

# STARLINK

**Ted Price**  
Senior Counsel  
+1.585.455.6672  
ted.price@space.com

28 February 2025

*By Electronic Submission*

Communications Alliance Ltd  
Level 25, 100 Mount Street  
North Sydney NSW 2060

**RE: Draft C628:2025 Telecommunications Consumer Protections Code  
Comments of Starlink Internet Services Pte. Ltd.**

Starlink welcomes the opportunity to comment on the proposed amendments to the Telecommunications Consumer Protections Code set out in C628:2019 (**TCP Code**), including the latest released draft of the revised TCP Code (DR C628:2025) (**Draft TCP Code**) as published by Communications Alliance Ltd.

Below is a general overview of Starlink and its product in Australia, together with Starlink's submissions in relation to the Draft TCP Code.

## **Background on Starlink**

Starlink has been providing non-geostationary, low-earth orbit satellite internet services to residential, commercial and government customers in Australia since 2020. Today, Starlink's network has close to 100% coverage in Australia, and there are over 4 million customers on all seven continents using Starlink as a broadband connectivity solution for homes and offices, recreational vehicles, offshore and maritime vessels and private and commercial aircraft.

As a global provider of internet services to regions that until now have been unserved or underserved with high-speed broadband, Starlink is proud of our track record of serving consumers in these areas. Our simple plans (available here: <https://www.starlink.com/service-plans>) do not currently require a long-term contract, and service may be cancelled at any time by the customer. The network is routinely upgraded without any need for customers to change or upgrade their customer premises equipment, known as the Starlink Kit. Starlink also makes customer inquiries and complaints simple by giving customers access to a ticketing system through their Starlink account via our customer portal and the Starlink app.

Starlink's global footprint gives us a unique perspective on legal and regulatory requirements across the countries where we operate, including consumer protection rules like the TCP Code. Among the 135 markets where Starlink is currently licensed, it is universal that governments want to protect the interests of consumers and preserve competition. Laws in most countries generally prohibit market actors from deceiving customers or behaving in ways that are unduly harmful, but they do not micromanage operators by mandating how operators do things like train customer support personnel, run credit checks and notify customers about the timing of direct debits. The current TCP Code is alone in the extent to which it regulates the minutiae of running a telecommunications business.

Even though the TCP Code review drafting committee (**Drafting Committee**) recognised that the revised TCP Code needs to strike a balance between protecting consumers and what can be reasonably achieved by providers supplying a commercial service,<sup>1</sup> the Draft TCP Code is even more prescriptive and burdensome than the existing TCP Code. Starlink offers the comments below in an effort to make certain provisions in the TCP Code more reasonably achievable for the industry and operators with newer business models like Starlink.

## **Submissions on the Draft TCP Code**

### **1. Definition of ‘consumers in vulnerable circumstances’**

#### Section 1.2; overall definition

The current definition in the Draft TCP Code of ‘consumers in vulnerable circumstances’ is expressed in an overly broad and all-encompassing manner. The definition refers to a ‘*consumer who is experiencing circumstances that cause vulnerability, either permanently or temporarily, due to (but not limited to)*’ several enumerated factors. This definition deems any consumer who falls into one of the listed categories as automatically vulnerable, without regard to whether that person is actually vulnerable.

Given the breadth of the types of potential vulnerability in paragraphs (a) to (l) (e.g. “is old or young” in subsection (g)), the drafting should be clarified that the listed types of vulnerability are only areas of possible vulnerability and not areas that automatically make someone vulnerable. Vulnerability of that person still needs to be assessed by the provider, including when assessing whether the customer ceases to be vulnerable.

Accordingly, the definition of ‘consumer in vulnerable circumstances’ set out at section 1.2 should be amended in such a way to better capture consumers who are actually experiencing vulnerability, and to more narrowly define categories or circumstances of vulnerability.

#### Section 1.2; subsection (a) of the definition

The Draft TCP Code includes ‘financial hardship’ as a category of the definition of ‘consumer in vulnerable circumstances’ in subsection (a) of the definition. This is unnecessary and potentially confusing to both operators and consumers. Financial hardship is already addressed extensively in the *Telecommunications (Financial Hardship) Industry Standard 2024 (Financial Hardship Standard)*.

Accordingly, subsection (a) ‘financial hardship’ should be removed from the definition of ‘consumer in vulnerable circumstances’ in the Draft TCP Code.

#### Section 1.2; subsection (h) of the definition

The Draft TCP Code also includes ‘living in a remote area’ as qualifying a consumer as ‘vulnerable’ in subsection (h) of the definition. Starlink’s service is nearly ubiquitous, and many of our customers live in rural and truly remote areas. Serving these customers is central to Starlink’s mission. We believe it is inaccurate to consider everyone not living in urban or suburban areas to be ‘vulnerable’

---

<sup>1</sup> See e.g. page 97 of the *TCP Code Review Package Compendium* published by Communications Alliance Ltd.

and requiring special treatment. Like consumers everywhere, a rural consumer *may* be vulnerable at any given time, but living in a remote area is not (and should not be considered) an automatic indicator of vulnerability.

Accordingly, subsection (h) 'living in a remote area' should be removed from the definition 'consumer in vulnerable circumstances' in the Draft TCP Code.

## **2. Remedies for consumers in vulnerable circumstances**

### Section 6.1.14

The Draft TCP Code introduces an obligation at section 6.1.14 on providers to allow consumers who have entered into a product or service contract while affected by a vulnerability to cancel that service contract or return the products without charge. This remedy is aimed at protecting individuals who, for reasons related to circumstances of vulnerability, have entered into contractual commitments for products/services which they either did not intend to do or were incapable of appreciating the significance of (as a result of their vulnerability). However, as currently drafted, there is no requirement for the vulnerable person to notify the provider of his or her vulnerability or to request a cancellation or refund within a reasonable period of time.

This is particularly problematic for operators that sell equipment or have fixed-term service plans with service at a lower price for a specific term. If a vulnerable customer does not claim vulnerability for some months after the sale and is then entitled to receive a refund for equipment or terminate a service plan early without charge, the provider is at risk of having to provide service or equipment at a loss. In addition, there is an increased risk of fraud from consumers making a delayed false claim that their decision-making was impacted by vulnerability.

Accordingly, section 6.1.14 should be redrafted and require any claim related to vulnerability to be made within a certain period of time. We believe requiring the claim to be made within 30 days of the sale would be reasonable.

## **3. CSP must provide at least one 'live' customer contact channel**

### Sections 2.1.4 and 7.1.2

Under the proposed new section 7.1.2 of the Draft TCP Code, providers are required to develop a 'live chat' functionality allowing for live/near live customer interactions. Under the transitional arrangements set out in the Draft TCP Code, from the date the Australian Communications and Media Authority (**ACMA**) registers the revised TCP Code, providers will have three months in which to stand-up these live chat functionalities (after which time the revised TCP Code will commence, and replace the current TCP Code), as per section 2.1.3 of the current Draft TCP Code.

It is fair and reasonable to expect that providers caught by section 7.1.2 will be reluctant to incur the costs associated with developing live chat functionalities before the requirement to do so is confirmed as binding. Three months is not enough time to develop and implement a functional live chat feature, particularly noting this functionality needs to achieve a standard of being live/near live. To ensure that such a live chat functionality can be implemented properly and without undue cost burdens, providers should be granted additional time to comply with the new section 7.1.2. This will be particularly important for smaller providers operating leaner business models, or who may need

to conduct procurement activities to engage a third-party service provider to develop this functionality for them.

Under section 2.1.4 of the current Draft TCP Code, there is a 'Delayed Commencement Date' mechanism which specifies particular provisions in the Draft TCP Code which will commence six months after ACMA registration, rather than three months. It would be reasonable to amend section 2.1.4 to insert a new subsection referring to section 7.1.2, thereby granting providers six months from registration of the revised TCP Code to comply with the requirements of section 7.1.2.

#### **4. Requirement to display a telephone number as a contact method**

##### Sections 7.1.3 and 7.1.4

As stated above, Starlink has a ticketing system that all customers can utilise through our online customer portal and the Starlink app. This is primarily how we interact with customers. Starlink does not ordinarily make available a telephone number as a contact method for these types of routine inquiries. However, in accordance with the minimum accessibility requirements set out in section 8(h) of the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018 (Complaints Handling Standard)*, Starlink does make a telephone number available for customer complaint handling purposes.

Given that all providers are required to comply with the Complaints Handling Standard,<sup>2</sup> it is inconsistent with the purpose of sections 7.1.3-7.1.4 (which separately deal with providers who do, or do not, make telephone numbers available to customers) for any such listed number to be considered as a provider 'ordinarily making available a telephone number as a contact method for customers'.

The Draft TCP Code should therefore be amended to clarify that a provider is not 'ordinarily making available a telephone number as a contact method for customers' by providing a telephone number for complaints handling or escalation purposes.

#### **5. Payment methods; requirement to offer additional and manual payment methods**

##### Sections 8.10.1 and 8.10.2

As a global operator, Starlink's systems have been set up to accept payments using direct debits, on the basis that this is a near-universally convenient and legally compliant payment method, as well as being a relatively low-fraud risk compared to other payment methods. The new requirements under the Draft TCP Code, however, which require a provider to offer at least two payment methods (one of which must be manual), will require Starlink to devote significant resources and develop features, processes and functionality to comply with a requirement which is not replicated in any of the other 120+ markets where Starlink is currently licensed, increasing Starlink's costs of providing services to the Australian market.

The imposition of a manual payment requirement is inconsistent with the payment methods guidance from the Australian Competition and Consumer Commission (ACCC). Under this guidance,

---

<sup>2</sup> See section 128 of the *Telecommunications Act 1997* (Cth).

Australian businesses are legally entitled to choose which payment types they accept or not.<sup>3</sup> Nor is it even clear how making manual payment methods available to consumers will help consumers compared to direct debits. Customers using a manual payment method may still have insufficient funds to make their payments or otherwise forget about their bill and miss a payment.

Further, the Financial Hardship Standard already imposes requirements on operators to forgive or spread out payments from customers claiming a financial hardship.<sup>4</sup> Offering a manual payment option does not give consumers any more protection; it simply increases operators' costs.

The Draft TCP Code contains several other new provisions which specifically address the perceived risks of harm associated with direct debit payments, including:

- new section 8.7.1(b), requiring providers to give customers at least 10 working days after issuing a bill, prior to attempting a direct debit;
- new section 8.10.3, requiring a provider which offers direct debit payments to (at no charge) offer customers flexibility with their payments, including in relation to recurring payment dates and frequency, and temporarily deferring a payment without penalty;
- new section 8.11.2, requiring providers to give direct debit customers notice of a recurring payment at least three working days before the recurring payment date; and
- new section 8.11.3, requiring a provider to give notice to a customer in the case of a failed direct debit (and give that customer at least three working days prior to attempting another direct debit for the amount).

These new proposed measures are in addition to the direct debit requirements and obligations set out in the current TCP Code. In light of these other requirements and the inconsistency of a manual payment obligation under the ACCC's guidance, the manual payment requirement set forth sections 8.10.1 and 8.10.2 of the Draft TCP Code should be removed. Subsequent amendments to sections 5.1.8(b), 6.1.9 and 8.4.7(n) will also be necessary, as a result.

## **6. Provisions related to domestic, family and sexual violence**

Starlink notes the recent direction issued by the Federal Minister of Communication to ACMA, requiring that ACMA develop and implement a new standard addressing domestic, family and sexual violence (being the *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025*) (**DFSV Standard**) by no later than 10 June 2025.

Just this week, ACMA released the first proposed draft of the new DFSV Standard and opened public consultation;<sup>5</sup> the drafting contains broad protections for 'Affected Persons', including broad obligations on providers to offer support and remedies.<sup>6</sup>

The revised TCP Code should be prepared in a manner that is clear, easy to understand (for both providers and customers) and consistent with other legislative and regulatory requirements. The

---

<sup>3</sup> ACCC webpage titled 'Payment Methods', accessed 28 February 2025:

<https://www.accc.gov.au/business/selling-products-and-services/payment-methods>

<sup>4</sup> See section 18(1) of the Financial Hardship Standard.

<sup>5</sup> See ACMA webpage titled 'Proposed new rules to protect telco consumers experiencing DFV', accessed 28 February 2025: <https://www.acma.gov.au/consultations/2025-02/proposed-new-rules-protect-telco-consumers-experiencing-dfv>.

<sup>6</sup> See e.g. section 12(3) of the draft *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025* (released 25 February 2025).

revised TCP Code should fit into the existing regulatory framework, and avoid any overlap with other regulations or standards addressing similar content (as these are likely to cause confusion regarding consumer entitlements and provider compliance obligations).

As at the time of writing, it is likely that the revised TCP Code will commence (and thereby replace the current TCP Code) *after* ACMA's deadline for implementing the DFSV Standard in June. It is therefore unnecessary for the revised TCP Code to address these topics, as to do so would result in overlap between what is set out in the revised TCP Code and what is contained in the DFSV Standard. This risk of overlap has been recognised by the Drafting Committee in the latest draft of the Draft TCP Code.<sup>7</sup>

Accordingly, the domestic, family and sexual violence (and related provisions) in the Draft TCP Code should be removed and left to be addressed in the DFSV Standard.

Please contact me if you have any questions in relation to this submission.

Yours sincerely

*/s/ Ted Price*

Ted Price

---

<sup>7</sup> See comments at page 1 of the Drafting Committee Public Consultation Question Paper (available at: <https://commsalliance.com.au/hot-topics/TCP-Code-Review-2024/Stage-3-Formal-consultation>), referring to domestic, family and sexual violence provisions likely being deleted ahead of the release of the proposed DFSV Standard.