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COMMUNICATIONS
INDUSTRY FORUM



INDUSTRY CODE
ACIF C542:2003
BILLING

ACIF C542:2003 Billing Industry Code

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EXPLANATORY STATEMENT

Background

The Billing Code has been given a high priority by the telecommunications industry, Government, consumer groups and regulatory agencies, including the Australian Competition and Consumer Commission (ACCC), the Australian Communications Authority (ACA) and the Telecommunications Industry Ombudsman (TIO).

As telecommunications is increasingly playing a crucial role in both the social and business lives of all people in Australia, the choice of supplier, and which products to acquire and utilise, represent important purchasing decisions for customers. For these reasons, it is critical that customers are able to make informed purchasing decisions, and have confidence in the integrity of their suppliers' billing service.

Section 112 of the *Telecommunications Act 1997* (the Act) outlines the intention of Parliament that the telecommunications industry develops industry codes relating to telecommunications activities. Section 113 specifically lists accuracy, timeliness and comprehensibility of bills as examples of matters that may be dealt with by the development of an industry code.

The review of this Code has been facilitated by the Australian Communications Industry Forum (ACIF) through a Working Committee comprised of representatives from the telecommunications industry, Government regulatory agencies, the TIO and consumer groups.

The Billing Code was registered by the ACA in October 2000. However, the Code contained some clauses which did not take effect until October 2001. In addition, two clauses were added to the Code in October 2001 which confirmed the TIO's power to handle end user complaints in relation to the Code, and gave the ACA power to refer industry complaints under the Code to ACIF for resolution.

In accordance with ACIF operations and procedures, the Code has undergone its first review since October 2001. The review process considered issues including the following:

- pre-paid products and services;
- itemisation;
- direct debit;
- final notices; and
- bill timeliness.

The Committee reviewing the Code decided not to make major changes to rules but consolidate current areas where there was confusion.

Current Regulatory Arrangements

The *Trade Practices Act 1974* has legislative implications for billing activity generally. However, the only specific regulation in relation to telecommunications billing matters is that provided in Part 5 of Schedule 2 of the Act, which refers to the itemisation of billed charges.

The ACIF C518: 2000 **Call Charging and Billing Accuracy** Industry Code addresses billing accuracy at an overall supplier level. However, a more customer focused Billing Code is required to ensure that suppliers deal with customers on billing matters in an appropriate and consistent manner.

The *Telecommunications (Consumer Protection and Service Standards) Act 1999* requires that carriers and service providers must enter into and comply with the Telecommunications Industry Ombudsman (TIO) Scheme. This Scheme is an avenue of last resort for the handling of end user complaints about the provision of carriage services including billing matters.

Why Current Regulatory Arrangements Are Inadequate

Regulation relating to billing is either expressed in extremely broad terms, and consequently open to interpretation, or non-existent. Where the Act is silent on a subject, both suppliers and consumers may be unsure of their rights and responsibilities. This has led to an unsatisfactory situation of suppliers providing varying levels of billing performance and information, and consumers being unclear as to what is acceptable and required by the legislation. Billing is one of the largest categories of complaint received by carriers and logged by the TIO. This Code has addressed some of the relevant issues raised within that category of complaint.

The October 2001 Code review has found that current arrangements were not adequate to address concerns relating to provisions for pre-paid products and services, direct debit and bill timeliness.

In the wake of the collapse of One.Tel, it became apparent that rules regarding direct debiting practices were unclear. Whilst it is considered that this is an issue for the financial services industry generally, it was also felt there were measures that the telecommunications industry could take to ensure consumers were better protected.

How The Code Builds On And Enhances The Current Regulatory Arrangements

The Billing Code sets minimum billing standards for suppliers to ensure that customers receive acceptable levels of service in the following areas, which are not specifically covered in present legislation or regulation:

- bill content;
- a customer's right of access to billing information;
- the verification of billed charges;
- the itemisation of billed charges;
- billing timeliness;
- bill payments;
- billing options, such as bill media and billing frequency; and
- direct debiting.

In the course of reviewing this Code, concerns regarding the relationship between billing and pre-paid services have been raised. Pre-paid products were reviewed along with the other issues mentioned and are now reflected within the terms of this revised Code.

The section on allowable delays to the timeliness of billable charges has also been refined in order to address issues relating to installment charging. Other issues addressed by the committee reviewing the Code include verification of all charges including SMS and pre-paid products.

The matter of backbilling has been revisited and the current rules retained.

The Billing Code should be read in the context of other relevant Codes, including the ACIF C518: 2000 **Call Charging & Billing Accuracy** Industry Code, the ACIF

C547:2001 **Complaints Handling** Industry Code, the ACIF C521: 2001 **Customer Information on Prices, Terms & Conditions** Industry Code, and the ACIF C541:2001 **Credit Management** Industry Code .

This Code also should be read in conjunction with relevant legislation, including:

- the *Telecommunications Act 1997*
- the *Telecommunications (Consumer Protection and Service Standards) Act 1999*
- the *Trade Practices Act 1974*
- the *Disability Discrimination Act 1992*
- the *Privacy Act 1988*.

What This Code Will Accomplish - Objectives

The Code seeks to ensure that customers are provided with clearly understood, accurate, timely and complete bills and billing related information. The Code is written from a customer's perspective and provides a minimum set of standards for suppliers to meet when performing billing functions. At the same time, care has been taken not to infringe upon or limit the competitive nature of billing for telecommunications services in the Australian marketplace.

With the growing number of industry participants and continual changes in technology, products and services, it is important that the telecommunications industry develops and maintains minimum billing standards to keep pace with these changes.

Compliance by suppliers with the Billing Code will enable customers to understand and have confidence in their bills by ensuring that:

- customers are provided with or have access to sufficient information to enable them to verify the accuracy of billed charges;
- bills are easy to read and understand;
- charges are billed and bills issued in a timely manner;
- customers have enhanced understanding of direct debiting arrangements; and
- pre-paid Customers are able to verify their charges.

As a point of clarification, the Billing Code is concerned with billing, not pricing. Matters relating to information on pricing are covered in the Prices, Terms and Conditions Code.

The Code does not cover wholesale billing except where there are direct impacts on customers or as otherwise explicitly stated in this Code.

How The Objectives Will Be Achieved

The Code sets out the minimum requirements that telecommunications suppliers must adopt when billing their customers with a focus on:

- **Bill Content and Presentation.** Bill content refers to the information appearing on the bill. As the bill is the only or primary form of regular contact most customers have with their supplier, the importance of the information included on the bill is paramount. Bill content therefore must be relevant to the needs of customers, both for conveying billed charges and the amount payable, and for informing customers about billing features, options, products and services. Additionally, the bill itself and the

information on the bill must be presented in such a way that it can be easily read and understood.

- **Billing Verification.** The highest level of telecommunications billing accuracy is expected by customers as a necessary commercial condition of trade and forms the basis of consumer confidence. Accordingly, suppliers must assure and be able to demonstrate the accuracy of their billing, and customers must be able to verify that their bill is accurate.
- **Billing Timeliness.** Not only must bill content and billing information be accurate and verifiable, it must also be timely. As far as practical, billed charges must be presented on the next available bill and bill payments must be processed promptly.

Upon registration of this Billing Code, the ACA can enforce the Code against all relevant sections of the industry. ACIF will monitor suppliers' performance against the Code, and will require any Code Signatory whose compliance appears to be inadequate to address any problems or difficulties in accordance with ACIF's Code Administration and Compliance Scheme.

Benefits To Customers

Billing is a key element of the relationship that customers have with their suppliers, and compliance by suppliers with the Billing Code will provide substantial benefits to customers:

- it will be easier for customers to read and understand their bills;
- customers will be better able to verify the accuracy of billed charge, resulting in customers having increased confidence in their bills;
- customers will receive more timely bills;
- the charges on bills will be more timely;
- customers will be better informed about a supplier's services related to billing; and
- customers will have less cause to lodge billing complaints.

This will enable customers to check that they are paying only for what they have requested, purchased, acquired and used, and that billed charges are in accordance with their supplier's published and contracted tariffs.

Benefits To Industry

From a supplier's perspective, billing is a key differentiator and competitive tool, and improved billing performance as a consequence of the Code will have both market and operational benefits:

- higher levels of customer satisfaction, with implications for market share;
- improved confidence in service providers that they are able to give higher levels of assurance with their billing processes; and
- fewer customer complaints about billing matters, resulting in lower costs.

From a regulatory standpoint, the Code will be a basis for improved performance by suppliers in relation to billing such that there will be less cause for intervention, resulting in more efficient industry regulation.

Anticipated Costs To Industry

Industry participants will incur initial and ongoing costs in relation to compliance with this Code.

Compliance with the Billing Code required existing suppliers to modify their billing policies and operating practices, and the associated procedures, including staff education and training. New entrants will need to build the necessary functionality into their billing processes and systems.

The initial cost for compliance with the Code has been borne by industry participants, and those costs are still being amortised over a five year period, which began in 2000. This review has not made any significant changes to the Code which would add major costs to industry. Therefore, the costs for industry relate to ongoing maintenance and standard upgrading of systems and processes to ensure Code compliance.

Sue Snell
Chairman
CCRP/WC10 – Billing Working Committee

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1 INTRODUCTION AND REGISTRATION WITH ACA

1.1 Introduction

- 1.1.1 Section 112 of the *Telecommunications Act 1997* sets out the intention of the Commonwealth Parliament that bodies and associations in the telecommunications industry develop industry codes relating to the Telecommunications Activities of those bodies.
- 1.1.2 The development of this Code has been facilitated by the Australian Communications Industry Forum through a Working Committee comprised of representatives from the telecommunications industry, Government regulatory agencies, the Telecommunications Industry Ombudsman and consumer and small business groups.
- 1.1.3 This Code does not cover Wholesale Billing except where there are direct impacts on Customers or as otherwise explicitly stated in this Code.
- 1.1.4 This Code is concerned with Billing, not pricing.
- 1.1.5 This Code should be read in the context of other relevant Codes, including the ACIF C518:2000 **Call Charging & Billing Accuracy** Industry Code, the ACIF C547:2001 **Complaint Handling** Industry Code, the ACIF C521:2001 **Customer Information on Prices, Terms and Conditions** Industry Code, the ACIF C541:2001 **Credit Management** Industry Code and the ACIF C523:2001 **Protection of Personal Information of Customers of Telecommunications Providers** Industry Code.
- 1.1.6 This Code should be read in conjunction with related legislation, including:
- the *Telecommunications Act 1997*;
 - the *Telecommunications (Consumer Protection and Service Standards) Act 1999*;
 - the *Trade Practices Act 1974*;
 - the *Disability Discrimination Act 1992*; and
 - the *Privacy Act 1988*.
- 1.1.7 If there is a conflict between the requirements of this Code and any requirements imposed on a Supplier by statute, the Supplier will not be in breach of this Code by complying with the requirements of the statute.
- 1.1.8 Statements in boxed text are a guide to interpretation only and not enforceable as Code rules.

1.2 Registration with ACA

- 1.2.1 This Code is registered with the Australian Communications Authority.

2 SCOPE AND OBJECTIVES

2.1 Scope

2.1.1 This Code is applicable to the following sections of the telecommunications industry under Section 110 of the Telecommunications Act 1997. They are collectively referred to as "Suppliers":

- (a) Carriers
- (b) Carriage Service Providers
- (c) Content Service Providers.

NOTES:

- *Carriage Service Providers include Internet Service Providers.*
- *Content Service Providers include Pay TV operators.*
- *The Code is relevant to a Pay TV Operator only when the Pay TV Operator is involved in billing in relation to telecommunications. An example of such activity is the provision of telephony over Pay TV cable.*

2.1.2 This Code deals with Customer Billing in relation to Telecommunications Activities, as defined in Section 109 of the Telecommunications Act 1997.

2.1.3 The Code does not deal with the following:

- (a) inter-carrier or Wholesale Billing practices, except where there are direct impacts on or implications for Customers, or as otherwise specified in this Code;
- (b) the Billing of goods and services provided by or passed on by a Supplier in relation to specific works and commercial arrangements that are not the Supplier's market offerings; or

Examples of work and commercial arrangements not covered by the Code include:

- *paid telecommunications consultancy*
- *external works, eg a separately billed cable reticulation project*
- *recoverable works, eg, the cost of repairing a cable damaged by an external contractor. fraudulent use of services.*

2.1.4 The Code covers the Customer Billing operations of Suppliers in Australia. International call types that are dependent on overseas providers are not covered by the Code.

Examples of call types which may not be covered:

- *international reverse charge calls*
- *international mobile roaming calls*
- *ship to shore calls*
- *international calling card calls*

- 2.1.5 The Code specifies:
- (a) the rules for the management of Customer Billing including Bill content, Billing Verification and Billing Timeliness; and
 - (b) the minimum standard requirements of a Supplier's practices for Billing.
- 2.1.6 It is recognised that existing contracts may remain in place until the term of each expires. However, Suppliers must use reasonable endeavours to ensure that arrangements or agreements entered into with Third Parties (relevant to this Code) do not affect, limit or impact on a Supplier's ability to comply with the terms of this Code.

2.2 Objectives

- 2.2.1 To promote informed Customer choice, and to enable Customers to understand and have confidence in their Bills by establishing a set of minimum standards for Suppliers to meet when Billing their Customers, by ensuring that:
- (a) Customers are provided with or have access to sufficient information to enable them to Verify the correctness of Billed Charges;
 - (b) when Bills are issued, they are easy to read and understand; and
 - (c) Charges are billed, Bills are issued, and payments are credited in a timely manner.

3 PARTICIPANTS

The group that developed this Industry Code consisted of the following organisations and their representatives:

Organisation	Voting Status	Representative
AAPT	Voting	Helen Steptoe
Australian Communications Authority	Non voting	Michael Owens
Australian Competition and Consumer Commission	Non-Voting	David Hinitt
Consumers' Telecommunications Network	Voting	Teresa Corbin
PowerTel	Voting	Kimberley Love
RSLCom	Voting	August Dieckhaus
Singtel Optus Pty Ltd	Voting	Karl Jepson
Small Enterprise Telecommunications Centre Ltd	Voting	Ewan Brown (Deputy Chair)
Telecommunications Industry Ombudsman	Non voting	Phil Waren
Telstra	Non voting	Joe Camilleri
Telstra	Voting	Paul McGuinness
Telstra	Non voting	Sue Snell (Chair)
Vodafone	Voting	Heath Ogier/Brian McDonnell

Holly Raiche of ACIF supplied project management support.

4 DEFINITIONS AND ABBREVIATIONS

In this Code, the following words have the meanings as documented below, unless a contrary intention is stated in the text of the Code:

Account

means the Supplier's record of a Customer's Bill and associated Charges, and of Billing arrangements with the Customer, including Customer information to assist with Customer enquiries and credit assessment and management.

ACIF

means the Australian Communications Industry Forum.

Advocate

means an attendant care worker, family member, friend or other person nominated by a Customer with a disability, non-English speaking background or other special need to assist the Customer. An Advocate is not authorised to make changes to the Customer's account or telecommunications services unless they are also nominated by the Customer as an Authorised Representative.

Authorised Representative

means the person who is formally authorised by a Customer to act on behalf of the Customer on bona fide matters concerning Bills from a Supplier to the Customer. Wherever the term Customer is used in this Code, the term Authorised Representative should also be read.

Bill

means an invoice or statement, including paper and electronic, from a Supplier to a Customer with the prime purpose of advising the amount due for payment by the Customer for goods and services purchased, requested, acquired or used by the Customer.

Billing

means the function of a Supplier in:

- assembling the Charges incurred by a Customer during the Billing Period;
- applying any debts or credits outstanding or Discounts due, and calculating the net amount to be paid by the Customer;
- issuing and delivering the Bill, except where the Customer and the Supplier agree that the Supplier will not issue a Bill;

EXAMPLE: Pre-paid products

- handling Billing Enquiries from the Customer; and
- receiving and receipting payments made by the Customer.

Billing Accuracy

means the correctness of Charges, including the sum of the Billed Charges to a Customer in terms of consistency with what the Customer has requested, purchased, acquired or utilized, and in compliance with the Supplier's contracted or published tariffs and Discounts.

Billing Address

means the Customer's address to which the Bill is sent.

Billed Charge

means the amount Billed by a Supplier to a Customer.

Billing Complaint

means an expression of dissatisfaction or grievance made to a Supplier by a Customer, about any aspect of the Customer's Bill or the Supplier's Billing Service, but does not include a request for information.

Billing Enquiry

means a request to a Supplier by a Customer for information about Charges or other content on the Supplier's Bill, or about other aspects of the Supplier's Billing Service, relevant to that Customer.

Billing Option

means a Billing related feature, usually at no Charge, which a Customer may choose - for example, Billing frequency.

Billing Period

means a period of time, typically a month or quarter, or the end dates to which Charges are billed.

Billing Product

means an enhanced Billing related offering, usually subject to a fee, to a Customer or group of Customers - for example, Billing analysis.

Billing Timeliness

means the meeting of stipulated time related performance standards associated with Billing activities.

Carriage Service Provider

is as defined in the *Telecommunications Act 1997*.

Internet Service Providers are Carriage Service Providers

Carrier

is as defined in the *Telecommunications Act 1997*.

Carriage Good or Service

means a good or service provided by one Supplier to another under a wholesale commercial arrangement.

Charge

means the tariff or fee levied by a Supplier for the provision of a telecommunications good, service or transaction; or for a Third Party product or service.

Content Service Provider

is as defined in the *Telecommunications Act 1997*.

Customer

means a person or entity who:

- (a) has a contract with a Supplier for the supply of a telecommunications good or service;
- (b) is eligible under the criteria set by a Supplier to enter into a contract for the supply of a telecommunications good or service; or

- (c) enters into a contractual arrangement with a Supplier by purchasing a Pre-paid product offered by the Supplier, such as a Pre-paid calling facility.

NOTES:

- Where a Supplier is dealing with an Authorised Representative of the Customer, the Supplier fulfils its obligations to the Customer under this Code by providing Billing or Billing related information in relation to a bona fide request by that Representative.
- A Customer initiating an Override Call is considered as entering into a contract on a call by call basis with the call carrying Supplier.
- In relation to a particular activity, a Supplier may be a Customer of another Supplier when not operating under an intercarrier or wholesale arrangement.

Customer's Billing Name

means the name of the person or entity to whom the Bill is issued and delivered.

Direct Debit

means an automatic payment from the Customer's nominated financial institution account, as agreed with the Customer.

Discount

means a pricing offer resulting in a variation, in the Customer's favour, from a Supplier's Charge. These variations may result from individual Supplier/Customer agreements, or from wider market offerings such as volume Discounts and calling plans.

Electronic Address

means the code which directs an electronic message to a particular Customer.

EXAMPLE: an email address, such as John.Citizen@acif.org.au

Electronic Bill

means a Bill utilising an electronic medium, including but not limited to an electronic tape or disk, or on-line information transfer.

Feature

means a specific characteristic of either a good or service of the Supplier's Billing Service. Refer also to the definition of Billing Option.

Force Majeure

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

Itemisation

refers to the definition of Itemised Billing.

Itemised Billing

means the inclusion on the Bill of details about a particular Billed Charge. For Timed Calls this includes the amount billed, the start time and date of the call, the call duration and the number called. For customer equipment or other

non-call Charges. Itemisation involves a listing of each item for which a Charge is Billed, and the amount Billed.

Override Call

means a call made by a Customer by dialling a series of numbers to use the service of a particular Carriage Service Provider, other than the Customer's preselected Carriage Service Provider, on a per call basis.

Pre-paid

means any product that is paid for in full by the Customer prior to the product being consumed, when the product is marketed as a Pre-paid product.

Public Close Date

means the date after which a Customer cannot add, change or remove a White Pages™ directory entry.

Rating

means the application of the Supplier's price to a particular call.

Standard Telephone Service

is as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.

Supplier

means a Carrier, Carriage Service Provider or Content Service Provider.

Telecommunications Activity

is as defined in the *Telecommunications Act 1997*.

Timed Call

means a call for which a Charge is calculated according to the duration of the call.

Third Party

means any organisation or individual other than the Supplier or Customer.

Third Party Charges

means Charges Billed by a Supplier, on behalf of another commercial entity, for goods and services provided by that other commercial entity that may or may not be another Supplier. The goods and services may or may not be telecommunications goods or services.

Untimed Call

means a call for which a Charge which is not calculated according to the duration of the call.

Verification

means a Supplier's confirmation that a Customer has been Charged at the promised rate for goods and services that the Supplier's records show were utilised by the Customer. Verify and Verifiable have corresponding meaning.

Wholesale Billing

means Billing or Billing processes between Suppliers in relation to the supply of Carriage Goods or Services for use in connection with a Carriage Service, or for use or resale by Carriage Service Providers.

Working Days

means days of the week, Monday to Friday, excluding publicly gazetted holidays.

5 BILLING

5.1 A Customer's Right to Billing Information

- 5.1.1 A Customer and Supplier may agree that a Customer will incur a Charge without an invoice or statement being issued by the Supplier. Alternatively, a Supplier may choose not to provide an invoice or statement for the good or service. Any agreement not to provide or receive an invoice or statement must be included in the Supplier's terms and conditions for the product. A notification message that payment is due is not a Bill

Examples of notification can include SMS email or voice message.

- 5.1.2 **Bill Content.** A Supplier must ensure that Customers are able to obtain information relevant to their current Bill or to any item of its content.

- 5.1.3 **General Billing Information.** A Supplier, on a bona fide request from a Customer, must inform or provide that Customer with timely, accurate and current information about the Supplier's Billing terms and conditions, and about available Billing Products, services and Options relevant to that Customer.

- 5.1.4 **Information on Prices.**

- (a) A Supplier must ensure that Customers have ready access to information on prices (and Discounts) relevant to their service and/or their Bill.
- (b) When the Customer enquiry contact point for obtaining information about a Supplier's prices and Discounts is not the Billing Enquiry number or address shown on the Supplier's Bill, a Supplier must ensure that the contact number or address for pricing information is stated on the Bill.

- 5.1.5 **Charging for the Provision of Bills and Billing Information.**

- (a) In response to a bona fide request from a Customer, a Supplier must provide information on its Billing and prices without Charge, except that a Charge may be applied where:
 - (i) the information provided is a Billing Product or service marketed by the Supplier and ordered by the Customer;
 - (ii) the Customer's request for information is significantly higher in volume or complexity than the usual types of requests for information, and if provided would involve the Supplier in undertaking substantially greater effort, or would jeopardise the standard of customer service provided to other Customers;
 - (iii) the request is received in respect of a Customer or group of Customers from a commercial agent

requiring copies of numerous past Bills spanning a number of years; or

- (iv) the request is for a copy of past Bills that incurs extra cost, for example, due to additional production costs, or manual effort, or archive recovery effort, or courier costs.

Examples of where a Charge may apply:

- *information requiring extensive collection and collation by the Supplier;*
- *itemisation of Billed Charges beyond that normally provided, eg for local calls; or*
- *enhanced Electronic Billing and analysis capabilities are involved.*

- (b) If a Charge is to be levied, the Supplier must prior to the levying of that Charge inform the Customer of the amount of the Charge or of how it will be calculated.
- (c) Any Charges for providing information covered by this Code must be limited to the reasonable cost of providing that information.

5.1.6 **Exceptions.** Subject to clause 7.4.2 a Supplier need not provide Billing information on the Bill under this Code, if:

- (a) a Customer's request for information is frivolous or vexatious, or would be unduly onerous upon the Supplier;
- (b) the information is not relevant to the Customer's period of use of the related good or service; or
- (c) it would breach obligations of confidentiality or otherwise be in contravention of any law.

There is an overriding principle that a Customer should be able to obtain information relevant to their past and present usage of a telecommunications good or service. Examples of information include itemisation on a current or previous Bill, Billing related terms and conditions for service.

5.2 Retention of a Customer's Bills

5.2.1 A Supplier must retain records of a Customer's Bill for a minimum period as required by law.

5.3 Privacy and Confidentiality

5.3.1 A Supplier's process for allowing a Customer's Authorised Representative to act on the Customer's behalf must include procedures to protect the Customer's privacy and confidentiality, and must ensure that such arrangements are formally authorised by the Customer. As required by the Supplier, this authorisation must be in writing.

5.3.2 A Supplier must protect the privacy of each Customer's Billing details and related personal information.

Privacy requirements on Suppliers are contained in the Privacy Act 1988 and Part 13 of the Telecommunications Act 1997.

5.4 Billing of New Products, Features & Services

- 5.4.1 A Supplier must not release to market a new Product, Feature or Service (other than the offer of a free trial) without appropriate Billing, except where the Supplier agrees in advance with a specific Customer or group of Customers to provide a product, feature or service with customised or limited Billing arrangements.
- 5.4.2 A Supplier must clearly inform the Customer of the details of the customised or limited Billing arrangements prior to the Supplier providing the product, feature or service, or prior to the Customer accessing the product, feature or service.

6 THE BILL

6.1 Bill Content

- 6.1.1 As a minimum, a Supplier must include the following information on each Bill issued by a Supplier:
- (a) the Customer's Billing Name, which may or may not be the lessee, owner or user of the Service;
 - (b) the Customer's Billing Address, which may or may not be the Customer's location or Service address. For electronically issued Bills, it may simply be an Electronic Address;
 - (c) the Supplier's trading name and registered number, eg ACN and/or ABN;
 - (d) a Bill reference and/or Customer account reference;
 - (e) Billing Period;
 - (f) description of the Charges and credits for which the Customer is Billed;
 - (g) the total amount Billed, applicable credits, payments or Discounts, and the net amount payable by the Customer;
 - (h) Bill issue date;
 - (i) the payment due date;
 - (j) at least one method of Bill payment;
 - (k) a Bill Enquiries method of contact. For telephone services, this must be a telephone number, but may also be an Electronic Address; and
 - (l) the nature of call Charges applicable to Billing Enquiry calls (see clause 11.1.3).

6.2 Called Party Names

- 6.2.1 A Supplier must not publish on a Bill the name of a called individual, where a natural person can be identified, unless agreed by that individual.

6.3 Bill Presentation & Format

- 6.3.1 **Understanding the Bill.** A Supplier must ensure that Bills are presented and formatted such that Customers can easily read and comprehend the content, by:
- (a) avoiding unnecessary complexity;
 - (b) using simple and straightforward language, as far as practicable; and
 - (c) being readily understandable and unambiguous.
- 6.3.2 **Electronic Bills.** As relevant, a Supplier must advise Customers who choose to view or receive Bills electronically that the

presentation of Electronic Bills may be adversely affected by equipment or conditions beyond the Supplier's control.

The presentation of Electronic Bills may be affected by the type and quality of the Customer's equipment and, as such, the Supplier is not responsible for consequential presentation distortions.

6.3.3 **Descriptions.** A Supplier must ensure that items and categories on the Bill are described in sufficient manner and detail to enable the Customer to identify the individual components in the Bill and to readily understand their meaning and context. This includes:

- (a) **Sections & Categories** - Where applicable and practical, Charges must be presented on the Bill in logical sections and suitably described in order to aid Customer understanding.

EXAMPLES:

- *call type Charges*
- *service Charges*
- *Third Party Charges*
- *Charges for non-telecommunications products and services, eg insurance for mobile handsets*

- (b) **Adjustments & Credits.** A description for an adjustment or credit must be shown on the Bill in sufficient detail to enable Customer understanding.
- (c) **Discounts.** The value of Discounts provided to Customers must be stated on the Bill.
- (d) **Overdue charges.** A Supplier must differentiate on or with the Bill between the due date of any outstanding amount and the due date of current Charges.

Suppliers may provide additional information on the Bill or in separate documentation - for example, a standard Customer brochure - to assist Customers to better understand the Bill and its content, and the Supplier's charging and Billing practices.

7 THE VERIFICATION OF CHARGES

7.1 Accuracy Verification

7.1.1 **Accuracy Verification.** Suppliers must act in accordance with two principles of Billing Accuracy:

- (a) **Supplier Verification.** Billing Accuracy must be Verifiable and demonstrated as such by the Supplier.
- (b) **Customer Verification.** Sufficient information must be on the Bill or otherwise readily available to the Customer to enable the Customer to Verify the Charges are correct.

EXAMPLES: Information may be otherwise readily available from the Supplier's Bill Enquiries number, or from the Supplier's web page or from brochures provided by the Supplier. In the case of Third Party Charging, information can be obtained from the relevant Third Party.

7.2 Supplier Verification

7.2.1 A Supplier must ensure Billing Accuracy.

7.2.2 Inaccuracies arising from the following circumstances are recognised exceptions:

- (a) the Supplier relied on information provided by another person who is not an employee or agent of the Supplier;
- (b) an action or failure of another person who is not a director, employee or agent of the Supplier; or
- (c) an accident, a mistake or any matter beyond the Supplier's control, and the Supplier took reasonable care and precautions to avoid the inaccuracy.

NOTES:

Methods that Suppliers may employ to ensure overall Billing Accuracy include:

- *Compliance with the ACIF C518:2000 Call Charging and Billing Accuracy Code.*
- *Certification of the Charging and Billing Process with the Australian and International Quality Standard AS/NZS ISO 9001.*
- *Compliance with the Australian Standard Guidelines AS 3905.9 for Telecommunications Call Charging and Billing.*
- *Effective Quality Assurance techniques as an inherent part of Billing operations.*

In the case of non-call Charges, such as service and equipment Charges, service provision fees and line rentals, Billing Accuracy relies on both the Supplier and the Customer to keep their records accurate and up to date, and to keep each other informed of changes to the Customer's inventory and associated pricing, terms and conditions.

EXAMPLES:

- *A Customer no longer requiring or using a rented telephone handset should so advise the Supplier and return the handset to the Supplier.*
- *Advice to Customers of new prices or terms and conditions applying to the Supplier's goods and services, for example through a press advertisement.*

Verification at the individual Customer level is a matter for resolution between the Customer and the Supplier depending on the circumstances, consistent with the Supplier's Charges.

- 7.2.3 **Customer Awareness.** A Supplier must inform Customers of their responsibility to advise their Supplier of relevant changes to the Customer's telecommunications service and equipment inventory.

7.3 Supplier Information for Customer Verification

- 7.3.1 A Supplier must ensure that all Charges levied are Verifiable by the Customer as being consistent with:
- (a) the Supplier's published or contracted prices and Discounts; and
 - (b) what the Customer has requested, utilised or contracted to receive.
- 7.3.2 A Supplier must ensure that Third Party Charges included in a Supplier's Bill contain sufficient information to enable the Customer to readily identify the Charge as applying to the product or service supplied by a Third Party.
- 7.3.3 Either on or with the Bill, or otherwise readily available to the Customer, a Supplier must provide sufficient information to enable Verification of the accuracy of Charges. This includes the Itemisation of Charges Billed as outlined in Clause 7.4.

Otherwise readily available sources of information may include the Supplier's Bill Enquiry number, the Supplier's web page, or brochures provided by the Supplier.

7.4 The Itemisation of Charges

- 7.4.1 **Itemisation Availability**
- (a) A Supplier must ensure that Customers have access to the Itemised details of all Charges in relation to a Standard Telephone Service, either on the Bill itself or on a separate advice provided by the Supplier on request, as outlined in Clause 7.4.1 (b) and (c) below.

NOTES:

- *Details of calls made through the use of Pre-paid calling facilities generally need not be, and may not be able to be, included on a Customer's Bill.*
- *Fixed-priced packages may not require Itemisation of component product and service usage within the package.*

- (b) Suppliers must provide Itemised details of all Timed Call Charges Billed to the Customer during the current Billing Period:
 - (i) unless otherwise requested by or agreed with the Customer, or
 - (ii) unless Itemisation results in excessive Bill size. For example, for large business Customers, a default to no Itemisation may be employed, recognising that the Customer may request Itemisation, either on a one-off or an on-going basis, in which case the requested Itemisation must be provided.

A Customer may choose not to receive Itemised Charges on their Bill, provided the Customer has been informed of the availability of such information and the procedures necessary to obtain that information.

- (c) If requested by a Customer, a Supplier must provide that Customer with Itemised call details for Untimed Calls, including local calls.
- (d) A Supplier must ensure that Itemised details of past Call Charges are readily available to the Customer for at least two Billing Periods prior to the current Billing Period, noting that the Supplier may require prior notification from the Customer to provide Itemised details of some Call Charges.
- (e) Where applicable, the Supplier must inform Customers of the notice period required to obtain Itemised Billing.

NOTE: Itemised details for particular products or call types may not be captured or processed by a Supplier as a routine activity, and advance notice may be required by the Supplier in order to provide Itemised Billing sought by the Customer.

- (f) A Supplier must ensure that Itemised details contained in previous Bills are available for a minimum period as required by law.

7.4.2 **Itemisation Charges.** A Supplier must ensure that Itemised Charge details relating to the current Bill are available without Charge. However, exceptions and circumstances when a Charge may apply are:

- (a) **Past Itemisation Details.** A Supplier may apply a Charge if Itemised details of Charges relating to historical Bills prior to the most recently issued Bill are sought by the Customer and subsequently provided by the Supplier.

EXAMPLE: A particular instance when a Charge may be levied is when a commercial agent acting on behalf of a Customer or group of Customers seeks Charge details going back a number of years.

- (b) **Cost Considerations.** High unit costs are involved in the provision of some types of Itemisation, and a Supplier may choose to levy a Charge to recover such costs.

EXAMPLES:

- A Charge may be levied by a Supplier for the provision of an Itemised Bill or separate listing of Untimed Call details or where a Bill is not issued for that product.
- A Charge may be levied by a Supplier when providing Itemised details for high volumes of particular types of Timed Calls or transactions - for example, ISDN Timed Local Calls.

(c) **Frivolous, Vexatious and Onerous Requests.** If a Customer's request for information is frivolous or vexatious, or would be unduly onerous upon the Supplier.

(d) **Amount Charged.** If a Supplier levies a Charge under 7.4.2 the Supplier must ensure the Charge is applied in accordance with Clause 5.1.5.

7.4.3 If a Charge is to be levied under 7.4.2, the Supplier must, prior to the levying of that Charge, inform the Customer of the amount of the Charge or of how it is to be calculated.

7.4.4 A Charge must not be levied for the provision of Itemisation when provided in an endeavour to resolve a bona fide Billing Complaint in relation to:

- (a) the most recently issued quarterly Bill;
- (b) the most recently issued monthly Bill and the previous monthly Bill; or
- (c) where a Bill is not issued, Charges information relating to the two months prior to the date of the Billing Complaint being lodged with the Supplier.

8 BILLING TIMELINESS

8.1 Timeliness of Bill Issue

- 8.1.1 Suppliers must process and issue Bills to the delivery contractor or delivery mechanism within 10 Working Days after closure of the Billing Period.
- 8.1.2 Exceptions to the requirement in Clause 8.1.1 may occur when:
- (a) there exists a different agreement with the Customer;
 - (b) value-added information is included on or with the Bill – for example, call analyses, or historical or trending information which require additional processing efforts;
 - (c) system or processing problems occur – for example, a system breakdown or abnormally high processing volumes;
 - (d) a Supplier purposely delays Bill Issue for Customer service purposes – for example, as part of the Supplier's quality assurance activity;
 - (e) Electronic Billing where longer processing times are necessary; or
 - (f) Force Majeure.
- 8.1.3 When unforeseen events delay Bill Issue, as referenced in Clauses 8.1.2 (c) and (d) above, a Supplier must endeavour to rectify the situation in a timely manner so as to minimise the impact on Customers.

NOTE: Clause 8.1 covers Bills to Customers and to other Suppliers

8.2 Timeliness of the Billed Charges

- 8.2.1 A Supplier must endeavour to incorporate all Charges relating to the current Billing Period in the current Bill.
- 8.2.2 A Supplier must not Bill for Charges older than 190 days from the date the Charge was incurred by the Customer;
- 8.2.3 When Charges are billed late, a Supplier must comply with the following Billing timeframes:
- (a) For White Pages TM directory charges, the age of the Charges is deemed to be 30 days following the Public Close Date of the relevant directory, which is called the charge date. The Public Close Dates of all the White Pages TM are publicly available.
 - (b) Any one Supplier within the Billing chain must not delay the Billing of Charges to another Supplier in the Billing chain by more than 95 days from the date the Charge was incurred by the Customer.

NOTE: The on-Billing, payment and commercial arrangements between Suppliers in relation to late billing is a matter for bilateral contracts and agreements.

8.3 The Exchange of Billing Information between Suppliers

- 8.3.1 Suppliers must ensure that the exchange between Suppliers of Billing Name and Address information required for Billing purposes is accurate and complete, and finalised within the following timeframes:
- (a) 95% within 5 Working Days from the date a Supplier receives a request for the information;
 - (b) 100% within 10 Working Days from the date a Supplier receives a request for the information.
- 8.3.2 In the case of usage records, Charges and credits, where a daily electronic interface is in operation between two Suppliers, the Supplier providing the information must process and issue to the receiving Supplier the usage records, Charges and credits within the following timeframes:
- (a) 95% within 5 Working Days of those usage records, Charges and credits being successfully rated and matched to the relevant account;
 - (b) 100% within 10 Working Days of those usage records, Charges and credits being successfully rated and matched to the relevant account.
- 8.3.3 Exceptions to the requirements outlined in clauses 8.3.1 and 8.3.2 are:
- (a) Where there exists a different agreement between Suppliers;
 - (b) Where system or processing problems occur – for example, due to a system breakdown or abnormally high processing volumes;
 - (c) When unforeseen events, as referred to in Clause 8.1.2 (c) and (d) delay Bill Issue, in which case the Supplier will endeavour to rectify the situation in a timely manner so as to minimise the impact on Suppliers; or
 - (d) Force Majeure.
- 8.3.4 An agreement in relation to the exchange of Billing information with another Supplier does not override the requirements outlined in Clause 8.2.

8.4 Allowable Delays to the Timeliness of Billable Charges

- 8.4.1 The following situations will not be considered as a failure to comply with the requirements of clause 8.2:
- (a) delays due to Charges being suspended whilst under dispute between Suppliers;
 - (b) the release of Charges where the delay has been previously agreed by the Customer with the Supplier;

EXAMPLE: If the Supplier and the Customer have agreed to an installment arrangement, the Supplier may incorporate the agreed installment amount in relation to the total Charge into each Bill issued at the agreed intervals (in the case of White Pages directory Charges, this is the case even though the charge date is 30 days after the closing date of the directory).

- (c) the late Billing of Charges due to back-dated credits and rebilling following late advice to the Supplier of change of lessee or insolvency;
- (d) the late Billing of Charges due to Customer initiated changes - for example, to the end of Billing Period date; or to Billing Frequency, or to consolidated Account arrangements;
- (e) the late Billing of Charges due to Numbering Plan changes consistent with a numbering plan made under section 455 of the Act, and one-off network infrastructure changes - in which cases, the affected Customers must be prior notified; and
- (f) Force Majeure

8.4.2 Where the delay is due to a dispute between Suppliers under Clause 8.4.1 (a) a Supplier must, where reasonable and practicable, notify Customers materially affected by the dispute that there are Charges that have been or are being incurred for which they may be Billed once the dispute is resolved. Where possible an estimate of the Charges and estimated timeframe for resolution of the dispute should be provided.

8.4.3 Suppliers must inform Customers that some Charges on a Bill may relate to a previous Billing Period.

This notification may be stated on the Bill or may otherwise be readily available

8.5 Timeliness of Bill Payment Processing

8.5.1 For Customer enquiry purposes, a Supplier must note Bill payments in the Supplier's relevant system within 48 hours from the start of the next Working Day of the Supplier being formally notified of the payment.

8.5.2 If a Customer's payment is received by the due payment date, the Supplier must apply the payment to the Customer's Account balance prior to generating the subsequent Bill, or within 5 Working Days of the Customer's payment transaction, whichever is sooner.

8.5.3 The timeliness of Bill payment processing by a Supplier is dependent on the Supplier receiving accurate, complete and timely information about a Customer's payment. If payment is received after the due date, the Supplier must process the payment within 5 Working Days of receiving the Customer's payment.

- 8.5.4 Exceptions to the requirements outlined in clauses 8.5.1, 8.5.2 and 8.5.3 above are where:
- (a) there exists a separate agreement with the Customer;
 - (b) system or processing problems occur – for example, a system breakdown or abnormally high processing volumes; or processing problems by or involving a Bill Payment agency, such as Australia Post, a news agency or a bank;
 - (c) the Supplier does not receive accurate, complete and timely information about a Customer's payment; or
 - (d) Force Majeure.

9 PAYMENTS

9.1 Payments

- 9.1.1 A Supplier must ensure that information relating to the Supplier's terms and conditions associated with payments is readily available to Customers.
- 9.1.2 For a basic Standard Telephone Service, Bill payment by mail must be one of the available payment methods, unless otherwise agreed with the Customer.

9.2 Direct Debit

- 9.2.1 Where the Charge to be Billed does not vary from period to period, and the Customer elects to pay by Direct Debit, the Supplier may choose not to print a paper Bill, providing the Customer is so informed. However, Suppliers must ensure that Customers can receive a Bill on request.
- 9.2.2 For the purposes of Direct Debit a Supplier must provide details of a Direct Debit transaction to the Customer's nominated financial institution in a timely manner so as to achieve the transaction taking place as close as possible to the due date for payment.
- 9.2.3 Subject to Clause 9.3.1, a Supplier must ensure the timely issue of a Bill to the Customer, as per Clause 8.1.1, so as to provide, under normal circumstances, the opportunity for the Customer to check the details of the Bill before the Direct Debit transaction takes place.

9.3 Receipting & Customer Payment Advice

*NOTE: Aspects associated with Customers' rights and Suppliers' obligations when the Customer is experiencing payment difficulties are detailed in the ACIF C541:2001 **Credit Management** Industry Code.*

- 9.3.1 The Supplier must ensure that a Customer can Verify their payment.
- Examples of payment Verification methods:*
- *acknowledgment of Payment on the next available Bill;*
 - *confirmation by calling the Supplier's Bill Enquiry contact point;*
or
 - *confirmation via an on-line enquiry mechanism, eg using the internet or an interactive voice response service.*
- 9.3.2 In the event that a Customer has incurred no Charges in the current Billing Period, and there are no outstanding payments, and no payment is made, an acknowledgment of 'nil payment' is not required.

10 BILLING OPTIONS

10.1 Bill Media

Suppliers may offer Customers a choice of Bill media, for example: paper or electronic, either on-line or separately delivered, eg a floppy or compact disk.

- 10.1.1 A Supplier must inform a Customer of the Bill media available, which is relevant to that Customer, including the associated terms and conditions.
- 10.1.2 A Supplier must inform the Customer if a Charge is to be levied for Bills issued on additional media, or on media which differs from the Supplier's usual Bill medium for that Customer.
- 10.1.3 The information must be given to the Customer prior to the levying of the Charge and must include the amount of the Charge or the method of its calculation.

10.2 Billing Frequency

- 10.2.1 If affected, a Customer must be advised by a Supplier of changes to the Supplier's Billing Period policy, or to a Customer's associated terms and conditions as they relate to Billing Frequency. A Supplier must advise the Customer prior to the change, or at the time of introducing the change.

NOTE: Billing Frequency may be affected by:

- (a) *credit management factors;*
- (b) *the Supplier's marketing strategy;*
- (c) *the Supplier's operating practice; or*
- (d) *telephone number changes and network infrastructure changes.*

11 BILLING ENQUIRIES

*Suppliers' obligations for handling Customers' Billing Complaints are contained in the ACIF C547:2001 – **Complaint Handling** Industry Code.*

11.1 Customer Contact

- 11.1.1 A Supplier must state clearly on the Bill a contact point for Customers to make Billing Enquiries. For telephone services, the contact point must be a telephone number, but may also be an Electronic Address.
- 11.1.2 A Supplier must clearly state on the Bill the hours of operation of the contact point, if less than 24 hours, 7 days a week.
- 11.1.3 Unless previously agreed between a Customer and a Supplier, access to the Supplier's Billing enquiry point must be provided at reasonable cost. Any such agreement must be included in the Supplier's terms and conditions. If a Supplier's Billing Enquiry number shown on the Bill attracts a Charge in excess of the Supplier's local call tariff the Supplier must include on the Bill information about the Charge.

Examples of notification on the Bill:

- "a Timed Call Charge May Apply"
- "calls to xxx xxx are time charged"
- "international Call Charges Apply"
- "long Distance Call Rates Apply for Calls Originating Outside (location)"

- 11.1.4 If a Supplier does not issue a Bill, the Supplier must clearly advise the Customer on how to contact the Supplier.

11.2 Alternative Contact Method

- 11.2.1 If a Supplier's Billing Enquiry point of contact shown on the Bill in an Electronic Address, a Supplier must ensure that a Customer has access to a telephone number or mailing address for the purpose of making Billing Enquiries, and that telephone number or address must be shown on the Bill.

EXAMPLE: If the Billing Enquiry point of contact is not a telephone number - for instance, an electronic mail or fax address - the Supplier must include a mailing address or telephone number on the Supplier's Bill.

12 ACCESSIBILITY

- 12.1.1 Suppliers must ensure their Billing process includes appropriate services that meet the needs of people with disabilities in accordance with the *Disability Discrimination Act 1992*.
- 12.1.2 A Supplier must not charge a fee, in relation to Bill media, which contravenes the *Disability Discrimination Act 1992*.
- 12.1.3 Suppliers must ensure that Customers can be easily assisted by an Advocate, if required, when communicating with a Supplier.

13 GENERAL

A Supplier must not take action, or fail to take action, which inhibits another Supplier from complying with the requirements of this Code.

14 CODE ADMINISTRATION AND COMPLIANCE

14.1 Code Signatories

- 14.1.1 Under ACIF's Code signatory arrangements, signatories to the Billing Industry Code are subject to ACIF's Code Administration and Compliance Scheme (August 2001). Accordingly, all signatories who are bound by this Code are also bound by the Scheme.

14.2 Code Review

- 14.2.1 Review of this Code will be conducted one year after registration by the ACA, and every two years subsequently.

14.3 Powers of the Telecommunications Industry Ombudsman to handle complaints under this Code

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

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

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

14.4 Power to handle industry complaints under this Code

- 14.4.1 Complaints may be made under this Code to ACIF about a contravention of this Code by a Signatory to this Code:
- (a) by a member of the industry (or coalition of consumer representatives) (an **"Industry Complaint"**); or
 - (b) by referral from the ACA of an Industry Complaint under the power granted to the ACA in section 514 of the Telecommunications Act 1997, subject to ACIF's agreement to accept the referral. Without limiting the grounds on which ACIF may withhold its agreement to accept a referral, ACIF may withhold its agreement where it considers that the complaint can be more conveniently dealt with in another forum or that handling the complaint may impose an unreasonable cost burden on ACIF.
- 14.4.2 ACIF must handle complaints under (a) or (b) in accordance with the provisions of the ACIF G514:2001 Code Administration and Compliance Scheme.

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

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

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



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