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## VARIATION TO THE MIGRATION PLAN GIVEN BY TELSTRA CORPORATION LIMITED TO THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION UNDER SECTION 577BF OF THE TELECOMMUNICATIONS ACT 1997 (CTH)

OVERVIEW AND SUPPORTING SUBMISSION

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**SUMMARY:** This document sets out a number of minor variations that Telstra proposes be made to the Migration Plan. The variations include amendments to the Cease Sale obligation in clause 17 of the Migration Plan, by which Telstra is obliged to cease to supply new Copper Services and HFC Services using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region, and the correction of a number of typographical and other errors in the Migration Plan.

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## SUMMARY

On 23 August 2011, Telstra provided the Australian Competition and Consumer Commission (the **ACCC**) with a Migration Plan pursuant to s 577BDA of the *Telecommunications Act 1997 (Cth)* (the **Migration Plan**). The ACCC approved the Migration Plan on 27 February 2012.

Where a final Migration Plan is in force, as now, s 577BF of the *Telecommunications Act 1997 (Cth)* allows Telstra to seek a variation of that Migration Plan, which variation will take effect if it is approved by the ACCC. The ACCC must approve the variation of the Migration Plan if the ACCC is satisfied that the variation complies with the Migration Plan Principles.

Telstra now provides the ACCC with the variations to the Migration Plan that are set out in the Schedules to this submission, which concern:

- Clause 17 of the Migration; and
- A number of typographical errors and other less substantial amendments to the Migration Plan.

Clause 17 of the Migration Plan required that Telstra must not supply any new Copper Service to a Retail Customer or to a Wholesale Customer, or any new HFC Service, using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region that is Passed and is NBN Serviceable (or, in the case of Copper Services, that is not NBN Serviceable but would require the installation of new copper or other infrastructure except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement). This obligation is commonly known as the “cease sale” obligation.

Telstra considers that clause 17 of the Migration Plan should be amended in three key respects:

1. The commencement of the cease sale obligation should be deferred until 1 May 2013, principally (a) to allow Telstra the necessary time to implement changes in its systems necessary to implement the cease sale arrangements in a way that will better achieve equivalence as between Wholesale Customers and Retail Customers, and to give wholesale customers more time to make any changes they require to their processes and systems ahead of the cease sale applying, and (b) to allow for further important communication to customers and other industry participants on the impact of cease sale for them;
2. Beyond 1 May 2013, the application of the cease sale obligation should be deferred until 10 Business Days after the Ready for Service Date for each Rollout Region so Telstra has sufficient time to input service class data from NBN Co into Telstra systems to support service qualification, and industry has more time to make any changes they require; and
3. Clause 17 should be amended to clarify that the cease sale obligation applies to orders or requests received by Telstra for new Copper Services or new HFC Services, and that the assessment of whether the cease sale obligation applies (including the conditions as to NBN Serviceability) will occur at the time Telstra receives the order, rather than during the course of “supply” or provisioning a service. The reference to a Premises being “Passed” should also be removed, and the principal condition for cease sale should be NBN Serviceability (as clause 17 already provides).

The variations that Telstra proposes to clause 17 will more accurately reflect the intention of the cease sale obligation, and will ensure that industry has time to adjust to the cease sale obligation commencing. It will also ensure clear expectations and consistent treatment across Telstra’s customers, thereby contributing to a positive end-user experience.

This submission explains Telstra’s proposed variations to clause 17, for which Telstra seeks the ACCC’s approval, and sets out why the ACCC should accept the proposed variations.

Telstra believes that, as the proposed changes to the cease sale obligation are minor in nature only (as they are not changing the substantive content of the obligation, but simply delaying the timing of its introduction) the ACCC may accept this variation without public consultation.

## PART A: CEASE SALE

### 1. BACKGROUND

Clause 17 of the Migration Plan obliges Telstra to not supply any new Copper Service to a Retail Customer or to a Wholesale Customer, and any new HFC Service, using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and is NBN Serviceable (or, in the case of Copper Services, that is not NBN Serviceable but would require the installation of new copper or other infrastructure except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement). This obligation is commonly known as the “cease sale” obligation (**Cease Sale**).

In preparing to operationalise the Cease Sale obligation, Telstra has identified a number of issues with the existing wording of clause 17 that it now seeks to address by way of a variation to clause 17. The changes Telstra seeks are all associated with improving the timeframe for implementation of the Cease Sale clause, rather than alterations to the substance of the Cease Sale obligation itself. Telstra’s proposed variations are set out in Schedule 1, and explained in this document.

### 2. VARYING THE MIGRATION PLAN

Section 577BF of the *Telecommunications Act 1997 (Cth)* allows Telstra to provide to the ACCC a variation of a final Migration Plan that is in force. The variation is then subject to approval by the ACCC and takes effect as a variation to the Migration Plan once approved. The ACCC is allowed to approve minor variations of the Migration Plan without public consultation, or following public consultation where the variation to the Migration Plan is not minor.

Given that the variations Telstra proposes are not substantial as they do not alter the intended purpose and effect of the Cease Sale obligation, but simply propose its deferral (which will be of benefit to industry and end-users, as it will allow more time for all parties to prepare for the Cease Sale obligation taking effect) Telstra considers that, for the purposes of s 577BF of the Act, the variations are minor in nature.

Telstra is concerned that it will not be able to implement the system changes required to give effect to the Cease Sale obligation, and that others in the industry will not have the opportunity to understand the import of the Cease Sale obligation and make whatever changes it needs to its own processes and systems, if the Cease Sale obligation were to be implemented prior to the proposed deferral date of 1 May 2013 (ie if NBN Co were to announce a Ready for Service Date prior to then). . . . Accordingly, Telstra requests the ACCC consider and approve this variation within a short period of time, so the operation of the Cease Sale obligation can be deferred to ensure Telstra and the rest of industry have the time required in which to understand, and implement, the processes and systems changes needed to give effect to the Cease Sale obligation. This will help promote a more positive end-user experience in the migration of services to the NBN.

### 3. CEASE SALE

#### 3.1. THE EXISTING PROVISION

The existing clause 17 of the Migration Plan provides as follows:

**17. No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable**

**17.1 No supply of Copper Services**

Subject to clause 21, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the

Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and:

(a) is NBN Serviceable; or

(b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.

### **17.2 No supply of HFC Services**

Telstra will not supply any new HFC Service to a Premises using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and NBN Serviceable.

## **3.2. SUMMARY OF ISSUES WITH THE EXISTING CLAUSE 17**

Since its approval, Telstra has been working to implement the various requirements of the Migration Plan, including the Cease Sale obligation. Telstra has also been in discussions with NBN Co regarding the implementation of clause 17 of the Migration Plan since March 2012.

Through this process, Telstra has identified a number of issues that require resolution by variation before clause 17 can be implemented:

- First, as currently worded, the Cease Sale obligation in clause 17 would commence on the Ready for Service Date for a Rollout Region. Telstra is concerned that if NBN Co announces a Ready for Service Date, Telstra, and the rest of industry, is unlikely to be ready to implement the Cease Sale obligation. In particular, Telstra is concerned that what amounts to a Cease Sale is not fully understood by industry, and Telstra has not had the opportunity to implement the systems changes required to give effect to the obligation, since it has only recently completed its own investigations as to how the Cease Sale obligation will be implemented.
- Secondly, if the Cease Sale obligation was to commence on the Ready for Service Date for each Rollout Region, this would leave Telstra with insufficient time to appropriately load into Telstra's systems the serviceability and address data needed to identify those premises to which Cease Sale will apply, and to comply with the Cease Sale obligation. We believe a period of 10 Business Days should be sufficient to allow for these changes to be implemented.
- Thirdly, the key to the Cease Sale obligation is the requirement that Telstra will not supply any new Copper Service or HFC Service in the specified circumstances. In practice, ceasing to supply those services will involve Telstra refusing an order or request to supply them. This is evident from the use of the term "new" in clause 17.1, indicating that the Cease Sale obligation applies to an order or request rather than to the ongoing supply of existing services, but is not clear from the existing wording of clause 17.

These issues are further explained in the sections that follow, which also set out the variations that Telstra proposes and the rationale for those variations. In essence, the variations proposed do not involve any substantial departure from the clause 17 that has already been approved by the ACCC as part of the Migration Plan, but rather seek to clarify clause 17 so that the Cease Sale obligation can be implemented in a way that maintains consistency with the Migration Plan Principles, and promotes a better experience for the industry and end-users, as it will allow more time for adjustment before the Cease Sale obligation applies upfront, as well as for each Rollout Region after the Ready for Service Date.

## 4. COMMENCEMENT OF THE CEASE SALE OBLIGATION

### 4.1. CURRENT POSITION

The first issue with the current wording of clause 17 is that the Cease Sale obligation would commence on the Ready for Service Date for a Rollout Region. The Ready for Service Date is:

- in respect of an Initial Release Rollout Region or Acquired Rollout Region, the date that NBN Co notifies as the Disconnection Commencement Date for that Rollout Region; and
- in respect of any other Rollout Region, the date that NBN Co publishes on its website which NBN Services supply can be commenced in the Rollout Region.

Telstra is concerned that, if NBN Co were to announce a Ready for Service Date, Telstra would not be in a position to implement the Cease Sale obligation, and that industry may not have sufficient time to adjust its own processes and make the changes required to give effect to the Cease Sale obligation. By providing the industry with certainty that the Cease Sale obligation could not take effect prior to 1 May 2013, it will ensure the industry will be better prepared for its operation, and that Telstra will have the capacity to automate ordering IT systems to implement the changes required to implement Cease Sale in a way which will allow for our systems to recognize orders that should be declined, rather than relying upon manual processes. By way of example, it will allow time for Telstra's Wholesale Customers to migrate to Telstra's Managed Service Qualification (**MSQ**) interface, which will allow Telstra to assess and reject orders in accordance with the Cease Sale obligation by both Wholesale Customers and Retail Customers using the same interface, rather than relying on manual processes. This will help promote equivalence in the application of the Cease Sale obligation for Wholesale and Retail customers.

If the Cease Sale obligation commences in the near term, there is also a risk that industry will not be fully prepared for its consequences. To date, communication with industry on what Cease Sale is, how it will apply in practice, and what it will mean for industry participants, has been very limited. Telstra considers that there is a need for further communication with industry and wholesale customers on these points, which should occur well in advance of the commencement of the Cease Sale obligation to allow industry participants to make their own preparations where required.

If Telstra is required to cease supply of new Copper Services and new HFC Services from the Ready for Service Dates of the first Rollout Regions in the NBN Rollout without the opportunity for proper communication with industry, then there is the potential for negative experiences on the part of industry participants, and end-users, who will not properly prepared for its operation. For example, appropriate communications will be required to address the following sorts of impacts of Cease Sale:

- End-users will only be able to obtain fibre services from an active RSP. Some Telstra Wholesale Customers will not be active RSPs, nor will an end-user's preferred supplier necessarily be an active RSP able to progress their request in their particular geographic area;
- End-users moving premises may not be able to obtain a fibre connection at the new premises through their current telecommunications supplier;
- Dealers, industry partners and outlets will require briefings and the ability to access service qualification functionality; and
- A Telstra Wholesale Customer that is not an active RSP will not be able to provide fibre services to end-users, and will not be able to supply new Copper Services to end-users.

Telstra believes it is important that the industry is educated on the impacts of Cease Sale, and that the industry has the certainty that there will be sufficient time for this to occur prior to the

commencement of the Cease Sale obligation, so that its impacts can be understood and appreciated by industry, and end-users.

## 4.2. DEFERRAL OF COMMENCEMENT

The most practical and logical solution to this issue is to defer the commencement of the Cease Sale obligation until Telstra has had adequate opportunity to implement the systems changes needed to give effect to the Cease Sale obligation, and to properly educate and prepare industry for its implementation, so the end-user experience can be maximised. Telstra's proposed variation commits Telstra to commence the Cease Sale obligation from 1 May 2013, or 10 Business Days after the Ready for Service Date of the Rollout Region where this is later.

Telstra proposes the introduction of a new "Cease Sale Commencement Date", to be defined in Schedule 9 of the Migration Plan as follows:

**Cease Sale Commencement Date** means, for a Rollout Region, the date published by Telstra that will be on or after the later of:

- (a) 1 May 2013; and
- (b) 10 Business Days after the Ready for Service Date.

The Cease Sale obligation would commence from the Cease Sale Commencement Date by virtue of two further variations:

- Sub-clauses 17.1 and 17.2 of the Migration Plan would be varied to replace the reference to the Ready for Service Date with a reference to the new "Cease Sale Commencement Date"; and
- A new sub-clause 17.3 would be added, as follows:

### **17.3 Commencement and operation of Clause 17**

Sub-clauses 17.1 and 17.2 do not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra prior to the Cease Sale Commencement Date.

Telstra would then be obliged not to supply any new Copper Services or HFC Services using a Separating Network after the Cease Sale Commencement Date for a Rollout Region in the prescribed circumstances.

## 4.3. TIME TO PROCESS DATA

A second related issue that Telstra has identified is that, if the Cease Sale obligation was to apply on the Ready for Service Date for each Rollout Region, Telstra may not have sufficient time to input the necessary address data into its systems to know the Premises for which it must refuse an order or request for a new service. Telstra expects to receive serviceability data from NBN Co on the Ready for Service Date (although NBN Co has no obligation to provide serviceability data on this date), which Telstra will need to then integrate into its system.

Telstra proposes to address this issue through the new Cease Sale Commencement Date, which would be the later of 1 May 2013 or 10 Business Days after the Ready for Service Date of the Rollout Region. Where the 10 Business Day period applies (where the Ready for Service Date is less than 10 Business Days before 1 May 2013 or is after 1 May 2013) Telstra expects it will have sufficient time to process in its systems the address information necessary to assess and, where required, to reject an order or request to which the Cease Sale obligation applies, after receipt of the relevant information from NBN Co. Telstra is concerned that if this additional time is not permitted, it will be unable to comply with the Cease Sale obligation as it is currently drafted.



## 5. APPLICATION OF CEASE SALE

### 5.1. SUPPLY OF "NEW" SERVICES

The Cease Sale obliges Telstra not to supply any "new" Copper Service or HFC Service in the specified circumstances. In practice, this will mean that Telstra will refuse an order or request to supply a Copper Service or HFC Service where Cease Sale applies. While it is not made clear in clause 17 as currently worded, the Cease Sale obligation applies in respect of an order or request, and at the time that order and request is made, rather than to the "supply" of such services generally or on an ongoing (in other words, not "new") basis. However, as currently worded clause 17 does not make this clear, and the use of the term "supply" in the clause is potentially confusing. Telstra therefore proposes a minor amendment to Clause 17 that makes it clear that the Cease Sale obligation will apply at the time the order or request is made.

### 5.2. PREMISES "PASSED"

A related issue with the existing clause 17 is that, as currently worded, the Cease Sale obligation currently would apply only to a Premises that is "Passed". According to the current definition of the term "Passed" in clause 1.2(b)(vii) of the Migration Plan, a premises is Passed if the Premises is included in a list of Premises notified by NBN Co to Telstra from time to time, under and in accordance with the Definitive Agreements, of Premises that both have been passed by the NBN Co Fibre Network and are capable of being physically connected to the NBN Co Fibre Network, irrespective of whether or not the Premises is NBN Serviceable. To know whether a Premises is Passed, Telstra would be reliant on NBN Co providing to Telstra a regularly updated list of Premises Passed in addition to those that are NBN Serviceable. Whether a Premises is Passed is entirely within NBN Co's control. A Passed Premises cannot obtain an NBN Service until it is serviceable, which may be some time after it is Passed, and one of Telstra's concerns in the implementation of Cease Sale was the potential for an end-user to be left without a service during the activation period allowed by the End User Connection Service Levels in NBN Co's Wholesale Broadband Agreement where the application of Cease Sale applies to the order would prevent Telstra from supplying a service.

Telstra believes it is unnecessary to rely on Passed information in the Migration Plan to make Cease Sale work.

For these reasons, Telstra proposes a variation to clause 17 to remove the condition that a Premises be "Passed" for the Cease Sale obligation to apply. The result is that the Cease Sale obligation will apply where, at the time the relevant order or request is received by Telstra, the premises is NBN Serviceable (or not NBN Serviceable, but would require infrastructure installation). Telstra considers this to be a considerably more practical way to implement the Cease Sale obligation, which still achieves the objective of Telstra ceasing to supply services upon NBN Serviceability, and provides greater benefits for end-users.

### 5.3. CEASE SALE TO APPLY TO ORDERS OR REQUESTS FOR SERVICES

Telstra proposes clarifying clause 17 to address the issues above in two ways:

- First, by specifying in clause 17.1 that Telstra will not supply new Copper Services to a Premises that "at the time the order or request is received by Telstra" is NBN Serviceable or not NBN Serviceable (as per sub-clause 17.1(a) and (b)), and removing the reference to "Passed", as follows:

#### **17.1 No supply of Copper Services**

... Telstra will not supply any new Copper Service ... at a Premises within the Fibre Footprint in that Rollout Region which is ~~Passed and~~, **at the time the order or request is received by Telstra:**

(a) is NBN Serviceable; or



(b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.

This amendment also eliminates the possibility that a customer's request for a new service might be accepted only for Telstra to be required not to activate it if the Premises becomes NBN Serviceable in the interim.

- Secondly, clarifying that the Cease Sale obligations apply to "orders or requests for the supply of new Copper Services or HFC Services" in the new clause 17.3, as follows:

**17.3 Commencement and operation of Clause 17**

Sub-clauses 17.1 and 17.2 do not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra prior to the Cease Sale Commencement Date.

Telstra considers that these amendments are consistent with the intention of the Cease Sale obligation, and will benefit customers by providing greater clarity and visibility as to when the Cease Sale obligation will apply. It also clarifies that in-train orders or requests, which were received by Telstra prior to the relevant Cease Sale Commencement Date, will continue to be processed according to Telstra's business as usual processes, even if they are not provisioned by the Cease Sale Commencement Date.

## 6. MATTERS THE ACCC MUST TAKE INTO ACCOUNT WHEN DECIDING WHETHER TO APPROVE THIS VARIATION TO THE MIGRATION PLAN

Section 577BF of the *Telecommunications Act 1997 (Cth)* requires that the ACCC approve a variation to the Migration Plan if it is satisfied that the variation complies with the *Telecommunications (Migration Plan Principles) Determination 2011* (the **Migration Plan Principles** or **MPPs**).

The key objectives of the Migration Plan Principles (found principally in the general principles at MPPs 8 and 21) are to ensure that the Migration Plan provides for the efficient and timely disconnection of wholesale and retail carriage services by Telstra as part of the migration process, and equivalence in the disconnection processes that Telstra will implement for its wholesale and retail customers.

The ACCC approved the exiting Clause 17 as part of the Migration Plan approved on 27 February 2012.

As varied, Clause 17 of the Migration Plan would continue to comply with the Migration Plan Principles. In particular, the variations to clause 17:

- (a) Do not involve any substantial departure from the intent or purpose of the Cease Sale obligation, and that obligation will operate as originally intended. The variations merely clarify the obligation and enable Telstra to implement it practically, and in a timeframe which will promote better outcomes for industry and end-user customers. Telstra has also, as far as possible, limited the extent of the variations necessary to achieve this.
- (b) Would be consistent with the efficient and timely disconnection of carriage services. The Cease Sale obligation is concerned with Telstra ceasing to supply new services, rather than disconnecting services, the proposed variations will not affect the efficient and timely disconnection of carriage services.
- (c) Would be consistent with the minimisation of disruption to the supply of fixed-line carriage services. The Cease Sale obligation as varied will operate consistently with the intention of the Migration Plan that end-users will not impact on any disruption to the supply of fixed-

line services. The proposed variations that clarify that Cease Sale applies to orders and requests when received by Telstra will also assist to give Telstra customers greater visibility of the Cease Sale obligation and when it will apply.

- (d) Are likely to enhance Telstra's ability to implement the Cease Sale obligation in a more consistent manner across its customer base, by allowing Telstra greater time to implement system changes that will promote the equivalent treatment of Wholesale Customers and Retail customers, particularly by allowing Telstra a greater timeframe to implement systems changes so that orders or requests from both sets of customers may be processed using the same service qualification interface.

## 7. ENGAGEMENT WITH NBN CO

Telstra has undertaken substantial engagement with NBN Co in preparing the proposed variations to clause 17 of the Migration Plan. Telstra first raised the prospect of a variation to clause 17 with NBN Co on 28 March 2012, and following numerous discussions, the parties have reached agreement on the proposed variation set out in Schedule 1.

## PART B: OTHER AMENDMENTS

### 8. CORRECTION OF TYPOGRAPHICAL ERRORS AND OTHER UNSUBSTANTIAL AMENDMENTS

Telstra has identified, and set out in Schedule 2 to this document, a number of typographical or otherwise unsubstantial errors in the Migration Plan that require correction or small amendments, including the following:

- (a) **Clause 20 (Soft Dial Tone)**: Telstra proposes that the titles to sub-clauses 20.1 and 20.2 be amended to remove the references to "voice only". Those sub-clauses require Telstra to provide Soft Dial Tone after the Disconnection Date for customers of voice services – they do not relate to "voice only" services. Although the headings do not impact the interpretation of the sub-clauses, Telstra considers that the amendment is warranted to avoid any confusion about the scope or effect of clause 20.
- (b) **Clause 22.3(d) (Removal of Cables)**: Telstra proposes amending the reference in this subclause to "the Telstra Wholesale Business Unit website" to "the Telstra Wholesale website". Telstra considers that the words "Business Unit" were a typographical error, and are liable to confuse a reader into understanding there to be multiple websites.
- (c) **Clause 31 (Dispute Resolution)**: Telstra proposes amending clause 31(b) to clarify that a dispute under the Plan *may* be referred directly to the Adjudicator. The word "may" was omitted from the final Migration Plan in error.

The other variations set out in Schedule 2 should be self-explanatory.

These variations do not give rise to any non-compliance with the Migration Plan Principles nor any inconsistency with the remainder of the Migration Plan, and are minor in nature.

## 9. ENGAGEMENT WITH NBN CO

Telstra has provided the amendments set out in Schedule 2 to NBN Co and has sought NBN Co's feedback on those amendments. NBN Co has confirmed it has no objection to the amendments set out in Schedule 2.

## SCHEDULE 1: Variations to clause 17 of the Migration Plan

COLUMN A Existing provision	COLUMN B Varied provision in mark-up	COLUMN C Varied provision
<p><b>17. No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable</b></p> <p><b>17.1 No supply of Copper Services</b></p> <p>Subject to clause 21, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and:</p> <p>(a) is NBN Serviceable; or</p> <p>(b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.</p>	<p><b>17. No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable</b></p> <p><b>17.1 No supply of Copper Services</b></p> <p>Subject to <u>sub-clause 17.3 and</u><sup>[1]</sup> clause 21, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the <del>Ready for Service</del><u>Cease Sale Commencement</u><sup>[2]</sup> Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is <del>Passed and</del><sup>[3]</sup> <u>at the time the order or request is received by Telstra</u><sup>[4]</sup>:</p> <p>(a) is NBN Serviceable; or</p> <p>(b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.</p>	<p><b>17. No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable</b></p> <p><b>17.1 No supply of Copper Services</b></p> <p>Subject to sub-clause 17.3 and clause 21, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the Cease Sale Commencement Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which, at the time the order or request is received by Telstra:</p> <p>(a) is NBN Serviceable; or</p> <p>(b) is not NBN Serviceable but would require the installation of new copper or other infrastructure (i.e. there is not an 'in place' copper connection at the Premises) except and to the extent that Telstra in its discretion supplies a new Copper Service to the Premises in order to fulfil a USO requirement.</p>

<sup>1</sup> See part 4.2 of this document.

<sup>2</sup> See part 4.2 of this document.

<sup>3</sup> See part 5.2 of this document.

<sup>4</sup> See part 5.3 of this document.

<b>COLUMN A</b> <b>Existing provision</b>	<b>COLUMN B</b> <b>Varied provision in mark-up</b>	<b>COLUMN C</b> <b>Varied provision</b>
<p><b>17.2 No supply of HFC Services</b></p> <p>Telstra will not supply any new HFC Service to a Premises using a Separating Network after the Ready for Service Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is Passed and NBN Serviceable.</p>	<p><b>17.2 No supply of HFC Services</b></p> <p>Telstra will not supply any new HFC Service to a Premises using a Separating Network after the <del>Ready for Service</del> <b>Cease Sale Commencement</b><sup>[5]</sup> Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is <del>Passed and</del><sup>[6]</sup> NBN Serviceable.</p> <p><b><u>17.3 Commencement and operation of Clause 17</u></b></p> <p><b><u>Sub-clauses 17.1 and 17.2 do not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra<sup>[7]</sup> prior to the Cease Sale Commencement Date.<sup>[8]</sup></u></b></p> <p><i>In addition, the following definition is to be added to Schedule 9 (after the definition of CDBOR):</i></p> <p><b>Cease Sale Commencement Date</b> means, for a Rollout Region, the date published by Telstra that will be on or after the later of:</p> <p>(a) 1 May 2013; and</p> <p>(b) 10 Business Days after the Ready for Service Date.<sup>[9]</sup></p>	<p><b>17.2 No supply of HFC Services</b></p> <p>Telstra will not supply any new HFC Service to a Premises using a Separating Network after the Cease Sale Commencement Date for a Rollout Region at a Premises within the Fibre Footprint in that Rollout Region which is NBN Serviceable.</p> <p><b>17.3 Commencement and operation of Clause 17</b></p> <p>Sub-clauses 17.1 and 17.2 do not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra prior to the Cease Sale Commencement Date.</p>

<sup>5</sup> See part 4.2 of this document.

<sup>6</sup> See part 5.3 of this document.

<sup>7</sup> See part 5.3 of this document.

<sup>8</sup> See part 4.2 of this document.

<sup>9</sup> See part 4.3 of this document.

## SCHEDULE 2: Correction of typographical errors and other small amendments

COLUMN A <i>Existing provision</i>	COLUMN B <i>Varied provision in mark-up</i>	COLUMN C <i>Varied provision</i>
<b>Clause 5.3(a)(i)</b> (Individual work plans)		
<i>(a) In accordance with the roadmap provided to the ACCC under clause 5.2, Telstra will for each Required Measure:</i>	<i>(a) In accordance with the roadmap provided to the ACCC under clause 5.2, Telstra will for each Required Measure:</i>	<i>(a) In accordance with the roadmap provided to the ACCC under clause 5.2, Telstra will for each Required Measure:</i>
<i>(i) develop a work plan which which meets the requirements of clause 5.3(b);</i>	<i>(i) develop a work plan which <del>which</del> meets the requirements of clause 5.3(b);</i>	<i>(i) develop a work plan which meets the requirements of clause 5.3(b);</i>
<b>Clause 20</b> (Soft Dial Tone)		
<b>20.1 Telstra to provide Soft Dial Tone after the Disconnection Date for voice only customers supplied using Wholesale Line Rental</b>	<b>20.1 Telstra to provide Soft Dial Tone after the Disconnection Date for voice <del>only</del> customers supplied using Wholesale Line Rental</b>	<b>20.1 Telstra to provide Soft Dial Tone after the Disconnection Date for voice customers supplied using Wholesale Line Rental</b>
...	...	...
<b>20.2 Telstra to provide Soft Dial Tone after the Disconnection Date for voice only Retail Customers of voice services</b>	<b>20.2 Telstra to provide Soft Dial Tone after the Disconnection Date for <del>voice</del> <del>only</del> Retail Customers of voice services</b>	<b>20.2 Telstra to provide Soft Dial Tone after the Disconnection Date for Retail Customers of voice services</b>
<b>Clause 22.3(d)</b> (Removal of cables)		
<i>(d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale Business Unit website.</i>	<i>(d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale <del>Business Unit</del> website.</i>	<i>(d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale website.</i>

<b>COLUMN A</b> <b>Existing provision</b>	<b>COLUMN B</b> <b>Varied provision in mark-up</b>	<b>COLUMN C</b> <b>Varied provision</b>
<p><b>Clause 31</b> (Dispute resolution process)</p> <p>(a) A Wholesale Customer may refer any complaint or dispute under this Plan to the Adjudicator for resolution under and in accordance with the ITA Process set out in Schedule 5 to the Undertaking.</p> <p>(b) For clarity, any dispute under this Plan be referred directly to the Adjudicator and is not required to be first referred to or dealt with by Telstra under the Accelerated Investigation Process.</p>	<p>(a) A Wholesale Customer may refer any complaint or dispute under this Plan to the Adjudicator for resolution under and in accordance with the ITA Process set out in Schedule 5 to the Undertaking.</p> <p>(b) For clarity, any dispute under this Plan <u>may</u> be referred directly to the Adjudicator and is not required to be first referred to or dealt with by Telstra under the Accelerated Investigation Process.</p>	<p>(a) A Wholesale Customer may refer any complaint or dispute under this Plan to the Adjudicator for resolution under and in accordance with the ITA Process set out in Schedule 5 to the Undertaking.</p> <p>(b) For clarity, any dispute under this Plan may be referred directly to the Adjudicator and is not required to be first referred to or dealt with by Telstra under the Accelerated Investigation Process.</p>
<p><b>Schedule 1, section 3.3</b> (Order fulfilment) [see page 63]</p> <p>If the disconnection of an STS or WLR Service results in the disconnection of a retail copper broadband service provided using the same Copper Path, Telstra does not typically<sup>8</sup> notify the relevant retail customer after disconnection fo the retail copper broadband service (other than through its final Bill for the relevant service).</p>	<p>If the disconnection of an STS or WLR Service results in the disconnection of a retail copper broadband service provided using the same Copper Path, Telstra does not typically<sup>8</sup> notify the relevant retail customer after disconnection <del>fo</del> the retail copper broadband service (other than through its final Bill for the relevant service).</p>	<p>If the disconnection of an STS or WLR Service results in the disconnection of a retail copper broadband service provided using the same Copper Path, Telstra does not typically<sup>8</sup> notify the relevant retail customer after disconnection of the retail copper broadband service (other than through its final Bill for the relevant service).</p>
<p><b>Schedule 1, section 4.1</b> (Order capture)</p> <p>Telstra will accept and process LNP Requests (including associated Simple Notification Advices (<b>SNAs</b>), Electronic Cutover Advices (<b>ECAs</b>), Complex Notication Advices (<b>CNAs</b>) and Complex Cutover Advices (<b>CCAs</b>) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (<b>LNPCIS</b>) using the standard wholesale file</p>	<p>Telstra will accept and process LNP Requests (including associated Simple Notification Advices (<b>SNAs</b>), Electronic Cutover Advices (<b>ECAs</b>), Complex Notif<del>ication</del> Advices (<b>CNAs</b>) and Complex Cutover Advices (<b>CCAs</b>) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (<b>LNPCIS</b>) using the</p>	<p>Telstra will accept and process LNP Requests (including associated Simple Notification Advices (<b>SNAs</b>), Electronic Cutover Advices (<b>ECAs</b>), Complex Notification Advices (<b>CNAs</b>) and Complex Cutover Advices (<b>CCAs</b>) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (<b>LNPCIS</b>) using the</p>



COLUMN A	COLUMN B	COLUMN C
Existing provision	Varied provision in mark-up	Varied provision
transfer process for LNP requests, set out in the LNP IT Standard.	standard wholesale file transfer process for LNP requests, set out in the LNP IT Standard.	standard wholesale file transfer process for LNP requests, set out in the LNP IT Standard.
<b>Schedule 9</b> (Dictionary)		
<b>Service Equivalent</b> in relation to two carriage services, means that those carriage services are substantially similar in terms of bandwidth, availability, service level agreements, UNI characteristics and features an encapsulation protocol;	<b>Service Equivalent</b> in relation to two carriage services, means that those carriage services are substantially similar in terms of bandwidth, availability, service level agreements, UNI characteristics and features <u>and</u> encapsulation protocol;	<b>Service Equivalent</b> in relation to two carriage services, means that those carriage services are substantially similar in terms of bandwidth, availability, service level agreements, UNI characteristics and features and encapsulation protocol;