

## INDUSTRY CODE

C628:2025

## TELECOMMUNICATIONS CONSUMER PROTECTIONS



## **C628:2025 Telecommunications Consumer Protections Code**

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# Introduction

## What is the Telecommunications Consumer Protections Code?

This Telecommunications Consumer Protections Code (Code) is a set of binding industry rules that establish minimum standards for how telecommunications providers (referred to in the Code as “[carriage service providers](#)” or “CSPs”) must deal with their [consumers](#).

The object of the Code is to provide a clear, definitive and enforceable framework that ensures *consumers* are protected by appropriate safeguards. The Code has a particular emphasis on protecting *consumers* in difficult or vulnerable circumstances.

## Scope and overview

This Code outlines the obligations that apply to CSPs in their dealings with [residential](#) and small [business consumers](#) in Australia.

It sets out additional [customer](#) protection requirements for the interactions between 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.

The Australian Communications and Media Authority (ACMA) is responsible for enforcing this Code and has powers to investigate and act where it considers CSPs may have contravened the [rules](#) set out in it, 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](#).

**Additional monitoring of the Code is also conducted by [Communications Compliance](#).**

Further information for CSPs about the scope, application and administrative functions of this Code is included in Chapter 10.

## Information for consumers

The Code has been developed mostly for use by industry and so some of the terms and concepts in it are technical. However, this section explains what the Code means for you as a *consumer* and directs you to those parts of the Code where you can find more detailed information.

More information about your rights as a *consumer* under the Code is also available from the [website](#) of the Australian Telecommunications Alliance.

## What are your rights under the Code?

The Code requires CSPs to put the needs and circumstances of each *consumer* at the centre of how they interact with them. This starts from the time services are first advertised, then later during the sales process and continues throughout a *consumer's* time with a CSP up until final termination of a service or transfer to a different provider.

The Code is aimed at ensuring that *consumers* are supplied with products or services that are suited to their needs, within their budgets, and if problems arise in the future that these are resolved carefully, sensitively and appropriately. If this does not occur, the Code provides enforceable remedies to ensure that the CSP properly redresses any harm it has caused.

The Code recognises that voice and data services are essential services in the everyday lives of consumers. This means that, if payment problems arise, a CSP must only disconnect [telecommunications services](#) as a last resort and after it has taken steps to notify the customer of the problem and tried to work with them to resolve it.

### **How the Code works alongside other industry rules**

The Code is important but it is just one of a considerable number of regulations and rules that protect you. This includes enforceable standards that deal with specific issues such as how complaints in relation to telecommunications are handled and how CSPs must deal with customers in [financial hardship](#).

Where it is helpful to do so, the Code sometimes refers to these other rules so that you know where to find them. More information on the other consumer protection rules that apply in telecommunications is available from the ACMA website.

Customers also have the protection of the [Australian Consumer Law](#) (ACL). More information on the ACL is available from the [website](#) of the Australian Competition and Consumer Commission (ACCC).

### **How to a raise a complaint**

If you think that a CSP has not met the requirements of this Code, then you have a number of options.

- Firstly, you should contact your CSP. The CSP will acknowledge your complaint and work with you to resolve your concerns.
- If you're not happy with the response you receive from your CSP, you can lodge a complaint with the [Telecommunications Industry Ombudsman \(TIO\)](#). The TIO is a free and independent service that helps to resolve disputes. More information on the TIO is available [here](#).
- Finally, if your concern involves compliance with general consumer law, you can refer the matter to your state or territory consumer protection agency. More information on the relevant agency is available, [here](#). You can also raise issues with the ACCC, although they do not resolve individual complaints.

### **How the Code will evolve**

The telecommunications market is dynamic and ever-changing. This means that the Code also needs to continually be revisited and moulded to fit this changing world.

The ATA and the ACMA will consult annually on the Code to test that it's doing its job. If you have thoughts about how it can be improved, the ATA would welcome you providing feedback.

## How the Code applies to your experience as a consumer

In this section, we explain some of the important rules set out in this Code that protect you. Code references are included in this section to help you find more information if you need it.

### 1. How we talk to you

- The Code sets out rules for how [CSPs](#) advertise and promote their services. A CSP must communicate with you in a clear and accurate way and in [plain language](#) (cl. 3.1.1). This includes any advertising (cl. 4.3.1).
- A CSP's staff need to be trained to deal with you in a way that is courteous and fair, and which helps you to understand what the CSP is offering (cl. 3.1.3). This means that CSPs can't hide important information in the fine print of their advertising (cl. 4.3.2). Special rules also apply if a CSP uses terms like "caps", "free" and "unlimited" in advertising as well as how they talk about mobile coverage and broadband speeds (cl. 4.3.3).
- CSPs must also make sure that you have access to interpretation and accessibility services, if you need them (cl. 3.1.4, 3.1.5).

### 2. How we sell you products and services

- The Code requires [CSPs](#) to sell services and products responsibly (cl. 5.1.1) and in a fair and accurate way (cl. 5.1.2). This includes thinking about the kinds of [customer](#) requirements that each product or service would best suit and making sure that information is available to help you understand whether a product is well-suited to your needs (cl. 4.2.1).
- Important features of each service need to be explained in clear, [plain language](#) product summaries that are made available prior to sale (cls. 4.1, 5.1.9). These summaries are known as a [Critical Information Summary](#) (CIS) and must be free and include information about the service as well as any minimum regular payments you would need to make or any other costs that might arise if you terminate early.
- As well as the product summary, a CSP needs to make available a standard agreement which includes the terms and conditions of supply (cl. 4.4.1). CSPs also need to make information available about how you can manage your usage and spending and other important things like post-sale support, payment options, late payment or termination costs and any mobile roaming options and costs (cl. 4.4.5).
- Before you buy a mobile service, a CSP must offer to check whether you will get mobile network coverage where you need it. This applies whether you're buying in store or online – but not if you're picking up a [pre-paid](#) SIM pack (so remember to check this yourself). If the coverage is not suitable, CSPs must provide remedies for instances where mobile coverage does not meet your expectations (cl. 5.1.20).
- You should always be informed, up-front, if a salesperson is being paid a commission or an incentive (cl. 5.1.13).

### 3. How we manage our relationship with you

- CSPs have to make sure that enquiries from you are handled in a timely and effective way (cl. 6.1.5) and must provide at least one option to let you communicate with them in “real time” during business hours (e.g. through a call centre or a ‘live chat’) (cl. 6.1.2). They also have to make information available to you in different ways, and in ways that are appropriate in the circumstances (cl. 6.1.9).
- CSPs must make sure you have information about your account, what you’ve spent and your payments. They must also send you notifications to remind you about a range of important issues (cls. 7.1, 7.2, 7.3, 7.4).
- A CSP must offer you at least two [fee-free](#) ways to pay them (cl. 7.10.1). If you’re paying by [direct debit](#), you must be reminded about upcoming payments, given some flexibility around payment dates, and be able to easily cancel and have your [direct debit](#) cancellation request processed within 3 [working days](#). (cls. 7.10.3, 7.11.1)]
- You can ask for information about your contract with your CSP at any time. The CSP also needs to keep a record of their interactions with you so that they can show that they complied with the Code (cls. 5.3.4, 6.1.7, 7.8.1). You are entitled to ask for a copy of these records at any time up to 2 years after ending your contract (cl. 5.3.5, 6.1.7).
- Your CSP also can’t vary the terms of their contract with you unless they have given you at least 20 *working days*’ notice (cl. 6.2.2).

### 4. How we resolve issues

- If a CSP mis-sells a good or service, in breach of the Code, then you are entitled to be put back into the position you were in before the sale. This might include a full refund, termination of the contract (at no cost) or taking other steps agreed with you (cl. 5.1.16). A CSP can’t force you to accept their preferred resolution and must try to tailor a solution to your needs, circumstances and the harm that has been experienced (cls. 5.1.17, 5.1.18).
- If you aren’t satisfied with the mobile coverage you get with a mobile service during the first 30 days after a purchase, a CSP must allow you to cancel your mobile services contract. If you also bought a mobile handset from them, you must either be allowed to return that too (in its original packaging and in good working order ‘) for a full refund or to be allowed to keep paying for the handset over time - allowing you to use it on another network where you have changed provider (cl. 5.1.20).

### 5. Customers experiencing financial hardship or circumstances of vulnerability

- [Telecommunications goods](#) and [services](#) can be complex and expensive, with some contracts requiring regular payments for services or equipment over a long time. The Code recognises that this can create problems for [consumers in vulnerable circumstances](#), and that circumstances can change over time. There are requirements throughout the Code for [CSPs](#) to sensitively consider and manage [financial hardship](#) and other circumstances of vulnerability (cl. 3.2.1). This includes rules around CSPs helping [consumers](#) to find goods and services that meet your needs and circumstances, including *consumers* with disabilities (cl. 4.4.3) and requirements for CSPs to help to refer you to financial hardship processes or external services, where this may be helpful (cl. 3.2.1).
- You may want or need help to communicate with your CSP. The Code requires CSPs to let you ask someone to help you. You can either ask an [advocate](#) to help you (cl. 3.4), or appoint an [authorised representative](#) to act on your behalf (cl. 3.3).
- If you have been sold a product or service which wasn’t suitable due to circumstances of vulnerability, then your CSP must allow you to cancel your mobile services contract. If you also bought a mobile handset from them, you must either be allowed to return that too (in its original packaging and in good working order for a full refund, or to

be allowed to keep paying for the handset over time – allowing you to use it on another network where you have changed provider (cl. 5.1.21).

## 6. Helping to prevent and manage payment problems

- The Code is focused on trying to prevent [consumers](#) from being sold goods or services that they can't afford. One of the ways it looks to do this is by requiring that [CSPs](#) ask you questions to help work out what you can afford. If what you want to buy can end up with you needing to make future payments to them worth more than \$300, they must do an external credit check (cl. 5.2.1). For new [business customers](#), a check needs to be undertaken if the transaction results in a debt of more than \$2,000 (cl. 5.2.4).
- If your credit check is declined, the [CSP](#) needs to explain that this has happened and offer you any alternative products or services it offers that might better suit your budget (cl. 5.2.14).
- If you experience problems with payment, the Code sets out the ways that a [CSP](#) must fairly treat you (cl. 8.2.1), including to help you with financial hardship options, if applicable.
- Finally, the Code helps you to keep connected, requiring that any [disconnection](#) of your service is a last resort and can only occur after your [CSP](#) has first taken other steps to notify you of the payment or credit issue and has tried to work with you to resolve it. You have a right to a minimum of 20 [working days](#)' notice before [disconnection](#) (cl. 8.3).

## 7. Changing or ending your relationship with a CSP

- If you want to change or terminate your contract, including when you want to move to a new provider, your old [CSP](#) needs to explain what this will mean for you, including how it may impact other services or products that you have with them as well as any cancellation fee or other costs (cl. 6.2.1).
- A [CSP](#) that is encouraging you to move away from your existing provider must explain that it may result in a cancellation fee and keep you informed about the transfer process (including any outage of your old service) (cls. 6.3.6, 6.3.11).

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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
- linked to their complete definitions the first time they are used in each clause or section.

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

### 1.2. Definitions

In this Code:

#### **Act**

means the *Telecommunications Act 1997* (Cth).

#### **Account support**

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

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

#### **Account support enquiry**

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

#### **Account record**

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.

#### **Active complaint**

means a complaint being actively investigated by the [CSP](#), the [TIO](#) or a relevant recognised external dispute resolution body.

**Advocate**

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)**

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

**Approved Remedial Compliance Action Plan (Approved RCAP)**

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 over live chat).

**Australian Consumer Law (ACL)**

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

**Authorised estate representative**

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: This may include, a listed [authorised representative](#) or an [unlisted authorised representative](#), including, but not limited to 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**

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**

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**

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

**Billing address**

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**

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

**Bundled**

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

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

**Business consumer**

means a business or non-profit organisation which:

- (a) acquires or may acquire one or more [telecommunications goods](#) and [services](#) which are not for resale; and
- (b) at the time it enters the [customer contract](#),
  - (i) does not have a genuine and reasonable opportunity to negotiate the terms of the [customer contract](#); and
  - (ii) has or will have an annual spend with the provider which is, or is estimated on reasonable grounds by the provider to be, no greater than \$40,000; and
  - (iii) has annual turnover estimated to be less than \$3,000,000; and
  - (iv) has no more than 20 full-time equivalent employees.

**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**

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

**Charge period**

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

**Communications Compliance**

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

**Commencement Date**

has the meaning given in cl. 10.1.5.

**Community languages**

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

- (a) the [CSP's](#) specific customer base;
- (b) the CSP's target demographic; or
- (c) 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 Action Plan (CAP)**

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**

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**

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**

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 Assessment Report**

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**

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**

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

### **Consumer**

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**

means a [consumer](#) who is experiencing circumstances that may permanently or temporarily negatively affect their use of a [telecommunications service](#). This may be due, but is 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 (e.g. a merger or demerger), 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**

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**

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 management notices**

means a [first notice](#), [second notice](#) or third (disconnection) notice.

### **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*.

### **Customer**

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

When the context requires it, a reference to a [customer](#) includes a reference to the *customer's* [authorised representative](#).

**Customer Contract**

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**

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.

**Delayed Commencement Date**

has the meaning given in cl. 10.1.6.

**Direct Debit**

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**

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](#).

**Discount**

means a reduction in the [charge](#).

**Domestic and family violence (DFV)**

has the meaning given in the *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025*.

**Durable medium**

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**

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**

means free from *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**

has the meaning given in the *Financial Hardship Standard*.

**Financial Hardship Standard**

means the *Telecommunications (Financial Hardship) Industry Standard 2024*.

**First notice**

means a notice informing a *customer* that their *bill* has not been paid and that any applicable *telecommunication services* may be restricted due to *credit management* under cl. 8.3.

**Fixed charge telecommunications service**

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, cyber-attack, cyber disruption event 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*.

**Gaining CSP**

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

**Generally available network coverage**

means the information on a *CSP*'s website describing its mobile network coverage.

*Note: This may include coverage maps or diagrams, with information about coverage in different scenarios (outdoor/external antenna, 4G/5G, etc.). 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.

**Inclusive**

means products, services and systems and forms of communication that are developed by a [CSP](#) in order to be used or understood as broadly as possible regardless of a person's age, ability or circumstances.

**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 cater to the needs of a diverse 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.

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](#).

**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**

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**

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**

has the meaning given 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*.

**Natural disaster**

means an emergency event within Australia (such as a fire, flood, storm, cyclone or an earthquake) that causes widespread disruption to a community.

**Not substantiated**

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**

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

**Partially 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 – 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**

means the price for a telecommunications [offer](#) over a defined billing, charging period or recharge validity 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 pre-paid 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**

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**

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

**Pre-paid**

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 [emergency service numbers](#) and calls to 1800 numbers.*

**Privacy Act**

means the *Privacy Act 1988 (Cth)*.

**Prominently displayed**

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

**Protected number**

means a telephone number which is any of the following:

- (a) an [emergency service number](#);
- (b) support telephone numbers, as defined in the *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025*;
- (c) Lifeline on 131114; or
- (d) a telephone number that a [CSP](#) makes available for its customers to contact that CSP.

**Protected period**

means any of the following:

- (a) a national public holiday, being a day on which a public holiday is declared by all States and Territories in Australia;
- (b) a [natural disaster](#) which is occurring in the area of the customer's [billing address](#).

**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. *Reasonable assistance* includes support for sales, [account support](#), and [credit management](#).

**Receipt**

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. 10.2.1.

**Remedial Compliance Action Plan (RCAP)**

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**

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**

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

**Restriction point**

means the threshold at which a [restriction](#) is to occur.

**Rights of use (ROU) holder**

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

**Rules**

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

**Sales staff**

means a person engaged primarily to sell or promote [telecommunications goods](#) and/or [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.*

**Second Delayed Commencement Date**

has the meaning given in cl. 10.1.7.

**Second notice**

means a notice informing a [customer](#) that their [bill](#) has not been paid and that any applicable [telecommunication services](#) may be suspended due to [credit management](#) under cl. 8.3.

**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**

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 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 [telecommunications service](#) to another [CSP's](#) mobile [telecommunications 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.

**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**

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

**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 Industry Ombudsman (TIO)**

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

**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 (disconnection) notice**

means a notice informing a [customer](#) that their [bill](#) remains unpaid and *telecommunications service* will be disconnected due to [credit management](#) under cl. 8.3.

**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.

**Transfer**

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

**Usage information**

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

**Usage notifications**

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.

**Unlisted authorised representative**

has the meaning given in the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022.

**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**

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

Acronym	Meaning
ABN	Australian Business Number
ACN	Australian Company Number
ACCAN	Australian Communications Consumer Action Network
<b>ACCC</b>	Australian Competition and Consumer Commission
<b>ACMA</b>	Australian Communications and Media Authority
ACL	Australian Consumer Law
<b>ASIC</b>	Australian Securities and Investments Commission
<b>CIS</b>	critical information summary
<b>CAP</b>	compliance action plan
<b>CSP</b>	carriage service provider
<b>DFV</b>	domestic and family violence
<b>GARI</b>	Global Accessibility Reporting Initiative
<b>GB</b>	Gigabyte
<b>MNO</b>	mobile network operator
<b>NBN</b>	National Broadband Network
<b>NCCP</b>	National Consumer Credit Protection Act 2009
<b>NRS</b>	National Relay Service
<b>RCAP</b>	remedial compliance action plan
<b>ROU</b>	rights of use
<b>SMS</b>	short message service
<b>SFOA</b>	standard form of agreement
<b>TIO</b>	Telecommunications Industry Ombudsman
<b>WCAG</b>	Web Content Accessibility Guidelines

## 2. 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 this 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 identify and 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](#) in line with the objectives and [rules](#) in each chapter of this Code, including [consumers in vulnerable circumstances](#).

This chapter should be read in conjunction with all other chapters in this Code.

### **2.1. Organisational Culture**

#### ***Organisational culture***

- 2.1.1. A [CSP](#) must support and promote an organisational culture of compliance with the Code.
- 2.1.2. 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.

### **2.2. Policies, supporting materials, and training**

#### ***Policies and supporting materials***

- 2.2.1. A [CSP](#) must have and implement internal policies and supporting materials to ensure that it meets the objectives and complies with the requirements of this Code.

**Staff training: company-wide**

2.2.2. A [CSP](#) must provide company-wide staff training on this Code, including awareness of:

- (a) the scope of this Code;
- (b) the objectives and overarching requirements for providing support for [consumers in vulnerable circumstances](#);
- (c) First Nations' history, language, and culture;

*Note: guidance on minimum content requirement to meet this requirement is available at: [insert link when updates are made at registration](#).*

- (d) responsible selling practices; and
- (e) suitability of *telecommunications goods and services* identified in compliance with cl. 4.2.1; and
- (f) the requirement under this Code and the ACL to interact with [consumers](#) courteously and in a fair and accurate manner.

2.2.3. A CSP must ensure that company-wide staff training occurs:

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

*Note: see also cl. 2.2.13: 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 the Code requirements. This will reduce 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 language](#) 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**

2.2.4. As well as company-wide training, a [CSP](#) must provide appropriately tailored training to suit the specific roles and responsibilities of *customer-facing staff* and their managers, including:

- (a) identifying and supporting *consumer* needs;

- (b) [account support](#); and
  - (c) suitability criteria of [telecommunications goods](#) and [services](#) identified in compliance with cl. 4.2.1 and need-based conversations in cl. 5.1.10.
- 2.2.5. A CSP must, at a minimum, provide the following training to all staff who can process a sale for a [consumer](#):
- (a) responsible selling, including to [consumers in vulnerable circumstances](#); and
  - (b) facilitating [credit assessments](#) to be conducted in accordance with cl. 5.2.
- 2.2.6. A CSP must, at a minimum, provide [credit management](#), debt management and [disconnection](#) training to collections, debt management and [credit management](#) staff as well as staff in other roles likely to deal with debt issues (e.g. sales, [fraud](#), privacy, and escalated complaints management).
- 2.2.7. A CSP must ensure that all staff training is tailored to the CSP's structure, size, target *customer* base, and physical and geographical reach. CSPs must be able to demonstrate that they have considered these variables when determining what training is required for each role.
- 2.2.8. A CSP must ensure that *customer*-facing staff training occurs:
- (a) at induction to a role; and
  - (b) as an annual refresher.
- Note: see also cl. 2.2.13: staff training updates.*
- 2.2.9. A CSP must ensure that no *customer*-facing staff begins to sell goods or services to any *customer* until after the training under cl. 2.2.4 has been satisfactorily completed.

#### **Staff training records and assessment**

- 2.2.10. A [CSP](#) must include assessments as part of the training to *customer*-facing staff required under cl. 2.2.4 to ensure that all *customer*-facing staff understand their obligations to support compliance with the Code. The assessment must be against a score or other metric that identifies whether *customer*-facing staff understand their obligations to comply with this Code.
- 2.2.11. A CSP must ensure that *customer*-facing staff achieve a 100% pass rate in accordance with cl 2.2.10 before they can carry out *customer*-facing duties (including sales or promotion activities).
- 2.2.12. A CSP must maintain records of completion of the training, and results of training assessments in accordance with cl 10.4.1.

#### **Staff training: updates**

- 2.2.13. 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.
- 2.2.14. A CSP must review the effectiveness of training associated with the Code compliance at least annually and train staff on relevant changes as required.

### **Monitoring code compliance and addressing issues**

2.2.15. A **CSP** must monitor for compliance with this Code, including:

- (a) interactions with **customers**, to assess whether staff are proactively identifying **consumers'** needs and circumstances;
- (b) the conduct of staff, including to assess whether staff are selling responsibly and respectfully (including maintaining a safe and professional workplace, not engaging in misleading or harassing behaviour);
- (c) compliance with sales incentive policies;
- (d) **complaints** about the sales conduct of its **sales staff** to identify possible instances of inappropriate selling; and
- (e) **complaints** about inaccurate or misleading information that the **customer** has relied on when making a purchasing decision, including in advertising.

2.2.16. A **CSP** must address issues identified as part of its monitoring activity in cl. 2.2.15, including by:

- (a) imposing negative, appropriate consequences for staff who engage in misleading conduct, or are otherwise identified as not selling responsibly and respectfully; and  
*Note: For example, as relevant to the case-in-hand, this may include, staff being ineligible for any bonus or any incentive payments for the financial or calendar year when the mis-selling occurred, incentive payments or rewards being clawed back if mis-selling is identified after a commission has been paid; re-training; loss of future benefits, including future sales incentives; HR performance management. See also cls. 5.1.6, 5.1.7.*
- (b) requiring staff identified as failing to comply with this Code to repeat relevant company-wide training or tailored training for **customer**-facing staff before staff can carry out an **assisted sale** or other **customer**-facing duties; and
- (c) correcting inaccurate information in advertising or elsewhere, as soon as practicable.  
*Note: a practicable timeframe under (c) 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**

2.2.17. A **CSP** must:

- (a) monitor average wait times experienced by **customers** when trying to communicate with a **CSP** about a **customer** service enquiry; and
- (b) keep the average wait times to a minimum, in the circumstances.

2.2.18. A **CSP** must:

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

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

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

2.2.20. A CSP must develop and implement a process to monitor compliance with cls. 2.2.17 to 2.2.19, which includes:

- (a) how it measures first contact resolution and wait times for its *customer* base and service channels;
- (b) how it obtains *customer* feedback; and
- (c) details of its monitoring and review mechanisms and timeframes.

*Note: See also record keeping, cl. 10.4.*

## **2.3. Promoting the Code**

2.3.1. A [CSP](#) must promote awareness of this Code to [consumers](#).

*Note: A CSP may achieve this through the sharing the Introduction to this Code or the ATA's plain-language consumer brochure that explains the key consumer safeguards covered by the Code, or equivalent branded material.*

### 3. 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 2 for policy, supporting material, training, and compliance monitoring requirements.

#### **3.1. Communicating with consumers**

##### ***Clear and effective communication***

3.1.1. A [CSP](#) must communicate with [consumers](#):

- (a) in [plain language](#);
- (b) in a clear and accurate manner;
- (c) in a way that is [inclusive](#) and appropriate to the *consumers'* needs and circumstances, including for [consumers in vulnerable circumstances](#).
- (d) in a digitally accessible format (where applicable).

*Note: see cl. 3.1.8.*

3.1.2. 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.

3.1.3. A CSP must ensure staff who deal directly with *consumers* are trained in accordance with cl. 2.2.4 and are otherwise resourced to:

- (a) assist and support *consumer* enquires, including those identified as *consumers in vulnerable circumstances*;
- (b) have a discussion with the *consumer* about their needs, using the criteria set out in cl. 4.2.1;
- (c) assist *consumers* with understanding their [telecommunications goods](#) and [services](#); and

- (d) interact with *consumers* courteously and fairly.

**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: <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**

- 3.1.4. A *CSP* must ensure that its *customer*-facing staff are able to communicate effectively with *consumers* in the *CSP*'s primary language of operation.
- 3.1.5. A *CSP* must make the following information available to the public at no cost, including on its website, located with the *CSP*'s contact information:

- (a) the contact details of an interpreter service, displayed in at least 5 *community languages*;

*Note: See breakout box below for an example of how this information might be displayed. This clause does not limit how many languages might be available through a referenced interpreter service, or suggest that the CSP must directly provide or fund interpreter services.*

- (b) contact details for the National Relay Service; and
- (c) information about translation tools or services that a *consumer* may use to translate key information.

*Note: The requirements in cls. 3.1.5(a) and 3.1.5(b) are in addition to the requirements to publish contact details of interpreter services and the National Relay Service on the [CIS](#) (see cl. 4.1.8) and on the [bill](#) (see cl. 7.4.7).*



### **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)

3.1.6. 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 [offer](#) in that language, at no cost to the *consumer*.

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

### **Digital accessibility**

3.1.8. 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).

#### **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 1992](#) (Cth), and guidance published on the Human Rights Commission's website, including [Guidelines on equal access to digital goods and services](#).

## **3.2. Consideration of consumer circumstances and needs**

### **Supporting consumers in vulnerable circumstances**

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

- (a) assisting [consumers](#) to self-identify as experiencing vulnerability;

- (b) developing and implementing processes to proactively identify *consumers in vulnerable circumstances*; and
- (c) ensuring staff who deal directly with *consumers* are trained and resourced to:
  - (i) identify *consumers* telecommunications needs;
  - (ii) identify *consumers in vulnerable circumstances*;
  - (iii) advise *consumers* about any [offers](#) the CSP has that may suit identified needs or circumstances having regard to suitability criteria in cl.4.2.1; and
  - (iv) offer to refer *consumers* to relevant external services, where further assistance may be beneficial.

*Note: such as support organisations or helplines.*

#### **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**

- 3.2.2. Where a particular need or circumstance has been identified (as described in cl. 3.2.1), a [CSP](#) must, as applicable:
- (a) advise the [consumer](#) of any [offers](#) it has that may suit their identified needs or circumstances in accordance with cl. 5.1.12. This must include providing information about lower-cost options offered by the CSP, where appropriate; and
  - (b) assist the *consumer* to access further information about its *telecommunications goods and services* that may suit specific disclosed needs or circumstances in accordance with cl. 5.1.12.

### **3.3. Authorised representatives**

- 3.3.1. A [CSP](#) must:
- (a) ensure that a [customer](#) can appoint an [authorised representative](#) to act on their behalf, if the *customer* requires;
  - (b) provide *customers* with access to information about how to appoint an *authorised representative*;
  - (c) ensure that the process to appoint an *authorised representative* is straightforward; and
  - (d) advise the *customer* of the level of authorisation granted.
- 3.3.2. Before accepting a person as a *customer’s authorised representative*, a CSP must:
- (a) obtain the *customer’s* authority, through:
    - (i) an appropriate form of authority such as a letter of authorisation; or
    - (ii) a copy of the relevant power of attorney; or

- (iii) another form of authorisation as may be reasonably required by the *CSP*; and
  - (b) keep a record of the circumstances and when the *authorised representative* was appointed by the *customer*; and
  - (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*.
- 3.3.3. Where a *CSP* has accepted the appointment of an *authorised representative* under cl. 3.3.2, a *CSP* must deal with that *authorised representative* to the extent of that *authorised representative's* authority.

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.

#### **Authorised representatives**

Further information on [authorised representatives](#) can be found in the ATA Guidance G677: Authorised Representatives and Advocates.

Further requirements about *authorised representatives* can be found in the [Customer ID Authentication Determination](#).

### **3.4. Advocates**

- 3.4.1. A *CSP* must make it easy for [consumers](#) to communicate with it using an [advocate](#).
- 3.4.2. 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).
- 3.4.3. 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](#).

#### **Advocates**

Further information on [advocates](#) can be found in the ATA Guidance G677: Authorised Representatives and Advocates.

### **3.5. Managing a customer's death**

- 3.5.1. A *CSP* must develop and implement processes 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 or closure of the deceased *customer's* account in accordance with the *Authorised Estate Representative's* instructions.
- 3.5.2. To facilitate the outcomes outlined in cl. 3.5.1, a *CSP* must:

- (a) make [plain language](#) information publicly available about how to access bereavement assistance; and
- (b) ensure staff engaging with the *Authorised Estate Representative* are appropriately skilled and trained to fulfil the processes referenced in cl. 3.5.1.

### 3.6. Tools for preventing unauthorised account access

- 3.6.1. 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;
  - (b) how to obtain assistance to use those tools.
- 3.6.2. Where a CSP offers tools to prevent unauthorised account access at a cost, the cost must be clearly disclosed.

#### ***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 *telecommunications 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](#).

### 3.7. Retention of personal information

- 3.7.1. Even if a [CSP](#) is not required to comply with the Australian Privacy Principles contained in the [Privacy Act](#), it must nonetheless take all reasonable steps to ensure that a [consumer's](#) personal information is protected from misuse, interference, loss, unauthorised use, or disclosure. Reasonable steps include:
  - (a) having procedures for storing [customer's](#) personal information in its possession;
  - (b) having procedures to keep its *customer's* personal information in its possession secure;
  - (c) restricting access to *customer's* personal information to personnel who are authorised by the *CSP*;
  - (d) having systems and/or procedures in place for detecting unauthorised access;
  - (e) having a data breach response plan; and
  - (f) ensuring its staff understand that they may face disciplinary action if they breach the *CSPs* privacy procedures.

- 3.7.2. Even if a CSP is not required to comply with the Australian Privacy Principles contained in the *Privacy Act*, it must take all reasonable steps to destroy or de-identify a *consumer's* personal information once it 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 personal information.

Some smaller CSPs are, at the time of this Code's publication, not subject to the requirements of the Privacy Act. Cl. 3.7 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 cl. 3.7 of this Code.

The independent national regulator for privacy is the Office of the Australian Information Commissioner (OAIC). Resources to assist smaller organisations protect personal information is available on the OAIC website – [www.oaic.gov.au](http://www.oaic.gov.au).

## 4. 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.
- how [CSPs](#) must assess the suitability of [telecommunications goods and services](#) for [consumers](#).
- 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 2](#) for policy, supporting material, training, and compliance monitoring requirements;
- [Chapter 3](#) 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 at point of sale.

### 4.1. Critical Information Summary

#### General requirements

- 4.1.1. A [CSP](#) must make a [CIS](#) 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](#).
- 4.1.2. 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](#).

4.1.3. A CSP must:

- (a) make a CIS available free of *charge*;
- (b) make a CIS available on the CSP's website via a *prominently displayed* link in close proximity to where a *consumer* signs up to a *telecommunications service*;
- (c) provide a CIS in a *durable medium*; and
- (d) provide a CIS as a separate document to the *SFOA* (or equivalent) and any other contractual terms and conditions.

4.1.4. A CSP must make a CIS available upon a *consumer's* request for as long as the *offer* has active *customers* (including *offers* no longer advertised).

4.1.5. A CSP must ensure that a CIS provided under cl. 4.1.3 for plans no longer offered to new *customers* at the time that this Code commences complies with either:

- (a) the CIS requirements in this Code; or
- (b) the relevant CIS requirements of the 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.austelco.org.au/news-and-resources/industry-publications/?publication\\_category=superseded](https://www.austelco.org.au/news-and-resources/industry-publications/?publication_category=superseded)

4.1.6. A CSP must ensure that each CIS (except for a CIS required 4.1.5):

- (a) is in *plain language*;
- (b) includes the information required in cls. 4.1.7, 4.1.8 and 4.1.9 in a concise manner; and
- (c) is in a digitally accessible format (where applicable).

**Content of the CIS - mandatory content requirements applicable to every CIS**

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

- (a) the name of the *CSP*;
- (b) a description of the *offer* being provided;
- (c) information about whether fees or *charges* are required to be paid before or after the provision of the *telecommunications service*;
- (d) the minimum *periodic price*;
- (e) the maximum *periodic price* (where calculable);
- (f) the minimum term of the *offer*;
- (g) the outcome of the CSP's suitability assessment as required in cl. 4.2.2;

(h) information about any costs payable if the [customer](#) terminates the *offer*, including, when those payments must be made by, including if they must be paid in full in the next payment due;

(i) any other [charges](#) or fees owing; and

Note: for example, 'If you cancel your service before your minimum contract term is complete, you will need to pay out any remaining device, handset or accessory payments associated with the service in full, immediately, as well as any service charge owing.

(j) any exclusions and any important conditions, limitations, restrictions or qualifications for that *offer*.

4.1.8. A CSP must ensure that in the body of the document, each CIS must contain the following:

(a) information about any early termination fees applicable at any time during the minimum term;

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

Note: see cl. 7.10 for further information.

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

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) information about the CSP's flexibility arrangements with regard to the payment date;

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

Note: see cl. 3.1.5 for further information.

(f) contact details for the National Relay Service;

Note: see cl. 3.1.5 for further information.

(g) the CSP's customer service contact details;

(h) information on the CSP's [complaints](#) handling process (as defined in the [Complaints Standard](#)); and

(i) contact details for the [TIO](#), including information that accessing the TIO is free for customers.

4.1.9. A CSP must ensure that in the body of the document, if applicable to the *offer*, each CIS must contain the following:

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

(b) the cost of any *telecommunications good* that is a mandatory component of the *offer*, where that cost is not built into the *offer*;



- (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*;

*Note: this would cover, for example, instances where cancelling a service would impact the function or cost of a connected device or other 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;
- (e) where calculable and the *offer* is not unlimited or subject to [shaping](#), the cost of:
  - (i) 1Gb of [data](#);
  - (ii) a 2-minute [standard national mobile call](#) (including flagfall where applicable); and
  - (iii) sending a [standard national mobile SMS](#).
- (f) where calculable and the *offer* is not unlimited or subject to *shaping*, information about:
  - (i) call and *data* usage;
  - (ii) domestic roaming costs; and
  - (iii) international roaming, including [maximum charge information](#).
- (g) information about the CSP's [SFOA](#) (or equivalent) and fair use policy (or equivalent); and
- (h) information about [concessions](#) offered by the CSP.

### **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 [telecommunications service](#);
- a [CSP's SFOA](#) (or equivalent) and fair use policy (or equivalent);
- early termination fees;
- 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. Suitability assessments**

- 4.2.1. A [CSP](#) must assess the suitability of each [telecommunications good](#) or [service](#) that it supplies to [consumers](#) for specific use-cases and needs, with reference to the following (to the extent applicable):
- (a) cost, including the price of a *telecommunications good* or *service* relative to the CSP's other goods or services;
  - (b) features of a *telecommunications good* or *service*, including [data](#) inclusions and speed; and
  - (c) whether the *telecommunication service* is [prepaid](#), [postpaid](#) or another form of payment arrangement, and the length of the contract.
- 4.2.2. A CSP must display a statement reflecting the suitability assessment required in cl. 4.2.1:
- (a) in the case of a *telecommunications service*, in the [CIS](#) relating to the *telecommunications service*; or
  - (b) in the case of a *telecommunications good*, such as a mobile handset, in the product description relating to the *telecommunications good*.
- 4.2.3. A CSP must annually review and, if necessary, update the suitability assessment required in cl. 4.2.1.

*Note: See also 5.1.12.*

### 4.3. Advertising offers

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

- (a) clearly and accurately, in a way that minimises the need for disclaimers; and
- (b) in [plain language](#).

#### **Content of advertising**

4.3.2. 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.

4.3.3. When advertising an [offer](#), a [CSP](#) must ensure (if applicable) that:

- (a) where it is included, the minimum [periodic price](#) is [prominently displayed](#);
- (b) the [minimum quantifiable price](#) is included in the advertising when there is a [periodic price](#), and that it is [prominently displayed](#) (but not necessarily as prominently as the [periodic price](#));
- (c) headline representations reflect the [offer](#) fairly and accurately, with the following clearly disclosed elsewhere in the advertising, as required:
  - (i) where the price is included, any extra [charges](#) for the use of the [telecommunications service](#);
  - (ii) where the price is included, any extra [discounts](#) or costs relating the [offer](#);
  - (iii) exclusions and disclaimers relevant to headline price representations; and
- (d) any exclusions and disclaimers do not negate the terms of the [offer](#);
- (e) 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;
- (f) the term 'cap' is only used where the [offer](#) contains a [hard cap](#);
- (g) the terms 'no exceptions', 'no exclusions' or 'no catches' or equivalent are only used where there are genuinely no exceptions to the [offer](#);
- (h) the term 'free' is only used where the cost of the [telecommunications good or service](#) is genuinely free and is not recovered from the [customer](#) over the life of the [customer contract](#) by way of higher costs;
- (i) 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:
  - (i) unlimited; or
  - (ii) subject to [shaping](#), and no automatic charge will apply for exceeding the [data](#) allowance.
- (j) for mobile [telecommunications services](#), where there is a claim relating to network coverage, [consumers](#) are prompted to review the [CSP's generally available network coverage](#);

- (k) where the CSP is not the [carrier](#) and there is a claim relating to mobile network coverage, information is provided about the underlying *carrier* for mobile network coverage; and
  - (l) claims regarding broadband speeds, network coverage and other performance characteristics of a *telecommunications service* are fair and accurate.
- 4.3.4. Where the CSP is unable to include all required details of the *offer* within a digital advertisement, it must provide full details at a linked destination from that advertisement.
- 4.3.5. Cls. 4.3.3(j) and 4.3.3(k) do not apply to material printed, produced or published prior to the [Commencement Date](#) (for example packaging materials already in a supply chain).

#### **Advertising special promotions**

- 4.3.6. When advertising a [special promotion](#), a [CSP](#) must include information about:
- (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;  
*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 of the *special promotion* (if applicable); and
  - (d) eligibility requirements (if applicable).  
*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**

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

### **4.4. Additional information requirements**

#### **Standard terms and conditions for consumers**

- 4.4.1. A [CSP](#) must make a [SFOA](#) (or equivalent) available for all [telecommunications services](#), and associated [telecommunications goods](#) where relevant.
- 4.4.2. A CSP must ensure that it makes a [SFOA](#) (or equivalent) available upon a [consumer's](#) request for as long as the [offer](#) has active [customers](#) (including offers no longer advertised).

#### **Information for consumers with disabilities**

- 4.4.3. A [CSP](#) must make available on their website up-to-date guidance material for [consumers](#) with disabilities to assist them identify any [telecommunications goods](#) and [services](#) offered by the CSP that are suitable for their needs.
- 4.4.4. 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 the ATA's [C625:2020](#)

[Information on Accessibility Features for Telephone Equipment](#), or by using the Mobile & Wireless Forum Global Accessibility Reporting Initiative (GARI).

*Note: It may also include information about, or links to:*

- (1) 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.
- (2) Accesshub: <https://www.accesshub.gov.au>, a government website with information and resources for the deaf community.
- (3) Global Accessibility Reporting Initiative): <https://www.gari.info/findphones.cfm>, to find a device that has the accessibility features that work for them.

#### **Standard information for consumers**

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

- (a) a description of the *telecommunications goods* or *services* offered, including:
  - (i) the manufacturer's name, where a non-CSP branded *telecommunications good* is supplied by a third party as part of the [offer](#);
  - (ii) the main technical features of any *telecommunications good* offered by a CSP, or where this information can be obtained;

- (b) payment options;

*Note: see cl. 7.10.1 for further information.*

- (c) information to assist *consumers* in estimating their usage requirements;
- (d) information about spend-management tools and [usage notifications](#).

*Note: see cl. 7.2 for further information.*

- (e) details of any post-sales support available, and any applicable fees or charges for this support;
- (f) information about cancellation or [disconnection](#) of *telecommunications goods* and *services*, including:

- (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;
- (h) information about domestic roaming (if provided by the CSP), including the circumstances in which additional [charges](#) may be imposed in Australia when the *telecommunications service* roams onto a different network (if applicable);

- (i) information about international roaming (if offered by the *CSP*), including information about:
  - (i) how to activate or deactivate international roaming; and
  - (ii) the [maximum charge information](#).
- (j) where the *CSP* is not the [carrier](#), the name of the *carrier* whose network is used to provide the *telecommunications service* in Australia, ensuring it is clear that:
  - (i) the *CSP* is responsible for the service to the *consumer*; and
  - (ii) if applicable, that the *CSP* is not affiliated or related to the *carrier*; and
- (k) [generally available network coverage](#) in Australia, which will include a map or diagram of the network coverage; and
- (l) where the *CSP* is not the *carrier*, the name of the *carrier* for mobile network coverage.

## 5. 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 2](#) for policy, supporting material, training, and compliance monitoring requirements,
- [Chapter 3](#) 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 4](#) for responsible selling obligations when advertising and pre-sale.

### 5.1. Responsible approach to selling

5.1.1. A [CSP](#) must sell [telecommunications goods](#) and [services](#) responsibly.

5.1.2. A [CSP](#) must:

- (a) promote and sell its telecommunications goods and services:
  - (i) in a fair and accurate manner; and
  - (ii) in [plain language](#);
- (b) clearly explain the [offer](#), including (where applicable)
  - (i) the minimum [periodic price](#);
  - (ii) the minimum term of the [offer](#);
  - (iii) information about any costs payable if the [customer](#) terminates the [offer](#);
  - (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).

- 5.1.3. A CSP must train and resource relevant staff to promote and sell *telecommunications* goods and services in compliance with this Code.

**Responsible sales incentive structures**

- 5.1.4. Where a *CSP* has performance-based rewards and incentive structures in place for *sales staff* ('incentive structures'), the *CSP* must ensure that those structures promote responsible selling practices.
- 5.1.5. A *CSP* must ensure that, at a minimum, incentive structures that contribute to individual *sales staff's* remuneration, regardless of whether the incentive structures are set at a store level or an individual level:
- (a) are based on performance metrics that include an identifiable metric assessing compliance with the responsible selling obligations in the Code;
  - (b) incorporate a requirement that compliance with the responsible selling metric in paragraph (a) must be met as a prerequisite to eligibility for a sales incentive or any other performance-based payment;
  - (c) do not result in incentives for meeting volume or value targets being greater than 20% of total individual staff remuneration;
  - (d) include negative, proportional consequences for all persons who benefitted, where mis-selling is identified;
  - (e) appropriately weigh *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.*
- (f) must not encourage *sales staff* to pressure or mislead *consumers*, or otherwise engage in other unfair practices, to meet sales targets or rewards.
- 5.1.6. A *CSP* must monitor and review sales incentive structures at least annually to:
- (a) ensure they do not create undue pressure on *sales staff*, or result in harmful practices for the *consumer*; and
  - (b) ensure compliance with the Code.

*Note: see also Chapter 2, Organisational culture and governance.*

- 5.1.7. A *CSP* must ensure that its monitoring and review of sales incentive structures under cl. 5.1.6 is undertaken at arm's length from any persons who benefit directly from sales incentives schemes or the outcomes of any monitoring or review functions.
- 5.1.8. A *CSP* must ensure that any new agreement that it enters into with a third-party to sell the *CSP's telecommunications goods* and *services* to *consumers*, following the *Delayed Commencement Date*, contains equivalent obligations to the obligations in cls. 5.1.4 to 5.1.6 in relation to the third party's *sales staff* (where relevant).

**Information provided to consumers prior to a sale**

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



- (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;
- (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
- (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:
  - (i) provide the information outlined at cl. 5.1.2(b) prior to or at the point of sale;
  - (ii) dispatch a copy of the CIS to the *consumer* within 5 [working days](#) of the sale; and
  - (iii) not engage in practices that would encourage *consumers* to opt out of receiving the CIS prior to the sale.

*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.*

5.1.10. A CSP must:

- (a) for [assisted sales](#) that occur in person, provide a digital copy, or a physical copy (if requested) of a CIS to *consumers*; and
- (b) if the *assisted sale* is being carried out over the telephone or via other digitally assisted channels including live chat, subject to cl. 5.1.9(b), provide a copy to the *consumer* in a way that is accessible to the *consumer*.

5.1.11. Subject to cl. 5.1.9(b), a CSP must ensure that, prior to a sale of *telecommunications service*, a *consumer* acknowledges that they have received a copy of the CIS.

5.1.12. Prior to making an [assisted sale](#) of a [telecommunications good](#) or service to a *consumer*, a CSP must have a discussion with the *consumer* about their needs, using the criteria set out in cl. 4.2.1 and based on that discussion (where applicable):

- (a) advise the *consumer* of any *telecommunications goods or service* that the CSP has that may suit their disclosed needs or circumstances. This must include providing information about lower-cost options offered by the CSP, where this is appropriate to their needs or circumstances; and
- (b) assist the *consumer* to access further information about its *telecommunications goods and services* that may suit their specific disclosed needs or circumstances.

5.1.13. Prior to taking initial payment, a CSP must provide the [customer](#) with information about at least two [fee free](#) payment methods.

- 5.1.14. Prior to completion of an *assisted sale*, where *sales staff* facilitating the sale are operating under a sales incentive structure, the *sales staff* must disclose the fact that they are operating under a sales incentive structure to the *consumer*.
- 5.1.15. Prior to completion of an *assisted sale* of a mobile *telecommunications service* to a new *consumer*, a *CSP* must:
- (a) offer to check any locations at which the service is intended to be used against the *CSP's generally available network coverage*; and
  - (b) ensure that the *consumer* has acknowledged that they have been offered the mobile coverage testing in paragraph (a).
- 5.1.16. Prior to completion of an unassisted digital sale of a mobile *telecommunications service* to a new *consumer*, a *CSP* must:
- (a) prompt the *consumer* to check any locations at which the service is intended to be used against the *CSP's generally available network coverage* using a link provided on the *CSP's* website; and
  - (b) ensure that the *consumer* has acknowledged that they have been prompted to conduct the mobile coverage testing in paragraph (a).
- 5.1.17. Cl. 5.1.16 does not apply to the unassisted sale of a SIM pack.

#### **Remedies for mis-selling**

- 5.1.18. A *CSP* must correct any instance of selling in breach of this Code by:
- (a) providing a refund;
  - (b) returning the *customer* to the position they were in prior to the sale;
  - (c) terminating a *customer's* contract without *charge*;
  - (d) enacting a change of contract without penalty to the *customer*; or
  - (e) taking another action or remedy, as agreed with the *customer*.
- 5.1.19. When providing a remedy under cl. 5.1.18, a *CSP* must take into account a *customer's* preferred remedy, and the remedy must be realistic, appropriate and tailored to the *customer's* needs, circumstances and harm experienced.
- 5.1.20. A *CSP* must not require a *customer* to accept a remedy that is preferred by the *CSP* or penalise a *customer* for choosing one remedy over another.

#### **Remedies for inaccurate information**

- 5.1.21. 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
  - (b) a tailored remedy as set out in cl. 5.1.18.

#### **Remedies where mobile coverage does not meet expectations**

- 5.1.22. Where a *customer* has purchased a mobile *telecommunications service* and the experienced mobile network coverage does not meet the *customer's* coverage requirements, a *CSP* must allow the *customer* to exit their *telecommunications service*

contract within 30 days of purchase with no early exit fees and either (at the CSP's election):

- (a) pay any remaining device, handset or accessory payments on the same terms and payment schedule as if their existing plan had continued (i.e. not require a lump sum payment due at the next payment date), excluding any special promotions; or
- (b) return the device, handset or accessory in good working order and in its original packaging in exchange for a full refund.

**Remedies for consumers in vulnerable circumstances**

- 5.1.23. Where a [customer](#) has purchased a [telecommunications good](#) or [service](#) while affected by a vulnerability, a [CSP](#) must allow the [customer](#) to exit their [telecommunications service](#) contract within 6 months of purchase with no early exit fees and, where the [customer](#) has a device, handset or accessory on a payment plan, permit the customer to either (at the CSP's election):
- (a) pay any remaining device, handset or accessory payments on the same terms and payment schedule as if their existing plan had continued (i.e. not require a lump sum payment due at the next payment date), excluding any special promotions; or
  - (b) return the device, handset or accessory in good working order and in its original packaging in exchange for a full refund.
- 5.1.24. For completeness, a [customer](#) who is experiencing or has experienced vulnerability as a result of a mis-sale of a [telecommunications good](#) or [service](#) is considered a [consumer in vulnerable circumstances](#) for the purpose of cl. 5.1.23.
- 5.1.25. A CSP may request evidence of the [customer's](#) vulnerability in relation to cl. 5.1.23.
- 5.1.26. Where a CSP requests evidence of the customer's vulnerability under cl. 5.1.25, it must:
- (a) only retain a copy or record of the evidence received from the [customer](#) for the period that it is required to complete the assessment of the [customer's](#) claim for a remedy under cl. 5.1.23; and
  - (b) after the completion of that assessment, dispose of, or destroy, all copies or records of the evidence in a secure manner.
- 5.1.27. A CSP must establish and implement processes to allow it to assess evidence of vulnerability in cases of mis-selling, and to assist a CSP to prevent mis-selling to a [customer](#) impacted by a vulnerability. 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, and
  - (b) a process to protect the privacy of the records, in line with requirements at cl. 10.4.3.
- 5.1.28. For the avoidance of doubt, cl. 5.1.24 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.*

### **Examples of reasonable processes to assess evidence of vulnerability**

**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](#) is or was affected by a vulnerability, 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 that the [customer](#) suffers from amnesia. 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**

- 5.1.29. A remedy provided to a [customer](#) by a [CSP](#) must be implemented by the [CSP](#) within 5 [working days](#) of the [customer](#) accepting that remedy, except where:
- (a) otherwise agreed with the [customer](#); or
  - (b) the [customer](#) agreed to undertake actions to implement the proposed resolution by a specified time, but did not complete the actions as agreed.

*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.*

## **5.2. Credit assessments**

### **Assessing creditworthiness: new residential consumers**

- 5.2.1. A [CSP](#) must complete a [credit assessment](#) for new [residential consumers](#) where the contract may result in a debt owed to the [CSP](#) by the [consumer](#) equal to or greater than \$300.
- 5.2.2. For the purpose of cl. 5.2.1, a [CSP](#) must take into account all costs to the [consumer](#) that may result in a debt and are ascertainable at the point of sale, including:

- (a) any fixed periodic payments for the entire term of the contract; and
- (b) any add-ons purchased on a repayment plan; and
- (c) device repayment costs; and
- (d) any other compulsory costs but excluding costs that are contingent on consumer choices at a later time (e.g. early termination fees, no-return fees).

5.2.3. A *credit assessment* under cl. 5.2.1 for new *residential consumers* must:

- (a) take into account the *consumer's* financial circumstances, including:
  - (i) employment status (e.g. part-time, full-time, casual, unemployed, full-time student, self-employed, retired); and
  - (ii) if employed, employment type (e.g. professional, hospitality, retail, construction); and
  - (iii) at least 2 affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, general expenses, telecommunication expenses); and

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

- (b) include an external credit check from a [credit reporting body](#).

**Assessing creditworthiness: new business consumers**

5.2.4. A [CSP](#) must complete a [credit assessment](#) for new business [consumers](#) where the contract may result in a debt owed by the business *consumer* to the CSP equal to or greater than \$2000.

5.2.5. For the purposes of cl. 5.2.4, a CSP must take into account all costs to the business *consumer* that may result in a debt and are ascertainable at the point of sale, including:

- (a) any fixed periodic payments for the entire term of the contract; and
- (b) any add-ons purchased on a repayment plan; and
- (c) device repayment costs; and
- (d) any other compulsory costs but excluding costs that are contingent on consumer choices at a later time (e.g. early termination fees, no-return fees).

5.2.6. A *credit assessment* under cl. 5.2.4 for new business *consumers* must:

- (a) take into account the business *consumer's* financial circumstances, including (as applicable for business type):

- (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) include an external credit check from a [credit reporting body](#).

**Assessing creditworthiness: current residential customers**

- 5.2.7. A [CSP](#) must complete a [credit assessment](#) for current [residential consumers](#) where a new contract may result in a debt owed by the [customer](#) to the CSP equal to or greater than \$300; and
- 5.2.8. For the purpose of cl. 5.2.7 a CSP must take into account all costs to the *customer* that may result in a debt and are ascertainable at the point of sale, including:
- (a) any fixed periodic payments for the entire term of the contract; and
  - (b) any add-ons purchased on a repayment plan; and
  - (c) device repayment costs; and
  - (d) any other compulsory costs but excluding costs that are contingent on consumer choices at a later time (e.g. early termination fees, no-return fees).
- 5.2.9. A *credit assessment* under cl. 5.2.7 for current *residential customers* must:
- (a) include a review of the *customer's* payment history with the CSP; and
  - (b) take into account the *customer's* financial circumstances, including:
    - (i) employment status (e.g. part-time, full-time, casual, unemployed, full-time student, self-employed, retired); and
    - (ii) if employed, employment type (e.g. professional, , hospitality, retail, construction); or
    - (iii) at least 2 affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, [financial hardship](#) indicators, general expenses, telecommunication expenses, *customer* tenure).
- 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 and retaining [personal information](#).*
- 5.2.10. In addition to complying with cl. 5.2.8, a CSP must undertake a new external credit check from a credit reporting agency where:
- (a) a new contract may result in a potential additional debt owed by the *customer* to the CSP equal to or greater than \$1000; and
  - (b) any previous external check was completed more than 12 months ago.

**Assessing creditworthiness: current business customers**

- 5.2.11. A [CSP](#) must complete a [credit assessment](#) for current business *customers* where a new contract may result in a debt owed by the business [customer](#) to the CSP equal to or greater than \$2000.
- 5.2.12. For the purpose of cl. 5.2.11, a CSP must take into account all costs to the business *customer* that may result in a debt and are ascertainable at the point of sale, including:
- (a) any fixed periodic payments for the entire term of the contract; and
  - (b) any add-ons purchased on a repayment plan; and
  - (c) device repayment costs; and



- (d) any other compulsory costs but excluding costs that are contingent on consumer choices at a later time (e.g. early termination fees, no-return fees).

5.2.13. A *credit assessment* under cl. 5.2.11 for business *customers* must:

- (a) take into account the *customer's* financial circumstances, including (as applicable for business type):

- (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) include a review of the *customer's* payment history with the CSP.

#### **Calculating Potential Debt under cls. 5.2.1 - 5.2.13**

Contracts may result in a debt owed by the new or existing [consumer](#) equal to the applicable threshold includes contracts where:

- the [minimum quantifiable price](#) is equal to or greater than the applicable threshold; 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 [telecommunications service](#) is active.

#### **Declined credit assessment**

5.2.14. Following a [credit assessment](#), if a CSP concludes that a [consumer](#) does not qualify for the requested [telecommunications good\(s\)](#) or [service\(s\)](#), the CSP must:

- (a) advise the *consumer* that their *credit assessment* was declined; and
- (b) provide the *consumer* with information about alternate *telecommunications goods* and/or *services* that the CSP has determined may meet the *consumer's* needs in accordance with the outcome of the *credit assessment* and having regard to the alternate *telecommunications goods'* and/or *services'* suitability for consumers; and

*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](#).*

- (c) not complete a sale of a *telecommunications good* or *service* to a *consumer* which the CSP has concluded, based on the outcome of the *credit assessment*, the *consumer* does not qualify for; and
  - (d) 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.

### ***Using a guarantor***

- 5.2.15. 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:
- (a) the financial implications of the provision of the telecommunications product; and
  - (b) their obligations under the [consumer](#) contract.
- 5.2.16. 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](#).

### ***Restricted telecommunication services (at point of sale)***

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

### ***Security deposit***

- 5.2.18. A [CSP](#) must only require a [security deposit](#) where this is related to the outcome of a [credit assessment](#).
- 5.2.19. A [fee-free](#) security deposit option must be available.
- 5.2.20. 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:
- (a) specify the relevant [customer](#) account to which the arrangement applies;
  - (b) describe how the [customer](#) can pay the security deposit to the CSP;
  - (c) describe the interest arrangements (including accrual of interest);
  - (d) describe the repayment arrangements to return the security deposit (or the balance then remaining) and interest accrued, to the [consumer](#); and
  - (e) outline when and how the security deposit (or part thereof) may be forfeited.
- 5.2.21. 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.



5.2.22. 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*:

- (a) satisfactorily completing the terms of the *security deposit* arrangements; or
- (b) cancelling the relevant telecommunications product.

### 5.3. Customer contracts

#### Content of contracts

5.3.1. A CSP must provide *customers* with information about their *customer contract* that includes:

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

*Note: cl. 5.3.1(c), 5.3.1(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).*

- (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*.

#### Order summary

5.3.2. 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.

5.3.3. A CSP must ensure that an order summary contains:

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

#### Customer contract records

5.3.4. In addition to the obligations under cl. 10.4.1, a CSP must ensure that *customer contract* records 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; and

*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*:
  - (i) the order summary;
  - (ii) the [CIS](#); and
  - (iii) [SFOA](#) (or equivalent).

#### **Consumer access to customer contract records**

5.3.5. During the term of a [customer contract](#) (and for a period of 2 years after the term), a [CSP](#) must:

- (a) on request of the [customer](#), provide the *customer* with a copy of the records required in cl. 5.3.4(b), at no charge;
- (b) provide the *customer* with access to the records created and retained under cl. 5.3.4(a), including any voice recording regarding entry into the *customer contract*; and
- (c) upon request, provide the *customer* (or, with the *customer* consent, a nominated party) copies of records relating to their *customer contract* in a format that is clear and easy to understand.

5.3.6. 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.

#### **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.

## 6. 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.
- [telecommunications 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 2](#) for policy, supporting material, training, and monitoring requirements.

### 6.1. Accessing customer service

#### Contact channels

- 6.1.1. A [CSP](#) must ensure that information about [customer](#) service and support is publicly available without [charge](#) to *customers*, including information about:
  - (a) general *customer* contact channels available; and
  - (b) the hours of operation for each available contact method.
- 6.1.2. 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.

*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.*
- 6.1.3. Where a [CSP](#) ordinarily makes available a telephone number as a general contact method for *customers*, it must provide telephone as a *customer* support channel option.

- 6.1.4. If a CSP does not ordinarily make available a general telephone number as a contact method for its *customers*, it must:
- (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**

- 6.1.5. A CSP must ensure that they deal with [customer](#) enquiries in a timely and effective manner.
- 6.1.6. A CSP must develop and implement a case management process that must appropriately accommodate the differing nature of *customers*' enquiries.
- Note: For example, case management for customers affected by [DFV](#) would be different to that for a customer with a technical issue. Case management 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.*
- 6.1.7. A CSP must keep records of interactions between the CSP and *customers* where the *customer* has been identified and:
- (a) make these records accessible to staff tasked with responding to *customer* enquiries, to aid in resolving those enquiries;
  - (b) where requested by a *customer*, provide the records, for as long as the CSP retains those records; and
  - (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.
- 6.1.8. Records kept under cl. 6.1.7 must be retained for a period of 2 years.
- 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.*

### **Delivery methods for customer notifications**

- 6.1.9. When sending [customer](#) notifications, a CSP must consider which delivery method(s) are appropriate for that notification.

*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 receive them via SMS or app, if the customer has details recorded.*

- 6.1.10. A CSP must deliver notifications in accordance with a [consumer's](#) recorded contact preferences where there is no requirement for the CSP to deliver the notification in a certain format (as described in cl. 6.1.9) and where that contact preference is offered by the CSP. If a CSP cannot deliver notifications in accordance with a recorded contact preferences, it must nonetheless attempt to deliver notifications via an alternative method.

## **6.2. Requests to change or terminate a contract**

### **Customer requested**

- 6.2.1. 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).

*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**

- 6.2.2. Where a [CSP](#) proposes a change to a [customer's telecommunications service](#) contract, it must:
- (a) notify the [consumer](#) a minimum of 20 [working days](#) before the earliest date the proposed change may be completed; or,
  - (b) if the *service* has a minimum term shorter than 20 days, provide notice that is at least equal to the shorter minimum term.

### **Exemptions to CSP notice requirements**

- 6.2.3. A [CSP](#) will not be in breach of their obligations under cl. 6.2.2 where the CSP:
- (a) makes changes as required by changes in any legal or regulatory obligations, provided that the CSP communicates the changes to [consumers](#) as soon as reasonably possible; or
  - (b) does not receive sufficient notice of a change from a wholesale or third-party provider to allow it to meet the timeframe provisions under cl. 6.2.2, in which case notification must be made as soon as practicable after the CSP receives such notice;
  - (c) acts in accordance with the express preferences of the *customer*.

### 6.3. Changing CSPs

#### **Transfer rules – overview**

The intent of these clauses is to provide general obligations for all [customer](#) account transfers. There are specific, service-level rules that must also be complied with, including:

- C570 Mobile Number Portability (MNP) Industry Code
- C540 Local Number Portability (LNP) Industry Code
- C657 Inbound Number Portability Industry Code
- C647 NBN Access Transfer Industry Code
- C617 Connect Outstanding Industry Code.

#### **Obtaining consent**

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

*Note: Cl. 6.3.1 does not apply to transfers resulting from a sale or reorganisation of a business. See cl. 6.4.*

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

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

#### **Verifying a transfer**

- 6.3.3. 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.

#### **Promoting transfers**

- 6.3.4. A [gaining CSP](#) must:

- (a) ensure its [sales staff](#) identify the *gaining CSP* that they represent when promoting [transfers](#) with [consumers](#);
- (b) where its *sales staff* promote *transfers* to *consumers* in person, that the promotions are conducted in locations that are appropriate; and
- (c) keep records to enable it to identify the *sales staff* responsible for effecting a *transfer*.

- 6.3.5. A [gaining CSP](#) must keep the records in cl. 6.3.4(c) for a minimum of 2 years after the completion of a *transfer*.

#### **Minimum information for consumers**

- 6.3.6. Before initiating a [transfer](#) or when requested by a [consumer](#), a [gaining CSP](#) must:

- (a) notify the *consumer* that the offer to *transfer* the [telecommunications service](#) is subject to validating that it can be transferred;

- (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;
- (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;
- (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;
- (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;
- (f) provide information to the *consumer* about how they can ascertain that the *transfer* has occurred; and
- (g) notify the *consumer* of any other terms and conditions of the *transfer*.

#### **Transfer validation**

- 6.3.7. A *gaining CSP* must check the accuracy of the *transfer* details with the *consumer*, as appropriate to each service and in compliance with the relevant Codes.
- 6.3.8. A *gaining CSP* must validate that the *telecommunications service* number or NBN service can be transferred.
- 6.3.9. If the *telecommunications service* can be transferred, a *gaining CSP* must undertake the *transfer* as agreed with the *customer*.
- 6.3.10. 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*.

#### **Consumers to be kept informed**

- 6.3.11. During the *transfer* process, a *gaining CSP* must:
  - (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*;
  - (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
  - (c) keep the *consumer* informed in a timely manner of any changes to the estimated time by which the *transfer* will be completed.

#### **Notification of completion of a transfer**

- 6.3.12. The *gaining CSP* must:
  - (a) use all 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



- (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.

#### **Records regarding transfers**

6.3.13. The *gaining CSP* must create records establishing:

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

*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.

6.3.14. A *gaining CSP* must keep the records in cl. 6.3.13 for a minimum of 2 years after the completion of a *transfer*.

6.3.15. A *gaining CSP* must, upon request by the *consumer*:

- (a) provide the *consumer* with access to the records created and retained under cl. 6.3.13; and
- (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*.

#### **6.4. Sale of Business or CSP reorganisation**

##### **Notification of transfer**

6.4.1. If a *CSP* proposes to *transfer* the *telecommunications services* of all, or a segment of, its *customer* base because of the sale of its business or a *corporate reorganisation*, it must notify affected *customers* in writing, a minimum of 20 *working days* before the *transfer* is initiated:

- (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*;
- (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*;
- (c) of any impact this change has on the *customer's* use of existing equipment;
- (d) of the contact details of the *gaining CSP*;
- (e) of the proposed date by which the *transfer* will be completed;
- (f) that the *CSP* will use reasonable efforts to notify the *customer* of the completion of the *transfer* on the day it occurs; and
- (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*.

*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**

- 6.4.2. Where a [customer](#) exercises their termination rights in line with cl. 6.4.1(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.

#### **Other requirements**

- 6.4.3. Provided that a [CSP](#) complies with the terms of cl. 6.4 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. 6.3.10 to 6.3.14.

### **6.5. Move to a different carrier**

#### **Notification of the move**

- 6.5.1. If a [CSP](#) proposes to move all or a segment of its [customer](#) base to an alternate [carrier](#), the *CSP* must notify all affected *customers* in writing, a minimum of 20 [working days](#) before the move is initiated, advising that:
- (a) that the *customer's telecommunications service* will be moved to the new *carrier*;
  - (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;
  - (c) of any impact this move has on the *customer's* use of existing equipment;
  - (d) of any change in the contact details of the *CSP*;
  - (e) of the proposed date by which the move will be completed;
  - (f) that the *CSP* will use reasonable efforts to notify the *customer* of the completion of the move on the day it occurs;
  - (g) of the appropriate contact details for lodging an enquiry or a [complaint](#) about any aspect of the move; and
  - (h) of the termination rights for that *customer* that result from the move, 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.

*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**

6.5.2. Where a [customer](#) exercises their termination rights in line with cl. 6.5.1(h), the [CSP](#) must terminate the relevant [telecommunications service](#):

- (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**

6.5.3. Provided that a [CSP](#) complies with the terms of cl. 6.5 in circumstances of a move to an alternate [carrier](#), the CSP is not required to comply with the other provisions of this chapter in relation to such a move except for cls. 6.3.10 to 6.3.14.

#### **Cannot affect other telecommunications services**

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

## 7. ACCOUNT SUPPORT

### Key objectives and chapter summary

#### Objectives

1. [Customers](#) can easily verify charges and [bills](#) related to their [telecommunications goods](#) 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](#).
- account payment options.
- notifications.
- records.

This chapter needs to read in conjunction with [Chapter 2](#) for policy, supporting material, training, and compliance monitoring requirements.

### 7.1. Information about charges, billing and payments

#### Information about account support

7.1.1. A [CSP](#) must ensure that information about [account support](#) is publicly available without [charge](#) to [customers](#), including information about:

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

*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](#);
- (vi) billing frequency;
- (vii) interim billing or changes in a [billing period](#);
- (viii) overdue [bill](#) processes, including late payment fees; and

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

## 7.2. Spend management and usage notifications

### ***Spend management tools***

7.2.1. A CSP must provide at least one of the [spend management tools](#) below:

- (a) access to [usage information](#) that is near to real-time (and at a minimum no older than 48 hours);
- (b) usage charge advice before or during the use of a high-value [telecommunications service](#);

*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*;

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

*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.

7.2.2. A CSP must provide the *spend management tool(s)* under cl. 7.2.1 to the [customer](#) free of charge, with the exception of 7.2.1(d): *pre-paid services*.

7.2.3. A CSP must provide at least one *spend management tool* that does not depend on the *customer's* access to [data](#).

#### **Usage notifications**

7.2.4. For residential [customers](#), where a [CSP](#) is not using a [hard cap](#), [shaping](#) or equivalent measure, it must send [usage notifications](#).

7.2.5. *Usage notifications* must be free of charge.

7.2.6. Cl. 7.2.4 only applies to [offers](#) available on or after 1 March 2012.

*Note: Cls. 7.2.4 to 7.2.6 do not apply to notification requirements for international roaming as these notification obligations are different and must be given in accordance with the Telecommunications Service Provider (International Mobile Roaming) Determination 2019.*

#### **Timing of usage notifications**

7.2.7. [Usage notifications](#) must be sent by a [CSP](#) no later than 48 hours after the [customer](#) has reached the following thresholds each month:

- (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);
- (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
- (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).

#### **Notification of additional charges**

7.2.8. 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):

- (a) of the [charges](#) applicable once 100% of the [included value](#) or [data](#) allowance has been used;
- (b) that the information in the *usage notification* may be up to 48 hours old, or less as applicable; and
- (c) that the *usage notification* does not include calls or SMS to overseas or usage outside Australia.

7.2.9. For [offers](#) available before 1 January 2020, a CSP may send the notification referred to in cl. 7.2.8 either at the time of the 100% notification, or at the time of the notification before the 100% notification.

#### **Variations to usage notifications**

7.2.10. A CSP will not be in breach of its [usage notification](#) obligations under this Code if it permits a [residential customer](#) to:

- (a) opt-out of receiving all or some of the *usage notifications*;
  - (b) receive *usage notifications* at different usage points; and/or
  - (c) receive *usage notifications* via a different method,
- and provides *usage notifications* to the relevant *residential customer* in accordance with the relevant *residential customer* instruction.

7.2.11. If a *residential customer* chooses one of the options under cl. 7.2.10, a CSP must make a record of that *residential customer's* choice as described cl. 10.4.

7.2.12. A CSP must not:

- (a) encourage or require a *residential customer* to opt out of receiving all or some *usage notifications*; and
- (b) penalise a *residential customer* if they choose not to opt out of *usage notifications*.

#### **Allowable delays**

7.2.13. A CSP will not breach [usage notification](#) requirements because of delays due to a [force majeure](#) event.

7.2.14. Where a [customer](#) incurs excess [charges](#) during a *force majeure* event during which *usage notifications* were delayed, a CSP must offer a remedy that is:

- (a) appropriate in the circumstances; and
- (b) agreed between the CSP and the *customer*.

7.2.15. When providing a remedy to a *customer* under cl. 7.2.14, a CSP must not:

- (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.

### **7.3. Supplying a record of charges**

#### **Supplying a bill or receipt**

7.3.1. For each [billing period](#) or [charge period](#), a CSP must:

- (a) supply a [bill](#) for a [post-paid variable charge telecommunications service](#); or
- (b) supply a [bill](#) or a [receipt](#) for a [post-paid fixed charge telecommunications service](#).

*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 Australian Consumer Law.*

7.3.2. A CSP will not breach cl. 7.3.1 where a [bill](#) or [receipt](#) is not supplied due to:

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

*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](#).*

## 7.4. Supplying a bill

### Format of bill media

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

### Charges for bills

- 7.4.4. A [CSP](#) must inform a [customer](#) of any charge for a [bill](#), including:
  - (a) the amount of the charge; and
  - (b) the method of calculating the charge.
- 7.4.5. 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](#).

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

### Bill content

- 7.4.6. The content of the [bill](#) must be in [plain language](#).
- 7.4.7. Each [bill](#) must include:
  - (a) the [customer's](#) [billing name](#);
  - (b) the [customer's](#) [billing address](#);



- (c) the [CSP's](#) trading name;
- (d) the CSP's ACN and/or ABN;
- (e) the *bill* issue date;
- (f) a sequential identification number (e.g. invoice number);
- (g) the [billing period](#);
- (h) an account reference number (e.g. billing account number);
- (i) a *customer* billing reference (if applicable);

*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;
- (k) a description of the [charges](#) included in the *bill*, including:
  - (i) the total amount of the *bill*;
  - (ii) any *charges* that exceeded any spend limits or included allowance thresholds;
  - (iii) any applicable [discounts](#) or credits being applied; and
  - (iv) any third-party charges;
- (l) the due date for any [billed charges](#);
- (m) the due date for any overdue amount;
- (n) information about at least two [fee-free](#) payment methods;
- (o) details of any other charges (e.g. credit card merchant fees) that will apply for any additional payment method(s) (if applicable);
- (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
  - (ii) a link to [usage information](#) or instructions on where the *customer* can obtain *usage information*;
- (q) information about how to make an [account support enquiry](#), which must include:
  - (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
  - (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
  - (iii) the hours of operation, if open less than 24 hours, seven days a week; and



- (iv) any charges for *account support enquiry* calls, including information about any charge greater than the CSP's local call tariff (or equivalent);
- (r) a pricing information contact point, if not available from the contact point described in cl. 7.4.7(q);
- (s) information on interpreter services, displayed in at least 5 [community languages](#); and  
*Note: see cl. 3.1.5 for further information.*
- (t) contact details for the National Relay Service.

*Note: Cl. 7.4.7 does not intend to limit any additional information a CSP may include in a bill.*

#### **Bills for new products, features or services**

- 7.4.8. 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.
- 7.4.9. Cl. 7.4.8 does not apply where, before a CSP provides or the [customer](#) accesses the new [telecommunications good](#) or [service](#), the CSP:
  - (a) has agreed with the specific recipient *customer(s)* to provide them with customised or limited billing arrangements; and
  - (b) has informed the *customer(s)* of the details of the customised or limited billing arrangements.

### **7.5. Supplying a receipt**

#### **Format of receipt**

- 7.5.1. Where a [receipt](#) is provided under cl. 7.3.1, a [CSP](#) must issue the *receipt* in:
  - (a) a [durable medium](#);
  - (b) a digitally accessible format (where applicable); and
  - (c) in [plain language](#).

### **7.6. Verifying charges**

#### **Charge verification**

- 7.6.1. A [CSP](#) must make available [itemised](#) details of all [charges](#) relating to a [telecommunications service](#) (unless otherwise agreed or requested by the [customer](#)).
- 7.6.2. 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*).

#### **Notification of charges for one-off costs**

- 7.6.3. Where a [customer](#) does not receive a [bill](#), a [CSP](#) must:
  - (a) provide *customer's* with at least 10 [working days](#)' notice of any previously agreed one-off additional charges due; and

*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.

#### **Discounts and credits**

7.6.4. A CSP must make available to customers:

- (a) the duration remaining of active discounts or credits (where the discount or credit expires); and
- (b) the duration and remaining number of payments for any arrangement to pay for equipment over time.

#### **Cost of an account support enquiry**

7.6.5. 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.

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

#### **Charge accuracy**

7.6.6. A CSP must be able to verify and demonstrate charge accuracy, except for inaccuracies caused by:

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

### **7.7. Timing**

7.7.1. 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
- (b) provide customers with 10 working days to pay prior to attempting direct debit.

*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.*

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

#### **Allowable delays for timing**

7.7.3. A CSP will not breach cls. 7.7.1 and 7.7.2 due to delays because of:

- (a) a force majeure event; or
- (b) customer service purposes.

*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](#).*

- 7.7.4. 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.

#### **Timeliness for billed charges**

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

#### **Allowable delays for billed charges**

- 7.7.6. A [CSP](#) will not breach the [billed charges](#) requirements in cl. 7.7.5:
- (a) where prior notice has been given to affected [customers](#) of:
    - (i) changes to the regulatory or legislative framework applicable to all CSPs; or
    - (ii) one-off network infrastructure changes; or
  - (b) due to delays because of a [force majeure](#) event.

### **7.8. Account record keeping**

#### **Availability of account records**

- 7.8.1. A [CSP](#) must provide access to an [account record](#) related to a [customer's telecommunications service](#) (including for a [pre-paid service](#)):
- (a) in a format that can be read and understood; and
  - (b) where requested, the record must include [itemised](#) details of all [charges](#) associated with the [telecommunications service](#).
- 7.8.2. Cl. 7.8.1 applies whether or not an *account record* was previously made available on a [bill](#), a [receipt](#), or in another medium.
- 7.8.3. A CSP will not be in breach of *account record* keeping requirements where a record is not available because of:
- (a) a [force majeure](#) event; or
  - (b) *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](#).
- 7.8.4. *Account records* must be retained for a minimum of 2 years after the *account record* is created.

### **Cost of providing account records**

- 7.8.5. A [CSP](#) must provide [customers](#) with access to [account records](#) free of charge for up to 2 years after the *account record* is created in at least one medium.
- 7.8.6. For the avoidance of doubt, a *CSP* may impose a charge for providing *account records* older than 2 years after the *account record* is created.
- 7.8.7. A *CSP* may impose a charge for providing *customers* with access to *account records* where the *customer* requests the records in a different medium to that provided by the *CSP* under cl. 7.8.5 (such as hardcopy [bill](#) re-prints).
- 7.8.8. If a *CSP* charges a *customer* for providing an *account record*, the charge must be limited to the cost of providing the record.
- 7.8.9. 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*.

### **7.9. Third party charges**

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

*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.*

### **7.10. Account payments**

#### **Customer choice and control of payments**

- 7.10.1. A [CSP](#) must offer two methods of payments, which are commonly used , and that are [fee free](#).
- 7.10.2. At least one of the *fee-free* methods offered under cl. 7.10.1 must be a [manual payment method](#).
- 7.10.3. 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 :
  - (a) choose a recurring payment date; and
  - (b) choose between at least two different recurring payment cycles (e.g. fortnightly or monthly frequency for any recurring payment); and
  - (c) temporarily defer a *direct debit* payment without incurring any additional fees.
- 7.10.4. During a *direct debit* arrangement, a *CSP* must, at a minimum allow the *customer* to change the recurring payment date at least once in each 6 month period.

#### **Verifying payment**

- 7.10.5. A [CSP](#) must provide a means by which a [customer](#) can easily verify any payments.

### **Timeliness of payment processing**

7.10.6. 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;
- (b) apply payments received to the [customer's](#) account:
  - (i) prior to generating the subsequent [bill](#); or
  - (ii) within five *working days* of the payment being received by the CSP,whichever is sooner.

### **Allowable delays for payment processing**

7.10.7. A [CSP](#) will not breach the payment processing requirements of cl. 7.10.6 due to delays because of:

- (a) the CSP not receiving accurate, complete and timely information about payment for the [telecommunications good](#) or [service](#); or
- (b) a [force majeure](#) event.

## **7.11. Direct debit**

### **Direct debits**

7.11.1. 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;
- (b) ensure that the *customer* can readily verify that the *direct debit* arrangements in place are in accordance with their authorisation;
- (c) notify the *customer* in writing that it can:
  - (i) cancel its *direct debit* authorisation at any time; or
  - (ii) update its *direct debit* authorisation in accordance with cl. 7.10.4; and
- (d) cancel the *customer's* *direct debit* arrangement within 3 [working days](#) of receipt of the *customer's* cancellation request.

7.11.2. For any contract or plan that exceeds 7 calendar days, 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:

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

*Note: Information about the debit amount can be provided directly in the notification (e.g. '\$x will be debited from your nominated 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]).'*

7.11.3. For the purposes of cl. 7.11.2, 6 calendar days will be considered the same as 3 [working days](#).

- 7.11.4. Cl. 7.11.2 does not apply to balance-triggered automatic top-up accounts. For these services, a CSP must provide notification of the upcoming *direct debit* no later than 48 hours after the *customer* has reached the 85% usage threshold.

*Note: see also cls. 7.2.7, 7.2.8.*

- 7.11.5. For the avoidance of doubt, a CSP will not be in breach of cl. 7.11.2 if the CSP does not have a mobile number, email address or other digital contact method for the *customer* on record.

***Failed direct debit payments***

- 7.11.6. Where a *direct debit* attempt has failed, a CSP must notify the *customer*:
- (a) of that failure within 2 calendar days of becoming aware of it; and
  - (b) of its payment assistance policy as defined in the *Financial Hardship Standard* and how to make an application under this policy.

- 7.11.7. If the CSP chooses to reattempt a failed *direct debit*, it must
- (a) notify the *customer* of the timeframe for any re-attempt of the *direct debit* (prior to making the re-attempt); and
  - (b) provide at least 7 calendar days after notification before any re-attempt.

*Note: The notifications required at cls. 7.11.6 and 7.11.7 may be separate or combined.*

- 7.11.8. Cl. 7.11.7(b) does not apply to balance-triggered *direct debits*. For these services, a CSP must ensure the *customer* is informed about when re-attempts will be made.

***Failed direct debit payments caused by system faults must not result in suspension or disconnection***

- 7.11.9. Where a CSP identifies a system fault that may have caused failed *direct debit* payments, the CSP:
- (a) must not issue any *credit management notices* in relation to failed *direct debt* payments that occurred during the period affected by the system fault; and
  - (b) if a *credit management notice* has already been sent to a *customer* at the time the system fault is identified, promptly notify that *customer* of the error and withdraw the notice.
- 7.11.10. A CSP must not suspend or disconnect a *customer's* service for *credit management* reasons, if the cause of any payment failure was a CSP system fault.

### **Remedies for direct debit errors**

7.11.11. Where a [CSP](#) identifies that the amount of a [direct debit](#) is incorrect, a [CSP](#) must:

- (a) inform the [customer](#) of their right to a refund if an excess amount has been debited; and
- (b) provide a full and timely refund (which must not exceed 10 [working days](#)) of any excess amount debited, unless another remedy is agreed with the [customer](#).

*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.*

7.11.12. A [CSP](#) must not:

- (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. 10 working days, noting that there will also be some dependency on bank processing times.



## 8. CREDIT MANAGEMENT, DEBT MANAGEMENT, AND DISCONNECTION

### Key objectives and chapter summary

#### Objectives

The objectives of this chapter are to:

1. recognise the essential nature of the supply of [telecommunications services](#).
2. have regard to community expectations that ongoing access to *telecommunications services* will be available.
3. promote the principle that *telecommunications services* should only be disconnected as a last resort.
4. ensure that [customers](#) are given fair warning of any action to restrict, suspend or disconnect their *telecommunications service(s)* and have reasonable opportunity to avoid these actions.
5. ensure that *customers* are given fair warning of any proposed credit or debt management activity and have reasonable opportunity to avoid these actions being taken.
6. ensure that [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 *restriction*, *suspension* and *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 2](#) 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.*

### 8.1. Telecommunications services only to be disconnected as a last resort for credit management reasons

- 8.1.1. A [CSP](#) must not disconnect a [telecommunications service](#) for [credit management](#) reasons unless the CSP has:
- (a) given the [customer](#) all of the [credit management notices](#) required by cl. 8.3; and
  - (b) at all times acted fairly and reasonably.



*Note: a CSP must also comply with [credit management action](#) requirements in the [Financial Hardship Standard](#).*

- 8.1.2. Notwithstanding cls. 8.1.1 and 8.1.2, a CSP may suspend or disconnect a *customer's telecommunication services*:
- (a) where requested by the *customer*;
  - (b) for *credit management*, provided that this is done in accordance with cl. 8.3 and does not occur during a [protected period](#);
  - (c) where the CSP reasonably assesses that the *customer* or the account status exhibits sudden and unusual behaviour (for example, excessive data usage or excessively high charges) such that the account presents an unacceptably high credit risk to the CSP or [customer](#);
- Note: High credit risk includes circumstances where there are sudden and excessively high charges added to the account 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.*
- (d) where the CSP reasonably suspects [fraud](#) or attempted *fraud*, including where the CSP reasonably suspects that the service is involved in or affected by scam activity; or
  - (e) where the *telecommunications service* has reached a [restriction point](#) nominated by the *customer*.

#### **Reconnection of disconnected services**

- 8.1.3. Where a [customer's telecommunication service](#) has been restricted, suspended or disconnected:
- (a) in error; or
  - (b) without the required notice in cl. 8.3;
- a [CSP](#) must, as soon as reasonably possible (and in any event within 2 [working days](#) of becoming aware of the [restriction](#), [suspension](#) or [disconnection](#)), without [charge](#), reverse the *restriction*, *suspension*, or *disconnection* (unless otherwise agreed with the *customer* or where reconnection is not possible).
- Note: not possible may include where network configuration makes reconnection impossible, or where the specific telecommunications service is no longer available.*
- 8.1.4. In reaching an alternative agreement with the *customer* under cl. 8.1.4, a CSP must not:
- (a) require a *customer* to agree to a specific alternative action to reconnection as a remedy; and
  - (b) penalise a *customer* if they do not agree to a specific alternative action to reconnection as a remedy.
- 8.1.5. A CSP will not be in breach of cl. 8.1.4 if the CSP has taken reasonable steps to contact the *customer*.
- 8.1.6. For the purpose of cl. 8.1.6, a CSP is taken to have taken reasonable steps if it has made at least 3 separate attempts to contact the *customer*, with each attempt on a separate

business day, over a total period of not more than 10 calendar days, using at least 2 separate methods of communication, with at least one of those methods being in writing.

## 8.2. Fair credit management

### **Credit management process**

- 8.2.1. A **CSP** must ensure its **credit management** processes treat **customers** with fairness, including by:
- (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. 8.3;
  - (b) allowing for the reactivation of **telecommunication services** restricted, suspended or disconnected in error, subject to cl. 8.1.4;
  - (c) not imposing charges on the **customer** to recover the costs incurred by the CSP in collecting debt from the **customer**;
  - (d) ensuring that debt is not sold in error and that, if it is, formal resolution processes are in place to manage any debt sold in error;
  - (e) not imposing a reconnection charge following a **restriction**, **suspension** or **disconnection** done in error or without the notice required in cl. 8.3;
  - (f) ensuring that, where there is an **active complaint**:
    - (i) no **credit management action** is taken in relation to **charges** that are the subject of that **active complaint**;
    - (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
    - (iii) once the **active complaint** has been **resolved**, the **customer** is notified of a resumption of any **credit management action** that was paused in line with notification requirements in cl. 8.3; and
  - (g) ensuring that debts sold or assigned to third parties or listed with a **credit reporting body** do not include any disputed amounts that are the subject of an unresolved **active complaint**.

### **Remedies**

- 8.2.2. A **CSP** must promptly address instances where a **customer** has not been treated with fairness, as described in cl. 8.2.1, including by:
- (a) reactivating any **telecommunication services** restricted, suspended or disconnected in error;
  - (b) reactivating any **telecommunication services** restricted, suspended or disconnected without the required notice period under cl. 8.3.
- 8.2.3. A **CSP** will not be in breach of cl. 8.2.2 if the **customer** does not wish to be reconnected, or if it is not possible to reconnect the service.

*Note: for example, when it takes a long time for the error to be identified, and the customer's number is no longer available.*

### 8.3. Credit management notices

8.3.1. Subject to cl. 8.1.4, a [CSP](#) must not:

- (a) restrict a [customer's telecommunications services](#) for [credit management](#) reasons unless it has first issued a [first notice](#) in accordance with cl. 8.3.2;
- (b) suspend a [customer's telecommunications services](#) for [credit management](#) reasons unless it has first issued a [second notice](#) in accordance with cl. 8.3.6; and
- (c) disconnect a [customer's telecommunications services](#) for [credit management](#) reasons unless it has first issued a [third \(disconnection\) notice](#) in accordance with cl. 8.3.10.

*Note: a CSP must also comply with [credit management action](#) requirements in the [Financial Hardship Standard](#).*

*Note: The below figure provides an overview of the credit management process set out in this part of the Code. All timeframes shown are minimums, CSPs are permitted to have longer timeframes. If the minimum timeframes are applied, customers will have at least 20 working days' notice before any disconnection is applied.*

Step 1	Step 2	Step 3	Step 4
<b>Event:</b> <ul style="list-style-type: none"><li>Customer has not paid <i>bill</i> by due date.</li></ul>	<b>Event:</b> <ul style="list-style-type: none"><li>Customer has still not paid <i>bill</i> 10 working days after CSP issued the <i>first notice</i>.</li></ul>	<b>Event:</b> <ul style="list-style-type: none"><li>Customer has still not paid <i>bill</i> 5 working days after CSP issued the <i>second notice</i></li></ul>	<b>Event:</b> <ul style="list-style-type: none"><li>Customer has still not paid <i>bill</i> 5 working days after CSP issued <i>third (disconnection) notice</i>.</li></ul>
<b>CSP action:</b> <ul style="list-style-type: none"><li>CSP must send a <i>first notice</i>.</li></ul>	<b>CSP action:</b> <ul style="list-style-type: none"><li>CSP may restrict the <i>customer's telecommunications services</i>;</li><li>CSP must send a <i>second notice</i>.</li></ul>	<b>CSP action:</b> <ul style="list-style-type: none"><li>CSP may suspend the <i>customer's telecommunications services</i>;</li><li>CSP must send a <i>third (disconnection) notice</i>.</li></ul>	<b>CSP action:</b> <ul style="list-style-type: none"><li>CSP may disconnect the <i>customer's telecommunications services</i>.</li></ul>

#### **First notice**

8.3.2. If a [customer](#) has not paid a [bill](#) in full by the due date, a [CSP](#) must send the *customer* a written [first notice](#).

*Note: To avoid any doubt, a CSP must send the first notice, even if the CSP does not intend to restrict the customer's service.*

8.3.3. A *first notice* must constitute a payment reminder and must also contain:

- (a) if the CSP intends to apply a [restriction](#), the earliest date that any *restriction* could occur (which must be at least 10 [working days](#) after the date the *first notice* is issued to the *customer*);
- (b) the date of issue (if issued by letter or email); and

Note: The issue date of an email notice is the date the email was sent.

- (c) information about the potential consequences of non-payment of debt, including (if applicable):
  - (i) the impact of any proposed *restriction* on their [telecommunications service](#);
  - (ii) any ongoing or additional charges that will still apply whilst the *telecommunications service* is restricted; and
  - (iii) the impacts that any *restriction* may have on other services the *customer* has with the CSP.

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

The information under cl. 8.3.3(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).

8.3.4. If a CSP applies a *restriction* to a *telecommunications service* following issue of a *first notice*, it must not restrict a *telecommunications service* that is a:

- (a) voice or text service in a way that prevents a *customer* from communicating with a *protected number*; or
- (b) [data](#) service in such a way that the *customer* does not have *data* access to a download speed of at least 2mbps.

8.3.5. Where a failed [direct debit](#) has occurred and:

- (a) a CSP has issued a *customer* with a notice for the purposes of cl. 7.11.6; and
- (b) that notice also meets all of the requirements of cl. 8.3.3;

then that notice of direct debit failure is also treated as a *first notice*.

### **Suspension notice**

8.3.6. If a [customer](#) has not paid a [bill](#) in full following a [first notice](#) being issued in accordance with cl. 8.3.2, a CSP must send a [customer](#) a written [second notice](#).

Note: To avoid any doubt, a CSP must send the second notice as a standard payment reminder, even if the CSP does not intend to suspend the customer's service.

8.3.7. A *second (suspension) notice* must not be sent earlier than 10 [working days](#) after a *first notice* has been issued to a customer.

8.3.8. A *second notice* must constitute a payment reminder and must contain:

- (a) if the CSP intends to apply a [suspension](#), the earliest date the *suspension* could occur (which must be at least 5 [working days](#) after the *second notice* is issued to the customer);
- (b) the words “important notice – please read” or similar, [prominently displayed](#);
- (c) the date of issue (if issued by letter or email); and

*Note: The issue date of an email notice is the date the email was sent.*

- (d) the potential consequences of non-payment of debt, including (if applicable):
  - (i) the impact of the *suspension* on their [telecommunications service](#);
  - (ii) any ongoing or additional charges that will still apply whilst the *telecommunications service* is suspended;
  - (iii) the impacts that any *suspension* may have on other services the customer has with the CSP;
  - (iv) that any debt may be passed to a collection agency and/or debt buyer; and
  - (v) that legal action may be taken to recover the unpaid debt.

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

*The information under cl. 8.3.8(d) may be included in a link or direction about where to access the information where the form of notification used does not allow the details to be included in the notification (for example, a CSP cannot use website links in a letter).*

8.3.9. If a CSP applies a *suspension* to a *telecommunications service* following issue of a *second notice*, it must not suspend a *telecommunications service* that is a voice service in a way that prevents a customer from communicating with [emergency service numbers](#).

#### **Third (disconnection) notice**

8.3.10. If the [customer](#) has not paid a [bill](#) in full following a [second notice](#) being issued in accordance with cl. 8.3.6, a CSP must send the customer and any relevant [guarantor](#) a written [third \(disconnection\) notice](#).

8.3.11. A *third (disconnection) notice* must not be sent earlier than 5 [working days](#) after a *second notice* has been issued to a customer.

8.3.12. A *third (disconnection) notice* must constitute a payment reminder and must contain:

- (a) the earliest date that [disconnection](#) could occur (which must be at least 5 [working days](#) after the date the *third (disconnection) notice* is issued to the customer);
- (b) the words “important notice – please read” or similar, [prominently displayed](#);
- (c) the date of issue (if issued by letter or email); and

*Note: The issue date of an email notice is the date the email was sent.*

- (d) the potential consequences of non-payment, including (if applicable):

- (i) the impact of the *disconnection* on their [telecommunications service](#);
- (ii) that the *customer's* [telecommunications good](#) or service (and/or, where applicable, telephone number) may no longer be available after *disconnection* has occurred;
- (iii) any impacts the disconnection may have on other telecommunications goods and services the customer has with the CSP;
- (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](#);
- (v) that the debt may be passed to a debt collection agency and/or a debt buy-out service;
- (vi) that the *customer's* debt may be added to the *customer's* credit file with a *credit reporting body*; and
- (vii) that legal action may be taken to recover the unpaid debt.

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

*The information under cl. 8.3.12(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).*

8.3.13. A third (*disconnection*) notice must be sent separately to a [bill](#).

#### **8.4. Review of credit management decision**

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

- (a) review any decision to restrict, suspend or disconnect a [telecommunications service](#);
- (b) complete the review within 2 [working days](#); and
- (c) inform the *customer* of the outcome of that review.

#### **8.5. Debt collection**

8.5.1. A [CSP](#) must develop and implement an internal dispute resolution process for debt collection activities, which must be compliant with:

- (a) the [ACL](#);
- (b) Part 2, Division 2 of the Australian Securities and Investments Commission Act 2001; and
- (c) the National Consumer Credit Protection Act 2009 (Cth) which includes the National Credit Code as Schedule 1 to the NCCP.

8.5.2. 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.

- 8.5.3. 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.
- 8.5.4. A CSP must not sell or assign a debt to a third party if any amount of the debt is the subject of an unresolved [complaint](#).
- 8.5.5. 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.

**Debt collection guidelines**

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

**8.6. Disputed defaults**

- 8.6.1. 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:
  - (a) if the *customer* has been default listed with a [credit reporting body](#), notify the *credit reporting body* within 1 [working day](#);
  - (b) ensure no additional [credit management](#) charges apply; and
  - (c) ensure no other credit related disadvantages arise for the *customer* regarding the debt.
- 8.6.2. Where a CSP becomes aware that a *customer* has been default listed in error, the CSP must inform the *credit reporting body* within 1 *working day*.



## 9. CODE COMPLIANCE

### *Key objectives and chapter summary*

#### **Objectives**

To provide a framework which supports public and consumer confidence that:

- [CSPs](#) have systems and processes in place to achieve compliance with the Code;
- a CSP's self-attestations of Code compliance are subject to independent review by [Communications Compliance](#);
- there is annual public reporting on Code compliance; and
- [Communications Compliance](#) will refer CSPs to the ACMA for investigation and enforcement action if warranted.

#### **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.

### **9.1. CSP registration**

- 9.1.1. All [CSP's](#) that supply one or more active carriage services to [consumers](#) in Australia must:
- (a) register with [Communications Compliance](#) within 4 weeks of beginning operations as a CSP, providing all required information and contact details; and
  - (b) grant [Communications Compliance](#) permission to share registration details with the ATA and the ACMA.
- 9.1.2. CSP's must keep their registration details up to date, including by notifying [Communications Compliance](#) of any changes within 4 weeks of those changes taking place.

### **9.2. Compliance self-assessment**

- 9.2.1. A [CSP](#) must develop and implement systems and processes to assess, monitor and review Code compliance, address identified issues, and to report on compliance with the Code.
- 9.2.2. A CSP must conduct internal Code compliance reviews at least annually.
- 9.2.3. A CSP must ensure that its internal compliance review and assessment processes are monitored and reviewed by the CSP's senior executive, as described in Chapter 2, Organisation culture and governance.



### 9.3. Independent assessment of compliance by Communications Compliance – audit and assessment

- 9.3.1. A [CSP](#) must participate in the external audit and assessment process managed by [Communications Compliance](#), as outlined below.
- 9.3.2. A CSP must do all things reasonably necessary to assist *Communications Compliance* perform its functions. This includes complying with all reasonable directions and requests within specified timeframes.

#### **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 CSP's 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**

- 9.3.3. A [CSP](#) must submit a [Compliance Assessment Report](#) to [Communications Compliance](#):

- (a) within 2 months of registering with *Communications Compliance*; and
- (b) annually thereafter, by 1 September each year, or at such other date *Communications Compliance* sets after consultation with the ACMA and the ATA.

*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 – or other such date as described in cl. 9.3.3(b) - the following year.*

- 9.3.4. Where new Code requirements are subject to transitional arrangements, with the clause(s) not in effect at the time of the annual [Compliance Assessment](#), *Communications*

*Compliance* may request lodgement of an additional *Compliance Assessment Report* within the calendar year to cover only transitional clauses, once they become operative. CSP's must comply with any such request.

***Compliance Assessment Report: contents***

- 9.3.5. A *CSP* must complete each *Compliance Assessment Report* in full, per *Communication Compliance's* instructions, and include:
- (a) a completed *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
  - (d) a *Compliance Attestation* signed in line with cl. 9.3.7.
- Note: Communications Compliance provides a CAP template for CSPs to use.*
- 9.3.6. In completing the *Compliance Assessment Questionnaire* a *CSP* must self-assess as being compliant, partially compliant or non-compliant with each question.
- 9.3.7. A *CSP* must ensure that its CEO or a senior executive signs 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 *CAP(s)*.
- 9.3.8. A *CSP* must cooperate with all reasonable request from *Communication Compliance* to provide any further information required for its assessment.

### **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 [telecommunications goods](#) and/or [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 [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**

- 9.3.9. 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 this Code or the validity of its most recent [Compliance Assessment Report](#). This notification must:
- (a) describe the change, its impact and the timeframe of the change; and
  - (b) detail the actions taken or underway to assure Code compliance.
- 9.3.10. [Communication Compliance](#) will consider the notification and, having regard to all the circumstances, including possible [consumer](#) detriment, update its [Compliance Assessment](#) for that [CSP](#). In instances where [Communications Compliance](#) updates its [Compliance Assessment](#) for the [CSP](#) to an outcome of '[Not Substantiated](#)', a [CSP](#) must follow the [RCAP](#) process described in cl. 9.4.5.

#### 9.4. Independent assessment of compliance – outcomes, actions

- 9.4.1. [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.
- 9.4.2. *Communications Compliance* will provide written advice to each *CSP* about the outcome of its [Compliance Assessment](#).
- 9.4.3. *Communications Compliance* will determine and advise one of the following outcomes:
- (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**

- 9.4.4. 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:
- (a) provide a [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 to Remedy*, 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 Direction to Remedy for identified issues that can be remedied quickly will require the issues to be addressed and a report provided to confirm completion.*
- 9.4.5. A *CSP* must prepare a *RCAP* using the template provided by *Communications Compliance*, and ensure that it includes:
- (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.
- 9.4.6. *Communications Compliance* will consider the reasonableness of the proposed *RCAP*, including the proposed compliance timelines in the circumstances and will:
  - (a) approve the *RCAP*, in which case it becomes an [Approved RCAP](#); or
  - (b) request reasonable adjustments to the remedial actions proposed; and/or
  - (c) request reasonable adjustments to the timeframes proposed.
- 9.4.7. A CSP must update its *RCAP* to include any adjustments requested by *Communications Compliance*, and re-submit its *RCAP* to *Communications Compliance* for review in accordance with cl. 9.4.6 within 10 [working days](#) of a request from *Communications Compliance* to make reasonable adjustments.
- 9.4.8. A CSP with an *Approved RCAP* must:
  - (a) comply with an *Approved RCAP*;
  - (b) provide monthly [RCAP Progress Reports](#) to *Communications Compliance*, or on a different timeframe as reasonably directed by *Communications Compliance*; and
  - (c) achieve compliance within the timeframes set out in the *Approved RCAP* or as otherwise agreed with *Communications Compliance*.

***Partially substantiated***

- 9.4.9. 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 [CAP](#), *Communications Compliance* will notify the CSP and either:
  - (a) approve the CAP, in which case it becomes an [Approved Compliance Action Plan](#); or
  - (b) request the CSP to submit an updated CAP with reasonable adjustments to the actions or timeframes proposed.
- 9.4.10. A CSP must update its CAP to include any adjustments requested by *Communications Compliance* and re-submit its [CAP](#) to *Communications Compliance* for review in accordance with cl. 9.4.9 within 10 [working days](#) of a request from *Communications Compliance* to make reasonable adjustments.
- 9.4.11. A CSP must:
  - (a) comply with the *Approved CAP*;
  - (b) provide monthly [CAP Progress Reports](#) to *Communications Compliance*, or on a different timeframe as reasonably directed; and
  - (c) 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.

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

### **Failure to lodge**

- 9.5.1. [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](#).

### **Failure to meet RCAP obligations**

- 9.5.2. [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](#).
- 9.5.3. [Communications Compliance](#) may also formally refer a [CSP](#) to the ACMA where:
- (a) a [CSP](#) repeatedly refuses to reasonably cooperate with [Communications Compliance](#); or
  - (b) [Communications Compliance](#) suspects the [CSP](#) is attempting to manipulate the audit process.

### **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.

## 9.6. Records required to facilitate assessment

- 9.6.1. A [CSP](#) must keep sufficient records/data to facilitate assessment and reporting on compliance with the Code such as (for example):
- (a) evidence of training (including date, name/identifier of each participant, copies of training material);
  - (b) copies of policies/procedures or similar documentation;
  - (c) descriptions of the operation of IT systems;
  - (d) descriptions of the scope of business unit operations and practices, lines of accountability and escalation avenues and practices;
  - (e) pre-sale material, sales scripts/digital flow information;
  - (f) evidence of monitoring;
  - (g) information about the [CSP](#)'s annual compliance process;



- (h) contracts, Critical Information Statements and contract variation records;
  - (i) other materials relevant to assessing a CSP's approach to complying with each individual Code rule.
- 9.6.2. A CSP must keep the records/data required in cl. 9.6.1 for 2 years (or longer, if required by other regulation, or by [rules](#) within this Code).
- 9.6.3. A CSP must promptly provide the relevant records to [Communications Compliance](#) or the ACMA on request.

## 9.7. Annual public reporting

### Overall Code compliance indicators

- 9.7.1. [Communications Compliance](#) will publish on its website a list of:
- (a) [CSPs](#) that have lodged a [Compliance Assessment Report](#) and for which a [Compliance Assessment](#) has been completed; and
  - (b) CSPs that have been the subject of formal enforcement action by the ACMA as a result of not having lodged a *Compliance Assessment Report* with *Communications Compliance*.

### Annual report on Code compliance

- 9.7.2. [Communications Compliance](#) and the ATA 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).
- 9.7.3. The annual report on Code compliance will be published on the ATA and *Communication Compliance's* website.

*Note: The Annual Report is designed to provide public visibility of compliance actions under Chapter 9, including directions made by Communications Compliance in regard to [RCAPs](#) and [CAPs](#).*



## 10. GENERAL

### Chapter summary

This chapter covers the administrative elements of the Code.

### 10.1. Overview and scope

#### Code status

- 10.1.1. Section 112 of the [Act](#) 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.
- 10.1.2. The Code is registered with the ACMA for registration pursuant to section 117 of the [Act](#).

#### Scope

- 10.1.1. The Code applies to [CSPs](#) in respect of their relationship with [consumers](#) in Australia.
- 10.1.2. The Code applies to the [carriage service providers](#) section of the telecommunications industry under section 110 of the [Act](#).
- 10.1.3. The Code deals with the following activities as defined in section 109 of the [Act](#):
  - (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](#).
- 10.1.4. 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.

#### Commencement

- 10.1.5. This Code will commence 3 months after the day it is registered by the ACMA, on **[insert date that is 3 months after registration]** (**Commencement Date**), subject to cls. 10.1.6 and 10.1.7
- 10.1.6. 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. 2.2.2 - 2.2.14;
  - (b) Digital accessibility: cl. 3.1.8;
  - (c) Credit assessments: cls. 5.2.1- 5.2.13 inclusive;
  - (d) Payment methods, systems and processes: cls. 5.3.2, 7.7.1(b), 7.7.2, 7.10.1, 7.10.2, 7.10.3(a), 7.11.2, 7.11.7;
  - (e) Contact channels: cls. 6.1.2, 6.1.3, 6.1.4;
  - (f) Sales incentives: cls. 5.1.4 –5.1.8; and

(g) Information and publication requirements that relate to a delayed clause: cl. 4.1.8(b), 5.1.10, 5.1.11, 7.4.7(n) , 7.4.7(q)(i) and 7.4.7(q)(ii) ; and

(h) Remedies: cls. 5.1.22 and 5.1.23.

10.1.7. The following clause in this Code will commence 12 months after the day it is registered by the ACMA, on **[insert the date that is 12 months after registration]** (**Second Delayed Commencement Date**):

(a) Direct debit flexibility: cl. 7.10.3(b).

#### **Transitional arrangements**

10.1.8. [CSP's](#) must continue to comply with the *TCP Code C628:2019 Incorporating Variation No. 1/2022* (2019 Code) until the [Commencement Date](#), subject to cl. 10.1.9.

*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.*

10.1.9. 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, 2019 Code cl. 3.3.3;
- (b) General responsible selling training for [sales staff](#), 2019 Code cl. 4.5.1(c);
- (c) Responsible selling training for *sales staff* on [consumer](#) understanding of [telecommunications goods](#) and [services](#), 2019 Code cl. 4.5.1(f);
- (d) Responsible selling training for *sales staff* on identified needs, 2019 Code cl. 4.5.2(a); and
- (e) Code Compliance training, 2019 Code cl. 10.2.1.

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

#### **Compliance with the Code**

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

*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.*

*The ATA also works with [Communications Compliance](#) to provide resources to CSPs to assist it in meeting their obligations under the Code.*

## **10.2. Relevant documents**

10.2.1. The Code should be read in conjunction with:

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

- (i) the [Act](#);
  - (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 (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025;
  - (xiii) the Telecommunications (Financial Hardship) Industry Standard 2024;
  - (xiv) the Telecommunications service Provider (Customer Identity Authentication) Determination 2022;
  - (xv) the Telecommunications service Provider (International Mobile Roaming) Determination 2019;
  - (xvi) the Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2017; and
  - (xvii) 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;
  - (iv) C647 NBN Access Transfer Industry Code; and
  - (v) C617 Connect Outstanding 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) G652 NBN Migration Management Industry Guideline;
- (v) G612 Customer Requested Barring Industry Guideline.
- (vi) IGN 010 Communications Alliance Industry Guidance Note: Customer Process – Handling of Life Threatening and Unwelcome Communications;
- (vii) G677: Authorised Representatives and Advocates Guideline;
- (viii) ASIC, ACCC industry guide: “Debt collection guideline: for collectors and creditors”, April 2021;
- (ix) Web Content Accessibility Guidelines (WCAG, Level AA);
- (x) Australian Human Rights Commission: Guidelines on equal access to digital goods and services; and
- (xi) AMTA industry guidance: “Understanding coverage maps”.

### 10.3. Code Review and revision

10.3.1. The Code will be reviewed, and where necessary revised, as follows:

- (a) **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) **Annual consultation:** The ACMA and the ATA will consult at least once each year on whether the Code, or any part of the Code should be reviewed. As part of this consultation, the ACMA may direct the ATA to review the Code or a certain part of the Code, having regard to:
  - (i) any parts of the Code that have proven unclear;
  - (ii) any obligations or safeguards that need to be strengthened;
  - (iii) any changes that might be needed due to changes in technology, business practices or to keep the Code aligned with changes in other regulations or laws;
  - (iv) any other areas which the ACMA or ATA think is needed to better achieve the objectives of the Code; or
  - (v) any feedback on how the Code has operated from the TIO or consumer representative groups.

Each annual consultation will take into account the most recent Annual Report on Code Compliance received from the [Communications Compliance](#).

- (d) **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.

#### 10.4. Record retention

- 10.4.1. Subject to cls. 10.4.2 and 10.4.3, and having regard to the requirements in cl. 3.7 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 [customer contract](#);
- (b) keep the records required to be kept under cl. 5.3.4 for at least:
  - (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) promptly make those records available to the ACMA upon receiving a written request from the ACMA.

- 10.4.2. Where a *CSP* requires documents, or is required to keep a record of circumstances or notifications under cl. 3.3.2 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 no longer required to be kept by the *CSP*; or
- (b) the authorisation is changed by the *customer*.

10.4.3. Where a CSP requests evidence of vulnerability in relation to cl. 5.1.23, or is assessing evidence of vulnerability for the purposes of cl. 5.1.24, it must:

- (a) only retain any material or supporting evidence for the period that it is required to complete that assessment; and
- (b) after the completion of that assessment, dispose of, or destroy, any material or supporting evidence in a secure manner.

*Note: For clarity, subject to other laws or regulations, a CSP must not keep the actual material or supporting evidence provided, but may keep a record of the type of material or type of any supporting information that was provided, and relevant dates. For example, a CSP that sights a medical certificate may keep case notes to record that they had sighted a medical certificate for the customer and its date of issue.*

## **10.5. Power of the TIO to handle complaints under the Code**

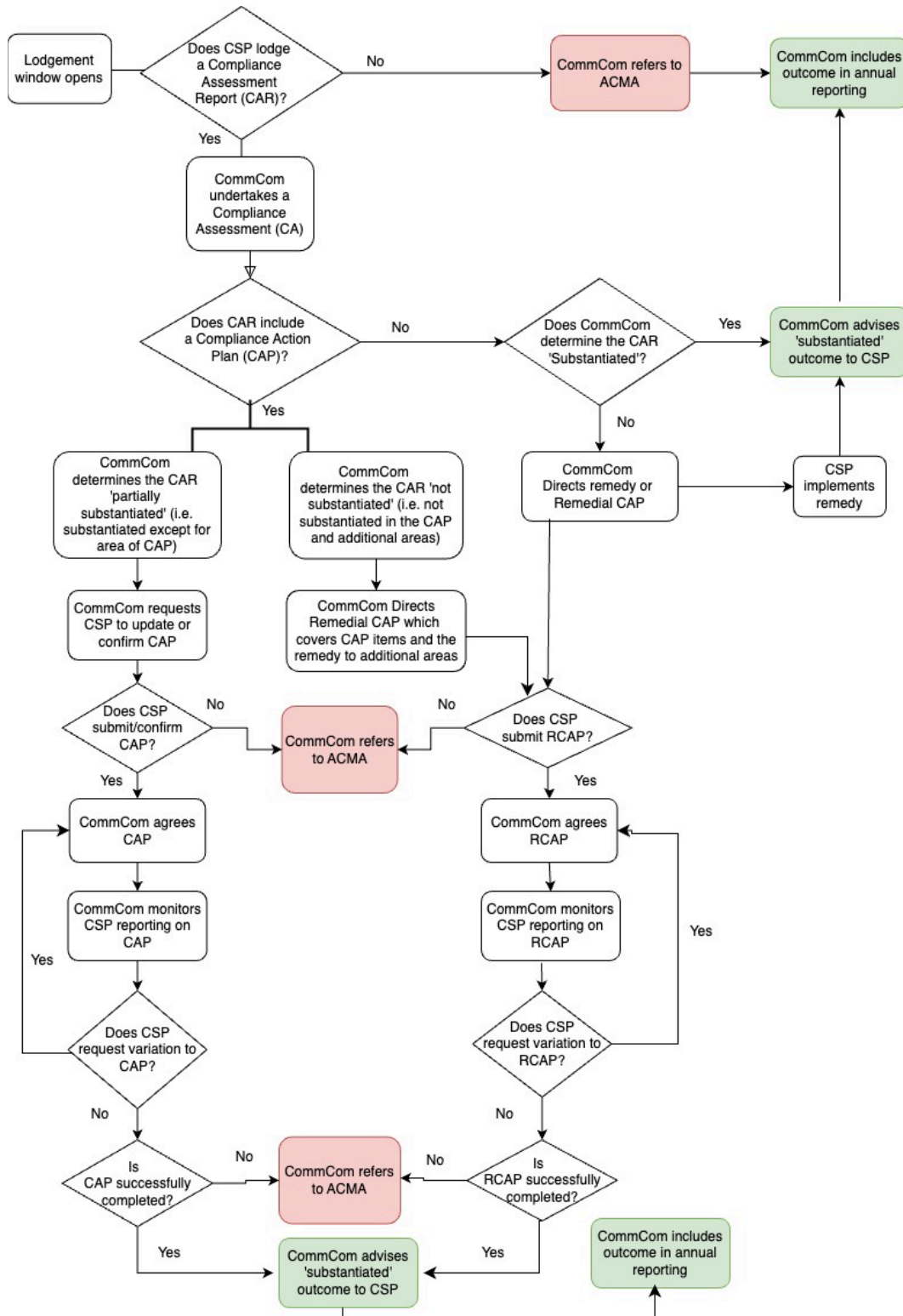
10.5.1. Under section 114 of the [Act](#) and subject to the consent of the [TIO](#), the Code confers on the TIO the functions and powers of:

- (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.

## Appendix 1:

### *Illustration of Communication Compliance's audit and assessment process*





## Appendix 2:

### *Consultation and process*

This Code was reviewed and revised following a comprehensive, consultative and transparent review and revision process lasting almost 2 years. The process started with a public discussion paper, which informed initial draft revisions. Code drafting was then refined by a Drafting Committee, in consultation with a Review Committee. For transparency, details about key issues under discussion were regularly shared on the ATA website. At various points of the process the ACMA Authority provided clear direction about mandatory provisions and inclusions.

The process was managed by the ATA.

Code drafting was undertaken by a small industry Drafting Committee (DC), supported by an ATA project manager, with final-stage legal drafting advice provided by Gilbert + Tobin.

A Review Committee (RC) comprising consumer, government agency, regulator, TIO and industry members, provided regular feedback and input on the Code's review, with regular Review Committee meetings providing the opportunity for issues to be explored in depth both verbally and in writing.

An Independent Adviser (IA) monitored and advised on the revision process to verify whether the consultation and drafting process was fair, reasonable and appropriately transparent. The IA attended all RC meetings and could, at his discretion, attend DC meetings, and liaise with the ACMA staff, Authority members, consumer groups, the CA project manager, and other stakeholders. The IA also provided an independent report to the ACMA for consideration at registration, covering the IA's views on the adequacy of the consultation process and the manner in which final drafting addressed key issues identified in the process.

Further information, including Terms of Reference for the RC and IA, iterative drafts, position papers, information papers and reports, ACMA Authority letters detailing its expectations and instructions, and further information on the process, can be found on the ATA website.

### **Review Committee**

<b>Organisation</b>	<b>Name, Position</b>	<b>Role</b>
(independent)	Michael Cosgrave	Independent Adviser
<b>ACCAN</b>	Gareth Downing, Deputy CEO	Representative (v)
<b>ACCC</b>	Catriona Lowe, Deputy Chair	Representative
<b>ACMA</b>	Craig Riviere, Executive Manager, Telecommunications Safeguards Branch	Representative
<b>Aussie Broadband</b>	Eric Erikson, Regulatory Affairs Advisor	Representative (v)
<b>Department of Communications</b>	Kathleen Sillerri, Assistant Secretary, Consumer Safeguard Branch; Andrew Symonds, Director, Codes and Standards Section.	Representative
<b>Optus</b>	Lisa Brown, Senior Manager, Consumer Policy	Representative (v)*
<b>Telstra</b>	Bill Gallagher, Regulatory and Legal Executive	Representative (v)

<b>TIO</b>	Cynthia Gebert, Telecommunications Industry Ombudsman	Representative
<b>TPG Telecom</b>	Alexander Osborne, Head of Regulatory	Representative (v)
<b>Twilio</b>	Natasha Slater, Director, Head of Government, Policy and Regulatory Affairs APJ	Representative (v)
<b>Vocus</b>	John Sexton, Manager Regulatory and Compliance – Telco / Beata Janetzki, Head of Consumer Risk & Compliance	Representative (v)
<b>Australian Telecommunications Alliance</b>	Peppi Wilson, Senior Manager, Policy and Regulation	RC Chair

*Note: voting members are identified as follows – (v).*

*\*James Endres at final stages and voting.*

#### **Drafting Committee**

<b>Organisation</b>	<b>Name, Position</b>
<b>Aussie Broadband</b>	Eric Erikson, Regulatory Affairs Advisor Isabelle Mihic, Regulatory Affairs Analyst
<b>Optus</b>	Lisa Brown, Senior Manager, Consumer Policy
<b>Telstra</b>	Shona Fury, Regulatory Principal, Strategic Policy and Regulatory Tarnya Wilkins, Regulatory Senior Specialist
<b>TPG Telecom</b>	Annie Leahy, Senior Regulatory Specialist
<b>Twilio</b>	Natasha Slater, Senior Manager, APAC Public Policy
<b>Vocus</b>	John Sexton, Manager Regulatory and Compliance – Telco Beata Janetzki - Head of Consumer Risk & Compliance

Project Management and drafting support was provided by Peppi Wilson, ATA.

