

20 May 2024



Ms Nerida O'Loughlin PSM

Chair and Agency Head
Australian Communications and Media Authority

By email: OfficeoftheChair@acma.gov.au

Dear Nerida,

RE: TCP Code – your letters of 1 February, 9 April ACMA ref: ACMA2023/415-6, ACMA 2023/415-12 and your comments at the recent Comms Day Summit

In February, you wrote to Communications Alliance (CA) to acknowledge the comprehensive “TCP Code Package” provided to the ACMA on December 14, 2023, and the “good progress [that had] been made in improving proposed consumer protections in many sections of the Code”. You provided feedback on remaining areas of concern, requesting that further drafting specifically in relation to payment issues be provided by March (which we provided), with remaining matters to be addressed in a near complete Code, to be submitted by 20 May.

The Drafting Committee has carefully considered the ACMA (and others') feedback on the December and March package, diligently analysing each concern and considering the best way to address the underlying issue identified. This built on the comprehensive consultation and analysis work undertaken at stage 1 of the revised TCP review process, which included clear reference to the ACMA Statement of Expectations.

Industry acknowledges your remarks at the recent Comms Day Summit, and the concerns you expressed about whether sufficient agreement could be reached through co-regulatory processes to deliver appropriate consumer protections for sectors such as ours, rather than a 'lowest common denominator' result.

I hope you will agree when you consider the package provided today that what we have delivered is the antithesis of 'lowest common denominator'.

The process undertaken to date (explained in detail in our December package, and transparently outlined on our website) has been exceptionally thorough, and industry has engaged positively and diligently to provide appropriate and strengthened consumer protections through the Code.

The detail of the attached draft Code may differ in some respects to the ACMA's articulation of expectations. This is a reflection of the complex and varied industry and the need to accommodate the variety in systems, processes, services and business models across industry. We believe, however, that our drafting addresses your underlying expectations and objectives, delivering a Code that preserves and accommodates the very variety which gives rise to the concerns you expressed in your Comms Day speech, while providing substantial consumer protections in line with the ACMA's expressed expectations.

The package included with this letter includes:

1. **A near complete draft TCP Code** (attachment 1);
2. Additional commentary/information about key issues (included as an addendum).

This includes:

- An explanation of the adjustments to the previously proposed Code structure, made in response to feedback on the December package. The changes address comments on the use of guidance notes, guidelines and outcomes-based regulation and clarity in drafting.
- Detailed information about the external audit process and escalation processes, drafted in consultation with Communication Compliance.
- Information (and some discussion points) on proposed new metrics.
- Further detail and worked examples to explain how our proposed drafting achieves the desired consumer protections on some of the more complicated issues which are difficult to adequately explain in the comment log. This includes information on the failed direct debit retry notifications.

Although the addendum covers the key issues, we will, in due course, also publish on our website a comments log tabling the concerns raised by stakeholders in response to the December package (where not addressed in the March drafting), and April payments paper. This will include clear information about how the TCP Code Drafting Committee has dealt with each issue. In line with our commitment to transparency and previous sharing of key correspondence and information, this letter will also be published on our website.

As you will be aware, we have scheduled an RC meeting in early June to allow us to walk the RC through the key aspects of the draft Code to aid review. This includes a short presentation on the aforementioned key issues. We would welcome the opportunity to further explain/discuss with Authority members.

The RC has also been asked to provide written input to us by 24 June to allow us to properly consider any concerns from that group in parallel with the Authority's feedback.

Should the Authority have questions about any aspect of this package, please do not hesitate to contact Peppi Wilson, Senior Manager, Policy and Regulation (p.wilson@commsalliance.com.au), or me. Should there be any specific issues of concern, we would appreciate the opportunity to understand and respond to them before the Authority finalises its decision on the next steps. In the interim, we will continue to work on progressing the Code to ensure we can meet the next deadline.

Yours sincerely,



John Stanton
Chief Executive Officer

cc: Cath Rainsford,
TCP Code Review Committee

Attachment 1 - TCP Code draft

Addendum to this letter: Additional commentary/information about key issues.

Addendum: Information about key issues

Code structure

Outcomes and expectations

The draft Code outline provided in December, and associated position papers, presented a Code with (consumer) outcomes and expectations (on industry) at the beginning of each chapter. The intent had been that this approach would provide a relatively high-level explanation of the purpose of the rules contained in the preceding chapter, to aid compliance by assisting CSPs to understand what the rules intended to achieve. It was, in part, based on the concepts used in the ACMA's Statement of Expectations.

Feedback from both business and the RC was that this concept and presentation was confusing; the preference was for chapters to clearly contain only enforceable rules. The DC has therefore used the summary boxes at the start of each chapter to outline what is covered in the chapter and removed reference to outcomes and expectations.

Clauses are drafted as clear, enforceable obligations.

Use of guidance notes

The DC has reviewed guidance notes throughout the draft Code to appropriately differentiate between rules guidance and external references and best practice examples. As relevant:

- (a) material from draft notes has been moved into clauses;
- (b) information designed to aid understanding of enforceable provisions is included in 'notes' directly under the relevant clause (reflecting drafting in government instruments); and
- (c) breakout boxes are used to point to relevant further information and/or best practice examples.

External audit and escalation

Chapter 10 has been thoroughly reviewed and revised to address concerns about the transparency of the current attestation process, which has led to comments that the process lacks appropriate rigour. This includes clear identification of:

- assessment requirements and reporting requirements (self-assessment and external audit and review by the independent auditor, Communications Compliance);
- external assessment outcomes and actions required of a CSP (by Communications Compliance) to address identified issues in an appropriate and timely manner (with timeframes clearly outlined);
- escalation and enforcement arrangements, including escalation by Communications Compliance to the ACMA; and
- Communications Compliance and industry reporting requirements.

We note calls to require a biennial external audit of all suppliers over 30,000 SIO to 'provide assurances about the supplier's compliance program'. Having reviewed the issue and discussed it with Communications Compliance (CommCom), we contend that the assurance sought can be most efficiently and effectively provided by CommCom. CommCom is an independent, external and specialist auditor whose role is specifically to conduct an external audit and review of all CSPs' compliance with the TCP Code (not just those over 30,000 SIO). The audit and assessment it conducts looks both at CSPs' compliance arrangements and their accompanying material (requested training material, policies, etc.)

It also includes an audit of customer-facing collateral. The revisions to the chapter 10 make clear, amongst other things, CommCom's power to ask for any evidence or documentation required for its assessment and make clear to CSPs the records that they need to keep to enable assessment. This provides CommCom with everything it requires to appropriately and effectively audit CSPs' compliance programs.

Additionally, we note that the ACMA can – and does – ask CSPs to provide evidence of policies and processes in relation to areas of specific interest, though requests are usually directed to the large CSPs (unlike the CommCom process).

A requirement for an additional audit would be duplicative, costly and not add any value.

It is similarly unclear how the requirement in the existing Code for a new 'large' supplier to undergo an initial audit offers value. We have, therefore, removed this requirement for large CSPs to undergo an initial external audit and have instead required that all CSPs that have not previously been audited by Communications Compliance (irrespective of size) submit an initial compliance report within 2 months of Code registration (and annually thereafter), even if this falls outside the dates for the annual auditing review lodgement window. This provides the opportunity for Communications Compliance to assess new CSPs' compliance in a timely manner and help them quickly address any initial compliance issues and deficiencies in their relevant processes or procedures.

Metrics

The strengthened external audit requirements described above are supported by new reporting requirements, as proposed in chapter 10 and the associated appendix.

As you would expect, identifying metrics that are meaningful, compatible, appropriately accommodate different CSP sizes, capabilities, differences in product offerings, different systems and internal reporting mechanisms, etc., and are relevant to the TCP Code has not been an easy task.

As envisaged in the relevant position paper presented as part of the December package, we have split 'measures of success' into process metrics and effectiveness metrics.

Process metrics are directly relevant to Code provisions and look at what is required by the external auditor (or regulator) to demonstrate that the CSP has policies, processes and related materials in place to support compliance with the Code. Information is clearly included on the type of record that must be kept, and how it links to the Code's requirements.

Effectiveness metrics are intended to provide an indirect measure of the success of the Code, providing an overall indicator of a CSP's level of customer service. The drafted requirement is that CSPs with over 30,000 SIO and with over 200 customer service inquiries per quarter, must prepare a quarterly customer service report (CSR), for publication on their website. The SIO figure aligns with the ACMA Record Keeping Rules. The exclusion of CSPs with under 200 enquiries ensures that reporting is meaningful, and that the resources required to prepare a report are justified.

The following effectiveness metrics are proposed for the CSR, with CSPs required to report on each of the following (as relevant – recognising that not all CSPs offer all of these channels):

1) Grade of service: speed to connect to agent – voice enquiries

This metric provides customers with an indication about how promptly their calls to the CSP will be answered by a customer service agent (real person), by reporting on:

- % of calls answered in under 180 secs, and
- % of calls answered under 10 mins.

2) Grade of service: average speed to connect to agent - digital messaging

This metric provides customers with an indication about how promptly their digital messages to the CSP will be answered by a customer service agent, by reporting on the average time it takes a customer service agent (real person) to respond to the digital message (i.e. a live chat, or inbound asynchronous (non-live) chat, as applicable).

3) Digital engagement: App store rating

This metric provides customers with an indication about how easily a customer could expect to engage digitally with its CSP by reporting on the publicly available App store rating for its App. Users and a CSP's developers use these ratings as a gauge of the App's performance, usability and overall user experience.

4) Complaints

There are two options currently under consideration here:

a) a requirement for CSPs that participate in complaints-in-context reporting (CiC) to report on their CiC result as part of their CSR;

or

b) a requirement for all CSPs that are required to produce a CSR to publish the number of TIO referrals as a percentage of their SIO (which is essentially the number required for the CiC report).

We propose to discuss the complaints metric options and other metrics with the RC at the scheduled RC meeting and would also welcome a discussion with the ACMA Authority.

Scope and application of the Code

This has been the subject of considerable discussion with the RC. It is clear that all parties **agree** that the intent is to cover both residential customers and small businesses. It is **not** intended to cover large businesses.

The definition included in the draft Code reflects this agreed intent to provide protection to residential and genuinely small business customers.

We have included the \$40,000 spend threshold in the definition of consumer as this is consistent with the threshold retained in other recently written or reviewed regulatory instruments, including the Financial Hardship Standard (2024), in recognition that it is difficult for a genuinely small business to spend as much as \$40,000 on telecommunications and bigger business simply does not need these protections. As described in detail in our December package, there is a substantial regulatory burden in requiring CSPs to offer protections to this group of customers who do not require and will not need to call upon the protections in the Code. We have, therefore, retained the current TCP Code carve out in relation to a genuine and reasonable opportunity to negotiate a contract, and included a carve out consistent with the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022, as well as an exclusion for businesses assessed on reasonable grounds by the CSP to not be a small business.

To ensure appropriate checks and balances, the latter requires that CSPs clearly document the basis of their decision, allowing it to be audited and challenged by the ACMA.

Consumers in vulnerable circumstances

The revised draft Code includes new and enhanced obligations in relation to CSPs' consideration of consumers in vulnerable circumstances. This includes obligations to deliver fair and reasonable consumer outcomes that are suited to identified consumer needs, including identifying lower cost options where relevant and available. This concept is carried through in many areas, from organisational culture and governance, through to training requirements, responsible sales and on to remedies.

The draft Code includes strengthened credit assessment obligations that provide protection for all consumers, but particularly those in vulnerable circumstances. Requirements are linked to the concept of financial harm and the risk of a debt or default listing for a residential consumer of over \$150 (in line with the Privacy (Credit Reporting) Code).

In line with commitments made over a year ago when we published our comprehensive and very well-received domestic and family violence (DFV) guideline, we have uplifted key parts of the guideline into the Code. This makes it mandatory for CSPs to have policies, processes and training in relation to DFV, as is appropriate to each CSP and each role within it, but also including general awareness training on DFV for staff. Provisions to require appropriate protection from disconnection for DFV-affected customers/end-users have also been included, along with clear requirements about the information that can be requested from DFV-affected consumers and its retention.

Incentive structures (selling)

We note the ACMA's suggestion that drafting in the December package in relation to responsible selling should be refined to ensure that sales incentives programs are 'based on customer satisfaction and not volume of sales'.

We agree with the ACMA's intent.

In addition to including numerous new or strengthened requirements to protect consumers in vulnerable circumstances, we have included a positive obligation in the Code to require that any incentive structures in place promote responsible selling, including by ensuring that volume of sales is not the only incentive criteria measured. These measures are supported other clauses that require monitoring of sales and requiring remedies to address mis-selling, as well as by requirements in relation to identifying consumer needs, conducting credit assessments, and essential information. As a package, these measures provide the scaffolds for a positive sales structure, and provide safeguards against poor selling practices by ensuring mechanisms and procedures are in place for CSPs to identify, investigate and – if necessary – take appropriate action to address inappropriate behaviour.

In response to suggestions that customer satisfaction be the only permitted measure for sales incentive programs, we note that creating fair, positive incentive structures is more complicated than it might at first appear. [Research published by Forbes](#), for example, states that, 'Compensation systems are blunt instruments with very delicate settings. Dialling them a little too far one way, and not enough another, can have dramatic effects. And sometimes not the ones you want. Tying frontline bonuses directly to customer satisfaction scores, for example, can lead to unintended consequences that run counter to the goal of improving

customer service.... [because] ratings are easily sabotaged by things beyond their control...[and may lead to] survey begging - such as asking for high scores, offering discounts in return for good ratings, or suggesting they might get in trouble for poor ones'.

Payments

As described in our March correspondence, new provisions are included in the Code to require at least two fee-free methods of payment. Examples of over-the-counter payments have been included in drafting, as requested by the ACMA. New provisions have also been added to provide information about the payment options (particularly the fee-free ones) prior to sale.

Consistent with the proposal in the March package and the ACMA's feedback on it, a requirement has been added to require that at least two fee-free payment options are included in the CIS, with details of other available payment types and associated fees to be included either in the CIS itself, or on another easily accessible location (such as the CSP's website). If the latter, the CIS must contain a link or clear direction to this additional information.

Payment flexibility and reminder notification requirements

The draft Code provisions have been updated to deliver payment flexibility to address one of the ACMA's key area of concern; that many CSPs had moved to a model in which they only offered direct debit with no flexibility for consumers to change the direct debit payment date.

In its December 2023 package, the industry proposed to address these concerns by requiring that CSPs offer flexibility on direct debit payment date - and other direct debit flexibility options - for customers where direct debit was the only payment option offered by a CSP. This was intended to guarantee customers a minimum level of flexibility.

However, in response to the ACMA feedback that there must be two fee-free methods of payment, industry moved to include an obligation that all CSPs offer:

- i) one fee- free manual payment method, and
- ii) one other fee-free payment method (which can be an auto-pay method, such as direct debit).

This new obligation on every CSP to offer (at least one) fee-free manual payment method, by itself, meets the identified consumer outcome of payment flexibility. Manual payment methods, by definition, allow customers the ultimate control on the timing of their payments.

Notwithstanding this, we have retained a requirement for flexibility where a direct debit payment option is offered. The Code mandates that CSPs offering direct debit must provide the customer with direct debit payment flexibility by allowing them to choose (at no charge):

- (a) a recurring payment date; or
- (b) a payment frequency option (e.g. fortnightly or monthly); or
- (c) to temporarily defer a payment without penalty.

As the ACMA noted in its comments on the March drafting, this requirement allows CSPs to choose one of the 3 methods, rather than (a) plus (b) or (c), as was proposed in the drafting when the clause was directed at CSPs only offering direct debit. This is because:

- (i) the consumer protection has already been achieved, as explained above (i.e. payment timing flexibility is ensured through the requirement to offer a manual payment method);
- (ii) requiring CSPs to offer two of the above, rather than one of, would increase the cost system changes which we do not believe is justified given the consumer outcome has already been achieved; and
- (iii) mandating that the consumer set the recurring payment date may inadvertently lead to a poorer customer experience, as it introduces complexity in billing – especially associated with pro-rata billing and changing billing cycles - which historically was a significant driver of consumer complaints.

Additionally, Code provisions have been updated to require that customers are reminded about upcoming charges due.

On the issue of reminder notices, we note the ACMA's comments that a reminder notice 'needs to include the payment amount due... and should not send customers to another place to try and find the amount of their upcoming direct debit.' We have not updated drafting to include that as a requirement because providing full details within the notification may not be possible for all account types from a practical systems perspective, because the information prior to the day of debit (when the reminder is sent) may not capture discounts, waivers and credits, as these are generally applied on the day the amount due is debited. To change the system as suggested would be a huge cost impost on industry and require long lead times to implement. As we do not believe that such a requirement would lead to better consumer outcomes (as consumers can already easily access the information required), we do not believe that the regulatory burden of such a requirement is justified.

Timing of payment reminder notifications and re-attempts of failed direct debits

Our drafting includes requirements in relation to payments due: a notification (reminder) 3 working days before a direct debit date, and a further reminder 3 working days after notification of a failed direct debit before any retry.

We note the feedback that the proposed 3 days be increased to 5 days in both instances but maintain that this would not lead to better consumer outcomes in either case (indeed, would arguably lead to worse consumer outcomes). We outlined reasons in our March letter but recognise that it is complicated and suggest that we may be able to better explain it in a meeting, through worked examples and discussions. We propose walking through this in the RC meeting in June and would be pleased to explain directly to the Authority separately, if this would be useful. However, we offer the following additional comments here to attempt to better explain the practical implication of what is suggested and what we are suggesting.

In relation to the 3 days' notice of an impending direct debit, we apologise that our previous comments on processing time have caused confusion and appear to be driving calls for the notification to be increased to 5 days. The new requirement for a notification about an upcoming payment is simply a courtesy to a customer to remind them that the payment will be due. It is totally separate to the *processing* time referred to in previous discussions, which is only relevant *once the direct debit is due*, as it related to the fact that it could take up to 5 days for a bank to complete **processing** of a direct debit payment (i.e. the time between when a direct debit is due (day 1) and funds are actually withdrawn from the customer's account (anywhere between day 1 and day 5, depending on whether the money is debited from a credit card (quick) or from a consumer's bank account (generally slower, as determined by bank processing timeframes). It did not, as appears to have been understood,

mean that it can take up to 5 days for a consumer to change their direct debit arrangements.

For the reminder, then, 3 working days' notice is appropriate; it provides the customer time to ensure that they have enough money in their DD account, or, if they are experiencing financial hardship, to contact their telco and seek assistance, but not so long that the reminder is unhelpful. (Feedback is that a longer notification period is not useful, as the customer's bank account balance may have changed too much between the notification and processing date, especially when notifications are sent on a Friday, which effectively means that the customer has 5 days of bank balance changes to manage their cashflow before the charge is debited, or longer where there are public holidays.)

The table below provides an illustrated example to explain the above.

Working day (WD)	Date	Action by CSP
WD0	16 April (Tuesday)	Direct Debit decline (customer is notified of decline and pending reattempt)
WD1	17 April (Wednesday)	Pending
WD2	18 April (Thursday)	Pending
WD3	19 April (Friday)	Pending
NA	20 April (Saturday)	Pending
NA	21 April (Sunday)	Pending
WD4	22 April (Monday)	Pending
WD5	23 April (Tuesday)	Retry of direct debit (note: for credit cards, the debit will occur this day)
WD6	24 April (Wednesday)	Pending
WD7	25 April (Thursday, Public Holiday)	Pending
WD8	26 April (Friday)	(note: for bank accounts, the debit will occur this day - almost 2 weeks later)

Lastly, we note that the requirement for 3 days' notice timeframe only applies to payments where the amount is fixed for the period. Where a bill is required due to potential variation in the cost, customers receive at least 10 workings days' notice.

In relation to the timeframes for any re-attempt of failed direct debits, we contend that 3 days' notice is appropriate for all the reasons described in our March submission and above. It is simply not in the consumer's interest for this to stretch out to 5 working days, which can in practice, extend to a couple of weeks or more. The customer would be in arrears and potentially owe a significant amount before a direct debit retry, which puts them at greater risk of harm than a shorter retry period (especially noting that most customers that experience failed direct debit payments do so because of cash flow management issues, not because they cannot pay. But even where they are experiencing financial hardship, 3 working days' notice of a re-attempt direct debit provides ample time for customers to seek financial hardship assistance from their telco).

A final comment on the issue of notification timeframes: it is complicated and costly for CSPs to adjust their systems and processes to accommodate new or adjusted timeframes. Any changes must clearly be justified and offer clear consumer benefits.

Consumer information summary (CIS)

There has been pressure since its introduction for the CIS to contain an increasing amount of information, including repeating information from terms and conditions, and including consumer educational information (ACCC's feedback was that it should include information about the ACL, for example).

As the name suggests, the CIS is designed to provide a **summary** for the key or essential information about the telecommunications service or package of services or goods that it covers. It is already required that it includes a lot of information, and we are concerned that calls for more and more to be added will be a disservice to consumers; the more the CIS has, the harder it is for key issues to stand out and the higher the likelihood that consumers won't read it at all.

Nonetheless, we have updated requirements in the Code requiring the CIS to include additional information in line with expectations. This includes information about translation services, 'essential information' (as defined) and payment options. We have not included requirements in it for general consumer education, as this is not the appropriate mechanism to educate consumers about general consumer law. (We will look to update the consumer information brochure about the TCP Code to include this information, however.)

The additional requirements make it impossible for the current 2-page limitation for the CIS to remain. The information requirements already require that CSPs cram too much into 2 pages, which hampers readability and makes the document less accessible to those with disabilities. Including the new information within 2 pages is neither possible nor sensible. We have, therefore, removed the CIS page length limitation.

Network coverage

New requirements have been included in relation to network coverage, with a new defined term ('generally available network coverage') pointing to definitions agreed by mobile network operators to align different levels of coverage and the terminology used. The Code requires that consumers are prompted to check coverage at the relevant points of the consumer journey, most importantly at the pre-sale stage. This is combined with a requirement that customers who find that the coverage is not as expected be allowed to exit their service contract without penalty, in recognition of the fact that network coverage is

affected by numerous factors including terrain, meaning coverage maps and equivalent can never be 100 percent accurate.

We suggest that any further consideration of coverage issues relevant to this Code be considered in light of the findings of the National Mobile Audit, once that is complete.

Barriers to consumers – cancellation of contracts

We note the ACCC's comments about barriers to cancelling contracts and the suggestion that the telecommunications industry is making it unnecessarily difficult for consumers to cancel contracts by not requiring that customers are offered a simple online cancellation process similar to that required in the National Consumer Credit Code).

We note that an increasing majority of consumers are not contractually bound to stay with one telecommunications provider or on one plan type, as they are on month-to-month contracts. However, rules outside of the TCP Code do, arguably, make the process more difficult for consumers than the 'one-click online cancellation' option suggested by the ACCC. This includes rules in the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022. A simple cancellation option as described would be a breach of this Determination, as cancellation is considered a high-risk transaction under the Code. These arrangements are in place to provide consumers protection from fraud, and to meet other regulatory obligations. Concerns about ease of cancellation need to be considered in that context are more appropriately be explored in separate discussions (outside of the TCP Code) with the ACMA.

Code commencement date and delayed implementation timeframes

The draft Code includes a suggested 6-month implementation timeframe. This is longer than is usually allowed but is in recognition of the substantial number of revisions and new requirements included in this Code update. Assuming a Code registration date of late 2024, this would mean that the first external audit by Communications Compliance would open soon after this date. In addition to this allowing individual CSPs' readiness and compliance with the new Code to be assessed and addressed in timely manner, it allows assessment of CSPs' understanding of the new Code requirements, allowing Communications Alliance to address any unclear wording issues, etc.

Delayed implementation of up to 12 months is suggested for requirements that require CSPs to implement significant IT systems changes, recognising that such system changes require long lead-times. This would apply to, for example, clause 6.3.3 (order summary), as automating this requirement would require a system change. Changes to sales incentives structures to meet provisions outlined in 6.1.3 would also require a suggested 12-month lead time, as there is a minimum 90-day notification period required to partner channels, and similar notification and negation periods required to change employment contracts.

It may be that there are other options to reasonably allow for implementation based on the priority of issues managed through the relevant clauses. We would welcome discussion with the ACMA about implementation timeframes at an appropriate time.

COMMUNICATIONS
ALLIANCE LTD



INDUSTRY CODE

C628: 20xx

TELECOMMUNICATIONS CONSUMER
PROTECTIONS CODE

C628:20XX Telecommunications Consumer Protections Code

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Introduction

Overview: mandatory, enforceable *consumer* protection

This Communications Alliance Telecommunications *Consumer* Protections (TCP) Code (the Code) sets out additional customer protection requirements for the interactions between Carriage Service Providers (CSPs) and *consumers* in areas where extra protections are required, over and above the requirements set out in economy-wide or telecommunications-specific legislation and regulation.

It also provides limited guidance on key *consumer*-related requirements and guidance covered elsewhere.

It cannot and does not attempt to summarise or define all telecommunications *consumer*-related legislative and regulatory obligations.

Scope - addressing the power imbalance

Consumer protections are required where there is a significant imbalance in power, rights and obligations of the two parties entering a contract (the *consumer* and CSP) and their ability to reasonably negotiate or manage a contract or end or exit a contract without penalty.

This Code outlines obligations on CSPs to address this imbalance in their dealings with residential and small business *consumers*. *Consumers in vulnerable circumstances* are, by definition, likely to be most affected by a power imbalance, and are, therefore, a key focus for additional protections in this Code.

Information for consumers

This document is written for CSPs.

Separate information about the protections afforded to *consumers* through this Code, written specifically for a *consumer* audience, can be found [here](#) [link to be updated once document is updated, post Code review].

Background: the telecommunication *consumer* protection framework

The communications sector in Australia is regulated federally, with the primary legislation – the Telecommunications Act 1997 (the Act) – designed to protect the long-term interests of Australian end-users of carriage services and ensure accessible and affordable services. It is complemented by the Telecommunications (*Consumer* Protection and Services Standards) Act 1999, which established a universal service regime and public interest *telecommunications services*.

The Australian Communications and Media Authority (ACMA) has primary responsibility for the regulation of the telecommunications sector.

CSPs are also subject to, and must comply with, the requirements included in general *consumer* law, such as the Australian *Consumer* Law (ACL), which is administered by the Australian Competition and *Consumer* Commission (ACCC), as well as a raft of other regulations managed by other regulators (including tax, privacy, online safety, national security, or copyright).

The ACMA's direct telecommunication (and broadcasting) regulation is supported by co-regulation in the form of registered, enforceable Codes developed under Part 6 of the Act. Codes enhance regulation through the setting of clear performance or conduct expectations in areas identified as requiring additional or specific telecommunications *consumer* safeguards. Registered Codes are subordinate to Acts of Parliament and instruments that are

designated legislation. They should not repeat or paraphrase legislation or other regulatory instruments and must be consistent with Codes already registered.

The ACMA is responsible for registering telecommunications Codes. It will only do so once it is satisfied that the Code is consistent with the requirements of the Act, including that it:

- meets public interest considerations,
- provides appropriate community safeguards for the matters covered by the Code, and
- promotes:
 - the long-term interests of end users of *telecommunications services*,
 - the efficiency and international competitiveness of the Australian telecommunications industry,
 - service innovation, and the efficient, equitable and responsive delivery of telecommunications goods and services,
 - market participation by all sectors of the Australian telecommunications industry,
 - an efficient, competitive and responsive telecommunications industry,
 - appropriate safeguards for telecommunications *consumers*,
 - responsible practices in relation to the sending of commercial electronic messages, and
 - responsible practices in relation to the making of telemarketing calls.

Where the telecommunications industry would benefit from sector-specific guidance on the practical implementation of Codes or other regulatory instruments, industry guidelines or industry guidance notes may be developed. These are voluntary and focus on best practice and practical 'how to' instructions for the industry.

The ACMA is ultimately responsible for enforcing the Codes it registers. It has powers to investigate and act where it considers organisations covered by the relevant Code may have contravened the rules set out in the Code, as well as possible breaches against other regulations or laws.

The ACMA reports on these actions each quarter. Further information is available from the ACMA [website](#).

Monitoring, reporting, enforcement and compliance arrangements are set out within each Code.

Code structure and summary of chapters

This Code is structured as follows:

- **Chapter 1:** Terminology, definitions and acronyms
- **Chapter 2:** General
- **Chapter 3:** Organisational culture and governance
- **Chapter 4:** Supporting the consumer
- **Chapters 5-9:** are structured by customer journey:
 - Chapter 5: Responsible selling - Pre-sale information and advertising
 - Chapter 6: Responsible selling - Sales, contracts and credit assessments
 - Chapter 7: Customer service and support
 - Chapter 8: Account support
 - Chapter 9: Credit management, debt management and disconnection
- **Chapter 10:** Compliance and performance measurement framework.
- Appendixes

Breakout boxes are included to provide examples of best practice or links further resources.

Code revision history

[placeholder pending final Code drafting]

Acknowledgements

[placeholder pending final Code drafting]

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1. TERMINOLOGY, DEFINITIONS AND ACRONYMS

Summary

This chapter covers the terminology used within the Code, to support interpretation and compliance.

1.1. Terminology

Defined terms are:

- italicised; and [note: this is pending further drafting, not all defined terms are italicised in this draft]
- linked to their complete definitions the first time they are used in each clause or section. [new. Note as above]

Where telecommunications-specific terminology is used, definitions align with the meanings defined in the Act (unless otherwise stated). [2.2(h)]

1.2. Definitions

In this Code:

Access virtual circuit identifier (AVC ID) [new]

has the meaning given in C647 NBN Access Transfer Industry Code.

Act

means the *Telecommunications Act 1997* (Cth).

Account support [updated]

means one, or a combination of, the following activities:

calculating and assembling charges incurred by a customer, including during a [billing period](#) or charge period;

- (a) applying any debits or credits outstanding or discounts due against the charges;
- (b) calculating the net amount payable by the customer within their *billing period* or charge period;
- (c) issuing [bills](#);
- (d) issuing receipts;
- (e) managing payment processes; and
- (f) receiving and processing payments made by the customer.

Account support enquiry [updated]

means a request to a CSP by a consumer for relevant information about a charge, a bill, or [account support](#) generally.

Account record [new]

means a record which captures the usage and [charges](#) for a customer's account and can include a [bill](#), [receipt](#), [usage information](#) or other format.

Advocate [updated]

means a person nominated by a *consumer* to assist them in dealing with a CSP. *Advocates* cannot undertake transactions on the *consumer's* behalf without the *consumer* being present and agreeing to such action(s).

Approved Compliance Achievement Plan (Approved CAP) [new]

means a *compliance action plan* that has been approved by Communications Compliance.

Approved Remedial Compliance Action Plan (Approved RCAP) [new]

means a *remedial compliance action plan* that has been approved by Communications Compliance.

Australian Consumer Law (ACL)

means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised representative [updated]

means the person who has authority from a consumer to deal with a CSP, including to discuss or make changes to a customer's account without that customer being present, on behalf of that consumer.

Bill [updated]

means an invoice from a CSP setting out an amount owed, which includes credits and debits applied during the [billing period](#), advises of the current balance owing, paid or in credit, and the available payment method(s).

Bill media

means the format of the [bill](#) and the method a *bill* is communicated, delivered or accessed.

Note: Bill media options include (but are not limited to) paper, email or digital.

Billed charge [updated]

means a charge that is included on the [bill](#) and is due for payment by a customer for telecommunications goods and services.

Billing address [updated]

means the customer's nominated contact address for account management information or notifications. This may be an online account, an electronic address, or a physical or postal address.

Billing name

means the name of the customer to whom the [bill](#) is issued and delivered.

Billing period [updated]

means a period of time relating to [billed charges](#).

Bundled [new]

means circumstances where the contract conditions of one or more *telecommunications goods or services* is contingent, dependant, connected or linked to another.

Note: this may include telecommunications services sold with an accessory payment plan that requires the underlying service remain connected, a telecommunications service that has a mandatory telecommunications good (i.e. a modem), or a discount structure that requires services remain active.

Carriage service provider (CSP)

has the meaning given in the Act.

Carrier

has the meaning given in the Act.

Charge

means the tariff or fee which a CSP levies for the provision of a [telecommunications good](#) or [telecommunications service](#) or a related transaction.

Charge accuracy [updated]

means the validity of [charges](#) and the correctness of the calculation of the *charges*.

Charge period [new]

means a period of time relating to [charges](#).

Code compliance and performance measurement framework [updated]

means the framework for industry compliance, auditing and reporting on the Code, as is described in Chapter 10 of this Code.

Communications Compliance [updated]

means the independent compliance assessment body that manages the Code's external assessment, audit and escalation processes.

Complaint

has the meaning given in the Complaints Standard.

Complaints Standard

means the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018*.

Compliance Assessment [new]

means the processes undertaken by Communications Compliance to determine whether a CSP is compliant with the Code.

Compliance Assessment Questionnaire [new]

means the questionnaire that forms part of the Communications Compliance Assessment.

Compliance Achievement Plan (CAP) [updated]

means a plan prepared by a CSP to document how, and in what timeframe, areas of non- or partial compliance with individual Code requirements will be addressed.

Compliance Assessment Report [new]

means the report provided to Communications Compliance as part of the Communications Compliance Assessment. It comprises of:

- (a) a completed Compliance Assessment Questionnaire;
- (b) any related evidence or documentation requested as part of that response;
- (c) the Compliance Attestation; and
- (d) where relevant, any Compliance Achievement Plan.

Compliance Attestation [updated]

means the statement signed by the CSP's CEO or a senior executive, to attest to the Compliance Assessment Report being, to the best of their knowledge, true and accurate, and to acknowledge, where relevant, any Compliance Achievement Plan(s).

Consumer [updated]

means:

- (a) an individual who acquires or may acquire a *telecommunications goods or service* for the primary purpose of personal or domestic use and not for resale; or
- (b) a business or non-profit organisation which acquires or may acquire one or more *telecommunications goods and services* which are not for resale and which, at the time it enters the *customer contract*:
 - (i) does not have a genuine and reasonable opportunity to negotiate the terms of the *customer contract*; and
 - (ii) has or will have an annual spend with the provider which is, or is estimated on reasonable grounds by the provider to be, no greater than \$40,000, but excluding any business or non-profit organisation which:
 - (1) is an account managed customer or integrated customer; or
Note: account managed customer and integrated customer have the same meaning as in the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022.
 - (2) is assessed on reasonable grounds by a CSP to not be small.

A reference to a *consumer* includes a reference to a *customer*.

Reasonably assessed not to be small

TCP Code protections are intended to provide additional protections for residential and genuinely small business customers – sole traders, 'mum and dad' businesses, etc – while excluding large enterprises, government and quasi-government organisations and multinational corporations.

There may be other reasonable mechanisms that a CSP can use to determine if a business is in scope (or not) in addition to those listed at (i) to (ii). This might include, for example:

- organisations that have over 50 services on their account,
- organisations using enterprise grade *telecommunications goods and services*.

Where a CSP determines that a business customer is not a small business, it must document the basis of its decision and be able to demonstrate that the business has been 'reasonably assessed' not to be a small business. The ACMA may at any time ask for documentary evidence to demonstrate that a 'reasonable assessment' has occurred.

Consumers in vulnerable circumstances [new]

means a [consumer](#) who is experiencing circumstances that cause vulnerability, either permanently or temporarily, due to (but not limited to):

- (a) financial hardship;
- (b) DFV;
- (c) living with identified needs (intellectual, mental, physical, sensory, neurological, or a learning disability);
- (d) personal or household accident or illness (mental, physical, sensory, neurological);
- (e) personal or family circumstances (e.g., bereavement, relationship breakdown, caring duties);
- (f) natural disaster or crisis event (e.g., fire, flood, drought);
- (g) age (very young or old);
- (h) living in a remote area;
- (i) experiencing homelessness;
- (j) poor reading, writing, numerical, or digital skills;
- (k) a first language other than English; or
- (l) a culturally diverse background or heritage.

Note: Vulnerability can emerge, change or be resolved over time, as the consumer's circumstances change. A consumer may experience vulnerability due to life events, socio-demographic characteristics, by possessing certain personal, cultural, or social characteristics or because of business practices and market conditions.

Corporate Reorganisation

means a reorganisation of the corporate group of which a CSP is a part with the result that a customer will be provided with telecommunications services by another CSP after that reorganisation is complete.

Credit Assessment

means a process used by a CSP to determine:

- (a) the risk of providing credit to a consumer; and
- (b) the consumers ability to repay a debt.

Credit Management [updated]

means the process by which a CSP:

- (a) helps customers to manage:
 - (i) their risk of debt associated with a telecommunications good or service; and
 - (ii) their expenditure; and
- (b) manages any credit risk to a CSP.

Credit management action [new]

means the process by which a CSP collects outstanding debts from customers.

Note: this may include collections activity, passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. Credit management actions do not include payment reminder notifications to customers.

Credit Reporting Body

has the meaning given in the Privacy Act.

Critical Information Summary (CIS)

means a summary document of a current offer, designed to enable consumers to find the *telecommunications service* that best suits their needs and circumstances by comparing offers.

Customer [updated]

means a consumer who has entered into a customer contract with a CSP. It includes both current and former customers.

A reference to a customer includes a reference to the customer's [authorised representative](#).

Customer Contract [updated]

means an arrangement or agreement between a CSP and a consumer for the supply of a *telecommunications good or service* to that consumer, including a SFOA.

Note: for the avoidance of doubt, this includes a pre-paid contract.

Customer Service Indicator Report (CSIR) [new]

means a report prepared using the CSR reporting definitions in the Code, for public reporting purposes.

Customer ID Authentication Determination [new]

means the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022.

Data

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.

Direct Debit [updated]

means a payment that is automatically deducted ('pulled') from a customer's nominated financial account by a CSP on an agreed date or on an agreed schedule. Direct debit requires authorisation from the account holder.

Direction to remedy [new]

means a direction given by Communications Compliance to a CSP to address an area of partial compliance.

Disconnection

means the termination by a CSP of a customer contract for a telecommunications service.

Disconnection notice [new]

means a notice informing a customer their service may be disconnected.

Discount

means a reduction in the charge.

Domestic and family violence (DFV) [new]

refers to a wide range of behaviours by a person(s) designed to create a dependency or to isolate, monitor, dominate, or control another person.

Note: The term 'domestic and family' does not seek to limit the definition to the immediate family or the domestic home. Abuse and violence occur within many personal relationships – intimate partners, immediate and extended family, communal and extended kinship relationships, and carer and guardianship arrangements.

'Violence' in this context consists of physical violence and other types of abuse that cause harm. Examples of abuse include life threatening communications, unwelcome communications, economic and financial abuse and technology-facilitated abuse.

Domestic and family violence terminology

For further guidance on DFV terminology, see G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline.

Durable medium [new]

means a format that can be easily stored, downloaded or reproduced for future reference by the consumer.

Note: this may be a physical (e.g., paper) or digital format (e.g., email, PDF, short message service (SMS), account records).

Emergency Service Number

has the meaning given in the Act.

End user [new]

means the person using a telecommunications service. An end user may or may not also be the customer. A reference to an end user includes a reference to their [advocate](#).

Essential information [new]

means a standard set of information about a telecommunications service being offered (advertised or sold). It includes:

- (a) the name of the CSP;
- (b) a description of the telecommunications service(s);
- (c) the minimum periodic cost (where calculable);
- (d) the minimum term of the offer;
- (e) the minimum quantifiable price of the offer;
- (f) the minimum term of any discounts or benefits (if applicable); and
- (g) information about the impact cancellation of the telecommunications service may have on any other telecommunications goods and services (if applicable).

Fee-free [new]

means free from any [charges](#) imposed by a CSP for processing a payment.

Note: fees imposed by a CSP relates to general processing fees that the CSP has visibility and direct control of (such as card surcharges), but does not include late payment fees.

Financial Hardship [updated]

has the meaning given in the Financial Hardship Standard.

Financial Hardship Standard [new]

means the Telecommunications (Financial Hardship) Industry Standard 2024.

Fixed charge telecommunications service [new]

means telecommunications service where the charges are a fixed amount in each *charge* period.

Force Majeure

means an unforeseen or uncontrollable force or event, such as fire, flood, earthquake, storm or other disturbance, whether caused by the elements, an act of God, war, strike, lockout, riot, explosion, insurrection, governmental action or another event of the same kind, which is not reasonably within the control of a party.

Fraud

means dishonestly accessing or using the telecommunications goods and services of a CSP, or attempting to do so, with the intent of securing unlawful gain or advantage by:

- (a) deceiving a CSP or any other person; or
- (b) not paying for the relevant telecommunications goods and services.

Fully compliant

means assessed by Communications Compliance to be fully meeting all audited Code requirements at the time of assessment.

Gaining Supplier

means the CSP to whom a telecommunications service is to be transferred.

Generally available network coverage [new]

means the information on a CSP's website describing its network coverage. This may include coverage maps or diagrams, with information about coverage in different scenarios (outdoor/external antenna, 4G/5G, etc.)

Note: AMTA's "Understanding coverage maps" resource explains how mobile network coverage works and outlines the agreement made by Australia's MNOs to align different levels of coverage and the terminology for these levels.

Guarantee

means a guarantee of a customer's obligations under a customer contract.

Guarantor

means an individual or company who guarantees a customer's obligations under a customer contract.

Hard cap

means a maximum amount applied to a customer's use of telecommunications services, which cannot be exceeded.

Included value plan

means a mobile post-paid service plan under which the customer receives a larger amount of monthly included value than the minimum monthly [charge](#) they pay (e.g. for \$50 per month, receive \$500 included value), to use on a combination of eligible services across standard national mobile Calls, standard national mobile SMS and national data usage, and the use of any of these three eligible services is not unlimited.

Itemised

means the detail(s) provided in relation to a particular [charge](#).

Itemised billing

means the provision of a [bill](#) that includes details for each [billed charge](#).

Larger CSP [new, updated – was 'large' and 100,000]

means a CSP with 30,000 or more services in operation.

Listed carriage service

has the meaning given in the Act.

Material change [updated]

means a significant change to a CSP's:

- (a) operations, arising from new or changed activities or services; or
- (b) systems and processes that affects its compliance obligations under this Code.

Manual payment method [new]

means a form of payment that is initiated and directly controlled ('pushed') by the customer. Examples include (but are not limited to): customer-scheduled transfers, electronic funds transfers, cash payments, over the counter payments, digital wallet, or credit card payment.

Material change compliance management form [new]

means a form submitted to Communications Compliance to advise of a change to a CSP's services or operations that affects its compliance with the Code. It includes a description of the change, and details the actions taken or underway to assure Code compliance and the timeframe in which compliance will be achieved.

Maximum charge information [new]

As defined in the Telecommunications Service Provider (International Mobile Roaming) Determination 2019.

Minimum periodic cost [new]

means the minimum cost for a consumer for the offer, based on the offer's payment cycle (e.g. a 28 day, 42 day, six monthly or annual payment cycle).

Minimum quantifiable price

means, in respect of a telecommunications *good or service*, the "single price" (as defined in section 48 of the [Australian Consumer Law](#)) for that telecommunications *good or service*.

Non-compliance [new]

means assessed by Communications Compliance to not be meeting a significant proportion of audited Code requirements, or to be substantially non-compliant with a Code requirement, at the time of assessment.

Offer [updated]

means a standard plan that is made by a CSP for the provision of telecommunications goods and services that is available to a consumer or consumers as a class.

Partial compliance [new]

means assessed by Communications Compliance to not be meeting all audited Code requirements in one or more areas at the time of assessment, but has not reached the threshold for a determination of non-compliance.

Personal information

has the meaning given to it in the *Privacy Act*.

Plain language [new]

means the use of simple, clear and straightforward language. Plain language simplifies complex ideas for easy understanding. It avoids complicated words and keeps sentences short. It allows for inclusive and efficient communication. It makes information easier to retain.

The importance of plain language

Consumers are more likely to engage with information that is presented in a straightforward and understandable manner.

Plain language is particularly important when communicating with a diverse audience or when conveying important information, by reducing the risk of misinterpretation or confusion.

It is especially important for effective communication with consumers with English as a second language, as well as those disabilities or learning difficulties – the goal is to communicate in a way the average 12-14 year-old would be able understand.

Periodic price [new]

means the price for a telecommunications *good or service* over a defined period. For example, a month-by-month telecommunications *good or service* would provide a periodic price of 1 month. A 365-day prepaid recharge would display the annual recharge cost as its periodic price.

Post-paid service

means a telecommunications service that can be used fully or in part prior to being paid for by the consumer.

Pre-paid service

means a telecommunications service that must be paid for by the consumer before it is used.

Note: A pre-paid service may provide the ability for a consumer, prior to or without any payment, to make some calls and access some services for which no charges are incurred, including calls to the emergency service number and calls to 1800 numbers.

Privacy Act

means the Privacy Act 1988 (Cth).

Prominently displayed [updated]

means conspicuously presented in clear font and in a prominent and visible position.

Reasonable assistance

means assisting the consumer with their interpretation needs to help them understand the key features and obligations of the sale, [account support](#) etc. In practice, this might mean staff speaking the language, or referral to the free interpretation service.

Receipt [new]

means a record of [charges](#) paid.

Regulator

means any of the following: ACCC, ACMA, ASIC and any government body in any State or Territory responsible for the administration of all or part of the legislation referred to in cl 2.2.1.

Remedial Compliance Action Plan (RCAP) [new]

means a plan prepared by a CSP to document how, and in what timeframe, areas of non-compliance will be addressed.

Remedial Compliance Action Plan (RCAP) Progress Reports [new]

means a report submitted by a CSP to Communications Compliance on progress made in addressing areas of non-compliance, measured against a CSP's [approved Remedial Compliance Action Plan](#).

Residential consumer

Residential consumer means an individual who acquires or may acquire a telecommunications good or service for the primary purpose of personal or domestic use and not for resale.

Resolve

when used in connection with a complaint, means the bringing of that complaint to a conclusion in accordance with the requirements of the Complaints Standard.

Restriction [updated]

means prevention of access to or use of one or more elements of a telecommunications service by a CSP. Access to emergency service numbers is not impacted.

Restriction notice [new]

means a notice informing a customer that their telecommunication service may be restricted due to credit management.

Restriction point [updated]

means the threshold at which a restriction is to occur.

Rights of use (ROU) holder [updated]

has the meaning given in C566 Number Management – Use of Numbers By Customers Industry Code.

Rules [updated]

means a CSP-specific obligations under this Code.

Sales staff [updated]

means a person engaged primarily to sell or promote telecommunications goods and services to consumers. The person may be engaged directly or indirectly by a CSP.

Note: for clarity, a cashier at a retail outlet would not be considered a sales staff for the purpose of this Code.

Security deposit

means a sum of money paid by a customer to a CSP:

- (a) for the purpose of securing the customer's payment of [charges](#) in the event of non-payment; and
- (b) with the intention of being returned to the customer at the conclusion of the supply relationship between a CSP and the customer subject to the customer's payment in full of all charges.

Services-in-operation (SIO) data [updated]

means the total number of active telecommunications services supplied by a CSP on the last day of the record-keeping period, as defined in the *Telecommunications (Consumer Complaints) Record Keeping Rules 2018*.

Shaping

means where a CSP deliberately controls the maximum data transfer rate on a fixed service when the customer has exceeded the specified data allowance.

Special promotion [updated]

means an offer of limited duration, limited quantity or offered to a limited sub-set of consumers.

Note: for example, discounts off telecommunications goods or components of telecommunications services as a once-off promotion for members of a local gym or a special discount for the staff of a business customer of a CSP.

Spend management tools

means a tool available to a customer or applied by a CSP to assist the customer to take timely action to limit and/or manage their expenditure or usage allowance on a particular telecommunications good or service.

Standard form customer contract

means a CSP's current standard form of agreement for contracting with consumers.

Standard form of agreement (SFOA)

has the meaning given in the Act.

Standard national mobile call

means a mobile voice telephone call from a CSP's mobile service to another CSP's mobile service (off-net) during peak time where the calling and receiving parties are in Australia.

Standard national mobile SMS

means a mobile short message containing a maximum of 160 characters from a CSP's mobile service to another CSP's mobile service (off-net) during peak-time where the sending and receiving parties are in Australia.

Standard telephone service

has the meaning given to it in the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Suspension [updated]

means the prevention of access to or use of a telecommunications service by a CSP. Access to emergency service numbers is not impacted.

Suspension notice [new]

means a notice informing a customer their telecommunication service may be suspended.

Targeted advertising

means advertising in a language other than English means advertising that is wholly or predominantly in another language.

Note: It does not include, for example, single words or short phrases in other languages that are included for effect as part of an advert.

Telecommunications goods

means any goods supplied by a CSP for use in connection with the supply of a telecommunications service.

Telecommunications service

means:

- (a) a listed carriage service or any service supplied by a CSP in connection with that service; or
- (b) a content service (other than a subscription broadcasting service or a television subscription narrowcasting service) provided by a CSP in connection with the supply of a listed carriage service.

Third party charges

means [charges](#) collected by a CSP on behalf of another commercial entity, for any goods and services provided by that other commercial entity.

Timed call

means a call for which a [charge](#) is calculated according to the duration of the call.

Telecommunications Industry Ombudsman (TIO)

means the Telecommunications Industry Ombudsman appointed under the Telecommunications Industry Ombudsman scheme referred to in the Act.

Transfer

means the transfer of all or part of a consumer's telecommunications service from one CSP to the gaining supplier.

Trauma-informed [new]

means a response developed with an awareness of the signs and symptoms of trauma, with supporting material in place to handle the issues safely while reducing the risk of re-traumatisation (either of the affected person and/or any staff involved in any DFV response).

Note: The five guiding principles of a trauma-informed response are:

- *safety (physical and emotional);*
- *choice; collaboration;*
- *trustworthiness; and*
- *empowerment.*

Usage information

means information about how a customer has used their telecommunications service, such as call records, SMS volume or data consumption.

Usage notifications [updated]

means electronic notifications of usage.

Unbilled charges

means [charges](#) relating to a telecommunications good or service which have been incurred by a customer and of which a CSP is aware, but which a CSP has not yet included in a bill.

Untimed call

means a call where the applicable *charge* is not calculated according to the duration of the call.

Variable charge telecommunications service

means a telecommunications service where the [charges](#) are not a fixed amount in each [billing period](#) but can vary depending on usage.

Verification

means the process performed by a proposed gaining supplier prior to effecting a transfer, pursuant to which such gaining supplier enlists a person or procedure (independent of the sales staff who procured the transfer) to confirm with the consumer the consumer's request to transfer.

Working day [updated]

means any day from Monday to Friday (inclusive) other than a National Public Holiday (a day on which a public holiday is declared by all States and Territories).

1.3. Acronyms

ACCAN

means the Australian Communications Consumer Action Network.

ACCC

means the Australian Competition and Consumer Commission.

ACMA

means the Australian Communications and Media Authority.

ASIC

means the Australian Securities and Investments Commission.

AVC ID

means *access virtual circuit identifier*.

CIS

means *critical information summary*.

CSP

means *carriage service provider*.

DFV

means *domestic and family violence*.

KFS

means *key fact sheet*.

MMS

means *multimedia message service*.

MoS

means *measures of success*.

POS

means *point of sale*.

ROU

means *rights of use*.

SMS

means *short message service*.

SFOA

means *standard form of agreement*.

TIO

means the Telecommunications Industry Ombudsman.

2. GENERAL

Summary

This chapter covers the administrative elements of the Code.

2.1. Introduction and scope

Code status

- 2.1.1. Section 112 of the Telecommunications Act 1997(Cth) sets out the intention of the Commonwealth Parliament that bodies and associations representing sections of the telecommunications industry develop industry codes relating to the telecommunications activities of participants in those sections of the industry. [1.1.1]
- 2.1.2. The Code replaces TCP Code C628:2019 Incorporating Variation No.1/2022 three months after registration. [updated 1.1.2]

Registration with the ACMA

- 2.1.3. The Code is registered with the Australian Communications and Media Authority (ACMA) for registration pursuant to section 117 of the Act. [1.3]
- 2.1.4. Registration date [placeholder pending registration by the ACMA], [new]

Commencement date

- 2.1.5. This Code will come into effect 6 months after registration by the ACMA, except as specified in cl 2.1.6. [updated 1.6]
- 2.1.6. Compliance with the following clauses may be delayed: [1.6.1]
 - (a) [placeholder – refer to comments and discussion points in cover letter addendum]
- 2.1.7. Compliance with the reporting requirements in Chapter 10 will come into effect [placeholder - refer to comments and discussion points in cover letter addendum].

Scope

- 2.1.8. The Code applies to [carriage service providers](#) in respect of their relationship with consumers. [1.4.1]
- 2.1.9. The Code applies to the *carriage service providers* section of the telecommunications industry under section 110 of the Act. [1.4.3]
- 2.1.10. The Code deals with the following activities as defined in section 109 of the Act: [1.4.2]
 - (a) carrying on business as a *carriage service provider*; and
 - (b) supplying goods or services for use in connection with the supply of a listed carriage service.
- 2.1.11. The Code does not apply to matters covered by codes or standards registered or determined under the Broadcasting Services Act 1992 (Cth) as required by section 116 of that Act. [1.4.4]

Compliance with the Code

2.1.12. [CSPs](#) must comply with the rules in Chapters 2 to 10. [1.5.1]

Note: if there is a conflict between the requirements of the Code and any requirement imposed on a CSP by statute or by a regulator, a CSP will not be in breach of the Code by complying with the statute or the requirements of the regulator. Compliance with the Code does not guarantee compliance with any legislation or the requirements of any regulator. The Code is not a substitute for legal advice. [1.2.3], [1.2.2]

Communications Alliance also works with Communications Compliance to provide resources CSPs to assist them in meeting their obligations under the Code. [Guidance, 10.9]

2.2. Relevant documents

2.2.1. The Code should be read in conjunction with: [updated 1.2]

(a) legislation and regulation (mandatory), including the current versions of:

- (i) the Telecommunications Act 1997 (Cth);
- (ii) the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);
- (iii) the Competition and Consumer Act 2010 (Cth) including the [Australian Consumer Law](#);
- (iv) the Disability Discrimination Act 1992 (Cth);
- (v) the Racial Discrimination Act 1975 (Cth);
- (vi) any other relevant equal opportunity legislation;
- (vii) the Privacy Act 1988 (Cth);
- (viii) the Spam Act 2003 (Cth);
- (ix) the Do Not Call Register Act 2006 (Cth);
- (x) the Online Safety Act 2021 (Cth);
- (xi) the Telecommunications (Financial Hardship) Industry Standard 2024;
- (xii) the Telecommunications service Provider (Customer Identity Authentication) Determination 2022;
- (xiii) the Telecommunications service Provider (International Mobile Roaming) Determination 2019; and
- (xiv) the Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2017.

(b) industry codes (mandatory), including:

- (i) C525 Handling of Life Threatening and Unwelcome Communications Industry Code;
- (ii) C556 Number Management – Use of Numbers by Customers Industry Code;
- (iii) C661 Reducing Scam Calls and Scam SMS Industry Code; and
- (iv) C647 NBN Access Transfer Industry Code.

(c) industry guidance, including:

- (i) ACCC industry guide: "Consumer vulnerability: A business guide to the Australian Consumer Law", November 2021;
- (ii) ACMA industry guide: Statement of Expectations for Vulnerable and Disadvantaged Consumers, May 2022;
- (iii) ACCC industry guide: "Broadband speed claims: Industry guidance", October 2022;
- (iv) G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline;
- (v) G652 NBN Migration Management Industry Guideline;
- (vi) G612 Customer Requested Barring Industry Guideline.
- (vii) IGN 010 Communications Alliance Industry Guidance Note: Customer Process – Handling of Life Threatening and Unwelcome Communications;
- (viii) IGN 017 Communications Alliance Industry Guidance Note: Authorised Representatives and Advocates;
- (ix) IGN 013 Communications Alliance Industry Guidance Note: Sales Practices and Credit and Debt Management.
- (x) ASIC, ACCC industry guide: "Debt collection guideline: for collectors and creditors", April 2021;
- (xi) ASIC, ACCC consumer guide: "Dealing with debt collectors: your rights & responsibilities", December 2020;
- (xii) Web Content Accessibility Guidelines (WCAG), <https://www.w3.org/WAI/standards-guidelines/>; and
- (xiii) AMTA industry guidance: "Understanding coverage maps", <https://amta.org.au/understanding-coverage-maps/>.

2.3. Code Review and revision

2.3.1. The Code will be reviewed, and where necessary revised, as follows: [1.7]

- (a) new Code review: A new Code review will be opened one month after the first Code Assessment window for a new Code has closed. It is a limited review, with the primary focus being to consider and address any Code drafting issues. It may also consider whether any minor updates to the Code are required (e.g. to update references).
- (b) ad hoc Code review: An ad hoc Code review will be opened as required. It is a limited review, with the primary focus being to make minor updates to the Code. It may also consider any Code drafting issues that have become apparent since the new Code review.
- (c) full Code review: A full Code review will be opened at least every 4 years after registration by the ACMA.

Note: As the name suggests, this is a full review and revision process.

Communications Compliance input to the Code review and revision process

Communications Compliance will seek to understand and document the reasons for partial- and non-compliance as part of its Compliance Assessment process each year. It will then provide relevant information to Communications Alliance (in a de-identified manner, in line with Communication Compliance's privacy policy), to assist inform Code reviews.

DRAFT

3. ORGANISATIONAL CULTURE AND GOVERNANCE

Summary

This chapter covers the expectations and requirements for every CSP to enable inclusive, fair and reasonable consumer outcomes through its organisational culture, policies, training and governance arrangements.

This chapter sets out rules for CSPs to achieve this outcome by:

- fostering a culture of compliance by clearly articulating, supporting and championing consumer protection measures from the CEO level down;
- embedding and reinforcing a culture of compliance through policies, supporting material, training, and governance arrangements; and
- providing appropriate training and supporting material to staff to enable them to assist and support all consumers, including *consumers in vulnerable circumstances*.

3.1. Organisational Culture

Organisational culture

- 3.1.1. A [CSP](#) must have processes to support an organisational culture of compliance with the Code. [\[3.3.1\]](#)
- 3.1.2. A senior executive for the CSP must oversee the implementation and operation of policies, supporting material, training, and resources to support compliance with this Code. [\[new\]](#)

3.2. Policies, supporting materials, and training

Policies and supporting materials

- 3.2.1. To support a culture of compliance with this Code, a [CSP](#) must have internal policies and supporting materials on the following: [\[3.3.1\]](#)
- (a) support for *consumers*, as detailed in Chapter 4, including: [\[3.4.1, 3.4.2\]](#)
 - (i) *consumers in vulnerable circumstances*; [\[3.4.1, 3.4.2\]](#)
 - (ii) accessibility (including digital accessibility); and [\[new\]](#)
 - (iii) DFV; and [\[new\]](#)
 - (b) responsible selling practices, as detailed in Chapters 5 and 6; [\[3.3.1\]](#)
 - (c) customer service and account management, as detailed in Chapters 7 and 8; and [\[3.3.2, new\]](#)
 - (d) credit management, debt management, and disconnection, as detailed in Chapter 9. [\[3.4.1\(b\)\]](#)

Staff training: company-wide

- 3.2.2. To support a culture of compliance with this Code, a CSP must provide company-wide staff training on the Code, including awareness of: [\[3.3.3\]](#)
- (a) the scope of the Code; [\[3.3.3\]](#)
 - (b) support for *consumers in vulnerable circumstances*; [\[3.4.1, 3.4.2\]](#)

- (c) DFV; [new]
 - (d) responsible selling practices; and [3.3.2, 3.4.2, 4.5.1(c), 4.5.1(f)]
 - (e) customer service. [3.3.2, new]
- 3.2.3. Company-wide staff training must occur: [new]
- (a) at induction; and
 - (b) as an annual refresher.

Company-wide training

Company-wide training is intended to provide staff in any role that can reasonably influence customer outcomes with a broad understanding of TCP Code requirements, thereby reducing the chance that a non-compliant policy, process or practice may unintentionally be designed or implemented. For example, understanding how certain features may be used by a DFV perpetrator may lead to IT staff designing a service differently or change Marketing's approaching to sales.

For clarity, it is not expected that roles with no association or influence over customer outcomes receive TCP Code training (office cleaners, building maintenance staff, or administrative or other roles with no influence on customer outcomes).

Staff training: customer facing staff

- 3.2.4. Company-wide training must be supplemented by appropriately tailored training to suit their specific roles and responsibilities for relevant customer facing staff and their managers on compliance with this Code. This includes training on:

- (a) identifying and supporting consumer needs; [3.2.2, 3.2.3, 4.5.1(f)]
- (b) account management; [new]
- (c) responsible selling; [3.4.2, 4.5.1(c), 4.5.1(f), 4.5.2(a)]

Note: this includes all sales staff.

- (d) DFV; and [new]

Note: this includes (if relevant) all customer facing staff, specialist DFV staff and staff working in areas likely to deal with DFV-related issues (e.g. sales, credit management, debt management, collections, financial hardship, fraud, privacy and escalated complaints management) [new]

- (e) credit management, debt management and disconnection. [3.4.1(b)]

Note: this includes (if relevant) collections, debt management, and credit management staff, and staff in other roles likely to deal with debt issues (e.g. sales, DFV, fraud, privacy, and escalated complaints management). [new]

Note: training specifics will vary depending on a CSP's structure, size, target customers base, and physical and geographical reach. CSPs are expected to be able to demonstrate that they have evaluated these variables when determining what training is required for each role. [new]

- 3.2.5. Customer facing staff training must occur: [new]
- (a) at induction to a role; and
 - (b) as an annual refresher.

Inclusive design when developing policies, supporting materials, and training.

Inclusive design concepts can guide a CSP on appropriate responses to diversity in the population through:

- developing processes that seek to provide the best possible handling of the population;
- incorporating plain language and digital accessibility principles;
- reducing the level of ability required to use a process or product, to improve the user experience for a broad range of customers in a variety of situations;
- developing a family of products and derivatives to provide the best possible coverage of the population; and
- ensuring that each individual product has clear and distinct target users.

Inclusive design does not suggest that it is always possible (or appropriate) to design one product or solution to address the needs of the entire population. Specialist solutions may still be required to satisfy the needs of some *consumers in vulnerable circumstances*.

Reference and for more information: [University of Cambridge Inclusive Design Toolkit](#).

Monitoring

- 3.2.6. A CSP must have processes to monitor for compliance with the Code, including:
- (a) interactions with customers, to assess whether staff are proactively identifying *consumers' needs and circumstances*, including for DFV; [updated 4.5.1(d)]
 - (b) the conduct of sales staff, to assess if staff are selling responsibly; [4.5.1(d)]
 - (c) complaints about the sales conduct of its sales staff to identify possible instances of inappropriate selling; and [4.5.1(e)]
 - (d) complaints about inaccurate information regarding an *offer the customer has relied on when making a purchasing decision*. [4.4.1(c)]
- 3.2.7. A CSP must have processes to address emerging or systemic deficiencies identified as part of its monitoring activity in cl 3.2.6. [updated and broader 4.5.1(d)]
- 3.2.8. A CSP must have processes to review the effectiveness of training associated with TCP Code compliance and make relevant changes as required. [new]
- 3.2.9. A CSP must have processes to monitor average wait times: [4.7.1(b)]
- (a) experienced by customers to communicate with a CSP about a customer service enquiry; and [4.7.1(b)]
 - (b) seek to keep the average wait times to a reasonable minimum in the circumstances. [4.7.1(b)]
- 3.2.10. A CSP must have processes to monitor the level of first contact resolution of customer service enquiries, and: [4.7.1(c)]
- (a) take reasonable steps to understand the root causes for why enquiries cannot be resolved at first contact; and [4.7.1(c)]
 - (b) address those root causes. [4.7.1(c)]
- 3.2.11. A CSP must seek feedback from customers about the CSP's effectiveness when dealing with customer enquiries, and use any feedback obtained to; [4.7.2]

- (a) identify any systemic issues; and [4.7.2(a)]
 - (b) take reasonable steps to implement improvements to its customer service processes. [4.7.2(b)]
- 3.2.12. A CSP must have processes to ensure appropriate action is taken against staff who engage in misleading conduct. [3.3.4]
- 3.2.13. A CSP must have processes to ensure appropriate action is taken against staff who are rude to or harass consumers. [3.3.4]
- 3.2.14. A CSP must monitor complaints to identify possible inaccurate essential information in advertising. [4.4.1(c)]
- 3.2.15. Once a CSP is aware that an advertised offer contains inaccurate essential information, it must take action to correct the advertisement in a reasonable timeframe. [4.4.1(b)]

Note: a reasonable timeframe will depend on the advertising medium used. For example, changing online advertisements is faster than updating billboards or television commercials.

3.3. Promoting the Code

- 3.3.1. A CSP must promote awareness of the Code to consumers. [updated 10.2(a)]

Note: A CSP may achieve this through the sharing of Communication Alliance's plain-language consumer brochure that explains the key consumer safeguards covered by the TCP Code, or equivalent branded material. [10.2. 10.9. Note: consumer brochure to be updated]

4. SUPPORTING THE CONSUMER

Summary

This chapter covers expectations on [CSPs](#) to enable inclusive, fair and reasonable consumer outcomes through support for consumers and their [authorised representatives](#) or [advocates](#).

It sets out requirements on CSPs to achieve this outcome by:

- providing information to consumers in a clear and accurate manner;
- having consideration of *consumers in vulnerable circumstances* when designing systems and providing support;
- providing information in accessible formats for customers with varying needs; and
- supporting the appointment of *authorised representatives* and *advocates*.

This chapter needs to read in conjunction with [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements.

4.1. Communicating with consumers

Clear and effective communication

4.1.1. A [CSP](#) must have policies, supporting materials, and training to ensure it communicates with *consumers*:

- (a) in plain language; [\[3.1.1\]](#)
- (b) in a clear and accurate manner; [\[3.2.1\]](#)[\[4.3.1\]](#)
- (c) in a way that is inclusive and appropriate to the *consumers' needs and circumstances*, including for *consumers in vulnerable circumstances*; and [\[3.2.3\]](#)

Note: inclusive and appropriate includes reducing the complexity of a CSPs communication processes, to improve the user experience for a broad range of consumers in a variety of situations.

- (d) in a digitally accessible format (where applicable). [\[new\]](#)

Note: see cl 4.1.7.

4.1.2. A CSP must ensure staff who deal directly with *consumers* are trained and resourced to:

- (a) assist and support *consumer enquires*, including those identified as *consumers in vulnerable circumstances*; [\[4.5.2\(a\)\]](#), [\[3.4.2\]](#)
- (b) assist *consumers* understand their telecommunications goods and services; and [\[4.5.2\(a\)\]](#)
- (c) interact with *consumers* courteously and fairly. [\[3.3.2\]](#)

Further resources to support effective communication

- Reading Writing Hotline: Reader friendly communication – A guide to using plain language
- The Australian Government Style Manual <https://www.stylemanual.gov.au>
- Accessible Telecoms: <https://www.accessibletelecoms.org.au>, a free service to find independent and up-to-date information on telecommunication goods and services that are suitable for seniors and people with disabilities.
- Accesshub: <https://www.accesshub.gov.au>, a government website with information and resources for the deaf community.
- Global Accessibility Reporting Initiative (GARI): <https://www.gari.info/findphones.cfm>, to find a device that has the accessibility features that work for them.
- ACCC: Selling to Consumers with disabilities – A guide to competition and consumer law for businesses selling to and supplying consumers with disability.
- ACCC: Consumer vulnerability - A business guide to the [Australian Consumer Law](#)
- Disability Awareness: <https://disabilityawareness.com.au>
- Design for Dignity Guidelines <https://and.org.au/DFD>

Language

4.1.3. A CSP must ensure that its customer-facing staff are able to communicate effectively with *consumers* in the CSP's primary language of operation. [3.2.2]

4.1.4. Where a CSP has targeted advertising in a language other than English, the CSP provide at no cost to the *consumer* the following in that language: [expanded 3.1.2]

- (a) essential information; and
- (b) reasonable assistance.

Note: reasonable assistance includes support for sales, [account support](#), and credit management.

4.1.5. A CSP must provide at no cost to the *Consumer*: [new]

- (a) the contact details of an interpreter service in at least 5 'community languages'; and [new]
- (b) contact details for the National Relay Service. [new]

4.1.6. The contact details referred to in cl 4.1.5 must be displayed as part of the contact information on the CSP's website. [new]

Note: this is in addition to the requirements to publish contact detail on the CIS (see cl 5.1.5) and on the [bill](#) (see cl 8.1.7(t)).

Displaying information about community languages

Community languages refers to the commonly spoken languages used in the relevant community. For example:

- the CSP's specific customer base;
- the CSP's target demographic; or
- languages commonly used in Australia (based on public data e.g. from the ABS)

An example of how this information might be displayed is provided below:

Translating and Interpreting Service (TIS National): 131 450

- Service de traduction et d'interprétation (TIS National)
- 笔译和口译服务 (TIS 国家)
- 翻訳・通訳サービス (TIS ナショナル)
- अनुवाद और दुभाषिया सेवा (टीआईएस नेशनल)
- Dịch vụ Biên phiên dịch (TIS National)

Digital accessibility

- 4.1.7. When developing new digital content (websites, applications and content), a CSP must, at a minimum, conform to Level AA of the current Web Content Accessibility Guideline (WCAG). [\[updated 3.2.5\]](#)

Digital accessibility obligations

WCAG standards are developed by the World Wide Web Consortium (W3C), and cover digital accessibility, including web, mobile and applications.

The Web Accessibility Initiative (W3C) website publishes updates to the WCAG, to allow organisations to comply with new updates as soon as possible after they are released.

Further expectations on accessibility can be found in the Disability Discrimination Act, and guidance published on the Human Rights Commission's website.

4.2. Consideration of consumers in vulnerable circumstances

Supporting consumers in vulnerable circumstances

- 4.2.1. A [CSP](#) must support the telecommunications needs of *consumers* in vulnerable circumstances, including by: [\[new\]](#)
- (a) assisting *consumers* to self-identify as experiencing vulnerability; [\[new\]](#)
 - (b) having processes to proactively identify *consumers in vulnerable circumstances*; and [\[new\]](#)
 - (c) ensuring staff who deal directly with *consumers* are trained and resourced to:
 - (i) identify *consumer* telecommunications needs; [\[concept from 3.4.1\(a\), 3.4.2\]](#)
 - (ii) identify consumers in vulnerable circumstances; [\[concept from 3.4.1\(a\)\]](#)
 - (iii) advise *consumers* about any offers the *CSP* has that may suit identified needs or circumstances; and [\[3.4.2\], \[4.5.2\(a\), 4.5.1\(f\)\]](#)
 - (iv) refer consumers to relevant external services, where required. [\[new\]](#)

Understanding vulnerability under the ACL

The ACCC publication "[Consumer vulnerability: A business guide to the Australian Consumer Law](#)" provides guidance on rules for all Australian businesses under the [Australian Consumer Law](#).

Meeting consumer needs

- 4.2.2. Where a *consumer* has disclosed a particular need or circumstance to a *CSP*, the *CSP* must: [4.5.2]
- (a) advise the *consumer* of any offers it has that may suit those needs or circumstances. This must include providing information about lower-cost options offered by the *CSP*, where appropriate; and [4.5.2(b)]
 - (b) assist *consumers* to access further information about its *telecommunications goods and services* which may suit specific disclosed needs or circumstances. [4.5.2(c)], [4.5.2(d)]

Identified needs or circumstances

A consumer's identified needs or circumstances could include anything from needing large amounts of data, or data sharing amongst family members, to wanting a plan that offers the best deal for calling a designated country regularly, certain budgetary needs, or products with accessibility features.

Identified needs or circumstances also includes the needs of people living with a disability or those in other potentially vulnerable circumstances.

Supporting consumers affected by domestic and family violence

- 4.2.3. A *CSP* must have and implement policies and supporting materials on DFV. [new]
- 4.2.4. A *CSP's* DFV policies, supporting materials, and training must: [new]
- (a) emphasise safety (of the affected *consumer* and *CSP* staff); [new]
Note: It is never appropriate for a CSP to require that a consumer be required to involve their alleged perpetrator in any discussion. Such actions could put lives at risk.
 - (b) be trauma-informed; [new]
 - (c) include information on common forms of DFV associated with a telecommunications good or service; [new]
 - (d) clearly set out how the *CSP* will identify and support consumers affected by DFV; [new]
 - (e) ensure that a *CSP's* obligations, communication channels, support and escalation requirements (external and internal) are clear and accurate; and [new]
 - (f) align with and appropriately reference mandatory *consumer* obligations under other instruments (e.g. the Financial Hardship Standard). [new]
- 4.2.5. A *CSP* must not require evidence of DFV as a pre-requisite for general assistance and support under the *CSP's* DFV policy. [new]

- 4.2.6. A CSP may require specific information to support particular actions under their DFV policy, to support compliance with other legal or regulatory obligations. **[new]**

Note: For example, this may include a statutory declaration or letter from a support service to establish their circumstances, or information to establish that the requesting party is the end-user of a service, when undertaking a rights of use change for a service or investigating fraud.

- 4.2.7. Where further information is requested under cl 4.2.6, a CSP must only request and retain the minimum amount of information to meet their legal or regulatory obligations. **[new]**

Note: CSPs should request and retain only the minimum amount of information to enable them to meet their legal or regulatory obligations. Consideration should be given to the re-traumatising impact of the request.

- 4.2.8. A CSP must publish on its website a list of one or more external DFV support services. **[new]**

Developing a response to DFV

It is important that DFV policies, supporting materials and training is company-specific to ensure a safe and comprehensive DFV response, as it facilitates a response that fits the organisation's size, structure, and way of operating.

Additionally, policies, supporting materials and training should make it clear that a flexible response to assisting consumers affected by DFV is necessary; there is not a 'one-size-fits-all' solution, the safe and appropriate response can vary depending on the consumer's circumstances.

For detailed guidance for CSPs on how to manage DFV and how to develop comprehensive, company-specific DFV policies, supporting materials and training, see Industry Guideline G660: Assisting Consumers Affected by Domestic and Family Violence.

Domestic and family violence – customer facing staff training

- 4.2.9. When developing appropriately tailored DFV training for relevant customer facing staff and their managers, a CSP must: **[new]**
- (a) ensure staff understand the specific legal and regulatory obligations relevant to their role as they relate to DFV; **[new]**
 - (b) educate staff on common forms of DFV associated with a telecommunications good or service; **[new]**
 - (c) include information to help staff: **[new]**
 - (i) understand (at a high level) the nature and impact of DFV; **[new]**
 - (ii) recognise and safely respond to DFV as it is likely to present to them, in their role; and **[new]**
 - (iii) manage and safely respond to DFV-associated issues; **[new]**
 - (d) ensure staff are familiar with all relevant policies and support materials; and **[new]**
 - (e) educate staff on vicarious trauma. **[new]**

Staff training

Working with a reputable training provider with DFV expertise to develop and review DFV staff training will allow training material to reflect both current best practice on DFV-specific issues and a CSP's company-specific needs (e.g. to support a CSP's policy and supporting materials).

A list of DFV training providers is found in G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline, Appendix 3: Training resources for RSPs.

4.3. Authorised representatives

4.3.1. A [CSP](#) must ensure that *customers* can appoint an [authorised representative](#) to act on their behalf, if the *customer* requires. [3.5.1]

4.3.2. A CSP must:

- (a) provide *customers* with access to information about how to appoint an *authorised representative*; [3.5.1(d)]
- (b) ensure that the process to appoint an *authorised representative* is accessible; and
- (c) advise the *customer* of the level of authorisation granted. [3.5.1(b)]

Note: An authorised representative may be granted the power to act on the customer's behalf as if they were the customer, or may be granted limited, defined rights. [3.5.1(b)]

4.3.3. Before accepting a person as a *customer's authorised representative*, a CSP must:

- (a) obtain the *customer's* authority, through: [3.5.1(a)]
 - (i) an appropriate form of authority such as a letter of authorisation; or [3.5.1(a)]
 - (ii) copy of the relevant power of attorney; or [3.5.1(a)]
 - (iii) other reasonable form of authorisation as may be reasonably required by the CSP; and [3.5.1(a)]
- (b) keep a record of the circumstances and when the *authorised representative* was appointed by the *customer*; and [3.5.1(c)]
- (c) keep records of notification(s) to the CSP of any relevant change in the *customer's* circumstance, including the death of a *customer* or the making of a guardianship order for a *customer*. [3.5.1(e)]

Authorised representatives

Further information on *authorised representatives* can be found in Communications Alliance Advocates and Authorised Representatives Industry Guidance Note (IGN 017).

Further requirements about *authorised representatives* can be found in the *Customer ID Authentication Determination*.

4.4. Advocates

4.4.1. A [CSP](#) must make it easy for consumers to communicate with it using an [advocate](#). [3.6.1]

- 4.4.2. A CSP must advise the *consumer* that a person acting as their *advocate* has no power to act on the *consumer's* behalf and has no access to their information (unless the *consumer* is present and agrees). [3.6.2]
- 4.4.3. A CSP must not allow an *advocate* to establish or make changes to a *customer's* account or *telecommunications service* unless the *advocate* is also the *customer's authorised representative*. [3.6.3]

Advocates

Further information on *advocates* can be found in the Communications Alliance Advocates and Authorised Representatives Industry Guidance Note (IGN 017).

4.5. Tools for preventing unauthorised account access

- 4.5.1. A [CSP](#) must make available, at no cost, information about:
- (a) any tools it offers to prevent unauthorised access to or use of a *customer* account or *telecommunications services*, and: [3.8.1]
 - (b) how to obtain assistance to use those tools. [3.8.1(a)]
- 4.5.2. Where a CSP offers tools to prevent unauthorised account access at a cost, the cost must be clearly disclosed. [3.8.1(b)]

Tools to prevent unauthorised access

Tools to help *customers* prevent fraudulent access to their account or telecommunications services include:

- a password or personal identification number (PIN);
- personal or account knowledge requirements;
- confirmation of a unique verification code;
- proof of direct and immediate access to the service or contact details; or
- proof the requesting person is the customer, such as an ID or biometric check.

Requirements on preventing unauthorised account access for high-risk transactions can be found in the *Customer ID Authentication Determination*.

4.6. Retention of personal information

Note: Appendix [X, pending drafting] summarises for how long all [CSPs](#) must retain customers' personal information [new]

- 4.6.1. A CSP not required to comply with the Australian Privacy Principles contained in the Privacy Act must take reasonable steps to ensure that a *consumer's* personal information is protected from misuse, interference, loss, unauthorised use, or disclosure. Reasonable steps include: [3.7.1, 3.7.2]
- (a) having procedures for storing *customer's* personal information in its possession; [3.7.2(a)]
 - (b) having procedures to keep its *customer's* personal information in its possession secure; [3.7.2(b)]

- (c) restricting access to customer's personal information to personnel who are authorised by the CSP; [3.7.2(b)]
- (d) having systems and/or procedures in place for detecting unauthorised access; [new]
- (e) having a data breach response plan; and [new]
- (f) ensuring its staff understand that they may face disciplinary action if they breach the CSPs privacy procedures. [3.7.2(c)]

Privacy Act

The Privacy Act regulates how personal information (PI) is managed by the Australian government and larger organisations. The Australian Privacy Principles are the cornerstone of the Act's privacy protection framework; the principles-based law governing the collection, use, disclosure of personal information, and the governance and accountability principles that apply to organisations collection PI.

Some smaller CSPs are, at the time of this Code's publication, not subject to the requirements of the Privacy Act. Section 4.6 provides protections for consumers of those CSPs through obligations that reasonably align with the obligations in the Privacy Act.

The Privacy Act is currently under review and may be extended to cover smaller organisations. For clarity, any organisation that is bound by the Privacy Act does not need to comply with section 4.6 of this Code.

The independent national regulator for privacy is the Office of the Australian Information Commissioner (OAIC). Resources to assist smaller organisations protect PI is available on the OAIC website – www.oaic.gov.au.

5. RESPONSIBLE SELLING: PRE-SALE INFORMATION AND ADVERTISING

Summary

This chapter considers the type and presentation of information that consumers need pre-sale to assist them to make informed decisions about which *telecommunications goods* and *services* best suit their needs and circumstances.

It sets out requirements on [CSPs](#) to achieve this outcome by:

- providing essential information about the telecommunications goods and services offered;
- publishing and advertising information to enable consumers to compare offers; and
- publishing information and advertising about telecommunication goods and services that is free, accurate, accessible, in plain language, and minimises the need for disclaimers.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements; and
- [Chapter 6](#) for responsible selling obligations at point of sale.

5.1. Critical Information Summary

Critical Information Summary

5.1.1. A CIS must be available for all current offers for a *telecommunications service*:

- (a) free of [charge](#); [\[4.2.1\]](#)
- (b) on the [CSP's](#) website; [\[4.2.6\(a\)\]](#)
- (c) via prominently displayed links in advertised offers on the *CSPs* website, close or adjacent to the offer's description (except in online banners, tiles, strips and pop-up advertising); [\[4.2.6\(b\)\]](#)
- (d) at the *CSPs* stores (if applicable); [\[4.2.6\(c\)\]](#)
- (e) in a durable medium; [\[5.2.3\]](#) and
- (f) as a separate document to the SFOA (or equivalent) and any other contractual terms and conditions. [\[4.2.4\(a\)\]](#)

Note: CSPs are not required to create a new CIS for every special promotion. CSPs only need to supply the CIS for the underlying offer connected to the special promotion. [\[4.2.5\]](#)

5.1.2. A CIS must be available upon request for as long as the offer has active customers (including offers no longer advertised). [\[4.2.7\]](#)

5.1.3. Each CIS must be: [\[new\]](#)

- (a) concise; [\[4.2.3\(a\)\]](#)

Note: Concise means the text covers the required information in cls 5.1.4, 5.1.5 and 5.1.8 in a clear and direct manner.

- (b) in a digitally accessible format (where applicable); and [\[new\]](#)

- (c) in plain language. [new]

Content of the CIS

5.1.4. At the beginning of the document, in a separate, clearly identified section, each CIS must contain:

- (a) the essential information about the *telecommunications service*; and [4.2.2(a)]
- (b) any exclusions and disclaimers. [4.2.2(b)(iv)]

5.1.5. In the body of the document, each CIS must contain the following: [4.2.2(b)]

- (a) information to assist a *consumer* in approximating any early termination fees applicable at any time during the minimum term; [4.2.2(b)(v)]
- (b) information about at least two payment methods that are fee-free, one of which must be manual; [new]

Note: see cl 8.10 for further information.

- (c) clear identification of, or clear direction to information about, any additional payment options offered, including any applicable fees; [new]

Note: Details of any further payment options offered, and applicable fees, may be provided outside of the main body of the CIS. For example, on the CSP's website.

- (d) contact details for interpreter services, displayed in at least 5 community languages; [new]

Note: see cl 4.1.8 for further information.

- (e) contact details for the National Relay Service; [new]

Note: see cl 4.1.8 for further information.

- (f) the CSP's customer service contact details; [4.2.2(b)(xi)]

- (g) information on the CSP's complaints handling process (as defined in the Complaints Standard); [4.2.2(b)(xii)] and

- (h) contact details for the Telecommunications Industry Ombudsman, including information that accessing the TIO is free for *consumers*. [4.2.2(b)(xiii)]

5.1.6. In the body of the document, if applicable to the *offer*, each CIS must contain the following: [4.2.2(b)]

- (a) a description of any bundled *telecommunications goods and services*; [4.2.2(b)(i)]
- (b) a description of any *telecommunications good* that is a mandatory component of the *offer*; [4.2.2(b)(ii)]
- (c) the cost of any *telecommunications good* that is a mandatory component of the *offer*, where that cost is not built into the *offer*; [4.2.2(b)(ii)]
- (d) a description of the potential impact of a change to or termination of the *telecommunications service* may have on any *bundled telecommunications goods and services*; [new]
- (e) where calculable and the *offer* is not unlimited or subject to shaping, the cost of:
 - (i) 1Gb of data; [updated 4.2.2(b)(viii)]
 - (ii) 2 minute Standard National Mobile Call (including flagfall where applicable); and [4.2.2(b)(vi)]

- (iii) sending a Standard National Mobile SMS. [4.2.2(b)(vii)]
- (f) where calculable and the *offer* is not unlimited or subject to shaping, information about:
 - (i) call and data usage; [4.2.2(b)(ix)]
 - (ii) domestic roaming costs; [4.2.2(b)(x)] and
 - (iii) international roaming, including *maximum charge information*. [4.2.2(b)(x)]

Note: A CIS may include any other relevant information, in addition to mandatory inclusions. [4.2.4(b)]

Use of links in the CIS

The CIS can contain links (e.g. use of a hyperlink or QR code) or instructions to where detailed information is located to share information about:

- payment options;
- estimating call and data usage;
- international calling and associated costs;
- domestic roaming and associated costs;
- international roaming and associated costs;
- complaint handling process; and
- contact details for the Telecommunications Industry Ombudsman.

5.2. Advertising offers

5.2.1. A [CSP](#) must advertise offers: [4.1.1]

- (a) clearly and accurately; [3.2.1]

Note: this means drafted in a way to minimise the need for disclaimers. [guidance from 4.1.7]

- (b) in plain language. [3.2.1]

Content of advertising

5.2.2. When advertising *offers*, subject to cl 5.2.5, a *CSP* must: [4.1.3]

- (a) capture *essential information* in the body of the advertising; and [4.1.3(a)]
- (b) include the main terms and conditions of the *offer*. [4.1.3(a)]

5.2.3. When advertising offers, a *CSP* must ensure any exclusions and disclaimers used do not negate the *essential information* or terms and conditions of the *offer*. [4.1.7(a)], [4.1.3(b)]

5.2.4. When advertising a *telecommunications* good or service, a *CSP* must ensure (if applicable): [4.3.1]

- (a) the periodic price is *prominently displayed*; [new]
- (b) the *minimum quantifiable price* is *prominently displayed* (but not necessarily as prominent as the periodic price); [4.1.2(k)]
- (c) headline representations reflect the *offer* fairly and accurately by ensuring: [4.1.2(a)], [4.1.2(g)]

- (i) any extra charges for the use of the *telecommunications service* are disclosed; [4.1.2(e)], [4.1.2(h)], [4.1.2(j)]
- (ii) any extra discounts or costs relating to *bundled telecommunications goods and services* are disclosed, including the periodic price and minimum quantifiable price; [4.1.2(f)]
- (iii) exclusions and disclaimers relevant to headline price representations for the offer are *prominently displayed*; and [4.1.2(g)], [4.1.7]
- (iv) any exclusions and disclaimers do not negate the terms of the offer. [4.1.7(a)]
- (d) the term 'unlimited' or equivalent is only used where the ordinary use of the *telecommunications service* in Australia is genuinely unlimited and not subject to exclusions, including exclusions for various types of calls or usage, or selected parts of the network; [4.1.2(b)]
- (e) the term 'cap' is only used where the offer contains a hard cap; [4.1.2(l)], [4.1.2(m)]
- (f) the terms 'no exceptions', 'no exclusions' or 'no catches' or equivalent are only used where there are genuinely no exceptions to the offer; [4.1.2(c)]
- (g) the term 'free' is only used where the cost of the *telecommunications good or service* is genuinely free and is not recovered from the consumer over the life of the contract by way of higher costs; [4.1.2(d)]
- (h) *prominently display* the cost of 1Gb of data within Australia when advertising a data only *telecommunications service* with an included data allowance; [updated 4.1.5, was 1Mb], [4.1.6]
- (i) for mobile telecommunications services, consumers are prompted to review the CSP's generally available network coverage; [new] [updated 4.1.2(j)]
- (j) where the CSP is not the *carrier*, information about the underlying wholesale network provider for mobile network coverage; and [new]
- (k) claims regarding broadband speeds, network coverage and other performance characteristics of a *telecommunications service* are fair and accurate. [4.1.2(n)]

Broadband speed claims

[Australian Consumer Law \(ACL\)](#) in Schedule 2 of the Competition and Consumer Act 2010 (Cth) sets out obligations when advertising or promoting broadband speeds or data transfer rates on their networks.

[ACCC's Broadband speed claims: Industry guidance](#) has additional information on advertising fixed-line broadband plans.

Advertising special promotions

5.2.5. In addition to the essential information of the underlying offer, a CSP must disclose the following information about a special promotion: [4.1.4], [4.1.4(a)]

- (a) any exclusions and disclaimers; [4.1.4(a)]

Note: exclusions and disclaimers include small print terms and conditions, qualifying statements such as 'stocks are limited' or the period during which a customer will receive any associated promotional offering(s).

- (b) the end date (if applicable); and [4.1.4(b)]

- (c) eligibility requirements (if applicable). [4.1.4(c)]

Note: eligibility requirements include use of a coupon, bundling with other telecommunications goods and services; or restriction to a specific class of consumers (such as student offers).

Consider advertising medium

- 5.2.6. A CSP must ensure their advertising content is appropriate for the advertising medium, including: [4.1.3]
 - (a) considering the advertising medium when deciding how much content to include in the advertisement; [4.1.3(c)]
 - (b) considering the advertising medium when deciding how to display *essential information*; [4.1.3(a)]
 - (c) considering the advertising medium when deciding how to display exclusions and disclaimers; and [4.1.7(b)]
 - (d) for advertising where *essential information* cannot be clearly displayed, making the essential information accessible via a link. [new]

5.3. Public information about telecommunications goods and services

Standard terms and conditions for consumers

- 5.3.1. A CSP's SFOA (or equivalent) must be available for all telecommunications services, and associated telecommunications goods where relevant. [3.2.4]
- 5.3.2. A CSP's SFOA (or equivalent) must be available upon request for as long as the offer has active customers (including offers no longer advertised). [new]

Standard information for consumers

- 5.3.3. A CSP must ensure information about the *telecommunications goods or services* currently offered is publicly available without charge to consumers, including: [4.3.1]
 - (a) a description of the *telecommunications goods or services* offered, including; [4.3.1(a)]
 - (i) the manufacturer's name for non-CSP branded *telecommunications goods* supplied by a third party; [4.3.1(b)]
 - (ii) the main technical features of any *telecommunications goods* offered by a CSP, or where this information can be obtained; [4.3.1(c)]
 - (b) payment options; [new]
Note: see cl 8.1.1 for further information.
 - (c) information to assist *consumers* in estimating their usage requirements; [4.3.1(e)], [4.5.2(c)]
 - (d) spend management tools and usage notifications, including information about: [6.4.3]
Note: see cl 8.1.1 for further information.
 - (e) details of any post-sales support available, and any applicable fees or charges for this support; [4.3.1(f)]

(f) information about cancellation or disconnection on *telecommunications goods and services*, including: **[new]**

(i) how a customer can request cancellation or disconnection; and

(ii) the impact of cancellation or disconnection.

Note: impact may include changes to rights of use of a number, impact on other telecommunications goods and services with the CSP, and potential cost impacts.

(g) the impact of non-payment or repeated late payment on the provision of current or future telecommunications goods and services to the customer; **[5.1.2(e)]**

(h) information about domestic roaming (if provided by the CSP), including:

(i) the circumstances in which additional *charges* may be imposed in Australia when the service roams onto a different network (if applicable); **[4.3.1(h)]**

(i) information about international roaming (if offered by the CSP), including information about: **[4.3.1(h)]**

(i) how to activate or deactivate international roaming; and

(ii) the maximum charge information.

(j) the name of the *carrier* whose network is used to provide the *telecommunications service*, if the CSP does not own the network over which it is supplying a *telecommunications service*, ensuring it is clear that: **[4.3.1(i)]**

(i) the CSP is responsible for the service to the *consumer*; and

(ii) is not affiliated or related to the *carrier* unless it is.

(k) *generally available network coverage* in Australia, which will include a map or diagram of the network coverage; **[4.3.1(g)]**

(l) where the CSP is not the *carrier*, display the underlying wholesale network provider for mobile network coverage. **[new]**

6. RESPONSIBLE SELLING: SALES, CONTRACTS AND CREDIT ASSESSMENTS

Summary

This chapter covers the requirements on [CSPs](#) during the sales process to ensure a responsible and fair approach to the sale of *telecommunications goods and services*.

Building on the requirements set out in chapter 5 which address pre-sale issues, this chapter sets out the rules for the sales process itself – the direct interactions that form a sale as the general consumer becomes the customer.

It covers the actions, policies and safeguards required to:

- protect consumers from inappropriate sales, including:
 - appropriate sales conduct
 - remedies for mis-selling
 - credit check procedures
- support consumers to make informed decisions about the available telecommunications goods and services that best suit their budget needs and circumstances (including *consumers in vulnerable circumstances*).

It also details the information that must be provided to customers to record the sale agreement (order summary) and more comprehensive customer contract details.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements; and
- [Chapter 5](#) for responsible selling obligations when advertising and pre-sale.

6.1. Responsible approach to selling

Selling policies

- 6.1.1. A [CSP](#) must develop and implement policies and supporting materials to promote and manage the responsible sale of telecommunications goods and services in compliance with this Code. [\[new, updated 4.5.1\]](#)

Selling processes for CSPs

- 6.1.2. A [CSP](#) must ensure its selling processes: [\[4.5.1\]](#)
- (a) promote and sell its *telecommunications goods and services* in a fair and accurate manner; [\[4.5.1\(a\)\]](#)
 - (b) promote and sell its *telecommunications goods and services* in plain language; [\[4.5.1\(a\)\]](#)
 - (c) clearly explain the *essential information* of the *telecommunications* good or service the *consumer* is purchasing; and [\[4.5.1\(b\)\]](#)
 - (d) require that relevant staff are trained and resourced to promote and sell *telecommunications* good or service in compliance with this Code. [\[4.5.1\(c\), 4.5.1\(f\)\]](#)

Responsible incentive structures

- 6.1.3. Where a CSP has sales incentive structures in place, the incentive structures must promote responsible selling practices by ensuring that volume of sales is not the only incentive criteria measured. [new]

Examples of responsible incentive structures

- Incentives based on customer satisfaction and positive consumer interactions.
- 'Claw back' of commission.

Information provided to consumers prior to a sale

- 6.1.4. A CSP must provide the CIS for *telecommunications services* to a *consumer* prior to a sale, except where: [4.2.8]
- (a) the sale is for a pre-paid service; [4.2.8]
 - (b) the sale falls within the scope of an unsolicited *consumer* agreement under the [Australian Consumer Law](#) and the *consumer* is entitled to a cooling off period. After the sale, a CSP must provide the *consumer* with:
 - (i) a copy of the relevant CIS;
 - (ii) the unsolicited *consumer* agreement; and
 - (iii) a cancellation notice required by the *Australian Consumer Law*; or [4.2.8(a)]
 - (c) the sale is carried out over the telephone and is not treated as an unsolicited *consumer* agreement under the *Australian Consumer Law*. The *consumer* may agree to opt out of their right to receive all information contained in the CIS prior to sale. In this case, a CSP must: [4.2.8(b)]
 - (i) provide the *essential information* relevant to the *telecommunications service* prior to or at the point of sale; [4.2.8(b)(i)], [4.6.4]
 - (ii) dispatch a copy of the CIS to the *consumer* within 5 *working days* of the sale; and [4.2.8(b)(i)]
 - (iii) not engage in practices that would encourage *Consumers* to opt out of receiving the CIS prior to the sale. [4.2.8(b)(i)]

Note: A CSP will not be regarded as having encouraged a consumer to opt out of receiving a CIS merely by informing them of their right to do so.

- 6.1.5. Prior to taking payment, a CSP must provide the customer with information about fee-free payment methods. [new]
- 6.1.6. Prior to the sale of a mobile *telecommunications service* to a new residential consumer where the sale is assisted, the staff member facilitating the sale must prompt the consumer to check the critical locations the service is intended to be used. [new]

Note: Assisted means a sale directly facilitated by CSP sales staff (e.g. via the telephone, in-store, or live chat).

Critical locations refer to the key locations the customer indicates they intend to use the service, for example the customer's home or work.

See also cl 5.3.3(k).

Remedies for mis-selling

6.1.7. A CSP's policies must set out reasonable steps to correct instances of mis-selling in breach of this Code by offering a remedy that is tailored, appropriate in the circumstances for the customer, and appropriate to the harm experienced by the customer, including by offering at least one of the following remedies to the affected customer: **[updated 4.4.1(a)]**

- (a) returning the customer to the position they were in prior to the sale; or **[new]**
- (b) terminating a customer's contract without charge; or **[4.4.1(a)]**
- (c) enacting a change of contract without penalty to the customer; or **[4.4.1(a)]**
- (d) any other action or remedy agreed with the customer, taking into account the customer's preferred remedy, where reasonably practicable. **[new]**

Note: A 'reasonably practicable' remedy is one that is feasible and achievable in the circumstances, considering resources, time, and relevance to the issue that gave rise to the requested remedy. Customers should not be required to accept a remedy that is preferred by the CSP or be penalised for choosing one remedy over another.

Remedies for incorrect information

6.1.8. Where a customer has relied on inaccurate information provided by a CSP about an offer to make a purchasing decision, the CSP must provide the customer with:

- (a) corrected information about the offer; and **[4.4.1(b)]**
- (b) a tailored remedy as set out in cl 6.1.7. **[new]**

6.1.9. Where a customer has purchased a customer contract for a mobile telecommunications service, and actual mobile network coverage does not meet the customer's coverage requirements (see cl 5.3.6(k)), a CSP must allow the customer to exit their service contract with no early exit fees. **[new]**

Remedies for consumers in vulnerable circumstances

6.1.10. Where a customer has purchased a *telecommunications good or service* while affected by a vulnerability that impacted their decision-making at the time of sale, a CSP must allow return of the telecommunications good, or cancellation of the purchased *telecommunications service* without charge. **[new]**

6.1.11. A CSP may request evidence of vulnerability in relation to cl 6.1.10, except in cases where the customer is affected by DFV as required under cls 4.2.5 – 4.2.7. **[new]**

Note: Clause 6.1.11 does not require that the CSP request proof of vulnerability affecting the customer, rather, this is at the discretion of the CSP. Evidence may be sighted by the CSP, or retained in circumstances where the evidence is needed.

Note: other obligations for sales and related remedies can be found under the Australian Consumer Law. Clauses in this Code do not limit those requirements.

Selling to consumers in vulnerable circumstances

Example 1 – a customer affected by a psychological episode purchases a product on a CSP's website. It becomes apparent to the CSP that the customer does not need the product only after a family member of the affected customer contacts the CSP. The CSP may require evidence that the customer was affected by a vulnerability that impacted their decision making at the point of sale, and once provided, can sight the evidence given, and issue a cancellation and refund.

Example 2 – a customer becomes known to the CSP for repeatedly purchasing multiple offers then cancelling them. The CSP becomes aware that the customer in question has suffered from a brain injury and does not recall purchasing the products repeatedly. In this scenario, it is advisable for the CSP to keep evidentiary materials on file to ensure the customer can be protected from making future purchases while affected.

Example documentation:

- Statutory declaration
- Medical letter
- Letter from a support service used by the customer.

Example 3 - a customer contacts a CSP to cancel a contract for 3 devices, saying that they don't remember purchasing them and should therefore be permitted to cancel their contract and receive a full refund because they must have been suffering from amnesia at the time of purchase. On questioning, it becomes apparent that the customer no longer has the devices in their possession. The CSP suspects that the customer has sold the goods and is attempting to commit fraud. It asks the customer for documentary evidence. None is forthcoming and the customer does not attempt to contact the CSP again. The CSP does not cancel the contract or issue a refund.

Timeframes for remedies

6.1.12. A remedy provided to a customer by a CSP must be implemented by the CSP within 10 working days of the customer accepting that remedy, except where otherwise agreed with the customer. [new]

Note: other obligations for sales and related remedies can be found under the Australian Consumer Law. Clauses in this Code do not limit those requirements.

6.2. Credit assessments

Assessing creditworthiness: new residential consumers

6.2.1. A CSP must complete a credit assessment for new residential consumers where the contract may result in: [updated 6.1, 6.1.1(b)]

- (a) a debt owed by the consumer equal to or greater than \$150; and [new]
- (b) the debt being pursued by the CSP. [new]

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, suspension or disconnection of a service for credit management reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive

a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl 6.1 and other legal and regulatory obligations.

- 6.2.2. A credit assessment under cl 6.2.1 must include: [updated 6.1.1(b)]
- (a) consideration of the consumer's financial circumstances, including: [updated 6.1.1(b)(i)]
 - (i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); and
 - (ii) employment type (e.g. professional, student, hospitality, retail, construction); and
 - (iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, financial hardship indicators, general expenses, telecommunication expenses); and

Note: this does not require a CSP to request evidence from the customer about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting personal information.
 - (b) an external credit check from a credit reporting body. [6.1.1(b)(ii)]

Assessing creditworthiness: current residential customers

- 6.2.3. A CSP must complete a credit assessment for current residential customers where a contract: [updated 6.1, 6.1.1(a)]
- (a) may result in a debt owed by the consumer equal to or greater than \$150; and [new]
 - (b) the debt being pursued by the CSP. [new]
- Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, suspension or disconnection of a service for credit management reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl 6.1 and other legal and regulatory obligations..*
- 6.2.4. A credit assessment under cl 6.2.3 must include: [updated 6.1.1(a)]
- (a) consideration of the customer's financial circumstances, including: [new]
 - (i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); or [new]
 - (ii) employment type (e.g. professional, student, hospitality, retail, construction); or [new]
 - (iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, financial hardship indicators, general expenses, telecommunication expenses); or [new]

Note: this does not require a CSP to request evidence from the customer about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting personal information.
 - (b) a review of the customer's payment history with the CSP; or [6.1.1(a)]

- (c) where the customer is seeking to increase their current credit commitment with their CSP, a new external credit check from a credit reporting body. A CSP must gain the *consumers* consent to request a new check. [new]

Calculating Potential Debt

Contracts may result in a debt owed by the new or existing consumer equal to or greater than \$150 includes contracts where:

- the minimum quantifiable price is equal to or greater than \$150; or
- *telecommunications goods and services* that may result in charges that the customer must pay for after usage; or
- charges for the telecommunications good or service will continue to be billed while the service is active.

The amount of \$150 is based on the risk a consumer may have a default listed against their name, in line with the Privacy (Credit Reporting) Code 2014.

Declined credit assessment

- 6.2.5. Following a credit assessment, if a CSP concludes that a *consumer* does not qualify for the requested telecommunications good or service, the CSP must: [6.1.2]
- (a) advise the *consumer* that their credit assessment was declined; and [6.1.2(a)]
- (b) provide the *consumer* with information about alternate *telecommunications goods and services* that the CSP has determined may meet the *consumer's* needs in accordance with the outcome of the credit assessment; or [6.1.2(b)]
- Note: alternate telecommunications goods and services may include lower cost telecommunications goods and services, such as pre-paid services or telecommunications services supplied with restrictions placed on them, upfront payment options (including upfront payment for telecommunications goods such as mobile devices), the use of a guarantor, or a security deposit. [new]*
- (c) where a CSP determines that it does not have suitable alternatives to offer, advise the consumer of that fact.

CSPs as credit providers

The Privacy Act Part IIIA details consumer credit reporting requirements when handling consumer credit related information.

Further obligations can be found in the Privacy (Credit Reporting) Code, available on the website of the Office of the Australian Information Commissioner (OAIC).

Using a guarantor

- 6.2.6. If a CSP allows a *consumer* to use a guarantor, the CSP must ensure prior to the sale that advice is provided to the guarantor on: [6.1.4]
- (a) the financial implications of the provision of the telecommunications good or service; and [6.1.4]
- (b) their obligations under the *consumer* contract. [6.1.4]
- 6.2.7. If a customer contract has a guarantor, a CSP must provide a cooling off period of 10 working days in which the contract can be cancelled by the guarantor. [6.1.4(a)]

Restricted telecommunication services (at point of sale)

- 6.2.8. Where a *telecommunications* service is provided with restrictions placed on it, a *CSP* must provide *consumers*, at the point of sale, the following minimum information: [6.2.1]
- (a) why the restriction was applied; [6.2.1]
 - (b) which *telecommunications services* the *consumer* will have access to after the restriction is applied; [6.2.1(a)]
 - (c) how a *consumer* may have the restriction removed (if applicable); and [6.2.1(b)]
 - (d) if the restriction can be removed by anyone other than the *consumer*. [6.2.1(c)]

Security deposit

- 6.2.9. A *CSP* must only require a security deposit where this is related to the outcome of a credit assessment. [6.2.1]
- 6.2.10. Before the security deposit is agreed to and paid by the *consumer*, a *CSP* must provide them with information about the arrangement in a durable medium. The information must: [updated 6.2.1]
- (a) specify the relevant telecommunication account; [new]
 - (b) describe the payment arrangements for the customer to pay the security deposit to the *CSP*; [6.2.1(c)]
 - (c) describe the interest arrangements (including accrual of interest); [6.2.1(c)]
 - (d) describe the repayment arrangements to return the security deposit (or the balance then remaining) and interest accrued, to the *consumer*; and [6.2.1(e)]
 - (e) outline when and how the security deposit (or part thereof) may be forfeited. [6.2.1(b)]
- 6.2.11. Prior to receiving the security deposit, a *CSP* must inform the *consumer* that the balance will be accessed from their account within 5 working days and provide an opportunity for the *consumer* to pay within that period. [6.2.1(d)]
- 6.2.12. A *CSP* must repay to the customer the amount of the security deposit (or the balance then remaining), and interest accrued in relation to it, within 5 working days of the customer: [6.2.1(e)]
- (a) satisfactorily completing the terms of the security deposit arrangements; or [6.2.1(e)(i)]
 - (b) cancelling the relevant telecommunications good or service. [6.2.1(e)(ii)]

6.3. Customer contracts

Content of contracts

- 6.3.1. A CSP must provide customers with a customer contract that includes; [4.6.1]
- (a) the name of the *CSP*; [4.6.1(a)]
 - (b) the contact details of the *CSP*; [4.6.1(a)]
 - (c) where the *CSP* is not the carrier, the name of the *carrier*; [4.6.1(a)]

Note: cls 6.3.1(c),(d) apply where the CSP does not own the network over which they are supplying the telecommunications service, to ensure it is clear to the

customer that the CSP is responsible for the service and is not affiliated with the carrier (unless the CSP is). [4.6.1(a)]

- (d) information about what type of equipment is compatible with the CSP's telecommunications service; and [4.6.1(b)]
- (e) where a CSP is providing equipment as part of the customer contract, the relevant terms and conditions relating to any equipment purchased from the CSP for use with the telecommunications service. [4.6.1(c)]

Order summary

- 6.3.2. A CSP must provide a customer with an order summary after entering into a customer contract with the consumer, within 5 working days after the sale. [new]
- 6.3.3. A CSP's order summary must contain: [new], [4.6.5(a)], [4.6.5(b)]
 - (a) the name of the CSP; [new]
 - (b) the contact details of the CSP; [new]
 - (c) the length of the fixed term contract (if applicable); [new]
 - (d) information about any special promotions applied to the customer contract, including: [new]
 - (i) discounts or bonus entitlements; and [new]
 - (ii) the expiry date of the special promotion; and [new]
 - (e) a link to the CIS. [new]

Customer contract records

- 6.3.4. A CSP must keep the following records in relation to the customer contract: [new]
 - (a) the order summary; [new], [4.6.5(a)], [4.6.5(b)]
 - (b) the CIS; and [4.2.6], [4.6.2]
 - (c) Standard Form of Agreement (or equivalent). [4.6.2]
- 6.3.5. A CSP must retain the records listed in cl 6.3.4 for a minimum of: [4.6.5]
 - (a) the minimum term of the customer contract plus 2 years; or
 - (b) if cancelled prior to the minimum term, 2 years following cancellation.
- 6.3.6. A CSP must provide a copy of the relevant CIS and Standard Form of Agreement documents to the customer upon request, at no charge. [4.6.2]
- 6.3.7. A CSP must make available information about the activation and expiry date of any current customer contract upon the customer requesting this information from the CSP. [4.6.3]

Consumer access to customer contract records

- 6.3.8. For a minimum of the term of the customer contract plus 2 years, or if cancelled prior to the minimum term, 2 years following cancellation, a CSP must: [4.6.6]
 - (a) provide the consumer with access to the records created and retained under cl 6.3.4., including any voice recording regarding entry into the customer contract; and [4.6.6(a)]

- (b) upon request by a *consumer*, provide to them (or, with the *consumer's* consent, to a nominated party) copies of records relating to their customer contract in a format that is clear and easy to understand. [4.6.6(b)]

Customer contract records

Other obligations for customer contracts and related record retention can be found under the [Australian Consumer Law](#). The clauses in this section do not limit those requirements.

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7. CUSTOMER SERVICE AND SUPPORT

Summary

This chapter sets out the customer service and support rules that are designed to ensure that:

- arrangements are in place to allow consumers to easily contact the [CSP](#) for assistance or support;
- support provided by the *CSPs* is effective and efficient; and
- a *CSP* considers a consumer's circumstances, including any vulnerabilities they may be experiencing.

This chapter also sets out a customer's rights and a *CSP's* obligations when a customer seeks to change to an alternative *CSP*.

This chapter needs to read in conjunction with [Chapter 3](#) for policy, supporting material, training, and monitoring requirements.

7.1. Accessing customer service

Contact channels

- 7.1.1. A [CSP](#) must ensure that information about customer service and support is publicly available without [charge](#) to customers, including information about: [\[4.7.1\]](#)
- (a) general customer contact channels available; and [\[4.7.1\]](#)
 - (b) the hours of operation for each available contact method. [\[4.7.1\]](#)
- 7.1.2. A *CSP* must provide at least one 'live' general customer contact channel that enables customers to communicate with staff in real time, or near real time, during the *CSP's* hours of operation. [\[new\]](#)

Note: 'Live' contact channels are those that enable a customer to communicate with a real person in real, or near real, time. For example: over the phone or other voice service, or on live chat. It does not include communication with an automated bot or AI.

- 7.1.3. Where a *CSP* does not make available a telephone number as a general customer contact channel, it must have clear escalation pathways in place to enable a customer to speak to a real person. This may be a phone number provided to the customer after a query has been escalated, or an ability to request a call back from the *CSP*. [\[new\]](#)

Customer service

- 7.1.4. A *CSP* must ensure that they deal with customer enquiries in a timely and effective manner. [\[4.7.1\]](#)
- 7.1.5. Where a *CSP* has a case management process, it must ensure the process has been designed to prioritise customer outcomes. [\[new\]](#)

Note: prioritising outcomes will depend on the issues being managed. For example, case management for customers affected by DFV would be different to that for a customer with a technical issue. It may include processes to avoid or minimise the need for a customer to constantly repeat details of their situation or problem and consider the compromise between repetition of the issue and wait time.

- 7.1.6. A CSP must keep records of interactions between the CSP and customers where the customer has been identified and: [4.7.1(d)]
- (a) make these records accessible to staff tasked with responding to customer enquiries, to aid in resolving those enquiries; [4.7.1(d)]
 - (b) where requested by a customer, provide the records, for as long as the CSP retains those records; and [4.7.1(d)(i)]
 - (c) if the CSP charges a fee for providing the records kept, limit that fee to no more than the reasonable cost of finding, accessing, arranging, and providing the information. [4.7.1(d)(ii)]
- 7.1.7. Records kept under cl 7.1.6 must be retained for a period of 2 years. [new]
- Note: The above record keeping requirements do not apply to records requested in a complaints process, which must be handled and provided according to the Complaints Standard, or records requests from the TIO or any other regulatory or law enforcement body governed under other laws and regulations.*
- 7.1.8. Clause 7.1.6(b) does not apply where providing records may jeopardise the safety of a customer or end user experiencing DFV. [new]

Delivery methods for customer notifications

- 7.1.9. A CSP must consider which delivery methods would be appropriate for a notification, including consideration of: [6.5.6]
- (a) the need to send in a durable medium; [new]
 - (b) the telecommunications service type; and [6.5.6]
 - (c) the CSP's usual method of communication with the customer; or [6.5.6]
 - (d) in accordance with recorded contact preferences. [6.5.6]

Choice of usage notification delivery method

Notifications for *customers* on mobile plans may be sent via SMS, however the notification may be sent via a mobile app for those *customers* who use the app.

Notifications for fixed line services or data plans may generally be sent via email, however if a *customer* has listed a mobile contact number the notification may be sent via SMS or app notification.

Where IT capability exists to allow a *customers* a choice of delivery methods, the notification should be sent via the delivery method chosen by the *customer*.

7.2. Requests to change or terminate a contract

Customer requested

- 7.2.1. Where a customer requests to change or terminate their contract, a [CSP](#) must identify and inform the customer of any impact their request may have on any other *telecommunications goods and services* (if applicable). [new]

Note: impact may include changes to rights of use, impact on [bundled telecommunications goods and services](#), potential charges, loss of access to an inclusion, or loss of discounts.

CSP-initiated change to a contract

- 7.2.2. Where a CSP proposes a detrimental change to a customer's *telecommunications service contract*, it must notify the consumer at least 20 working days before the earliest date the proposed change may be completed. [new]

Note: a detrimental change may include a change to contract benefits, such as an increase in cost or loss of entitlements.

Exemptions to CSP notice requirements

- 7.2.3. A CSP will not be in breach of their obligations under cl 7.2.2 where the CSP: [new]
- (a) reasonably considers the change is likely to benefit the customer or have a neutral impact on them; or [new]
 - (b) makes changes as required by other legal or regulatory obligations. [new]

Note: for example, see Chapter 9 for credit management obligations and termination of contract.

7.3. Changing CSPs

Obtaining consent

- 7.3.1. A *gaining CSP* must take reasonable steps to ensure that a customer is only the subject of a transfer if the customer has provided their consent to the transfer. [9.1.1(a)]
- 7.3.2. A *gaining CSP* must take reasonable steps to ensure that the person requesting the transfer is: [9.1.1(b)]
- (a) the rights of use holder of the *telecommunications service* to be transferred; or [9.1.1(b)]
 - (b) is an [authorised representative](#) of the ROU holder. [9.1.1(b)]

Verifying a transfer

- 7.3.3. A *gaining CSP* must ensure that it uses appropriate procedures for the verification of a *transfer*, or an appropriate sample of *transfers*, in all selling channels where the *gaining CSP* initiates the contact with the *consumer* which leads to a *transfer request*. [9.2.1]

Promoting transfers

- 7.3.4. A *gaining CSP* must: [9.3.1]
- (a) ensure its sales staff identify the *gaining CSP* that they represent when promoting transfers with *consumers*; [9.3.1(a)]
 - (b) where its sales staff promote transfers to customers in person, that the promotions are conducted in locations that are appropriate; and [9.3.1(b)]
 - (c) keep records to enable it to identify the sales staff responsible for effecting a transfer. [9.3.1(c)]
- 7.3.5. A *gaining CSP* must keep the records in cl 7.3.4(c) for a minimum of 2 years after the completion of a transfer. [new]

Minimum information for consumers

- 7.3.6. Before initiating a transfer or when requested by a *consumer*, a *gaining CSP* must notify the *consumer*: [9.3.2]

- (a) that the offer to transfer the *telecommunications service* is subject to validating that it can be transferred; [9.3.2(a)]
- (b) whether there will be an interruption or change to the *telecommunications service* during or as a result of the transfer process; [9.3.2(b)]
- (c) that the *consumer* may have to pay a penalty or cancellation fee to their existing CSP, and that there may be other consequences if they are ending their existing customer contract with another CSP early; [9.3.2(c)]
- (d) that the gaining CSP will use reasonable efforts to notify the *consumer* of the completion of the transfer on the day it occurs, or if completion of the transfer relies on a third party, on the day the gaining supplier is advised that the completion has occurred; [9.3.2(d)]
- (e) the contact details for lodging an enquiry or complaint about any aspect of the transfer, if this process is different to the gaining CSP's normal complaint handling process; [9.3.2(e)]
- (f) how the *consumer* can ascertain that the transfer has occurred; and [9.3.2(f)]
- (g) any other terms and conditions of the transfer. [9.3.2(g)]

Transfer validation

- 7.3.7. The gaining CSP must check the accuracy of the transfer details with the *consumer*, including at least: [9.4.2]
- (a) the name and the address of the *consumer*; [9.4.2(a)]
 - (b) the details of the *telecommunications service* number or AVC ID, if applicable, to be transferred; and [updated 9.4.2(b)]
 - (c) confirming that the *telecommunications service* will be transferred to the gaining CSP. [9.4.2(c)]
- 7.3.8. A gaining CSP must validate that the *telecommunications service* number or NBN service can be transferred. [9.4.3]
- 7.3.9. If the *telecommunications service* can be transferred, a gaining CSP must undertake the transfer as agreed with the customer. [9.4.4]
- 7.3.10. If the *telecommunications service* cannot be transferred, a gaining CSP must notify the *consumer* and advise what this means for the *consumer*, including where applicable, what options are available to the *consumer*. [9.4.5]

Transfer validation

The Customer Authorisation Industry Guideline (G651:2023) identifies the information required to be:

- provided to a customer by the gaining CSP before the customer agrees to a transfer; and
- obtained from the customer or their [authorised representative](#) for the gaining CSP to obtain a valid customer authorisation, before performing a transfer.

Consumers to be kept informed

- 7.3.11. During the transfer process, the gaining CSP must: [9.5.1]

- (a) give the *consumer* an indication of when the transfer will take place including any applicable cooling off period, or other activity that may delay the commencement of the transfer; [9.5.1(a)]
- (b) keep the *consumer* informed in a timely manner of any changes to the transfer process which may affect the *consumer*, including details of any process delays and changes to appointment times; and [9.5.1(b)]
- (c) keep the *consumer* informed in a timely manner of any changes to the estimated time by which the transfer will be completed. [9.5.1(c)]

Notification of completion of a transfer

7.3.12. The gaining *CSP* must: [9.6.1]

- (a) use reasonable efforts to notify the customer of the completion of the transfer on the day it occurs or, if completion of the transfer relies on a third party, on the day the gaining *CSP* is advised that completion has occurred; or [9.6.1(a)]
- (b) if the gaining *CSP*, having made reasonable efforts, is unable to provide notification at the time referred to above, notify the customer of the completion of the Transfer within 5 *working days* of the time referred to above. [9.6.1(b)]

Records regarding transfers

7.3.13. The *gaining CSP* must create records establishing: [9.7.1]

- (a) the name of the person who authorised the transfer of that service; [9.7.1(a)]
- (b) the date that they gave their authority for the transfer; [9.7.1(a)]
- (c) a record that the person who authorised the transfer advised the gaining *CSP* that they were authorised to do so; and [9.7.1(a)]

Note: this may be a written record or voice recording of their transfer request.

- (d) that the transfer was undertaken and advised to the customer in accordance with this chapter. [9.7.1(b)]

7.3.14. A gaining *CSP* must keep the records in cl 7.3.13 for a minimum of 2 years after the completion of a transfer. [9.7.1]

7.3.15. A gaining *CSP* must, upon request by the *consumer*: [9.7.2]

- (a) provide the *consumer* with access to the records created and retained under cl 7.3.13; and [9.7.2(a)]
- (b) provide to the *consumer* (or, with the *consumer's* consent, to a nominated party) copies of records relating to that *consumer's* transfer in a format that is accurate and in plain language. [9.7.2(b)]

7.4. Sale of Business or CSP reorganisation

Notification of transfer

7.4.1. If a *CSP* proposes to transfer a customer's *telecommunications service* because of the sale of the *CSP's* business or a corporate reorganisation, before the transfer is initiated, the *CSP* must notify the customer: [9.8.1], [9.8.1(a)]

- (a) that the customer's *telecommunications service* will be transferred to the gaining *CSP* because of a sale of the *CSP's* business or a corporate reorganisation; [9.8.1(b)]

- (b) of any details then known to the *CSP* regarding how the customer's *telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing as a result of the transfer; [9.8.1(c)]
- (c) of any impact this change has on the customer's use of existing equipment; [9.8.1(d)]
- (d) of the contact details of the gaining *CSP*; [9.8.1(e)]
- (e) of the proposed date by which the transfer will be completed; [9.8.1(f)]
- (f) that the *CSP* will use reasonable efforts to notify the customer of the completion of the transfer on the day it occurs; and [9.8.1(g)]
- (g) of the applicable termination rights for that customer that may result from the transfer, including the applicable notice period and contract termination charges for that customer. [9.8.1(h)]

Termination by a customer

- 7.4.2. A *CSP* must ensure that, if notified by the customer who is exercising the applicable termination right in cl 7.4.1(h), if any, because of a transfer, the *CSP* terminates the relevant customer contract relating to the *telecommunications service* within 5 working days of receiving the customer's notice. [9.8.2]

Other requirements

- 7.4.3. Provided that a *CSP* complies with the terms of cl 7.4 in circumstances where a transfer of a customer's *telecommunications service* arises because of a sale of the *CSP*'s business or a corporate reorganisation, the *CSP* is not required to comply with the other provisions of this Chapter in relation to such a transfer except for cls 7.3.10 – 7.3.14. [9.8.3]

7.5. Move to a different wholesale network provider

Notification of the move

- 7.5.1. If a *CSP* proposes to move its customer base to an alternate wholesale network provider, the *CSP* must, before the move is initiated, notify all its customers: [9.9.1]
- (a) that the customer's *telecommunications service* will be moved to the new wholesale network provider; [9.9.1(a)]
 - (b) of any details then known to the *CSP* regarding how the customer's *telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing because of the move; [9.9.1(b)]
 - (c) of any impact this move has on the customer's use of existing equipment; [9.9.1(c)]
 - (d) of any change in the contact details of the *CSP*; [9.9.1(d)]
 - (e) of the proposed date by which the move will be completed; [9.9.1(e)]
 - (f) that the *CSP* will use reasonable efforts to notify the customer of the completion of the move on the day it occurs; [9.9.1(f)]
 - (g) of the appropriate contact details for lodging an enquiry or a complaint about any aspect of the move; and [9.9.1(g)]
 - (h) of the applicable termination rights for that customer that may result from the move, including the applicable notice period and contract termination charges for that customer. [9.9.1(h)]

Termination by a customer

- 7.5.2. A CSP must ensure that, if so notified by the customer who is exercising the applicable termination right in cl 7.3.17(h), if any, as a result of the move, the CSP terminates the relevant customer contract relating to the *telecommunications service* within 5 working days of receiving the customer's notice. [9.9.2]

Other requirements

- 7.5.3. Provided that a CSP complies with the terms of cl 7.5 in circumstances of a move to an alternate wholesale network provider, the CSP is not required to comply with the other provisions of this chapter in relation to such a move except for cls 7.3.10 – 7.3.14. [9.9.3]

Cannot affect other telecommunications services

- 7.5.4. A CSP must not take any transfer action that affects *telecommunications services* for which they are not the CSP of that *telecommunications service*. [9.9.4]

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8. ACCOUNT SUPPORT

Summary

This chapter sets out rules in relation to the management of a customer's account in relation to charges, billing and payments. The requirements ensure that customers:

- can understand and verify charges, [bills](#) and payments, with clear, accurate and timely information provided;
- have fair choice, flexibility and control over their payment options; and
- are supported during account enquiries, including those relating to third party charges.

This chapter needs to read in conjunction with [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements.

8.1. Information about charges, billing and payments

Information about account support

8.1.1. A [CSP](#) must ensure that information about [account support](#) is publicly available without [charge](#) to customers, including information about: [\[5.1.1\]](#), [\[5.1.2\]](#), [\[5.2\]](#), [\[5.5.2\]](#), [\[5.5.5\]](#), [\[4.3.1\(d\)\]](#)

(a) account charges and discounts; [\[5.1.1\(a\)\]](#)

(b) the [bill](#) (if applicable), including: [\[5.1.1\(a\)\]](#)

(i) the terms and conditions of their bill; [\[5.1.1\(a\)\]](#)

(ii) the time they have to pay their bill; [\[5.1.2\(a\)\]](#)

(iii) the [bill media](#); [\[5.1.1\(b\)\]](#)

(iv) any billing options; [\[5.1.1\(c\)\]](#)

Note: means an option offered by the CSP that the consumer may choose or nominate when managing their bill. For example, choice of bill delivery method.

(v) [billing period](#); [\[5.1.1\(d\),\(e\)\]](#)

(vi) billing frequency; [\[5.1.1\(d\),\(e\)\]](#)

(vii) interim billing or changes in a *billing period*; [\[5.1.2\(c\)\(i\)\]](#)

(viii) overdue *bill* processes, including late payment fees; and [\[updated 5.1.2\(c\)\(ii\)\]](#)

(ix) their obligation to pay the *bill* by the due date; and [\[5.1.2\(b\)\]](#)

(c) receipts (if applicable); [\[new\]](#)

(d) charge periods (if applicable); [\[new\]](#)

(e) payment options, including:

(i) payment methods; [\[5.1.1\(e\)\]](#)

(ii) payment charges; [\[new\]](#)

(iii) payment frequency options; [\[new\]](#)

- (iv) the effect of part payment; and [5.1.2(d)]
- (v) late payment fees (if applicable); [new]
- (vi) methods used by the CSP for allocating amounts received; and [5.1.2(d)]
- (f) how the customers can verify their account is correct and consistent with: [5.5.2]
 - (i) the contracted charges and discounts; and [updated 5.5.2(a)]
 - (ii) the customer's telecommunications goods and services; and [5.5.2(b)]
- (g) any notice period required by the CSP to provide the customer with itemised charge details. [5.5.5]
- (h) spend management tools and usage notifications, including information about: [6.4.3]
 - (i) how to obtain assistance to use spend management tools; [6.4.3(a)]
 - (ii) the cost of any spend management tools offered by the CSP; [6.4.3(b)]
 - (iii) the approximate delay of any unbilled usage information provided, including usage notifications; and [6.4.3(c)]
 - (iv) any usage types not covered in the unbilled usage information, including usage notifications, usage outside Australia, premium services, and other third-party charges. [6.4.3(d)]

8.2. Spend management and usage notifications

Spend management tools

- 8.2.1. A CSP must provide at least one of the *spend management tools* below: [6.4.4]
- (a) access to *usage information* that is near to real-time (ideally no older than 48 hours); [6.4.4(a)]
 - (b) usage charge advice before or during the use of a high-value *telecommunications service*; [6.4.4(d)]

Note: a 'high-value' telecommunications service charge may include a charge outside of the usual pattern of charges on a customer's account.
 - (c) a control mechanism to limit the use of a *telecommunications service*, such as;
 - (i) call barring or restrictions on certain *telecommunications services*; [6.4.4(c)]

Note: this may include the ability to add restrictions on access to more expensive telecommunications services, such as international calling.
 - (ii) the ability of customers to stop all or a component of a *telecommunications service* within a specified timeframe; [6.4.4(b)]
 - (iii) shaping broadband internet download speeds (e.g. when a usage threshold is reached); or [6.4.4(g)]
 - (iv) *hard caps*; [6.4.4(f)]
 - (d) pre-paid services. [6.4.4(e)]

Note: pre-paid services with a balance triggered automatic top-up cannot be a spend management tool.
 - (e) any other *spend management tool* the CSP may choose to offer. [6.4.4(h)]

- 8.2.2. A CSP must provide at least one *spend management tool* that does not depend on the customer's access to *data*. [6.4.2]

Usage notifications

- 8.2.3. For residential customers, where a CSP is not using a hard cap, shaping or equivalent measure, it must send *usage notifications*. [updated 6.5.1]
- 8.2.4. *Usage notifications* must be free of charge. [6.5.1]
- 8.2.5. Clause 8.2.3 only applies to offers available on or after 1 March 2012. [6.5.1(c)]
- 8.2.6. A CSP is not required to send *usage notification* for international roaming. [6.5.8]

International roaming notifications

Notification requirements for international roaming are found in the *Telecommunications Service Provider (International Mobile Roaming) Determination 2019*.

Timing of usage notifications

- 8.2.7. *Usage notifications* must be sent by a CSP no later than 48 hours after the customer has reached the following threshold each month: [6.5.2]
- (a) 50% of the expenditure and/or the *data* allowance that forms part of the *included value* in their plan (and if only one notification is sent by the CSP, then whichever threshold occurs first); [6.5.2(a)]
 - (b) 85% of the expenditure and/or the *data* allowance that forms part of the *included value* in their plan (and if only one notification is sent by the CSP, then whichever threshold occurs first); and [6.5.2(b)]
 - (c) 100% of the expenditure and/or the *data* allowance that forms part of the *included value* in their plan (and if only one notification is sent by the Sup CSP plier, then whichever threshold occurs first). [6.5.2(c)]

Notification of additional charges

- 8.2.8. At the time of sending the *usage notification* referred to in cl 8.2.7(c), a CSP must inform the *residential customer* (either as part of the notification or via an included link in the notification or separate from the notification): [6.5.3]
- (a) of the charges applicable once 100% of the included value or *data* allowance has been used; [6.5.3(a)]
 - (b) that the information in the *usage notification* may be up to 48 hours old, or less as applicable; and [6.5.3(b)]
 - (c) that the *usage notification* does not include calls or SMS to overseas or usage outside Australia. [6.5.3(c)]
- 8.2.9. For offers available before 1 January 2020, a CSP may send the notification referred to in cl 8.2.8 either at the time of the 100% notification or the notification before the 100% notification. [6.5.4]

Customer choice and usage notifications

- 8.2.10. A CSP may choose to allow a *residential customer* to request to: [6.5.5]
- (a) not receive all or some of the usage notifications; [6.5.5(a)]
 - (b) receive more usage notifications; [6.5.5(b)]

- (c) receive usage notifications at different usage points; and/or [6.5.5(c)]
 - (d) receive *usage notifications* via a different method. [6.5.5(d)]
- 8.2.11. If a *residential customer* chooses one of the options under cl 8.2.10, a *CSP* must: [6.5.5(e)]
- (a) make a record of that *residential customer's* choice; and [6.5.5(e)]
 - (b) retain the record of that choice for 2 years. [updated 6.5.5(e)]
- 8.2.12. A *CSP* must not: [6.5.5(e)]
- (a) encourage or require a *residential customer* to opt out of receiving all or some *usage notifications*; and [6.5.5(f)]
 - (b) penalise a *residential customer* if they choose not to opt out of *usage notifications*. [6.5.5(f)]

Allowable delays

- 8.2.13. A *CSP* will not breach *usage notification* requirements due to delays because of or connected with a *force majeure* event. [6.5.7]
- 8.2.14. Where a customer incurs excess charges during a *force majeure* event during which *usage notifications* were delayed, a *CSP* must: [6.5.7]
- (a) attempt to provide a remedy that is appropriate in the circumstances; and [6.5.7]
 - (b) as agreed between the *CSP* and the *customer*. [6.5.7]
- 8.2.15. When providing a remedy to a customer under 8.2.15, a *CSP* must not: [new]
- (a) encourage or require a customer to nominate another action as a remedy; and
 - (b) penalise a customer if they do not nominate another action as a remedy.

8.3. Supplying a record of charges

Supplying a bill or receipt

- 8.3.1. For each *billing period* or charge period, a *CSP* must:
- (a) supply a *bill* for a post-paid variable charge telecommunications service; or [5.2.1]
 - (b) supply a *bill* or a receipt for a post-paid fixed charge telecommunications service. [new]

Note: A CSP is not required to supply a bill or receipt for a pre-paid service, including where the pre-paid service is automatically renewed or topped-up. This guidance does not limit requirement for issuing receipts under Australia Consumer Law. [5.2.1(a)]

- 8.3.2. A *CSP* will not breach cl 8.3.1 where a *bill* or receipt is not supplied due to:
- (a) temporary system or processing problems or issues; [5.4.1(a)]
 - (b) a Force Majeure event; or [5.4.1(b)]
 - (c) for customer service purposes. [5.4.1(c)]

8.4. Supplying a bill

Format of bill media

- 8.4.1. A *CSP* must issue *bills* in a durable medium. [5.2.3]

- 8.4.2. A CSP must only issue a *bill* using [bill media](#) that the CSP has advised the customer about. [5.2]
- 8.4.3. If a CSP seeks to change *bill media*, it must:
- (a) provide the customer with notice of one [billing period](#) of the change(s); [new]
 - (b) advise customers of: [5.2.4]
 - (i) the proposed change(s) to the *bill media*; and [5.2.4(a)]
 - (ii) any options open to the customer concerning the change(s). [5.2.4(b)]

Charges for bills

- 8.4.4. A CSP must inform a customer of any charge for a bill, including: [5.2.4]
- (a) the amount of the charge; and [5.2.4]
 - (b) the method of calculating charge. [5.2.4]
- 8.4.5. If a CSP issues paper *bills*, the CSP must have processes to waive a charge for the paper *bill* for consumers in vulnerable circumstances, where their circumstances necessitate them being issued with a paper bill. [new]
- Note: an example of vulnerability may include customers with poor digital literacy skills or accessibility requirements.*

Bill content

- 8.4.6. The content of the *bill* must be in plain language. [new]
- 8.4.7. Each *bill* must include: [5.3], [5.3.1]
- (a) the customer's [billing name](#); [5.3.1(a)]
 - (b) the customer's [billing address](#); [5.3.1(a)]
 - (c) the CSP's trading name; [5.3.1(b)]
 - (d) the CSP's ACN and/or ABN; [5.3.1(b)]
 - (e) the *bill* issue date; [5.3.1(c)]
 - (f) a sequential identification number (e.g. invoice number); [5.3.1(c)]
 - (g) the *billing period*; [5.3.1(d)]
 - (h) an account reference number (e.g. billing account number); [5.3.1(e)]
 - (i) the AVC ID (if applicable); [new]
 - (j) a customer billing reference (if applicable); [5.3.1(f)]
- Note: this is a unique reference to be used if paying online, which remains consistent on each bill. A CSP may change the customer reference from time to time when its circumstances require it (such as a change to its billing systems).*
- (k) the name of, or reference for, the telecommunications good or service to which the *bill* relates; [5.3.1(j)]
 - (l) a description of the charges included in the bill, including: [5.3.1(l)]
 - (i) the total amount of the bill; [5.3.1(l)]
 - (ii) any charges that exceeded any spend limits or included allowance thresholds; [5.3.1(k)]

- (iii) any applicable discounts or credits being applied; and [5.3.1(l)]
- (iv) any third party charges; [5.3.1(l)]
- (m) the due date for any *billed charges*; [5.3.1(g)]
- (n) the due date for any overdue amount; [5.3.1(g)]
- (o) information about at least two fee-free payment methods; [updated 5.3.1(h)]
- (p) details of any other charges (e.g. credit card merchant fees) that will apply for any additional payment method(s) (if applicable); [5.3.1(i)]
- (q) for *bills* that contain charges for an included value plan:
 - (i) the total amount of the *bill* for each of the two previous *billing periods* (if applicable); and [5.3.1(m)]
 - (ii) a link to usage information or instructions on where the customer can obtain usage information; [5.3.1(n)]
- (r) information about how to make an *account support enquiry*, which must include: [updated 5.3.1(o)]
 - (i) if a CSP ordinarily makes available a telephone number as a contact method for its customers to contact the provider, a telephone number and at least one other contact point for that purpose; or [new]
 - (ii) if a CSP does not ordinarily make available a telephone number as a contact method for its customers to contact the provider, at least two alternative contact points for that purpose; [new]
 - (iii) the hours of operation, if open less than 24 hours, seven days a week; and [5.3.1(q)]
 - (iv) any charges for *account support enquiry* calls, including information about any charge greater than the CSP's local call tariff (or equivalent); [5.3.1(r)]
- (s) a pricing information contact point, if not available from the contact point described in cl 8.4.7(r); and [5.3.1(p)]
- (t) information on interpreter services, displayed in at least five community languages. [new]

Note: see cl 4.1.8 for further information.

8.4.8. Clause 8.4.7 does not intend to limit any additional information a CSP may include in a bill. [5.3.1]

Bills for new products, features or services

8.4.9. A CSP must not release a new telecommunications good or service, except as part of a free trial, without having appropriate billing arrangements. [5.3.2]

8.4.10. Clause 8.4.9 does not apply where, before a CSP provides or the customer accesses the new telecommunications good or service, the CSP: [5.3.2]

- (a) has agreed with the specific recipient customer(s) to provide them with customised or limited billing arrangements; and [5.3.2(a)]
- (b) has informed the customer(s) of the details of the customised or limited billing arrangements. [5.3.2(b)]

8.5. Supplying a receipt

Format of receipt

- 8.5.1. Where a receipt is provided, [CSP](#) must issue the receipt in: **[new]**
- (a) a durable medium; **[new]**
 - (b) a digitally accessible format (where applicable); and **[new]**
 - (c) in plain language. **[new]**

8.6. Verifying charges

Charge verification

- 8.6.1. A [CSP](#) must make available itemised details of all charges relating to a telecommunications service (unless otherwise agreed or requested by the customer). **[5.5.3]**
- 8.6.2. Where a CSP offers timed call charges they must supply or make available to customers itemised charging information (unless otherwise agreed or requested by the customer). **[5.5.4]**

Notification of charges for one-off costs

- 8.6.3. Where a customer does not receive a *bill*, a CSP must: **[5.2.2]**
- (a) provide 10 working days notification of any previously agreed one-off additional charges due; and **[5.2.2(a),(b)]**
Note: This covers charges to which the customer has previously agreed (e.g. in the SFOA), such as equipment charge outs for early cancellation of a service (e.g. modems). It does not include customer-initiated additional charges such as add-on packs.
 - (b) advise the customer how to contact the CSP if they have a charge enquiry. **[5.2.2(a)]**

Discounts and credits

- 8.6.4. A CSP must make available to consumers: **[new]**
- (a) the duration remaining of active discounts or credits (where the discount or credit expires); and **[new]**
 - (b) the duration and remaining number of payments for any arrangement to pay for equipment over time. **[new]**

Cost of an account support enquiry

- 8.6.5. A CSP who provide access to its [account support enquiry](#) point by telephone (including calls from a mobile phone) must provide such access at untimed call rates unless agreed with the customer. **[5.2.7]**

Charge accuracy

- 8.6.6. A CSP must be able to verify and demonstrate [charge accuracy](#), except for inaccuracies caused by: **[5.5.1]**
- (a) the CSP's reliance on information provided by a person who is not its staff or agent; **[updated 5.5.1(a)]**

- (b) an action or failure of another person who is not the CSP's staff or agent; or [updated 5.5.1(b)]
- (c) an accident, mistake or any matter beyond the CSP's control, where the CSP took reasonable care and precautions to avoid the inaccuracy. [5.5.1(c)]

8.7. Timing

8.7.1. Where a [CSP](#) is required to issue a [bill](#) to a customer, it must:

- (a) do so within 10 working days of the closure of the [billing period](#); and [5.4.1]
- (b) provide customers with 10 working days to pay prior to attempting direct debit. [new], [5.7.1(c)]

Note: A CSP is not required to 'stack' the 10 working day periods, simply the bill must be issued within the set timeframe and the customer must be provided the set time to pay.

8.7.2. Where a CSP is required to issue a receipt to a customer, it must do so within 48 hours of processing the payment. [new]

Allowable delays for timing

8.7.3. A CSP will not breach cls 8.7.1 and 8.7.2 due to delays because of or connected with:

- (a) temporary system or processing problems or issues; [5.4.1(a)]
- (b) a Force Majeure event; or [5.4.1(b)]
- (c) customer service purposes. [5.4.1(c)]

8.7.4. If a delay in issuing a [bill](#) extends beyond 10 working days, a CSP must allow the customer additional time to make their payment, equal to or greater than the duration of the delay. [5.4.1]

Timeliness for billed charges

8.7.5. A CSP must process [billed charges](#) in a timely manner, including: [5.4.2]

- (a) incorporating all charges relating to the current [billing period](#) into a bill; [5.4.2(a)]
- (b) informing the customer that some charges in a [bill](#) may relate to a previous [billing period](#); and [5.4.2(b)]
- (c) not billing for charges older than 160 days from the date the charge was incurred for that telecommunications service. [5.4.2(c)]

Allowable delays for billed charges

8.7.6. A CSP will not breach the [billed charges](#) requirements of cl 8.7.5 due to delays because of or in connection with: [5.4.3]

- (a) where prior notice has been given to affected customers of: [5.4.3(a)]
 - (i) changes to the regulatory or legislative framework applicable to all CSPs; or [5.4.3(a)]
 - (ii) one-off network infrastructure changes; or [5.4.3(a)]
- (b) a Force Majeure event. [5.4.3(b)]

8.8. Account record keeping

Availability of account records

- 8.8.1. A [CSP](#) must provide access to an [account record](#) related to a customer's telecommunications service (including for a *pre-paid service*): [\[5.2.5\]](#)
- (a) in a format that can be read and understood; and [\[5.2.5\(b\)\]](#)
 - (b) where requested, the record must include itemised details of all charges associated with the telecommunications service. [\[5.2.5\(e\)\]](#)

Note: Where a record is not available, a CSP will not breach account record keeping requirements because of or in connection with: [\[new\]](#)

- *temporary system or processing problems or issues;*
- *a Force Majeure event; or*
- *account record information suppressed in accordance with another regulatory obligation or industry guidance. For example, it is not required that customers be able to access call records for certain DFV services or emergency service numbers.*

Clause 8.8.1 applies whether or not an account record was previously made available on a bill, a receipt, or in another medium. [\[5.2.5\]](#)

- 8.8.2. [Account records](#) must be retained for a minimum of 2 years after the *account record* is created. [\[updated 5.2.5\(a\)\]](#)

Cost of providing account records

- 8.8.3. Access to [account records](#) must be available free of charge to customers for up to 2 years after the record is created in at least one medium. [\[5.2.5\(c\)\]](#)
- 8.8.4. A [CSP](#) may impose a charge for providing *account records* older than 2 years after the record is created. [\[5.2.5\(d\)\]](#)
- 8.8.5. A [CSP](#) may impose a charge for providing other *account records* (such as hardcopy [bill](#) re-prints). [\[5.2.5\(f\)\]](#)
- 8.8.6. If a [CSP](#) charges a customer for providing an *account record*, the charge must be limited to the cost of providing the record. [\[5.2.6\]](#)
- 8.8.7. If a free *account record* is only in an electronic medium, a [CSP](#) must offer at least one free of charge option for accessing that *account record*. [\[5.2.8\]](#)

8.9. Third party charges

- 8.9.1. Where a [CSP](#) processes third party charges, the [CSP](#) must address all enquiries and resolve all complaints regarding those third party charges. [\[updated 5.8.1\]](#)

Note: this includes circumstances where a customer notifies their [CSP](#) that it has unsuccessfully attempted to resolve the enquiry or complaint directly with the content provider. A [CSP](#) is not responsible for the content of any third-party services.

8.10. Payments

Customer choice and control of payments

- 8.10.1. A [CSP](#) must offer two methods of payments that are fee free. [\[new\]](#)

- 8.10.2. At least one of the fee-free methods offered under cl 8.10.1 must be a manual payment method. [new]
- 8.10.3. Where a CSP offers a *direct debit* payment option it must, at no charge, allow the customer flexibility with their direct debit payment, by: [new]
- (a) choose a recurring payment date; or [new]
 - (b) choose a payment frequency option (e.g. fortnightly or monthly); or [new]
 - (c) temporarily defer a payment without penalty. [new]

Payments and financial hardship

The *Telecommunications (Financial Hardship) Industry Standard 2024* contains requirements for managing customers in financial hardship.

Verifying payment

- 8.10.4. A CSP must provide a means by which a *customer* can easily verify any payments. [5.6.2]

Timeliness of payment processing

- 8.10.5. A CSP must:
- (a) record payments in the CSP's relevant system within 48 hours from the start of the next *working day* after the CSP is formally notified of payment; [5.6.3(a)]
 - (b) apply payments received by the due payment date to the *customer's* account: [5.6.3(b)]
 - (i) prior to generating the subsequent *bill*; or [5.6.3(b)(i)]
 - (ii) within five *working days* of the payment being received by the CSP, [5.6.3(b)(ii)]
 - (iii) whichever is sooner; and
 - (c) apply payments received after the due payment date within five *working days* of receiving the payment. [5.6.3(c)]

Allowable delays for payment processing

- 8.10.6. A CSP will not breach the payment processing requirements of cl 8.10.5 due to delays because of or connected with: [5.6.4]
- (a) system or processing problems; [5.6.4(a)]
 - (b) the CSP not receiving accurate, complete and timely information about payment for the *telecommunications goods or service*; or [updated 5.6.4(b), updated from 'service']
 - (c) a Force Majeure event. [5.6.4(c)]

8.11. Direct debit

Direct debits

- 8.11.1. A CSP offering direct debit as a payment facility for a telecommunications service must:
- (a) ensure they have the customer's authorisation; [current 5.7.1]

- (b) ensure that the customer can readily verify that the direct debit arrangements in place are in accordance with their authorisation; [5.7.1(b)]
- (c) ensure that a customer can readily cancel or update a direct debit authorisation; and [5.7.1(e)]
- (d) cancel the customer's direct debit within 3 working days of receipt of the customer's cancellation request. [5.7.1(f)]

8.11.2. A CSP must provide a payment notice to a customer paying by direct debit at least 3 working days in advance of the debit. This must include: [new], [partial updated 5.7.1(a)]

- (a) the payment date; and
- (b) information about the debit amount.

Note: This clause does not apply where a customer has actively opted out of notifications, see cl 8.2.10.

Information about the debit amount can be provided directly in the notification (e.g. '\$x will be debited from your account'), or via a reference or link to a self-service mechanism, such as an app, online account, or automated balance phone service (e.g. check your balance by [visiting xxxx]).'

Failed direct debit payments

8.11.3. Where a direct debit has failed, a CSP must: [new]

- (a) promptly notify a customer that the direct debit attempt has failed; and [new]
- (b) if the CSP chooses to reattempt the direct debit:
 - (i) notify the customer of the timeframe for any re-attempt of the direct debit (prior to making the re-attempt); and [new]
 - (ii) provide at least 3 working days after notification before any re-attempt. [new]

Remedies for direct debit errors

8.11.4. Where it is identified that the amount of a direct debit is incorrect, a CSP must: [new]

- (a) inform the customer of their right to a refund; and [new]
- (b) provide a full and timely refund of any excess amount debited, unless another remedy is agreed with the customer. [5.7.1(g)]

Note: an example of a remedy agreed with the customer is an agreement to add a credit balance on the customer account, to be used as payment on their next [bill](#) or charge.

8.11.5. A CSP must not: [new]

- (a) encourage or require a residential customer to nominate another action as a remedy; and
- (b) penalise a residential customer if they do not nominate another action as a remedy.

Other appropriate action as agreed with the customer.

The customer has a right to a refund.

Other alternatives must not be presented as remedies as such, but only as alternatives to a refund. Alternatives that a customer might prefer may include:

- a CSP holding the excess payment on the account in credit for future payments;
- an additional credit applied to the account; or
- extra data.

CSP should align the timeframe for processing a refund with the timeline for resolving a complaint under the Complaints Handling Standard i.e. 15 working days, noting that there will also be some dependency on bank processing times.

DRAFT

9. CREDIT MANAGEMENT, DEBT MANAGEMENT, AND DISCONNECTION

Summary

This chapter sets out requirements to ensure that consumers are treated fairly and reasonably by their [CSP](#) when they do not pay for *telecommunications goods and services*, as part of *credit management* activity, and debt management activity.

This chapter sets out requirements for CSPs to:

- protect certain telecommunications services from disconnection;
- have processes for the restriction, suspension and disconnection of telecommunications services, including to ensure sufficient notice to customers about the credit and debt management activity, and any referrals to debt collection agencies; and
- have remedies and processes in place in defined circumstances.

This chapter needs to read in conjunction with [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements.

Note: The credit management and debt management rules in this Code cover customers failing to meet their payment obligations for a reason other than financial hardship. CSPs must comply with the rules set out in the Financial Hardship Standard when managing customers experiencing financial hardship.

9.1. Disconnection

Reconnection of disconnected services

9.1.1. Where a customer's telecommunication service has been disconnected:

- (a) in error; or
- (b) without the required notice in cl 9.3;

a [CSP](#) must, without [charge](#), reconnect the service (unless otherwise agreed with the customer or where reconnection is not practical). **[new]**

Note: not practical may include where network configuration make reconnection impossible, where the customer is uncontactable, or where the specific telecommunications service is no longer available.

9.1.2. In reaching an alternative agreement with the customer under cls 9.1.1, a CSP must not: **[new]**

- (a) require a customer to agree to a specific alternative action to reconnection as a remedy; and **[new]**
- (b) penalise a customer if they do not agree to a specific alternative action to reconnection as a remedy. **[new]**

Protecting consumers affected by a natural disaster from disconnection

9.1.3. Once a CSP becomes aware a consumer is affected by a natural disaster, it must make best efforts to protect the affected *telecommunications service(s)* from disconnection by the CSP. **[new]**

Protecting consumers affected by DFV from disconnection

- 9.1.4. Once a CSP becomes aware a consumer is affected by DFV, it must make best efforts to protect the affected person's telecommunications service(s) from disconnection by the CSP. [new]

Note: 'Protecting from disconnection' does not mean that a service cannot be disconnected or that it must be maintained in perpetuity. Rather, it means that the CSPs has protections in place to shield a DFV-affected customer or end-user from unwanted disconnection while their matter is being actively managed by the CSP, noting that some DFV-affected end-users, may wish to have their service disconnected (including for safety reasons).

- 9.1.5. A CSP must have processes in place to ensure the telecommunications service(s) of a DFV-affected end user is not disconnected or ported while the CSP is managing a rights of use dispute. [new]

Protecting a DFV-affected person's service from disconnection

Exemptions to right of use rules are available to allow for the separation and transfer of the end-user's number where that end-user is affected by DFV.

Under the C566 Number Management – Use of Numbers by Customers Industry Code, processes must be in place to terminate the right to the customer's use of the number where they are a perpetrator of DFV, disassociate the number(s) from the perpetrator's account, and transfer the number to the DFV-affected person.

See C566 Number Management – Use of Numbers by Customers Industry Code and G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline, for details.

9.2. Fair credit management

Credit management process

- 9.2.1. A CSP must ensure its credit management process treats customers with fairness, by: [new]
- (a) providing notification of potential credit management action (restriction, suspension or disconnection) when a customer has not paid all or part of a bill, in line with the credit management notification requirements in cl 9.3; [new]
 - (b) allowing for the reactivation of telecommunication services restricted, suspended or disconnected in error; [new]
 - (c) not imposing credit management charges unless: [6.8.4]
 - (i) the charges are a reimbursement of the CSP's costs; [6.8.4]
 - (ii) the customer is advised of the amount or method of calculation of the charge; and [6.8.4]
 - (iii) its processes include a resolution process if a debt is sold in error; and [6.9.3(b)]
 - (d) not imposing a reconnection charge following a restriction, suspension or disconnection done in error or without the notice required in cl 9.3; [updated 6.8.3]
 - (e) ensuring that, where there is an active complaint:

Note: an active complaint is a complaint being actively investigated by the CSP, the TIO or a relevant recognised external dispute resolution body.

- (i) no credit management action is taken in relation to charges that are the subject of that complaint; [6.8]
- (ii) that the customer is advised of any credit management action that may be undertaken in relation to debts that are not the subject of the active complaint; and [updated 6.9.4]
- (iii) where credit management action underway was paused while a complaint was managed, that the customer is notified of a resumption of the action in line with notification requirements in cl 9.3; and [6.9.2]
- (f) taking steps to ensure that debts sold or assigned to third parties or listed with a credit reporting body do not include any specified disputed amounts that are the subject of an unresolved complaint. [6.9.3(a)]

9.3. Credit management notices

Restriction notices

- 9.3.1. Prior to restricting a *telecommunications service* for *credit management* reasons, a [CSP](#) must: [6.7]
- (a) send the customer a written restriction notice; and [6.7], [6.7.2]
 - (b) provide at least 5 working days' notice of the restriction, [6.7.1]
- unless an exemption under cl 9.3.8 applies. [6.7]
- 9.3.2. A restriction notice must contain: [6.7.3]
- (a) the earliest date the restriction could occur; [6.7.3(a)]
 - (b) the date of issue (if issued by letter or email); and [6.7.3(b)]
 - (c) information about the potential consequences of non-payment of debt, including (if applicable): [6.7.4]
 - (i) the impact of the restriction on their service; [new]
 - (ii) any ongoing or additional charges that will still apply whilst the *telecommunications service* is restricted; and [6.7.4(a)]
 - (iii) any impacts the restriction may have on other services the customer has with the CSP. [6.7.4(c)]

Note: 'if applicable' means only including information about actions or consequences that may apply/may be pursued by a CSP. This accommodates the variation in CSPs' debt management commercial practices.

The information under cl 9.3.2(c) may be included in a link or direction about where to access the information where the notification medium does not allow the details to be included in the notification (for example, a CSP should not use links in a letter). [6.7.4]

Suspension notices

- 9.3.3. Prior to suspending a *telecommunications service* for *credit management* reasons, a CSP must: [6.7]
- (a) send a customer a written suspension notice; and [6.7], [6.7.2]
 - (b) provide at least 5 working days' notice of the suspension, [6.7.1]

unless an exemption under cl 9.3.8 applies. [6.7]

9.3.4. A suspension notice must contain: [6.7.3]

- (a) the earliest date the suspension could occur; [updated 6.7.3(a)]
- (b) the words "important notice – please read" or similar prominently displayed; [new]
- (c) the date of issue (if issued by letter or email); and [6.7.3(b)]
- (d) the potential consequences of non-payment of debt, including (if applicable): [6.7.4]
 - (i) the impact of the suspension on their service; [new]
 - (ii) any ongoing or additional charges that will still apply whilst the *telecommunications service* is restricted; [6.7.4(a)]
 - (iii) any impacts the restriction may have on other services the customer has with the CSP; [6.7.4(c)]
 - (iv) that any debt may be passed to a collection agency and/or debt buyer; and [new]
 - (v) that legal action may be taken to recover the unpaid debt. [new]

Note: 'if applicable' means only including information about actions or consequences that may apply/may be pursued by a CSP. This accommodates the variation in CSPs' debt management commercial practices.

The information under cl 9.3.4(d) may be included in a link or direction about where to access the information where the notification medium does not allow the details to be included in the notification (for example, a CSP should not use links in a letter). [6.7.4]

Disconnection notices

9.3.5. Prior to disconnecting a *telecommunications service* for *credit management* reasons, a CSP must: [6.7]

- (a) send the customer and any relevant guarantor a written disconnection notice; [6.7.5]
- (b) provide at least 5 working days' notice of the disconnection, [6.7.1]

unless an exemption under cl 9.3.8 applies. [6.7]

9.3.6. A disconnection notice must contain:

- (a) the earliest date the disconnection could occur; [6.7.3(a)]
- (b) the words "important notice – please read" or similar prominently displayed; [new]
- (c) the date of issue (if issued by letter or email); and [6.7.3(b)]
- (d) the potential consequences of non-payment of debt, including (if applicable): [6.7.5]
 - (i) the impact of the disconnection on their service; [new]
 - (ii) that the customer's *telecommunications good or service* (and/or, where applicable, telephone number) may no longer be available after disconnection has occurred; [6.7.5(a)]

- (iii) about any impacts the disconnection may have on other *telecommunications goods and services* the customer has with the CSP; [6.7.5(b)]
- (iv) that the customer's debt may be disclosed to a debt collection agency, a debt buy-out service, and/or a credit reporting body; [updated 6.7.5(c)]
- (v) that the debt may be passed to a debt collection agency and/or a debt buy-out service; [6.7.5(e)]
- (vi) that the customer's debt may be added to the customer's credit file with a credit reporting body; and [6.7.5(c)]
- (vii) that legal action may be taken to recover the unpaid debt. [6.7.5 (f)]

Note: 'if applicable' means only including information about actions or consequences that may apply/may be pursued by a CSP. This accommodates the variation in CSPs' debt management commercial practices.

The information under cl 9.3.4(d) may be included in a link or direction about where to access the information where the notification medium does not allow the details to be included in the notification (for example, a CSP should not use links in a letter). [6.7.5]

9.3.7. A disconnection notice must be sent separately to a bill. [6.7.5]

Financial hardship and credit management notice content

The *Telecommunications (Financial Hardship) Industry Standard 2024* details content requirements for credit management notices.

Exemptions to notice requirements

9.3.8. A CSP will not be in breach of their obligations under 9.2.1(b). 9.3.1, 9.3.5, 9.3.9 where: [6.7.1(a)]

- (a) the CSP assesses that the customer or the account status presents an unacceptably high credit risk to the CSP; [6.7.1(a)(i)]

Note: High credit risk includes circumstances where there are sudden and excessively high charges added to the account during non-business hours, and immediate action needing to be taken to stop the usage causing the charges. The CSP may restrict the account to prevent an unusually high [bill](#) for the customer.

- (b) the CSP reasonably suspects fraud or attempted fraud; or [6.7.1(a)(ii)]
- (c) the telecommunications service has reached a restriction point nominated by the customer. [6.7.1(a)(iii)]

9.4. Review of credit management decision

9.4.1. At a customer's request, a [CSP](#) must: [6.8.1]

- (a) review any decision to restrict, suspend or disconnect a *telecommunications service*; [6.8.1]
- (b) complete the review within 2 working days; and [updated 6.8.1, link to urgent complaints (i.e. 2 working days, s13(1)(h)) of the Complaint Standard]
- (c) inform the customer of the outcome of that review. [6.8.1]

9.5. Debt collection

- 9.5.1. A [CSP](#) must have an internal dispute resolution process for debt collection activities. [\[6.10.2\]](#)
- 9.5.2. A CSP must notify the customer in writing within 25 working days if a customer's debt has been sold or arranged to be sold to a debt buy-out service. [\[6.10.4\]](#)
- 9.5.3. A CSP must only sell a debt to a debt buy-out service that is a member of the Australian Financial Complaints Authority external dispute resolution scheme. [\[6.10.3\]](#)
- 9.5.4. Where a debt has been sold or assigned to a third party, a CSP must address any [account support](#) complaint or [telecommunications service](#) issues that arise regarding the account. [\[6.8.5\]](#)

Debt collection obligations

Debt collection is regulated under Commonwealth consumer protection laws. A CSP must be aware of their obligations under these laws:

- The [Australian Consumer Law \(ACL\)](#), which is a schedule to the Competition and Consumer Act 2010 (Cth) (CCA). The ACL is jointly enforced by the ACCC and state and territory consumer protection agencies
- Part 2, Division 2 of the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act), which is enforced by ASIC
- National Consumer Credit Protection Act 2009 (Cth) (NCCP) which includes the National Credit Code (NCC) as Schedule 1 to the NCCP, which is enforced by ASIC.

Best practice on compliance with these obligations is set out in the ACCC and ASIC guideline "Debt collection guideline: for collectors and creditors".

9.6. Disputed defaults

- 9.6.1. Where a customer can demonstrate that they have taken all reasonable steps to pay a known due debt, but the [bill](#) has not been paid due to the fault of a third party or the CSP, the CSP must: [\[6.8.7\]](#)
- (a) if the customer has been default listed with a credit reporting body, notify the credit reporting body within 1 working day; [\[6.8.7\(a\)\]](#), [\[6.8.6\]](#)
 - (b) ensure no additional credit management charges apply; and [\[6.8.7\(b\)\]](#)
 - (c) ensure no other credit related disadvantages arise for the customer regarding the debt. [\[updated 6.8.7\(c\)\]](#)
- 9.6.2. Where a CSP becomes aware that a customer has been default listed in error, the CSP must use reasonable endeavours to inform the credit reporting body within 1 working day. [\[6.8.6\]](#)

Disputed defaults, consumers affected by DFV

- 9.6.3. Where a debt has been default listed and the customer's circumstances indicate DFV may be present, a CSP should consider the effect of DFV on the associated debt. Where it is identified by the CSP that the failure to pay was through no fault of the customer due to DFV: [\[new\]](#)
- (a) the default should be considered as listed in error; and [\[new\]](#)

- (b) the CSP must use reasonable endeavours to inform the credit reporting body within 1 working day. [6.8.6]

Disputed defaults and DFV

For detailed guidance for CSPs on how to manage disputed defaults and DFV see Industry Guideline G660: Assisting Consumers Affected by Domestic and Family Violence.

Additionally, Clause 16 of the Principles of Reciprocity and Data Exchange (PRDE, the credit reporting data exchange rules) contains exemptions for cases of DFV or elder abuse.

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10. PERFORMANCE MEASUREMENT FRAMEWORK AND COMPLIANCE

Summary

This chapter sets out the performance measurement framework for the Code, including the measures of success (MoS) that will be used to demonstrate [CSPs'](#) compliance with the Code on both an individual and whole-of-industry level.

This chapter covers:

- Code registration requirements.
- MoS indicators and records of compliance:
 - process metrics to demonstrate compliance to individual code requirements.
 - effectiveness metrics to assess overarching effectiveness of the Code.
- MoS compliance assessment processes and requirements:
 - self-assessment,
 - assessment by the independent compliance assessment body and auditor.
- Escalation and enforcement arrangements covering arrangements that are in place to address issues arising in a timely manner, both at an individual CSP, and at a wider code level, including escalation to the regulator.
- MoS reporting obligations:
 - public reporting of customer service metrics (effectiveness metrics), and
 - code compliance reporting (process metrics).
- Code review and revision arrangements.

10.1. CSP registration

- 10.1.1. All [CSPs](#) that supply one or more active carriage services to consumers in Australia must:
- (a) register with Communications Alliance; and
 - (b) register with the independent compliance monitoring body, Communications Compliance,
- within 4 weeks of beginning operations as a CSP, providing all required information and contact details. **[10.1.1 & existing implied]**
- 10.1.2. CSPs must keep registration details with both organisations up to date by notifying each of any changes within 4 weeks of those changes taking place. **[10.1.1 + new as explicit]**

10.2. MoS indicators and records

Process metrics

- 10.2.1. [CSPs](#) must keep the records/data for each of the areas identified in Table 1, to facilitate assessment and reporting on compliance with key Code requirements. **[new + replacing 10.3]**
- 10.2.2. CSPs must keep the records/data required in cl 10.2.1 for 2 years (or longer, if required by other regulation, or by rules within this Code).
- 10.2.3. CSPs must be able to provide the relevant records to Communications Compliance or the ACMA on request.

Table 1: Process metrics

Record/data type	Code Requirement [*to be updated with clause numbers prior to public comment]	Guidance about details to be retained
Training	<ul style="list-style-type: none"> - Induction training [cl. X*] - Annual refresher training [cl. X*] - Responsible selling [cl. X*] - Customer service [cl. X*] - Support for consumers in [cl. X*] - vulnerable circumstances [cl. X*] - Accessibility requirements [cl. X*] - DFV [cl. X*] 	Evidence of: <ul style="list-style-type: none"> - Training completion date - Name/identifier and position of each participant.
Policies	<ul style="list-style-type: none"> - As above [cls. X, Y Z*] 	Copies of policies and relevant accompanying material.
Governance	<ul style="list-style-type: none"> - Overall Code compliance [x] - Monitoring [x] 	Evidence of: <ul style="list-style-type: none"> - code monitoring & review - oversight by CEO or equivalent
Coverage-related	<ul style="list-style-type: none"> - Prompt by CSP sales staff during the sale re network coverage information [x] 	Sales script/digital flow information
Credit management	<ul style="list-style-type: none"> - Credit management notices [cl. X*] 	List of credit management notices
Monitoring	<ul style="list-style-type: none"> - Code compliance monitoring in Ch 3 	Evidence of: <ul style="list-style-type: none"> - [TBC]

Effectiveness metrics

10.2.4. CSPs bound by cl. 10.7.6 must keep records of data required for CSR reporting.

10.3. Compliance self-assessment

10.3.1. [CSPs](#) must have systems and processes in place to assess, monitor, review (and address identified issues) and report on compliance with the Code. [\[10.3.1a, updated; 10.3 partial, amended\]](#)

10.3.2. CSPs must conduct internal compliance reviews at least annually. [\[10.4.1b\(i\) -timeframe implied; 3.3.5\]](#)

- 10.3.3. The CSP's internal compliance review and assessment processes must be monitored and reviewed by the CSP's senior executive, as described in chapter 3, Governance. [\[implied in current 10.4.1\]](#)

10.4. Independent assessment of compliance – audit and assessment

- 10.4.1. [CSPs](#) must participate in the external audit and assessment process managed by independent compliance assessment body Communications Compliance, as outlined below.
- 10.4.2. CSPs must do all things reasonably necessary to assist Communications Compliance perform its functions. This includes complying with all directions and requests within specified timeframes. [\[10.7, 10.7.1a & c\]](#)

Compliance Assessment Report: lodgement dates

- 10.4.3. CSPs must submit a Compliance Assessment Report to Communications Compliance:
- (a) within 2 months of registering with Communications Compliance; and [\[new\]](#)
 - (b) annually thereafter, by 1 September each year. [\[10.8 updated\]](#)

Note: A CSP that has submitted its first Compliance Assessment Report between 1 March and 31 May does not need to submit a new Compliance Assessment Report until 1 September the following year.

Compliance Assessment Report: contents

- 10.4.4. The Compliance Assessment Report must be completed in full, per Communication Compliance's instructions, to include:
- (a) a completed Communications Compliance Assessment Questionnaire for the current year (as directed by Communications Compliance);
 - (b) any evidence or documentation requested as part of the questionnaire response;
 - (c) a Compliance Achievement Plan (CAP) for any area that it has identified as partially compliant, or non-compliant; and [\[10.4 + 10.5\]](#)
- Note: A link to a CAP template is included in the Compliance Assessment Questionnaire.*
- (d) a Compliance Attestation signed in line with [cl 10.4.6](#).
- 10.4.5. In completing the Compliance Assessment Questionnaire a CSP must self-assess as being compliant, partially compliant or non-compliant with each compliance question.
- 10.4.6. The CSP's CEO or a senior executive must sign the Compliance Attestation to certify that the Compliance Assessment Report is, to the best of their knowledge, true and accurate, and to acknowledge, where relevant, any Compliance Achievement Plan(s). [\[10.4.1, updated\]](#)
- 10.4.7. CSPs must cooperate with Communication Compliance to provide any further information required for compliance assessment, as requested. [\[current, 10.9.1/10.6.7\]](#)

Partial compliance

The concept of self-assessing to partial compliance is designed to provide reasonable opportunity for CSPs to address areas that they have identified as not fully meeting their requirements under the Code, without fear of immediate sanctions.

This approach is designed to lead to continual improvement through a focus on constructive engagement and education in the first instance, while also holding CSPs to account, with requirement actions, their associated timeframes and timeframes for any escalation action, clearly set out.

For the same reasons, an assessment of partial compliance may also be made by Communications Compliance.

For more information about the external auditing and compliance assessment work undertaken by Communication Compliance to assess Code compliance, see: Communications Compliance's TCP Code Compliance Lodgement and Assessment Process instructions.

Ad-hoc compliance assessments - material changes

- 10.4.8. A CSP must submit a material change compliance management form to Communications Compliance within one month of any change to their services or operations that affects its compliance with the Code. This must: **[10.4.2, updated]**
- (a) describe the change; and
 - (b) detail the actions taken/underway to assure Code compliance and the timeframe in which compliance will be achieved.
- 10.4.9. Communication Compliance will consider the reasonableness of the proposed compliance timeline in the circumstances. If directed, CSPs must cooperate with Communications Compliance towards earlier Code compliance timeframes. [new as explicit]

10.5. Independent assessment of compliance – outcomes, actions

- 10.5.1. Communications Compliance will assess each [CSP's](#) compliance with the Code by assessing its Compliance Assessment Report, and, as appropriate, conducting a desktop audit of material published on the CSP's website.
- 10.5.2. Communications Compliance will provide written advice to each CSP about the outcome of its Code Compliance Assessment. Possible outcomes are: **[new as explicit + parts of 10.5.1(a)]**
- (a) fully compliant – where Communications Compliance has determined that the CSP has, at the time of assessment, fully met all Code requirements examined in the audit.
 - (b) partially compliant - where Communications Compliance has determined that the CSP has, at the time of audit, not fully met Code requirements in one or more areas but has not reached the threshold for a determination of non-compliance.
 - (c) non-compliant – where Communications Compliance has determined that the CSP has, at the time of audit, been non-compliant with a significant proportion of Code requirements or has been substantially non-compliant with a Code requirement.

Partially compliant

10.5.3. A CSP determined by Communications Compliance to be partially compliant, must:

[10.5.1 + new]

- (a) provide a Compliance Achievement Plan (CAP) to Communications Compliance within 30 days of the assessment advice; or
- (b) comply with a Direction to Remedy the area of partial compliance within 30 days of the assessment advice, or as otherwise agreed with Communications Compliance.

Note: a direction to remedy will generally be appropriate for identified issues that can be remedied quickly. A CAP will generally be required where a multi-step approach, requiring more time, is needed to address the issue.

10.5.4. The CAP must be prepared using the template provided by Communications Compliance, to include: [new as explicit]

- (a) details of each area of partial compliance; and
- (b) details of how each is being addressed; and
- (c) the timeframe in which full compliance will be achieved.

10.5.5. Communication Compliance will consider the reasonableness of the proposed remedial action or actions and the proposed compliance timelines in the circumstances and will: [new as explicit]

- (a) approve the CAP; or
- (b) request adjustments to the timeframes proposed.

10.5.6. If directed, a CSP must cooperate with Communications Compliance towards earlier compliance timeframes.

10.5.7. Any subsequent adjustment to an [approved CAP](#) must be agreed with Communications Compliance.

Note: once agreed, the adjusted RCAP is considered an [Approved RCAP](#).

10.5.8. A CSP must:

- (a) provide CAP Progress Reports to Communications Compliance on a monthly basis, or as directed; and
- (b) achieve compliance within the timeframes set out in the CAP or as other agreed with Communications Compliance.

Non-compliant

10.5.9. A CSP determined by Communications Compliance to be non-compliant, must submit a [Remedial Compliance Action Plan \(RCAP\)](#) to Communications Compliance within 30 days of the assessment advice [10.5.1 updated].

10.5.10. The RCAP must be prepared using the template provided by Communications Compliance, to include: [new as explicit]

- (a) details of each area of non-compliance; and
- (b) details of how each is being addressed; and
- (c) the timeframe in which full compliance will be achieved.

- 10.5.11. Communication Compliance will consider the reasonableness of the proposed remedial action or actions and the proposed compliance timelines in the circumstances and will: [new as explicit]
- (a) approve the RCAP; or
 - (b) request adjustments to the timeframes proposed.
- 10.5.12. If directed, a *CSP* must cooperate with Communications Compliance towards earlier compliance timeframes.
- 10.5.13. Any subsequent adjustment to an *approved RCAP* must be agreed with Communications Compliance.
- Note: once agreed, the adjusted RCAP is considered an Approved RCAP.*
- 10.5.14. A *CSP* must:
- (a) provide RCAP Progress Reports to Communications Compliance on a monthly basis, or as directed; and
 - (b) achieve compliance within the timeframes set out in the RCAP or as other agreed with Communications Compliance.

10.6. Independent assessment of compliance – reporting and escalation to the regulator

[10.5.1, broadened w new explicit escalation]

Failure to lodge

- 10.6.1. Communications Compliance will refer to the ACMA any registered [CSP](#) that it deems to be bound by the Code, but which has not met its obligations to lodge a Compliance Assessment Report. [existing]

Failure to meet RCAP obligations

- 10.6.2. Communications Compliance will refer to the ACMA any *CSP* that does not:
- (a) provide a full RCAP to it within 30 days of a direction to do so;
 - (b) submit a satisfactory RCAP Progress Report within the approved timeframe; or
 - (c) meet requirements under its [approved RCAP](#).

Failure to meet Direction to Remedy or CAP obligations

- 10.6.3. Communications Compliance will refer to the ACMA any *CSP* that does not:
- (a) comply with a remedial direction within the approved timeframe;
 - (b) submit a full CAP to it within the approved timeframe;
 - (c) submit a satisfactory CAP Progress Report within the approved timeframe; or
 - (d) meet requirements under its [approved CAP](#).

Regulator assessment and enforcement

- 10.6.4. The ACMA will consider enforcement action against a *CSP* referred to it by Communications Compliance under this Code in accordance with its Compliance and enforcement policy.

10.7. Quarterly public reporting

Quarterly complaints-in-context Reporting [see note at 10.7.7 (d)]

- 10.7.1. The 10 retail [CSPs](#) identified by the TIO's data to have the largest absolute number of new (level 1) phone and internet service complaints recorded against them by the TIO in the previous financial year, must participate in the Communications Alliance Complaints-in-Context (CiC) reporting for the subsequent financial year. [4.7.3]
- 10.7.2. A CSP may also voluntarily participate in CiC reporting. This must be for a full year. [4.7.3(a)]
- 10.7.3. Participating CSPs must provide services in operation data to Communications Alliance no later than 30 days after the end of each quarter, or as directed. [4.7.3(b)]
- 10.7.4. Communications Alliance will prepare a CiC Report showing the comparative number of complaints per SIO for each participant, using complaints data provided independently by the TIO and SIO information provided by each participating CSP. [4.7.3]
- 10.7.5. CiC reports will be published and sent to key stakeholders quarterly. [4.7.3]

Complaints-in-context reporting

The Communications Alliance CiC Report shows the ratio of complaints received by each participating RSP per 10,000 SIO. It is the only report published that provides the contextualised data to allow comparisons of complaints received about RSPs of different sizes.

Public reporting on key customer service metrics

- 10.7.6. CSPs with:
 - (a) over 30,000 SIO; and
 - (b) over 200 customer service enquiries per quarter
 - (c) must prepare a quarterly customer service indicator report (CSR).
- 10.7.7. The CSR must be prepared using the CSR reporting definitions (at Appendix X), to include each of the following metrics, as relevant:
 - (a) Grade of service: speed to connect to agent – voice enquiries
 - (b) Grade of service: average speed to connect to agent - digital messaging
 - (c) Digital engagement: App store rating
 - (d) Complaints [as per 10.7.1 -10.7.5 or alternative proposal - see cover letter addendum for discussion points].
- 10.7.8. Each reporting CSP must publish its CSR on its website quarterly, in arrears.

What is a CSR?

A CSR is a short, easy-to-read, individual CSP public report on a small set of customer service indicators.

Published on a template to ensure consistency in presentation across CSPs, while also allowing some individual contextual information and commentary, it is designed to provide an indication of each CSP's customer service performance.

It is also designed to encourage increased competition on customer service issues and provide a general indication of the overall effectiveness of the TCP Code.

10.8. Annual public reporting

Overall Code compliance indicators

- 10.8.1. Communications Compliance will publish on its website a list of: [status quo]
- (a) [CSPs](#) that completed the Compliance Assessment.
 - (b) CSPs that have been the subject of formal enforcement action by the ACMA as a result of not having lodged a Compliance Assessment with Communications Compliance.

Annual report on Code compliance

- 10.8.2. Communications Compliance and Communications Alliance will jointly publish an Annual Report on Code Compliance, with all compliance assessment data to be provided independently by Communications Alliance except as clearly indicated. This will include:
- (a) a list of CSPs that completed the Compliance Assessment;
 - (b) a list of CSPs that have been the subject of formal enforcement action by the ACMA as a result of Communications Compliance referral to the ACMA;
 - (c) key process metrics for each Code chapter;
 - (d) an analysis of process metric findings and identification of any areas of concern, including:
 - (i) any areas of repeat non-compliance;
 - (ii) any emerging issues of concern;
 - (iii) any areas of compliance relating to a misunderstanding of requirements;
 - (e) summary information about the quarterly reports (e.g. CiC Reports); and
- Note: data sources for quarterly reporting are as described in that reporting.*
- (f) any recommendations for Code amendment (e.g. to address issues relating to unclear Code drafting or areas of the Code requiring updates).
- 10.8.3. The annual report on Code compliance will be published on Communications Alliance and Communication Compliance's website.

Note: Annual Report timing is designed to permit analysis of compliance actions undertaken as a result of Communications Compliance directions, RCAPs and CAPs.

Appendices

[placeholder pending final Code drafting, except for CSR appendix which is included below]

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Appendix x - Public reporting on key customer service metrics - CSR Definitions

Measure/ general description	Measurements /parameters	Reporting
<p>Grade of service: speed to connect for voice enquiries</p> <p>This metric provides customers with an indication about how promptly their calls to the CSP will be answered by a customer service agent, by reporting on:</p> <ul style="list-style-type: none"> - % of calls answered in under 180 secs, and - % of calls answered under 10 mins. <p>A higher number of calls answered within the lowest timeframe is better.</p>	<p>Time to connect</p> <p>Measured as time from IVR exit to first agent (real person) pick up.</p> <p>Data required</p> <p>Records of the:</p> <ul style="list-style-type: none"> - % of calls answered in under 180 secs, and - % of calls answered under 10 mins, <p>during the CSP's standard business hours, for the full reporting quarter.</p> <p>Reported hours</p> <p>The default is that the data is measured and reported as time to connect during standard business hours.</p> <p>Standard business hours are generally considered to be Mon-Fri, 9-5pm (in the relevant state or territory).</p> <p>However, in recognition that standard business hours can vary across different organisations, CSPs can report against:</p> <ul style="list-style-type: none"> - the default standard business hours (9-5); or - their standard business hours (as clearly declared). 	<p>Mandatory report requirements (for CSPs with a voice channel)</p> <p>In its report, a CSPs must:</p> <p>(a) clearly indicate its (voice) contact centre opening hours;</p> <p><i>e.g. Our standard customer service calls business hours are 9am-6pm in each state and territory, Mon-Friday. Extended customer service business hours are 8am – 8pm Mon-Fri; 8am-3pm Sat.</i></p> <p>(b) make clear the time zone parameters used in the reporting (i.e. AEST; AEDT; AWST etc; or 9am-5pm in each state and territory);</p> <p>(c) clearly indicate the measured standard business hours.</p> <p><i>e.g. Grade of service (speed to answer - voice enquiries) indicator:</i></p> <ul style="list-style-type: none"> - under 180 seconds: 40% - under 10 mins: 80% <p><i>measured as time to connect during our standard business hours, 9am-6pm (in the relevant state/territory), Mon-Fri.</i></p> <p>Optional report requirements</p> <p>In its report, a CSP may include information about:</p> <p>(a) extended business hours grade of service;</p> <ul style="list-style-type: none"> - other information about customer service (e.g. other contact channels available; self-service options); - location of customer service support;

Measure/ general description	Measurements /parameters	Reporting
	CSPs may also choose report on their extended business hours (if applicable).	<ul style="list-style-type: none"> - number of branded stores or number of postcodes within 100KM of a branded store; - other information relevant to customer service.
<p>Grade of service: average speed to connect to agent for digital messaging</p> <p>This metric provides customers with an indication about how promptly their digital messages to the CSP will be answered by a customer service agent, by reporting on the average time it takes a customer service agent (real person) to respond to the digital message (i.e. a live chat, or inbound asynchronous (non-live) chat, as applicable).</p> <p>A lower number is better.</p>	<p>Live chat</p> <p>Time to connect, measured as time from bot exit to first agent (real person) response.</p> <p>Data required</p> <p>Records of the time to connect for the full quarter (reported as an average) during the CSP's live chat standard business hours, for the full reporting quarter.</p> <p>Reported hours</p> <p>[to be included later – same concept as for voice]</p>	<p>Mandatory report requirements (for CSPs with a live chat channel)</p> <p>In its report, a CSPs must:</p> <ul style="list-style-type: none"> - clearly indicate its (live chat) contact centre opening hours; - make clear the time zone parameters used in the reporting (i.e. AEST; AEDT; AWST etc; or 9am-5pm in each state and territory); - clearly indicate the measured standard business hours. <p>Optional report requirements</p> <p>In its report, a CSP may include information about:</p> <ul style="list-style-type: none"> - extended business average speed to connect to agent – live chat; or - other information relevant to customer service, as outlined above.

Measure/ general description	Measurements /parameters	Reporting
<p>What's digital messaging? Digital messaging is 'live chat' or 'asynchronous (non-live) chat, as described below.</p> <p>What's live chat? Live chat is an 'instant' or real-time communication method that allows users to interact with a customer service representative or support agent through text-based messages exchanged via a website or a dedicated application. It's the text-based equivalent to voice calls and, like voice calls, ends when both parties 'hang up'.</p>		
<p>Average speed to connect to agent – inbound messaging (not live) This metric provides customers with an indication about how promptly their (non-real-time) message to the CSP will be answered by a customer service agent, by reporting on the average time to respond. A lower number is better.</p> <p>What's a 'non-real-time messaging? Non-real-time, or asynchronous messaging, refers to digital</p>	<p>Asynchronous messaging type Common asynchronous messaging mechanisms include messaging via the CSP's App, and via its webpage. However, there may be other options offered by CSPs.</p> <p>Time to connect Measured as time from bot exit to first agent (real person) response for the first message in a thread.</p> <p>Data required Records of the time to connect for the full quarter (reported as an average) for the CSP's asynchronous messaging</p>	<p>Mandatory report requirements (for CSPs with an asynchronous channel) In its report, a CSPs must:</p> <ul style="list-style-type: none"> – clearly describe the asynchronous messaging type(s) available to customers and measured (e.g. We offer customer support via non-live messaging, through our App.)

Measure/ general description	Measurements /parameters	Reporting
<p>messaging that can be sent and received at any time. Unlike live chat, it does not rely on a communication channel being 'open' for the message to be sent or received; a customer may send a message at midnight, for the CSP to respond to during opening hours.</p>	<p>service(s). Data is measured across the full reporting quarter.</p>	
<p>Digital engagement: App store rating This metric provides customers with an indication about how easily a customer could expect to engage digitally with its CSP by reporting on the publicly available App store rating for its App. Users and a CSP's developers use these ratings as a gauge of the App's performance, usability and overall user experience. Ratings are calculated from user reviews by the relevant App store platform (ios or android) and reported on a 1 to 5-star range, where 5 stars is the highest satisfaction rating. A higher star rating is better.</p>	<p>Data required The App rating as measured and publicly reported by the relevant App Store (ios or android). The reported rating for the CSR is the rating published by the App Store at the end of the month for the quarter concerned. I.e. for the Jan-March quarter, the reported figure would be the star rating as at the end of March.</p>	<p>Mandatory report requirements (for CSPs with an App) In its report, a CSPs must: (a) report on the relevant App store ratings, for each app available (i.e. one report for the ios App, one for the android app).</p>
<p>Complaints</p>	<p>CIC CSPs that participate in CIC reporting (whether on a voluntary or mandatory basis) must report on their CIC result as</p>	<p>[Refer to cover letter addendum for discussion points]</p>

Measure/ general description	Measurements /parameters	Reporting
	part of their CSR. CSPs may choose to provide further information, such as complaints per service type, or other relevant data. OR	
	[all CSPs required to produce CSRs] Number of Invoiced TIO Referrals as a percentage of SIO. [i.e., same number as for CIC , but it isn't provided as part of a CIC report]	[as above]

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Participants

[placeholder pending final Code drafting]

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Communications Alliance was formed in 1997 to provide a unified voice for the Australian communications industry and to lead it into the next generation of converging networks, technologies and services.

In pursuing its goals, Communications Alliance offers a forum for the industry to make coherent and constructive contributions to policy development and debate.

Communications Alliance seeks to facilitate open, effective and ethical competition between service providers while ensuring efficient, safe operation of networks, the provision of innovative services and the enhancement of *consumer* outcomes.

It is committed to the achievement of the policy objective of the Telecommunications Act 1997 - the greatest practicable use of industry self-regulation without imposing undue financial and administrative burdens on industry.

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COMMUNICATIONS
ALLIANCE LTD

Level 12
75 Miller Street
North Sydney
NSW 2060 Australia

Correspondance
PO Box 444
Milsons Point
NSW 1565

T 61 2 9959 9111
F 61 2 9954 6136
TTY 61 2 9923 1911
E info@commsalliance.com.au
www.commsalliance.com.au
ABN 56 078 026 507

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