

Summary of substantive changes

This table captures a summary of changes to requirements only – this does **not** include all detailed re-drafting for clarification, restructuring, or movements of clauses, which were significant parts of this variation. It also does not capture every Guidance box added to the Code, which are intended to provide additional clarity to Suppliers and, through them understanding their obligations better, provide more consumer protections.

It is also not intended as legal advice, and must be read in conjunction with the Code in its entirety.

Chapter 2, Definitions				
Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
Billing	N/A	Bill, Bill Media, and Billing Address	These definitions were updated to provide additional clarity (definition of Bill) and to clarify that e-Bills (such as via e-mail, apps, or a link to a downloadable .pdf) are allowed under the Code (definitions of Bill Media and Billing Address)	N/A
Complaints	N/A	Definitions specific to the previous Complaint Handling Chapter: <ul style="list-style-type: none"> • Acknowledging a Complaint • Closed • Complaint • Resolution • Resolve • Urgent Complaint 	Removed: <ul style="list-style-type: none"> • Acknowledging a Complaint • Closed • Resolution • Urgent Complaint Aligned with ACMA <i>Telecommunications (Consumer Complaints Handling) Industry Standard 2018</i> : <ul style="list-style-type: none"> • Complaint • Resolve Added: Complaints Standard	N/A
Consumer	N/A	For businesses or non-profit organisations, there was an annual spend limit of \$20,000	5 months following Code commencement, the annual spend limit will be increased to \$40,000, to extend protections to more small businesses.	N/A
Data	N/A	No previous definition	New definition of Data as follows, to increase clarity in the Code: means the component of a Carriage Service that provides access to online services such as: e-mail, web pages, media (e.g. audio and video), social networks and app downloads and updates.	Data
Financial Hardship	N/A	“Financial Hardship means a situation where a Customer is unable to discharge their financial obligations due to...or other reasonable cause.”	‘Temporary or ongoing’ was added to the definition to inform providers that Financial Hardship may be due to a large range of circumstances, and provide additional protections for Consumers: “Financial Hardship means a situation where a Customer is unable to discharge their financial obligations due to...or other reasonable <u>temporary or ongoing</u> cause.	N/A

Minimum Quantifiable Price	N/A	No previous definition.	A definition was added to provide for the new Credit Assessment rules (6.1). It also applied to a previously existing clause in Advertising. The new definition did not change its meaning, simply added additional information.	Minimum Quantifiable Price
Pre-Paid and Post-Paid Services	N/A		These definitions were updated and a Guidance Box added to provide additional information for Suppliers and provide clarity on month-to-month plans.	N/A
Security Deposit	N/A	“Security Deposit means a sum of money paid by a Customer to a Supplier to mitigate a credit risk.”	<p>“Security Deposit means a sum of money paid by a Customer to a Supplier: to mitigate a credit risk</p> <ul style="list-style-type: none"> a) <u>for the purpose of securing the Customer's payment of Charges in the event of non-payment; and</u> b) <u>with the intention of being returned to the Customer at the conclusion of the supply relationship between the Supplier and the Customer subject to the Customer's payment in full of all Charges.”</u> <p>This change was to clarify that contract arrangements and/or payments that ensure Customers are able to enter into the contract without financial hardship (for example – if a Customer is not eligible for a post-paid plan with a device, the Customer then purchasing a mobile up front before entering into that plan) are not Security Deposits.</p>	N/A
Interpretation of “in writing”		There was not previously specific information on interpreting giving information “in writing.”	<p>This is provided as clarification.</p> <p>New clause:</p> <ul style="list-style-type: none"> a) “a requirement for a Supplier to give advice, information or a notice “in writing” is taken to have been met if the Supplier gives that advice, information or notice in any written form including in the form of Data, text or images communicated by electronic communication (for example, by sending to the recipient a text message or email containing that advice, information or notice, or a link to that advice, information or notice which is contained online and accessible by the recipient); (i) where appropriate, written communication should be in the usual form of written communication used with that Customer;” 	2.2 a) and a) (i)

Chapter 3, General Rules

Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
Information for Consumers	3.2.1	Clear, accurate, free of material omissions, relevant, current, timely	Added “readily available,” and an associated Guidance Box to explain the concept of readily available.	3.2.1
Staff communication with consumers	4.4.1 (a)	Ensure Sales Representatives are able to communicate effectively in the English language	Removed of “English language” specification to support suppliers and communities who operate in other language, and expanded clause application from Sales Representatives to all representatives who manage enquiries. New language: “A Supplier must ensure that its <u>representatives who manage enquiries</u> for Consumers are able to communicate in the Supplier’s <u>primary language of operation</u> with Consumers.”	3.2.2
Web accessibility	3.2.4	<u>Should have regard</u> to <i>Web Content Accessibility Guidelines</i>	<ul style="list-style-type: none"> <u>Must comply with</u> to the most recent version of the <i>Guidelines</i> for any new web content. <p>Changed so that new content must comply with the WCAG Guidelines Level A.</p> <ul style="list-style-type: none"> <u>Must</u> have regard to the <i>Guidelines</i> for any existing content and any changes to existing content. <p>Changed so that all current content – including edits to current content – must have regard to the WCAG Guidelines. Edits to current content remain in ‘have regard to’ because it is not feasible to have specific sentences comply with the WCAG Guidelines without retrofitting that entire page, and that would be an extreme cost burden on providers.</p>	3.2.4
Culture, training, application of the Code	3.3 and throughout Code	3.3 (Dealing appropriately with Consumers) covered Culture and Disciplinary Action, while specific training requirements were identified throughout the Code.	<p>Changes intended to improve clarity and enforceability:</p> <ul style="list-style-type: none"> Training language throughout the Code has been moved to Chapter 3 to apply across all chapters, and certain clauses in the Code have been edited to align with this change. Added requirements to have systems and processes to support Code obligations, and regularly review those (noting that this duplicates requirements in Chapter 9, is important to also highlight in General Rules). “Culture” requirement was moved to Introduction and expanded upon, and was replaced in this Chapter by the addition and expansion of the enforceable training rules. 	Introduction (Culture), 3.3

Disadvantaged and Vulnerable Consumers	4.4.2, 4.4.3, 6.10.1 (b)	<p>Requirements regarding Disadvantaged and Vulnerable Consumers were only under specific clauses in the Code.</p> <ul style="list-style-type: none"> • The <i>Don't Take Advantage of Disadvantage</i> Guide applied to collection activities. • Sales Representatives had to be trained to interact with disadvantaged or vulnerable Consumers appropriately. 	<p>Created a new clause, putting the importance of appropriately assisting disadvantaged and vulnerable consumers in the General Rules that must be applied across the entire Code.</p> <ul style="list-style-type: none"> • <i>Don't Take Advantage of Disadvantage</i>: Added a new requirement for Suppliers to have regard to the Guide in all activities (in addition to the requirement specifically for collection activities), and further Guidance on the ACL and other relevant resources. This requires providers to have regard to the information in the Guide and prove that they have taken the time to review it and educate themselves. • Added a requirement that all staff who interact with Consumers are able to interact with disadvantaged or vulnerable Consumers appropriately, to ensure that Customer Service and other staff are appropriately trained. 	3.4
Authorised Representatives and Advocates	3.4, 3.5	<p>Authority for Authorised Representatives: "...appropriate other authority such as a copy of the relevant power of attorney..."</p>	<p>Added additional examples of authorities and provided that Suppliers can only require reasonable forms of authorisation, to streamline this process for Consumers: "...appropriate other authority such as <u>a letter of authorisation, copy of the relevant power of attorney or other reasonable form of authorisation as may be reasonably required by the Supplier</u>"</p> <p>Also added Guidance on the <i>Authorised Representatives and Advocates Industry Guidance Note</i>, which will be published by Communications Alliance in the first week of July, providing further explanations on the differences between Authorised Representatives and Advocates.</p>	3.5, 3.6
Unauthorised account access	6.1	<p>This was originally located in the Chapter on Credit and Debt Management.</p>	<p>Moved to General Rules, with Guidance added on the types of tools which might comply. This was following input from Communications Compliance that Suppliers often expressed confusion and misunderstanding of this clause based on its previous location.</p>	3.8

Chapter 4, Consumer Sales, Service and Contracts

Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
Advertising - Special Promotions	4.2.3	Principal terms: "must disclose the key terms of the Special Promotion and any key limitations, such as whether stocks are limited" Timeframes: "if the Special Promotion is to end within a short period of time, the Supplier must disclose the end date for the Special Promotion"	Principal terms: Added - <u>and the period during which a Customer will receive any associated promotional offering(s)</u> – this was to increase transparency for consumers Timeframes: "if the Special promotion <u>has a set end date is to end within a short period of time</u> , the Supplier must disclose the end date for the Special Promotion" – this was to address Supplier about the definition of short period of time, and increase consumer protections.	4.1.4
Advertising for Included Value Plans	4.2.4 a)	There were specific advertising requirements for Included Value Plans	Due to the extremely limited presence of Included Value Plans in the market, the Committee decided to remove clauses specifically related to these plans.	N/A
Advertising for post-paid internet plans	4.2.4 b)	If the usage is unlimited, a Supplier does not need to quote a cost per megabyte	If the usage is unlimited <u>or subject to Shaping</u> , a Supplier does not need to quote the cost per megabyte for the Data usage that is unlimited <u>or subject to Shaping</u>	4.1.5
CIS - Layout	4.1.1	Entire layout was specified	<ul style="list-style-type: none"> • Key parts of information must be at beginning of CIS, with additional flexibility throughout CIS. • New ability to combine multiple offers (bundled offers) into a CIS. 	4.2.2 a, 4.2.2 b, 4.2.3 b) (ii)
CIS – Information included	4.1.1 (a) (i) G	Information unit pricing for Included Value Plans	Removed	N/A
	4.1.1 (a) (i) E	Important conditions for the offer	Clarify that mobile data auto-top ups count as important conditions	4.2.2 b) (iv)
	N/A	None	Adding reference to Communications Alliance Broadband Education Package for Broadband Services not subject to the ACMA <i>Consumer Information Standard</i>	4.2.2 b) (iii)
	N/A	None	Addition of information for consumer to calculate early termination fee	4.2.2 b) (v)
	4.1.1 b) (ii)	CIS "may include other information as the Supplier determines is appropriate"	To provide more specificity about what information may be added to a CIS (to ensure they remain as short as possible): CIS "may include other <u>relevant product or service information</u> the Supplier determines is appropriate <u>would be useful to the Consumer.</u> "	4.2.4 b)
CIS – Historical Offers	N/A	No requirement	Suppliers must ensure that CIS for any offers still in operation are available upon request	4.2.7

Remedies for inaccurate information	4.1.4a)	Remedies "...which may include a right for the Customer to terminate the Customer Contract."	Remedies "...which may include a right for the Customer to terminate the Customer Contract <u>or to the provision by the Supplier of a refund or equivalent service.</u> "	4.4 a)
Selling Practices	4.3	Summary - Suppliers must: <ul style="list-style-type: none"> ensure Sales Representatives are appropriately trained to promote/sell in a fair and accurate manner conduct ongoing monitoring monitor Complaints 	Summary of changes - Suppliers must: <ul style="list-style-type: none"> Ensure Sales Representatives are appropriately trained to promote/sell in a fair, <u>transparent, responsible</u>, and accurate manner New: ensure Sales Representatives clearly explain key terms/conditions /costs (and ensure appropriate training, tools, and aids to assist Customers to understand) 	4.5.1
Customer Contracts	4.5	Suppliers required to make Standard Form Customer Contracts available, retain sections of expired Offers, and make available information about specific Customer activation and expiry date upon request	New contents of Contracts requirements: <ul style="list-style-type: none"> Identity of Supplier Equipment combability Equipment terms and conditions. Previously these protections only applied to Customers who were transferring their services (captured in 7.2.2 a), d), e) in C628:2015) – instead, they now apply to all new Contracts. New provisions on records regarding specific Customer Contracts: Supplier must keep records for 2 years past end of Contract establishing that: <ul style="list-style-type: none"> Information was provided about the Supplier and any other Carrier(s) involved in delivery of the service The Customer agreed to enter into that Contract And Customers must have access to those records for 2 years.	4.6
Customer Service – First Contact Resolution	4.6.1 (c)	See changes in next cell.	Text changes as shown: "monitor and seek to increase the level of first contact resolution of Customer Service enquiries, <u>take by taking</u> reasonable steps to understand the root causes for why enquiries cannot be resolved at first contact, and seeking to address those root causes;"	4.7.1 c)
Customer Service – Record Keeping	4.6.1 (d)	Suppliers must keep records of interactions accessible to staff to aid in assisting Customers	Customers must now be given access to records captured under this clause. Suppliers can charge for this, but it must be limited to the reasonable cost of providing that information. Guidance encourages Suppliers to waive any charges for Customers experiencing Financial Hardship.	4.7.1 d)
Customer Service – reporting	N/A	No publication requirements	Mandating participation in the Complaints in Context report for the Suppliers with the top 10 amount of complaints in the TIO Annual Report.	4.7.3

Chapter 5, Billing

Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
Providing Bills	5.2.1 (ii)	A Bill must be provided if the charges were for the same fixed amount in each billing period	To provide for contracts where a price changes (for example, due to a special promotion – first 6 months at one price, then remaining time on a higher price), changed “the same fixed amount” to “a” fixed amount. Added a protection in 5.2.2 b) that if the price is going to change (ie, at the end of that first 6 month period), but Supplier must advise the Customer at least 10 Working Days prior to the beginning of the changed Billing period.	5.2.1 (ii), 5.2.2 b)
Providing Bills	5.2.1 (iii)	A Bill must be provided if the total amount payable is more than 10% higher than an agreed fixed amount.	A Bill must be provided if the total amount payable <u>upon receipt of the Bill</u> is more than 10% higher than an agreed fixed amount – ie, if there were roaming charges a Customer had paid during the billing period, they would not need to be calculated into determining if the Bill was 10% higher than the fixed amount.	5.2.1 (iii) and (iii) A.
Direct Debit guarantee	N/A	None	“if the amount of a Direct Debit is incorrect, must either ensure that the Customer (or former Customer) receives a full and timely refund of the amount paid in error or undertake other appropriate option as agreed with the Customer (or former Customer) and Supplier.”	5.7.1 g)
Third Party Services	N/A	None	Suppliers who include third party charges on bills must address all enquiries and Resolve Complaints about those charges.	5.8

Chapter 6, Credit and Debt Management

Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
Credit Assessment	6.2.1 (a)	A supplier must undertake a Credit Assessment.	<ul style="list-style-type: none"> • Intention of Credit Assessment is to prevent Consumer over-commitment • Existing Customers: undertake a check of that Customer's payment history • New Customers (including Customers moving from a Pre-Paid to a Post-Paid plan) seeking to purchase a Post-Paid Service(s) with a total risk to them of greater than \$1,000: <ul style="list-style-type: none"> ◦ Obtain Financial capacity details – type/source of income ◦ Obtain an external credit check • If outcome of Credit Assessment shows that the Consumer would likely be unable to satisfy the financial obligations, a Supplier must advise the Customer of that and provide them with information on alternative services. 	6.1.1, 6.1.2
Security Deposits	6.4.1 (c) 6.4.1 (e)	<ul style="list-style-type: none"> • Advise Consumers of repayment, interest arrangements and other details within 10 working days of receipt. • Suppliers have 10 days to repay the Security Deposit to the Customer. 	<ul style="list-style-type: none"> • Suppliers must now inform consumers of this information in writing, prior to receiving the deposit. • Suppliers have 5 days to repay the Security Deposit. 	6.3.1 c) 6.3.1 e)
Usage notifications	6.5.2 (g), (h), (i)	Information about charges which apply at 100% provided at the 100% notification	That information must now be provided at the notification prior to the 100% notification (typically the 85% notification), for plans launched 5 months of later following Code commencement	6.6.3
Usage notifications	6.5.2 (j), 6.5.3 (d)	Platform was prescribed, but included Customer ability to choose	As the Code already allowed a Customer the choose, the Platform is no longer prescribed, but Suppliers must consider the appropriate delivery method	6.5.6, 6.5.5 d)
Usage notifications	N/A	No provision for Force Majeure	A Supplier will not breach this clause because of delays due to a Force Majeure event, with relevant Customer protections.	6.5.7
Notices	6.6, 6.7.1 (d), 6.7.1 (e)	Written notices must include specific information.	Notices by email or letter must contain information, while notices by all other methods (ie, SMS) must include a link or reference to information as appropriate for the communication method.	6.6.2, 6.7.4, 6.7.5
Default listed in error	6.8.1 (f)	A Supplier must use reasonable endeavours to inform the Credit Reporting Body within 1 Working Day	A Supplier must inform the Credit Reporting Body, and use reasonable endeavours to do so within 1 Working Day	6.8.6
Separation of Debts	6.9.1 (c)	No resolution process	There must now be a formal resolution process for situation in which debt is sold in error.	6.9.3 b)

Chapter 7, Financial Hardship – new Chapter

Topic	Previous clause	Previous Requirement	New/revised Requirement	New/revised clause
FH Policy	6.11.1 (e)	Contents of Financial Hardship policy: <ul style="list-style-type: none"> • Options available to Customer • Available times for contact • Information required for assessment • How the Supplier makes an assessment 	Additional contents of Policy: <ul style="list-style-type: none"> • Statement of intention • Specific options Suppliers must offer (at least 3 from each of the two sections) • Complaints Handling Policy 	7.2
Information required	6.12.1 (a)	No limitations on what could be requested.	Suppliers must limit the documents to those relevant and not unduly onerous. Guidance is provided on when a Supplier might require documentation at all.	7.4.1
Timing	6.12.1 (d), 6.13.1 (e)	Assessments must be made within 7 Working Days Customers must be informed of arrangements within 7 Working Days of agreement	For both clauses, it is now 5 Working Days	7.4.5, 7.5.4
Communication	6.13.1 (a)	Suppliers must supply the Customer details of the FH arrangement in writing if the Customer requests it	Additional requirement: Suppliers must inform the Customer of their right to request those details in writing.	7.5.1
Restarting Credit Mgmt Action	6.14.1 (b)	“A Supplier must restart Credit Management action when:...”	“A Supplier must <u>may only</u> restart Credit Management action when:...”	7.7.2

Chapter 8, Complaint Handling

The content of this Chapter has been removed, with text pointing Suppliers to the Complaints Standard.

Chapter 9 (previously Chapter 7), Changing Suppliers

Authorisation	7.1.1 b)	Authorisation only by Authorised Representative	An additional provision has been added to allow for customers experiencing Domestic or Family Violence to keep their phone number.	9.1.1 b)
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Appendices

As the Code cannot direct Communications Compliance (CommCom) to any specific actions, and as CommCom is in the process of updating their procedures to be more active and further detailed in checking attestation and compliance Appendix 1 was simplified and Appendix 2 was removed to prevent any conflict between the static Code and evolving CommCom procedures (and thus prevent resulting confusion).