

AUSTRALIAN  
COMMUNICATIONS  
INDUSTRY FORUM



INDUSTRY CODE  
ACIF C515:2005  
PRE-SELECTION

## **ACIF C515:2005 Pre-selection Industry Code**

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## EXPLANATORY STATEMENT

Pre-selection provides a mechanism for enabling Customers to choose, to the extent technically possible, their preferred Carriage Service Provider for Pre-selectable Services. Pre-selection therefore has the benefit of enhancing Customer choice through the removal of obstacles that would prevent end users from gaining access to competing services. From a broader perspective, Pre-selection facilitates:

- (a) the supply of carriage services as efficiently and economically as practicable, balancing the legitimate commercial interests of access seekers and access providers;
- (b) the effective participation by all sectors of the Australian telecommunications industry in relevant markets (whether in Australia or elsewhere);
- (c) competition between suppliers of standard telephone and other carriage services; and
- (d) the economically efficient use of, and the economically efficient investment in, the infrastructure by which Pre-selectable Services are supplied.

## Current Regulatory Arrangements

The ACA is authorised under Part 17 of the *Telecommunications Act 1997* to require certain Carriers and Carriage Service Providers to provide Pre-selection in respect of Standard Telephone Services and other nominated carriage services, having regard to the technical feasibility and the costs and benefits of complying with the requirement concerned.

In accordance with that authority, the ACA has issued Determinations pursuant to subsections 349(1) and 349(2) of the *Telecommunications Act 1997* entitled the Telecommunications (Provision of Pre-selection for a Standard Telephone Service) Determination 1998, which commenced on the 24<sup>th</sup> December 1998, and the Telecommunications (Provision of Pre-selection for Specified Carriage Services) Determination 1998, which commenced on 1<sup>st</sup> July 1999, (the Determinations). The Telecommunications (Provision of Pre-selection for Specified Carriage Services) Determination 1998 enables the Customer's of Carriers and Carriage Service Providers to choose their preferred Carriage Service Providers for specified carriage services, and to change that selection from time to time. In addition, an end user can use an override dial code to choose a different Carriage Service Provider, on a call by call basis. The Determination only applies to a single group or "basket" of calls that are referred to in the Determinations as "specified carriage services". Therefore, Pre-selectable Services are to be treated as a single package or 'bundle' and cannot be individually Pre-selected.

This Code was developed by the ACIF Pre-selection Working Committee (in consultation with the relevant stakeholders) in order to set out the procedures to be complied with by all Access Service Deliverers and Prime Service Deliverers for the purposes of implementing that Determination for a Single Basket / Multi - Service Deliverer Environment in accordance with the objectives of the *Telecommunications Act 1997*. This Committee has sought to develop processes that are simple, efficient and robust in order to provide a competitively neutral platform for all industry participants.

In accordance with ACIF G510 Development of Telecommunications Industry Operations Codes Guideline, this Code sets out the minimum acceptable practices (including, where feasible, measurable requirements) for Pre-selection, which do not unnecessarily limit industry's ability to improve on the minimum level. This Code does not constrain two or more individual industry participants agreeing to different arrangements relating to Pre-selection, provided that those arrangements meet the

minimum acceptable practices set out in the Code and are not inconsistent with the Code. Any such bilateral arrangements will also need to comply with the *Trade Practices Act*, including the anti-competitive conduct and competition notices of Part XIB.

### **How this Code Enhances Current Regulatory Arrangements**

This third version of the Pre-selection Code was initiated for the purpose of accommodating provisions for:

- Electronic Customer Authorisation
- Provision of Service Information
- The treatment of Change of ASD (where the same number is retained) in respect of Pre-selection
- The IT Specifications relating to the ASD/PSD File Eligible Party Identification Code in the File Headers

Experience gained since the introduction of the Code in September 1998 and its subsequent replacement in June 1999 supports the rationale for inclusion of these changes to the Code.

During the development of this third version of the Code, the ACIF Pre-selection Working Committee also agreed to separate the Pre-selection Operations Manual, the Customer Billing Information Interface and the Specification File Formats and Field Population Rules from the Pre-selection Code. The purpose of this change was to achieve consistency with other operational codes and to enable a simplified Public Comment and Registration process. The ACIF Pre-selection Working Committee agreed to re-name and publish the following documents as Guidelines, and these Guidelines must be read in conjunction with the ACIF Pre-selection Code:

ACIF G597:2005 Pre-selection Operations Manual

ACIF G598:2002 Pre-selection Billing Information Specification

ACIF G599:2005 Pre-selection IT Specification

### **Electronic Customer Authorisation**

Electronic customer authorisation has been introduced by many industry participants in accordance with the guideline published by ACIF entitled ACIF G562: 2000 Electronic Customer Authorisation Guideline.

The industry recognised that the use of electronic customer authorisation provides an efficient alternative mechanism for gaining customer authorisations. While the use of electronic customer authorisation has been accommodated in this Code, it does not replace the traditional paper based customer authorisation, which continues to remain an option in the Code. It offers an alternative to industry to enable greater efficiency within its processes and allows industry to utilise methods that are appropriate to particular market segments. The decision to utilise electronic customer authorisation is a commercial one and it remains up to the C/CSP providing the Pre-selectable Service to choose to utilise such methods.

### **Provision of Service Information**

The Working Committee spent considerable time on the issue of provision of service information and how it should be dealt with in this Code to ensure the support of all members of the Committee. There was general agreement that to facilitate the efficient and expeditious implementation of Customers' Pre-selection choices, a dependence exists on the ability of the Gaining PSD to have a means of sourcing service information relevant to the churn of particular complex services from the current provider of the service. For example, where Centrex services are being

churned, failure to provide all service numbers associated with the group will result in rejects and delays in implementing the Customer's choice. These delays have a negative impact on both the customer and the Gaining PSD.

There was opposition to the inclusion of specific processes within the Code to address this matter. The Committee agreed, as a compromise, to the inclusion of principles relating to the responsibilities of those seeking service information and for those holding such service information to co-operate in providing the information to facilitate the implementation of the Customer's Pre-selection choice. It has also been recognised that it will be necessary for parties to establish arrangements for the provision of such information. This has been acknowledged by the inclusion of additional provisions in the bilateral section of the Code.

### **Port - Change of ASD (Same Number Retained)**

In earlier releases of the Pre-selection Code where a change of ASD occurred and the service number was retained (a Port), the pre-selection choice originally made by the Customer was maintained. In order to improve the process in respect of Pre-selection choice, it has been agreed that where a Customer changes ASD and retains the same number, the Customer can nominate a new choice of PSD at that time, similar to the process used when establishing a new service. This creates a more effective and efficient process. The introduction of this change will require a co-ordinated approach by industry to its implementation owing to the required development of a new transaction. The transaction is the Pre-selection Port Record, which is a transaction provided by the Losing ASD to the previous PSD advising that a Port has occurred. This transaction will replace the current Change of ASD transaction.

### **File Header ASD/PSD Eligible Party Identification Code**

In order to address the growing number of industry players and the changing of company names, it was agreed that the ASD/PSD Eligible Party Identification Code in the pre-selection file headers would be standardised to three numeric digits, rather than various alpha codes. This change is detailed in ACIF G599:2005 **Pre-selection IT Specification** and will require a co-ordinated approach by industry to implement.

### **Definition of Customer**

As a result of the Public Comment phase, the Working Committee was also required to address comments received in relation to the definition of Customer and the role of the local call reseller. These comments highlighted concerns that the current definition of Customer was contrary to the intention of the Pre-selection Determinations, and the Code itself, as it encompasses both end-users and CSPs. It was argued that this definition of Customer should be synonymous with the end-user only. The Working Committee discussed this matter at length and, with the assistance and recommendations from ACIF Working Group 19 *Pre-selection Issues*, agreed to take the following action:

- Amend the definition of customer so that it is clear that the end-user is not excluded from this definition;
- Add an additional provision that recognises that CSPs may choose to reaffirm their contract with an end-user by 'clawing back' pre-selectable services, and stipulate a timeframe that they must do this within; and
- Add an additional provision to the CA that will prompt both the end-user and the Gaining PSD to check for any current contractual obligations.

## **What the Code is Intended to Accomplish**

The stated objectives of the Code are:

- (a) to set out competitively neutral processes for implementation of Pre-selection;
- (b) to set out competitively neutral processes by which Prime Service Deliverers may exchange information with each other and with Access Service Deliverers, while at the same time fulfilling the legal requirements and community expectations in relation to privacy;
- (c) to set out criteria against which the compliance of Prime Service Deliverers and Access Service Deliverers with the Code can be measured; and
- (d) to maximise customer choice through processes which are convenient and customer friendly so that a Customer's wishes can be implemented with as little inconvenience as possible.

## **How Code Objectives will be Achieved**

In order to achieve the above stated objectives, this Code sets out operational procedures that serve as a minimum industry standard for the implementation of Customer's Pre-selection choices. All Access Service Deliverers and Prime Service Deliverers must provide Pre-selection in accordance with the requirements set out in the Code.

The processes set out in the Code include:

- (a) the processes required for the implementation of Pre-selection for new services, as well as the processes to be followed for a change in a Customer's Pre-selection choice;
- (b) the processes required following a Customer's change of geographic address, change of Service Number, or cancellation of a service;
- (c) the requirement for Customer authorisation in respect of the implementation of Pre-selection, and the reversal process for correction of Unauthorised Churns;
- (d) the responsibilities of Access Service Deliverers relating to the implementation of Pre-selection;
- (e) the processes required for Pre-selection during a change in Access Service Deliverer;
- (f) the processes required following a rejection of a Customer's Pre-selection request as a result of technical limitations arising from Real Time Metering;
- (g) obligations on Access Service Deliverers and Prime Service Deliverers to provide advice to Customers as to their rights in relation to Pre-selection, as well as the status of their Pre-selection choice from time to time. While the Access Service Deliverer is required to inform the customer that long distance services can be provided separately from the local service, the Access Service Deliverer is not required to list out each of the Prime Service Deliverers (given the increased number of alternative Prime Service Deliverers);
- (h) the processes for the supply of information (including billing information in relation to use of access override codes) between gaining Prime Service Deliverers and Access Service Deliverers in relation to Pre-selection (including processes for electronic data flows and notification); and
- (i) The audit procedures relating to Pre-selection.

## **Benefits to Consumers**

This Code is expected to provide benefits to Customers that are derived from the implementation of a standard industry approach in relation to Pre-selection. This standard approach, and the improved inter-operator processes, minimises confusion and complexity for Customers when making pre-selection choices and will ensure that the implementation of these choices will be conducted efficiently and effectively. It is unlikely that these benefits would accrue to Customers in the most optimum way without the benefit of an industry code.

## **Benefits and Costs to Industry**

The benefit to industry from the implementation of this Code is the standardised and consistent approach to all Pre-selection activities. Processes have been developed that are certain in their operation as well as being cost effective and efficient. Prior to the development and introduction of this Code in 1998, there were no industry standards for Pre-selection and the existing systems and processes did not accommodate multi-carrier Pre-selection. In the current Pre-selection environment, the absence of this Code may have resulted in costly, non-standard, inefficient and ineffective industry arrangements. The introduction of this Code has resulted in inter-operator efficiency through the application of processes that are simple, efficient and robust in order to provide a competitively neutral platform for all participants.

It is expected that industry participants will incur initial costs associated with the implementation of this Code in areas such as education and training of staff, modification of systems and development of procedures. However, these costs are expected to be outweighed by the benefits that will be derived by the implementation of a standard industry approach instead of ad hoc and perhaps ultimately unworkable arrangements.

Industry participants were previously required to comply with the Industry Code entitled ACIF C515: June 1999 Pre-selection – Single Basket / Multi Service Deliverer, which is now replaced by this Code.

## **Implementation Timeframe**

The new processes detailed in this Code and the new Pre-selection transactions that support these processes, as documented in ACIF G599:2003 **Pre-selection IT Specification**, will come into effect industry wide on the 7<sup>th</sup> July 2003. The industry agreed to this date for a number of reasons. Firstly, to ensure that all participants would be in a position to complete the necessary IT development and intercarrier testing that is required for implementation. Secondly, it was identified that the Carrier Naming Convention change was also a requirement of the LNP Code review, and as such efficiencies would be achieved if both Codes were implemented on the same date.

Tracey Everson  
Chair  
**OCR/PWC13 : Pre-selection** Working Committee

## **2005 Revision**

There was a limited revision of the Code in 2005 to modify clauses affected by changes to fair trading legislation in New South Wales and Victoria. These legislative changes allow customers to rescind or cancel contracts during cooling off periods where the contracts were made as a result of offers unsolicited by the customer. Section 17 and Section 8 of the Code have been amended to provide for Reversals

as a result of the customer rescinding or cancelling contracts where this is allowed under state or territory fair trading legislation. Section 22 was amended to highlight that the Complaints Handling Code applies.

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## WORKING COMMITTEE MEMBERS

The Working Committee that revised this Industry Code consisted of the following organisations and their representatives.

<b>Organisation</b>	<b>Membership</b>	<b>Representative</b>
AAPT	Voting	Lee-Ann Sutton
AAPT	Non-Voting	Lisa Grady
ATUG	Voting	John Pack
Australian Communications Authority	Non-Voting	Helen Papazoglou
Optus	Non-Voting	Cate Farley
Optus	Voting	Melina Rohan
Optus	Non-Voting	Tracey Everson (Chair)
PowerTel	Voting	Paul Teng
Primus Telecommunications	Voting	Mario Verruso
Primus Telecommunications	Non-Voting	Paul Andronikou
RSL Com	Voting	John Green
Telstra Corporation	Voting	Ian Somerville
Telstra Corporation	Non-Voting	John Spencer
Telstra Corporation	Non-Voting	Peter Matthews

Margaret Fleming and Terry Andersen of ACIF supplied project management support.

# 1 INTRODUCTION

## 1.1 Background

- 1.1.1 The Australian Communications Authority (ACA) has issued determinations pursuant to subsections 349(1) and 349(2) of the *Telecommunications Act 1997* entitled the *Telecommunications (Provision of Pre-selection for a Standard Telephone Service) Determination 1998* and the *Telecommunications (Provision of Pre-selection for Specified Carriage Services) Determination 1998* (the "Determinations"). The *Telecommunications (Provision of Pre-selection) Determination 1997* commenced 29 July, 1997 and was replaced with the *Telecommunications (Provision of Pre-selection for a Standard Telephone Service) Determination 1998* which commenced on 24 December, 1998. The *Telecommunications (Provision of Pre-selection for Specified Carriage Services) Determination* commenced on 1 July 1999.
- 1.1.2 The ACIF Pre-selection Working Committee was established to determine the procedures and to support the implementation of the Determinations. The Working Committee consisted of nominated representatives from those organisations represented in ACIF.

## **2 REGISTRATION WITH THE AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA)**

- 2.1 The Code is registered by the Australian Communications Authority pursuant to section 117 of the *Telecommunications Act 1997* (Cth.).

### **3 TERM**

- 3.1 This Code replaces the previous ACIF C515:2003 **Pre-selection** Industry Code and commences on the date of registration.

## 4 SCOPE

- 4.1 This Code sets out the operational arrangements and timing in relation to the delivery of Pre-selection in a Multi-Carrier, Single Basket environment.
- 4.2 All processes set out in this Code have been developed with the aim to ensure that the implementation of a Customer's Pre-selection choice is performed by the ASD on a competitively neutral and non-discriminatory basis and does not allow the ASD to unduly advantage itself in the implementation of these Pre-selection choices.
- 4.3 This Code must be read in conjunction with the:
- (a) ACIF G597:2005 **Pre-selection Operations Manual**;
  - (b) ACIF G598:2003 **Pre-selection Billing Information Specification**;  
and
  - (c) ACIF G599:2005 **Pre-selection IT Specification**.
- 4.4 In this Code, mandatory provisions are denoted by the use of the word 'must' and provisions that are recommended are denoted by the use of the word 'should'.
- 4.5 For the avoidance of doubt, this Code also applies where relevant to the use of Access Override Codes to select Pre-selectable Services of C/CSPs other than the nominated PSD.
- 4.6 This Code does not govern Pre-selection in respect of:
- (a) Carriers or Carriage Service Providers which are the subject of a declaration under subsection 352(1) of the *Telecommunications Act 1997*;
  - (b) Controlled Network and Facilities which are the subject of a declaration under subsection 352(1) of the *Telecommunications Act 1997*.

## 5 OBJECTIVES

- 5.1 The objectives of this Code are as follows:
- (a) to set out competitively neutral processes for implementation of Pre-selection;
  - (b) to set out competitively neutral processes by which PSDs may exchange information with each other or with ASDs, while at the same time fulfilling the legal requirements and the community expectations in relation to privacy;
  - (c) to set out criteria against which the compliance of PSDs and ASDs with this Code can be measured; and
  - (d) to maximise Customer choice through processes which are convenient and Customer friendly so that a Customer's wishes can be implemented with as little inconvenience as possible.
- 5.2 In designing the processes to meet the objectives ACIF has endeavoured to ensure that the processes are simple, efficient and robust.

## 6 SIMPLIFIED PROCESS OUTLINE

- 6.1 Schedule 1 of this Code summarises the operation of Pre-selection processes under this Code.
- 6.2 The data flows for the processes listed in Clause 6.2 are illustrated in Table 1 of ACIF G599:2005 **Pre-selection IT Specification**, so that the impact of Pre-selection on these processes can be illustrated.
- 6.3 In the event of any inconsistency between the terms of this Code and Schedule 1 of this Code or Table 1 of ACIF G599:2005 **Pre-selection IT Specification**, the terms of the Code shall prevail to the extent of that inconsistency.

## 7 DEFINITIONS AND INTERPRETATIONS

7.1 In this Code, unless the contrary intention appears:

**ACA**

means Australian Communications Authority.

**Access Override Code**

means an override dial code for selecting an alternative Carriage Service Provider on a call by call basis which when dialled routes a Pre-selectable Call to a particular C/CSP's Gateway Exchange.

**Access Service Deliverer or ASD**

in respect of a Standard Telephone Service means the Carriage Service Provider to whose local exchange the Standard Telephone Service is connected directly over that Carriage Service Provider's Network Facilities.

**ACCC**

means the Australian Competition and Consumer Commission.

**ACIF**

means the Australian Communications Industry Forum Limited.

**ACIF OCRP/WC13 – Pre-selection –Working Committee**

means the Working Committee established in January 1999 by ACIF to develop and finalise the 2002 version of the Pre-selection Code.

**ACIF Pre-selection Operations Manual**

(the 'Manual') contains further operational detail and clarification of matters set out in this Code.

**Area Code**

has the same meaning given by the *Telecommunications Numbering Plan 1997*.

**Business Day**

means any day from Monday to Friday (inclusive) other than a day which is gazetted or otherwise declared or made a public holiday in all States of Australia and the Australian Capital Territory and the Northern Territory.

**Business Hours**

mean 8.30 am to 5.00 pm Standard Time.

**C/CSP**

means Carrier and/or Carriage Service Provider.

**Carriage Service Provider**

has the meaning given by section 87 of the *Telecommunications Act 1997*.

**Carrier**

has the meaning given by section 7 of the *Telecommunications Act 1997*.

**Centrex**

means multiple services configured so that Pre-selection can only be implemented at a local exchange in respect of a group of Service Numbers.

**Churn**

means a change in Pre-selection from a Losing PSD to the Gaining PSD.

**Code**

means the Code set out in this ACIF C515:2005 **Pre-selection** Industry Code.

**Customer**

means in relation to a Standard Telephone Service, the party or end user who has contracted with the ASD for that Standard Telephone Service. Where the Customer is the end user, this end user may appoint an authorised representative to act on their behalf.

**Customer Authorisation or CA**

means an electronic or paper document which contains the authorisation of a Customer (or the Customer's authorised representative) of a change in Pre-selection which contains the information set out in Schedule 2.

**Customer Notified Order or CNO**

means the electronic notification file used to transfer Churn information between PSDs and ASDs.

**Electronic Transfer**

means sending a file electronically in accordance with the Manual.

**Eligible Party Identification (EPID) Code**

means a unique value allocated by ACIF to each C/CSP for the purposes of identification.

**Gaining PSD**

means the PSD which initiates a change in Pre-selection.

**Gateway Exchange**

means an exchange which provides operational interworking between Telecommunication Networks.

**ISDN (ETSI) Line**

means a line which provides the Customer with an integrated digital network service which complies with one of the standards for ISDN services made by the European Telecommunications Standards Institute for example, Telstra's On-Ramp services.

**ISDN (Non-ETSI) Line**

means a line which provides the Customer with an integrated digital network service which complies with a standard for ISDN services other than a European Telecommunications Standards Institute standard, for example, ISDN lines implemented by Telstra for use in its ISDN overlay network.

**Local Number**

has the same meaning given by the *Telecommunications Numbering Plan 1997*.

**Losing PSD**

means the PSD which provided the Pre-selectable Services to the Customer prior to the implementation of the Churn.

**Move**

means a change by a Customer of their Standard Telephone Service by changing any of the following:

- (a) the Service Address to which a Standard Telephone Service is provided but no change of the ASD or Customer's name;
- (b) the Customer's Service Number but no change in the Customer's name or the Service Address or ASD; or
- (c) the Customer's Service Number and Service Address but no change in ASD.

**Network Facilities**

in relation to a Carriage Service Provider, means facilities that the Carriage Service Provider operates or uses or intends to operate or use, as part of, or in connection with, a Telecommunication Network of the Carriage Service Provider, even if another person operates or intends to operate or use some or all of those facilities.

**Numbering Plan**

means any numbering plan made by the ACA under section 455 of the *Telecommunications Act 1997*.

**Public Mobile Telephone Service (PMTS)**

has the same meaning given by section 32 of the *Telecommunications Act 1997*.

**Point Of Interconnect or POI**

means a physical point of demarcation between Carriage Service Providers' Telecommunication Networks.

**Port**

means a change of ASD where the same Service Number is retained. The words Ported and Porting have corresponding meanings.

**Pre-selection**

means the service made available by the ASD to a Customer (in respect of a single basket of Pre-selectable Services) in respect of a Standard Telephone Service, other than those Standard Telephone Services set out in Clause 8.1, which will:

- (a) permit designation by the Customer of a C/CSP as the PSD in respect of the Standard Telephone Service;
- (b) route all Pre-selectable Calls to the PSD;
- (c) route calls made using an Access Override Code to the C/CSP determined in accordance with Clause 18.3; and
- (d) allow the Customer to change, from time to time, the designation of the PSD for that Standard Telephone Service.

**Pre-selectable Call**

means a call falling within the category of Pre-selectable Services which are the subject of Pre-selection in accordance with this Code.

**Pre-selectable Services**

has the same meaning given by the *Telecommunications (Provision of Pre-selection for Specified Carriage Services) Determination 1998*, but does not include a service in respect of which a C/CSP is exempt, under Part 17 of the *Telecommunications Act 1997*, from the requirement to provide Pre-selection. At the time of registration of this Code, Pre-selectable Services includes calls from a Standard Telephone Service (other than a call that originates on a PMTS) to:

- (a) a geographic number or local number that is not a local call;
- (b) an international direct dial service;
- (c) operator service for which the Numbering Plan specifies the use of a shared selectable number;
- (d) a carriage service that is both a ring back price service and an international service; and
- (e) a PMTS.

*NOTE: But for the avoidance of doubt, does not include the examples below. This list is not exhaustive.*

- (f) reverse charge calls;
- (g) local calls;
- (h) global code services (eg. "1800", "13", "188", "1300" and "1900");
- (i) other C/CSP specific international voice services;
- (j) enhanced directory assistance services;
- (k) calls using Telecommunication Network derived enhanced services such as VPN on-net and Centrex on-net calls;
- (l) calls from a PMTS; and
- (m) data calls from ISDN (ETSI) Lines.

**Pre-selection Port Record**

is a transaction provided by the Losing ASD to the previous PSD advising that a Port has occurred.

**Prime Service Deliverer or PSD**

means in respect of a Standard Telephone Service, the C/CSP selected by the Customer in accordance with the procedures in this Code for the carriage of all Pre-selectable Calls originating from that Standard Telephone Service.

**Real Time Metering or RTM**

means a facility on a Standard Telephone Service which enables a Customer to receive information regarding the progressive cost of the service, in real time, for calls made from that line.

**RTM Removal Form**

means a form used, or to be used, to request the removal of RTM on a Standard Telephone Service.

**Reversal**

means a transaction which reinstates the Customer's authorised PSD which existed prior to an Unauthorised churn occurring.

**Reversal Class Code**

means a code which indicates that an Unauthorised Churn has been reversed so that Pre-selection is set to the PSD receiving the code.

**Reversal Code**

means a code which indicates that an Unauthorised Churn has been reversed so that Pre-selection is no longer set to the PSD receiving the code.

**Reversal on Idle or ROI**

means a product which may be connected to services with RTM. ROI is removed at the same time as an RTM removal request is processed.

**Service Address**

means the location at which the Standard Telephone Service terminates or is to terminate.

**Service Number**

is the telephone number of the Customer, which is the combination of the Area Code and Local Number.

**Standard Telephone Service**

has the meaning given by section 6 of the *Telecommunications (Consumer Protection and Services Standards) Act 1999*.

**Standard Time**

means:

- (a) Eastern Standard Time (GMT plus 10 hours); or
- (b) Eastern Daylight Saving Time (GMT plus 11 hours) when in effect in NSW.

**Telecommunication Network**

has the same meaning given by the *Telecommunications Act 1997*.

**Unauthorised Churn**

means a Churn which has not been performed in accordance with Section 11 and Schedule 2's Clause S2.1 of this Code, and Clause 5.4 of ACIF G597:2005 **Pre-selection Operations Manual**.

**VPN**

means a Carriage service providing a Customer with non-dedicated private network functionality using virtual private network facilities.

7.2 In this Code unless the contrary intention appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) words in the singular includes the plural and vice versa;
- (c) words importing persons include a body whether corporate, politic or otherwise;

- (d) a reference to a person includes a reference to the person's executors, administrators, successors, officer, employee, volunteer, agent and/or subcontractor (including, but not limited to, persons taking by novation) and assigns;
- (e) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (f) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

## 8 GENERAL

### Exclusions

- 8.1 As at the registration date of this Code, the following types of services are not capable of supporting Pre-selection:
- (a) services connected to payphones;
  - (b) services with an RTM facility;
  - (c) Satellite services;
  - (d) services not capable of originating Pre-selectable outbound calls eg in-dial only lines.

### Single Basket

- 8.2 A Customer may only choose one PSD to supply all of the Pre-selectable Services to that Customer at any one time. This means the Pre-selectable Services may only be supplied under this Code in a single package or bundle, in accordance with clause 3(1) of the Telecommunications (Standard Telephone Service and Specified Carriage Service Exemption) Declaration 1998.

### General Principles

- 8.3 An Access Service Deliverer may also be a Prime Service Deliverer.
- 8.4 An ASD must only set Pre-selection to itself as a PSD, or to another PSD, in accordance with the terms of this Code.
- 8.5 A Gaining PSD may design its own CA provided that as a minimum it contains the information in Schedule 2.
- 8.6 If a Customer's representative requests a change in Pre-selection, the representative must have the Customer's authorisation to do so.
- 8.7 In case of a dispute concerning the change in Pre-selection, where a Customer has authorised more than one representative, the most recent authorisation must apply.
- 8.8 When a Customer changes Pre-selection the ASD must notify the Losing PSD of the change and must notify the Losing PSD of the name of the Gaining PSD. Any dispute arising with respect to the validity of the change in Pre-selection is to be resolved between the Losing PSD and the Gaining PSD.
- 8.9 When a Customer or potential Customer contacts a C/CSP for a Standard Telephone Service or a Pre-selectable Service, the C/CSP will be responsible for obtaining any billing information that it requires from the Customer.
- 8.10 C/CSP's will comply with their obligations and exercise their rights in good faith and will not seek to circumvent the provision of this Code. Examples of such circumvention are:
- (a) an ASD must not disconnect and reconnect a Standard Telephone Service to treat a request to change long distance choice as a new service instead of following the Change of Pre-selection process as per Section 11;
  - (b) treating a change of Service Address as a new Standard Telephone Service at the new Service Address prior to canceling the old Standard Telephone Service; and

- (c) treating a name change of the current Customer as a request for a Standard Telephone Service from a new Customer.
- 8.11 If a Customer makes a call that is routed to a PSD's Telecommunication Network by way of Pre-selection or override, then the decision whether or not to carry that call is entirely at the discretion of the PSD. If the PSD decides to refuse to carry a call then the PSD must indicate this to the Customer so that the Customer will not mistake the refusal as a fault.
- 8.12 Once a Customer has made an initial choice of a PSD then the ASD must not change the PSD selected by the Customer except in accordance with this Code.
- 8.13 In order to make a change in the Pre-selection a CA must be obtained to record the Customer's authorisation of the change.
- 8.14 An ASD must implement a Customer's Pre-selection choice in accordance with this Code and specifically with (but not limited to) the following:
  - (a) where a new service is being connected, in accordance with clause 10.2; or
  - (b) in accordance with section 11 and in order of receipt of Churn requests.
- 8.15 Pre-selection and the ability to use Access Override Codes of other C/CSPs will be provided and made available by ASDs for Pre-selectable Calls on ISDN (ETSI) Lines and their equivalent.
- 8.16 Pre-selection of ISDN (ETSI) services and their equivalent may be provided on a number range basis. That is, all Service Numbers within that number range must be Pre-selected to the Gaining PSD. Pre-selection of this number range may be provided by the ASD on the submission of only the general directory number or main billing number of that number range. The ASD must advise the Gaining PSD when this process applies.
- 8.17 The ASD must only reject a request for a change in Pre-selection on the basis of the Rejection Code Allocation Table provided in Schedule 3.
- 8.18 The Reversal process in Section 17 must only be used to correct an Unauthorised Churn or where a Customer has validly rescinded or cancelled a contract within the cooling off period in accordance with the applicable fair trading legislation.
- 8.19 The Gaining PSD must ensure they have a valid CA before seeking service information in respect of services related to a complex product.
- 8.20 The C/CSP or ASD (dependent on the existing relationship with the Customer) must provide the service information, in response to a request from the Gaining PSD, that is required to facilitate a specific Churn. This will ensure that the end user's legitimate wishes, as expressed to the Gaining PSD, are complied with in an efficient and timely manner.
- 8.21 An Intercarrier Timing Summary for all Pre-selection notifications contained in this Code is provided in Schedule 4.

**Change of ASD**

- 8.22 Nomination of Pre-selection choice will be treated the same way regardless of whether a Customer changes ASD and retains the same Service Number or a new service is established with a new Service

Number. The Customer may make this Pre-selection nomination without completing a Churn.

- 8.23 Where there is a change of ASD the previous PSD must be advised by means of:
- (a) a Pre-selection Port Record where the same Service Number has been retained (as per Section 14); or
  - (b) a loss record where the same Service Number is not retained (as per Section 14).

**Conduct of Employees, Agents and Dealers**

- 8.24 ASDs and PSDs must ensure programs are in place to achieve compliance by their employees, agents, contractors and dealers with the provisions of the Code.
- 8.25 ASDs and PSDs should undertake reasonable measures to inculcate in their employees, agents, contractors and dealers a culture of compliance with the Code.
- 8.26 If an ASD or PSD becomes aware of any activities which are in contravention of the Code by its employees in the course of their employment, or by its agents, contractors or dealers in the course of performing their functions as agents, contractors or dealers, the ASD or PSD, as the case may be, must take action to prevent or discourage continuation of the breach of the Code.

## 9 BILATERAL AGREEMENTS

- 9.1 This Code contains the minimum requirements with respect to the Pre-selection process. When parties enter into bilateral agreements in respect of matters covered by this Code, such agreements must not diminish any requirements contained in this Code.
- 9.2 Parties to this Code entering into bilateral agreements may:
- (a) place an obligation on each party to comply with the terms of this Code;
  - (b) place an obligation on each party to comply with ACIF G597:2005 **Pre-selection Operations Manual**;
  - (c) place an obligation on each party to comply with ACIF G598:2003 **Pre-selection Billing Information Specification** and ACIF G599:2005 **Pre-selection IT Specification**; and
  - (d) set out the charges (if any) to be charged by the ASD for or in relation to the ASD fulfilling its obligations under this Code.
- 9.3 Parties to this Code will agree terms and conditions in their bilateral arrangements for the provision of all appropriate and relevant service information that is required to facilitate and support the process for the implementation of a Customer's Pre-selection choice in an efficient and expeditious manner.

## 10 NEW SERVICES – PRE-SELECTION

- 10.1 This Section applies in relation to a request by a Customer for a new Standard Telephone Service and a request by a Customer who wishes to retain their Service Number whilst changing from their current supplier of their Standard Telephone Service. This Section does not apply to a Move.
- 10.2 Subject to Clause 10.4, when a Customer contacts an ASD for a new Standard Telephone Service the following principles must be adhered to (but not necessarily scripted):
- (a) the Customer must be invited to choose a PSD (which can be made orally);
  - (b) the Customer must be advised that a failure to make a choice of a PSD will result in the ASD providing the Pre-selectable Services.
- If the Customer or potential Customer asks what choices are available in respect of the provider of Pre-selectable Services the Customer must be referred to the current telephone directory.
- 10.3 The ASD must confirm that the PSD selected by the Customer is capable of providing the Pre-selectable Services in the area in which the Customer's Service Address is located.
- 10.4 If the PSD chosen by the Customer does not provide the Pre-selectable Services in the area in which the Customer's Service Address is located then the ASD must inform the Customer of this fact and inform the Customer that the ASD must provide the Pre-selectable Services if the Customer does not make an alternative choice of PSD.
- 10.5 If the PSD chosen by the Customer provides the Pre-selectable Services in the area in which the Customer's Service Address is located then the ASD must:
- (a) set Pre-selection to the PSD chosen by the Customer; and
  - (b) by Electronic Transfer, within five Business Days of completion of the new service connection, notify the PSD chosen by the Customer of:
    - (i) the Service Number of the Customer;
    - (ii) the full name of the Customer;
    - (iii) the Service Address to which the Customer requested the Standard Telephone Service to be provided;
    - (iv) the implementation date; and
    - (v) unlisted number indicator.
- 10.6 If the Customer does not choose a PSD or the Customer chooses the ASD as its PSD then the ASD must set Pre-selection to itself as a PSD.
- 10.7 If a Customer applies for a new Standard Telephone Service to a PSD which is not an ASD or an agent of an ASD then the PSD must refer the Customer to an ASD.
- 10.8 When Pre-selection has been implemented in accordance with this section, then a Gaining PSD must only effect a Customer's change in Pre-selection choice in accordance with Section 11.

## 11 CHANGE IN PRE-SELECTION

- 11.1 At any time a Customer may, in accordance with this Section 11, change the PSD which provides the Pre-selectable Services to that Customer on a particular Standard Telephone Service or some or all Standard Telephone Services provided to the Customer.
- 11.2 In order to change the PSD which provides the Pre-selectable Services to the Customer, the Gaining PSD must have a valid CA which contains the authorisation of the Customer, or the Customer's authorised representative, to make the change.
- 11.3 Within 30 days of the date on which a CA is obtained, and subject to clauses 11.5 and 11.6, the Gaining PSD must, by Electronic Transfer, notify the ASD which provides the Standard Telephone Service to the Customer of:
- (a) the Service Number of the Customer; and
  - (b) the date on which the CA was authorised.
- 11.4 The Gaining PSD may only forward requests to the ASD by Electronic Transfer in the agreed CNO file format. The Gaining PSD must send only one CNO file each Business Day and it is to be made available to the ASD by 8.00am Standard Time each Business Day.
- 11.5 If the Gaining PSD does not notify the ASD within the timeframe specified in Clause 11.3, subject to clause 11.6 it may still notify the ASD and the ASD must comply with Clause 11.7 if:
- (a) the Gaining PSD contacts the Customer and verifies that the change in Pre-selection choice to the Gaining PSD is still required; and
  - (b) a record is made by the Gaining PSD representative which records the details of the contact referred to in Clause 11.5(a) above including the date on which the contact was made.
- 11.6 A Service Number can only be submitted for Churn within 30 days of the Customer contact described in clause 11.5 and within 90 days of the date the Customer initially authorised the CA.
- 11.7 After receiving notification of change of Pre-selection by Electronic Transfer from the Gaining PSD the ASD must:
- (a) if the request for change in Pre-selection is not rejected by the ASD:
    - (i) set Pre-selection to the Gaining PSD and advise the Gaining PSD, within two Business Days of implementation, that the change in Pre-selection has been completed, via a completion record as specified in ACIF G599:2005 **Pre-selection IT Specification**; and
    - (ii) provide the following information to the Losing PSD within two Business Days of implementation, via a loss record as specified in ACIF G599:2005 **Pre-selection IT Specification**:
      - (A) the Eligible Party Identification Code of the Gaining PSD;
      - (B) the Service Number of the Customer; and

- (C) the date the change in Pre-selection was implemented;
  - (b) if the change in Pre-selection is rejected by the ASD, advise the Gaining PSD that the change in Pre-selection has been rejected and the reason for the rejection within ten Business Days of receipt of the notification;
  - (c) aim to implement changes in Pre-selection for 95% of services within five Business Days of receipt of the notification;
  - (d) complete implementation of 99% of Pre-selection changes within ten Business Days of receipt of the notification.
- 11.8 The ASD must only reject a request for a change in Pre-selection under Clause 11.7 on the basis of the Rejection Code Allocation Table as provided in Schedule 3 of this Code and in ACIF G599:2005 **Pre-selection IT Specification**.
- 11.9 After receiving the notification from the ASD pursuant to Clause 11.7 the Gaining PSD must advise the Customer that the change in Pre-selection has been either completed or rejected within ten Business Days of the notification.
- 11.10 A Gaining PSD must not query a reject unless:
- (a) a Customer initiated the request to query, no more than six months from the reject notification date; or
  - (b) it provides full reasons for the query to the ASD no more than 30 days from the reject notification date.
- 11.11 If the reason for the ASD rejecting the change in Pre-selection is because of RTM then the procedure in Section 12 applies.
- 11.12 Unless otherwise agreed between the Gaining PSD and ASD, the Gaining PSD must provide every Monday or next Business Day if Monday is a public holiday, a weekly escalation file of outstanding completions which are equal to or greater than 15 calendar days from the delivery date of the CNO (the Fifteen Day File). The ASD must investigate all services in the Fifteen Day File and respond to the Gaining PSD within three Business Days indicating the appropriate response code as shown in ACIF G599:2005 **Pre-selection IT Specification**.
- 11.13 The Pre-selection implementation process for services which comprise a Centrex Customer Group (eg Telstra's CustomNet Spectrum) may differ from that utilised for other telephone services. Change of PSD for Centrex Customer Group services must only be performed on the basis of a whole Centrex Customer Group. In some cases a Customer may have multiple Centrex Customer Groups in a single number range. The following process must be followed to ensure the successful implementation of Pre-selection for Centrex Customer Groups:
- (a) The ASD will only be able to implement a change in Pre-selection if all telephone services in the Centrex Customer Group are provided in the one CNO file.
  - (b) The Gaining PSD must ensure that all services for a Centrex Customer Group are listed in the one CNO file. An additional validation check must be undertaken by the ASD to ensure all services are included in the one CNO file, and if not, the listed Centrex Customer Group services will be rejected.

- (c) Gaining PSDs may request Pre-selection for Centrex Customer Group services via daily CNO files and the ASD must identify Centrex Customer Group services in each file.
  - (d) The Gaining PSD must advise the ASD if multiple Centrex Customer Groups for the same Customer or if multiple Centrex Customer Groups within a single number range are being submitted in the daily CNO file. Gaining PSDs must advise the agreed first level escalation point at the ASD's Churn centre, by telephone, facsimile, or email on the same day the CNO file is delivered to the ASD.
  - (e) If all services in a single or multiple Centrex Customer Group have been included in the same notification file, the ASD must notify completions using agreed processes.
  - (f) The standard implementation time frame of 10 Business Days applies for a change in Pre-selection for a single Centrex Customer Group. An implementation time frame of 12 Business Days will apply for a change in Pre-selection of two related Centrex Customer Groups within the same CNO file.
  - (g) The ASD will notify the Gaining PSD by phone or email, within three Business Days of receipt of the CNO, if the estimated time frame for completion of Churn notifications, covering three or more related Centrex Customer Groups in the same CNO file, will be longer than 12 Business Days. The ASD will advise the estimated timeframe for completion of the Churn notifications for the related Centrex Customer Groups and will use reasonable endeavours to complete the Churn as quickly as possible.
  - (h) The Gaining PSD must advise the Customer not to alter their Centrex Customer Group to allow the change in Pre-selection to proceed. The Gaining PSD must also advise the Customer that any pending activity eg new service connections or changes to the Centrex Customer Group, may cause the request for the change in Pre-selection to be rejected.
  - (i) If service information is required to facilitate the Churn of a Centrex Customer Group the Gaining PSD may approach the current C/CSP to acquire such information in accordance with clauses 8.19, 8.20 and 9.3.
- 11.14 If a Customer requests a feature or service to be connected to a line which is not compatible with the current Pre-selection choice on that line, the ASD must inform the Customer of the impact on Pre-selection of connection of the feature or service, ie Pre-selection must be provided by the PSD associated with the ASD if that service or feature is to be connected. A change in Pre-selection must be implemented in accordance with this Code before connection of the feature or service.
- 11.15 When a CSP has a contractual arrangement with an end-user for the provision of local call resale, where Pre-selectable Services are part of that arrangement (for example Commercial Churn or SMBR) and that CSP has received a Pre-selection loss record for that end user's service, the CSP, as the Gaining PSD, may act to change Pre-selection (in accordance with this Code). The timeframe in which the CSP must submit this Churn request to the ASD is limited to a maximum of 30 calendar days from receipt of the loss record. If this timeframe is exceeded, the CSP must obtain a new CA.

## 12 REJECTION BECAUSE OF RTM

- 12.1 If the ASD rejects the change in Pre-selection under Clause 11.11 due to RTM on the service and that is the only reason for the rejection of the change then the Gaining PSD must:
- (a) notify the Customer that the change in Pre-selection has been rejected due to RTM on the service; and
  - (b) ask the Customer whether the Customer wants to either:
    - (i) have RTM removed and the change of Pre-selection implemented; or
    - (ii) stay with the existing choice of PSD.
- 12.2 Until a choice is made by the Customer pursuant to Clause 12.1, the existing choice of PSD is maintained.
- 12.3 If pursuant to the notification received by a Customer under Clause 12.1 the Customer elects to stay with the existing choice of PSD then no further action is to be taken by the Gaining PSD or ASD.
- 12.4 If pursuant to the notification received by a Customer under Clause 12.1 the Customer elects to have RTM removed and the change to the Gaining PSD implemented the Gaining PSD must obtain a completed and authorised RTM Removal Form from the Customer.
- 12.5 The RTM Removal Form must be forwarded by the Gaining PSD to the ASD. The ASD must advise the Gaining PSD, within four business hours of receipt of the RTM Removal Form, of any missing or illegible information.
- 12.6 After receiving a completed RTM Removal Form the ASD must, within five Business Days:
- (a) remove RTM from the service;
  - (b) set Pre-selection to the Gaining PSD; and
  - (c) notify the Gaining PSD that the change has been completed.
- 12.7 After receiving the notification pursuant to Clause 12.6(c) the Gaining PSD must notify the Customer that the change has been completed.
- 12.8 If pursuant to the notification given to the Customer under Clause 12.1 the Customer elects to maintain the RTM equipment, then the Gaining PSD may offer the Customer an alternative to RTM. If an alternative to RTM is chosen, then the Gaining PSD must manage the implementation of the alternative including any action required by the ASD.
- 12.9 Where a Gaining PSD escalates the request for the removal of RTM under clause 6.5.3 in ACIF G597:2005 **Pre-selection Operations Manual**, the ASD must attend to the escalation and advise the Gaining PSD of the outcome within two Business Days.

## 13 MOVES

- 13.1 If a Customer completes a Move, the Customer's Pre-selection choice must not be changed except in accordance with Clause 13.6 or in accordance with Section 11.
- 13.2 If a Customer proposes to change the Service Address to which a Standard Telephone Service is to be provided the Customer must notify the ASD.
- 13.3 If the Service Number at the new Service Address will be the same as the Service Number at the old Service Address then the ASD must:
- (a) set Pre-selection to the PSD which supplied the Pre-selectable Services to the Customer at the old Service Address; and
  - (b) notify that PSD, by Electronic Transfer, within five Business Days of completion of the connection, of the Customer's new Service Address.
- 13.4 If the Customer's Service Number changes as a result of the move from the old Service Address to the new Service Address then the ASD must check that the PSD which provided the Pre-selectable Services at the old Service Address is capable of providing the Pre-selectable Services at the new Service Address.
- 13.5 If the PSD which supplied the Pre-selectable Services at the old Service Address is capable of providing the Pre-selectable Services at the new Service Address then the ASD must:
- (a) set Pre-selection to the existing PSD; and
  - (b) advise the existing PSD, by Electronic Transfer within five Business Days of completion of the connection, of:
    - (i) the change from the old Service Number to the new Service Number; and
    - (ii) the new Service Address.
- 13.6 If the existing PSD is not capable of providing the Pre-selectable Services at the new Service Address then the ASD must:
- (a) set Pre-selection to itself as a PSD;
  - (b) notify the previous PSD, by Electronic Transfer within five Business Days of completion of the connection, that the Customer has moved and that the PSD does not provide the Pre-selectable Services at the new Service Address, via a loss record as specified in ACIF G599:2005 **Pre-selection IT Specification**; and
  - (c) notify the Customer that the Pre-selectable Services will be provided by itself, as a PSD.

## 14 CANCELLATION OF SERVICE

- 14.1 Cancellation of a Standard Telephone Service connected to the Customer's Service Address will be implemented:
- (a) by the current ASD canceling that service, or
  - (b) by the current ASD canceling that service as a result of a completed Port.
- 14.2 When a Customer requests the cancellation of their service, the ASD must confirm with the Customer that it is a cancellation and not a change of Service Address. If the cancellation request is due to a change in Service Address, the provisions in section 13 apply.
- 14.3 After cancellation of a service the ASD must within five Business Days:
- (a) notify the existing PSD that the service has been cancelled via a loss record as specified in ACIF G599:2005 **Pre-selection IT Specification**, or
  - (b) notify the existing PSD that the Service Number has been Ported via a Pre-selection Port Record, as specified in ACIF G599:2005 **Pre-selection IT Specification**.

## 15 SUPPLY OF OVERRIDE BILLING INFORMATION

- 15.1 A PSD may request billing information from an ASD for the purpose of billing a Customer for calls made using that PSD's Access Override Code.
- 15.2 Unless otherwise agreed by the ASD and the PSD, such requests must not be made more frequently than once a day.
- 15.3 After receiving a request for billing information the ASD must, by Electronic Transfer, provide the following information to the PSD in respect of each Customer for which the PSD has requested billing information:
- (a) unique Customer account number;
  - (b) the Customer's billing name;
  - (c) the Customer's billing address;
  - (d) unlisted number indicator (if appropriate); and
  - (e) Service Number.
- 15.4 ASDs must aim to supply the billing information specified in clause 15.3 for 95% of services within five Business Days of receipt of the request from a PSD. ASDs must supply billing information for 99% of services within ten Business Days of receipt of the request from a PSD.
- 15.5 An ASD must advise the PSD by Electronic Transfer of any changes to the information provided by the ASD to the PSD under clause 15.3 within ten Business Days of the change.
- 15.6 If a Customer has not initiated a call on a particular PSD's network for a six month period after an ASD has provided information to the particular PSD under clause 15.1, then the ASD's obligation under clause 15.5 in respect of that particular Customer shall cease. After expiry of the six month period the PSD will notify the ASD, by Electronic Transfer, that no Override Calls have been made for a six month period and that further updates of the information provided under clause 15.3 will not be required by the PSD.
- 15.7 For the purpose of minimising further requests, if a PSD has previously received billing information under clause 15.3, that same PSD will use reasonable endeavours to not request the billing information provided under clause 15.3 again for that Service Number, unless that PSD has previously notified the ASD that further updates would not be required, as per clause 15.6. The ASD may reject a duplicate request in accordance with ACIF G598:2003 **Pre-selection Billing Information Specification**.
- 15.8 The billing information under this Clause must be supplied in accordance with ACIF G598:2003 **Pre-selection Billing Information Specification**.

## 16 CA AUDIT RULES

- 16.1 Each PSD and ASD must nominate in writing to other PSDs and ASDs an area ("Nominated Area") in their organisation which, in accordance with the terms of this Code, shall be responsible for making and complying with requests for CAs. A request for a CA under this Code may only be made by an employee working in the C/CSP's Nominated Area.
- 16.2 AC/CSP must not permit its employees other than those employed within the Nominated Area to request CAs from PSDs.
- 16.3 The Gaining PSD must retain CAs for a period of at least two years from the date the CA is completed by the Customer or the Customer's authorised representative.
- 16.4 If a dispute exists regarding a CA a C/CSP may request a Gaining PSD to retain a CA for a reasonable period in addition to two years having regard to the nature of the dispute. If such a request is made the Gaining PSD must retain the CA for the period which the C/CSP has requested.
- 16.5 If a Customer complains to a C/CSP regarding a Churn and the C/CSP requests the CA then the Gaining PSD must provide a copy of the CA, or a document that contains the details of the CA, to the C/CSP within two Business Days of the C/CSP requesting the CA.
- 16.6 Where a CA was authorised by a party other than the Customer, evidence of the original authorisation to act on behalf of the Customer in respect of that CA must also be provided by the Gaining PSD.
- 16.7 A C/CSP may only request from a Gaining PSD a CA on behalf of a Customer if it is in respect of a service supplied to that Customer. The requesting C/CSP must be either the ASD or the Losing PSD.
- 16.8 A maximum of one request by way of fax or email is to be made each Business Day during Business Hours by the ASD or Losing PSD to the Gaining PSD. A sequence number must be used to monitor such requests and each request may contain multiple Service Numbers.
- 16.9 ASDs and PSDs must ensure that their Nominated Areas maintain statistics on:
- (a) the number of requests; and
  - (b) performance in relation to:
    - (i) the timeframes in which the C/CSP responds to requests; and
    - (ii) the number of unsatisfied requests.
- 16.10 If an Unauthorised Churn is detected by a Losing PSD or ASD the issue is to be escalated to the Gaining PSD which will be responsible for initiating a Reversal as specified in Section 17.

## 17 REVERSALS

- 17.1 This section applies if an Unauthorised Churn has occurred, or where a Customer has validly rescinded or cancelled a contract within the cooling off period in accordance with the applicable fair trading legislation.
- 17.2 Within one Business Day of becoming aware of an Unauthorised Churn, the Gaining PSD must initiate a Reversal.
- 17.3 A Gaining PSD must initiate a Reversal within one Business Day if a Customer has validly rescinded or cancelled a contract within the cooling off period in accordance with the applicable fair trading legislation.
- 17.4 On receipt of the Reversal, the ASD must determine whether Pre-selection is currently set to the Gaining PSD.
- 17.5 The ASD must not change Pre-selection if:
- (a) Pre-selection is not currently set to the Gaining PSD; or
  - (b) the request is made more than nine months after the Churn to the Gaining PSD.
- 17.6 If Clause 17.5 does not apply, the ASD must within ten Business Days:
- (a) change the Pre-selection to the previously selected PSD;
  - (b) notify that PSD of the change in Pre-selection by an Electronic Transfer of a notice of completion with a Reversal Class Code; and
  - (c) notify the unauthorised Gaining PSD of the change in Pre-selection by an Electronic Transfer of a notification of loss record with a Reversal Code.
- 17.7 A PSD from whom the Pre-selection was changed under an Unauthorised Churn who becomes aware that an Unauthorised Churn has taken place, may direct the Gaining PSD to initiate a Reversal.
- 17.8 If the PSD referred to in Clause 17.7 does not receive:
- (a) confirmation from the Gaining PSD that they have initiated a Reversal within one Business Day; or
  - (b) a completion record, as specified in ACIF G599:2005 **Pre-selection IT Specification**, from the ASD within ten Business Days of the direction; or
  - (c) a Reversal rejection notification from the Gaining PSD within ten Business Days of the direction;
- then the PSD may submit a Churn request as long as that PSD holds a valid CA.
- 17.9 Subject to Clause 17.5, the Gaining PSD must, preferably in writing, advise the Customer that an Unauthorised Churn has occurred.

## **18 EFFECT OF PRE-SELECTION AND OVERRIDE CODES**

- 18.1 Subject to Clause 18.3 where a Customer of a ASD has selected a PSD to provide the Pre-selectable Services then the ASD must carry the Pre-selectable Calls from the Customer's Service Address to the PSD's POI.
- 18.2 Subject to Clause 18.3 all Pre-selectable Calls made by the Customer must be routed in accordance with Clause 18.1 without the need for the Customer to dial an Access Override Code for the PSD.
- 18.3 If a Customer dials an Access Override Code for a C/CSP which is not the Access Override Code for the Customer's PSD then the ASD must route the call to the C/CSP's Telecommunication Network which the Customer has chosen for that particular Pre-selectable Call.
- 18.4 The PSD is to have a direct contractual relationship with the Customer in respect of the Pre-selectable Services. The PSD is responsible for dealing with the C/CSPs, if any, which will carry Pre-selectable Calls for the PSD from the PSD's POI. The PSD is to be accountable to the Customer for the operational performance of the Pre-selectable Services and is to provide billing and service assurance (including fault rectification) for the Pre-selectable Services.

## 19 FUTURE ENHANCEMENTS

- 19.1 Unless otherwise required by a Customer authorising a change to Pre-selection in a CA, ASDs must ensure that there is no change in the designation of PSD for a Pre-selected line where modifications, enhancements and changes are made to the Pre-selected line.
- 19.2 Modifications, enhancements and changes covered by clause 19.1 include:
- (a) line replacement or upgrades;
  - (b) the addition of new or the enhancement of existing telecommunications services which are not Pre-selectable Services;
  - (c) the addition, relocation, replacement or upgrading of Customer proprietary equipment;
  - (d) the upgrading or extension of Customer cabling connected to the Pre-selected line, including new extensions; and
  - (e) a change in the Customer's telephone number applicable to the Pre-selected line.

## **20 ADVICE ON PRE-SELECTION STATUS**

- 20.1 Each PSD must provide a facility which allows its Customers to check their Pre-selection status via a no charge telephone call using the same shared selectable access code (ie 12711) which, by a recorded voice announcement, advises the caller which PSD provides the Pre-selectable Services when Pre-selectable Calls are made from that Standard Telephone Service without dialling an Access Override Code.
- 20.2 The scripting of the recorded voice announcement referred to in Clause 20.1 will be at the discretion of each PSD. The PSD shall be under no obligation to list alternative providers of the Pre-selectable Services.
- 20.3 Calls made to the 12711 access code must be routed by the ASD to the Customer's Preselected PSD.

## **21 ACIF CODE ADMINISTRATION AND COMPLIANCE SCHEME**

- 21.1 Under ACIF Code Signatory arrangements, Signatories to this Code are subject to the ACIF G514:2003 Code Administration and Compliance Scheme Industry Guideline (the Scheme). Accordingly all Signatories who are bound by this Industry Code are also bound by the Scheme.
- 21.2 This version of the Code must be reviewed in a maximum of five years from publication.

## **22 POWERS TO HANDLE COMPLAINTS**

### **22.1 Power of the Telecommunications Industry Ombudsman to handle complaints under this Code**

Under section 114 of the *Telecommunications Act 1997* and, subject to consent by the Telecommunications Industry Ombudsman, this Code confers on the Telecommunications Industry Ombudsman the functions and powers of

- (a) receiving;
- (b) investigating;
- (c) facilitating the resolution of;
- (d) making determinations in relation to;
- (e) giving directions in relation to; and
- (f) reporting on

complaints made by end users of carriage service about matters arising under or in relation to this Code, including compliance with the Code by those industry participants to whom this Code applies.

### **22.2 Complaint Handling Code**

Complaint handling procedures are detailed in ACIF C547:2004 Complaint Handling Industry Code, or as amended from time to time.

## **23 POWER TO HANDLE INDUSTRY COMPLAINTS UNDER THIS CODE**

- 23.1 Complaints may be made under this Code to ACIF by a member of the industry (or a voluntary or non-profit consumer organisation or similar body) (an "Industry Complaint") about a contravention of this Code by a Signatory to this Code.
- 23.2 Complaints made by a member of the industry (or a voluntary or non-profit consumer organisation or similar body) about a contravention of this Code by a Signatory to this Code may be referred from the ACA under the power granted to the ACA in section 514 of the Telecommunications Act 1997, subject to ACIF's agreement to accept the referral. Without limiting the grounds on which ACIF may withhold its agreement to accept a referral, ACIF may withhold its agreement where it considers that the complaint can be more conveniently dealt with in another forum or that handling the complaint may impose an unreasonable cost burden on ACIF.
- 23.3 ACIF must handle complaints under 23.1 and 23.2 in accordance with the provisions of ACIF G514:2003 **Code Administration and Compliance Scheme**.

## SCHEDULE 1 PRE-SELECTION FLOWS

Process Description	Customer Contacts	Change managed by	Change Implemented by	Advice to	Pre-selection Status	Comments
New Service (PSD nominated by Customer)	ASD	ASD	ASD	PSD	PSD	see Section 10
New Service (PSD not nominated by Customer)	ASD	ASD	ASD	Nil	Default to ASD	see Section 10
Change of Pre-selection	Gaining PSD	Gaining PSD	ASD	Gaining PSD & Losing PSD	As requested	see Section 11
Change of Service address (same Service Number)	ASD	ASD	ASD	PSD	Maintain old choice	see Section 13
Change of Service address (new Service Number)	ASD	ASD	ASD	PSD	Maintain old choice	see Section 13
Port - Change of Access Service Deliverer (same Service Number)	Gaining ASD	Gaining ASD	Both ASDs	Previous PSD and Gaining PSD	As requested	see Sections 10 and 14
Change of Service Number	ASD	ASD	ASD	PSD	Maintain old choice	see Section 13; PSD advised of new service number and old service number
Cancel Service	ASD or Gaining ASD (when porting)	ASD	ASD	PSD	N/A	see Section 14
Override Billing Process	PSD	ASD	ASD	PSD	Unchanged	see Section 15
Reversal Process	PSD	PSD	ASD	Gaining PSD and Losing PSD	Corrected	See Section 17

## **SCHEDULE 2**

### **CUSTOMER AUTHORISATION**

S2.1 The CA must include the following information:

- (a) Customer details including title (if applicable), name or business name and the Service Address to which the service is provided;
- (b) Service Number (which includes the Area Code);
- (c) The name of the PSD which the Customer wishes to change to;
- (d) The Customer's authorisation and date of authorisation;
- (e) Australian Company Number (ACN) (if applicable) or Australian Business Number (ABN) (if applicable);
- (f) If the authorisation is provided by an authorised representative, the details of that authorised representative.

The CA may include attachments supplied by the Customer which list additional service numbers to churn.

S2.2 The CA must also contain:

- (a) wording to indicate the Customer's request to change the PSD which provides the Pre-selectable Service in respect of the Service Number(s) specified in the CA; and
- (b) the Customer's acknowledgement that the Customer, or the person authorising the CA on the Customer's behalf, is authorised to request the change in Pre-selection in respect of the Service Numbers to which the CA relates.
- (c) Where the Gaining PSD is obtaining authorisation to Churn Pre-selectable Services only, the Customer's acknowledgement that they have been advised by the Gaining PSD that the Customer may have an agreement with another CSP, and that there may be consequences under the existing agreement if the Customer changes their Pre-selection Choice.

### SCHEDULE 3 REJECTION CODE ALLOCATION TABLE

Code	Description & Explanation
01	Service Number not found
02	Service Number is on diversion
03	Inactive service <i>Service Number is found to have been temporarily disconnected.</i>
04	Disconnected service <i>Service Number is found to be disconnected or pending disconnection.</i>
05	Service number found but service is not Pre-selectable. Examples include: <ul style="list-style-type: none"><li>• Satellite or mobile services</li><li>• Incompatible exchange equipment</li></ul>
06	Enhanced service – Other
07	Real Time Metering found
08	Spectrum/Centrex Group <i>Entire number block not present in single CNO file.</i>
09	Pre-selection choice already implemented
10	Service Ported to another ASD
11	ASD Services <i>Requested service to be Churned is owned by ASD.</i>
12	Restricted access service eg. Incoming only services
13	Point of Presence not valid
14	Enhanced service – ISDN <i>Extension Number was submitted</i>
16	Incorrect ASD Nominated
21	Reversal Error No Record of CNO in nominated file
25	Indial service
26	Invalid PSD nominated
31	Outside Allowable Timeframe
40	Dual Notification Same Day – Different PSD
48	Reversal Rejected Subsequent Churn

## **SCHEDULE 4 INTERCARRIER TIMING SUMMARY**

<b>Notification</b>	<b>Maximum Timing</b>
Completion of new service connection	5 Business Days
Completion of service cancellation	5 Business Days
Provision of Pre-selection Port Record	5 Business Days
Completion of change of address	5 Business Days
Completion of change of service number	5 Business Days
Inclusion of service number in CNO	30 calendar days from date on CA
CA retention	Minimum 2 years
Inclusion of service number in a CNO after Customer contact to verify CA intent	30 calendar days
CA effective date	90 calendar days from date on CA
Completion of Churn (95% target)	5 Business Days
Completion of Churn (99%)	10 Business Days
Escalation of outstanding Churn requests	15 calendar days
ASD response to 15 day escalations	3 Business Days
ASD response to subsequent escalations	3 Business Days
Completion of Centrex Customer Group Churn (One Customer Group per Customer)	10 Business Days
Completion of Centrex Customer Group Churn (Two related Customer Groups)	12 Business Days
Completion of Centrex Customer Group Churn (Three or more related Customer Groups)	Timeframe advised by ASD on submission of Churn by PSD
Escalation of rejected Churn request	6 months
Supply of copy of CA by PSD	2 Business Days
Lodgement of Reversal request by Gaining PSD	1 Business Day from date of request from Losing PSD
Correction of Churn error by ASD in CNO to Losing PSD	10 Business Days from date of Reversal request
Request for Reversal	9 months from date of Churn request
Completion of RTM removal	5 Business Days
Inaccuracies on RTM Removal Form	4 Business Hours
Escalation of outstanding RTM removal request	5 Business Days
Supply of billing information (95% target)	5 Business Days
Supply of billing information (99%)	10 Business Days

The policy objective of the greatest practicable use of industry self-regulation without imposing undue financial and administrative burdens on industry is central to the regulatory scheme of the *Telecommunications Act 1997*.

ACIF was established to implement the policy of industry self-regulation. It is a company limited by guarantee and is a not-for-profit membership-based organisation. Its membership comprises carriers/carriage service providers, business and residential consumer groups, industry associations and individual companies.

ACIF's mission is to develop collaborative industry outcomes that foster the effective and safe operation of competitive networks, the provision of innovative services and the protection of consumer interests. In the development of Industry Codes and Technical Standards as part of its mission, ACIF's processes are based upon its principles of openness, transparency, consensus, representation and consultation. Procedures have been designed to ensure that all sectors of Australian society are reasonably able to influence the development of Standards and Codes. Representative participation in the work of developing a Code or Standard is encouraged from relevant and interested parties. All draft Codes and Standards are also released for public comment prior to publication to ensure outputs reflect the needs and concerns of all stakeholders.



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