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To: [Tanya Farrell](#)
Cc: [REDACTED] [Cathy Rainsford](#); [REDACTED]
Subject: TCP Code draft
Date: Thursday, 5 December 2024 5:47:50 PM
Attachments: [TCP PC version w comments, as at 4 December.docx](#)
[TCP PC version without comments, as at 4 December.docx](#)

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Dear Tanya,

As promised, please find attached:

1. a clean copy of the TCP Code draft, and
2. a copy with comments visible.

As discussed previously, subject to the Authority's approval and any amendments required, we would propose providing the RC with copies of both documents when we release for public comment. Only the clean copy would be generally available for comment.

I have drafted some copy for our website ahead of the public comment launch, and some discussion questions. These are a WIP currently and are obviously these are also subject to change pending the Authority's feedback, but we can look to run them past you when we get to that stage, if that would be of interest.

I will send the Department and MO the clean copy now, as discussed yesterday, and will cc you.

[REDACTED]

[REDACTED]

[REDACTED]

INDUSTRY CODE

DRAFT FOR PUBLIC COMMENT - C628: 2025

TELECOMMUNICATIONS CONSUMER
PROTECTIONS CODE

C628:20XX Telecommunications Consumer Protections Code

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Introduction

Overview: mandatory, enforceable consumer protection

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

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

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

Scope - addressing the power imbalance

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

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

Information for *consumers*.

This document is written for *CSPs*.

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

Background: the telecommunication consumer protection framework

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

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

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

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

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

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

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

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

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

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

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

Code structure and summary of chapters

This Code is structured as follows:

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

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

Code revision history

[placeholder pending final Code drafting]

Acknowledgements

[placeholder pending final Code drafting]

DRAFT

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1. TERMINOLOGY, DEFINITIONS AND ACRONYMS

Chapter summary

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

Commented [PW1]: ACMA:

Chapter 1 Objectives Consumers are adequately protected by robust definitions that underpin the regulatory framework.

Commented [PW2R1]: Subsequently agreed with ACMA staff that consumer objectives do not add value to this chapter and are not required.

1.1. Terminology

Defined terms are:

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

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

1.2. Definitions

In this Code:

Access virtual circuit identifier (AVC ID) [new]

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

Act

means the *Telecommunications Act 1997* (Cth).

Account support [updated]

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

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

Account support enquiry [updated]

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

Account record [new]

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

Advocate [updated]

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

Approved Compliance Action Plan (Approved CAP) [new]

means a compliance Action Plan that has been approved by [Communications Compliance](#).

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

means a [Remedial Compliance Action Plan](#) that has been approved by [Communications Compliance](#).

Assisted sale

means a sale directly facilitated by CSP sales staff (e.g. via the telephone, in store, or live [chat](#)).

Commented [PW3]: New as definition

Australian Consumer Law (ACL)

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

Authorised estate representative [new]

means a party with a confirmed relationship to a deceased [customer](#)'s account, who has met the CSP's evidence of the customer's death requirements, and met the CSP's identification requirements.

Commented [PW4]: New definition

Note: For example, this may include, but is not limited to, a listed [authorised representative](#), the next of kin, an executor, administrator, trustee of the estate, the lawyer managing the will, or an individual with power of attorney. Appropriate evidence of the customer's death may include, but is not limited to, a death certificate, a notification from the Australian Death Notification Service, letters of administration or documentation from the funeral home.

Authorised representative [updated]

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

Commented [PW5]: Drafting error correction

Bill [updated]

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

Bill media

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

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

Billed charge [updated]

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

Billing address [updated]

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

Billing name

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

Billing period [updated]

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

Bundled [new]

means where the CSP requires a mandatory telecommunications good to be purchased by a [customer](#) to access the [telecommunications service](#).

Note: for example, a modem necessary to enable access to the service is included as part of the plan.

Carriage service provider (CSP)

has the meaning given in the [Act](#).

Carrier

has the meaning given in the [Act](#).

Charge

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

Charge accuracy [updated]

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

Charge period [new]

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

Communications Compliance [updated]

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

Community languages

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

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

Complaint

has the meaning given in the Complaints Standard.

Complaints Standard

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

Commented [PW6]: Updated to ensure clarity and updates to CIS requirements, following ACMA feedback

Commented [PW7]: Newly included in this section (previously just explained in breakout box)

Compliance Assessment *[new]*

means the processes undertaken by Communications Compliance to determine whether a CSP's [Compliance Assessment Report](#) substantiates its attestation of compliance with the Code.

Compliance Attestation *[updated]*

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

Compliance Action Plan (CAP) *[updated]*

means a plan prepared by a CSP and included in its [Compliance Assessment Report](#) which outlines how, and in what timeframe, it will address any areas it has identified as temporarily non-compliant with individual Code rules.

Compliance Action Plan (CAP) Progress Reports *[new]*

means a report submitted by a CSP to Communications Compliance on progress made in fulfilling the requirements of its [Approved Compliance Action Plan](#).

Compliance Assessment Report *[new]*

means the report provided by a CSP to [Communications Compliance](#) to meet its lodgement obligations and to facilitate Communications Compliance undertaking a [Compliance Assessment](#). It comprises:

- (a) a completed Compliance Assessment Questionnaire;
- (b) any related evidence or documentation provided by the CSP in its response to the questionnaire;
- (c) the [Compliance Attestation](#); and
- (d) where relevant, any Compliance Action Plan.

Compliance Assessment Questionnaire *[new]*

means the questionnaire developed by [Communications Compliance](#) which includes questions about how the CSP complies with this code's [rules](#) and whether the CSP self-assesses compliance with individual Code requirements. A CSP must submit a completed questionnaire as a compulsory part of its [Compliance Assessment Report](#).

Concession *[new]*

means a [discount](#) made available by a CSP to approved Commonwealth concession card holders.

Commented [PW8]: Definition updated in consultation with ACMA and CommCom.

Commented [PW9]: Definition updated in consultation with ACMA and CommCom.

Commented [PW10]: New as definition to address ACMA feedback

Consumer **[updated]**

means:

- (a) an individual who acquires or may acquire a telecommunications good or service for the primary purpose of personal or domestic use and not for resale; or
- (b) a business or non-profit organisation which:
 - (i) acquires or may acquire one or more telecommunications goods and services which are not for resale; and
 - (ii) at the time it enters the [customer contract](#),
 - (1) does not have a genuine and reasonable opportunity to negotiate the terms of the [customer contract](#); and
 - (2) has or will have an annual spend with the provider which is, or is estimated on reasonable grounds by the provider to be, no greater than \$40,000; and
 - (3) has annual turnover estimated to be less than \$3,000,000; and
 - (4) has no more than 20 full-time equivalent employees.

A reference to a [consumer](#) includes a reference to a [customer](#).

Consumer in vulnerable circumstances **[new]**

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

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

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

Corporate Reorganisation

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

Credit Assessment

means a process used by a [CSP](#) to determine:

- (a) the risk of providing credit to a [consumer](#); and

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Commented [PW11]: ACMA feedback, 29 Aug:
In our view, the definition of 'consumer' in the TCP Code should align with the definition in the *Telecommunications (Financial Hardship) Industry Standard 2024* (FH Standard). However, we would also be open to consider alternative definitions provided it is:

- a) supported by evidence of who would be excluded and why, and
- b) the drafting makes it possible for a small business to know whether or not it was caught in the definition, irrespective of decisions their telco might make.

Commented [PW12R11]: Definition updated after further discussions with the ACMA.

Note:

This revised definition makes it very clear who is and is not covered.

The new (b)(ii) (2) and (3) align with the TIO definition of small business ([Who we can help | The Telecommunications Industry Ombudsman](#)). This means that ALL consumers covered by the TCP Code are able to make use of the independent complaints resolution body, the TIO (not just a subset).

Additionally, note that the OAIC define small business as \$3m or less annual turnover. And the ABS define small business as fewer than 20 employees.

... [1]

Commented [PW13]: ACCAN: ACCAN would support the inclusion of a section in this definition which mirrors the protections that consumers receive under the financial hardship industry standard. We consider that the drafting should be amended to include:

"(m) other reasonable causes"

Additionally, ACCAN would support the amendment of the note to reflect that consumers may often be experiencing overlapping vulnerabilities and that providing evidence of ... [2]

Commented [PW14R13]: We have added the overlapping vulnerabilities to the definition, as suggested.

The (m) is covered by 'but not limited to'.

RE: retraumatising, this is just a definition. Your point about trauma is relevant for training, etc., not for a definition.

- (b) the consumer's ability to repay a debt.

Credit Management [updated]

means the process by which a [CSP](#) collects outstanding debts from customers.

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

Credit management action [new]

means the process by which a [CSP](#):

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

Commented [PW15]: ACMA feedback 29 August: This should align with the definition in the Financial Hardship Standard.

Commented [PW16R15]: Definition updated to align w FHS.

Credit Reporting Body

has the meaning given in the Privacy Act.

Critical Information Summary (CIS)

means a document that summarises offers for:

- (a) [telecommunications services](#); or
- (b) telecommunications services where a bundled [telecommunications good](#) or additional service is included as a mandatory component of that [offer](#).

Commented [PW17]: Definition updated to address ACMA feedback

Critical locations

means the key locations the [customer](#) indicates they intend to use the [telecommunications service](#), for example the customer's home or work.

Commented [PW18]: Definition updated to address ACMA feedback

Customer [updated]

means a [consumer](#) who has entered into a [customer contract](#) with a [CSP](#). It includes both current and former customers.

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

Customer Contract [updated]

means an arrangement or agreement between a [CSP](#) and a [consumer](#) for the supply of a telecommunications good or service to that consumer. It includes an SFOA (or equivalent) and any associated T&Cs.

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

Commented [PW19]: Minor change (drafting clarity).

Customer ID Authentication Determination [new]

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

Data

means the component of a carriage service that provides access to online services such as: e-mail, web pages, media (e.g. audio and video), social networks and app downloads and updates.

Direct Debit [updated]

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

Direction to remedy [new]

means a direction provided to a [CSP](#) by [Communications Compliance](#) to address specified matters outlined in the direction. A direction may include matters such as an instruction to remedy a specified area of non-compliance with the Code, to provide information, to submit a Remedial CAP, or adjust the timeframes in a CAP.

Disconnection

means the termination by a [CSP](#) of a [customer](#) contract for a *telecommunications service*.

Disconnection notice [new]

means a notice informing a [customer](#) that their *telecommunications service* may be disconnected.

Discount

means a reduction in the charge.

Domestic and family violence (DFV) [new]

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

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

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

Domestic and family violence terminology

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

Durable medium [new]

means a format that can be easily stored, downloaded or reproduced for future reference by the [consumer](#).

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

Emergency Service Number

has the meaning given in the [Act](#).

End user [new]

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

Commented [PW20]: Note: we probably need to keep a definition of DFV in this Code. But we will need to re-assess that once the Standard is drafted, and align it with that.

Commented [PW21]: ACCAN: query if this definition should also note that a reference to an end user also include a reference to the end users authorized representative?

Commented [PW22R21]: An end-user may or may not be the customer. Only the customer (the account holder) can appoint an authorised rep. Thus the reference to only advocates is correct.

Fee-free [new]

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

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

Financial Hardship [updated]

has the meaning given in the Financial Hardship Standard.

Financial Hardship Standard [new]

means the Telecommunications (Financial Hardship) Industry Standard 2024.

Fixed charge telecommunications service [new]

means a telecommunications service where the [charges](#) are a fixed amount in each charge period.

Force majeure

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

Fraud

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

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

Fully substantiated

means where [Communications Compliance](#) has determined that the [CSP](#) has, at the time of assessment, fully demonstrated that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit.

Gaining CSP

means the [CSP](#) to whom a telecommunications service is to be transferred.

Generally available network coverage [new]

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

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

Guarantee

means a guarantee of a [customer](#)'s obligations under a [customer contract](#).

Guarantor

means an individual or company who guarantees a [customer](#)'s obligations under a customer contract.

Commented [PW23]: Updated definition in line with changes to chpt 10 to address ACMA feedback.

Hard cap

means a maximum amount applied to a [customer's](#) use of [telecommunications services](#), which cannot be exceeded.

Included value plan

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

Itemised

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

Itemised billing

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

Listed carriage service

has the meaning given in the [Act](#).

Material change [updated]

means a significant change to a [CSP's](#):

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

Manual payment method [new]

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

Maximum charge information [new]

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

Minimum quantifiable price

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

Not substantiated [new]

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has not demonstrated, in one or more areas, that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets the Code requirements examined in the audit.

Offer [updated]

means a current, standard, in-market plan, made available to [consumers](#), for the provision of [telecommunications goods](#) and [telecommunications services](#).

Partially substantiated [new]

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has demonstrated that it has systems, policies and procedures in place to

Commented [PW24]: Updated definition in line with changes to chpt 10 to address ACMA feedback.

Commented [PW25]: Amended for clarity to address ACMA feedback.

Commented [PW26]: Updated definition in line with changes to chpt 10 to address ACMA feedback.

Commented [PW27]: Updated definition in line with changes to chpt 10 to address ACMA feedback.

substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit – with the exception of the areas of non-compliance identified by the [CSP](#) in the Compliance Action Plan submitted as part its [Compliance Assessment Report](#).

Periodic price [new]

means the price for a telecommunications offer over a defined billing or charging period.

For example, a month-by-month plan would provide a periodic price of 1 month, a 28-day plan would provide a periodic price of 28 days. A 365-day prepaid recharge would display the annual recharge cost as its periodic price.

Personal information

has the meaning given to it in the [Privacy Act](#).

Plain language [new]

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

The importance of plain language

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

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

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

Post-paid service

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

Pre-paid service

means a telecommunications service that must be paid for by the [consumer](#) before it is used.

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

Privacy Act

means the [Privacy Act 1988 \(Cth\)](#).

Prominently displayed [updated]

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

Reasonable assistance

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

Commented [PW28]: Updated definition to
a) Reflect ACMA's feedback on included a 28-day plan example.
b) Merge with (and replace) separate definition 'minimum periodic cost' - we don't need both.

Commented [PW29]: ACCAN: would support the inclusion of more examples of how a CSP may provide reasonable assistance in this definition.

Commented [PW30R29]: We have included examples within the relevant clause(s)

Receipt [new]

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

Regulator

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

Remedial Compliance Action Plan (RCAP) [new]

means a plan prepared by a [CSP](#) to document how, and in what timeframe, areas assessed as [not substantiated](#) will be addressed.

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

means a report submitted by a [CSP](#) to [Communications Compliance](#) on progress made in fulfilling the requirements of its [Approved Remedial Compliance Action Plan](#).

Residential consumer

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

Resolve

when used in connection with a [complaint](#), means the bringing of that *complaint* to a conclusion in accordance with the requirements of the Complaints Standard.

Restriction [updated]

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

Restriction notice [new]

means a notice informing a [customer](#) that their telecommunication service could be restricted due to [credit management](#) under section 9.3.

Restriction point [updated]

means the threshold at which a restriction is to occur.

Rights of use (ROU) holder [updated]

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

Rules [updated]

means a [CSP](#)-specific obligation under this Code.

Sales staff [updated]

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

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

Commented [PW31]: ACCAN: his definition excludes small business customers. ACCAN would support amending this definition to include small business customers.

Commented [PW32R31]: This definition is only relevant to clauses where the clause cannot be applicable to any other than a residential consumer. Note that this already exists in the Code and is limited in its use.

Commented [PW33]: ACMA
Under the current Code definition of 'restriction' limits a customer's access to telecommunications products (which includes goods and services). However, under the draft Code the definition only covers telecommunications services which has the effect of reducing consumer safeguards. We consider the definition in the current Code to be more appropriate and should be reinstated.

Commented [PW34R33]: No change.
Per discussion with ACMA staff:

For the purposes of the TCP Code, restrictions are limited to services.

'Prevention' is accurate because customer is prevented from doing some things.

Commented [PW35]: Minor update for clarity

Security deposit

means a sum of money paid by a [customer](#) to a [CSP](#):

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

Shaping

means where a [CSP](#) deliberately controls the maximum [data](#) transfer rate on a telecommunications service when the [customer](#) has exceeded the specified data allowance.

Special promotion [updated]

means an offer of limited duration, limited quantity or offered to a limited sub-set of [consumers](#).

Note: for example, short-term offers for extra data over a defined term; \$x off for first 6 months; discounts off telecommunications goods or components of [telecommunications services](#) as a once-off promotion for members of a local gym or a special discount for the staff of a business customer of a [CSP](#).

Commented [PW36]: Further to ACMA feedback, updated to include more examples, for clarity.

Spend management tools

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

Standard form of agreement (SFOA)

has the meaning given in the [Act](#).

Standard national mobile call

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

Standard national mobile SMS

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

Standard telephone service

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

Substantiated

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has demonstrated that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit.

Suspension [updated]

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

Suspension notice [new]

means a notice informing a [customer](#) their telecommunication service could be [suspended](#) under section 9.3.

Targeted advertising

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

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

Telecommunications goods

means any goods supplied by a [CSP](#) for use in connection with the supply of a telecommunications service.

Telecommunications service

means:

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

Third party charges

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

Timed call

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

Telecommunications Industry Ombudsman (TIO)

means the Telecommunications Industry Ombudsman appointed under the Telecommunications Industry Ombudsman scheme referred to in the [Act](#).

Transfer

means the transfer of all or part of a [consumer's](#) telecommunications service from one [CSP](#) to the [gaining CSP](#).

Trauma-informed [new]

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

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

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

Usage information

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

Usage notifications [updated]

means electronic notifications of usage.

Unbilled charges

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

Untimed call

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

Variable charge telecommunications service

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

Verification

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

Working day [updated]

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

1.3. Acronyms - this list will be updated during January - it's not yet complete**ACCAN**

means the Australian Communications Consumer Action Network.

ACCC

means the Australian Competition and Consumer Commission.

ACMA

means the Australian Communications and Media Authority.

ASIC

means the Australian Securities and Investments Commission.

AVC ID

means *access virtual circuit identifier*.

CIS

means [critical information summary](#).

CSP

means [carriage service provider](#).

DFV

means *domestic and family violence*.

MMS

means *multimedia message service*.

POS

means *point of sale*.

ROU

means *rights of use*.

SMS

means *short message service*.

SFOA

means [standard form of agreement](#).

TIO

means the [Telecommunications Industry Ombudsman](#).

2. GENERAL

Chapter summary

This chapter covers the administrative elements of the Code.

Commented [PW37]: ACMA feedback. Objectives: Consumers have access to continuous telecommunications safeguards.

Commented [PW38R37]: Subsequently agreed with ACMA staff that consumer objectives do not add value to this chapter and are not required.

2.1. Introduction and scope

Code status

- 2.1.1. Section 112 of the Telecommunications Act 1997(Cth) sets out the intention of the Commonwealth Parliament that bodies and associations representing sections of the telecommunications industry develop industry codes relating to the telecommunications activities of participants in those sections of the industry. [1.1.1]
- 2.1.2. The Code is registered with the Australian Communications and Media Authority (ACMA) for registration pursuant to section 117 of the [Act](#). [1.3]

Commented [PW39]: Adjustments to all of section 2.1 made in consultation with the ACMA to ensure continuous code protections.

Commencement

- 2.1.3. This Code will commence 3 months after the day it is registered by the ACMA, on [\[insert date that is 3 months after registration\]](#), subject to cl. 2.1.4 [\[updated 1.6\]](#)
- 2.1.4. The following clauses in this Code will commence 6 months after the day it is registered by the ACMA, on [\[insert the date that is 6 months after registration\]](#) (Delayed Commencement Date):
- (a) Training, cls. 3.2.2(c), 3.2.4;
 - (b) Provision of an order summary, cl. 6.3.2;
 - (c) WCAG 2.2 accessibility, cl. 4.1.8;
 - (d) Two payment methods, cls. 8.10.1, 8.10.2; and
 - (e) [Direct debit](#) flexibility 8.10.3.

Transitional arrangements

- 2.1.5. [CSPs](#) must continue to comply with the TCP Code C628:2019 Incorporating Variation No. 1/2022 (2019 Code) until the Commencement Date, subject to cl. 2.1.6.
- Note: It is proposed that the 2019 Code will remain in force until it is removed from the Register of industry codes by the ACMA on the Commencement Date.*
- 2.1.6. For each clause subject to a Delayed Commencement Date, a [CSP](#) must either comply with the new requirements of this Code, or must continue to comply with the relevant clause(s) in the 2019 Code, as listed below, during the period between the Commencement Date and the Delayed Commencement Date as if that Code had not been removed from the Register of industry codes:
- (a) Code compliance training, cl. 3.3.3;
 - (b) General responsible selling training for sales staff, cl. 4.5.1(c);
 - (c) Responsible selling training for sales staff on [consumer](#) understanding of [telecommunications goods](#) and [services](#), cl. 4.5.1(f);
 - (d) Responsible selling training for sales staff on identified needs, cl. 4.5.2(a); and
 - (e) Code Compliance training, cl. 10.2.1.

Note: A copy of the 2019 Code will remain available on CA's website during this period.

Scope

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

Compliance with the Code

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

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

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

2.2. Relevant documents

- 2.2.1. The Code should be read in conjunction with: [\[updated 1.2\]](#)
 - (a) legislation and regulation (mandatory), including the current versions of:
 - (i) the Telecommunications Act 1997 (Cth);
 - (ii) the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);
 - (iii) the Competition and Consumer Act 2010 (Cth) including the [Australian Consumer Law](#);
 - (iv) the Disability Discrimination Act 1992 (Cth);
 - (v) the Racial Discrimination Act 1975 (Cth);
 - (vi) any other relevant equal opportunity legislation;
 - (vii) the Privacy Act 1988 (Cth);
 - (viii) the Spam Act 2003 (Cth);
 - (ix) the Do Not Call Register Act 2006 (Cth);
 - (x) the Online Safety Act 2021 (Cth);
 - (xi) The Telecommunications (Consumer Complaints Handling) Industry Standard (2018)

Commented [PW40]: CHS was excluded in error; now re-included.

- (xii) the Telecommunications (Financial Hardship) Industry Standard 2024;
 - (xiii) the Telecommunications service Provider (Customer Identity Authentication) Determination 2022;
 - (xiv) the Telecommunications service Provider (International Mobile Roaming) Determination 2019;
 - (xv) the Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2017; and
 - (xvi) the Telecommunications (Customer Communications for Outages) Industry Standard 2024.
- (b) industry codes (mandatory), including:
- (i) C525 Handling of Life Threatening and Unwelcome Communications Industry Code;
 - (ii) C556 Number Management – Use of Numbers by Customers Industry Code;
 - (iii) C661 Reducing Scam Calls and Scam SMS Industry Code; and
 - (iv) C647 NBN Access Transfer Industry Code.
- (c) industry guidance, including:
- (i) ACCC industry guide: "Consumer vulnerability: A business guide to the Australian Consumer Law", November 2021;
 - (ii) ACMA industry guide: Statement of Expectations for Vulnerable and Disadvantaged Consumers, May 2022;
 - (iii) ACCC industry guide: "Broadband speed claims: Industry guidance", October 2022;
 - (iv) G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline;
 - (v) G652 NBN Migration Management Industry Guideline;
 - (vi) G612 Customer Requested Barring Industry Guideline.
 - (vii) IGN 010 Communications Alliance Industry Guidance Note: Customer Process – Handling of Life Threatening and Unwelcome Communications;
 - (viii) IGN 017 Communications Alliance Industry Guidance Note: Authorised Representatives and Advocates;
 - (ix) IGN 013 Communications Alliance Industry Guidance Note: Sales Practices and Credit and Debt Management.
 - (x) ASIC, ACCC industry guide: "Debt collection guideline: for collectors and creditors", April 2021;
 - (xi) ASIC, ACCC consumer guide: "Dealing with debt collectors: your rights & responsibilities", December 2020;
 - (xii) Web Content Accessibility Guidelines (WCAG), <https://www.w3.org/WAI/standards-guidelines/>; and
 - (xiii) AMTA industry guidance: "Understanding coverage maps", <https://amta.org.au/understanding-coverage-maps/>.

2.3. Code Review and revision

- 2.3.1. The Code will be reviewed, and where necessary revised, as follows: [1.7]
- (a) new Code review: A new Code review will be opened one month after the first Code Assessment window for a new Code has closed. It is a limited review, with the primary focus being to consider and address any Code drafting issues. It may also consider whether any minor updates to the Code are required (e.g. to update references).
 - (b) ad hoc Code review: An ad hoc Code review will be opened as required. It is a limited review, with the primary focus being to make minor updates to the Code. It may also consider any Code drafting issues that have become apparent since the new Code review.
 - (c) full Code review: A full Code review will be opened at least every 4 years after registration by the ACMA.

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

Communications Compliance input to the Code review and revision process

[Communications Compliance](#) will seek to understand and document the reasons for findings of partially- and not-substantiated outcomes in its Compliance Assessment process each year. It will then provide relevant information to Communications Alliance (in a de-identified manner, in line with *Communication Compliance's* privacy policy), to assist to inform Code reviews.

2.4. Record retention

- 2.4.1. Subject to clauses (2.4.2 and 2.4.3), and having regard to the requirements in clause 4.6 and the Australian Privacy Principles, a [CSP](#) must:
- (a) keep records to demonstrate compliance with code obligations for at least 2 years after the latest of the following dates:
 - (i) creating the record; or
 - (ii) completion of any special arrangement; or
 - (iii) end-date of the contract.
 - (b) keep the records required to be kept under clauses 6.3.4 for at least 2 years from the date of:
 - (i) the minimum term of the [customer contract](#) plus 2 years; or
 - (ii) if the *customer contract* is cancelled prior to the minimum term, 2 years following cancellation; and
 - (c) make those records available to the ACMA upon receiving a written request from the ACMA.
- 2.4.2. Where a CSP requires documents, or is required to keep a record of circumstances or notifications under cl. 4.3.3 before accepting a person as a [customer's authorised representative](#), the CSP must retain a record of circumstances or relevant notifications until:
- (a) it is deemed no longer required by the CSP; or

Commented [PW41]: New section inserted after discussion with the ACMA.

(b) the authorisation is changed by the customer.

2.4.3. Where a CSP requests evidence of vulnerability in relation to clause 6.1.15 or is assessing evidence of vulnerability for the purposes of clause 6.1.14, it must:

- (a) only retain a copy or record of the information received from the customer for the period that it is required to complete that assessment; and
- (b) after the completion of that assessment, dispose of, or destroy, all copies or records of the information in a secure manner.

Note: CSPs must keep the required documents or records for the relevant period set out in clauses 2.4.1, 2.4.2 and 2.5.3 or, if required by other regulation or law, for the period specified in that regulation or law. Where the time periods in these clauses, or the regulation or law are inconsistent, the time period in the regulation or law will prevail.

2.5. Power of the TIO to handle complaints under the Code

2.5.1. Under section 114 of the [Act](#) and subject to the consent of the TIO, the Code confers on the TIO the functions and powers of: [\[1.8\]](#)

- (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 a [listed carriage service](#) about matters arising under or in relation to this Code, including compliance with the Code by those industry participants to whom the Code applies.

Commented [PW42]: The TIO had requested that this clause, which is a copy and paste from the 2019 Code, be removed from the Code, as it is unnecessary.

However, it has been reinserted at the ACMA's request.

3. ORGANISATIONAL CULTURE AND GOVERNANCE

Key objectives and chapter summary

Objectives

1. [Consumers](#) will benefit from their CSP's culture of compliance with this Code, including through its:
 - regular staff training on the Code's requirements; and
 - implementation and following of compliance monitoring processes and associated actions.
2. Consumers in vulnerable circumstances will receive appropriate support from staff trained and equipped to address their specific needs.

Chapter summary

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

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

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

3.1. Organisational Culture

Organisational culture

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

3.2. Policies, supporting materials, and training

Policies and supporting materials

- 3.2.1. A [CSP](#) must have and implement internal policies and supporting materials on the following: [\[3.3.1\]](#)
 - (a) support for [consumers](#), as detailed in Chapter 4, including: [\[3.4.1, 3.4.2\]](#)
 - (i) [consumers in vulnerable circumstances](#); [\[3.4.1, 3.4.2\]](#)
 - (ii) accessibility (including digital accessibility); and [\[new\]](#)
 - (iii) ~~DFV~~; and ~~[new]~~
 - (b) responsible selling practices, as detailed in Chapters 5 and 6; and [\[3.3.1\]](#)

Commented [PW43]: Feedback from the ACMA, TIO and others: Drafting needs to be more direct; any requirement to have policies, supporting material, process, training etc must also include a requirement to implement and follow these.

Commented [PW44R43]: Drafting has been updated to address this throughout all chapters

Commented [PW45]: Objectives have been re-inserted into chapters 3-10. This concept was initially proposed by the drafting committee, but not included in the May draft because RC feedback indicated it was not useful. ACMA has specifically requested it go back in, to support enforcement.

Commented [PW46]: Minor change to include 'and promote', as suggested by ACCAN

Commented [PW47]: We acknowledge the DITRDCA suggestion that training for vulnerable consumers needs to be developed by an expert and have input from ACCAN/ACMA.

Appropriate training will vary depending on business model, customer base, etc.

Moreover, we suggest this objective is already covered:

The Code points to material developed by the ACCC and others.

There are comprehensive review and audit requirements - by the CSP itself (visible to senior management) and by independent auditor CommCom.

Additionally, the ACMA can (and no doubt will) investigate a CSP's arrangements in this area. We have added a new requirement in relation to updating training.

Training effectiveness is covered by the monitoring and governance requirements outlined in this chapter.

If there are further suggestions as to appropriate external material to point to, please let us know.

Commented [PW48]: We have marked this as a strikethrough (rather than deletion track changes because:

a) We haven't seen the Standard and aren't sure what it will look like and whether we'll need to retain any of this.

b) It helps not stuff formatting and cross-ref at this point!

- (c) [customer](#) service and account management, as detailed in Chapters 7 and 8; and [\[3.3.2, new\]](#)
- (d) credit management, debt management, and [disconnection](#), as detailed in Chapter 9. [\[3.4.1\(b\)\]](#)

Staff training: company-wide

- 3.2.2. A [CSP](#) must provide company-wide staff training on the Code, including awareness of: [\[3.3.3\]](#)
- (a) the scope of this Code; [\[3.3.3\]](#)
 - (b) support for [consumers in vulnerable circumstances](#); [\[3.4.1, 3.4.2\]](#)
 - (c) First Nations cultural understanding; [\[new\]](#)
 - ~~(d) DFV; [\[new\]](#)~~
 - (e) responsible selling practices; and [\[3.3.2, 3.4.2, 4.5.1\(c\), 4.5.1\(f\)\]](#)
 - (f) the requirement under this Code and the ACL to interact with [consumers](#) courteously and in a fair and accurate manner. [\[3.3.2,\]](#)

- 3.2.3. Company-wide staff training must occur: [\[new\]](#)

- (a) at induction; and
- (b) as an annual refresher.

Note: see also cl. 3.2.6: staff training [updates](#).

Commented [PW49]: ACMA feedback: Requirements should extend to updating training to coincide with any material updates to the TCP Code itself, or the company policies, procedures, processes etc as they are updated.

Commented [PW50R49]: Now included at 3.2.6

Commented [PW51]: New clause November 2024. See also comments against 4.1.5

Commented [PW52]: Breakout box updated for clarity (and new example to replace DFV one)

Company-wide training

Company-wide training is intended to provide staff with responsibilities that can reasonably influence Australian-based customer outcomes with a broad understanding of TCP Code requirements, thereby reducing the chance that a non-compliant policy, process or practice may unintentionally be designed or implemented. For example, understanding how certain features may be complex for someone with low digital literacy skills may lead to IT staff designing a service differently; awareness of plain English may change Marketing's approach to advertising.

In circumstances where training might be highly sensitive for some staff, or otherwise inappropriate, CSPs should ensure that appropriate arrangements are available to safeguard their wellbeing.

For clarity, it is not expected that roles with no association or influence over the outcomes for customers in Australia receive TCP Code training (office cleaners, building maintenance staff, administrative or other roles with no influence on customer outcomes, including staff based outside of Australia with no association with Australian customers)."

Staff training: customer-facing staff

- 3.2.4. Company-wide training must be supplemented by appropriately tailored training to suit the specific roles and responsibilities of relevant [customer](#)-facing staff and their managers on compliance with this Code. This includes training on:
- (a) identifying and supporting [consumer](#) needs; [\[3.2.2, 3.2.3, 4.5.1\(f\)\]](#)
 - (b) account management; [\[new\]](#)
 - (c) responsible selling; [\[3.4.2, 4.5.1\(c\), 4.5.1\(f\), 4.5.2\(a\)\]](#)

Note: this includes all [sales staff](#).

(d) ~~DFV~~; and ~~[new]~~

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

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

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

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

3.2.5. Customer-facing staff training must occur: ~~[new]~~

(a) at induction to a role; and

(b) as an annual ~~refresher~~.

Note: see also cl. 3.2.6: staff training updates.

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

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

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

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

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

Staff training: updates

3.2.6. If this Code is varied, a [CSP](#) must update its training material to reflect any material updates, and provide appropriate training to relevant staff on those updates within 6 months of those changes coming into effect.

3.2.7. A CSP must review the effectiveness of training associated with TCP Code compliance at least annually and train staff on relevant changes as required.

Monitoring code compliance and addressing issues

3.2.8. A [CSP](#) must monitor for compliance with this Code, including:

C628:20xx COPYRIGHT
XXXX 20xx

Commented [PW53]: ACCAN: expresses some concern over the nature of "best possible handling" as drafted above. This term is ambiguous and may be misinterpreted by CSPs.

Commented [PW54R53]: Noted. This is a direct quote from the University of Cambridge and we therefore believe it is appropriate.

Commented [PW55]: This section has been edited for ease of reading/tightening drafting, incl. splitting the complaints type monitoring from general code compliance monitoring.

- (a) interactions with customers, to assess whether staff are proactively identifying consumers' needs and circumstances, including for DFV; [updated 4.5.1(d)]
- (b) the conduct of staff, including to assess whether staff are selling responsibly and respectfully; [4.5.1(d)], [3.3.4]
Note: this includes not engaging in misleading contact, and not being rude to, or harassing customers.
- (c) complaints about the sales conduct of its sales staff to identify possible instances of inappropriate selling; and [4.5.1(e)]
- (d) complaints about inaccurate or misleading information that the customer has relied on when making a purchasing decision, including in advertising. [4.4.1(c)]

3.2.9. A CSP must address issues identified as part of its monitoring activity in cl. 3.2.8, including: [updated and broader 4.5.1(d)].

- (a) taking appropriate action against staff who engage in misleading conduct, are rude to or harass consumers or are otherwise identified as not selling responsibly [3.3.4 and new].
- (b) correcting inaccurate information in advertising or elsewhere, as soon as practicable. [4.4.1(b)]

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

Monitoring customer wait times and first contact resolution – and addressing issues

3.2.10. A CSP must:

- (a) monitor average wait times experienced by customers to communicate with a CSP about a customer service enquiry; and [4.7.1(b)]
- (b) seek to keep the average wait times to a reasonable minimum in the circumstances. [4.7.1(b)]

3.2.11. A CSP must:

- (a) monitor the level of first contact resolution of *customer* service enquiries; and
- (b) take reasonable steps to identify and address the root causes for why enquiries cannot be resolved at first contact. [4.7.1(c)]

3.2.12. A CSP must seek regular feedback from customers about its effectiveness when dealing with *customer* enquiries, and use feedback to: [4.7.2]

- (a) identify any systemic issues; and [4.7.2(a)]
- (b) inform and implement improvements to its *customer* service processes. [4.7.2(b)]

Customer wait times – monitoring and compliance

A CSP should be able to demonstrate that it has processes in place to support objectives in cls. 3.2.10-3.2.12. This should include, for example, how it measures first contact resolution and wait times for its customer base and service channels, how it obtains customer feedback, and details of its monitoring and review mechanisms and timeframes. See also record keeping, chapter 2.

Commented [PW56]: References to DFV shown as strikethrough, pending Standard.

Commented [PW57]: Note: This overlaps with Complaints Handling Standard obligations (sections 18 and 19)

Commented [PW58]: Edited to better reflect intent

Commented [PW59]: Note: the intent of these clauses is to ensure that the CSP monitors and addresses customer service issues.

It is not a reporting obligation that requires comparable data. CSPs, like government departments or any other entities, all have different processes and monitoring that have evolved over time to reflect that organisation's culture and needs. Likewise, just as the Tax Office and DSS don't have the same systems for dealing with public enquiries, neither do CSPs.

Phrases like 'reasonable in the circumstances' are intended to allow for the fact that timing is dependent on the event. e.g. if there's a mass outage, a reasonable timeframe will be slower than a 'normal day'. If it's an email channel, response time will be different to a phone line. If it's a complicated issue that requires the customer to be transferred to an expert, it'll take longer to resolve than a simple question (and there might be additional waiting on transfer).

The pertinent point is that the relevant organisation must be actively monitoring this area and have meaningful processes that enable it to understand its wait times and first contact resolution times; define what its baselines are (so that it knows what a 'reasonable minimum' in the circumstances looks like, for example -); to address issues; and to ascertain whether initiatives to improve them are successful. (And it must be able to demonstrate that it does this to CommCom or the ACMA, when asked.)

These don't need to be consistent across different organisations to be useful and to achieve that goal. To make them consistent would be a huge cost, take a long time and would not offer any consumer benefit.

A breakout box has been included to explain these issues.

3.3. Promoting the Code

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

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

DRAFT

4. SUPPORTING THE CONSUMER

Key objectives and chapter summary

Objectives

1. [Consumers](#) can easily access clear, comparable, accurate and inclusive, [plain language](#) information about a CSP's products and services.
2. All consumers, including those in vulnerable circumstances, are supported to get and stay connected, including through the use of, or appointment of, an [authorised representative](#) or [advocate](#).

This chapter covers rules about:

- providing information to consumers in a clear, inclusive and accurate manner.
- supporting consumers in vulnerable circumstances.
- supporting the appointment of authorised representatives and advocates.

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

4.1. Communicating with consumers

Clear and effective communication

- 4.1.1. A CSP must communicate with [consumers](#):
- (a) in [plain language](#); [3.1.1]
 - (b) in a clear and accurate manner; [3.2.1][4.3.1]
 - (c) in a way that is inclusive and appropriate to the consumers' needs and circumstances, including for [consumers in vulnerable circumstances](#); and [3.2.3]
Note: inclusive and appropriate includes reducing the complexity of a CSP's communication processes, to improve the user experience for a broad range of consumers in a variety of situations.
 - (d) in a digitally accessible format (where applicable). [new]
Note: see cl. 4.1.8.
- 4.1.2. A CSP must make sure that information provided or made available to [consumers](#) is clear, accurate, free of material omissions, relevant, current, readily available, and, in cases where information is provided, [timely](#).
- 4.1.3. A CSP must ensure staff who deal directly with consumers are trained and resourced to:
- (a) assist and support consumer enquires, including those identified as [consumers in vulnerable circumstances](#); [4.5.2(a)], [3.4.2]
 - (b) assist consumers understand their [telecommunications goods](#) and [services](#); and [4.5.2(a)]
 - (c) interact with consumers courteously and fairly. [3.3.2]

Commented [PW60]: ACMA feedback: Noting the high number of people in Australia who do not speak English as their first language, we consider that there would be benefit in having some obligations requiring CIS' to be provided in some other common languages spoken in the community. We would be open to limiting that requirement to the larger telcos.

Commented [PW61R60]: After further discussion with the ACMA, agreed to look at achieving this objective in a different way, recognising that there are impracticalities associated with a requirement that CSPs make available the CIS translated in multiple common community languages, incl. that plans regularly change and therefore the difficulty of regular updates together with the cost of this additional requirement would likely outweigh the benefit. Additionally, there are requirements at cl 5.1.8(d) in this draft Code for the CIS to provide contact details for interpreter services displayed in at least 5 community languages; and all CSPs must support the use of advocates (who can assist with language barriers).

Additionally, a new clause has been added at 4.1.5c

Commented [PW62]: Clause from current Code reinstated to address feedback from a number of stakeholders that it should be included (despite being a repeat of the ACL).

Further resources to support effective communication

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

Language

- 4.1.4. A CSP must ensure that its [customer](#)-facing staff are able to communicate effectively with consumers in the CSP's primary language of operation. [3.2.2]
- 4.1.5. A CSP must make the following information available to the public at no cost, including on its website, with its contact information: [new]
- (a) the contact details of an interpreter service in at least 5 [community languages](#); [new]
- (b) contact details for the National Relay Service; and [new]
- Note: The requirements in (a) and (b) are in addition to the requirements to publish contact details of interpreter services and the NRS on the [CIS](#) (see cl. 5.1.8) and on the [bill](#) (see cl. 8.4.7).*
- (c) information about translation tools or services that a consumer may use to translate key information.

Commented [PW63]: ACCAN: recommend at least 10 languages.

Commented [PW64R63]: We note the comment, but for comparison, 5 is consistent with the requirements for the energy sector. Note also that there are increasingly good tools and AI to assist with translation, and CSPs must also support consumers using advocates (and authorised reps), which is how most ESL customers actually managing these issues.

A new clause has been added at 4.1.5(c) to assist inform customers about such tools.

Commented [PW65]: DITRCA, ACCAN, ACCC Cater for FN's people, e.g. through linking to a translation service for them.

Commented [PW66R65]: PW: with 250 languages spoken, we would need to point to a central point. Additionally, as various media reports have made clear, finding interpreters is challenging (there aren't enough to support the Courts, which has dire consequences for those requiring assistance).

Finding the best way to manage this is challenging. Our current thinking is that CA may be able to support this objective by preparing material for the proposed First Nations Digital support hub.

Additionally, we propose to develop an 'easy English' guide to the TCP Code, as well as or instead of the current style 'plain language' version. This guide would include information about the use of advocates and could be easily updated to point to other resources to assist consumers with ESL, benefitting First Nations consumers and a number of other consumers in potentially vulnerable circumstances.

We are continuing to actively explore such options.

Displaying information about community languages

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

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

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

Translating and Interpreting Service (TIS National): 131 450

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

4.1.6. Where a CSP has [targeted advertising](#) in a language other than English, the [CSP](#) must provide the principal message and main terms and conditions of the *relevant offer* in that language, at no cost to the [consumer](#): [\[expanded 3.1.2\]](#)

4.1.7. Where a CSP has [targeted advertising](#) in a language other than English, the CSP must also provide [reasonable assistance](#) in that language.

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

Digital accessibility

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

Digital accessibility obligations

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

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

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

4.2. Consideration of consumer circumstances and needs

Supporting consumers in vulnerable circumstances

4.2.1. A [CSP](#) must support the telecommunications needs of [consumers in vulnerable circumstances](#), including by: [\[new\]](#)

- assisting [consumers](#) to self-identify as experiencing vulnerability; [\[new\]](#)
- having processes to proactively identify [consumers in vulnerable circumstances](#); and [\[new\]](#)

Commented [PW67]: Minor update to replace the term 'essential information', which we've abandoned as we decided it was less clear than spelling it out each time.

Commented [PW68]: ACCAN: would support the requirement for all CSPs to have all digital content at minimum to be required to conform to Level AA of the current WCAG. This would have the effect of CSPs being required to have all digital content, not only new content, conform to level AA of the current WCAG guidelines.

Commented [PW69R68]: Noted. This would be a significant undertaking arguably for little or no benefit as this would usually cover things like old T&Cs and SFOAs with very few customers and no traffic.

Commented [PW70]: Title updated to reflect the content of this section (it's not just vulnerable consumers)

Commented [PW71]: ACCAN: would support altering this provision to note that for some consumers, self identification of vulnerability is a difficult and stressful task which they may not wish to engage in through certain mediums. Incorrectly handed self-identification of vulnerability can have a re-traumatising impact on individuals and lead to poor consumer outcomes.

Commented [PW72R71]: Noted. The clause drafting directly reflects ACMA's SOEs. Additionally, the obligation in (b) looks to complement (a), meaning that the objective is covered.

- (c) ensuring staff who deal directly with consumers are trained and resourced to:
 - (i) identify consumer telecommunications needs; [concept from 3.4.1(a), 3.4.2]
 - (ii) identify consumers in vulnerable circumstances; [concept from 3.4.1(a)]
 - (iii) advise consumers about any offers the CSP has that may suit identified needs or circumstances; and [3.4.2], [4.5.2(a)], [4.5.1(f)]
 - (iv) refer consumers to relevant external services, where required. [new]

Understanding vulnerability under the ACL

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

Meeting consumer needs

- 4.2.2. Where a particular need or circumstance has been identified (as described in cl. 4.2.1), the CSP must, as applicable: [4.5.2, expanded]
 - (a) advise the consumer of any offers it has that may suit their identified needs or circumstances. This must include providing information about lower-cost options offered by the CSP, where appropriate; and [4.5.2(b)]
 - (b) assist the consumer to access further information about its [telecommunications goods and services](#) that may suit specific disclosed needs or circumstances. [4.5.2(c)], [4.5.2(d)]

Identified needs or circumstances

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

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

Supporting consumers affected by domestic and family violence

- 4.2.3. A CSP must have and implement policies and supporting materials on DFV. [new]
- 4.2.4. A CSP's DFV policies, supporting materials, and training must: [new]
 - (a) emphasise safety (of the affected consumer and CSP staff); [new]
Note: It is never appropriate for a CSP to require that a consumer be required to involve their alleged perpetrator in any discussion. Such actions could put lives at risk.
 - (b) be trauma-informed; [new]
 - (c) include information on common forms of DFV associated with a telecommunications good or service; [new]
 - (d) clearly set out how the CSP will identify and support consumers affected by DFV; [new]

Commented [PW73]: ACCC: expect that all CSP staff interacting w consumers will be trained to provide information that is clear, accurate and accessible to consumers, and that CSP staff do not omit important information required to make purchasing decisions. Plus expect that CSPs will assist consumers, upon request, to access translated documentation or translation services, to ensure consumers reach appropriate outcomes.

cl. 4.2.2 attempts this, but
i) the onus is the consumer to disclose the need, rather than on the CSP to make a positive effort to ascertain the consumer's need.
ii) the duty should be to deliver fair and reasonable outcomes which suit the consumer's individual circumstances, not simply to provide information about suitable offers.

Code should incl additional provision: CSPs are positively obligated to deliver fair and reasonable outcomes for consumers, suited to their individual circumstances. This provision would act as an overall obligation, supplemented by the additional specificity of clauses like 4.2.2.

Commented [PW74R73]: We have added the concept of fair and reasonable outcomes as a specific objective in chapter 3.

Additionally, we have uplifted cl. 4.2.2 to cover all customers identified as vulnerable (whether self-identified, or identified as vulnerable by the CSP).

Commented [PW75]: ACCAN: considers that this text box should better reflect examples of consumers who wish to switch to a more affordable telecommunications plan.

Commented [PW76R75]: 4.2.2 specifically covers lower cost options. We are unsure of the gap.

Commented [PW77]: Note: The drafting shown with strikethrough was the drafting we had in place before the announcement of a Standard.

This Code cannot repeat rules in other instruments and we anticipate it will all be deleted, as indicated by the strikethrough.

TBC once the Standard is drafted.

- (e) ensure that a CSP's obligations, communication channels, support and escalation requirements (external and internal) are clear and accurate; and **[new]**
- (f) align with and appropriately reference mandatory consumer obligations under other instruments (e.g. the Financial Hardship Standard). **[new]**

4.2.5. A CSP must not require evidence of DFV as a pre-requisite for general assistance and support under the CSP's DFV policy. **[new]**

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

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

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

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

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

Developing a response to DFV

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

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

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

Domestic and family violence – customer facing staff training

4.2.9. When developing appropriately tailored DFV training for relevant customer facing staff and their managers, a CSP must: **[new]**

- (a) ensure staff understand the specific legal and regulatory obligations relevant to their role as they relate to DFV; **[new]**
- (b) educate staff on common forms of DFV associated with a telecommunications good or service; **[new]**
- (c) include information to help staff: **[new]**
 - (i) understand (at a high level) the nature and impact of DFV; **[new]**
 - (ii) recognise and safely respond to DFV as it is likely to present to them, in their role; and **[new]**

- (iii) ~~manage and safely respond to DFV-associated issues; [new]~~
- (d) ~~ensure staff are familiar with all relevant policies and support materials; and [new]~~
- (e) ~~educate staff on vicarious trauma. [new]~~

Staff training

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

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

4.3. Authorised representatives

- 4.3.1. A CSP must ensure that customers can appoint an [authorised representative](#) to act on their behalf, if the [customer](#) requires. [3.5.1]
- 4.3.2. A CSP must:
 - (a) provide customers with access to information about how to appoint an *authorised representative*; [3.5.1(d)]
 - (b) ensure that the process to appoint an *authorised representative* is accessible; and
 - (c) advise the customer of the level of authorisation granted. [3.5.1(b)]

Note: An authorised representative may be granted the power to act on the customer's behalf as if they were the customer, or may be granted limited, defined rights. [3.5.1(b)]
- 4.3.3. Before accepting a person as a customer's *authorised representative*, a CSP must:
 - (a) obtain the customer's authority, through: [3.5.1(a)]
 - (i) an appropriate form of authority such as a letter of authorisation; or [3.5.1(a)]
 - (ii) a copy of the relevant power of attorney; or [3.5.1(a)]
 - (iii) another form of authorisation as may be reasonably required by the CSP; and [3.5.1(a)]
 - (b) keep a record of the circumstances and when the *authorised representative* was appointed by the customer; and [3.5.1(c)]
 - (c) keep records of notification(s) to the CSP of any relevant change in the customer's circumstances, including the death of a customer or the making of a guardianship order for a customer. [3.5.1(e)]

Authorised representatives

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

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

4.4. Advocates

- 4.4.1. A [CSP](#) must make it easy for consumers to communicate with it using an [advocate](#). [3.6.1]
- 4.4.2. A CSP must advise the [consumer](#) that a person acting as their advocate has no power to act on the [consumer's](#) behalf and has no access to their information (unless the [consumer](#) is present and agrees). [3.6.2]
- 4.4.3. A CSP must not allow an [advocate](#) to establish or make changes to a [customer's](#) account or [telecommunications service](#) unless the [advocate](#) is also the [customer's authorised representative](#). [3.6.3]

Advocates

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

Commented [PW78]: ACCAN: Considers that the CSP should also advise the advocate of this information.

Commented [PW79R78]: This clause is to protect the customer - to protect them from manipulation, control, etc.

The advocate will be told they don't have the power if they attempt to over-reach.

4.5. Managing a customer's death

- 4.5.1. A [CSP](#) must have processes in place to enable the management of a [customer's](#) account where the [customer](#) is deceased. This must include processes to:
 - (a) accept notification of a [customer's](#) death from an [Authorised Estate Representative](#); and
 - (b) facilitate the ongoing management, closure, or transfer of the deceased [customer's](#) account in accordance with the [Authorised Estate Representative's](#) instructions.
- 4.5.2. To facilitate the outcomes outlined in cl. 4.5.1, a CSP must:
 - (a) make [plain language](#) information publicly available about how to access bereavement assistance.
 - (b) ensure staff engaging with the [Authorised Estate Representative](#) are appropriately skilled and trained to fulfil the processes referenced in cl. 4.5.1.

Commented [PW80]: New section to manage customer death.

NOTE: It is not clear that all of this can currently be managed without putting a CSP in breach of the CID Determination. Those issues need to be resolved, as clearly we cannot have requirements here that conflict with another instrument.

4.6. Tools for preventing unauthorised account access

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

Commented [PW81]: ACCAN: ACCAN would request further information on this clause from the DC on the intention of this subsection.

ACCAN considers that this drafting should be revised to ensure that there is a proactive obligation on CSPs to offer this information to consumers during the purchase of a telecommunications good or service, either in digital or physical media form.

Commented [PW82R81]: While we agree with the objective, the sales process is too busy to add this information - it is overwhelming for the customer. Further, it is common practice for people to need PINS etc., and consumers are familiar with the concepts.

We therefore consider it better to ensure that information is available (at any time), so that the customer can find it at an appropriate time.

Tools to prevent unauthorised access

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

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

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

4.7. Retention of personal information

4.7.1. A CSP not required to comply with the Australian Privacy Principles contained in the Privacy Act must take reasonable steps to ensure that a consumer's personal information is protected from misuse, interference, loss, unauthorised use, or disclosure. Reasonable steps include: [3.7.1, 3.7.2]

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

4.7.2. A CSP not required to comply with the Australian Privacy Principles contained in the Privacy Act must take reasonable steps to destroy or de-identify a consumer's personal information once is no longer required under this Code, other instruments, or by a court or tribunal order.

Commented [PW83]: ACCAN: add securely.

Commented [PW84R83]: Covered in b

Commented [PW85]: ACCAN considers that this clause should be amended to:

'having a data breach response plan and promptly acting on and resolving detected instances of unauthorized access.'

Commented [PW86R85]: This is already part of a response plan.

Privacy Act

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

Some smaller CSPs are, at the time of this Code's publication, not subject to the requirements of the Privacy Act. Section 4.7 provides protections for consumers of those CSPs through obligations that reasonably align with the obligations in the Privacy Act.

The Privacy Act is currently under review and may be extended to cover smaller organisations. For clarity, any organisation that is bound by the Privacy Act does not need to comply with section 4.7 of this Code.

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

5. RESPONSIBLE SELLING: PRE-SALE INFORMATION AND ADVERTISING

Key objectives and chapter summary

Objectives

1. [Consumers](#) are empowered to understand what [telecommunications goods and services](#) are available in the market and make informed decisions about which will best meet their financial and personal needs.
2. [Consumers in vulnerable circumstances](#) receive support to assist them to access appropriate [telecommunications goods and services](#).

Chapter summary

This chapter covers rules about:

- how [telecommunications goods and services](#) are advertised.
- what information must be included in the [Critical Information Summary](#).
- publishing information and advertising about [telecommunication goods and services](#) that is free, accurate, accessible, in [plain language](#), and minimises the need for disclaimers.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements;
- [Chapter 4](#) for detailed information about requirements to support consumers (including those in [vulnerable circumstances](#)) in an inclusive and fair manner, including rules around the use of [advocates](#) and [authorised representatives](#), and
- [Chapter 6](#) for responsible selling obligations at point of sale.

5.1. Critical Information Summary

General requirements

- 5.1.1. A [CIS](#) must be available for all [offers](#) for:
 - (a) [telecommunications services](#); and
 - (b) [telecommunications services](#) where a [bundled telecommunications good](#) or additional service is included as a mandatory component of that [offer](#).
- 5.1.2. A [CSP](#) is not required to create a new CIS for [special promotions](#). A CSP offering a [special promotion](#) must supply the CIS for the underlying [offer](#).
- 5.1.3. The CIS must be:
 - (a) free of [charge](#); [\[4.2.1\]](#)
 - (b) on the [CSP's](#) website; [\[4.2.6\(a\)\]](#)
 - (c) available via [prominently displayed](#) links in advertised offers on the CSP's website, close or adjacent to the offer's description (except in online banners, tiles, strips and pop-up advertising); [\[4.2.6\(b\)\]](#)
 - (d) at the CSP's stores (if applicable); [\[4.2.6\(c\)\]](#)

Commented [PW87]: Amended to make it clearer where CISs are required.

Commented [PW88]: Note moved to a substantive clause in response to drafting feedback

- (e) in a [durable medium](#); [5.2.3] and
- (f) provided as a separate document to the [SFOA](#) (or equivalent) and any other contractual terms and conditions. [4.2.4(a)]

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

5.1.5. A CIS provided under cl. 5.1.4 for plans no longer offered to new customers at the time that this Code commences must comply with either: [4.2.9] + new

- (a) the CIS requirements in this Code; or
- (b) the relevant CIS requirements of the TCP Code in force at the time that the plan was offered, being either:
 - (i) cl. 4.1.1 of the Telecommunications Consumer Protections Code C628: 2015 Incorporating Variation 1/2018; or
 - (ii) cls. 4.2.2 – 4.2.6 of the Telecommunications Consumer Protections Code C628: 2019

*Note: copies of the 2015 and 2019 Code are available at:
<https://www.commsalliance.com.au/Documents/Available-Superseded>.*

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

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

Note: Concise means the text covers the required information in cls 5.1.7, 5.1.8 and 5.1.9 in a clear and direct manner.

- (b) in a digitally accessible format (where applicable); and [new]
- (c) in [plain language](#). [new]

Content of the [CIS](#) - mandatory content requirements applicable to every [CIS](#)

5.1.7. At the beginning of the document, in a separate, clearly identified section, each [CIS](#) must contain:

- (a) the name of the [CSP](#); [new]
- (b) a description of the [offer](#) being provided [4.2.2(a)(i)];
- (c) the minimum [periodic price](#) [4.2.2(a)(ii)];
- (d) the maximum [periodic price](#) (where calculable) [updated 4.2.2(a)(iii)]
- (e) the minimum term of the offer [4.2.2(a)(v)];
- (f) information about any costs payable if the [customer](#) terminates the offer. [updated 4.2.2(a)(iv)]

Note: for example, 'If you cancel your service before your minimum contract term is complete, these Early Exit Fees will apply: \$XX x months remaining on your contract.'

- (g) any exclusions and disclaimers. [4.2.2(b)(iv)]

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

- (a) information about any early termination fees applicable at any time during the minimum term; [updated 4.2.2(b)(v)]

Commented [PW89]: Clause added - this is 4.2.9 of current code, which we'd failed to bring across.

Commented [PW90]: Tightened up language here to make it clear that CIS also includes goods and services.

Commented [PW91]: Updated heading for clarity

Commented [PW92]: ACCC: want info about ACCC, ACL and their role included in the CIS.

Commented [PW93R92]: As the customer cannot directly raise a complaint to the ACCC we suggest adding this info to an already crowded document is not a priority.

However, we think this would be useful information to add to the document about the TCP Code written for consumers.

Commented [PW94]: DITRCA: 1) should be standardised format to enable comparison across different providers; 2) want a CIS for prepaid prior to sale

Commented [PW95R94]: Re 1) 5.1.6 requires all CSPs to provide the same info upfront, clearly marked. And there's mandatory inclusions beyond that as well, clearly. Standardisation beyond that is extremely difficult given the variation in service offerings.

Re 2) - it is impossible to provide a CIS prior to sale in every instance for prepaid, as
a) a customer often picks up the pack and pays for it with no interaction with any sales staff (incl. eg. at a supermarket).
b) It's not clear which service they are purchasing until activation, when they select the specific plan.
To meet the objective (ensuring consumers have the information they need about the service), we have made changes to 6.1.8.

Commented [PW96]: We believe it is a superfluous clause, but will provide further information on this before any decision is made about its retention.

Commented [PW97]: This is an updated 4.2.2 (a)(iv) to ensure the customer is given the information to understand the implication of cancellation of a service on a bundled good.

... [3]

Commented [PW98]: ACCC:

1) Welcome 5.3.3(f) - make info re cancellation methods publicly available. But want this info in the CIS.

... [4]

Commented [PW99R98]: CIS is presale, so we don't think it's the right place for overloading the customer about every detail. (noting that the ... [5]

- (b) information about at least two payment methods that are [fee free](#), one of which must be manual; [new]

Note: see cl. 8.10 for further information.

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

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

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

Note: see cl. 4.1.5 for further information.

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

Note: see cl. 4.1.5 for further information.

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

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

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

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

- (a) a description of any [telecommunications good](#) or service that is a mandatory component of the offer; [4.2.2(b)(ii)]

- (b) the cost of any [telecommunications good](#) that is a mandatory component of the offer, where that cost is not built into the offer; [4.2.2(b)(iii)]

- (c) a description of the potential impact that a change to, or termination of, the [telecommunications service](#) may have on any other [telecommunications goods](#) and [services](#) held by the customer; [new]

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing. You will not be refunded any money you've already paid for your service.'

- (d) information to help a customer determine the remaining balance on any device repayment plan and costs associated with a change to, or termination of the service; [new]

- (e) where calculable and the offer is not unlimited or subject to [shaping](#), the cost of:

- (i) 1Gb of [data](#); [updated 4.2.2(b)(viii)]
- (ii) a 2-minute [standard national mobile call](#) (including flagfall where applicable); and [4.2.2(b)(vi)]
- (iii) sending a [standard national mobile SMS](#). [4.2.2(b)(vii)]

- (f) where calculable and the offer is not unlimited or subject to [shaping](#), information about:

- (i) call and data usage; [4.2.2(b)(ix)]

Commented [PW100]: 18 Oct Draft
New - to address ACMA feedback that drafting did not make it clear that info on costs of cancelling a service must be included (not just a description)

- (ii) domestic roaming costs; [4.2.2(b)(x)] and
- (iii) international roaming, including [maximum charge information](#). [4.2.2(b)(x)]
- (g) information about the CSP's [SFOA](#) (or equivalent) and fair use policy (or [equivalent](#)); and [\[new\]](#)
- (h) information about concessions offered by the CSP [\[new\]](#).

Use of links in the CIS

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

- payment options;
- estimating call and data usage;
- international calling and associated costs;
- domestic roaming and associated costs;
- international roaming and associated costs;
- complaint handling process;
- information to help a customer determine the remaining balance on any device repayment plan and costs associated with a change to, or termination of the service;
- a CSP's [SFOA](#) (or equivalent) and fair use policy (or equivalent);
- information about concessions offered by the CSP; and
- contact details for the [TIO](#).

Other information in the CIS

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

Commented [PW101]: New in CIS, to reflect ACMA feedback.

Commented [PW102]: New - to address ACMA feedback that drafting did not make it clear that info on costs of cancelling a service must be included (not just a description)

Commented [PW103]: Minor updates to the breakout box to reflect above drafting

5.2. Advertising offers

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

- (a) clearly and accurately: [3.2.1]

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

- (b) in [plain language](#). [3.2.1]

Content of advertising

5.2.2. When advertising [offers](#), a [CSP](#) must ensure that the principal message and main terms and conditions of the relevant offer are captured in the body of the [advertising](#). [4.1.3(a)]

5.2.3. When advertising an offer, a CSP must ensure (if applicable): [4.3.1]

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

Commented [PW104]: Amended as no longer using essential information. This general requirement applies to all advertising. Specific requirements are spelt out in 5.2.4.

Commented [PW105]: What was 5.2.3 has been deleted, as ACMA rightly pointed out that the clause was duplicated by 5.2.4(c)(iv)

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

Commented [PW106]: This clause has been revised for clarity (to narrow the exclusion around shaping to only cover instances where the way shaping is implemented would affect the cost of data.)

Commented [PW107]: Minor update to correct drafting (consistent with current requirements other than the 1mb now being 1Gb)

Broadband speed claims

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

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

Advertising special promotions

5.2.4. When advertising a [special promotion](#), a [CSP](#) must include information about: [\[4.1.4\]](#), [\[4.1.4\(a\)\]](#)

- (a) the principal message and main terms and conditions of the *special promotion*, including relevant information about the underlying [offer](#);

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

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

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

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

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

Consider advertising medium

- 5.2.5. A [CSP](#) must ensure their advertising content, as required above, is appropriate for the advertising medium. [4.1.3]

Commented [PW108]: Clause shortened on ACMA advice, to make it clear what the requirement is

5.3. Additional information requirements

Standard terms and conditions for consumers

- 5.3.1. A [CSP's SFOA](#) (or equivalent) must be available for all [telecommunications services](#), and associated [telecommunications goods](#) where relevant. [3.2.4]

- 5.3.2. A [CSP's SFOA](#) (or equivalent) must be available upon request for as long as the offer has active customers (including [offers](#) no longer advertised). [new]

Commented [PW109]: Amended title to make it more useful/accurate (as all information is public, incl. CIS, which is already covered)

Information for consumers with disabilities

- 5.3.3. A [CSP](#) must make available on their website up-to-date guidance material for consumers with disabilities to assist them identify [telecommunications goods](#) and [services](#) offered by the CSP that are suitable for their needs.

- 5.3.4. Where a CSP is supplying relevant goods, this must include information about the features of the telephone equipment that will suit different needs, pursuant to Communications Alliance [C625:2020 Information on Accessibility Features for Telephone Equipment](#), or by using the Mobile & Wireless Forum Global Accessibility Reporting Initiative (GARI).

It may also include information about, or links to:

- (a) Accessible Telecoms: <https://www.accessibletelecoms.org.au>, a free service to find independent and up-to-date information on telecommunication goods and services that are suitable for seniors and people with disabilities.
- (b) Accesshub: <https://www.accesshub.gov.au>, a government website with information and resources for the deaf community.
- (c) Global Accessibility Reporting Initiative (GARI): <https://www.gari.info/findphones.cfm>, to find a device that has the accessibility features that work for them.

Commented [PW110]: New heading and new clauses to reflect ACMA feedback.

Note that the requirements of C625:202 are already mandatory through that Code. Nonetheless, we've included reference to that requirement in the proposed TCP Code updated drafting.

Note that this complements requirements in chapter 4, supporting the consumer

Standard information for consumers

- 5.3.5. A [CSP](#) must ensure information about [telecommunications goods](#) and [services](#) currently offered is publicly available without charge to consumers, including: [4.3.1]

- (a) a description of the telecommunications goods or services offered, including: [4.3.1(a)]

- (i) the manufacturer's name, where a non-CSP branded telecommunications good is supplied by a third party as part of the offer; [4.3.1(b)]
- (ii) the main technical features of any [telecommunications good](#) offered by a CSP, or where this information can be obtained; [4.3.1(c)]
- (b) payment options;
Note: see cl. 8.10.1 for further information.
- (c) information to assist [consumers](#) in estimating their usage requirements; [4.3.1(e)], [4.5.2(c)]
- (d) information about spend-management tools and [usage notifications](#). [6.4.3]
Note: see cl. 8.2 for further information.
- (e) details of any post-sales support available, and any applicable fees or charges for this support; [4.3.1(f)]
- (f) information about cancellation or [disconnection](#) on telecommunications goods and services, including: [new]
 - (i) how a [customer](#) can request cancellation or [disconnection](#); and
 - (ii) the impact of cancellation or [disconnection](#).
Note: impact may include changes to rights of use of a number, impact on other telecommunications goods and services with the CSP, and potential cost impacts.
- (g) the impact of non-payment or repeated late payment on the provision of current or future telecommunications goods and services to the customer; [5.1.2(e)]
- (h) information about domestic roaming (if provided by the CSP), including:
 - (i) the circumstances in which additional [charges](#) may be imposed in Australia when the telecommunications service roams onto a different network (if applicable); [4.3.1(h)]
- (i) information about international roaming (if offered by the CSP), including information about: [4.3.1(h)]
 - (i) how to activate or deactivate international roaming; and
 - (ii) the [maximum charge information](#).
- (j) the name of the [carrier](#) whose network is used to provide the telecommunications service, if the CSP does not own the network over which it is supplying a telecommunications service, ensuring it is clear that: [4.3.1(i)]
 - (i) the CSP is responsible for the service to the consumer; and
 - (ii) is not affiliated or related to the carrier unless it is.
- (k) [generally available network coverage](#) in Australia, which will include a map or diagram of the network coverage; [4.3.1(g)]
- (l) where the CSP is not the carrier, display the underlying wholesale network provider for mobile network coverage. [new]

6. RESPONSIBLE SELLING: SALES, CONTRACTS AND CREDIT ASSESSMENTS

Key objectives and chapter summary

Objectives

[Consumers](#) benefit from responsible sales practices when purchasing [telecommunications goods](#) and [services](#) from [CSPs](#) and are protected from irresponsible sales at the point of sale.

Chapter summary

This chapter covers rules about:

- a CSP's selling policies and processes.
- a CSP's credit check procedures.
- remedies for mis-selling.
- sales record and contract information.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements,
- [Chapter 4](#) for detailed information about requirements to support consumers (including those in *vulnerable circumstances*) in an inclusive and fair manner, including rules around the use of [advocates](#) and [authorised representatives](#), and
- [Chapter 5](#) for responsible selling obligations when advertising and pre-sale.

6.1. Responsible approach to selling

- 6.1.1. A [CSP](#) must sell [telecommunications goods](#) and [services](#) responsibly.
- 6.1.2. A CSP must ensure its sales processes: [\[4.5.1 + new\]](#)
- (a) promote and sell its *telecommunications goods and services* in a fair and accurate manner; [\[4.5.1 \(a\)\]](#)
 - (b) promote and sell its *telecommunications goods and services* in [plain language](#); [\[4.5.1 \(a\)\]](#)
 - (c) clearly explain the *offer*, including (where applicable) [\[4.5.1 \(b\)\]](#):
 - (i) the minimum *periodic price*;
 - (ii) the minimum term of the *offer*;
 - (iii) information about any costs payable if the [customer](#) terminates the offer; [\[updated 4.2.2 \(a\) \(iv\)\]](#)
 - (iv) the minimum term of any [special promotions](#), [discounts](#) or benefits (if applicable); and
 - (v) information about the impact cancellation of the telecommunications service may have on any other telecommunications goods and services (if applicable).

Commented [PW111]: Clearer, more direct drafting. Opening clauses summarise the key requirements. Note: training requirements are covered in more detail in earlier chpt.

- 6.1.3. A CSP must train and resource relevant staff to promote and sell *telecommunications* goods and services in compliance with this Code. [4.5.1 (c), [4.5.1 (f)]]

Responsible incentive structures [new]

- 6.1.4. Where a *CSP* has sales incentive structures in place, the sales incentive structures must promote responsible selling practices. [new]

- 6.1.5. At a minimum, sales incentive structures must:

(a) include material disincentives to irresponsible selling practices, including:

- (i) negative consequences for all persons who benefitted, where mis-selling is identified, for example, clawback; and

Note: For example, commissions may be reclaimed if mis-selling is identified. This may apply to both past and future commissions based on individual performance.

- (ii) incorporating customer feedback and satisfaction scores into sales incentive structures; and

*Note: For example, customer satisfaction scores and positive *consumer* interaction metrics will be integrated into the calculation for commission qualification and potential claw back.*

- (iii) clear limitations or controls on the volume and value of sales that contribute to commissions.

(b) include additional protections for consumers identified as vulnerable. This must include:

- (i) specifically training *sales staff* on identifying and appropriately handling these *consumers*; and

- (ii) prohibiting practices that prioritise sales volume or value over consumer welfare.

(c) incorporating metrics that promote responsible selling when setting targets, evaluating performance and calculating rewards or commissions (as applicable)

Note: Such metrics may include:

- compliance with responsible selling practices and policies.
- *customer* feedback and satisfaction scores.
- measures of positive consumer interactions and long-term customer relationships.
- Accessibility and inclusivity engagement.

- 6.1.6. Sales practices must be monitored and reviewed at least annually to ensure *compliance* with these *rules*.

- 6.1.7. Monitoring and reviewing required under 6.1.6 must be undertaken at arm's length from any persons who benefit directly from sales incentives schemes or the outcomes of any monitoring or review functions.

Note: see also chapter 3, Organisational culture and governance.

Information provided to consumers prior to a sale

- 6.1.8. A *CSP* must provide the *CIS* for *telecommunications services* to a *consumer* prior to a sale, except where: [4.2.8]

Commented [PW112]: New and substantially updated section.

Commented [PW113]: Note: This repeats training in other chpts but we are including here for visibility. 6.1.7 also repeats some of governance requirements in chpt 3.

For ref:

3.2.6. A CSP must have processes to monitor for compliance with the Code, including:
(a) interactions with customers, to assess whether staff are proactively identifying consumers' needs and circumstances, including for DFV; [updated 4.5.1 (d)]
(b) the conduct of sales staff, to assess if staff are selling responsibly; [4.5.1 (d)]
(c) complaints about the sales conduct of its sales staff to identify possible instances of inappropriate selling; and [4.5.1 (e)]
(d) complaints about inaccurate information regarding an offer the customer has relied on when making a purchasing decision. [4.4.1 (c)]

Commented [PW114]: The application of c6.1.5 has been updated to include 'sales practices' in their entirety, with new requirements to note that monitoring and reviewing is to be undertaken at arm's length from any persons who benefit from sales incentive schemes or the outcomes of any monitoring and review functions

Commented [PW115]: Note the interaction of this clause with the auditing requirements/powers. i.e. that CommCom could choose (and no doubt will – based on input it gets on priorities incl. from ACMA) to require from all CSPs information on any sales incentives, monitoring etc., as part of its annual audit. And of course, the ACMA can do audits at any time.

- (a) the sale is for a pre-paid telecommunications service. In this case, a CSP must provide the CIS:
 - (i) with the *order summary*; or
 - (ii) during the activation process; [new]
- (b) the sale falls within the scope of an unsolicited consumer agreement under the *Australian Consumer Law* and the *consumer* is entitled to a cooling off period. After the sale, a CSP must provide the consumer with:
 - (i) a copy of the relevant CIS;
 - (ii) the unsolicited consumer agreement; and
 - (iii) a cancellation notice required by the *Australian Consumer Law*; or [4.2.8(a)]
- (c) the sale is carried out over the telephone and is not treated as an unsolicited consumer agreement under the *Australian Consumer Law*. The consumer may agree to opt out of their right to receive all information contained in the CIS prior to sale. In this case, a CSP must: [4.2.8(b)]
 - (i) provide the information outlined at 6.1.2(c) prior to or at the point of sale; [4.2.8(b)(i)], [4.6.4]
 - (ii) dispatch a copy of the CIS to the consumer within 5 working days of the sale; and [4.2.8(b)(i)]
 - (iii) not engage in practices that would encourage consumers to opt out of receiving the CIS prior to the sale. [4.2.8(b)(i)]

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

6.1.9. Prior to taking initial payment, a CSP must provide the *customer* with information about at least two *fee free* payment methods. [new]

6.1.10. Prior to an *assisted sale* of a mobile telecommunications service to a new *residential consumer*, the staff member facilitating the sale must prompt the consumer to check the critical locations the service is intended to be used. [new]

See also cl. 5.3.5(k).

Remedies for mis-selling

6.1.11. A CSP must take reasonable steps to correct instances of mis-selling in breach of this Code by offering a remedy that is realistic, appropriate and tailored to suit the *customer's* needs, circumstances and harm experienced, taking into account the customer's preferred remedy. [updated 4.4.1(a)]

Note: This could include, but is not limited to:

- (a) providing a refund; or
- (b) returning the customer to the position they were in prior to the sale; or [new]
- (c) terminating a customer's contract without *charge*; or [4.4.1(a)]
- (d) enacting a change of contract without penalty to the customer; or [4.4.1(a)]
- (e) another action or remedy, as agreed with the customer. [new]

Note: Customers should not be required to accept a remedy that is preferred by the CSP or be penalised for choosing one remedy over another.

Commented [PW116]: Drafting updated to reflect ACMA feedback that the options should not be limited (by 'one or more of' wording) and should explicitly include reference to a refund.

Remedies for incorrect information

- 6.1.12. Where a customer has relied on inaccurate information provided by a [CSP](#) about an offer to make a purchasing decision, the CSP must provide the customer with:
- (a) corrected information about the offer; and [\[4.4.1 \(b\)\]](#)
 - (b) a tailored remedy as set out in cl. 6.1.11. [\[new\]](#)
- 6.1.13. Where a customer has purchased a mobile *telecommunications service*, and actual mobile network coverage does not meet the customer's coverage requirements (see cl. 5.3.5(k), a CSP must allow the customer to exit their service contract with no early exit fees. [\[new\]](#)

Remedies for consumers in vulnerable circumstances

- 6.1.14. Where a customer has purchased a *telecommunications good or service* while affected by a vulnerability that impacted their decision-making at the time of sale, a [CSP](#) must allow return of the telecommunications good, or cancellation of the purchased *telecommunications service* without [charge](#). [\[new\]](#)
- 6.1.15. A CSP may request evidence of vulnerability in relation to cl. 6.1.14, ~~except in cases where the customer is affected by DFV as required under cls 4.2.5 – 4.2.7.~~ [\[new\]](#)
- 6.1.16. A CSP must establish processes to allow it to assess evidence of vulnerability in cases of mis-selling. This must include:
- (a) a process to allow for the information to be provided to personnel who are authorised for the purposes of assessing eligibility.
 - (b) steps to protect the information from misuse, interference and loss, unauthorised access, modification or disclosure; and
 - (c) steps to ensure the information is disposed of, or destroyed, in a secure manner where the record is no longer needed under this industry Code or any other applicable laws.

Note: Clause 6.1.15 does not require that the CSP request proof of vulnerability affecting the customer, rather, this is at the discretion of the CSP.

Note: other obligations for sales and related remedies can be found under the [Australian Consumer Law](#) clauses in this Code do not limit those [requirements](#).

Commented [PW117]: ACMA: We consider requests for "evidence of vulnerability" in cl 6.1.11 should not be unreasonably onerous on the customer and limited to particular types of evidence specified – i.e. the example documentation in the callout box (statutory declaration, medical letter, letter from a support service used by the customer).

Commented [PW118R117]: Drafting updated to align with FHS and make it clearer that the examples in the breakout box of documentation that could be accepted are not limited to those examples.

Commented [PW119]: ACCAN: query if it would it be appropriate for CSP staff to be engaging with and interpreting medical documentation.

Commented [PW120R119]: This does not suggest that; it's like getting a sick note - medics understand the information that they do (or do not) provide.

Selling to consumers in vulnerable circumstances

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

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

Example documentation could include:

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

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

Timeframes for remedies

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

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

6.2. Credit assessments

Assessing creditworthiness: new residential consumers

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

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

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

Commented [PW121]: ACCAN: 5 working days would be more reasonable.

Commented [PW122R121]: This is to align with the CHS

Commented [PW123]: TIO: re (b) - It is unclear whether this exemption would have any practical application. And the note doesn't provide clarity). On one interpretation, the exemption may apply when a CSP decides it will not pursue any debts owed on any of its services. It is doubtful any CSP has such a broad policy. On another interpretation, the exemption may apply when a CSP decides it will not pursue any debts owed by a customer/cohort of customers. It'd be difficult for consumers or regulators to determine when such an exemption does or does not apply, particularly given individual CSPs are likely to keep such policies confidential. In our experience, where a CSP decides to waive a debt, it makes that decision later. 6.2.1b and 6.2.3b should be removed. It is appropriate that credit assessments be completed for all new contracts that may result in a debt of \$150 or more.

Commented [PW124R123]: Re your question on interpretation....and comment that the exemption may apply when a CSP decides it will not pursue any debts owed on any of its services and that it is doubtful any CSP has such a broad policy.

This is exactly the scenario that the clause is to cover. It may be cheaper to decide to write off debt for some cheaper services than undertake credit checks for those services. Obviously this would not be advertised as it may encourage non-payment.

obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.2. A credit assessment under cl. 6.2.1 for new [residential consumers](#) must include: [\[updated 6.1.1\(b\)\]](#)

(a) consideration of the consumer's financial circumstances, including: [\[updated 6.1.1\(b\)\(i\)\]](#)

- (i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); and
- (ii) employment type (e.g. professional, student, hospitality, retail, construction); and
- (iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, [financial hardship](#) indicators, general expenses, telecommunication expenses); and

Note: this does not require a CSP to request evidence from the [customer](#) about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting [personal information](#).

(b) an external credit check from a credit reporting body. [\[6.1.1\(b\)\(iii\)\]](#)

Assessing creditworthiness: new business consumers

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

- (a) a debt owed by the [consumer](#) equal to or greater than \$2000; and [\[new\]](#)
- (b) the debt being pursued by the CSP. [\[new\]](#)

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.4. A credit assessment under cl. 6.2.3 for business must include:

(a) consideration of the business consumer's financial circumstances, including (as applicable for business type): [\[new\]](#)

- (i) a business trading check; or

Note: for example, ABN check, ACN check, registered business check via ASIC.

- (ii) an insolvency check; or
- (iii) a Director check; and

(b) an external credit check from a credit reporting body for all new business customers. [\[6.1.1\(b\)\(iii\)\]](#)

Commented [PW125]: This section is new - upated to capture small business, per feedback

Assessing creditworthiness: current residential customers

6.2.5. A CSP must complete a credit assessment for current residential [customers](#) where a contract may result in: [\[updated 6.1, 6.1.1\(a\)\]](#)

(a) a debt owed by the [consumer](#) equal to or greater than \$[150](#); and [\[new\]](#)

(b) the debt being pursued by the CSP. [\[new\]](#)

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.6. A credit assessment under cl. 6.2.5 for current [residential consumers](#) must include: [\[updated 6.1.1\(a\)\]](#)

(a) consideration of the customer's financial circumstances, including: [\[new\]](#)

(i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); or [\[new\]](#)

(ii) employment type (e.g. professional, student, hospitality, retail, construction); or [\[new\]](#)

(iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, [financial hardship](#) indicators, general expenses, telecommunication expenses); or [\[new\]](#)

Note: this does not require a CSP to request evidence from the customer about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting [personal information](#).

(b) [\[a review of the customer's payment history with the CSP.\]](#)

6.2.7. In addition to complying with clause 6.2.6, where the customer is seeking to increase their current credit commitment with their CSP: [\[6.1.1\(a\)\]](#)

(i) by more than \$1000; and

(ii) any previous external check was completed over 6 months prior.

[\[a CSP must undertake a new external credit check from a credit reporting agency.\]](#)

6.2.8. [\[CSP must\] gain the consumers consent to request a new check. \[new\]](#)

Assessing creditworthiness: current business customers

6.2.9. A CSP must complete a credit assessment for current business customers where a contract: [\[updated 6.1, 6.1.1\(a\)\]](#)

(a) may result in a debt owed by the [consumer](#) equal to or greater than \$2000; and [\[new\]](#)

(b) the debt being pursued by the CSP. [\[new\]](#)

Commented [PW126]: DITRDCA: consent for a credit check - is this needed, i.e. would service be denied if a customer does not consent to credit check?

Commented [PW127R126]: Confirming that a customer not consenting to an external credit check when required would indeed be denied a service that requires a credit check. However, they could be offered prepaid services as an alternative.

Commented [PW128]: DITRDCA, TIO Drafting allows CSPs still rely on payment history for existing customers - not sufficient.

Commented [PW129R128]: A CSP can only rely on payment history if the customer is not exceeding their (recent) pre-approved limit.

We have updated the drafting to make this clearer.

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations

6.2.10. A credit assessment under cl. 6.2.9 for business must include:

- (a) consideration of the consumer's financial circumstances, including (as applicable for business type): [new]
 - (i) a business trading check;
Note: for example, ABN check, ACN check, registered business check via ASIC.
 - (ii) an insolvency check;
 - (iii) a Director check.
- (b) a review of the customer's payment history with the CSP.

Calculating Potential Debt

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

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

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

Declined credit assessment

6.2.11. Following a [credit assessment](#), if a CSP concludes that a [consumer](#) does not qualify for the requested telecommunications product, the CSP must: [\[6.1.2\]](#)

- (a) advise the consumer that their credit assessment was declined; and [\[6.1.2\(a\)\]](#)
- (b) provide the consumer with information about alternate [telecommunications goods and services](#) that the CSP has determined may meet the consumer's needs in accordance with the outcome of the credit assessment; or [\[6.1.2\(b\)\]](#)

Note: alternate telecommunications goods and services may include lower cost telecommunications goods and services, such as [pre-paid services](#) or telecommunications services supplied with restrictions placed on them, upfront payment options (including upfront payment for telecommunications goods such as mobile devices), the use of a guarantor, or a [security deposit](#). [\[new\]](#)

- (c) where a CSP determines that it does not have suitable alternatives to offer, advise the consumer of that [fact](#).

Commented [PW130]: ACCAN: include a link to the OAIC, as per other breakout boxes.

Commented [PW131R130]: Link inserted

CSPs as credit providers

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

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

Using a guarantor

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

Restricted telecommunication services (at point of sale)

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

Security deposit

- 6.2.15. A [CSP](#) must only require a [security deposit](#) where this is related to the outcome of a credit assessment. [\[6.2.1\]](#)
- 6.2.16. A [fee-free](#) security deposit option must be [available](#).
- 6.2.17. Before the security deposit is agreed to and paid by the [consumer](#), a CSP must provide them with information about the arrangement in a [durable medium](#). The information must: [\[updated 6.2.1\]](#)
- (a) specify the [relevant customer account](#) to which the arrangement applies; [\[new\]](#)
 - (b) describe the payment arrangements for the customer to pay the security deposit to the CSP; [\[6.2.1\(c\)\]](#)
 - (c) describe the interest arrangements (including accrual of interest); [\[6.2.1\(c\)\]](#)
 - (d) describe the repayment arrangements to return the security deposit (or the balance then remaining) and interest accrued, to the consumer; and [\[6.2.1\(e\)\]](#)
 - (e) outline when and how the security deposit (or part thereof) may be forfeited. [\[6.2.1\(b\)\]](#)
- 6.2.18. Prior to receiving the security deposit, a CSP must inform the consumer that the balance will be accessed from their account within 5 [working days](#) and provide an opportunity for the consumer to pay within that period. [\[6.2.1\(d\)\]](#)

Commented [PW132]: New clause to address ACMA feedback that this should be included.

Commented [PW133]: ACCAN notes that this is the only mention of "telecommunication account" present in the Code. ACCAN considers that the clarity of this clause may be improved with the addition of a definition of "telecommunication account" or aligning this provision with a more relevant definition already present in the Code.

Commented [PW134R133]: Thank you. We've amended the wording.

6.2.19. A CSP must repay to the [customer](#) the amount of the security deposit (or the balance then remaining), and interest accrued in relation to it, within 5 working days of the customer: [6.2.1(e)]

- (a) satisfactorily completing the terms of the security deposit arrangements; or [6.2.1(e)(i)]
- (b) cancelling the relevant telecommunications product. [6.2.1(e)(ii)]

6.3. Customer contracts

Content of contracts

6.3.1. A CSP must provide customers with information about their [customer contract](#) that includes: [4.6.1]

- (a) the name of the CSP; [4.6.1(a)]
- (b) the contact details of the CSP; [4.6.1(a)]
- (c) where the CSP is not the [carrier](#), the name of the carrier; [4.6.1(a)]
- (d) information about what type of equipment is compatible with the CSP's telecommunications service; and [4.6.1(b)]

Note: cls 6.3.1(c),(d) apply where the CSP does not own the network over which they are supplying the telecommunications service, to ensure it is clear to the customer that the CSP is responsible for the service and is not affiliated with the carrier (unless the CSP is). [4.6.1(a)]

- (e) where a CSP is providing equipment as part of the customer contract, the relevant terms and conditions relating to any equipment purchased from the CSP for use with the telecommunications service. [4.6.1(c)]

Order summary

6.3.2. A CSP must provide a [customer](#) with an order summary after entering into a customer contract with the [consumer](#), within 5 working days after the sale. [new]

6.3.3. A CSP's order summary must contain: [new], [4.6.5(a)], [4.6.5(b)]

- (a) the name of the CSP; [new]
- (b) the contact details of the CSP; [new]
- (c) the length of the fixed term contract (if applicable); [new]
- (d) information about any [special promotions](#) applied to the customer contract, including: [new]
 - (i) [discounts](#) or bonus entitlements; and [new]
 - (ii) the expiry date of the special promotion; and [new]
- (e) a link to the [CLS](#). [new]

Customer contract records

6.3.4. For the avoidance of doubt, [customer](#) contract records that must be kept under cl. 2.4.1 requirements for this chapter include:

- (a) records to enable a customer to verify that the process for entering into the [customer contract](#) was undertaken in accordance with this chapter.

Commented [PW135]: DITRDCA:

1) The current drafting regarding the content of contracts does not require the inclusion of start and expiry dates. While a customer can request this information from their CSP, the onus should not be on the customer to seek that information out, rather a CSP should proactively supply this information up front. Information on the length of a fixed term contract must be included in the order summary, however, it is not clear if this information will be provided as a general timeframe, for example 24 months, or will include a specific expiry date. We consider basic information about a customer's contract dates should be included in the contract and order summary.

2) Further, we consider the timeframe for providing an order summary (within 5 working days after entering a contract) too long. The order summary should be provided immediately after the sale.

Commented [PW136R135]: Re 1, this is in 6.3.3c. (where applicable)

Re 2, it will often go out immediately. But it depends on customer channel what is possible in every instance.

Commented [PW137]: Updated wording to link to the general record keeping requirements at 2.4

Deleted 6.3.4 from here as that's clearly covered @2.4

Moved what was 6.3.5 to the next section, as it relates to customer access.

Commented [PW138]: Reinserted from current code to make obligations clearer.

Note: this may include notes on the customer account, online order confirmation or voice recordings.

- (b) the following records in relation to the customer contract: [new]
 - (i) the order summary; [new], [4.6.5(a)], [4.6.5(b)]
 - (ii) the CIS; and [4.2.6], [4.6.2]
 - (iii) Standard Form of Agreement (or equivalent). [4.6.2]

Consumer access to customer contract records

- 6.3.5. For a minimum of the term of the [customer](#) contract plus 2 years, or if cancelled prior to the minimum term, 2 years following cancellation, a [CSP](#) must: [4.6.6]
 - (a) provide a consumer with a copy of the records required in 6.3.4 upon request, at no [charge](#). [4.6.2]
 - (b) provide the [consumer](#) with access to the records created and retained under cl. 6.3.5., including any voice recording regarding entry into the customer contract; and [4.6.6(a)]
 - (c) upon request by a consumer, provide to them (or, with the consumer's consent, to a nominated party) copies of records relating to their customer contract in a format that is clear and easy to understand. [4.6.6(b)]
- 6.3.6. A CSP must make available information about the activation and expiry date of any current [customer contract](#) upon the customer requesting this information from the CSP. [4.6.3]

Commented [PW139]: Updated to make it clear that the records in (a) must be provided without charge

Customer contract records

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

7. CUSTOMER SERVICE AND SUPPORT

Key objectives and chapter summary

Objectives

1. Consumers can easily and conveniently engage with, and receive assistance from, their [CSP](#)'s customer service and support channels.
2. Consumers have access to timely and effective customer service.
3. Consumers in vulnerable circumstances receive appropriate support to assist them to stay connected.

Chapter summary

This chapter covers rules about:

- customer service and support.
- customer notifications.
- service termination and cancellation.
- changing CSPs.
- a CSP's obligations to consider a consumer's circumstances, including any vulnerabilities they may be experiencing.

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

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

Commented [PW140]: ACMA:

1. Amendments need to be made to impose obligations on CSPs to provide clear information on financial and product consequences to customers for any requested changes to their contract. More specificity and constraint is needed around the circumstances in which a CSP can propose a detrimental change to a customer's contract and when CSPs are exempt from this requirement.

2. There are a number of vague terms/obligations which raise questions about the enforceability of the provisions e.g. 'near real time', 'CSP must consider which delivery methods' and 'it [the CSP] must ensure the process has been designed to prioritise...'. These need to be reviewed and redrafted.

Commented [PW141R140]: Re: (1). This is covered by 7.2.1

Re (2). We've adjusted drafting drafting at 7.1.2. to make it clearer. We note that the term 'near real time' (or similar) is in the Outages Standard draft.

We've also revised/included new wording at 7.1.3 and 7.1.4 to address concerns and align with FHS.

Additionally, drafting at 7.1.10 has been updated for clarity, to make it clear that this means in light of other obligations and what is actually possible - i.e. is not just an arbitrary, 'the CSP decides.'

7.1. Accessing customer service

Contact channels

- 7.1.1. A [CSP](#) must ensure that information about [customer](#) service and support is publicly available without [charge](#) to customers, including information about: [\[4.7.1\]](#)
- (a) general customer contact channels available; and [\[4.7.1\]](#)
 - (b) the hours of operation for each available contact method. [\[4.7.1\]](#)
- 7.1.2. A CSP must provide at least one 'live' general customer contact channel (such as phone, or live chat) that enables customers to communicate with staff in real time, or near real time, during the CSP's hours of operation. [\[new\]](#)
- Note: 'Live' contact channels are those that enable a customer to communicate with a real person in real, or near real, time. Communication with an automated bot or AI is not a live contact channel.*
- 7.1.3. Where a CSP ordinarily makes available a telephone number as a contact method for customers, it must provide telephone as a [customer](#) support channel option. [\[new\]](#)

- 7.1.4. If a CSP does not ordinarily make available a telephone number as a contact method for its customers, it must: **[new]**
- (a) provide an alternative customer support channel option that enables a customer to communicate with CSP customer service staff in real time, or near real time (such as live chat) during the CSP's hours of operation; and
 - (b) have clear escalation pathways in place to enable a customer to speak to a real person. This may be a phone number provided to the customer after a query has been escalated, or an ability to request a call back from the CSP.

Customer service

- 7.1.5. A CSP must ensure that they deal with customer enquiries in a timely and effective manner. **[4.7.1]**
- 7.1.6. Where a CSP has a case management process, it must ensure the process has been designed to prioritise customer outcomes. **[new]**
- Note: prioritising customer outcomes will depend on the issues being managed. For example, case management for customers affected by DFV would be different to that for a customer with a technical issue. It may include processes to avoid or minimise the need for a customer to constantly repeat details of their situation or problem and consider the compromise between repetition of the issue and wait time.*
- 7.1.7. A CSP must keep records of interactions between the CSP and customers where the customer has been identified and: **[4.7.1(d)]**
- (a) make these records accessible to staff tasked with responding to customer enquiries, to aid in resolving those enquiries: **[4.7.1(d)]**
 - (b) where requested by a customer, provide the records, for as long as the CSP retains those records; and **[4.7.1(d)(i)]**
 - (c) if the CSP charges a fee for providing the records kept, limit that fee to no more than the reasonable cost of finding, accessing, arranging, and providing the information. **[4.7.1(d)(ii)]**
- 7.1.8. Records kept under cl. 7.1.7 must be retained for a period of 2 years. **[new]**
- Note: The above record keeping requirements do not apply to records requested in a complaints process, which must be handled and provided according to the Complaints Standard, or records requests from the TIO or any other regulatory or law enforcement body governed under other laws and regulations.*
- 7.1.9. Clause 7.1.7(b) does not apply where providing records may jeopardise the safety of a customer or end user experiencing DFV. **[new]**

Delivery methods for customer notifications

- 7.1.10. When sending customer notifications, a CSP must consider which delivery method(s) are appropriate for that notification. **[6.5.6 + new]**
- Note: this will include considering whether the notification must be sent in a specified format or a durable medium to meet the requirements of other instruments, or this Code.*
- It will also include consideration of the appropriate method of communication for the service type. For example, communication to a mobile plan customer would reasonably be by SMS, but may be via a mobile app for customers using that app. A*

Commented [PW142]: I anticipate this will remain relevant despite the Standard. So have left it in for now.

Commented [PW143]: A number of drafting updates are included here to address ACMA/RC queries and make the requirements and accepted limitations clearer, including: where there are conflicting provisions in other instruments requiring a particular course of action. (ie it can't just be about customer's preference). that it has to be possible (some providers only have one pathway) that it has to be safe (e.g. a victim-survivor's preferred method may be different for one type of notification than another, or on one hour to the next) (note: anticipated that point will remain relevant to this code despite Standard)

broadband service [customer](#) may generally receive notifications via email, but may be via SMS or app, if the customer has details recorded.

- 7.1.1.1. A CSP must deliver notifications in accordance with recorded contact preferences where possible. [6.5.6]

Note: 'where possible' will include consideration of cl. 7.1.9; whether a customer has any preferences recorded; whether the CSP's IT capabilities permit a choice of delivery methods.

7.2. Requests to change or terminate a contract

Customer requested

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

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

CSP-initiated change to a contract

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

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

Exemptions to CSP notice requirements

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

Note: for example, see Chapter 9 for [credit management](#) obligations and termination of contract.

- (c) does not receive sufficient notice of a change from a wholesale provider to allow it to meet the timeframe provisions under cl. 7.2.2.

7.3. Changing CSPs

Obtaining consent

- 7.3.1. A [gaining CSP](#) must take reasonable steps to ensure that a [customer](#) is only the subject of a [transfer](#) if the customer has provided their consent to the transfer. [9.1.1(a)]

- 7.3.2. A [gaining CSP](#) must take reasonable steps to ensure that the person requesting the transfer is: [9.1.1(b)]

- (a) the [ROU holder](#) of the [telecommunications service](#) to be transferred; or [9.1.1(b)]
- (b) is an [authorised representative](#) of the ROU holder. [9.1.1(b)]

Commented [PW144]: ACMA: We consider that there should be a requirement to notify the customer of a CSP-initiated change to their contract in all circumstances – it cannot turn (or not be enforceable) on a CSP's assessment about whether the change is beneficial or neutral to the customer.

Any exemption from this requirement which turns on the change being required by legal or regulatory change should be limited to a circumstance where the CSP has not had reasonable opportunity to do the notification ahead of the change commencing. We'd expect those circumstances to be incredibly rare.

Commented [PW145R144]: After discussion, it was agreed no change was needed because:

- a) it's a reflection of ACL
- b) the risk is with negative changes, not positive changes.
- c) CSPs will usually be very keen to inform customers of positive changes – but this is done generally just before or at the time of the change, as then customers see it straight away and understand it is a positive changes (rather than calling the CSP to check).

Commented [PW146]: New exclusion

Verifying a transfer

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

Promoting transfers

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

Minimum information for consumers

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

Transfer validation

- 7.3.7. The [gaining CSP](#) must check the accuracy of the [transfer](#) details with the [consumer](#), including at least: [9.4.2]
- (a) the name and the service address of the [consumer](#); [9.4.2(a)]
 - (b) the details of the [telecommunications service](#) number or AVC ID, if applicable, to be transferred; and [updated 9.4.2(b)]

(c) confirming that the telecommunications service will be transferred to the [gaining CSP](#). [9.4.2(c)]

7.3.8. A [gaining CSP](#) must validate that the telecommunications service number or NBN service can be transferred. [9.4.3]

7.3.9. If the telecommunications service can be transferred, a [gaining CSP](#) must undertake the [transfer](#) as agreed with the customer. [9.4.4]

7.3.10. If the telecommunications service cannot be transferred, a [gaining CSP](#) must notify the consumer and advise what this means for the consumer, including where applicable, what options are available to the consumer. [9.4.5]

Transfer validation

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

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

Consumers to be kept informed

7.3.11. During the [transfer](#) process, the [gaining CSP](#) must: [9.5.1]

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

Notification of completion of a transfer

7.3.12. The [gaining CSP](#) must: [9.6.1]

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

Records regarding transfers

7.3.13. The [gaining CSP](#) must create records establishing: [9.7.1]

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

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

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

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

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

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

7.4. Sale of Business or CSP [reorganisation](#)

Notification of transfer

- 7.4.1. If a [CSP](#) proposes to [transfer](#) a *customer's* telecommunications service because of the sale of the CSP's business or a corporate reorganisation, before the *transfer* is initiated, the CSP must notify the *customer* in writing, a minimum of 20 [working days](#) before the *transfer*: [\[9.8.1\]](#), [\[9.8.1\(a\)\]](#)
- (a) that the *customer's telecommunications service* will be transferred to the [gaining CSP](#) because of a sale of the CSP's business or a corporate reorganisation; [\[9.8.1\(b\)\]](#)
- (b) of any details then known to the CSP regarding how the *customer's telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing as a result of the *transfer*; [\[9.8.1\(c\)\]](#)
- (c) of any impact this change has on the *customer's* use of existing equipment; [\[9.8.1\(d\)\]](#)
- (d) of the contact details of the *gaining CSP*; [\[9.8.1\(e\)\]](#)
- (e) of the proposed date by which the *transfer* will be completed; [\[9.8.1\(f\)\]](#)
- (f) that the CSP will use reasonable efforts to notify the *customer* of the completion of the *transfer* on the day it occurs; and [\[9.8.1\(g\)\]](#)
- (g) of the termination rights for that *customer* that result from the *transfer*, including:
- (i) any notice period;
- (ii) advice that no fee will apply for breaking the service; and
- (iii) (where relevant) that there may be an impact on other [telecommunications goods](#) and [services](#) held by the *customer*, with a description of the potential impact that a change to, or termination of, the *telecommunications service* may have on any other *telecommunications goods and services* held by the *customer*. [\[9.8.1\(h\)\]](#)

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing.

Commented [PW147]: ACMA: We consider a timeframe, e.g. 20 working days before the proposed date of transfer", should be introduced into clauses 7.4.1 and 7.5.1 to allow the consumer time to consider whether they wish to churn to a different CSP or a different retail provider. Notifications should be required to be provided in writing unless a customer has previously expressly requested no written notifications.

There should be an obligation on a CSP to disclose any and all changes to fees and charges resulting from a CSP deciding to sell or reorganise its business up until the date of the transfer.

Further, where the transfer has been brought about by the CSP's sale of business or reorganisation, termination charges attributable to the provision of services by the CSP should not be charged as outlined in cl 7.4.1 (g) as such a decision is out of the control of the customer who has entered into a contract in good faith.

Commented [PW148R147]: Drafting changed to at least 20 days

Confirmed that the comment re changes to fees and charges, is already adequately covered by (b).

Termination point in last para addressed through new 7.1.4 (g)

Termination by a customer

7.4.2. Where a [customer](#) exercises their termination rights in line with cl. 7.4.1(g), the CSP must terminate the relevant *telecommunications service contract*:

- (a) without any fees imposed for breaking the service contract; and
- (b) within 5 [working days](#) of receiving the customer's notice. [9.8.2 + new]

Other requirements

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

7.5. Move to a different wholesale network provider

Notification of the move

- 7.5.1. If a [CSP](#) proposes to move all or a segment of its [customer](#) base to an alternate wholesale network provider, the CSP must notify the customer in writing, a minimum of 20 [working days](#) before the move is initiated, notify all affected customers: [9.9.1]
- (a) that the customer's *telecommunications service* will be moved to the new wholesale network provider; [9.9.1(a)]
 - (b) of any details then known to the CSP regarding how the customer's *telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing because of the move; [9.9.1(b)]
 - (c) of any impact this move has on the customer's use of existing equipment; [9.9.1(c)]
 - (d) of any change in the contact details of the CSP; [9.9.1(d)]
 - (e) of the proposed date by which the move will be completed; [9.9.1(e)]
 - (f) that the CSP will use reasonable efforts to notify the customer of the completion of the move on the day it occurs; [9.9.1(f)]
 - (g) of the appropriate contact details for lodging an enquiry or a [complaint](#) about any aspect of the move; and [9.9.1(g)]
 - (h) of the termination rights for that customer that result from the move, including: [9.9.1(h) + new]
 - (i) any notice period;
 - (ii) advice that no fee will apply for breaking the service; and
 - (iii) (where relevant) that there may be an impact on other [telecommunications goods](#) and [services](#) held by the customer, with a description of the potential impact that a change to, or termination of, the *telecommunications service* may have on any other *telecommunications goods and services* held by the customer. [9.8.1(h)]

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing.

Commented [PW149]: Updated to mirror clause above.

Termination by a customer

- 7.5.2. Where a [customer](#) exercises their termination rights in line with cl. 7.5.1 (h), the CSP must terminate the relevant *telecommunications service*: [9.9.2 + new]
- (a) without any fees imposed for breaking the telecommunications service contract; and
 - (b) within 5 [working days](#) of receiving the customer's notice.

Other requirements

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

Cannot affect other telecommunications services

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

Commented [PW150]: Drafting amendment to make it clear that this applies when 'all or part of' its Customer Base is affected (not just 'all')

8. ACCOUNT SUPPORT

Key objectives and chapter summary

Objectives

1. Customers can easily verify charges and [bills](#) related to their telecommunications products and services.
2. Customers are assisted with [account support](#) and billing enquiries in an effective and timely manner, regardless of the method of contact.
3. Customers have reasonable flexibility and choice in relation to payment methods.
4. Consumers in vulnerable circumstances (including those in financial hardship) receive appropriate support to assist them to stay connected.

Summary

This chapter sets out rules about:

- [account support](#) - charges, [bills](#), payments and [receipts](#).
- payment options.
- notifications.
- records.

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

8.1. Information about charges, billing and payments

Information about account support

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

- (a) account charges and [discounts](#); [\[5.1.1\(a\)\]](#)
- (b) the [bill](#) (if applicable), including: [\[5.1.1\(a\)\]](#)
 - (i) the terms and conditions of their bill; [\[5.1.1\(a\)\]](#)
 - (ii) the time they have to pay their bill; [\[5.1.2\(a\)\]](#)
 - (iii) the [bill media](#); [\[5.1.1\(b\)\]](#)
 - (iv) any billing options; [\[5.1.1\(c\)\]](#)

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

- (v) [billing period](#); [\[5.1.1\(d\),\(e\)\]](#)
- (vi) billing frequency; [\[5.1.1\(d\),\(e\)\]](#)
- (vii) interim billing or changes in a [billing period](#); [\[5.1.2\(c\)\(i\)\]](#)
- (viii) overdue [bill](#) processes, including late payment fees; and [\[updated 5.1.2\(c\)\(ii\)\]](#)
- (ix) their obligation to pay the [bill](#) by the due date; and [\[5.1.2\(b\)\]](#)

- (c) [receipts](#) (if applicable); **[new]**
- (d) charge periods (if applicable); **[new]**
- (e) payment options, including:
 - (i) payment methods; **[5.1.1(e)]**
 - (ii) payment charges; **[new]**
 - (iii) payment frequency options; **[new]**
 - (iv) the effect of part payment; and **[5.1.2(d)]**
 - (v) late payment fees (if applicable); **[new]**
 - (vi) methods used by the CSP for allocating amounts received; and **[5.1.2(d)]**
- (f) how the customers can verify their account is correct and consistent with: **[5.5.2]**
 - (i) the contracted charges and [discounts](#); and **[updated 5.5.2(a)]**
 - (ii) the [customer's telecommunications goods and services](#); and **[5.5.2(b)]**
- (g) any notice period required by the CSP to provide the customer with [itemised](#) charge details. **[5.5.5]**
- (h) [spend management tools](#) and [usage notifications](#), including information about: **[6.4.3]**
 - (i) how to obtain assistance to use *spend management tools*; **[6.4.3(a)]**
 - (ii) the cost of any *spend management tools* offered by the CSP; **[6.4.3(b)]**
 - (iii) the approximate delay of any unbilled [usage information](#) provided, including *usage notifications*; and **[6.4.3(c)]**
 - (iv) any usage types not covered in the unbilled *usage information*, including *usage notifications*, usage outside Australia, premium services, and other third-party charges. **[6.4.3(d)]**

8.2. Spend management and usage notifications

Spend management tools

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

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

Note: this may include the ability to add restrictions on access to more expensive telecommunications services, such as international calling.
 - (ii) the ability of customers to stop all or a component of a *telecommunications service* within a specified timeframe; **[6.4.4(b)]**

Commented [PW151]: ACMA: Spend management tools are designed to help prevent bill shock and help customers manage their telco spend so that the customer does not accumulate unaffordable debt. We consider it unacceptable to charge a consumer to access spend management tools. In our view these should be free of charge. We also consider CSPs should be required to provide more than just one spend management tool.

Commented [PW152R151]: Drafting amended to clarify that spend management tools must be free, except for pre-paid services (which are a spend management tool, but are not free) - see new 8.2.2

Commented [PW153]: ACCAN: should provide real time information to consumers in real time in relation to actual or estimated usage

Commented [PW154R153]: Unfortunately, this is not technically feasible. We would anticipate that the majority of notices go out much sooner than 48 hours, but remember that this includes instances where a customer is roaming domestically.

- (iii) [shaping](#) broadband internet download speeds (e.g. when a usage threshold is reached); or [\[6.4.4\(g\)\]](#)
- (iv) [hard caps](#); [\[6.4.4\(f\)\]](#)
- (d) [pre-paid telecommunications services](#). [\[6.4.4\(e\)\]](#)

Note: pre-paid services with a balance triggered automatic top-up cannot be a spend management tool.

- (e) any other *spend management tool* the CSP may choose to offer. [\[6.4.4\(h\)\]](#)

- 8.2.2. The spend management tool(s) provided by a CSP under 8.2.1 must be provided to the [customer](#) free of charge, with the exception of 8.2.1(d): [prepaid services](#).
- 8.2.3. A CSP must provide at least one *spend management tool* that does not depend on the customer's access to [data](#). [\[6.4.2\]](#)

Usage notifications

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

International roaming notifications

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

Timing of usage notifications

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

Notification of additional charges

- 8.2.9. At the time of sending the [usage notification](#) prior to the 100% notification, a CSP must inform the residential [customer](#) (either as part of the notification or via an included link in the notification or separate from the notification): [\[6.5.3\]](#)
 - (a) of the charges applicable once 100% of the included value or [data](#) allowance has been used; [\[6.5.3\(a\)\]](#)
 - (b) that the information in the *usage notification* may be up to 48 hours old, or less as applicable; and [\[6.5.3\(b\)\]](#)

Commented [PW155]: ACCAN: request further clarification from the DC on the intended operation of this clause.

Should a provider only send one notification despite the customer having reached 100 percent of their expenditure, would they still be compliant with the code by sending a notification that 50 percent of the expenditure has been reached as only one notification has been sent?

Commented [PW156R155]: Updated drafting to 'thresholds' to make it clear it's at each point.

Commented [PW157]: ACMA: We also consider that additional charges for usage should be notified to the consumer prior to 100% usage as currently occurs and not after the fact. This is an important consumer safeguard and is different to what the current Code permits.

Commented [PW158R157]: Unintended drafting error. Reverted to match 2019 Code. (prior to 100%)

- (c) that the *usage notification* does not include calls or SMS to overseas or usage outside Australia. [6.5.3(c)]

8.2.10. For [offers](#) available before 1 January 2020, a CSP may send the notification referred to in cl. 8.2.8 either at the time of the 100% notification, or at the time of the notification before the 100% notification. [6.5.4]

Variations to usage notifications

- 8.2.11. A CSP will not be in breach of its [usage notification](#) obligations under this Code if it permits a residential [customer](#) to: [6.5.5]
- (a) opt-out of receiving all or some of the *usage notifications*; [6.5.5(a)]
 - (b) receive *usage notifications* at different usage points; and/or [6.5.5(c)]
 - (c) receive *usage notifications* via a different method. [6.5.5(d)]
- 8.2.12. If a residential [customer](#) chooses one of the options under cl. 8.2.11, a CSP must make a record of that residential customer's choice as described section 2.4. [6.5.5(e)]
- 8.2.13. A CSP must not: [6.5.5(e)]
- (a) encourage or require a residential customer to opt out of receiving all or some *usage notifications*; and [6.5.5(f)]
 - (b) penalise a residential customer if they choose not to opt out of *usage notifications*. [6.5.5(f)]

Commented [PW159]: Section redrafted to make it clear that a CSP may do certain things without breaching the requirements above.

Commented [PW160]: Updated to remove repetition (and cross-ref with new record rules in chpt 2)

Allowable delays

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

Commented [PW161]: ACMA: The obligations under "Allowable delays" have been diminished as the draft Code proposes to allow a delay for "any connection to a force majeure event" and not just the force majeure event itself as in the current Code. The justification for this expansion is not evident.

Commented [PW162R161]: Unintended drafting transposition issue. Updated to return to wording in current code.

8.3. Supplying a record of charges

Supplying a bill or receipt

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

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

- 8.3.2. A CSP will not breach cl. 8.3.1 where a [bill](#) or receipt is not supplied due to:
- (a) temporary system or processing problems or issues; [5.4.1(a)]

- (b) a force majeure event; or [5.4.1(b)]
- (c) for customer service purposes; [5.4.1(c)]

Note: customer service purposes include, for example, suppressing a bill when managing a deceased estate, or to protect the safety of an end-user affected by DFV, or when a complex complaint is ongoing, and a decision has been made to stop billing until it is resolved.

8.4. Supplying a bill

Format of bill media

- 8.4.1. A CSP must issue bills in a durable medium. [5.2.3]
- 8.4.2. A CSP must only issue a bill using bill media that the CSP has advised the customer about. [5.2]
- 8.4.3. If a CSP seeks to change bill media, it must:
 - (a) provide the customer with notice of one billing period of the change(s); [new]
 - (b) advise customers of: [5.2.4]
 - (i) the proposed change(s) to the bill media; and [5.2.4(a)]
 - (ii) any options open to the customer concerning the change(s). [5.2.4(b)]

Charges for bills

- 8.4.4. A CSP must inform a customer of any charge for a bill, including: [5.2.4]
 - (a) the amount of the charge; and [5.2.4]
 - (b) the method of calculating the charge. [5.2.4]
- 8.4.5. If a CSP issues paper bills, the CSP must waive any charge for the paper bill for consumers in vulnerable circumstances, where their circumstances necessitate them being issued with a paper bill. [new]

Note: an example of vulnerability may include customers with poor digital literacy skills or customers with accessibility requirements.

Bill content

- 8.4.6. The content of the bill must be in plain language. [new]
- 8.4.7. Each bill must include: [5.3], [5.3.1]
 - (a) the customer's billing name; [5.3.1(a)]
 - (b) the customer's billing address; [5.3.1(a)]
 - (c) the CSP's trading name; [5.3.1(b)]
 - (d) the CSP's ACN and/or ABN; [5.3.1(b)]
 - (e) the bill issue date; [5.3.1(c)]
 - (f) a sequential identification number (e.g. invoice number); [5.3.1(c)]
 - (g) the billing period; [5.3.1(d)]
 - (h) an account reference number (e.g. billing account number); [5.3.1(e)]
 - (i) a customer billing reference (if applicable); [5.3.1(f)]

Commented [PW163]: ACCAN:

- 1) Should provide late in the case of a and b
- 2) What is customer service purposes?

Commented [PW164R163]: Re 1 - billing would resume once the event is resolved to bring customer up to date without overloading them with irrelevant out of date bills.

Note added to explain e.g.s of customer service purposes.

Commented [PW165]: DITRDCA, TIO: concern that not all customers receive bills. And that bills aren't fully itemised.

Commented [PW166R165]: Not all customers will receive bills. But all customers can get information about charges.

Where itemisation is relevant to the service, a customer can get that information.

But if it is irrelevant to the service, it won't be needed.

Additionally, there's a new requirement to remind customers before a DD is due - which allows them to check charges (8.11.2) .

Commented [PW167]: Minor update for clarity

Commented [PW168]: ACCC: should be positive obligation on CSP to notify a customer on the bill:
i) when their contract is nearing the end date
ii) of the benefit expiry date
note that Ofcom requires the contract end notifications.

Commented [PW169R168]: This is included on the order summary and there's a link. See also 8.6.4

Note: this is a unique reference to be used if paying online, which remains consistent on each bill. A CSP may change the customer reference from time to time when its circumstances require it (such as a change to its billing systems).

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

Note: see cl. 4.1.5 for further information.

- (t) contact details for the National Relay Service.

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

Commented [PW170]: Drafting error corrected. Had missed out NRS requirement.

Bills for new products, features or services

- 8.4.8. A CSP must not release a new telecommunications good or service, except as part of a free trial, without having appropriate billing arrangements in place for that good or service. [5.3.2]
- 8.4.9. Clause 8.4.8 does not apply where, before a CSP provides or the [customer](#) accesses the new telecommunications good or service, the CSP: [5.3.2]
- (a) has agreed with the specific recipient customer(s) to provide them with customised or limited billing arrangements; and [5.3.2(a)]
 - (b) has informed the customer(s) of the details of the customised or limited billing arrangements. [5.3.2(b)]

Commented [PW171]: Minor drafting update as recommended by ACCAN

8.5. Supplying a receipt

Format of receipt

- 8.5.1. Where a [receipt](#) is provided under 8.3.1, a [CSP](#) must issue the receipt in: [new]
- (a) a [durable medium](#): [new]
 - (b) a digitally accessible format (where applicable); and [new]
 - (c) in [plain language](#). [new]

8.6. Verifying charges

Charge verification

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

Notification of charges for one-off costs

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

Discounts and credits

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

Cost of an account support enquiry

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

Note: for example, a customer may agree to calls at a premium rate where they have opted to purchase concierge-type support.

Charge accuracy

- 8.6.6. A CSP must be able to verify and demonstrate [charge accuracy](#), except for inaccuracies caused by: [5.5.1]
- (a) the CSP's reliance on information provided by a person who is not its staff or agent; [updated 5.5.1(a)]
 - (b) an action or failure of another person who is not the CSP's staff or agent; or [updated 5.5.1(b)]
 - (c) an accident, mistake or any matter beyond the CSP's control, where the CSP took reasonable care and precautions to avoid the inaccuracy. [5.5.1(c)]

8.7. Timing

- 8.7.1. Where a [CSP](#) is required to issue a [bill](#) to a [customer](#), it must:
- (a) do so within 10 [working days](#) of the closure of the [billing period](#); and [5.4.1]
 - (b) provide customers with 10 [working days](#) to pay prior to attempting [direct debit](#). [new], [5.7.1(c)]
- Note: A CSP is not required to 'stack' the 10 working day periods, simply the bill must be issued within the set timeframe and the customer must be provided the set time to pay.*
- 8.7.2. Where a CSP is required to issue a [receipt](#) to a customer, it must do so within 48 hours of processing the payment. [new]

Allowable delays for timing

- 8.7.3. A CSP will not breach cls 8.7.1 and 8.7.2 due to delays because of:
- (a) temporary system or processing problems or issues; [5.4.1(a)]
 - (b) a *force majeure* event; or [5.4.1(b)]
 - (c) customer service purposes. [5.4.1(c)]
- 8.7.4. If a delay in issuing a [bill](#) extends beyond 10 [working days](#), a CSP must allow the [customer](#) additional time to make their payment, equal to or greater than the duration of the delay. [5.4.1]

Timeliness for billed charges

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

Allowable delays for billed charges

- 8.7.6. A CSP will not breach the *billed charges* requirements of cl. 8.7.5: [5.4.3]
- (a) where prior notice has been given to affected customers of: [5.4.3(a)]
 - (i) changes to the regulatory or legislative framework applicable to all CSPs; or [5.4.3(a)]
 - (ii) one-off network infrastructure changes; or [5.4.3(a)]
 - (b) due to delays because of a *force majeure* event. [5.4.3(b)]

8.8. Account record keeping

Availability of account records

- 8.8.1. A CSP must provide access to an *account record* related to a *customer's* telecommunications service (including for a *pre-paid service*): [5.2.5]
- (a) in a format that can be read and understood; and [5.2.5(b)]
 - (b) where requested, the record must include *itemised* details of all charges associated with the telecommunications service. [5.2.5(e)]
- 8.8.2. Clause 8.8.1 applies whether or not an *account record* was previously made available on a *bill*, a *receipt*, or in another medium. [5.2.5]
- 8.8.3. A CSP will not be in breach of *account record* keeping requirements where a record is not available because of: *new*
- *temporary system or processing problems or issues;*
 - *a force majeure event; or*
 - *account record information suppressed in accordance with another regulatory obligation or industry guidance. For example, it is not required that customers be able to access call records for certain DFV services or emergency service numbers.*
- 8.8.4. *Account records* must be retained for a minimum of 2 years after the *account record* is created. [updated 5.2.5(a)]

Commented [PW172]: Note converted to an operative clause per ACMA feedback

Cost of providing account records

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

Commented [PW173]: Minor change to address ACCAN query about repeated clause.

8.9. Third party charges

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

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

8.10. Payments

Customer choice and control of payments

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

Payments and financial hardship

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

Verifying payment

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

Timeliness of payment processing

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

Allowable delays for payment processing

- 8.10.6. A CSP will not breach the payment processing requirements of cl. 8.10.5 due to delays because of: [\[5.6.4\]](#)

Commented [PW174]: TIO: 8.10.2 could be strengthened by mandating particular manual payment methods, e.g. Centrepay. To support good accessibility of payment methods for all, CSPs could be required to offer a range of methods incl. BPay and payment at a PO.

Commented [PW175R174]: We investigated this in detail. Prescription of payment method to that level is not reasonable across all businesses. Telcos will compete on customer choice on this, as with other aspects of service offerings.

Commented [PW176]: The DC acknowledges calls by some stakeholder to require more than one of a-c. This may be offered by some providers as a point of differentiation, but:

- 1) The required systems changes for the new requirements as currently drafted are already substantial.
- 2) It is not clear that the cost-benefit of adding multiple options is substantiated.
- 3) Costs will ultimately be passed on to consumers
- 4) Feedback from CSPs has been that if the costs are too great, CSPs may decide not to offer direct debit at all, which we suggest is not a desirable consumer outcome. (As stakeholders have acknowledged, the convenience of DD is appreciated by the majority of consumers.)

- (a) system or processing problems; [5.6.4(a)]
- (b) the CSP not receiving accurate, complete and timely information about payment for the telecommunications good or service; or [updated 5.6.4(b), updated from 'service']
- (c) a force majeure event. [5.6.4(c)]

8.11. Direct debit

Direct debits

- 8.11.1. A CSP offering direct debit as a payment facility for a telecommunications service must:
 - (a) ensure that it has, and complies with, the customer's authorisation; [current 5.7.1]
 - (b) ensure that the customer can readily verify that the direct debit arrangements in place are in accordance with their authorisation; [5.7.1(b)]
 - (c) ensure that a customer can readily cancel or update a direct debit authorisation; and [5.7.1(e)]
 - (d) cancel the customer's direct debit within 3 working days of receipt of the customer's cancellation request. [5.7.1(f)]
- 8.11.2. A CSP must provide a payment notice to a customer paying by direct debit at least 3 working days in advance of the debit. This must include: [new], [partial updated 5.7.1(a)]
 - (a) the payment date; and
 - (b) information about the debit amount.

Note: This clause does not apply where a customer has actively opted out of notifications. See cl. 8.2.11.

A CSP will not be in breach of 8.11.2 if the CSP does not have a mobile number, email address or other digital contact method for the customer on record.

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

Failed direct debit payments

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

Remedies for direct debit errors

- 8.11.4. Where it is identified that the amount of a direct debit is incorrect, a CSP must: [new]
 - (a) inform the customer of their right to a refund if an excess amount has been debited; and [new]

Commented [PW177]: Provisions are diminished from current Code in terms of authorisations. For example, there is no longer a requirement to comply with the customer's authorisation, merely to ensure a CSP has the customer's authorisation.

Commented [PW178R177]: Drafting updated

Commented [PW179]: The DC acknowledges ACCC feedback that DD notices must include an estimated amount. However, it suggests that this may cause more customer confusion than a link to up-to-date information available via an app.

Further, it would require systems changes to implement and it is not clear that cost-benefit analysis justifies such an impost.

Commented [PW180]: Exemption note added to account for the fact that this clause cannot be met in these circumstances.

Commented [PW181]: TIO want a set timeframe within which telcos must give consumers notice of a failed DD payment under 8.11.3a. Want requirement for notice of failed DD payments within 24hrs of attempt failing.

Commented [PW182R181]: Noted. This is not just in the CSP's control - it has to be made aware of the failure too, by the financial institution. Additionally, the protection is provided by (b).

Commented [PW183]: ACCC: Accept that 3 wkg days notice is sufficient reminder for an upcoming DD, and timing of notification of failed DD also ok. on the proviso that this is sufficient time for any consumer changes to their DD arrangements to be processed before the DD is made.

TIO: want 5 days.

Commented [PW184R183]: The delay between notification and direct debit re-attempt is to allow sufficient time for a CSP to process a customer request to change their direct debit arrangements with the CSP. The number of days allowed should align with the CSP's processes; that is, if it takes 4 days for the request to be processed by the CSP, that CSP must allow at least 4 working days after notification before any re-attempt.

Commented [PW185]: ACMA: Customers should not be penalised where the incorrect amount has been debited over a long period of time. The drafting appears to preclude the possibility of compensating a customer, in addition to a refund of overpaid amounts, even where the error was ... [6]

Commented [PW186R185]: We agree. Drafting updated to address this.

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

Note:

- (1) *an example of a remedy agreed with the customer is an agreement to add a credit balance on the customer account, to be used as payment on their next [bill](#) or charge.*
- (2) *this clause does not limit options. For example, if it is identified that a customer has been debited too much over a long period of time, it may be appropriate for a CSP to provide compensation.*

8.11.5. A [CSP](#) must not: [new]

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

Other appropriate action as agreed with the customer.

The customer has a right to a refund.

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

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

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

9. CREDIT MANAGEMENT, DEBT MANAGEMENT, AND DISCONNECTION

Key objectives and chapter summary

Objectives

1. Customers are given fair warning of any action to restrict, suspect or disconnect their services and have reasonable opportunity to avoid these actions.
2. Customers are given fair warning of any proposed credit or debt management activity and have reasonable opportunity to avoid these actions being taken.
3. Consumers in vulnerable circumstances (including those in financial hardship) receive appropriate support to assist them to stay connected.

Summary

This chapter sets out the [rules](#) about:

- restriction, suspension and disconnection, including protection from disconnection in certain circumstances.
- credit and debt management activity, and any referrals to debt collection agencies.
- remedies and processes required in defined circumstances.

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

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

9.1. Disconnection

Reconnection of disconnected services

9.1.1. Where a [customer](#)'s telecommunication service has been restricted, suspended or disconnected:

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

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

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

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

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

Commented [PW187]: ACMA: Protections have been diluted in comparison to the current Code. For example, protections only apply to the reconnection of disconnected services but should also apply to any credit management action made in error or without the required notice including suspension or restriction. Such an obligation is critical, especially for customers experiencing vulnerable circumstances.

There are no obligations on a CSP to inform a customer or keep them updated about matters a CSP lists with a credit reporting body.

Commented [PW188R187]: Updated to address the first point

Re second point, this is the end of a long process when it gets that far, with lots of notifications. Rules here go over and above the ACCC guidance requirements which allow the credit body to contact the customer (we've said the CSP must advise them).

Commented [PW189]: TIO: The definition of credit management should be amended to require that the restriction, suspension or disconnection of a service because of a failed DD is ALWAYS for DD reasons [even where it's a subscription service, which won't technically qualify for credit management] to ensure that consumers who miss one DD payment are sufficiently protected from disconnection (i.e. that they will enjoy the minimum times for notifications required for restriction, suspension and disconnection' provided for credit management reasons).

we receive complaints from consumers on upfront plans who tell us their telco disconnected without notice after they missed a single DD payment. These kinds of disconnections can cause significant detriment especially if the service is linked to a device contract, which must then be paid out after the service is disconnected. ...these services should be considered postpaid because the telco has given the consumer credit for an associated device

Commented [PW190R189]: Credit management has specific meaning and it does not make sense to amend it as suggested.

However, note that the new requirement under 8.11.3 provides consumer notice of failed direct debit. (regardless of product type), which addresses the TIO concern.

Protecting consumers affected by a natural disaster from disconnection

- 9.1.3. Once a [CSP](#) becomes aware a [consumer](#) is affected by a natural disaster, it must make [best](#) efforts to protect the affected [telecommunications service\(s\)](#) from [disconnection](#) due to credit or debt management activity by the CSP. [\[new\]](#)

Protecting consumers affected by DFV from disconnection

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

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

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

Protecting a DFV-affected person's service from disconnection

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

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

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

Commented [PW191]: Updated for clarity

Commented [PW192]: TIO: support intent of the clauses, but have concerns about the drafting. It is not clear what this will require in practice. And suggest that CSPs will interpret and apply these obligations inconsistently. Suggest rewording to include clear actions CSPs must take or (if that is the intent) clear prohibitions on CSPs disconnecting services in certain well-defined circumstances (for example, where a consumer's place of residence is affected by a declared natural disaster). Without clear language indicating the minimum standard of behaviour required, there's a risk these clauses won't achieved the desired outcome of keeping services connected.

Commented [PW193R192]: In context of natural disaster, it's very complicated. We could look to define in the way TIO suggests, but to spell it out in each circumstance would be a code in itself and we believe this clause as drafted offers better protection than a prescriptive approach could.

We have added 'due to credit or debt management activity' to make clearer the context.

9.2. Fair credit management

Credit management process

- 9.2.1. A [CSP](#) must ensure its credit management process treats customers with fairness, by: [\[new\]](#)
- (a) providing notification of potential credit management action ([restriction](#), [suspension](#) or [disconnection](#)) when a [customer](#) has not paid all or part of a [bill](#), in line with the credit management notification requirements described in cl. 9.3; [\[new\]](#)
 - (b) allowing for the reactivation of [telecommunication services](#) restricted, suspended or disconnected in error, subject to cl. 9.1.1; [\[new\]](#)
 - (c) not imposing credit management charges unless: [\[6.8.4\]](#)
 - (i) the charges are a reimbursement of the CSP's costs; [\[6.8.4\]](#)
 - (ii) the [customer](#) is advised of the amount or method of calculation of the charge; and [\[6.8.4\]](#)
 - (iii) its processes include a resolution process if a debt is sold in error; [\[6.9.3\(b\)\]](#)

- (d) not imposing a reconnection charge following a *restriction, suspension or disconnection* done in error or without the notice required in section 9.3; [updated 6.8.3]

- (e) ensuring that, where there is an active *complaint*:

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

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

Commented [PW194]: ACCAN would seek clarity from the DC on the application of this clause. Would this also include complaints lodged by the consumers however are not at the stage of being actively investigated by the CSP?

Commented [PW195R194]: Active is used the by the CHS. It just means 'not closed'.

Remedies

- 9.2.2. A *CSP* must address instances where a *customer* has not been treated with fairness, as described in cl. 9.2.1 by:

- (a) reactivating the *telecommunication services* restricted, suspended or disconnected in error;
 - (b) reactivating the *telecommunication services* restricted, suspended or disconnected without the required notice period under section 9.3.

- 9.2.3. A *CSP* will not be in breach of cl. 9.2.2 if the *customer* does not wish to be reconnected, or if it is not possible to reconnect the service. [new]

Note: for example, when it takes a long time for the error to be identified, and the customer's number is no longer available.

9.3. Credit management notices

Restriction notices

- 9.3.1. Prior to restricting a *telecommunications service* for *credit management* reasons, a *CSP* must: [6.7]

- (a) send the *customer* a written *restriction notice*; and [6.7], [6.7.2]
 - (b) provide at least 5 *working days* notice of the *restriction*. [6.7.1]

unless an exemption under cl. 9.3.8 applies. [6.7]

- 9.3.2. A *restriction notice* must contain: [6.7.3]

- (a) the earliest date the *restriction* could occur; [6.7.3(a)]
 - (b) the date of issue (if issued by letter or email); and [6.7.3(b)]
 - (c) information about the potential consequences of non-payment of debt, including (if applicable): [6.7.4]

Commented [PW196]: New 9.2.3 to make it clearer and to address ACMA questions.

Commented [PW197]: TIO:

a) status quo has been maintained - 5 working days. This doesn't reflect essential nature of service and should be 10 working days for ALL consumers (for each of these notices)
a) consumers complain they didn't get notice of disconnection... but it's subsequently discovered that they did, but to an email address they don't use (or didn't know they had - e.g. a telco-supplied one on signup).

Should be an explicit obligation for telcos to send suspension, restriction or disconnection notices using multiple different contact methods, including a contact method they know the consumer uses (such as a preferred contact method that they've nominated). Where a consumer's preferred contact method is not suitable for sending formal notices (e.g. landline or mobile number), CSPs should be required to make a call or send an SMS to advise they have sent a notice to the consumer by email or post and outline the nature of the notice

Commented [PW198R197]: Re (1) these are all stacked - so they get heaps of notice... numerous notices for restriction, then suspension, then disconnection.

Re (2) - has to be in writing; very prescriptive requirements, long, so not all methods are possible.

Must also be the customers preferred method WHERE PRACTICAL in this code.

CSPs are keen to get paid and resolve issues, so it is in their interest to contact customers.

- (i) the impact of the *restriction* on their telecommunications service; [new]
- (ii) any ongoing or additional charges that will still apply whilst the telecommunications service is restricted; and [6.7.4(a)]
- (iii) any impacts the *restriction* may have on other services the *customer* has with the CSP. [6.7.4(c)]

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

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

Suspension notices

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

- (a) send a *customer* a written *suspension notice*; and [6.7], [6.7.2]
- (b) provide at least 5 *working days*' notice of the *suspension*, [6.7.1]

unless an exemption under cl. 9.3.8 applies. [6.7]

9.3.4. A suspension notice must contain: [6.7.3]

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

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

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

Disconnection notices

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

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

unless an exemption under cl. 9.3.8 applies. [6.7]

9.3.6. A *disconnection notice* must contain:

- (a) the earliest date the *disconnection* could occur; [6.7.3(a)]
- (b) the words "important notice – please read" or similar, *prominently displayed*; [new]
- (c) the date of issue (if issued by letter or email); and [6.7.3(b)]
- (d) the potential consequences of non-payment of debt, including (if applicable): [6.7.5]
 - (i) the impact of the *disconnection* on their *telecommunications service*; [new]
 - (ii) that the *customer's telecommunications good or service* (and/or, where applicable, telephone number) may no longer be available after *disconnection* has occurred; [6.7.5(a)]
 - (iii) about any impacts the *disconnection* may have on other *telecommunications goods and services* the *customer* has with the *CSP*; [6.7.5(b)]
 - (iv) that the *customer's debt* may be disclosed to a debt collection agency, a debt buy-out service, and/or a credit reporting body; [updated 6.7.5(c)]
 - (v) that the debt may be passed to a debt collection agency and/or a debt buy-out service; [6.7.5(e)]
 - (vi) that the *customer's debt* may be added to the *customer's credit file* with a credit reporting body; and [6.7.5(c)]
 - (vii) that legal action may be taken to recover the unpaid debt. [6.7.5 (f)]

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

The information under cl. 9.3.6 (d) may be included in a link or direction about where to access the information where the notification medium does not allow the details to be included in the notification (for example, a CSP should not use links in a letter). [6.7.5]

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

Financial hardship and credit management notice content

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

Exemptions to notice requirements

- 9.3.8. A [CSP](#) will not be in breach of their obligations under cls. 9.2.1(b), 9.3.1, 9.3.3, 9.3.5 where: [\[6.7.1\(a\)\]](#)
- (a) the CSP assesses that the customer or the account status presents an unacceptably high credit risk to the CSP; [\[6.7.1\(a\)\(i\)\]](#)
Note: High credit risk includes circumstances where there are sudden and excessively high charges added to the account during non-business hours, and immediate action needing to be taken to stop the usage causing the charges. The CSP may restrict the account to prevent an unusually high bill for the customer.
 - (b) the CSP reasonably suspects [fraud](#) or attempted fraud; or [\[6.7.1\(a\)\(ii\)\]](#)
 - (c) the telecommunications service has reached a [restriction point](#) nominated by the customer. [\[6.7.1\(a\)\(iii\)\]](#)

9.4. Review of credit management decision

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

9.5. Debt [collection](#)

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

Commented [PW199]: ACMA: The timeframe for notifying a customer that a debt has been sold is too long. We consider 5 working days to be more helpful to customers.

Commented [PW200R199]: 5 days is not practicable. The debt collectors need time to work this through their system. And for a full range of checks to be done by the CSP. It actually gives the consumer time to act on the information and not have their debt passed on.

By the time the debt is being sold, the consumer has had LOTS of notice..

Note also that this is a new requirement. The requirements in the ACCC guide (and 2019 TCP Code) allow for the debt collector to tell the consumer; we are putting this obligation on the CSP, with a consistent timeframe with the ACCC requirements.

Debt collection obligations

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

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

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

9.6. Disputed defaults

9.6.1. Where a [customer](#) can demonstrate that they have taken all reasonable steps to pay a known due debt, but the [bill](#) has not been paid due to the fault of a third party or the [CSP](#), the CSP must: [\[6.8.7\]](#)

- (a) if the customer has been default listed with a credit reporting body, notify the credit reporting body within 1 [working day](#): [\[6.8.7\(a\)\]](#), [\[6.8.6\]](#)
- (b) ensure no additional credit management charges apply; and [\[6.8.7\(b\)\]](#)
- (c) ensure no other credit related disadvantages arise for the customer regarding the debt. [\[updated 6.8.7\(c\)\]](#)

9.6.2. Where a CSP becomes aware that a customer has been default listed in error, the CSP must use reasonable endeavours to inform the credit reporting body within 1 [working day](#). [\[6.8.6\]](#)

~~Disputed defaults, consumers affected by DFV~~

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

- ~~(a) the default should be considered as listed in error; and [\[new\]](#)~~
- ~~(b) the CSP must use reasonable endeavours to inform the credit reporting body within 1 working day. [\[6.8.6\]](#)~~

~~Disputed defaults and DFV~~

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

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

10. CODE COMPLIANCE

Key objectives and chapter summary

Objectives

Consumers can have confidence that CSPs are demonstrating compliance with the Code.

Chapter summary

This chapter sets out the performance measurement framework for the Code. It covers:

- CSP registration requirements.
- Code compliance assessment processes and requirements:
 - self-assessment,
 - assessment by the independent compliance assessment body and auditor.
- Escalation and enforcement arrangements.

Commented [PW201]: The whole of this chapter has been updated to address ACMA feedback.

Effectiveness metrics have been removed as the ACMA's future Complaints RKR data disaggregated by CSP will be more informative for consumers than the proposed public reporting of 'effectiveness metrics' and the current "Complaints In Context" (CIC) reporting.

Also see record keeping requirements in chapter 2

New examples and breakout boxes included.

10.1. CSP registration

10.1.1. All [CSPs](#) that supply one or more active carriage services to consumers in Australia must:

- (a) register with Communications Alliance; and
- (b) register with the independent compliance monitoring body, [Communications Compliance](#),

within 4 weeks of beginning operations as a CSP, providing all required information and contact details. [10.1.1 & existing implied]

10.1.2. CSPs must keep registration details with both organisations up to date by notifying each of any changes within 4 weeks of those changes taking place. [10.1.1 + new as explicit]

10.2. Compliance self-assessment

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

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

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

10.3. Independent assessment of compliance by Communications Compliance – audit and assessment

10.3.1. [CSPs](#) must participate in the external audit and assessment process managed by [Communications Compliance](#), as outlined below.

10.3.2. CSPs must do all things reasonably necessary to assist *Communications Compliance* perform its functions. This includes complying with all directions and requests within specified timeframes. [10.7, 10.7.1a & c]

Compliance Assessment

[Communications Compliance](#) will undertake a [Compliance Assessment](#) of each registered CSP's *Compliance Assessment Report* that is lodged within the specified timeframe.

A valid *Compliance Assessment Report* must include the elements listed in this section. A key element of a *Compliance Assessment Report* is the information provided by CSPs in response to the *Compliance Assessment Questionnaire*. Importantly, a CSP's CEO or relevant senior executive must sign and self-attest to the veracity of the CSPs responses to the questionnaire and the content of the report.

The *Compliance Assessment Questionnaire* is developed by Communication Compliance after consultation with key stakeholders, including the ACMA and ACCAN. It is reviewed annually to ensure it addresses areas which are the focus of that year's compliance and education activities. These focus areas are determined after the consultation mentioned above and having regard to: TIO complaints data; the ACMA's annual compliance priorities; ACMA enforcement action; and findings from *Communications Compliance*'s own audit and assessment activities.

Communications Compliance assesses each valid *Compliance Assessment Report* and forms a view about the extent that the claims of Code compliance made by the CSP are [substantiated](#). This view may also have regard to information gained from other sources, including desktop audits of publicly available information and CSPs responses to follow-up questions.

Communications Compliance will inform the CSP of its view, including whether any remedial action is required. *Communications Compliance* will also provide public reporting on the outcomes of its annual *Compliance Assessment* process as set out in this Chapter.

Compliance Assessment Report: lodgement dates

10.3.3. [CSPs](#) must submit a [Compliance Assessment Report](#) to [Communications Compliance](#):

- (a) within 2 months of registering with *Communications Compliance*; and **[new]**
- (b) annually thereafter, by 1 September each year. **[10.8 updated]**

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

Compliance Assessment Report: contents

10.3.4. The [Compliance Assessment Report](#) must be completed in full, per Communication Compliance's instructions, to include:

- (a) a completed *Communications Compliance Assessment Questionnaire* for the current year (as directed by *Communications Compliance*);
- (b) any evidence or documentation requested as part of the questionnaire response or provided by the CSP to support its response;
- (c) a *Compliance Action Plan* (CAP) for any area that it has identified as partially compliant, or non-compliant; and [10.4 + 10.5]
- (d) a [Compliance Attestation](#) signed in line with cl. 10.4.6.

Note: Communications Compliance provides a CAP template for CSPs to use.

- 10.3.5. In completing the Compliance Assessment Questionnaire a CSP must self-assess as being compliant, partially compliant or non-compliant with each question.
- 10.3.6. The CSP's CEO or a senior executive must sign the Compliance Attestation to certify that the *Compliance Assessment Report* is, to the best of their knowledge, true and accurate, and to acknowledge, where relevant, any Compliance Action Plan(s).
[10.4.1, updated]
- 10.3.7. CSPs must cooperate with a request from Communication Compliance to provide any further information required for its assessment, as requested. [current, 10.9.1/10.6.7]

Compliance Assessment Reports with self-attestations of partial compliance

A CSP's Compliance Assessment Report is a snapshot of whether the CSP has systems and processes in place to support compliance at a particular point in time – the lodgement window. Because achieving a 'steady state' compliance outcome may not always be possible in the limited timeframe of the lodgement window, allowance is made for CSPs to self-attest to partial compliance with a subset of Code [rules](#). This recognises that the systems and processes used by CSPs to supply services and provide customer support are dynamic and continually evolving and that the achievement of mature compliance outcomes may not always align with the attestation window.

A Compliance Assessment Report that includes any instances of self-assessed partial compliance must also include a Compliance Action Plan (CAP) which sets out the pathway and timeframe committed to by the CSP to achieve compliance for those elements. In such circumstances (and where [Communications Compliance](#) has determined a status of [substantiated](#) except for the areas covered by the CAP), [Communications Compliance](#) will make a finding of [partially substantiated](#). This approach allows the compliance assessment process to proceed to a conclusion, with [Communications Compliance](#) undertaking on-going monitoring of the fulfilment of an Approved CAP until its conclusion.

In an analogous manner, if [Communications Compliance](#) identifies any areas where a CSP's claims of compliance are [not substantiated](#), it may issue a Direction to Remedy to the CSP requiring it to submit a [Remedial Compliance Action Plan](#) (RCAP). [Communications Compliance](#) will consider the CSP's proposed RCAP and approve it or seek variation. Once a plan is approved by [Communications Compliance](#) it becomes an Approved RCAP which will then be subject to monitoring and reporting obligations until its completion.

[Communications Compliance](#) may refer any CSP which does not cooperate or fulfil the commitments made in these compliance plans to the ACMA for consideration of further investigative and enforcement action.

Ad-hoc compliance assessments - material changes

- 10.3.8. A CSP must notify [Communications Compliance](#) within one month of any change to its services or operations that might materially and adversely affect its compliance with the Code. This notification must: [10.4.2, updated]
- (a) describe the change; and
 - (b) detail the actions taken/underway to assure Code compliance and the timeframe in which compliance will be achieved.

- 10.3.9. Communication Compliance will consider the reasonableness of the proposed compliance timeframe, having regard to all the circumstances, including possible consumer detriment. If directed, CSPs must cooperate with Communications Compliance towards earlier Code compliance timeframes or submitting a [Remedial Compliance Action Plan](#). [new as explicit]

10.4. Independent assessment of compliance – outcomes, actions

- 10.4.1. [Communications Compliance](#) will assess whether each [CSP](#) has systems, policies and processes in place to support compliance with the Code by assessing its [Compliance Assessment Report](#), and, as appropriate, conducting a desktop audit of material published on the CSP's website, or other relevant material.
- 10.4.2. Communications Compliance will provide written advice to each CSP about the outcome of its [Compliance Assessment](#). [new as explicit + parts of 10.5.1(a)]
- 10.4.3. Communications Compliance will determine and advise one of the following outcomes: [new terminology]
- (a) *Substantiated* – where Communications Compliance has determined that the CSP has, at the time of assessment, fully demonstrated that it has systems, policies and procedures in place to substantiate the claims in its *Compliance Assessment Report* that it fully meets all Code requirements examined in the audit.
 - (b) *Not substantiated* - where Communications Compliance has determined that the CSP has not demonstrated, in one or more areas that it has systems, policies and procedures in place to substantiate the claims about compliance in its *Compliance Assessment Report* and therefore it does not meet all Code requirements examined in the audit.
 - (c) *Partially substantiated* – where Communications Compliance has determined as an outcome of its *Compliance Assessment* that a CSP has demonstrated that it has systems, policies and procedures in place to substantiate the claims in its *Compliance Assessment Report* that it fully meets all Code requirements examined in the audit – with the exception of the areas of non-compliance identified in the *Compliance Action Plan* submitted as part of the CSP's *Compliance Assessment Report*.

Not substantiated

- 10.4.4. A [CSP](#) advised by [Communications Compliance](#) that the outcome of its [Compliance Assessment](#) is that the CSP has *not substantiated* its [Compliance Assessment Report](#) must comply with a [Direction to Remedy](#) from Communications Compliance to either: [10.5.1 + new]
- (a) provide a [Remedial Compliance Action Plan](#) (RCAP) to Communications Compliance within 30 days of receiving the assessment advice; or
 - (b) remedy the areas which led to the assessment of *not substantiated* within 30 days of receiving the Direction, or as otherwise agreed with Communications Compliance.

Note: A Direction to submit an RCAP will generally be required where a multi-step approach, requiring more time, is needed to address the issue(s). A CommCom Direction for identified issues that can be remedied quickly will require the issues to be addressed and a report provided to confirm completion.

- 10.4.5. The RCAP must be prepared using the template provided by [Communications Compliance](#), to include: **[new as explicit]**
- (a) details of each area which has not been [substantiated](#); and
 - (b) details of how each is being addressed; and
 - (c) the timeframe in which full compliance will be achieved.
- 10.4.6. Communication Compliance will consider the reasonableness of the proposed RCAP, including the proposed compliance timelines in the circumstances and will: **[new as explicit]**
- (a) approve the RCAP, in which case it becomes an Approved RCAP; or
 - (b) request adjustments to the timeframes proposed.
- 10.4.7. If directed, a CSP must cooperate with *Communications Compliance* towards earlier compliance timeframes.
- 10.4.8. Any subsequent adjustment to an *approved RCAP* must be agreed with *Communications Compliance*.
- Note: once agreed, the adjusted RCAP is considered an Approved RCAP.*
- 10.4.9. A CSP with an Approved RCAP must:
- (a) provide monthly RCAP Progress Reports to *Communications Compliance*, or on a different timeframe as directed; and
 - (b) achieve compliance within the timeframes set out in the RCAP or as other agreed with *Communications Compliance*.

Partially substantiated

- 10.4.10. If [Communications Compliance](#) determines that the outcome of a [Compliance Assessment](#) is that a *CSP* has *partially substantiated* its [Compliance Assessment Report](#) because it includes a Compliance Action Plan, *Communications Compliance* will notify the CSP and either:
- (a) approve the Compliance Action Plan (CAP) in which case it becomes an [Approved Compliance Action Plan](#) (Approved CAP); or
 - (b) request the CSP to submit an up dated CAP with adjustments to the actions or timeframes proposed.
- 10.4.11. Communication Compliance will consider the reasonableness of the timelines and actions in the re-submitted CAP and either:
- (a) approve the CAP in which case it becomes an Approved CAP; or
 - (b) direct the CSP to adjust the timeframes proposed in the re-submitted CAP.
- 10.4.12. If directed, a CSP must cooperate with [Communications Compliance](#) towards achieving the adjusted compliance timeframes.
- 10.4.13. Once agreed by *Communications Compliance*, the re-submitted CAP is considered an Approved CAP.
- 10.4.14. Any subsequent adjustment to an Approved CAP must be agreed with *Communications Compliance*.
- Note: once agreed by Communications Compliance, the adjusted CAP is considered an Approved CAP.*

10.4.15. A [CSP](#) must:

- (a) provide monthly CAP Progress Reports to [Communications Compliance](#), or on a different timeframe as directed; and
- (b) achieve compliance within the timeframes set out in the Approved CAP or as otherwise agreed with [Communications Compliance](#).

Compliance assessment process

A flow chart illustrating the [Communications Compliance](#) auditing, assessment and referral process is included at Appendix 1.

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

[10.5.1, broadened w new explicit escalation]

Failure to lodge

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

Failure to meet RCAP obligations

10.5.2. [Communications Compliance](#) will formally refer to the ACMA any CSP that does not:

- (a) meet requirements of an Approved CAP;
- (b) submit a CAP Progress Report within the required timeframe;
- (c) comply with a [Direction to Remedy](#) within the required timeframe (for example, fails to submit an RCAP within 30 days of a direction to do so);
- (d) submit an RCAP Progress Report within the required timeframe; or
- (e) meet requirements of an Approved RCAP.

Regulator assessment and enforcement

The ACMA will consider whether to investigate and commence enforcement action against a CSP referred to it by Communications Compliance under this Code in accordance with its Compliance and Enforcement Policy.

10.6. Records required to facilitate assessment

10.6.1. A [CSP](#) must keep records/data to facilitate assessment and reporting on compliance with the Code. [new + replacing 10.3]

10.6.2. A CSP must keep the records/data required in cl. 10.6.1 for 2 years (or longer, if required by other regulation, or by rules within this [Code](#)).

10.6.3. A CSP must be able to provide the relevant records to [Communications Compliance](#) or the ACMA on request.

Commented [PW202]: ACMA: There needs to be an obligation about CSP's keeping sufficient records to demonstrate compliance with all Code requirements for a set period of time.

Commented [PW203R202]: New records keeping requirements in chpt 2

Records – general guidance about details to be retained

Examples of records that may be requested in auditing include:

- evidence of training (including date, name/identifier of each participant, copies of training material)
- copies of policies/procedures or similar documentation
- descriptions of the operation of IT systems
- descriptions of the scope of business unit operations and practices, lines of accountability and escalation avenues and practices
- pre-sale material, sales scripts/digital flow information
- evidence of monitoring
- information about the CSP's annual compliance process
- contracts, Customer Information Statements and contract variation records
- other materials relevant to assessing a CSP's approach to complying with each individual Code rule.

10.7. Annual public reporting

Overall Code compliance indicators

10.7.1. [Communications Compliance](#) will publish on its website a list of: *[status quo]*

- (a) *CSPs* that have lodged a [Compliance Assessment Report](#) and for which a *Compliance Assessment* has been completed.
- (b) *CSPs* that have been the subject of formal enforcement action by the ACMA as a result of not having lodged a *Compliance Assessment* with *Communications Compliance*.

Annual report on Code compliance

10.7.2. [Communications Compliance](#) and Communications Alliance will jointly publish an Annual Report on Code Compliance, with all [compliance assessment](#) data to be provided independently by *Communications Compliance* except as clearly indicated. This will include:

- (a) a list of *CSPs* for which a *Compliance Assessment* has been completed;
- (b) a list of *CSPs* that have been the subject of formal enforcement action by the ACMA following a formal referral from *Communications Compliance*;
- (c) any recommendations for Code amendment (e.g. to address issues relating to unclear Code drafting or areas of the Code requiring updates).

10.7.3. The annual report on Code compliance will be published on Communications Alliance and Communication Compliance's website.

Note: The Annual Report is designed to provide public visibility of compliance actions under Chapter 10, including Communications Compliance directions, [Remedial Compliance Action Plans](#) and Compliance Action Plans.

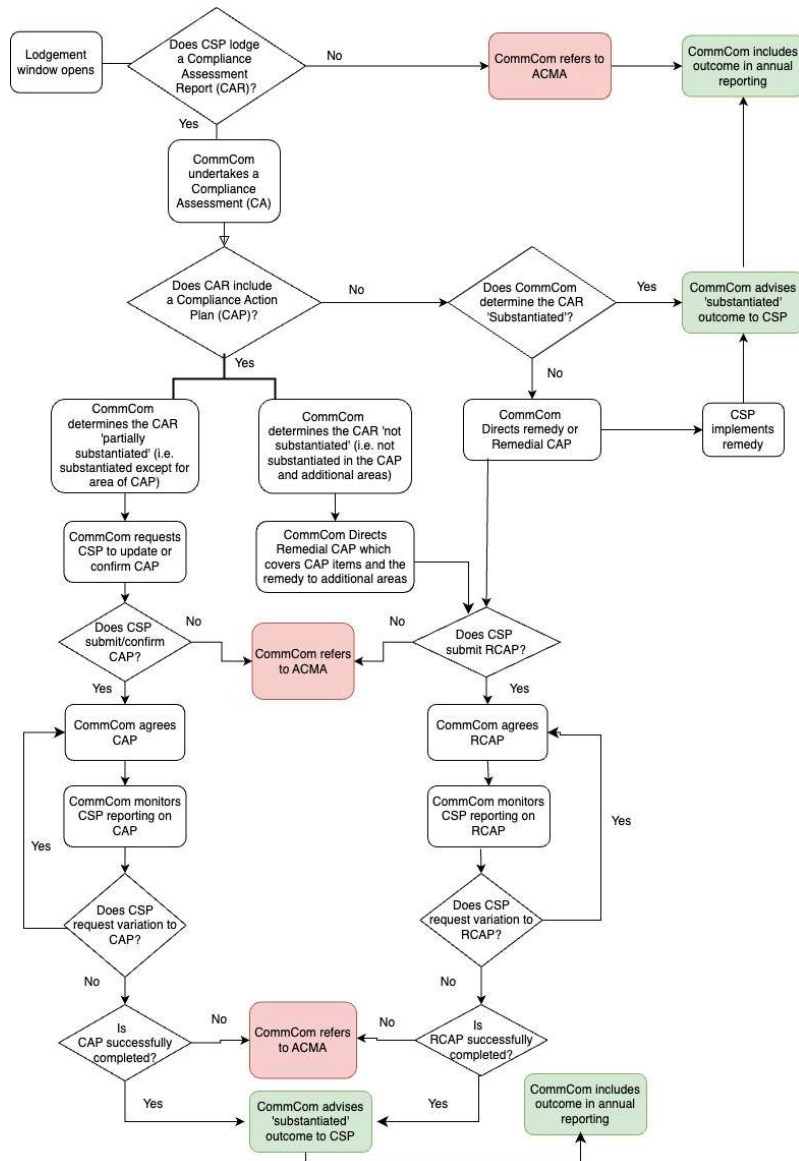
Participants

[placeholder pending final Code drafting]

DRAFT

Appendix 1:

Illustration of Communication Compliance's audit and assessment process



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

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

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

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



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Care should be taken to ensure the material used is from the current version of the Standard or Industry Code and that it is updated whenever the Standard or Code is amended or revised. The number and date of the Standard or Code should therefore be clearly identified. If in doubt please contact Communications Alliance

Definition updated after further discussions with the ACMA.

Note:

This revised definition makes it very clear who is and is not covered.

The new (b)(ii) (2) and (3) align with the TIO definition of small business ([Who we can help | The Telecommunications Industry Ombudsman](#)). This means that ALL consumers covered by the TCP Code are able to make use of the independent complaints resolution body, the TIO (not just a subset).

Additionally, note that the OAIC define small business as \$3m or less annual turnover. And the ABS define small business as fewer than 20 employees.

According to ABS data, businesses with 0-19 employees accounted for 97.2% of all businesses in Australia, measured by employment, in June 2024 [Number of small businesses in Australia | ASBFEO](#).

ACCAN: ACCAN would support the inclusion of a section in this definition which mirrors the protections that consumers receive under the financial hardship industry standard. We consider that the drafting should be amended to include:

"(m) other reasonable causes"

Additionally, ACCAN would support the amendment of the note to reflect that consumers may often be experiencing overlapping vulnerabilities and that providing evidence of these vulnerabilities to CSPs may have re-traumatising effects on customers.

This is an updated 4.2.2 (a)(iv) to ensure the customer is given the information to understand the implication of cancellation of a service on a bundled good.

Note that there is also a requirement (below) to cover scenarios where a customer has added an optional (non-mandatory) good to a service.

ACCC:

- 1) Welcome 5.3.3(f) - make info re cancellation methods publicly available. But want this info in the CIS.
- 2) need for easy cancellation rule; prohibition on obstructive processes for cancellation (acknowledging Cust ID Determination requirements)

Note: re length - telcos often incl info not required (e.g. where they combine multiple offerings into single CIS) - so suggest that a single CIS doesn't cover so many product offerings...and then there's room for cancellation info.

Page 43: [5] Commented [PW99R98]

Peppi Wilson

15/11/2024 10:12:00 AM

CIS is presale, so we don't think it's the right place for overloading the customer about every detail. (noting that the customer is already being advised about the **impact** of cancellation relevant to that sale.)

We agree it's important that a customer knows how to cancel, should they wish to, and we think that that information should be easy for them to find when they want to find it - which is the objective of the new clause 5.3.5(f).

As you acknowledge, the one-click cancellation is not possible due to other regulatory requirements. (except if you buy a pre-paid) These other regulatory requirements are designed to protect the customer from scam

Page 78: [6] Commented [PW185]

Peppi Wilson

22/10/2024 10:31:00 AM

ACMA: Customers should not be penalised where the incorrect amount has been debited over a long period of time. The drafting appears to preclude the possibility of compensating a customer, in addition to a refund of overpaid amounts, even where the error was not the customer's fault and was not picked up by the CSP over a long period.

INDUSTRY CODE

DRAFT FOR PUBLIC COMMENT - C628: 2025

TELECOMMUNICATIONS CONSUMER
PROTECTIONS CODE

C628:20XX Telecommunications Consumer Protections Code

First published as C628:2007

Second edition published as C628:2012

Third edition published as C628:2015

Fourth edition published as C628:2019

Fifth edition published as C628:20XX

Communications Alliance Ltd ACN 078 026 507 (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.

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Introduction

Overview: mandatory, enforceable consumer protection

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

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

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

Scope - addressing the power imbalance

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

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

Information for *consumers*.

This document is written for *CSPs*.

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

Background: the telecommunication consumer protection framework

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

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

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

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

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

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

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

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

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

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

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

Code structure and summary of chapters

This Code is structured as follows:

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

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

Code revision history

[placeholder pending final Code drafting]

Acknowledgements

[placeholder pending final Code drafting]

DRAFT

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1. TERMINOLOGY, DEFINITIONS AND ACRONYMS

Chapter summary

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

1.1. Terminology

Defined terms are:

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

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

1.2. Definitions

In this Code:

Access virtual circuit identifier (AVC ID) [new]

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

Act

means the *Telecommunications Act 1997* (Cth).

Account support [updated]

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

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

Account support enquiry [updated]

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

Account record [new]

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

Advocate [updated]

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

Approved Compliance Action Plan (Approved CAP) [new]

means a compliance Action Plan that has been approved by [Communications Compliance](#).

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

means a [Remedial Compliance Action Plan](#) that has been approved by [Communications Compliance](#).

Assisted sale

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

Australian Consumer Law (ACL)

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

Authorised estate representative [new]

means a party with a confirmed relationship to a deceased [customer](#)'s account, who has met the CSP's evidence of the customer's death requirements, and met the CSP's identification requirements.

Note: For example, this may include, but is not limited to, a listed [authorised representative](#), the next of kin, an executor, administrator, trustee of the estate, the lawyer managing the will, or an individual with power of attorney. Appropriate evidence of the customer's death may include, but is not limited to, a death certificate, a notification from the Australian Death Notification Service, letters of administration or documentation from the funeral home.

Authorised representative [updated]

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

Bill [updated]

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

Bill media

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

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

Billed charge [updated]

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

Billing address [updated]

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

Billing name

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

Billing period [updated]

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

Bundled [new]

means where the CSP requires a mandatory telecommunications good to be purchased by a [customer](#) to access the telecommunications service.

Note: for example, a modem necessary to enable access to the service is included as part of the plan.

Carriage service provider (CSP)

has the meaning given in the [Act](#).

Carrier

has the meaning given in the [Act](#).

Charge

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

Charge accuracy [updated]

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

Charge period [new]

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

Communications Compliance [updated]

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

Community languages

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

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

Complaint

has the meaning given in the Complaints Standard.

Complaints Standard

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

Compliance Assessment [new]

means the processes undertaken by Communications Compliance to determine whether a CSP's [Compliance Assessment Report](#) substantiates its attestation of compliance with the Code.

Compliance Attestation [updated]

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

Compliance Action Plan (CAP) [updated]

means a plan prepared by a CSP and included in its [Compliance Assessment Report](#) which outlines how, and in what timeframe, it will address any areas it has identified as temporarily non-compliant with individual Code rules.

Compliance Action Plan (CAP) Progress Reports [new]

means a report submitted by a CSP to Communications Compliance on progress made in fulfilling the requirements of its [Approved Compliance Action Plan](#).

Compliance Assessment Report [new]

means the report provided by a CSP to [Communications Compliance](#) to meet its lodgement obligations and to facilitate Communications Compliance undertaking a [Compliance Assessment](#). It comprises:

- (a) a completed Compliance Assessment Questionnaire;
- (b) any related evidence or documentation provided by the CSP in its response to the questionnaire;
- (c) the [Compliance Attestation](#); and
- (d) where relevant, any Compliance Action Plan.

Compliance Assessment Questionnaire [new]

means the questionnaire developed by [Communications Compliance](#) which includes questions about how the CSP complies with this code's [rules](#) and whether the CSP self-assesses compliance with individual Code requirements. A CSP must submit a completed questionnaire as a compulsory part of its [Compliance Assessment Report](#).

Concession [new]

means a [discount](#) made available by a CSP to approved Commonwealth concession card holders.

Consumer [updated]

means:

- (a) an individual who acquires or may acquire a telecommunications good or service for the primary purpose of personal or domestic use and not for resale; or
- (b) a business or non-profit organisation which:
 - (i) acquires or may acquire one or more telecommunications goods and services which are not for resale; and
 - (ii) at the time it enters the [customer contract](#),
 - (1) does not have a genuine and reasonable opportunity to negotiate the terms of the [customer contract](#); and
 - (2) has or will have an annual spend with the provider which is, or is estimated on reasonable grounds by the provider to be, no greater than \$40,000; and
 - (3) has annual turnover estimated to be less than \$3,000,000; and
 - (4) has no more than 20 full-time equivalent employees.

A reference to a [consumer](#) includes a reference to a [customer](#).

Consumer in vulnerable circumstances [new]

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

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

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

Corporate Reorganisation

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

Credit Assessment

means a process used by a [CSP](#) to determine:

- (a) the risk of providing credit to a [consumer](#); and

- (b) the consumer's ability to repay a debt.

Credit Management [updated]

means the process by which a [CSP](#) collects outstanding debts from customers.

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

Credit management action [new]

means the process by which a [CSP](#):

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

Credit Reporting Body

has the meaning given in the Privacy Act.

Critical Information Summary (CIS)

means a document that summarises offers for:

- (a) [telecommunications services](#); or
- (b) telecommunications services where a bundled [telecommunications good](#) or additional service is included as a mandatory component of that [offer](#).

Critical locations

means the key locations the [customer](#) indicates they intend to use the telecommunications service, for example the customer's home or work.

Customer [updated]

means a [consumer](#) who has entered into a [customer contract](#) with a [CSP](#). It includes both current and former customers.

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

Customer Contract [updated]

means an arrangement or agreement between a [CSP](#) and a [consumer](#) for the supply of a telecommunications good or service to that consumer. It includes an SFOA (or equivalent) and any associated T&Cs.

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

Customer ID Authentication Determination [new]

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

Data

means the component of a carriage service that provides access to online services such as: e-mail, web pages, media (e.g. audio and video), social networks and app downloads and updates.

Direct Debit [updated]

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

Direction to remedy [new]

means a direction provided to a [CSP](#) by [Communications Compliance](#) to address specified matters outlined in the direction. A direction may include matters such as an instruction to remedy a specified area of non-compliance with the Code, to provide information, to submit a Remedial CAP, or adjust the timeframes in a CAP.

Disconnection

means the termination by a [CSP](#) of a [customer](#) contract for a *telecommunications service*.

Disconnection notice [new]

means a notice informing a [customer](#) that their *telecommunications service* may be disconnected.

Discount

means a reduction in the charge.

Domestic and family violence (DFV) [new]

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

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

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

Domestic and family violence terminology

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

Commented [PW1]: Note: we probably need to keep a definition of DFV in this Code. But we will need to re-assess that once the Standard is drafted, and align it with that.

Durable medium [new]

means a format that can be easily stored, downloaded or reproduced for future reference by the [consumer](#).

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

Emergency Service Number

has the meaning given in the [Act](#).

End user [new]

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

Fee-free [new]

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

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

Financial Hardship [updated]

has the meaning given in the Financial Hardship Standard.

Financial Hardship Standard [new]

means the Telecommunications (Financial Hardship) Industry Standard 2024.

Fixed charge telecommunications service [new]

means a telecommunications service where the [charges](#) are a fixed amount in each charge period.

Force majeure

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

Fraud

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

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

Fully substantiated

means where [Communications Compliance](#) has determined that the [CSP](#) has, at the time of assessment, fully demonstrated that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit.

Gaining CSP

means the [CSP](#) to whom a telecommunications service is to be transferred.

Generally available network coverage [new]

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

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

Guarantee

means a guarantee of a [customer](#)'s obligations under a [customer contract](#).

Guarantor

means an individual or company who guarantees a [customer](#)'s obligations under a [customer contract](#).

Hard cap

means a maximum amount applied to a [customer's](#) use of [telecommunications services](#), which cannot be exceeded.

Included value plan

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

Itemised

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

Itemised billing

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

Listed carriage service

has the meaning given in the [Act](#).

Material change [updated]

means a significant change to a [CSP's](#):

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

Manual payment method [new]

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

Maximum charge information [new]

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

Minimum quantifiable price

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

Not substantiated [new]

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has not demonstrated, in one or more areas, that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets the Code requirements examined in the audit.

Offer [updated]

means a current, standard, in-market plan, made available to [consumers](#), for the provision of [telecommunications goods](#) and [telecommunications services](#).

Partially substantiated [new]

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has demonstrated that it has systems, policies and procedures in place to

substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit – with the exception of the areas of non-compliance identified by the [CSP](#) in the Compliance Action Plan submitted as part its *Compliance Assessment Report*.

Periodic price [new]

means the price for a telecommunications offer over a defined billing or charging period.

For example, a month-by-month plan would provide a periodic price of 1 month, a 28-day plan would provide a periodic price of 28 days. A 365-day prepaid recharge would display the annual recharge cost as its periodic price.

Personal information

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

Plain language [new]

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

The importance of plain language

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

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

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

Post-paid service

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

Pre-paid service

means a telecommunications service that must be paid for by the [consumer](#) before it is used.

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

Privacy Act

means the *Privacy Act* 1988 (Cth).

Prominently displayed [updated]

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

Reasonable assistance

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

Receipt [new]

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

Regulator

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

Remedial Compliance Action Plan (RCAP) [new]

means a plan prepared by a [CSP](#) to document how, and in what timeframe, areas assessed as [not substantiated](#) will be addressed.

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

means a report submitted by a [CSP](#) to [Communications Compliance](#) on progress made in fulfilling the requirements of its [Approved Remedial Compliance Action Plan](#).

Residential consumer

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

Resolve

when used in connection with a [complaint](#), means the bringing of that *complaint* to a conclusion in accordance with the requirements of the Complaints Standard.

Restriction [updated]

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

Restriction notice [new]

means a notice informing a [customer](#) that their telecommunication service could be restricted due to [credit management](#) under section 9.3.

Restriction point [updated]

means the threshold at which a restriction is to occur.

Rights of use (ROU) holder [updated]

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

Rules [updated]

means a [CSP](#)-specific obligation under this Code.

Sales staff [updated]

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

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

Security deposit

means a sum of money paid by a [customer](#) to a [CSP](#):

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

Shaping

means where a [CSP](#) deliberately controls the maximum [data](#) transfer rate on a telecommunications service when the [customer](#) has exceeded the specified data allowance.

Special promotion [updated]

means an offer of limited duration, limited quantity or offered to a limited sub-set of [consumers](#).

Note: for example, short-term offers for extra data over a defined term; \$x off for first 6 months; [discounts](#) off telecommunications goods or components of [telecommunications services](#) as a once-off promotion for members of a local gym or a special discount for the staff of a business [customer](#) of a [CSP](#).

Spend management tools

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

Standard form of agreement (SFOA)

has the meaning given in the [Act](#).

Standard national mobile call

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

Standard national mobile SMS

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

Standard telephone service

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

Substantiated

means where [Communications Compliance](#) has determined as an outcome of its [Compliance Assessment](#) that a [CSP](#) has demonstrated that it has systems, policies and procedures in place to substantiate the claims in its [Compliance Assessment Report](#) that it fully meets all Code requirements examined in the audit.

Suspension [updated]

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

Suspension notice [new]

means a notice informing a [customer](#) their telecommunication service could be [suspended](#) under section 9.3.

Targeted advertising

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

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

Telecommunications goods

means any goods supplied by a [CSP](#) for use in connection with the supply of a telecommunications service.

Telecommunications service

means:

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

Third party charges

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

Timed call

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

Telecommunications Industry Ombudsman (TIO)

means the Telecommunications Industry Ombudsman appointed under the Telecommunications Industry Ombudsman scheme referred to in the [Act](#).

Transfer

means the transfer of all or part of a [consumer's](#) telecommunications service from one [CSP](#) to the [gaining CSP](#).

Trauma-informed [new]

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

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

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

Usage information

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

Usage notifications [updated]

means electronic notifications of usage.

Unbilled charges

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

Untimed call

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

Variable charge telecommunications service

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

Verification

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

Working day [updated]

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

1.3. Acronyms - this list will be updated during January - it's not yet complete**ACCAN**

means the Australian Communications Consumer Action Network.

ACCC

means the Australian Competition and Consumer Commission.

ACMA

means the Australian Communications and Media Authority.

ASIC

means the Australian Securities and Investments Commission.

AVC ID

means *access virtual circuit identifier*.

CIS

means [critical information summary](#).

CSP

means [carriage service provider](#).

DFV

means *domestic and family violence*.

MMS

means *multimedia message service*.

POS

means *point of sale*.

ROU

means *rights of use*.

SMS

means *short message service*.

SFOA

means [standard form of agreement](#).

TIO

means the [Telecommunications Industry Ombudsman](#).

2. GENERAL

Chapter summary

This chapter covers the administrative elements of the Code.

2.1. Introduction and scope

Code status

- 2.1.1. Section 112 of the Telecommunications Act 1997(Cth) sets out the intention of the Commonwealth Parliament that bodies and associations representing sections of the telecommunications industry develop industry codes relating to the telecommunications activities of participants in those sections of the industry. [1.1.1]
- 2.1.2. The Code is registered with the Australian Communications and Media Authority (ACMA) for registration pursuant to section 117 of the [Act](#). [1.3]

Commencement

- 2.1.3. This Code will commence 3 months after the day it is registered by the ACMA, on [\[insert date that is 3 months after registration\]](#), subject to cl. 2.1.4 [\[updated 1.6\]](#)
- 2.1.4. The following clauses in this Code will commence 6 months after the day it is registered by the ACMA, on [\[insert the date that is 6 months after registration\]](#) (Delayed Commencement Date):
 - (a) Training, cls. 3.2.2(c), 3.2.4;
 - (b) Provision of an order summary, cl. 6.3.2;
 - (c) WCAG 2.2 accessibility, cl. 4.1.8;
 - (d) Two payment methods, cls. 8.10.1, 8.10.2; and
 - (e) [Direct debit](#) flexibility 8.10.3.

Transitional arrangements

- 2.1.5. [CSPs](#) must continue to comply with the TCP Code C628:2019 Incorporating Variation No. 1/2022 (2019 Code) until the Commencement Date, subject to cl. 2.1.6.

Note: It is proposed that the 2019 Code will remain in force until it is removed from the Register of industry codes by the ACMA on the Commencement Date.
- 2.1.6. For each clause subject to a Delayed Commencement Date, a [CSP](#) must either comply with the new requirements of this Code, or must continue to comply with the relevant clause(s) in the 2019 Code, as listed below, during the period between the Commencement Date and the Delayed Commencement Date as if that Code had not been removed from the Register of industry codes:
 - (a) Code compliance training, cl. 3.3.3;
 - (b) General responsible selling training for sales staff, cl. 4.5.1(c);
 - (c) Responsible selling training for sales staff on [consumer](#) understanding of [telecommunications goods](#) and [services](#), cl. 4.5.1(f);
 - (d) Responsible selling training for sales staff on identified needs, cl. 4.5.2(a); and
 - (e) Code Compliance training, cl. 10.2.1.

Note: A copy of the 2019 Code will remain available on CA's website during this period.

Scope

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

Compliance with the Code

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

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

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

2.2. Relevant documents

- 2.2.1. The Code should be read in conjunction with: [\[updated 1.2\]](#)
 - (a) legislation and regulation (mandatory), including the current versions of:
 - (i) the Telecommunications Act 1997 (Cth);
 - (ii) the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);
 - (iii) the Competition and Consumer Act 2010 (Cth) including the [Australian Consumer Law](#);
 - (iv) the Disability Discrimination Act 1992 (Cth);
 - (v) the Racial Discrimination Act 1975 (Cth);
 - (vi) any other relevant equal opportunity legislation;
 - (vii) the Privacy Act 1988 (Cth);
 - (viii) the Spam Act 2003 (Cth);
 - (ix) the Do Not Call Register Act 2006 (Cth);
 - (x) the Online Safety Act 2021 (Cth);
 - (xi) The Telecommunications (Consumer Complaints Handling) Industry Standard (2018)

- (xii) the Telecommunications (Financial Hardship) Industry Standard 2024;
 - (xiii) the Telecommunications service Provider (Customer Identity Authentication) Determination 2022;
 - (xiv) the Telecommunications service Provider (International Mobile Roaming) Determination 2019;
 - (xv) the Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2017; and
 - (xvi) the Telecommunications (Customer Communications for Outages) Industry Standard 2024.
- (b) industry codes (mandatory), including:
- (i) C525 Handling of Life Threatening and Unwelcome Communications Industry Code;
 - (ii) C556 Number Management – Use of Numbers by Customers Industry Code;
 - (iii) C661 Reducing Scam Calls and Scam SMS Industry Code; and
 - (iv) C647 NBN Access Transfer Industry Code.
- (c) industry guidance, including:
- (i) ACCC industry guide: "Consumer vulnerability: A business guide to the Australian Consumer Law", November 2021;
 - (ii) ACMA industry guide: Statement of Expectations for Vulnerable and Disadvantaged Consumers, May 2022;
 - (iii) ACCC industry guide: "Broadband speed claims: Industry guidance", October 2022;
 - (iv) G660 Assisting Consumers Affected by Domestic and Family Violence Industry Guideline;
 - (v) G652 NBN Migration Management Industry Guideline;
 - (vi) G612 Customer Requested Barring Industry Guideline.
 - (vii) IGN 010 Communications Alliance Industry Guidance Note: Customer Process – Handling of Life Threatening and Unwelcome Communications;
 - (viii) IGN 017 Communications Alliance Industry Guidance Note: Authorised Representatives and Advocates;
 - (ix) IGN 013 Communications Alliance Industry Guidance Note: Sales Practices and Credit and Debt Management.
 - (x) ASIC, ACCC industry guide: "Debt collection guideline: for collectors and creditors", April 2021;
 - (xi) ASIC, ACCC consumer guide: "Dealing with debt collectors: your rights & responsibilities", December 2020;
 - (xii) Web Content Accessibility Guidelines (WCAG), <https://www.w3.org/WAI/standards-guidelines/>; and
 - (xiii) AMTA industry guidance: "Understanding coverage maps", <https://amta.org.au/understanding-coverage-maps/>.

2.3. Code Review and revision

- 2.3.1. The Code will be reviewed, and where necessary revised, as follows: [1.7]
- (a) new Code review: A new Code review will be opened one month after the first Code Assessment window for a new Code has closed. It is a limited review, with the primary focus being to consider and address any Code drafting issues. It may also consider whether any minor updates to the Code are required (e.g. to update references).
 - (b) ad hoc Code review: An ad hoc Code review will be opened as required. It is a limited review, with the primary focus being to make minor updates to the Code. It may also consider any Code drafting issues that have become apparent since the new Code review.
 - (c) full Code review: A full Code review will be opened at least every 4 years after registration by the ACMA.

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

Communications Compliance input to the Code review and revision process

[Communications Compliance](#) will seek to understand and document the reasons for findings of partially- and not-substantiated outcomes in its Compliance Assessment process each year. It will then provide relevant information to Communications Alliance (in a de-identified manner, in line with *Communication Compliance's* privacy policy), to assist to inform Code reviews.

2.4. Record retention

- 2.4.1. Subject to clauses (2.4.2 and 2.4.3), and having regard to the requirements in clause 4.6 and the Australian Privacy Principles, a [CSP](#) must:
- (a) keep records to demonstrate compliance with code obligations for at least 2 years after the latest of the following dates:
 - (i) creating the record; or
 - (ii) completion of any special arrangement; or
 - (iii) end-date of the contract.
 - (b) keep the records required to be kept under clauses 6.3.4 for at least 2 years from the date of:
 - (i) the minimum term of the [customer contract](#) plus 2 years; or
 - (ii) if the *customer contract* is cancelled prior to the minimum term, 2 years following cancellation; and
 - (c) make those records available to the ACMA upon receiving a written request from the ACMA.
- 2.4.2. Where a CSP requires documents, or is required to keep a record of circumstances or notifications under cl. 4.3.3 before accepting a person as a [customer's authorised representative](#), the CSP must retain a record of circumstances or relevant notifications until:
- (a) it is deemed no longer required by the CSP; or

(b) the authorisation is changed by the customer.

2.4.3. Where a CSP requests evidence of vulnerability in relation to clause 6.1.15 or is assessing evidence of vulnerability for the purposes of clause 6.1.14, it must:

- (a) only retain a copy or record of the information received from the customer for the period that it is required to complete that assessment; and
- (b) after the completion of that assessment, dispose of, or destroy, all copies or records of the information in a secure manner.

Note: CSPs must keep the required documents or records for the relevant period set out in clauses 2.4.1, 2.4.2 and 2.5.3 or, if required by other regulation or law, for the period specified in that regulation or law. Where the time periods in these clauses, or the regulation or law are inconsistent, the time period in the regulation or law will prevail.

2.5. Power of the TIO to handle complaints under the Code

2.5.1. Under section 114 of the [Act](#) and subject to the consent of the TIO, the Code confers on the TIO the functions and powers of: [\[1.8\]](#)

- (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 a [listed carriage service](#) about matters arising under or in relation to this Code, including compliance with the Code by those industry participants to whom the Code applies.

3. ORGANISATIONAL CULTURE AND GOVERNANCE

Key objectives and chapter summary

Objectives

1. [Consumers](#) will benefit from their CSP's culture of compliance with this Code, including through its:
 - regular staff training on the Code's requirements; and
 - implementation and following of compliance monitoring processes and associated actions.
2. Consumers in vulnerable circumstances will receive appropriate support from staff trained and equipped to address their specific needs.

Chapter summary

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

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

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

3.1. Organisational Culture

Organisational culture

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

3.2. Policies, supporting materials, and training

Policies and supporting materials

- 3.2.1. A [CSP](#) must have and implement internal policies and supporting materials on the following: [\[3.3.1\]](#)
 - (a) support for [consumers](#), as detailed in Chapter 4, including: [\[3.4.1, 3.4.2\]](#)
 - (i) [consumers in vulnerable circumstances](#); [\[3.4.1, 3.4.2\]](#)
 - (ii) accessibility (including digital accessibility); and [\[new\]](#)
 - (iii) ~~DFV~~; and [\[new\]](#)
 - (b) responsible selling practices, as detailed in Chapters 5 and 6; and [\[3.3.1\]](#)

- (c) [customer](#) service and account management, as detailed in Chapters 7 and 8; and [\[3.3.2, new\]](#)
- (d) credit management, debt management, and [disconnection](#), as detailed in Chapter 9. [\[3.4.1\(b\)\]](#)

Staff training: company-wide

- 3.2.2. A [CSP](#) must provide company-wide staff training on the Code, including awareness of: [\[3.3.3\]](#)
 - (a) the scope of this Code; [\[3.3.3\]](#)
 - (b) support for [consumers in vulnerable circumstances](#); [\[3.4.1, 3.4.2\]](#)
 - (c) First Nations cultural understanding; [\[new\]](#)
 - ~~(d) DFV; [\[new\]](#)~~
 - (e) responsible selling practices; and [\[3.3.2, 3.4.2, 4.5.1\(c\), 4.5.1\(f\)\]](#)
 - (f) the requirement under this Code and the ACL to interact with [consumers](#) courteously and in a fair and accurate manner. [\[3.3.2,\]](#)
- 3.2.3. Company-wide staff training must occur: [\[new\]](#)
 - (a) at induction; and
 - (b) as an annual refresher.

Note: see also cl. 3.2.6: staff training updates.

Company-wide training

Company-wide training is intended to provide staff with responsibilities that can reasonably influence Australian-based customer outcomes with a broad understanding of TCP Code requirements, thereby reducing the chance that a non-compliant policy, process or practice may unintentionally be designed or implemented. For example, understanding how certain features may be complex for someone with low digital literacy skills may lead to IT staff designing a service differently; awareness of plain English may change Marketing's approaching to advertising.

In circumstances where training might be highly sensitive for some staff, or otherwise inappropriate, CSPs should ensure that appropriate arrangements are available to safeguard their wellbeing.

For clarity, it is not expected that roles with no association or influence over the outcomes for customers in Australia receive TCP Code training (office cleaners, building maintenance staff, administrative or other roles with no influence on customer outcomes, including staff based outside of Australia with no association with Australian customers)."

Staff training: customer-facing staff

- 3.2.4. Company-wide training must be supplemented by appropriately tailored training to suit the specific roles and responsibilities of relevant [customer](#)-facing staff and their managers on compliance with this Code. This includes training on:
 - (a) identifying and supporting [consumer](#) needs; [\[3.2.2, 3.2.3, 4.5.1\(f\)\]](#)
 - (b) account management; [\[new\]](#)
 - (c) responsible selling; [\[3.4.2, 4.5.1\(c\), 4.5.1\(f\), 4.5.2\(a\)\]](#)

Note: this includes all [sales staff](#).

(d) ~~DFV~~; and ~~[new]~~

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

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

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

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

3.2.5. Customer-facing staff training must occur: ~~[new]~~

(a) at induction to a role; and

(b) as an annual refresher.

Note: see also cl. 3.2.6: staff training updates.

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

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

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

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

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

Staff training: updates

3.2.6. If this Code is varied, a [CSP](#) must update its training material to reflect any material updates, and provide appropriate training to relevant staff on those updates within 6 months of those changes coming into effect.

3.2.7. A CSP must review the effectiveness of training associated with TCP Code compliance at least annually and train staff on relevant changes as required.

Monitoring code compliance and addressing issues

3.2.8. A [CSP](#) must monitor for compliance with this Code, including:

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XXXX 20xx

- (a) interactions with customers, to assess whether staff are proactively identifying consumers' needs and circumstances, ~~including for DFV~~; [updated 4.5.1(d)]
- (b) the conduct of staff, including to assess whether staff are selling responsibly and respectfully; [4.5.1(d)], [3.3.4]
Note: this includes not engaging in misleading contact, and not being rude to, or harassing customers.
- (c) complaints about the sales conduct of its sales staff to identify possible instances of inappropriate selling; and [4.5.1(e)]
- (d) complaints about inaccurate or misleading information that the customer has relied on when making a purchasing decision, including in advertising. [4.4.1(c)]

3.2.9. A CSP must address issues identified as part of its monitoring activity in cl. 3.2.8, including: [updated and broader 4.5.1(d)].

- (a) taking appropriate action against staff who engage in misleading conduct, are rude to or harass consumers or are otherwise identified as not selling responsibly [3.3.4 and new].
- (b) correcting inaccurate information in advertising or elsewhere, as soon as practicable. [4.4.1(b)]

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

Monitoring customer wait times and first contact resolution – and addressing issues

3.2.10. A CSP must:

- (a) monitor average wait times experienced by customers to communicate with a CSP about a customer service enquiry; and [4.7.1(b)]
- (b) seek to keep the average wait times to a reasonable minimum in the circumstances. [4.7.1(b)]

3.2.11. A CSP must:

- (a) monitor the level of first contact resolution of *customer* service enquiries; and
- (b) take reasonable steps to identify and address the root causes for why enquiries cannot be resolved at first contact. [4.7.1(c)]

3.2.12. A CSP must seek regular feedback from customers about its effectiveness when dealing with *customer* enquiries, and use feedback to: [4.7.2]

- (a) identify any systemic issues; and [4.7.2(a)]
- (b) inform and implement improvements to its *customer* service processes. [4.7.2(b)]

Customer wait times – monitoring and compliance

A CSP should be able to demonstrate that it has processes in place to support objectives in cls. 3.2.10-3.2.12. This should include, for example, how it measures first contact resolution and wait times for its customer base and service channels, how it obtains customer feedback, and details of its monitoring and review mechanisms and timeframes. See also record keeping, chapter 2.

3.3. Promoting the Code

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

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

DRAFT

4. SUPPORTING THE CONSUMER

Key objectives and chapter summary

Objectives

1. [Consumers](#) can easily access clear, comparable, accurate and inclusive, [plain language](#) information about a CSP's products and services.
2. All consumers, including those in vulnerable circumstances, are supported to get and stay connected, including through the use of, or appointment of, an [authorised representative](#) or [advocate](#).

This chapter covers rules about:

- providing information to consumers in a clear, inclusive and accurate manner.
- supporting consumers in vulnerable circumstances.
- supporting the appointment of authorised representatives and advocates.

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

4.1. Communicating with consumers

Clear and effective communication

- 4.1.1. A CSP must communicate with [consumers](#):
- (a) in [plain language](#); [3.1.1]
 - (b) in a clear and accurate manner; [3.2.1][4.3.1]
 - (c) in a way that is inclusive and appropriate to the consumers' needs and circumstances, including for [consumers in vulnerable circumstances](#); and [3.2.3]
Note: inclusive and appropriate includes reducing the complexity of a CSP's communication processes, to improve the user experience for a broad range of consumers in a variety of situations.
 - (d) in a digitally accessible format (where applicable). [new]
Note: see cl. 4.1.8.
- 4.1.2. A CSP must make sure that information provided or made available to [consumers](#) is clear, accurate, free of material omissions, relevant, current, readily available, and, in cases where information is provided, timely.
- 4.1.3. A CSP must ensure staff who deal directly with consumers are trained and resourced to:
- (a) assist and support consumer enquires, including those identified as [consumers in vulnerable circumstances](#); [4.5.2(a)], [3.4.2]
 - (b) assist consumers understand their [telecommunications goods](#) and [services](#); and [4.5.2(a)]
 - (c) interact with consumers courteously and fairly. [3.3.2]

Further resources to support effective communication

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

Language

- 4.1.4. A CSP must ensure that its [customer](#)-facing staff are able to communicate effectively with consumers in the CSP's primary language of operation. [3.2.2]
- 4.1.5. A CSP must make the following information available to the public at no cost, including on its website, with its contact information: [new]
- (a) the contact details of an interpreter service in at least 5 [community languages](#); [new]
- (b) contact details for the National Relay Service; and [new]
- Note: The requirements in (a) and (b) are in addition to the requirements to publish contact details of interpreter services and the NRS on the [CIS](#) (see cl. 5.1.8) and on the [bill](#) (see cl. 8.4.7).*
- (c) information about translation tools or services that a consumer may use to translate key information.

Displaying information about community languages

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

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

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

Translating and Interpreting Service (TIS National): 131 450

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

4.1.6. Where a CSP has [targeted advertising](#) in a language other than English, the CSP must provide the principal message and main terms and conditions of the *relevant offer* in that language, at no cost to the [consumer](#): [\[expanded 3.1.2\]](#)

4.1.7. Where a CSP has *targeted advertising* in a language other than English, the CSP must also provide [reasonable assistance](#) in that language.

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

Digital accessibility

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

Digital accessibility obligations

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

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

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

4.2. Consideration of consumer circumstances and needs

Supporting consumers in vulnerable circumstances

- 4.2.1. A [CSP](#) must support the telecommunications needs of [consumers in vulnerable circumstances](#), including by: [\[new\]](#)
- (a) assisting [consumers](#) to self-identify as experiencing vulnerability; [\[new\]](#)
 - (b) having processes to proactively identify [consumers in vulnerable circumstances](#); and [\[new\]](#)

- (c) ensuring staff who deal directly with consumers are trained and resourced to:
 - (i) identify consumer telecommunications needs; ~~[concept from 3.4.1(a), 3.4.2]~~
 - (ii) identify consumers in vulnerable circumstances; ~~[concept from 3.4.1(a)]~~
 - (iii) advise consumers about any offers the CSP has that may suit identified needs or circumstances; and ~~[3.4.2], [4.5.2(a), [4.5.1(f)]]~~
 - (iv) refer consumers to relevant external services, where required. ~~[new]~~

Understanding vulnerability under the [ACL](#)

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

Meeting consumer needs

- 4.2.2. Where a particular need or circumstance has been identified (as described in cl. 4.2.1), the [CSP](#) must, as applicable: ~~[4.5.2, expanded]~~
- (a) advise the [consumer](#) of any [offers](#) it has that may suit their identified needs or circumstances. This must include providing information about lower-cost options offered by the CSP, where appropriate; and ~~[4.5.2(b)]~~
 - (b) assist the consumer to access further information about its [telecommunications goods](#) and [services](#) that may suit specific disclosed needs or circumstances. ~~[4.5.2(c)], [4.5.2(d)]~~

Identified needs or circumstances

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

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

Supporting consumers affected by domestic and family violence

- 4.2.3. — A CSP must have and implement policies and supporting materials on DFV. ~~[new]~~
- 4.2.4. — A CSP's DFV policies, supporting materials, and training must: ~~[new]~~
- ~~(a) emphasise safety (of the affected consumer and CSP staff); [new]~~
Note: It is never appropriate for a CSP to require that a consumer be required to involve their alleged perpetrator in any discussion. Such actions could put lives at risk.
 - ~~(b) be trauma-informed; [new]~~
 - ~~(c) include information on common forms of DFV associated with a telecommunications good or service; [new]~~
 - ~~(d) clearly set out how the CSP will identify and support consumers affected by DFV; [new]~~

- (e) ensure that a CSP's obligations, communication channels, support and escalation requirements (external and internal) are clear and accurate; and **[new]**
- (f) align with and appropriately reference mandatory consumer obligations under other instruments (e.g. the Financial Hardship Standard). **[new]**

4.2.5. A CSP must not require evidence of DFV as a pre-requisite for general assistance and support under the CSP's DFV policy. **[new]**

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

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

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

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

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

Developing a response to DFV

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

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

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

Domestic and family violence – customer facing staff training

4.2.9. When developing appropriately tailored DFV training for relevant customer facing staff and their managers, a CSP must: **[new]**

- (a) ensure staff understand the specific legal and regulatory obligations relevant to their role as they relate to DFV; **[new]**
- (b) educate staff on common forms of DFV associated with a telecommunications good or service; **[new]**
- (c) include information to help staff: **[new]**
 - (i) understand (at a high level) the nature and impact of DFV; **[new]**
 - (ii) recognise and safely respond to DFV as it is likely to present to them, in their role; and **[new]**

- (iii) ~~manage and safely respond to DFV-associated issues; [new]~~
- (d) ~~ensure staff are familiar with all relevant policies and support materials; and [new]~~
- (e) ~~educate staff on vicarious trauma. [new]~~

Staff training

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

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

4.3. Authorised representatives

- 4.3.1. A CSP must ensure that customers can appoint an [authorised representative](#) to act on their behalf, if the [customer](#) requires. [3.5.1]
- 4.3.2. A CSP must:
 - (a) provide customers with access to information about how to appoint an *authorised representative*; [3.5.1(d)]
 - (b) ensure that the process to appoint an *authorised representative* is accessible; and
 - (c) advise the customer of the level of authorisation granted. [3.5.1(b)]

Note: An authorised representative may be granted the power to act on the customer's behalf as if they were the customer, or may be granted limited, defined rights. [3.5.1(b)]
- 4.3.3. Before accepting a person as a customer's *authorised representative*, a CSP must:
 - (a) obtain the customer's authority, through: [3.5.1(a)]
 - (i) an appropriate form of authority such as a letter of authorisation; or [3.5.1(a)]
 - (ii) a copy of the relevant power of attorney; or [3.5.1(a)]
 - (iii) another form of authorisation as may be reasonably required by the CSP; and [3.5.1(a)]
 - (b) keep a record of the circumstances and when the *authorised representative* was appointed by the customer; and [3.5.1(c)]
 - (c) keep records of notification(s) to the CSP of any relevant change in the customer's circumstances, including the death of a customer or the making of a guardianship order for a customer. [3.5.1(e)]

Authorised representatives

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

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

4.4. Advocates

- 4.4.1. A [CSP](#) must make it easy for consumers to communicate with it using an [advocate](#). [3.6.1]
- 4.4.2. A CSP must advise the [consumer](#) that a person acting as their advocate has no power to act on the *consumer's* behalf and has no access to their information (unless the *consumer* is present and agrees). [3.6.2]
- 4.4.3. A CSP must not allow an *advocate* to establish or make changes to a [customer's](#) account or *telecommunications service* unless the *advocate* is also the *customer's authorised representative*. [3.6.3]

Advocates

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

4.5. Managing a customer's death

- 4.5.1. A [CSP](#) must have processes in place to enable the management of a [customer's](#) account where the *customer* is deceased. This must include processes to:
 - (a) accept notification of a *customer's* death from an [Authorised Estate Representative](#); and
 - (b) facilitate the ongoing management, closure, or transfer of the deceased *customer's* account in accordance with the [Authorised Estate Representative's](#) instructions.
- 4.5.2. To facilitate the outcomes outlined in cl. 4.5.1, a CSP must:
 - (a) make [plain language](#) information publicly available about how to access bereavement assistance.
 - (b) ensure staff engaging with the *Authorised Estate Representative* are appropriately skilled and trained to fulfil the processes referenced in cl. 4.5.1.

4.6. Tools for preventing unauthorised account access

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

Tools to prevent unauthorised access

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

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

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

4.7. Retention of personal information

- 4.7.1. A CSP not required to comply with the Australian Privacy Principles contained in the Privacy Act must take reasonable steps to ensure that a consumer's personal information is protected from misuse, interference, loss, unauthorised use, or disclosure. Reasonable steps include: [3.7.1, 3.7.2]
- (a) having procedures for storing customer's personal information in its possession; [3.7.2(a)]
 - (b) having procedures to keep its customer's personal information in its possession secure; [3.7.2(b)]
 - (c) restricting access to customer's personal information to personnel who are authorised by the CSP; [3.7.2(b)]
 - (d) having systems and/or procedures in place for detecting unauthorised access; [new]
 - (e) having a data breach response plan; and [new]
 - (f) ensuring its staff understand that they may face disciplinary action if they breach the CSPs privacy procedures. [3.7.2(c)]
- 4.7.2. A CSP not required to comply with the Australian Privacy Principles contained in the Privacy Act must take reasonable steps to destroy or de-identify a consumer's personal information once is no longer required under this Code, other instruments, or by a court or tribunal order.

Privacy Act

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

Some smaller CSPs are, at the time of this Code's publication, not subject to the requirements of the Privacy Act. Section 4.7 provides protections for consumers of those CSPs through obligations that reasonably align with the obligations in the Privacy Act.

The Privacy Act is currently under review and may be extended to cover smaller organisations. For clarity, any organisation that is bound by the Privacy Act does not need to comply with section 4.7 of this Code.

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

5. RESPONSIBLE SELLING: PRE-SALE INFORMATION AND ADVERTISING

Key objectives and chapter summary

Objectives

1. [Consumers](#) are empowered to understand what [telecommunications goods and services](#) are available in the market and make informed decisions about which will best meet their financial and personal needs.
2. [Consumers in vulnerable circumstances](#) receive support to assist them to access appropriate [telecommunications goods and services](#).

Chapter summary

This chapter covers rules about:

- how [telecommunications goods and services](#) are advertised.
- what information must be included in the [Critical Information Summary](#).
- publishing information and advertising about [telecommunication goods and services](#) that is free, accurate, accessible, in [plain language](#), and minimises the need for disclaimers.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements;
- [Chapter 4](#) for detailed information about requirements to support consumers (including those in [vulnerable circumstances](#)) in an inclusive and fair manner, including rules around the use of [advocates](#) and [authorised representatives](#), and
- [Chapter 6](#) for responsible selling obligations at point of sale.

5.1. Critical Information Summary

General requirements

- 5.1.1. A [CIS](#) must be available for all [offers](#) for:
 - (a) [telecommunications services](#); and
 - (b) [telecommunications services](#) where a [bundled telecommunications good](#) or additional service is included as a mandatory component of that [offer](#).
- 5.1.2. A [CSP](#) is not required to create a new [CIS](#) for [special promotions](#). A [CSP](#) offering a [special promotion](#) must supply the [CIS](#) for the underlying offer.
- 5.1.3. The [CIS](#) must be:
 - (a) free of [charge](#); [\[4.2.1\]](#)
 - (b) on the [CSP's](#) website; [\[4.2.6\(a\)\]](#)
 - (c) available via [prominently displayed](#) links in advertised offers on the [CSP's](#) website, close or adjacent to the offer's description (except in online banners, tiles, strips and pop-up advertising); [\[4.2.6\(b\)\]](#)
 - (d) at the [CSP's](#) stores (if applicable); [\[4.2.6\(c\)\]](#)

- (e) in a [durable medium](#); [5.2.3] and
- (f) provided as a separate document to the [SFOA](#) (or equivalent) and any other contractual terms and conditions. [4.2.4(a)]

- 5.1.4. A CIS must be available upon request for as long as the offer has active customers (including [offers](#) no longer advertised). [4.2.7]
- 5.1.5. A CIS provided under cl. 5.1.4 for plans no longer offered to new customers at the time that this Code commences must comply with either: [4.2.9 + new]
- (a) the CIS requirements in this Code; or
 - (b) the relevant CIS requirements of the TCP Code in force at the time that the plan was offered, being either:
 - (i) cl. 4.1.1 of the Telecommunications Consumer Protections Code C628: 2015 Incorporating Variation 1/2018; or
 - (ii) cls. 4.2.2 – 4.2.6 of the Telecommunications Consumer Protections Code C628: 2019

*Note: copies of the 2015 and 2019 Code are available at:
<https://www.commsalliance.com.au/Documents/Available-Superseded>.*

- 5.1.6. Each [CIS](#) must be: [new]
- (a) concise; [4.2.3(a)]
- Note: Concise means the text covers the required information in cls 5.1.7, 5.1.8 and 5.1.9 in a clear and direct manner.*
- (b) in a digitally accessible format (where applicable); and [new]
 - (c) in [plain language](#). [new]

Content of the CIS - mandatory content requirements applicable to every CIS

- 5.1.7. At the beginning of the document, in a separate, clearly identified section, each [CIS](#) must contain:
- (a) the name of the [CSP](#); [new]
 - (b) a description of the [offer](#) being provided [4.2.2(a)(i)];
 - (c) the minimum [periodic price](#) [4.2.2(a)(ii)];
 - (d) the maximum [periodic price](#) (where calculable) [updated 4.2.2(a)(iii)]
 - (e) the minimum term of the offer [4.2.2(a)(v)];
 - (f) information about any costs payable if the [customer](#) terminates the offer. [updated 4.2.2 (a)(iv)]
- Note: for example, 'If you cancel your service before your minimum contract term is complete, these Early Exit Fees will apply: \$XX x months remaining on your contract.'*
- (g) any exclusions and disclaimers. [4.2.2(b)(iv)]
- 5.1.8. In the body of the document, each CIS must contain the following: [4.2.2(b)]
- (a) information about any early termination fees applicable at any time during the minimum term; [updated 4.2.2(b)(v)]

- (b) information about at least two payment methods that are [fee free](#), one of which must be manual; [new]

Note: see cl. 8.10 for further information.

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

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

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

Note: see cl. 4.1.5 for further information.

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

Note: see cl. 4.1.5 for further information.

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

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

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

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

- (a) a description of any [telecommunications good](#) or service that is a mandatory component of the offer; [4.2.2(b)(ii)]
- (b) the cost of any [telecommunications good](#) that is a mandatory component of the offer, where that cost is not built into the offer; [4.2.2(b)(iii)]
- (c) a description of the potential impact that a change to, or termination of, the [telecommunications service](#) may have on any other [telecommunications goods](#) and [services](#) held by the customer; [new]

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing. You will not be refunded any money you've already paid for your service.'

- (d) information to help a customer determine the remaining balance on any device repayment plan and costs associated with a change to, or termination of the service; [new]
- (e) where calculable and the offer is not unlimited or subject to [shaping](#), the cost of:
 - (i) 1Gb of [data](#); [updated 4.2.2(b)(viii)]
 - (ii) a 2-minute [standard national mobile call](#) (including flagfall where applicable); and [4.2.2(b)(vi)]
 - (iii) sending a [standard national mobile SMS](#). [4.2.2(b)(vii)]
- (f) where calculable and the offer is not unlimited or subject to [shaping](#), information about:
 - (i) call and data usage; [4.2.2(b)(ix)]

- (ii) domestic roaming costs; [4.2.2(b)(x)] and
- (iii) international roaming, including [maximum charge information](#). [4.2.2(b)(x)]
- (g) information about the CSP's [SFOA](#) (or equivalent) and fair use policy (or equivalent); and [new]
- (h) information about concessions offered by the CSP [new].

Use of links in the CIS

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

- payment options;
- estimating call and data usage;
- international calling and associated costs;
- domestic roaming and associated costs;
- international roaming and associated costs;
- complaint handling process;
- information to help a customer determine the remaining balance on any device repayment plan and costs associated with a change to, or termination of the service;
- a CSP's [SFOA](#) (or equivalent) and fair use policy (or equivalent);
- information about concessions offered by the CSP; and
- contact details for the [TIO](#).

Other information in the CIS

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

5.2. Advertising offers

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

- (a) clearly and accurately: [3.2.1]

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

- (b) in [plain language](#). [3.2.1]

Content of advertising

5.2.2. When advertising [offers](#), a [CSP](#) must ensure that the principal message and main terms and conditions of the relevant offer are captured in the body of the advertising. [4.1.3(a)]

5.2.3. When advertising an offer, a CSP must ensure (if applicable): [4.3.1]

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

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

Broadband speed claims

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

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

Advertising special promotions

- 5.2.4. When advertising a [special promotion](#), a [CSP](#) must include information about: [4.1.4], [4.1.4(a)]
- (a) the principal message and main terms and conditions of the special promotion, including relevant information about the underlying [offer](#);

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

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

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

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

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

Consider advertising medium

- 5.2.5. A [CSP](#) must ensure their advertising content, as required above, is appropriate for the advertising medium. [4.1.3]

5.3. Additional information requirements

Standard terms and conditions for consumers

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

Information for consumers with disabilities

- 5.3.3. A [CSP](#) must make available on their website up-to-date guidance material for consumers with disabilities to assist them identify [telecommunications goods](#) and [services](#) offered by the CSP that are suitable for their needs.
- 5.3.4. Where a CSP is supplying relevant goods, this must include information about the features of the telephone equipment that will suit different needs, pursuant to Communications Alliance [C625:2020 Information on Accessibility Features for Telephone Equipment](#), or by using the Mobile & Wireless Forum Global Accessibility Reporting Initiative (GARI).

It may also include information about, or links to:

- (a) Accessible Telecoms: <https://www.accessibletelecoms.org.au>, a free service to find independent and up-to-date information on telecommunication goods and services that are suitable for seniors and people with disabilities.
- (b) Accesshub: <https://www.accesshub.gov.au>, a government website with information and resources for the deaf community.
- (c) Global Accessibility Reporting Initiative (GARI): <https://www.gari.info/findphones.cfm>, to find a device that has the accessibility features that work for them.

Standard information for consumers

- 5.3.5. A [CSP](#) must ensure information about [telecommunications goods](#) and [services](#) currently offered is publicly available without charge to consumers, including: [4.3.1]
- (a) a description of the telecommunications goods or services offered, including: [4.3.1(a)]

- (i) the manufacturer's name, where a non-CSP branded telecommunications good is supplied by a third party as part of the offer; [4.3.1(b)]
- (ii) the main technical features of any [telecommunications good](#) offered by a CSP, or where this information can be obtained; [4.3.1(c)]
- (b) payment options;
Note: see cl. 8.10.1 for further information.
- (c) information to assist [consumers](#) in estimating their usage requirements; [4.3.1(e)], [4.5.2(c)]
- (d) information about spend-management tools and [usage notifications](#). [6.4.3]
Note: see cl. 8.2 for further information.
- (e) details of any post-sales support available, and any applicable fees or charges for this support; [4.3.1(f)]
- (f) information about cancellation or [disconnection](#) on telecommunications goods and services, including: [new]
 - (i) how a [customer](#) can request cancellation or [disconnection](#); and
 - (ii) the impact of cancellation or [disconnection](#).
Note: impact may include changes to rights of use of a number, impact on other telecommunications goods and services with the CSP, and potential cost impacts.
- (g) the impact of non-payment or repeated late payment on the provision of current or future telecommunications goods and services to the customer; [5.1.2(e)]
- (h) information about domestic roaming (if provided by the CSP), including:
 - (i) the circumstances in which additional [charges](#) may be imposed in Australia when the telecommunications service roams onto a different network (if applicable); [4.3.1(h)]
- (i) information about international roaming (if offered by the CSP), including information about: [4.3.1(h)]
 - (i) how to activate or deactivate international roaming; and
 - (ii) the [maximum charge information](#).
- (j) the name of the [carrier](#) whose network is used to provide the telecommunications service, if the CSP does not own the network over which it is supplying a telecommunications service, ensuring it is clear that: [4.3.1(i)]
 - (i) the CSP is responsible for the service to the consumer; and
 - (ii) is not affiliated or related to the carrier unless it is.
- (k) [generally available network coverage](#) in Australia, which will include a map or diagram of the network coverage; [4.3.1(g)]
- (l) where the CSP is not the carrier, display the underlying wholesale network provider for mobile network coverage. [new]

6. RESPONSIBLE SELLING: SALES, CONTRACTS AND CREDIT ASSESSMENTS

Key objectives and chapter summary

Objectives

[Consumers](#) benefit from responsible sales practices when purchasing [telecommunications goods](#) and [services](#) from [CSPs](#) and are protected from irresponsible sales at the point of sale.

Chapter summary

This chapter covers rules about:

- a CSP's selling policies and processes.
- a CSP's credit check procedures.
- remedies for mis-selling.
- sales record and contract information.

This chapter needs to read in conjunction with:

- [Chapter 3](#) for policy, supporting material, training, and compliance monitoring requirements,
- [Chapter 4](#) for detailed information about requirements to support consumers (including those in *vulnerable circumstances*) in an inclusive and fair manner, including rules around the use of [advocates](#) and [authorised representatives](#), and
- [Chapter 5](#) for responsible selling obligations when advertising and pre-sale.

6.1. Responsible approach to selling

- 6.1.1. A [CSP](#) must sell [telecommunications goods](#) and [services](#) responsibly.
- 6.1.2. A CSP must ensure its sales processes: [\[4.5.1 + new\]](#)
- (a) promote and sell its *telecommunications goods and services* in a fair and accurate manner; [\[4.5.1 \(a\)\]](#)
 - (b) promote and sell its *telecommunications goods and services* in [plain language](#); [\[4.5.1 \(a\)\]](#)
 - (c) clearly explain the *offer*, including (where applicable) [\[4.5.1 \(b\)\]](#):
 - (i) the minimum *periodic price*;
 - (ii) the minimum term of the *offer*;
 - (iii) information about any costs payable if the [customer](#) terminates the offer; [\[updated 4.2.2 \(a\) \(iv\)\]](#)
 - (iv) the minimum term of any [special promotions](#), [discounts](#) or benefits (if applicable); and
 - (v) information about the impact cancellation of the telecommunications service may have on any other telecommunications goods and services (if applicable).

- 6.1.3. A CSP must train and resource relevant staff to promote and sell *telecommunications* goods and services in compliance with this Code. [4.5.1 (c), [4.5.1 (f)]]

Responsible incentive structures [new]

- 6.1.4. Where a [CSP](#) has sales incentive structures in place, the sales incentive structures must promote responsible selling practices. [new]

- 6.1.5. At a minimum, sales incentive structures must:

- (a) include material disincentives to irresponsible selling practices, including:
- (i) negative consequences for all persons who benefitted, where mis-selling is identified, for example, clawback; and
Note: For example, commissions may be reclaimed if mis-selling is identified. This may apply to both past and future commissions based on individual performance.
 - (ii) incorporating customer feedback and satisfaction scores into sales incentive structures; and
Note: For example, customer satisfaction scores and positive [consumer](#) interaction metrics will be integrated into the calculation for commission qualification and potential claw back.
 - (iii) clear limitations or controls on the volume and value of sales that contribute to commissions.
- (b) include additional protections for consumers identified as vulnerable. This must include:
- (i) specifically training [sales staff](#) on identifying and appropriately handling these consumers; and
 - (ii) prohibiting practices that prioritise sales volume or value over consumer welfare.
- (c) incorporating metrics that promote responsible selling when setting targets, evaluating performance and calculating rewards or commissions (as applicable)
Note: Such metrics may include:
- compliance with responsible selling practices and policies.
 - [customer](#) feedback and satisfaction scores.
 - measures of positive consumer interactions and long-term customer relationships.
 - Accessibility and inclusivity engagement.

- 6.1.6. Sales practices must be monitored and reviewed at least annually to ensure compliance with these rules.

- 6.1.7. Monitoring and reviewing required under 6.1.6 must be undertaken at arm's length from any persons who benefit directly from sales incentives schemes or the outcomes of any monitoring or review functions.

Note: see also chapter 3, Organisational culture and governance.

Information provided to consumers prior to a sale

- 6.1.8. A [CSP](#) must provide the [CIS](#) for [telecommunications services](#) to a [consumer](#) prior to a sale, except where: [4.2.8]

- (a) the sale is for a pre-paid telecommunications service. In this case, a CSP must provide the CIS:
 - (i) with the *order summary*; or
 - (ii) during the activation process; [new]
- (b) the sale falls within the scope of an unsolicited consumer agreement under the *Australian Consumer Law* and the *consumer* is entitled to a cooling off period. After the sale, a CSP must provide the consumer with:
 - (i) a copy of the relevant CIS;
 - (ii) the unsolicited consumer agreement; and
 - (iii) a cancellation notice required by the *Australian Consumer Law*; or [4.2.8(a)]
- (c) the sale is carried out over the telephone and is not treated as an unsolicited consumer agreement under the *Australian Consumer Law*. The consumer may agree to opt out of their right to receive all information contained in the CIS prior to sale. In this case, a CSP must: [4.2.8(b)]
 - (i) provide the information outlined at 6.1.2(c) prior to or at the point of sale; [4.2.8(b)(i)], [4.6.4]
 - (ii) dispatch a copy of the CIS to the consumer within 5 working days of the sale; and [4.2.8(b)(i)]
 - (iii) not engage in practices that would encourage consumers to opt out of receiving the CIS prior to the sale. [4.2.8(b)(i)]

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

6.1.9. Prior to taking initial payment, a CSP must provide the *customer* with information about at least two *fee free* payment methods. [new]

6.1.10. Prior to an *assisted sale* of a mobile telecommunications service to a new *residential consumer*, the staff member facilitating the sale must prompt the consumer to check the critical locations the service is intended to be used. [new]

See also cl. 5.3.5(k).

Remedies for mis-selling

6.1.11. A *CSP* must take reasonable steps to correct instances of mis-selling in breach of this Code by offering a remedy that is realistic, appropriate and tailored to suit the *customer's* needs, circumstances and harm experienced, taking into account the customer's preferred remedy. [updated 4.4.1(a)]

Note: This could include, but is not limited to:

- (a) providing a refund; or
- (b) returning the customer to the position they were in prior to the sale; or [new]
- (c) terminating a customer's contract without *charge*; or [4.4.1(a)]
- (d) enacting a change of contract without penalty to the customer; or [4.4.1(a)]
- (e) another action or remedy, as agreed with the customer. [new]

Note: Customers should not be required to accept a remedy that is preferred by the CSP or be penalised for choosing one remedy over another.

Remedies for incorrect information

- 6.1.12. Where a customer has relied on inaccurate information provided by a [CSP](#) about an offer to make a purchasing decision, the CSP must provide the customer with:
- (a) corrected information about the offer; and [\[4.4.1 \(b\)\]](#)
 - (b) a tailored remedy as set out in cl. 6.1.11. [\[new\]](#)
- 6.1.13. Where a customer has purchased a mobile *telecommunications service*, and actual mobile network coverage does not meet the customer's coverage requirements (see cl. 5.3.5(k), a CSP must allow the customer to exit their service contract with no early exit fees. [\[new\]](#)

Remedies for consumers in vulnerable circumstances

- 6.1.14. Where a customer has purchased a *telecommunications good or service* while affected by a vulnerability that impacted their decision-making at the time of sale, a [CSP](#) must allow return of the telecommunications good, or cancellation of the purchased *telecommunications service* without [charge](#). [\[new\]](#)
- 6.1.15. A CSP may request evidence of vulnerability in relation to cl. 6.1.114, ~~except in cases where the customer is affected by DFV as required under cls 4.2.5 – 4.2.7.~~ [\[new\]](#)
- 6.1.16. A CSP must establish processes to allow it to assess evidence of vulnerability in cases of mis-selling. This must include:
- (a) a process to allow for the information to be provided to personnel who are authorised for the purposes of assessing eligibility.
 - (b) steps to protect the information from misuse, interference and loss, unauthorised access, modification or disclosure; and
 - (c) steps to ensure the information is disposed of, or destroyed, in a secure manner where the record is no longer needed under this industry Code or any other applicable laws.

Note: Clause 6.1.15 does not require that the CSP request proof of vulnerability affecting the customer, rather, this is at the discretion of the CSP.

Note: other obligations for sales and related remedies can be found under the [Australian Consumer Law](#) clauses in this Code do not limit those requirements.

Selling to consumers in vulnerable circumstances

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

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

Example documentation could include:

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

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

Timeframes for remedies

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

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

6.2. Credit assessments

Assessing creditworthiness: new residential consumers

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

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

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

obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.2. A credit assessment under cl. 6.2.1 for new [residential consumers](#) must include: [\[updated 6.1.1\(b\)\]](#)

(a) consideration of the consumer's financial circumstances, including: [\[updated 6.1.1\(b\)\(i\)\]](#)

- (i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); and
- (ii) employment type (e.g. professional, student, hospitality, retail, construction); and
- (iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, [financial hardship](#) indicators, general expenses, telecommunication expenses); and

Note: this does not require a CSP to request evidence from the [customer](#) about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting [personal information](#).

(b) an external credit check from a credit reporting body. [\[6.1.1\(b\)\(ii\)\]](#)

Assessing creditworthiness: new business consumers

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

- (a) a debt owed by the [consumer](#) equal to or greater than \$2000; and [\[new\]](#)
- (b) the debt being pursued by the CSP. [\[new\]](#)

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.4. A credit assessment under cl. 6.2.3 for business must include:

(a) consideration of the business consumer's financial circumstances, including (as applicable for business type): [\[new\]](#)

- (i) a business trading check; or

Note: for example, ABN check, ACN check, registered business check via ASIC.

- (ii) an insolvency check; or
- (iii) a Director check; and

(b) an external credit check from a credit reporting body for all new business customers. [\[6.1.1\(b\)\(ii\)\]](#)

Assessing creditworthiness: current residential customers

6.2.5. A CSP must complete a credit assessment for current residential [customers](#) where a contract may result in: [\[updated 6.1, 6.1.1\(a\)\]](#)

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

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations.

6.2.6. A credit assessment under cl. 6.2.5 for current [residential consumers](#) must include: [\[updated 6.1.1\(a\)\]](#)

- (a) consideration of the customer's financial circumstances, including: [\[new\]](#)
 - (i) employment status (e.g. part-time, full-time, casual, unemployed, self-employed, retired); or [\[new\]](#)
 - (ii) employment type (e.g. professional, student, hospitality, retail, construction); or [\[new\]](#)
 - (iii) affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, [financial hardship](#) indicators, general expenses, telecommunication expenses); or [\[new\]](#)

Note: this does not require a CSP to request evidence from the customer about their financial circumstances unless the CSP can demonstrate a risk proportionate to the risk of collecting [personal information](#).

- (b) a review of the customer's payment history with the CSP.

6.2.7. In addition to complying with clause 6.2.6, where the customer is seeking to increase their current credit commitment with their CSP: [\[6.1.1\(a\)\]](#)

- (i) by more than [\\$1000](#); and
- (ii) any previous external check was completed over 6 months prior.
a CSP must undertake a new external credit check from a credit reporting agency.

6.2.8. CSP must gain the consumers consent to request a new check. [\[new\]](#)

Assessing creditworthiness: current business customers

6.2.9. A CSP must complete a credit assessment for current business customers where a contract: [\[updated 6.1, 6.1.1\(a\)\]](#)

- (a) may result in a debt owed by the [consumer](#) equal to or greater than \$2000; and [\[new\]](#)
- (b) the debt being pursued by the CSP. [\[new\]](#)

Note: the debt being pursued by the CSP includes passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, and legal action that may be taken to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, [suspension](#) or [disconnection](#) of a telecommunications service for [credit management](#) reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1 and other legal and regulatory obligations

6.2.10. A credit assessment under cl. 6.2.9 for business must include:

- (a) consideration of the consumer's financial circumstances, including (as applicable for business type): [new]
 - (i) a business trading check;
Note: for example, ABN check, ACN check, registered business check via ASIC.
 - (ii) an insolvency check;
 - (iii) a Director check.
- (b) a review of the customer's payment history with the CSP.

Calculating Potential Debt

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

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

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

Declined credit assessment

6.2.11. Following a [credit assessment](#), if a CSP concludes that a [consumer](#) does not qualify for the requested telecommunications product, the CSP must: [\[6.1.2\]](#)

- (a) advise the consumer that their credit assessment was declined; and [\[6.1.2\(a\)\]](#)
- (b) provide the consumer with information about alternate [telecommunications goods and services](#) that the CSP has determined may meet the consumer's needs in accordance with the outcome of the credit assessment; or [\[6.1.2\(b\)\]](#)

Note: alternate telecommunications goods and services may include lower cost telecommunications goods and services, such as [pre-paid services](#) or telecommunications services supplied with restrictions placed on them, upfront payment options (including upfront payment for telecommunications goods such as mobile devices), the use of a guarantor, or a [security deposit](#). [\[new\]](#)

- (c) where a CSP determines that it does not have suitable alternatives to offer, advise the consumer of that fact.

CSPs as credit providers

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

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

Using a guarantor

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

Restricted telecommunication services (at point of sale)

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

Security deposit

- 6.2.15. A [CSP](#) must only require a [security deposit](#) where this is related to the outcome of a credit assessment. [\[6.2.1\]](#)
- 6.2.16. A [fee-free](#) security deposit option must be available.
- 6.2.17. Before the security deposit is agreed to and paid by the [consumer](#), a CSP must provide them with information about the arrangement in a [durable medium](#). The information must: [\[updated 6.2.1\]](#)
- (a) specify the relevant [customer](#) account to which the arrangement applies; [\[new\]](#)
 - (b) describe the payment arrangements for the customer to pay the security deposit to the CSP; [\[6.2.1\(c\)\]](#)
 - (c) describe the interest arrangements (including accrual of interest); [\[6.2.1\(c\)\]](#)
 - (d) describe the repayment arrangements to return the security deposit (or the balance then remaining) and interest accrued, to the consumer; and [\[6.2.1\(e\)\]](#)
 - (e) outline when and how the security deposit (or part thereof) may be forfeited. [\[6.2.1\(b\)\]](#)
- 6.2.18. Prior to receiving the security deposit, a CSP must inform the consumer that the balance will be accessed from their account within 5 [working days](#) and provide an opportunity for the consumer to pay within that period. [\[6.2.1\(d\)\]](#)

6.2.19. A CSP must repay to the [customer](#) the amount of the *security deposit* (or the balance then remaining), and interest accrued in relation to it, within 5 *working days* of the *customer*: [6.2.1(e)]

- (a) satisfactorily completing the terms of the *security deposit* arrangements; or [6.2.1(e)(i)]
- (b) cancelling the relevant telecommunications product. [6.2.1(e)(ii)]

6.3. Customer contracts

Content of contracts

6.3.1. A CSP must provide customers with information about their [customer contract](#) that includes: [4.6.1]

- (a) the name of the CSP; [4.6.1(a)]
- (b) the contact details of the CSP; [4.6.1(a)]
- (c) where the CSP is not the [carrier](#), the name of the carrier; [4.6.1(a)]
- (d) information about what type of equipment is compatible with the CSP's *telecommunications service*; and [4.6.1(b)]

Note: cls 6.3.1(c),(d) apply where the CSP does not own the network over which they are supplying the telecommunications service, to ensure it is clear to the customer that the CSP is responsible for the service and is not affiliated with the carrier (unless the CSP is). [4.6.1(a)]

- (e) where a CSP is providing equipment as part of the *customer contract*, the relevant terms and conditions relating to any equipment purchased from the CSP for use with the *telecommunications service*. [4.6.1(c)]

Order summary

6.3.2. A CSP must provide a [customer](#) with an order summary after entering into a *customer contract* with the [consumer](#), within 5 *working days* after the sale. [new]

6.3.3. A CSP's order summary must contain: [new], [4.6.5(a)], [4.6.5(b)]

- (a) the name of the CSP; [new]
- (b) the contact details of the CSP; [new]
- (c) the length of the fixed term contract (if applicable); [new]
- (d) information about any [special promotions](#) applied to the *customer contract*, including: [new]
 - (i) [discounts](#) or bonus entitlements; and [new]
 - (ii) the expiry date of the *special promotion*; and [new]
- (e) a link to the [CLS](#). [new]

Customer contract records

6.3.4. For the avoidance of doubt, [customer](#) contract records that must be kept under cl. 2.4.1 requirements for this chapter include:

- (a) records to enable a *customer* to verify that the process for entering into the [customer contract](#) was undertaken in accordance with this chapter.

Note: this may include notes on the customer account, online order confirmation or voice recordings.

- (b) the following records in relation to the customer contract: [new]
 - (i) the order summary; [new], [4.6.5(a)], [4.6.5(b)]
 - (ii) the CIS; and [4.2.6], [4.6.2]
 - (iii) Standard Form of Agreement (or equivalent). [4.6.2]

Consumer access to customer contract records

- 6.3.5. For a minimum of the term of the [customer](#) contract plus 2 years, or if cancelled prior to the minimum term, 2 years following cancellation, a [CSP](#) must: [4.6.6]
 - (a) provide a consumer with a copy of the records required in 6.3.4 upon request, at no [charge](#). [4.6.2]
 - (b) provide the [consumer](#) with access to the records created and retained under cl. 6.3.5., including any voice recording regarding entry into the customer contract; and [4.6.6(a)]
 - (c) upon request by a consumer, provide to them (or, with the consumer's consent, to a nominated party) copies of records relating to their customer contract in a format that is clear and easy to understand. [4.6.6(b)]
- 6.3.6. A CSP must make available information about the activation and expiry date of any current [customer contract](#) upon the customer requesting this information from the CSP. [4.6.3]

Customer contract records

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

7. CUSTOMER SERVICE AND SUPPORT

Key objectives and chapter summary

Objectives

1. Consumers can easily and conveniently engage with, and receive assistance from, their [CSP](#)'s customer service and support channels.
2. Consumers have access to timely and effective customer service.
3. Consumers in vulnerable circumstances receive appropriate support to assist them to stay connected.

Chapter summary

This chapter covers rules about:

- customer service and support.
- customer notifications.
- service termination and cancellation.
- changing CSPs.
- a CSP's obligations to consider a consumer's circumstances, including any vulnerabilities they may be experiencing.

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

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

7.1. Accessing customer service

Contact channels

- 7.1.1. A [CSP](#) must ensure that information about [customer](#) service and support is publicly available without [charge](#) to customers, including information about: [\[4.7.1\]](#)
- (a) general customer contact channels available; and [\[4.7.1\]](#)
 - (b) the hours of operation for each available contact method. [\[4.7.1\]](#)
- 7.1.2. A CSP must provide at least one 'live' general customer contact channel (such as phone, or live chat) that enables customers to communicate with staff in real time, or near real time, during the CSP's hours of operation. [\[new\]](#)
- Note: 'Live' contact channels are those that enable a customer to communicate with a real person in real, or near real, time. Communication with an automated bot or AI is not a live contact channel.*
- 7.1.3. Where a CSP ordinarily makes available a telephone number as a contact method for customers, it must provide telephone as a [customer](#) support channel option. [\[new\]](#)

- 7.1.4. If a CSP does not ordinarily make available a telephone number as a contact method for its customers, it must: **[new]**
- (a) provide an alternative customer support channel option that enables a customer to communicate with CSP customer service staff in real time, or near real time (such as live chat) during the CSP's hours of operation; and
 - (b) have clear escalation pathways in place to enable a customer to speak to a real person. This may be a phone number provided to the customer after a query has been escalated, or an ability to request a call back from the CSP.

Customer service

- 7.1.5. A CSP must ensure that they deal with customer enquiries in a timely and effective manner. **[4.7.1]**
- 7.1.6. Where a CSP has a case management process, it must ensure the process has been designed to prioritise customer outcomes. **[new]**
- Note: prioritising customer outcomes will depend on the issues being managed. For example, case management for customers affected by DFV would be different to that for a customer with a technical issue. It may include processes to avoid or minimise the need for a customer to constantly repeat details of their situation or problem and consider the compromise between repetition of the issue and wait time.*
- 7.1.7. A CSP must keep records of interactions between the CSP and customers where the customer has been identified and: **[4.7.1(d)]**
- (a) make these records accessible to staff tasked with responding to customer enquiries, to aid in resolving those enquiries; **[4.7.1(d)]**
 - (b) where requested by a customer, provide the records, for as long as the CSP retains those records; and **[4.7.1(d)(i)]**
 - (c) if the CSP charges a fee for providing the records kept, limit that fee to no more than the reasonable cost of finding, accessing, arranging, and providing the information. **[4.7.1(d)(ii)]**
- 7.1.8. Records kept under cl. 7.1.7 must be retained for a period of 2 years. **[new]**
- Note: The above record keeping requirements do not apply to records requested in a complaints process, which must be handled and provided according to the Complaints Standard, or records requests from the TIO or any other regulatory or law enforcement body governed under other laws and regulations.*
- 7.1.9. Clause 7.1.7(b) does not apply where providing records may jeopardise the safety of a customer or end user experiencing DFV. **[new]**

Delivery methods for customer notifications

- 7.1.10. When sending customer notifications, a CSP must consider which delivery method(s) are appropriate for that notification. **[6.5.6 + new]**
- Note: this will include considering whether the notification must be sent in a specified format or a durable medium to meet the requirements of other instruments, or this Code.*
- It will also include consideration of the appropriate method of communication for the service type. For example, communication to a mobile plan customer would reasonably be by SMS, but may be via a mobile app for customers using that app. A*

broadband service [customer](#) may generally receive notifications via email, but may be via SMS or app, if the customer has details recorded.

- 7.1.1.1. A CSP must deliver notifications in accordance with recorded contact preferences where possible. [\[6.5.6\]](#)

Note: 'where possible' will include consideration of cl. 7.1.9; whether a customer has any preferences recorded; whether the CSP's IT capabilities permit a choice of delivery methods.

7.2. Requests to change or terminate a contract

Customer requested

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

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

CSP-initiated change to a contract

- 7.2.2. Where a CSP proposes a detrimental change to a [customer's](#) telecommunications service contract, it must notify the consumer a minimum of 20 [working days](#) before the earliest date the proposed change may be completed. [\[new\]](#)

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

Exemptions to CSP notice requirements

- 7.2.3. A CSP will not be in breach of their obligations under cl. 7.2.2 where the CSP: [\[new\]](#)
- (a) reasonably considers the change is likely to benefit the [customer](#) or have a neutral impact on them; or [\[new\]](#)
 - (b) makes changes as required by other legal or regulatory obligations; or [\[new\]](#)
- Note: for example, see Chapter 9 for [credit management](#) obligations and termination of contract.*
- (c) does not receive sufficient notice of a change from a wholesale provider to allow it to meet the timeframe provisions under cl. 7.2.2.

7.3. Changing CSPs

Obtaining consent

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

Verifying a transfer

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

Promoting transfers

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

Minimum information for consumers

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

Transfer validation

- 7.3.7. The [gaining CSP](#) must check the accuracy of the [transfer](#) details with the [consumer](#), including at least: [9.4.2]
- (a) the name and the service address of the [consumer](#); [9.4.2(a)]
 - (b) the details of the [telecommunications service](#) number or AVC ID, if applicable, to be transferred; and [updated 9.4.2(b)]

(c) confirming that the *telecommunications service* will be transferred to the [gaining CSP](#). [9.4.2(c)]

7.3.8. A *gaining CSP* must validate that the *telecommunications service* number or NBN service can be transferred. [9.4.3]

7.3.9. If the *telecommunications service* can be transferred, a *gaining CSP* must undertake the [transfer](#) as agreed with the *customer*. [9.4.4]

7.3.10. If the *telecommunications service* cannot be transferred, a *gaining CSP* must notify the *consumer* and advise what this means for the *consumer*, including where applicable, what options are available to the *consumer*. [9.4.5]

Transfer validation

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

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

Consumers to be kept informed

7.3.11. During the [transfer](#) process, the [gaining CSP](#) must: [9.5.1]

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

Notification of completion of a transfer

7.3.12. The [gaining CSP](#) must: [9.6.1]

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

Records regarding transfers

7.3.13. The [gaining CSP](#) must create records establishing: [9.7.1]

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

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

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

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

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

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

7.4. Sale of Business or CSP reorganisation

Notification of transfer

7.4.1. If a [CSP](#) proposes to [transfer](#) a *customer's* telecommunications service because of the sale of the CSP's business or a corporate reorganisation, before the *transfer* is initiated, the CSP must notify the *customer* in writing, a minimum of 20 [working days](#) before the *transfer*: [9.8.1], [9.8.1(a)]

- (a) that the *customer's telecommunications service* will be transferred to the [gaining CSP](#) because of a sale of the CSP's business or a corporate reorganisation; [9.8.1(b)]
- (b) of any details then known to the CSP regarding how the *customer's telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing as a result of the *transfer*; [9.8.1(c)]
- (c) of any impact this change has on the *customer's* use of existing equipment; [9.8.1(d)]
- (d) of the contact details of the *gaining CSP*; [9.8.1(e)]
- (e) of the proposed date by which the *transfer* will be completed; [9.8.1(f)]
- (f) that the CSP will use reasonable efforts to notify the *customer* of the completion of the *transfer* on the day it occurs; and [9.8.1(g)]
- (g) of the termination rights for that *customer* that result from the *transfer*, including:
 - (i) any notice period;
 - (ii) advice that no fee will apply for breaking the service; and
 - (iii) (where relevant) that there may be an impact on other [telecommunications goods](#) and [services](#) held by the *customer*, with a description of the potential impact that a change to, or termination of, the *telecommunications service* may have on any other *telecommunications goods and services* held by the *customer*. [9.8.1(h)]

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing.'

Termination by a customer

7.4.2. Where a [customer](#) exercises their termination rights in line with cl. 7.4.1 (g), the CSP must terminate the relevant *telecommunications service contract*:

- (a) without any fees imposed for breaking the service contract; and
- (b) within 5 [working days](#) of receiving the customer's notice. [9.8.2 + new]

Other requirements

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

7.5. Move to a different wholesale network provider

Notification of the move

- 7.5.1. If a [CSP](#) proposes to move all or a segment of its [customer](#) base to an alternate wholesale network provider, the CSP must notify the customer in writing, a minimum of 20 [working days](#) before the move is initiated, notify all affected customers: [9.9.1]
- (a) that the customer's *telecommunications service* will be moved to the new wholesale network provider; [9.9.1(a)]
 - (b) of any details then known to the CSP regarding how the customer's *telecommunications service* may be the subject of a materially adverse effect regarding its features, characteristics or pricing because of the move; [9.9.1(b)]
 - (c) of any impact this move has on the customer's use of existing equipment; [9.9.1(c)]
 - (d) of any change in the contact details of the CSP; [9.9.1(d)]
 - (e) of the proposed date by which the move will be completed; [9.9.1(e)]
 - (f) that the CSP will use reasonable efforts to notify the customer of the completion of the move on the day it occurs; [9.9.1(f)]
 - (g) of the appropriate contact details for lodging an enquiry or a [complaint](#) about any aspect of the move; and [9.9.1(g)]
 - (h) of the termination rights for that customer that result from the move, including: [9.9.1(h) + new]
 - (i) any notice period;
 - (ii) advice that no fee will apply for breaking the service; and
 - (iii) (where relevant) that there may be an impact on other [telecommunications goods](#) and [services](#) held by the customer, with a description of the potential impact that a change to, or termination of, the *telecommunications service* may have on any other *telecommunications goods and services* held by the customer. [9.8.1(h)]

Note: for example, 'If you cancel your service, you will need to pay out any remaining device, handset and accessory payments associated with the cancelled service in full, immediately, as well as any service charges owing.'

Termination by a customer

- 7.5.2. Where a [customer](#) exercises their termination rights in line with cl. 7.5.1 (h), the CSP must terminate the relevant *telecommunications service*: [9.9.2 + new]
- (a) without any fees imposed for breaking the telecommunications service contract;
and
 - (b) within 5 [working days](#) of receiving the customer's notice.

Other requirements

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

Cannot affect other telecommunications services

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

8. ACCOUNT SUPPORT

Key objectives and chapter summary

Objectives

1. Customers can easily verify charges and [bills](#) related to their telecommunications products and services.
2. Customers are assisted with [account support](#) and billing enquiries in an effective and timely manner, regardless of the method of contact.
3. Customers have reasonable flexibility and choice in relation to payment methods.
4. Consumers in vulnerable circumstances (including those in financial hardship) receive appropriate support to assist them to stay connected.

Summary

This chapter sets out rules about:

- [account support](#) - charges, [bills](#), payments and [receipts](#).
- payment options.
- notifications.
- records.

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

8.1. Information about charges, billing and payments

Information about account support

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

- (a) account charges and [discounts](#); [\[5.1.1\(a\)\]](#)
- (b) the [bill](#) (if applicable), including: [\[5.1.1\(a\)\]](#)
 - (i) the terms and conditions of their bill; [\[5.1.1\(a\)\]](#)
 - (ii) the time they have to pay their bill; [\[5.1.2\(a\)\]](#)
 - (iii) the [bill media](#); [\[5.1.1\(b\)\]](#)
 - (iv) any billing options; [\[5.1.1\(c\)\]](#)

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

- (v) [billing period](#); [\[5.1.1\(d\),\(e\)\]](#)
- (vi) billing frequency; [\[5.1.1\(d\),\(e\)\]](#)
- (vii) interim billing or changes in a [billing period](#); [\[5.1.2\(c\)\(i\)\]](#)
- (viii) overdue [bill](#) processes, including late payment fees; and [\[updated 5.1.2\(c\)\(ii\)\]](#)
- (ix) their obligation to pay the [bill](#) by the due date; and [\[5.1.2\(b\)\]](#)

- (c) [receipts](#) (if applicable); **[new]**
- (d) charge periods (if applicable); **[new]**
- (e) payment options, including:
 - (i) payment methods; **[5.1.1(e)]**
 - (ii) payment charges; **[new]**
 - (iii) payment frequency options; **[new]**
 - (iv) the effect of part payment; and **[5.1.2(d)]**
 - (v) late payment fees (if applicable); **[new]**
 - (vi) methods used by the CSP for allocating amounts received; and **[5.1.2(d)]**
- (f) how the customers can verify their account is correct and consistent with: **[5.5.2]**
 - (i) the contracted charges and [discounts](#); and **[updated 5.5.2(a)]**
 - (ii) the [customer's telecommunications goods](#) and [services](#); and **[5.5.2(b)]**
- (g) any notice period required by the CSP to provide the customer with [itemised](#) charge details. **[5.5.5]**
- (h) [spend management tools](#) and [usage notifications](#), including information about: **[6.4.3]**
 - (i) how to obtain assistance to use [spend management tools](#); **[6.4.3(a)]**
 - (ii) the cost of any [spend management tools](#) offered by the CSP; **[6.4.3(b)]**
 - (iii) the approximate delay of any unbilled [usage information](#) provided, including [usage notifications](#); and **[6.4.3(c)]**
 - (iv) any usage types not covered in the unbilled [usage information](#), including [usage notifications](#), usage outside Australia, premium services, and other third-party charges. **[6.4.3(d)]**

8.2. Spend management and usage notifications

Spend management tools

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

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

Note: this may include the ability to add restrictions on access to more expensive telecommunications services, such as international calling.
 - (ii) the ability of customers to stop all or a component of a [telecommunications service](#) within a specified timeframe; **[6.4.4(b)]**

(iii) [shaping](#) broadband internet download speeds (e.g. when a usage threshold is reached); or [\[6.4.4\(g\)\]](#)

(iv) [hard caps](#); [\[6.4.4\(f\)\]](#)

(d) [pre-paid telecommunications services](#). [\[6.4.4\(e\)\]](#)

Note: pre-paid services with a balance triggered automatic top-up cannot be a spend management tool.

(e) any other *spend management tool* the CSP may choose to offer. [\[6.4.4\(h\)\]](#)

8.2.2. The spend management tool(s) provided by a CSP under 8.2.1 must be provided to the [customer](#) free of charge, with the exception of 8.2.1(d): [prepaid services](#).

8.2.3. A CSP must provide at least one *spend management tool* that does not depend on the customer's access to [data](#). [\[6.4.2\]](#)

Usage notifications

8.2.4. For residential customers, where a CSP is not using a [hard cap](#), [shaping](#) or equivalent measure, it must send [usage notifications](#). [\[updated 6.5.1\]](#)

8.2.5. *Usage notifications* must be free of charge. [\[6.5.1\]](#)

8.2.6. Clause 8.2.4 only applies to [offers](#) available on or after 1 March 2012. [\[6.5.1\(c\)\]](#)

8.2.7. A CSP is not required to send *usage notification* for international roaming. [\[6.5.8\]](#)

International roaming notifications

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

Timing of usage notifications

8.2.8. [Usage notifications](#) must be sent by a CSP no later than 48 hours after the [customer](#) has reached the following thresholds each month: [\[6.5.2\]](#)

(a) 50% of the expenditure and/or the [data](#) allowance that forms part of the *included value* in their plan (and if only one notification is sent by the CSP, then whichever threshold occurs first); [\[6.5.2\(a\)\]](#)

(b) 85% of the expenditure and/or the *data* allowance that forms part of the *included value* in their plan (and if only one notification is sent by the CSP, then whichever threshold occurs first); and [\[6.5.2\(b\)\]](#)

(c) 100% of the expenditure and/or the *data* allowance that forms part of the *included value* in their plan (and if only one notification is sent by the CSP, then whichever threshold occurs first). [\[6.5.2\(c\)\]](#)

Notification of additional charges

8.2.9. At the time of sending the [usage notification](#) prior to the 100% notification, a CSP must inform the residential [customer](#) (either as part of the notification or via an included link in the notification or separate from the notification): [\[6.5.3\]](#)

(a) of the charges applicable once 100% of the included value or [data](#) allowance has been used; [\[6.5.3\(a\)\]](#)

(b) that the information in the *usage notification* may be up to 48 hours old, or less as applicable; and [\[6.5.3\(b\)\]](#)

- (c) that the *usage notification* does not include calls or SMS to overseas or usage outside Australia. [6.5.3(c)]

8.2.10. For [offers](#) available before 1 January 2020, a CSP may send the notification referred to in cl. 8.2.8 either at the time of the 100% notification, or at the time of the notification before the 100% notification. [6.5.4]

Variations to usage notifications

- 8.2.11. A CSP will not be in breach of its [usage notification](#) obligations under this Code if it permits a residential [customer](#) to: [6.5.5]
- (a) opt-out of receiving all or some of the *usage notifications*; [6.5.5(a)]
 - (b) receive *usage notifications* at different usage points; and/or [6.5.5(c)]
 - (c) receive *usage notifications* via a different method. [6.5.5(d)]
- 8.2.12. If a residential [customer](#) chooses one of the options under cl. 8.2.11, a CSP must make a record of that residential customer's choice as described section 2.4. [6.5.5(e)]
- 8.2.13. A CSP must not: [6.5.5(e)]
- (a) encourage or require a residential customer to opt out of receiving all or some *usage notifications*; and [6.5.5(f)]
 - (b) penalise a residential customer if they choose not to opt out of *usage notifications*. [6.5.5(f)]

Allowable delays

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

8.3. Supplying a record of charges

Supplying a bill or receipt

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

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

- 8.3.2. A CSP will not breach cl. 8.3.1 where a [bill](#) or receipt is not supplied due to:
- (a) temporary system or processing problems or issues; [5.4.1(a)]

- (b) a force majeure event; or [5.4.1(b)]
- (c) for customer service purposes. [5.4.1(c)]

Note: customer service purposes include, for example, suppressing a [bill](#) when managing a deceased estate, or to protect the safety of an end-user affected by DFV, or when a complex [complaint](#) is ongoing, and a decision has been made to stop billing until it is [resolved](#).

8.4. Supplying a bill

Format of bill media

- 8.4.1. A [CSP](#) must issue [bills](#) in a [durable medium](#). [5.2.3]
- 8.4.2. A CSP must only issue a [bill](#) using [bill media](#) that the CSP has advised the [customer](#) about. [5.2]
- 8.4.3. If a CSP seeks to change [bill media](#), it must:
 - (a) provide the customer with notice of one [billing period](#) of the change(s); [new]
 - (b) advise customers of: [5.2.4]
 - (i) the proposed change(s) to the [bill media](#); and [5.2.4(a)]
 - (ii) any options open to the customer concerning the change(s). [5.2.4(b)]

Charges for bills

- 8.4.4. A CSP must inform a [customer](#) of any charge for a [bill](#), including: [5.2.4]
 - (a) the amount of the charge; and [5.2.4]
 - (b) the method of calculating the charge. [5.2.4]
- 8.4.5. If a CSP issues paper [bills](#), the CSP must waive any charge for the paper [bill](#) for [consumers in vulnerable circumstances](#), where their circumstances necessitate them being issued with a paper [bill](#). [new]

Note: an example of vulnerability may include customers with poor digital literacy skills or customers with accessibility requirements.

Bill content

- 8.4.6. The content of the [bill](#) must be in [plain language](#). [new]
- 8.4.7. Each [bill](#) must include: [5.3], [5.3.1]
 - (a) the [customer's billing name](#); [5.3.1(a)]
 - (b) the customer's [billing address](#); [5.3.1(a)]
 - (c) the CSP's trading name; [5.3.1(b)]
 - (d) the CSP's ACN and/or ABN; [5.3.1(b)]
 - (e) the [bill issue date](#); [5.3.1(c)]
 - (f) a sequential identification number (e.g. invoice number); [5.3.1(c)]
 - (g) the billing period; [5.3.1(d)]
 - (h) an account reference number (e.g. billing account number); [5.3.1(e)]
 - (i) a [customer billing reference](#) (if applicable); [5.3.1(f)]

Note: this is a unique reference to be used if paying online, which remains consistent on each bill. A CSP may change the customer reference from time to time when its circumstances require it (such as a change to its billing systems).

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

Note: see cl. 4.1.5 for further information.

- (t) contact details for the National Relay Service.

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

Bills for new products, features or services

- 8.4.8. A CSP must not release a new telecommunications good or service, except as part of a free trial, without having appropriate billing arrangements in place for that good or service. [5.3.2]
- 8.4.9. Clause 8.4.8 does not apply where, before a CSP provides or the [customer](#) accesses the new telecommunications good or service, the CSP: [5.3.2]
- (a) has agreed with the specific recipient *customer(s)* to provide them with customised or limited billing arrangements; and [5.3.2(a)]
 - (b) has informed the *customer(s)* of the details of the customised or limited billing arrangements. [5.3.2(b)]

8.5. Supplying a receipt

Format of receipt

- 8.5.1. Where a [receipt](#) is provided under 8.3.1, a [CSP](#) must issue the *receipt* in: [new]
- (a) a [durable medium](#): [new]
 - (b) a digitally accessible format (where applicable); and [new]
 - (c) in [plain language](#). [new]

8.6. Verifying charges

Charge verification

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

Notification of charges for one-off costs

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

Discounts and credits

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

Cost of an account support enquiry

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

Note: for example, a customer may agree to calls at a premium rate where they have opted to purchase concierge-type support.

Charge accuracy

- 8.6.6. A CSP must be able to verify and demonstrate [charge accuracy](#), except for inaccuracies caused by: [5.5.1]
- (a) the CSP's reliance on information provided by a person who is not its staff or agent; [updated 5.5.1(a)]
 - (b) an action or failure of another person who is not the CSP's staff or agent; or [updated 5.5.1(b)]
 - (c) an accident, mistake or any matter beyond the CSP's control, where the CSP took reasonable care and precautions to avoid the inaccuracy. [5.5.1(c)]

8.7. Timing

- 8.7.1. Where a [CSP](#) is required to issue a [bill](#) to a [customer](#), it must:
- (a) do so within 10 [working days](#) of the closure of the [billing period](#); and [5.4.1]
 - (b) provide customers with 10 *working days* to pay prior to attempting [direct debit](#). [new], [5.7.1(c)]
- Note: A CSP is not required to 'stack' the 10 working day periods, simply the bill must be issued within the set timeframe and the customer must be provided the set time to pay.*
- 8.7.2. Where a CSP is required to issue a [receipt](#) to a customer, it must do so within 48 hours of processing the payment. [new]

Allowable delays for timing

- 8.7.3. A CSP will not breach cls 8.7.1 and 8.7.2 due to delays because of:
- (a) temporary system or processing problems or issues; [5.4.1(a)]
 - (b) a *force majeure* event; or [5.4.1(b)]
 - (c) customer service purposes. [5.4.1(c)]
- 8.7.4. If a delay in issuing a [bill](#) extends beyond 10 *working days*, a CSP must allow the [customer](#) additional time to make their payment, equal to or greater than the duration of the delay. [5.4.1]

Timeliness for billed charges

- 8.7.5. A CSP must process [billed charges](#) in a timely manner, including: [5.4.2]
- (a) incorporating all charges relating to the current *billing period* into a [bill](#); [5.4.2(a)]
 - (b) informing the [customer](#) that some charges in a *bill* may relate to a previous *billing period*; and [5.4.2(b)]
 - (c) not billing for charges older than 160 days from the date the charge was incurred for that telecommunications service. [5.4.2(c)]

Allowable delays for billed charges

- 8.7.6. A CSP will not breach the *billed charges* requirements of cl. 8.7.5: [5.4.3]
- (a) where prior notice has been given to affected customers of: [5.4.3(a)]
 - (i) changes to the regulatory or legislative framework applicable to all CSPs; or [5.4.3(a)]
 - (ii) one-off network infrastructure changes; or [5.4.3(a)]
 - (b) due to delays because of a *force majeure* event. [5.4.3(b)]

8.8. Account record keeping

Availability of account records

- 8.8.1. A CSP must provide access to an *account record* related to a *customer's* telecommunications service (including for a *pre-paid service*): [5.2.5]
- (a) in a format that can be read and understood; and [5.2.5(b)]
 - (b) where requested, the record must include *itemised* details of all charges associated with the telecommunications service. [5.2.5(e)]
- 8.8.2. Clause 8.8.1 applies whether or not an *account record* was previously made available on a *bill*, a *receipt*, or in another medium. [5.2.5]
- 8.8.3. A CSP will not be in breach of *account record* keeping requirements where a record is not available because of: [new]
- *temporary system or processing problems or issues;*
 - *a force majeure event; or*
 - *account record information suppressed in accordance with another regulatory obligation or industry guidance. For example, it is not required that customers be able to access call records for certain DFV services or *emergency service numbers*.*
- 8.8.4. *Account records* must be retained for a minimum of 2 years after the *account record* is created. [updated 5.2.5(a)]

Cost of providing account records

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

8.9. Third party charges

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

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

8.10. Payments

Customer choice and control of payments

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

Payments and financial hardship

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

Verifying payment

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

Timeliness of payment processing

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

Allowable delays for payment processing

- 8.10.6. A CSP will not breach the payment processing requirements of cl. 8.10.5 due to delays because of: [\[5.6.4\]](#)

- (a) system or processing problems; [5.6.4(a)]
- (b) the CSP not receiving accurate, complete and timely information about payment for the telecommunications good or service; or [updated 5.6.4(b), updated from 'service']
- (c) a force majeure event. [5.6.4(c)]

8.11. Direct debit

Direct debits

8.11.1. A CSP offering direct debit as a payment facility for a telecommunications service must:

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

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

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

Note: This clause does not apply where a customer has actively opted out of notifications. See cl. 8.2.11.

A CSP will not be in breach of 8.11.2 if the CSP does not have a mobile number, email address or other digital contact method for the customer on record.

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

Failed direct debit payments

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

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

Remedies for direct debit errors

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

- (a) inform the customer of their right to a refund if an excess amount has been debited; and [new]

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

Note:

- (1) *an example of a remedy agreed with the customer is an agreement to add a credit balance on the customer account, to be used as payment on their next [bill](#) or charge.*
- (2) *this clause does not limit options. For example, if it is identified that a customer has been debited too much over a long period of time, it may be appropriate for a CSP to provide compensation.*

8.11.5. A [CSP](#) must not: [new]

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

Other appropriate action as agreed with the customer.

The customer has a right to a refund.

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

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

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

9. CREDIT MANAGEMENT, DEBT MANAGEMENT, AND DISCONNECTION

Key objectives and chapter summary

Objectives

1. Customers are given fair warning of any action to restrict, suspect or disconnect their services and have reasonable opportunity to avoid these actions.
2. Customers are given fair warning of any proposed credit or debt management activity and have reasonable opportunity to avoid these actions being taken.
3. Consumers in vulnerable circumstances (including those in financial hardship) receive appropriate support to assist them to stay connected.

Summary

This chapter sets out the [rules](#) about:

- restriction, suspension and disconnection, including protection from disconnection in certain circumstances.
- credit and debt management activity, and any referrals to debt collection agencies.
- remedies and processes required in defined circumstances.

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

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

9.1. Disconnection

Reconnection of disconnected services

- 9.1.1. Where a [customer](#)'s telecommunication service has been restricted, suspended or disconnected:
- (a) in error; or
 - (b) without the required notice in cl. 9.3;
- a [CSP](#) must, without [charge](#), reverse the [restriction](#), [suspension](#), or [disconnection](#) (unless otherwise agreed with the customer or where reconnection is not practical). **[new]**
- Note: not practical may include where network configuration makes reconnection impossible, where the customer is uncontactable, or where the specific telecommunications service is no longer available.*
- 9.1.2. In reaching an alternative agreement with the [customer](#) under cls. 9.1.1, a CSP must not: **[new]**
- (a) require a customer to agree to a specific alternative action to reconnection as a remedy; and **[new]**
 - (b) penalise a customer if they do not agree to a specific alternative action to reconnection as a remedy. **[new]**

Protecting consumers affected by a natural disaster from disconnection

- 9.1.3. Once a [CSP](#) becomes aware a [consumer](#) is affected by a natural disaster, it must make best efforts to protect the affected telecommunications service(s) from [disconnection](#) due to credit or debt management activity by the CSP. [new]

Protecting consumers affected by DFV from disconnection

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

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

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

Protecting a DFV-affected person's service from disconnection

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

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

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

9.2. Fair credit management

Credit management process

- 9.2.1. A [CSP](#) must ensure its credit management process treats customers with fairness, by: [new]
- (a) providing notification of potential credit management action ([restriction](#), [suspension](#) or [disconnection](#)) when a [customer](#) has not paid all or part of a [bill](#), in line with the credit management notification requirements described in cl. 9.3; [new]
 - (b) allowing for the reactivation of [telecommunication services](#) restricted, suspended or disconnected in error, subject to cl. 9.1.1; [new]
 - (c) not imposing credit management charges unless: [6.8.4]
 - (i) the charges are a reimbursement of the CSP's costs; [6.8.4]
 - (ii) the [customer](#) is advised of the amount or method of calculation of the charge; and [6.8.4]
 - (iii) its processes include a resolution process if a debt is sold in error; [6.9.3(b)]

- (d) not imposing a reconnection charge following a *restriction, suspension or disconnection* done in error or without the notice required in section 9.3; [updated 6.8.3]
- (e) ensuring that, where there is an active *complaint*:
Note: an active complaint is a complaint being actively investigated by the CSP, the TIO or a relevant recognised external dispute resolution body.
 - (i) no credit management action is taken in relation to charges that are the subject of that *complaint*; [6.8]
 - (ii) that the *customer* is advised of any credit management action that may be undertaken in relation to debts that are not the subject of the active *complaint*; and [updated 6.9.4]
 - (iii) where credit management action underway was paused while a *complaint* was managed, that the *customer* is notified of a resumption of the action in line with notification requirements in section 9.3; and [6.9.2]
- (f) taking steps to ensure that debts sold or assigned to third parties or listed with a credit reporting body do not include any specified disputed amounts that are the subject of an unresolved *complaint*. [6.9.3(a)]

Remedies

- 9.2.2. A *CSP* must address instances where a *customer* has not been treated with fairness, as described in cl. 9.2.1 by:
 - (a) reactivating the *telecommunication services* restricted, suspended or disconnected in error;
 - (b) reactivating the *telecommunication services* restricted, suspended or disconnected without the required notice period under section 9.3.
- 9.2.3. A *CSP* will not be in breach of cl. 9.2.2 if the *customer* does not wish to be reconnected, or if it is not possible to reconnect the service. [new]
Note: for example, when it takes a long time for the error to be identified, and the customer's number is no longer available.

9.3. Credit management notices

Restriction notices

- 9.3.1. Prior to restricting a *telecommunications service* for *credit management* reasons, a *CSP* must: [6.7]
 - (a) send the *customer* a written *restriction notice*; and [6.7], [6.7.2]
 - (b) provide at least 5 *working days*' notice of the *restriction*. [6.7.1]unless an exemption under cl. 9.3.8 applies. [6.7]
- 9.3.2. A *restriction notice* must contain: [6.7.3]
 - (a) the earliest date the *restriction* could occur; [6.7.3(a)]
 - (b) the date of issue (if issued by letter or email); and [6.7.3(b)]
 - (c) information about the potential consequences of non-payment of debt, including (if applicable): [6.7.4]

- (i) the impact of the *restriction* on their telecommunications service; [new]
- (ii) any ongoing or additional charges that will still apply whilst the telecommunications service is restricted; and [6.7.4(a)]
- (iii) any impacts the *restriction* may have on other services the *customer* has with the CSP. [6.7.4(c)]

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

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

Suspension notices

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

- (a) send a *customer* a written *suspension notice*; and [6.7], [6.7.2]
- (b) provide at least 5 *working days*' notice of the *suspension*, [6.7.1]

unless an exemption under cl. 9.3.8 applies. [6.7]

9.3.4. A suspension notice must contain: [6.7.3]

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

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

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

Disconnection notices

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

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

unless an exemption under cl. 9.3.8 applies. [\[6.7\]](#)

9.3.6. A [disconnection notice](#) must contain:

- (a) the earliest date the *disconnection* could occur; [\[6.7.3\(a\)\]](#)
- (b) the words "important notice – please read" or similar, [prominently displayed](#); [\[new\]](#)
- (c) the date of issue (if issued by letter or email); and [\[6.7.3\(b\)\]](#)
- (d) the potential consequences of non-payment of debt, including (if applicable): [\[6.7.5\]](#)
 - (i) the impact of the *disconnection* on their telecommunications service; [\[new\]](#)
 - (ii) that the *customer's telecommunications good or service* (and/or, where applicable, telephone number) may no longer be available after *disconnection* has occurred; [\[6.7.5\(a\)\]](#)
 - (iii) about any impacts the *disconnection* may have on other [telecommunications goods and services](#) the customer has with the CSP; [\[6.7.5\(b\)\]](#)
 - (iv) that the *customer's debt* may be disclosed to a debt collection agency, a debt buy-out service, and/or a credit reporting body; [\[updated 6.7.5\(c\)\]](#)
 - (v) that the debt may be passed to a debt collection agency and/or a debt buy-out service; [\[6.7.5\(e\)\]](#)
 - (vi) that the *customer's debt* may be added to the customer's credit file with a credit reporting body; and [\[6.7.5\(c\)\]](#)
 - (vii) that legal action may be taken to recover the unpaid debt. [\[6.7.5 \(f\)\]](#)

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

The information under cl. 9.3.6 (d) may be included in a link or direction about where to access the information where the notification medium does not allow the details to be included in the notification (for example, a CSP should not use links in a letter). [\[6.7.5\]](#)

9.3.7. A [disconnection](#) notice must be sent separately to a [bill](#). [\[6.7.5\]](#)

Financial hardship and credit management notice content

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

Exemptions to notice requirements

- 9.3.8. A [CSP](#) will not be in breach of their obligations under cls. 9.2.1(b), 9.3.1, 9.3.3, 9.3.5 where: [\[6.7.1\(a\)\]](#)
- (a) the CSP assesses that the customer or the account status presents an unacceptably high credit risk to the CSP; [\[6.7.1\(a\)\(i\)\]](#)
Note: High credit risk includes circumstances where there are sudden and excessively high charges added to the account during non-business hours, and immediate action needing to be taken to stop the usage causing the charges. The CSP may restrict the account to prevent an unusually high bill for the customer.
 - (b) the CSP reasonably suspects [fraud](#) or attempted fraud; or [\[6.7.1\(a\)\(ii\)\]](#)
 - (c) the telecommunications service has reached a [restriction point](#) nominated by the customer. [\[6.7.1\(a\)\(iii\)\]](#)

9.4. Review of credit management decision

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

9.5. Debt collection

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

Debt collection obligations

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

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

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

9.6. Disputed defaults

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

~~Disputed defaults, consumers affected by DFV~~

- 9.6.3. ~~Where a debt has been default listed and the customer's circumstances indicate DFV may be present, a CSP should consider the effect of DFV on the associated debt. Where it is identified by the CSP that the failure to pay was through no fault of the customer due to DFV: [\[new\]](#)~~
- ~~(a) the default should be considered as listed in error; and [\[new\]](#)~~
 - ~~(b) the CSP must use reasonable endeavours to inform the credit reporting body within 1 working day. [\[6.8.6\]](#)~~

~~Disputed defaults and DFV~~

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

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

10. CODE COMPLIANCE

Key objectives and chapter summary

Objectives

Consumers can have confidence that CSPs are demonstrating compliance with the Code.

Chapter summary

This chapter sets out the performance measurement framework for the Code. It covers:

- CSP registration requirements.
- Code compliance assessment processes and requirements:
 - self-assessment,
 - assessment by the independent compliance assessment body and auditor.
- Escalation and enforcement arrangements.

10.1. CSP registration

10.1.1. All [CSPs](#) that supply one or more active carriage services to consumers in Australia must:

- (a) register with Communications Alliance; and
- (b) register with the independent compliance monitoring body, [Communications Compliance](#),

within 4 weeks of beginning operations as a CSP, providing all required information and contact details. [10.1.1 & existing implied]

10.1.2. CSPs must keep registration details with both organisations up to date by notifying each of any changes within 4 weeks of those changes taking place. [10.1.1 + new as explicit]

10.2. Compliance self-assessment

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

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

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

10.3. Independent assessment of compliance by Communications Compliance – audit and assessment

10.3.1. [CSPs](#) must participate in the external audit and assessment process managed by [Communications Compliance](#), as outlined below.

10.3.2. CSPs must do all things reasonably necessary to assist *Communications Compliance* perform its functions. This includes complying with all directions and requests within specified timeframes. [10.7, 10.7.1a & c]

Compliance Assessment

[Communications Compliance](#) will undertake a [Compliance Assessment](#) of each registered CSP's *Compliance Assessment Report* that is lodged within the specified timeframe.

A valid *Compliance Assessment Report* must include the elements listed in this section. A key element of a *Compliance Assessment Report* is the information provided by CSPs in response to the *Compliance Assessment Questionnaire*. Importantly, a CSP's CEO or relevant senior executive must sign and self-attest to the veracity of the CSPs responses to the questionnaire and the content of the report.

The *Compliance Assessment Questionnaire* is developed by Communication Compliance after consultation with key stakeholders, including the ACMA and ACCAN. It is reviewed annually to ensure it addresses areas which are the focus of that year's compliance and education activities. These focus areas are determined after the consultation mentioned above and having regard to: TIO complaints data; the ACMA's annual compliance priorities; ACMA enforcement action; and findings from *Communications Compliance*'s own audit and assessment activities.

Communications Compliance assesses each valid *Compliance Assessment Report* and forms a view about the extent that the claims of Code compliance made by the CSP are [substantiated](#). This view may also have regard to information gained from other sources, including desktop audits of publicly available information and CSPs responses to follow-up questions.

Communications Compliance will inform the CSP of its view, including whether any remedial action is required. *Communications Compliance* will also provide public reporting on the outcomes of its annual *Compliance Assessment* process as set out in this Chapter.

Compliance Assessment Report: lodgement dates

10.3.3. [CSPs](#) must submit a [Compliance Assessment Report](#) to [Communications Compliance](#):

- (a) within 2 months of registering with *Communications Compliance*; and **[new]**
- (b) annually thereafter, by 1 September each year. **[10.8 updated]**

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

Compliance Assessment Report: contents

10.3.4. The [Compliance Assessment Report](#) must be completed in full, per Communication Compliance's instructions, to include:

- (a) a completed *Communications Compliance Assessment Questionnaire* for the current year (as directed by *Communications Compliance*);
- (b) any evidence or documentation requested as part of the questionnaire response or provided by the CSP to support its response;
- (c) a *Compliance Action Plan* (CAP) for any area that it has identified as partially compliant, or non-compliant; and [10.4 + 10.5]
- (d) a [Compliance Attestation](#) signed in line with cl. 10.4.6.

Note: Communications Compliance provides a CAP template for CSPs to use.

- 10.3.5. In completing the Compliance Assessment Questionnaire a CSP must self-assess as being compliant, partially compliant or non-compliant with each question.
- 10.3.6. The CSP's CEO or a senior executive must sign the Compliance Attestation to certify that the *Compliance Assessment Report* is, to the best of their knowledge, true and accurate, and to acknowledge, where relevant, any Compliance Action Plan(s).
[10.4.1, updated]
- 10.3.7. CSPs must cooperate with a request from Communication Compliance to provide any further information required for its assessment, as requested. [current, 10.9.1/10.6.7]

Compliance Assessment Reports with self-attestations of partial compliance

A CSP's Compliance Assessment Report is a snapshot of whether the CSP has systems and processes in place to support compliance at a particular point in time – the lodgement window. Because achieving a 'steady state' compliance outcome may not always be possible in the limited timeframe of the lodgement window, allowance is made for CSPs to self-attest to partial compliance with a subset of Code [rules](#). This recognises that the systems and processes used by CSPs to supply services and provide customer support are dynamic and continually evolving and that the achievement of mature compliance outcomes may not always align with the attestation window.

A Compliance Assessment Report that includes any instances of self-assessed partial compliance must also include a Compliance Action Plan (CAP) which sets out the pathway and timeframe committed to by the CSP to achieve compliance for those elements. In such circumstances (and where [Communications Compliance](#) has determined a status of [substantiated](#) except for the areas covered by the CAP), [Communications Compliance](#) will make a finding of [partially substantiated](#). This approach allows the compliance assessment process to proceed to a conclusion, with [Communications Compliance](#) undertaking on-going monitoring of the fulfilment of an Approved CAP until its conclusion.

In an analogous manner, if [Communications Compliance](#) identifies any areas where a CSP's claims of compliance are [not substantiated](#), it may issue a Direction to Remedy to the CSP requiring it to submit a [Remedial Compliance Action Plan](#) (RCAP). [Communications Compliance](#) will consider the CSP's proposed RCAP and approve it or seek variation. Once a plan is approved by [Communications Compliance](#) it becomes an Approved RCAP which will then be subject to monitoring and reporting obligations until its completion.

[Communications Compliance](#) may refer any CSP which does not cooperate or fulfil the commitments made in these compliance plans to the ACMA for consideration of further investigative and enforcement action.

Ad-hoc compliance assessments - material changes

- 10.3.8. A CSP must notify [Communications Compliance](#) within one month of any change to its services or operations that might materially and adversely affect its compliance with the Code. This notification must: [10.4.2, updated]
- (a) describe the change; and
 - (b) detail the actions taken/underway to assure Code compliance and the timeframe in which compliance will be achieved.

- 10.3.9. Communication Compliance will consider the reasonableness of the proposed compliance timeframe, having regard to all the circumstances, including possible consumer detriment. If directed, CSPs must cooperate with Communications Compliance towards earlier Code compliance timeframes or submitting a [Remedial Compliance Action Plan](#). [new as explicit]

10.4. Independent assessment of compliance – outcomes, actions

- 10.4.1. [Communications Compliance](#) will assess whether each [CSP](#) has systems, policies and processes in place to support compliance with the Code by assessing its [Compliance Assessment Report](#), and, as appropriate, conducting a desktop audit of material published on the CSP's website, or other relevant material.
- 10.4.2. Communications Compliance will provide written advice to each CSP about the outcome of its [Compliance Assessment](#). [new as explicit + parts of 10.5.1(a)]
- 10.4.3. Communications Compliance will determine and advise one of the following outcomes: [new terminology]
- (a) *Substantiated* – where Communications Compliance has determined that the CSP has, at the time of assessment, fully demonstrated that it has systems, policies and procedures in place to substantiate the claims in its *Compliance Assessment Report* that it fully meets all Code requirements examined in the audit.
 - (b) *Not substantiated* - where Communications Compliance has determined that the CSP has not demonstrated, in one or more areas that it has systems, policies and procedures in place to substantiate the claims about compliance in its *Compliance Assessment Report* and therefore it does not meet all Code requirements examined in the audit.
 - (c) *Partially substantiated* – where Communications Compliance has determined as an outcome of its *Compliance Assessment* that a CSP has demonstrated that it has systems, policies and procedures in place to substantiate the claims in its *Compliance Assessment Report* that it fully meets all Code requirements examined in the audit – with the exception of the areas of non-compliance identified in the *Compliance Action Plan* submitted as part of the CSP's *Compliance Assessment Report*.

Not substantiated

- 10.4.4. A [CSP](#) advised by [Communications Compliance](#) that the outcome of its [Compliance Assessment](#) is that the CSP has *not substantiated* its [Compliance Assessment Report](#) must comply with a [Direction to Remedy](#) from Communications Compliance to either: [10.5.1 + new]
- (a) provide a [Remedial Compliance Action Plan](#) (RCAP) to Communications Compliance within 30 days of receiving the assessment advice; or
 - (b) remedy the areas which led to the assessment of *not substantiated* within 30 days of receiving the Direction, or as otherwise agreed with Communications Compliance.

Note: A Direction to submit an RCAP will generally be required where a multi-step approach, requiring more time, is needed to address the issue(s). A CommCom Direction for identified issues that can be remedied quickly will require the issues to be addressed and a report provided to confirm completion.

- 10.4.5. The RCAP must be prepared using the template provided by [Communications Compliance](#), to include: **[new as explicit]**
- (a) details of each area which has not been [substantiated](#); and
 - (b) details of how each is being addressed; and
 - (c) the timeframe in which full compliance will be achieved.
- 10.4.6. Communication Compliance will consider the reasonableness of the proposed RCAP, including the proposed compliance timelines in the circumstances and will: **[new as explicit]**
- (a) approve the RCAP, in which case it becomes an Approved RCAP; or
 - (b) request adjustments to the timeframes proposed.
- 10.4.7. If directed, a CSP must cooperate with *Communications Compliance* towards earlier compliance timeframes.
- 10.4.8. Any subsequent adjustment to an *approved RCAP* must be agreed with *Communications Compliance*.
- Note: once agreed, the adjusted RCAP is considered an Approved RCAP.*
- 10.4.9. A CSP with an Approved RCAP must:
- (a) provide monthly RCAP Progress Reports to *Communications Compliance*, or on a different timeframe as directed; and
 - (b) achieve compliance within the timeframes set out in the RCAP or as other agreed with *Communications Compliance*.

Partially substantiated

- 10.4.10. If [Communications Compliance](#) determines that the outcome of a [Compliance Assessment](#) is that a *CSP* has *partially substantiated* its [Compliance Assessment Report](#) because it includes a Compliance Action Plan, *Communications Compliance* will notify the CSP and either:
- (a) approve the Compliance Action Plan (CAP) in which case it becomes an [Approved Compliance Action Plan](#) (Approved CAP); or
 - (b) request the CSP to submit an up dated CAP with adjustments to the actions or timeframes proposed.
- 10.4.11. Communication Compliance will consider the reasonableness of the timelines and actions in the re-submitted CAP and either:
- (a) approve the CAP in which case it becomes an Approved CAP; or
 - (b) direct the CSP to adjust the timeframes proposed in the re-submitted CAP.
- 10.4.12. If directed, a CSP must cooperate with [Communications Compliance](#) towards achieving the adjusted compliance timeframes.
- 10.4.13. Once agreed by *Communications Compliance*, the re-submitted CAP is considered an Approved CAP.
- 10.4.14. Any subsequent adjustment to an Approved CAP must be agreed with *Communications Compliance*.
- Note: once agreed by Communications Compliance, the adjusted CAP is considered an Approved CAP.*

10.4.15. A [CSP](#) must:

- (a) provide monthly CAP Progress Reports to [Communications Compliance](#), or on a different timeframe as directed; and
- (b) achieve compliance within the timeframes set out in the Approved CAP or as otherwise agreed with [Communications Compliance](#).

Compliance assessment process

A flow chart illustrating the [Communications Compliance](#) auditing, assessment and referral process is included at Appendix 1.

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

[10.5.1, broadened w new explicit escalation]

Failure to lodge

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

Failure to meet RCAP obligations

10.5.2. [Communications Compliance](#) will formally refer to the ACMA any CSP that does not:

- (a) meet requirements of an Approved CAP;
- (b) submit a CAP Progress Report within the required timeframe;
- (c) comply with a [Direction to Remedy](#) within the required timeframe (for example, fails to submit an RCAP within 30 days of a direction to do so);
- (d) submit an RCAP Progress Report within the required timeframe; or
- (e) meet requirements of an Approved RCAP.

Regulator assessment and enforcement

The ACMA will consider whether to investigate and commence enforcement action against a CSP referred to it by Communications Compliance under this Code in accordance with its Compliance and Enforcement Policy.

10.6. Records required to facilitate assessment

- 10.6.1. A [CSP](#) must keep records/data to facilitate assessment and reporting on compliance with the Code. [new + replacing 10.3]
- 10.6.2. A CSP must keep the records/data required in cl. 10.6.1 for 2 years (or longer, if required by other regulation, or by rules within this Code).
- 10.6.3. A CSP must be able to provide the relevant records to [Communications Compliance](#) or the ACMA on request.

Records – general guidance about details to be retained

Examples of records that may be requested in auditing include:

- evidence of training (including date, name/identifier of each participant, copies of training material)
- copies of policies/procedures or similar documentation
- descriptions of the operation of IT systems
- descriptions of the scope of business unit operations and practices, lines of accountability and escalation avenues and practices
- pre-sale material, sales scripts/digital flow information
- evidence of monitoring
- information about the CSP's annual compliance process
- contracts, Customer Information Statements and contract variation records
- other materials relevant to assessing a CSP's approach to complying with each individual Code rule.

10.7. Annual public reporting

Overall Code compliance indicators

10.7.1. [Communications Compliance](#) will publish on its website a list of: **[status quo]**

- (a) [CSPs](#) that have lodged a [Compliance Assessment Report](#) and for which a *Compliance Assessment* has been completed.
- (b) CSPs that have been the subject of formal enforcement action by the ACMA as a result of not having lodged a *Compliance Assessment with Communications Compliance*.

Annual report on Code compliance

10.7.2. [Communications Compliance](#) and Communications Alliance will jointly publish an Annual Report on Code Compliance, with all [compliance assessment](#) data to be provided independently by *Communications Compliance* except as clearly indicated. This will include:

- (a) a list of CSPs for which a *Compliance Assessment* has been completed;
- (b) a list of CSPs that have been the subject of formal enforcement action by the ACMA following a formal referral from *Communications Compliance*;
- (c) any recommendations for Code amendment (e.g. to address issues relating to unclear Code drafting or areas of the Code requiring updates).

10.7.3. The annual report on Code compliance will be published on Communications Alliance and Communication Compliance's website.

Note: The Annual Report is designed to provide public visibility of compliance actions under Chapter 10, including Communications Compliance directions, [Remedial Compliance Action Plans](#) and Compliance Action Plans.

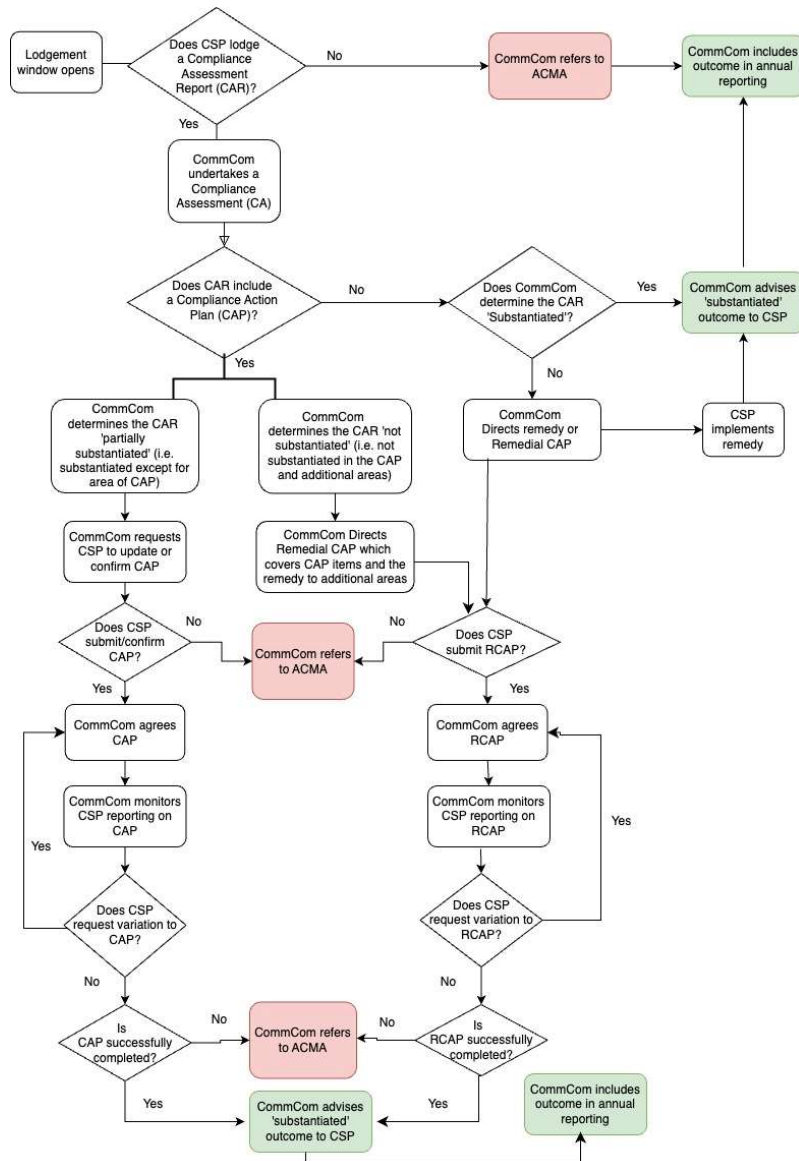
Participants

[placeholder pending final Code drafting]

DRAFT

Appendix 1:

Illustration of Communication Compliance's audit and assessment process



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

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

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

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



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