the case may be, must undertake field work or work at the relevant exchange;
 - (ii) the legacy service is to be supplied over a ULLS.
- (4) A legacy service must be reconnected under sections 16 within such other period as is reasonably necessary to reconnect the legacy service, but which must not exceed 15 working days where:

- (a) the NBN CSP is not the legacy CSP and a port of the consumer's telephone number back from the NBN CSP to the legacy CSP is required; and
- (b) under the LNP Code, the Category A process does not apply to the port.

18 Timeframes for the supply of an interim service by an NBN CSP

- (1) Where an NBN CSP is to supply an interim service to a consumer instead of a legacy service, because paragraph 11(2)(c) applies, it must be supplied to the consumer:
 - (a) where the consumer is located in an urban area - within 3 working days;
 - (b) where the consumer is located in a major rural area - within 4 working days; or
 - (c) where the consumer is located in a minor rural or remote area - within 6 working days,of the NBN CSP obtaining the consumer's consent to that supply.
- (2) The requirement to supply an interim service set out in subsection (1) does not apply where the consumer's NBN service becomes operational prior to the supply of the interim service in accordance with paragraphs (1)(a), (b) and (c), whichever is applicable.

19 Timeframes for the continued supply of a legacy service or an interim service by an NBN CSP

Where an NBN CSP supplies a legacy service or an interim service in accordance with the requirements under Part 3, it must continue to supply that service to the consumer until the first to occur of the following:

- (a) the NBN CSP supplies an operational NBN service to the consumer; or
- (b) the consumer contract with the NBN CSP for the NBN service expires; or
- (c) the consumer contract with the NBN CSP for the NBN service has been terminated for a valid reason; or
- (d) where the service is a legacy service, the date on which Telstra is required to complete managed disconnection of the premises together with other premises in that area in accordance with the migration plan.

20 Timeframes for the continued supply of a legacy service by a legacy CSP

- (1) Where a legacy CSP supplies a legacy service in accordance with the requirements under Part 3, it must continue to supply that service at the consumer's premises until the first to occur of the following:
 - (a) the consumer notifies the legacy CSP that the NBN CSP has successfully supplied an operational NBN service to that consumer;
 - (b) the relevant consumer contract with the legacy CSP for the legacy service has been terminated for a valid reason; or
 - (c) the date on which Telstra is required to complete managed disconnection of the premises together with other premises in that area in accordance with the migration plan.

- (2) A consumer contract for the supply of a legacy service must allow the consumer to exit the contract when the consumer notifies the legacy CSP that the NBN CSP has successfully supplied an operational NBN service to that consumer or where the consumer notifies the legacy CSP that the legacy service is otherwise no longer required.

Part 5—Other consumer protections in relation to NBN services

21 Circumstances where an NBN CSP must not charge a consumer for an NBN service

- (1) Where an NBN CSP supplies a legacy service or an interim service to a consumer in accordance with the requirements under Parts 3 and 4, it must not charge a consumer for their NBN service until it is operational.
- (2) An NBN CSP does not contravene subsection (1) if it promptly provides a refund or credit to a consumer for an amount specified in a bill issued to the consumer for their NBN service which was later found to be not operational.

22 Requirements regarding a consumer's telephone number

- (1) Where an NBN CSP supplies a legacy service to a consumer under Part 3, it must ensure that the consumer can continue to use the telephone number previously used for their legacy service at the same address where:
 - (a) the legacy service supplied to the consumer includes a voice telephony service;
 - (b) that voice telephony service uses a public number declared to be a portable number under the numbering plan; and
 - (c) the consumer has rights of use to that telephone number, or had the rights of use to that number immediately prior to disconnection of the legacy service.
- (2) Subsection (1) does not apply where a consumer expressly agrees to relinquish their legacy telephone number and the consumer has the rights of use to that number.

23 Requirements where there is unreasonable delay in the supply of an operational NBN service

- (1) If, at 23 working days after the NBN CSP becomes aware that:
 - (a) the migration at the consumer's premises has been unsuccessful; or
 - (b) the migration at the consumer's premises has been successful, but the consumer's NBN service is not operational,

(the relevant day) and the consumer's NBN service is still not operational, the NBN CSP must within 2 working days, prepare a plan directed at ensuring that the consumer is provided with an operational NBN service as soon as possible.
- (2) Subsection (1) does not apply where:
 - (a) the NBN CSP has provided the consumer with all of the information referred to in subsection (4) during the period of 23 working days from the occurrence of the events described in either paragraphs (1)(a) or(1)(b), whichever is applicable; and
 - (b) the information referred to in (a) continues to be accurate at the end of **the relevant day**.
- (3) Where a plan is prepared by an NBN CSP in accordance with the requirement in subsection (1), the NBN CSP must send a copy of the plan to the consumer within 2 working days of its being prepared.
- (4) A plan mentioned in subsection (1) must contain the following minimum requirements:

- (a) if a consumer requests information about the cause of the problem with the NBN service – a diagnosis of the issue that has caused the NBN service to be not operational;
 - (b) if a consumer requests information about how the issue will be remediated – the steps required to remediate the issue and establish an operational NBN service;
 - (c) the timeframe for completing the required remedial work;
 - (d) any compensation that will be offered to the consumer; and
 - (e) contact details that the consumer can use to gain updates on the completion of the remedial work.
- (5) If, at a further 20 working days (the *further period*) after the expiration of the 23 working day timeframe mentioned in subsection (1), the NBN service is not operational, the NBN CSP must arrange for a technical audit to be completed within 10 working days after the expiration of the further period.
- (6) A technical audit under subsection (5) must identify:
- (a) why the plan mentioned in subsection (1) did not result in the establishment of an operational NBN service;
 - (b) the steps that are required to remediate the issue and establish an operational NBN service as soon as possible; and
 - (c) the measures that can be instituted to avoid similar problems in other cases.
- (7) An NBN CSP is not required to prepare a plan mentioned in subsection (1) or complete a technical audit under subsection (5) where it determines on reasonable grounds that the reason why the NBN service is not operational is due to:
- (a) an issue on the consumer's side of the boundary of the telecommunications network; or
 - (b) NBN Co not having completed remediation steps that must be undertaken in order for the NBN service to be operational.
- (8) Where subsection (1), (2), (3) or (5) applies, an NBN CSP must:
- (a) keep records that are sufficient to demonstrate compliance with that subsection for a minimum of 2 years; and
 - (b) make the records available to the ACMA within 5 working days after receiving a written request from the ACMA.

Part 6—Reasonable assistance

24 Reasonable assistance to enable the supply of legacy services

Application of this section

- (1) This section applies to:
 - (a) an NBN CSP or legacy CSP (the **first CSP**) who supplies a legacy service to a consumer under Parts 3 and 4;
 - (b) a person (the **second person**) mentioned in paragraph 4(a) who:
 - (i) is involved (directly or indirectly) in the supply of the legacy service mentioned in paragraph (a); and
 - (ii) has a direct contractual relationship with the first CSP; and
 - (c) a person (the **third person**) mentioned in paragraph 4(a) who:
 - (i) is not the first CSP or the second person;
 - (ii) is involved (directly or indirectly) in the supply of the legacy service;
 - (iii) does not have a direct contractual relationship with the first CSP; and
 - (iv) has a direct contractual relationship with the second person; and
 - (d) a person (the **other person**) mentioned in paragraph 4(a) who is not the first CSP, the second person or the third person and who is involved (directly or indirectly) in the supply of the legacy service.

Cooperation and provision of reasonable assistance

- (2) The persons mentioned in subsection (1) must cooperate with each other to ensure that the consumer is reconnected to a legacy service as soon as possible and at least within the timeframes specified in section 17.
- (3) The second person must provide reasonable assistance to the first CSP at the request of the first CSP, for the purpose of the first CSP complying with the requirements of Parts 3 and 4.
- (4) Where subsection (3) applies and the second person requires the assistance of the third person to meet its obligations under that provision, the third person must provide reasonable assistance to the second person at the request of the second person.
- (5) Where the assistance of the other person is required to enable the first CSP, the second person or the third person to meet its obligations under this section, the other person must provide reasonable assistance to the person mentioned in paragraph 4(a) who has requested that assistance (the **requesting person**) provided that the requesting person has a direct contractual relationship with the other person.
- (6) A person who is required to provide reasonable assistance under this section must not fail or delay to take reasonable actions to cooperate, nor withhold or delay the provision of reasonable assistance under this section because there has been no agreement on the payment of costs from another person mentioned in this section.

Note: The persons mentioned in this section may agree between themselves on the payment of any reasonable costs of providing any such reasonable assistance.

- (7) A person who has agreed to pay reasonable costs associated with the provision of reasonable assistance under this section must not bill those costs to the consumer.

25 Reasonable assistance regarding the supply of NBN services

Application of this section

- (1) This section applies to:
- (a) an NBN CSP (the **first CSP**) seeking to supply an NBN service to a consumer;
 - (b) a person (the **second person**) mentioned in paragraph 4(a) who:
 - (i) is involved (directly or indirectly) in the supply of the NBN service; and
 - (ii) has a direct contractual relationship with the first CSP; and
 - (c) a person (the **third person**) mentioned in paragraph 4(a) who:
 - (i) is not the first CSP or the second person;
 - (ii) is involved (directly or indirectly) in the supply of the NBN service;
 - (iii) does not have a direct contractual relationship with the first CSP; and
 - (iv) has a direct contractual relationship with the second person; and
 - (d) a person (the **other person**) mentioned in paragraph 4(a) who is not the first CSP, the second person or the third person and who is involved (directly or indirectly) in the supply of the NBN service.

Note: Under subsection (1), NBN Co may be the second person, the third person or the other person.

Cooperation and provision of reasonable assistance

- (2) The persons mentioned in subsection (1) must cooperate with each other to expedite the supply of an operational NBN service to the consumer.
- (3) The second person must provide reasonable assistance to the first CSP at the request of the first CSP, to enable the first CSP to comply with its obligations under Part 2 and Part 5 in relation to the supply of an operational NBN service to the consumer.
- (4) Where subsection (3) applies and the second person requires the assistance of the third person to meet its obligations under that provision, the third person must provide reasonable assistance to the second person at the request of the second person.
- (5) Where the assistance of the other person is required to enable the first CSP, the second person or the third person to meet its obligations under this section, the other person must provide reasonable assistance to the person mentioned in paragraph 4(a) who has requested that assistance (the **requesting person**) provided that the requesting person has a direct contractual relationship with the other person.

- (6) A person who is required to provide reasonable assistance under this section must not fail or delay to take reasonable actions to cooperate, nor withhold or delay the provision of reasonable assistance under this section because there has been no agreement on the payment of costs from another person mentioned in this section.

Note: The persons mentioned in this section may agree between themselves on the payment of any reasonable costs of providing any such reasonable assistance.

- (7) A person who has agreed to pay reasonable costs associated with the provision of reasonable assistance under this section must not charge those costs to the consumer.

26 Nomination of contact persons

A carriage service provider mentioned in subparagraphs 4(a)(i) and (ii) and a carrier mentioned in subparagraphs 4(a)(iii) and (iv) must:

- (a) nominate one or more contact persons responsible for the coordination of activities regarding the provision of reasonable assistance under this Part;
- (b) notify relevant carriage service providers and, where applicable, carriers, of an email address or other method whereby they can contact a contact person nominated under paragraph (a), or make enquiries about, or request, reasonable assistance under this Part;
- (c) ensure that the inbox for the email address or other method of contact identified in paragraph (b) is monitored each working day;
- (d) ensure that all enquiries and requests for reasonable assistance received by the nominated contact person are responded to as soon as practicable; and
- (e) if an industry body that is representative of the telecommunications industry has established a register for the purposes of this Part, notify that industry body:
 - (i) of the matters referred to in paragraphs (a) and (b) within two working days of making a nomination under paragraph (a); and
 - (ii) of any changes to the information notified under subparagraph (i) within two working days of the information being changed.

Endnotes

Endnote 1 – About the endnotes

The endnotes provide information about this compilation and the compiled law.

Endnote 2 (Abbreviation key) sets out abbreviations that may be used in the endnotes.

Endnote 3 (Legislation history) provides information about each law that has amended (or will amend) the compiled law. The information includes commencement details for amending laws and details of any application, saving or transitional provisions that are not included in this compilation.

Endnote 4 (Amendment history) provides information about the amendments at the provision (generally section or equivalent) level and includes information about any provision of the compiled law that has been repealed in accordance with a provision of the law.

It also includes information about any misdescribed amendment (that is, an amendment that does not accurately describe the amendment to be made). If, despite the misdescription, the amendment can be given effect as intended, the amendment is incorporated into the compiled law and the abbreviation “(md)” added to the details of the amendment included in the amendment history. If a misdescribed amendment cannot be given effect as intended, the abbreviation “(md not incorp)” is added to the details of the amendment included in the amendment history.

Endnote 2—Abbreviation key

ad = added or inserted

am = amended

amdt = amendment

c = clause(s)

Ch = Chapter(s)

def = definition(s)

Dict = Dictionary

disallowed = disallowed by Parliament

Div = Division(s)

exp = expires/expired or ceases/ceased to have effect

F = Federal Register of Legislation

gaz = gazette

LA = *Legislation Act 2003*

LIA = *Legislative Instruments Act 2003*

(md) = misdescribed amendment can be given effect

(md not incorp) = misdescribed amendment cannot be given effect

mod = modified/modification

No. = Number(s)

par = paragraph(s)/subparagraph(s)
/sub-subparagraph(s)

Pt = Part(s)

r = regulation(s)/rule(s)

rep = repealed

rs = repealed and substituted

s = section(s)/subsection(s)

Sch = Schedule(s)

Sdiv = Subdivision(s)

underlining = whole or part not commenced or to be commenced

Endnote 3—Legislation history

Name	Registration	Commencement	Application, saving and transitional provisions
<i>Telecommunications (NBN Continuity of Service) Industry Standard 2018</i>	21 June 2018 (see F2020L00815)	Part 1 and section 26 of this industry standard commenced on 23 July 2018. The remaining provisions of this industry standard commenced on 21 September 2018.	
<i>Telecommunications (NBN Continuity of Service) Industry Standard Variation 2020 (No. 1)</i>	20 October 2020 (see F2020L01329)	14 December 2020	
<i>Telecommunications – NBN Instruments Omnibus Variation 2020 (No.1)</i>	13 November 2020 (see F2020L01426)	Immediately after the commencement of <i>Telecommunications (NBN Continuity of Service) Industry Standard Variation 2020 (No.1)</i> (14 December 2020)	

Endnote 4—Amendment history

Provision affected	How affected
s.2.....	rep. s.48D LA
s.5.....	am. F2020L01329, am. F2020L1426
s.11(1).....	rs. F2020L01329, am. F2020L1426
s.11(2).....	am. F2020L01426
s.14(1).....	am. F2020L01426
s.14(2).....	am. F2020L01426
s.14(4).....	am. F2020L01426
s.23.....	rs. F2020L01329