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INDUSTRY GUIDELINE
SWITCHLESS MULTIBASKET BILLING REDIRECTION
G567:2015

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Explanatory Statement

The Switchless Multibasket Billing Redirection arrangement allows customers to choose one or more of the product packages available on a single service. For example, product packages may be available for access, local calls, long distance calls, data or other.

This Industry Guideline has been developed to provide guidance for the community, customers and carriage service providers for customer transfer and support when using a multi basket rebilling arrangement.

When this multi basket rebilling arrangement first became available in the market, service providers were concerned that customers may be confused by the new arrangements available in the market. In particular carriage service providers were concerned that customers may not understand the arrangements for transfers where the customer is currently with a service provider offering a whole of service under the Commercial Churn arrangement (discontinued 2008) and then chooses to move to a service provider offering only one or a number of product packages.

This Industry Guideline defines the requirements for transfer of services between Carriage Service Providers operating under the same and differing transfer methodologies; defines the rights of all parties and the application of Agency rights and explains the methods to be used in the collection of customer authorities. The guidelines also define the liability for the provision of Help Desks where product baskets of the same service number are provided by different CSPs, and the rights of the losing and gaining CSPs with respect to credit management barring. Other sections of the guideline define the relationship between the Access Service Deliverer and the Customer; and the information elements that are required by the Gaining Service Provider of the Customer.

The general acceptance of this Industry Guideline will ensure that telecommunications consumers will have a prompt and predictable response to a request for transfer to a carriage service provider in this market.

Alexander R. Osborne
Chairman
Operations Reference Panel

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1 SCOPE AND OBJECTIVES

1.1 Scope

- 1.1.1 This Guideline has been compiled to support the operation of the Switchless Multibasket Billing Redirection (SMBR) Process.
- 1.1.2 The following transfer scenarios for SMBR Services are covered by the Guideline:
 - (a) SMBR Service Provider to SMBR Service Provider
The Product Redirection process applies.
 - (b) Non-SMBR Service Provider to SMBR Service Provider
The Product Redirection process applies.
- 1.1.3 For the avoidance of doubt the Access Service Deliverer (ASD) is considered an SMBR Service Provider, notwithstanding that there may be variations in processes that involves the ASD.
- 1.1.4 This Guideline is voluntary. Where an industry participant uses SMBR or is processing transfer, which involve SMBR, it is recommended that they do so in accordance with this Guideline.

1.2 Objectives

The objectives of the Guideline are:

- (a) to define the requirements for Product Redirection in each of the above scenarios;
- (b) to define the role of the SMBR Service Provider as the Customer Authorised Representative;
- (c) to define the obligation for the provision of Help Desk services where product baskets for the same Full National Number are provided by different SMBR Service Providers;
- (d) to define the rights of the Gaining SMBR Service Provider (GSP) and Losing Service Provider (LSP) in relation to credit management and customer requested barring;
- (e) to define the relationship between the ASD and the End User;
- (f) to define the method for challenging Product Redirection;
- (g) to define information required to be provided to the End User by the GSP, prior to obtaining the authority to transfer; and
- (h) to define the application of bilateral agreements in relation to the SMBR Process.

1.3 2010 Revision

In 2010, a minor revision was conducted to clarify completion reporting and notification requirements with regards to Product Redirections between Service Providers.

1.4 2015 Revision

In 2015 a minor revision was conducted to remove sections on *Customer Authorised Representative* and *Information provided to the End User by the GSP*, the intent of both of which were captured in the *Customer Authorisation Industry Guideline (G651:2015)*.

1.5 Guideline Review

The Guideline will be reviewed every 5 years or earlier in the event of significant developments that impact the Guideline or a chapter within the Guideline.

2 DEFINITIONS

For the purposes of this Guideline, the following definitions apply:

Access Product Package

means the Product Package available under SMBR containing all PSTS and PSIS non-usage charges including rental for line access for a particular Service.

Access Service Deliverer or ASD

means the carrier to whose network an access line is directly connected.

Bar, Barred or Barring

means blocking the supply of one or more Product Packages on a line so that the End User is unable to acquire the blocked Product Packages.

Business Day

means any day from Monday to Friday (inclusive) from 8.30am to 5.00pm, other than a day which is gazetted or otherwise declared or made a public holiday. Clear Business Day means a Business Day commencing at 8.30am on the next or preceding Business Day.

Customer

means a person to whom a CSP is supplying an SMBR service.

Customer Authorised Representative

means a Service Provider having authority to act on behalf of an End User in relation to certain matters, including authorising a Product Redirection.

Customer Authorisation (CA)

means an authorisation which is executed by or on behalf of a Customer for the purpose of authorising a Product Redirection.

NOTE: minimum requirements for a Customer Authorisation are set out in the <i>Customer Authorisation Industry Guideline (G651:2015)</i> .

End User

means any person to whom the Service Provider supplies the Services (and includes the Service Provider to the extent that it uses the Services).

Full National Number

means the telephone number that is an alphanumeric number that uniquely identifies a Service.

Gaining Service Provider or GSP

means the ASD or Service Provider from whom the End User has selected to acquire one or more Product Packages and to whom one or more Product Packages are to be transferred pursuant to a Product Redirection Request.

Help Desk

means the services relating to Pre Sales, Ordering & Provisioning, Billing and Service Assurance as described in clause 4.5.

Lessee

means the End User or Service Provider who is in a direct legal relationship for a Service with the ASD.

Line Management Contract in relation to SMBR

means the terms and conditions of the contractual relationship between the ASD and the End User which describes that the End User has control over all Product Packages supplied to that End User. For the avoidance of doubt, the Line Management Contract does not include terms in relation to the supply of a telecommunications service by the ASD to the End User.

Losing Service Provider or LSP

means the ASD or Service Provider who supplied Services to the End User immediately prior to the End User electing to acquire one or more Product Packages from the GSP.

Non SMBR Service Provider

means a Service Provider who is not in a relationship with the ASD where the ASD provides the Service Provider with billing information via an SMBR platform.

Prime Service Deliverer

means the Prime Service Deliverer as defined in the Preselection Single Basket/Multi Service Deliverer Industry Code.

Product Package

means the packages of products, which the ASD will offer to supply to Service Providers for resale purposes under SMBR.

Product Package Selection

means the ability of an End User to choose to acquire different Product Packages for the same Service Number, from different Service Providers.

Product Redirection

means the redirection of Services under a Product Package from:

- (a) a non-SMBR Service Provider to an SMBR Service Provider; or
- (b) an SMBR Service Provider to an SMBR Service Provider.

Product Redirection Request

means a request from the GSP to the ASD to process a Product Redirection.

Service

means a service which is identifiable by a Full National Number and charged for separately, but excludes virtual extensions, in-dial non access lines and any subsidiary extensions, channels or lines which are not charged for separately but which may have a full national number.

Service Number

means a number used by the ASD to identify a Service.

Service Provider

means a carriage service provider as defined in section 87 of the *Telecommunications Act 1997* (Cth).

SMBR Service Provider

means the ASD or a Service Provider who is in a relationship with the ASD, where the ASD supplies the Service Provider with billing information via an SMBR platform. For the avoidance of doubt a SMBR Service Provider may also be receiving billing information in relation to the supply of Service via a Non - SMBR platform.

Switchless Multibasket Billing Redirection (SMBR)

means the redirection of billing from the ASD to the Service Provider where billing information is provided to the Service Provider via an SMBR platform.

Temporary Disconnection

means blocking of access from a customer's telephone service to a Carrier or CSP's service offering.

3 PRODUCT REDIRECTION BETWEEN SERVICE PROVIDERS

3.1 For all Product Redirection scenarios

Only those Services specifically requested by the GSP by Service Number as part of the Product Redirection request will be transferred by the ASD, any other Service Numbers that the End User has will remain in existing relationships.

3.2 Redirection in the Product Package Selection Environment

Where a SMBR GSP does not supply all available Product Packages and requests Product Redirection of a Service currently provided by another Service Provider, the GSP must inform the End User prior to that Product Redirection that:

- (a) the Product Packages not rebilled by the GSP will be provided by the ASD after the Product Redirection has been completed.
- (b) if the End User does not wish the ASD to supply those Product Packages, the End User must approach another SMBR Service Provider to arrange supply of those Product Packages.

3.3 Completion Reporting

Unless otherwise stated in a bilateral agreement, within 5 Clear Business Days of completion of a Product Redirection request, the ASD must advise the GSP that the Product Redirection has been completed, subject to the capability of the ASD to meet this timeframe. The ASD will provide a Gain Notification.

3.4 Notification

Unless otherwise stated in a bilateral agreement, within 5 Clear Business Days of completion of a Product Redirection request, the ASD must advise the LSP that the Product Redirection has been completed, subject to the capability of the ASD to meet this timeframe. The ASD will provide a Loss Notification.

4 HELP DESK SERVICES

4.1 For all Product Redirection Scenarios

- 4.1.1 Each SMBR Service Provider must provide its End Users with an enquiry number and Help Desk for the Product Packages that it supplies. The appropriate Help Desk may be provided by a third party through commercial agreement with that third party.
- 4.1.2 The obligation to provide Help Desk Services to the End User arises at the time that the Product Redirection has been completed.
- 4.1.3 The LSP is responsible for providing Help Desk services to the End User for the particular Product Packages that they provide until the Product Redirection process is complete.
- 4.1.4 The GSP and LSP will use reasonable endeavours to ensure that the End User will continue to receive Help Desk services until the Product Redirection process is completed.

4.2 Help Desk Services

- 4.2.1 A Help Desk comprises as a minimum, provision of the following services:
 - (a) in relation to Presales, the services required to respond to any requests for information on:
 - (i) product features and benefits;
 - (ii) product or feature operating instructions;
 - (iii) price and billing options;
 - (iv) compatibility and availability; and
 - (v) technical capability.
 - (b) in relation to Ordering and Provisioning, the services required to:
 - (i) gather all mandatory details required by an ASD to successfully process a work request; and
 - (ii) deal directly with the End User in relation to all enquiries about any ordering and provisioning activity.
 - (c) in relation to a Service Difficulties, the services required to:
 - (i) perform first level fault analysis and call screening with an End User to identify a fault condition;
 - (ii) report any fault condition that the End User may have to the ASD; and

- (iii) manage all enquiries from End Users about Service Difficulty activity.
- (d) in relation to Billing, the services required to:
 - (i) manage all issues and enquiries relating to the charging and billing of an End User.

5 BARRING

5.1 For all Product Redirection Scenarios

- 5.1.1 Barring and Temporary Disconnection may be imposed by the SMBR Service Provider for credit management purposes or may be imposed at the request of the End User.

5.2 Credit Management Barring

- 5.2.1 At the current time Barring is not available for particular Product Packages. Subject to the availability in the future, a SMBR Service Provider has the right to bar for credit management on the particular Product Package(s) for which the SMBR Service Provider bills the End-User.
- 5.2.2 The arrangements to allow a SMBR Service Provider to request Temporary Disconnection of an access line in a Product Package Selection environment is subject to further development.
- 5.2.3 The LSP cannot apply Barring or Temporary Disconnection to a service for credit management purposes after it has been informed of a Product Redirection pursuant to Clause 4.2, unless this is part of the LSPs standard debt recovery process.
- 5.2.4 Barring on an override call or certain carrier code specific calls may only be applied by the Prime Service Deliverer who supplies that code on its network, as long as that Barring does not Bar, or impact on the ability to supply override calls via another override code on another Service Providers network.
- 5.2.5 Currently no distinction can be made between customer initiated and credit management Barring. Subject to availability to make this distinction in the future and to the capability of removal at the time of Product Redirection, where a service has been Barred for credit management purposes, the Barring will be removed at the time of Product Redirection.

5.3 Customer Requested Barring

- 5.3.1 At the current time Barring is not available for particular Product Packages. Subject to availability in the future, a SMBR Service Provider will have the right to request to the ASD Barring on behalf of the End User where the SMBR Service Provider is acting as the Customer Authorised Representative.
- 5.3.2 Where the SMBR Service Provider is acting as the Customer Authorised Representative for an End User pursuant to Clause 4.5, the SMBR Service Provider can request application of Temporary Disconnection to a line where the SMBR Service Provider provides the Access Product Package.
- 5.3.3 Currently no distinction can be made between customer initiated and credit management Barring and Temporary Disconnection.

Where Barring is in place at the request of the End User, it will be removed at the time of Product Redirection.

6 RELATIONSHIP BETWEEN ASD AND END USER

6.1 ASD- End User Communication

- 6.1.1 The scope of the agreement between the End User and the ASD is not prescribed. As an example, it will provide that when an End User receives a Service directly from an ASD, the ASD may bill the End User directly for the Service. The scope of the relationship is a matter for the ASD and the End User.

- 6.1.2 Where a Product Package is billed by a SMBR Service Provider who is not the ASD, the ASD must take appropriate measures to ensure that the End-User usage information in respect of that Product Package is not available to its retail division. For the avoidance of doubt, retail divisions will know that Product Packages have been redirected.

7 REDIRECTION

7.1 Redirection Challenges and Enquiries

- 7.1.1 After completion of a Product Redirection, the End-User may subject the Product Redirection to a challenge and the LSP may enquire about the Product Redirection based upon the End User challenge.
- 7.1.2 End-Users may request a copy of the CA from the GSP. In such cases, the GSP is to supply a copy of the CA within five clear Business Days.
- 7.1.3 To resolve a challenge or enquiry instigated and requested by the End User, the ASD or the LSP may request a copy of the CA (with the End User's authorisation). The request should be accompanied by details of the challenge or enquiry. The GSP must supply a copy of the CA when so requested, in a form that can be read by the ASD or LSP. The copy must be supplied by the GSP to the ASD or LSP within five clear Business Days of receipt of the request.
- 7.1.4 If a copy of the CA is not produced within five clear Business Days of a request by the LSP, the Product Redirection will be considered to be invalid, subject to the direction of the End User to the contrary.
- 7.1.5 If a copy of the CA produced by the GSP within five clear Business Days of a request by the LSP or End User does not demonstrate that the Product Redirection has been authorised by the End User and the GSP has confirmed this with the End User, then the Product Redirection will be considered to be invalid.
- 7.1.6 Where an invalid Product Redirection has been identified, the GSP and LSP must take action to rectify it in accordance with the End User's wishes.
- 7.1.7 The End User is to be advised of the invalid Product Redirection by the LSP immediately upon the LSP becoming aware of the invalid Product Redirection.
- 7.1.8 Where the GSP and LSP are unable to determine the validity of the CA (for instance, both parties have a CA, authorised on the same day), then the End User is to be contacted to determine the validity of the CA.
- 7.1.9 The ASD, LSP and GSP, as agreed, may seek the recovery of direct costs relating to rectifying invalid Product Redirections from the party responsible for the invalid Product Redirection. For the avoidance of doubt direct costs are defined as transfer and reject fees.

8 BILATERAL AGREEMENTS

8.1 Minimum Acceptable Practices

8.1.1 This Guideline suggests minimum acceptable practices, which do not unnecessarily limit industry's ability to improve on the minimum level. These guidelines do not constrain two or more individual industry participants agreeing to different arrangements provided that those arrangements meet the minimum level defined in this Guideline. Such arrangements must not diminish requirements contained in this Guideline.

8.2 Bilateral Matters

8.2.1 Parties to this Guideline recognise that they may enter into bilateral agreements with each other and the ASD which may include but are not limited to the following matters:

- (a) the charges and costs directly relating to Product Redirection;
- (b) notification and validation;
- (c) the charges and costs directly related to invalid Product Redirections;
- (d) the charges and costs directly related to Product Redirection rejections;
- (e) gathering information relating to forecasting and volume levels;
- (f) indemnities and limitations of liability;
- (g) long term contracts between End Users and LSPs;
- (h) operational arrangements;
- (i) the determination of the effective Date of Transfer;
- (j) exceptional circumstances; and
- (k) dispute resolution procedures.

9 PARTICIPANTS

The Working Committee responsible for the revisions made to this Guideline consisted of the following organisations and their representatives:

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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.

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