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# Migration Plan

given by Telstra Corporation Limited to the  
Australian Competition and Consumer  
Commission on 23 August 2011 under section  
577BDA of the Telecommunications Act 1997

Incorporating Amendments to 5 June 2015

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## Contents

	Page	
1	Defined terms and interpretation	2
2	Objective and scope of this Plan	7
3	Application of this Plan	12
4	Commencement and term	12
5	Required Measures and replacement Schedules	15
6	Telstra to use Existing Processes	17
7	Telstra's timetable for disconnection of Premises will be determined by reference to NBN Co's rollout schedule	20
8	Provision by Telstra of information about disconnection and Disconnection Dates	23
9	Disconnection of Copper Services and HFC Services during the Migration Window	24
10	Pull Through Activities	28
11	Telstra staff and contractors attending on site	29
12	Telstra activities in the lead up to the Disconnection Date for each Rollout Region	30
13	Order Stability Period	31
14	Managed Disconnection commencing at the Disconnection Date	34
15	Types of Premises and related Disconnection Windows	35
16	Disconnection of all Premises to be completed by the Designated Day	39
17	No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable	39
18	HFC Services	41
19	Temporary Reconnection	44
20	Telstra's commencing to provide services using the NBN	45
21	Soft Dial Tone	46
22	Special Services	46
23	Removal of Wholesale Customer equipment from Telstra facilities	54
24	Information supplied to NBN Co	55

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25	Information security	56
26	Reporting framework	61
27	Rectification of this Plan	62
28	Compliance	63
29	Variation of an Existing Process or development of new or modified Disconnection Measures	64
30	Testing of new or modified disconnection processes	70
31	Telstra will consult with NBN Co about relevant matters under this Plan	71
32	Dispute resolution process	72
33	Functions and powers of the ACCC under this Plan	72
	Schedule 1 Telstra existing standard processes for disconnection of Copper Services (other than Special Services)	73
	Schedule 2 Telstra existing standard processes for disconnection of HFC Services	99
	Schedule 3 Principles for Managed Disconnection immediately following the Disconnection Date	101
	Schedule 4 Special Services	115
	Schedule 5 Technical conditions constituting permanent disconnection	121
	Schedule 6 Information security principles for development of NBN Information Security Plan	124
	Schedule 7 Required Measures	127
	Schedule 8 Information to be provided by Telstra to NBN Co under the Definitive Agreements	156
	Schedule 9 Excluded Order Types	158
	Schedule 10 — Dictionary	160
	Schedule 11 Specified Rollout Regions	185

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## Background

- A The Commonwealth is proposing to deploy the NBN Fixed Line Network to pass 93% of Australian premises.
- B The Commonwealth established NBN Co to construct, own and operate the NBN Fixed Line Network.
- C Telstra has given the ACCC an Undertaking under subsection 577A(1) of the Act which came into force on 6 March 2012 and which requires that Telstra must (among other things) ensure that, by the Designated Day, it does not supply fixed-line carriage services to retail customers over a telecommunications network Telstra controls, other than as provided in the Networks and Services Exemption.
- D The Commonwealth's original proposal was to deploy the NBN Fixed Line Network as an FTTP network and the Migration Plan as originally approved by the ACCC was based on that model. The Commonwealth subsequently decided to deploy the NBN Fixed Line Network using a combination of fixed network technologies and the Migration Plan has been varied accordingly.
- E Telstra and NBN Co have agreed that Telstra will progressively disconnect fixed line carriage services (other than Exempt Services) that are supplied by Telstra to Premises within the Fixed Line Footprint using the Copper Network and HFC Network as the NBN Fixed Line Network is deployed.
- F Subject to the Varied Plan being approved by the ACCC, Telstra and NBN Co have agreed that in order to implement the Commonwealth's policy of using a combination of fixed network technologies, Telstra will transfer to NBN Co ownership and/or operational control of parts of the Copper Network and HFC Network as the NBN Fixed Line Network is deployed.
- G This Plan sets out certain actions that Telstra will take, and those processes which it will apply to:
  - (a) cease to supply fixed line carriage services (other than Exempt Services) using the Copper Network and HFC Network; and
  - (b) commence to supply fixed line carriage services using the NBN Fixed Line Network.
- H This Plan (in its original form) was given by Telstra to the ACCC under subsection 577BC(1) and in accordance with section 577BDA of the Act.
- I In a document accompanying the Undertaking, Telstra nominated for the purpose of subsection 577AA(1)(c)(vi) of the Act that the ACCC's acceptance of the Undertaking was to be subject to the ACCC approving this Plan (in its original form).

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# 1 Defined terms and interpretation

## 1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 10 (**Dictionary**) to this Plan, has the meaning given to it in the Dictionary;
- (b) which is not defined in the Dictionary, has the meaning given to it in the Undertaking; and
- (c) which is defined in the Act, but is not defined in the Dictionary or the Undertaking, has the meaning given to it in the Act.

## 1.2 Interpretation

- (a) Subject to clauses 1.2(b) and 1.2(c), the Dictionary sets out rules of interpretation for this Plan.
- (b) For the purposes of this Plan:
  - (i) Telstra disconnects a Premises from a Separating Network when that Premises is Passed and Telstra ceases to supply all Copper Services or HFC Services (other than Special Services and Special Service Inputs) to that Premises using that Separating Network;
  - (ii) Telstra disconnects a Separating Network in a Rollout Region when it ceases to supply Copper Services or HFC Services (other than Special Services and Special Service Inputs) using that Separating Network to any Premises in that Rollout Region that is Passed, other than Premises to which one of the circumstances in clause 16 applies;
  - (iii) Telstra disconnects a Copper Service or HFC Service supplied to a Premises in a Rollout Region that is Passed when it ceases to supply that service to that Premises using the Copper Network or HFC Network, respectively;
  - (iv) Telstra disconnects a Soft Dial Tone service from a Premises that is Passed when Telstra removes the Soft Dial Tone service from an active Copper Service supplied to that Premises;
  - (v) a Copper Path connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of that Copper Path;
  - (vi) an HFC Line connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of the relevant Premises; and
  - (vii) a Premises is Passed if the Premises is included in the Fixed Footprint List determined based on information notified by NBN Co to Telstra from time to time, under and in accordance with the Definitive Agreements, of Premises that have been passed by the NBN Fixed Line Network and that:

- (A) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be FTTB-Connected or FTTP-Connected - NBN Co determines, in accordance with the NBN Co Design Rules, that the Premises is, or is capable of being, physically connected to Verified optical fibre in the NBN Fixed Line Network; or
- (B) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be FTTN-Connected - the Premises is electrically connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that the Premises is capable of being electrically connected to, a NBN Co FTTN Node or the relevant technology at the distribution point in the NBN Fixed Line Network by a copper or aluminium wire based line, except where the location is served using a small pair gain system; or
- (C) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be connected to the NBN Fixed Line Network by a hybrid fibre-coaxial cable access technology - an operational port is available for connection to that Premises (or would be available following upgrade of a Relevant Tap) and the network containing the Relevant Tap is suitably dimensioned and RF tuned; or
- (D) in any other case, that Premises is connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that the Premises is capable of being connected to, the NBN Fixed Line Network,

in each case irrespective of whether or not the Premises is NBN Serviceable.

- (c) For the purposes of this Plan, where a Copper Service is supplied by Telstra using a Copper Line, Copper Sub-Loop or voiceband spectrum licensed by NBN Co to Telstra under the Continuity Deed or Licence Agreement:
  - (i) that Copper Line, Copper Sub-Loop or voiceband spectrum licensed to Telstra will be deemed to form part of the Copper Network for the purpose of this Plan, to the extent that those assets or that spectrum are used by Telstra to supply that Copper Service; and
  - (ii) clause 1.2(b) will apply in respect of the disconnection of the Copper Service,

unless and until all relevant Copper Services supplied using that Copper Line, Copper Sub-Loop or voiceband spectrum are disconnected, at which time the Copper Line, Copper Sub-Loop or voiceband spectrum will cease to form part of the Copper Network for the purpose of this Plan and will be taken to form part of the NBN Fixed Line Network. For clarity, a Copper Line, Copper Sub-Loop or voiceband spectrum may revert to forming part of the Copper Network if, notwithstanding disconnection, a Copper Service is subsequently supplied using that Copper Line, Copper Sub-Loop or voiceband spectrum, such as where the Copper Service is restored in accordance with this Plan or where a

Special Service or Special Service Input is supplied over the Copper Line, Copper Sub-Loop or voiceband spectrum.

- (d) For the purposes of this Plan, where Telstra supplies a HFC Service in a Rollout Region using any assets which were part of the HFC Network that have been transferred to NBN Co by Telstra or RF Spectrum within such assets and which have been licensed back from NBN Co to Telstra under the Continuity Deed or Licence Agreement:
  - (i) those licensed assets (or RF Spectrum allocated to Telstra) will be deemed to form part of the HFC Network for the purpose of this Plan, to the extent that those assets or that RF Spectrum are used by Telstra to supply that HFC Service; and
  - (ii) clause 1.2(b) will apply in respect of the disconnection of the HFC Service,

unless and until the last HFC Service supplied in that Rollout Region using a Telstra CMTS within the HFC Network is disconnected or Migrated, at which time those licensed HFC assets or RF Spectrum will cease to form part of the HFC Network for the purpose of this Plan and will be taken to form part of the NBN Fixed Line Network. For clarity, assets or RF Spectrum that had formed part of the HFC Network may revert to forming part of the HFC Network if, notwithstanding disconnection, an HFC Service is subsequently supplied using those assets or that RF Spectrum, such as where the HFC Service is restored in accordance with this Plan.

- (e) In accordance with subsection 577BF(7) of the Act, when the Varied Plan comes into force the Undertaking will have effect as if the provisions of this Plan were provisions of the Undertaking.
- (f) Explanatory notes included in this Plan may be taken into account when interpreting it.
- (g) If there is any conflict or inconsistency between any of the provisions of this Plan (other than the Schedules) and the provisions of a Schedule to this Plan, the provisions of this Plan (other than the Schedules) will prevail to the extent of the conflict or inconsistency.

### **1.3 Types of Rollout Regions and the Fixed Line Footprint within each Rollout Region**

- (a) Telstra's disconnection of Premises under this Plan will occur on a region by region basis and as NBN Co rolls out the NBN Fixed Line Network and Premises are Passed.
- (b) The types of regions that will be the basis of deployment of the NBN Fixed Line Network are:
  - (i) a Service Area Module (**SAM**);
  - (ii) a Target MDU Rollout Region;
  - (iii) an Initial Release Rollout Region;
  - (iv) an Acquired Network Rollout Region;

- (v) an In-fill Rollout Region; and
  - (vi) a Service Continuity Region
- (each referred to as a **Rollout Region**).
- (c) The Fixed Line Footprint in each Rollout Region is:
    - (i) at any time prior to the relevant Disconnection Date the set of Premises set out in the most recent Proposed Fixed Footprint List for that Rollout Region; and
    - (ii) on and from the Disconnection Date, the set of Premises set out in the Final Fixed Footprint List for that Rollout Region.

#### **1.4 MDU Common Areas and related Copper Services and HFC Services**

- (a) An MDU Common Area will constitute a Premises for which obligations under this Plan apply when and only for so long as the MDU Common Area is notified by NBN Co to Telstra as being included in the Fixed Footprint List in a Rollout Region.
- (b) An MDU Common Area will form part of the Rollout Region in respect of which NBN Co has notified Telstra that the MDU Common Area is included in the Fixed Footprint List in that Rollout Region.
- (c) Notwithstanding any other provision of this Plan, Copper Services and HFC Services that are supplied to Premises that are MDU Common Areas will be Migrated as follows:
  - (i) clause 17 of this Plan will apply in respect of any Copper Service or HFC Service supplied to an MDU Common Area in the same manner as for any other Premises in the same Rollout Region; and
  - (ii) clause 14 will not apply to any Copper Service or HFC Service supplied to an MDU Common Area that remains active on or after the Disconnection Date for the Rollout Region in which it is located, provided that once a Premises that is an MDU Common Area is permanently disconnected, clause 19 applies in respect of that Premises.
- (d) Subject to clause 1.4(e), Telstra will:
  - (i) disconnect and will keep disconnected any Copper Service or HFC Services supplied to an MDU Common Area in accordance with any disconnection orders received from an end user or Wholesale Customer in respect of those Copper Services or HFC Services; and
  - (ii) if Telstra permanently disconnects an MDU Common Area, clause 19 will apply in respect of that Premises.
- (e) On or before the date that is the later of 24 months after the End of Rollout Date and the date that is 20 Business Days after the Disconnection Date for the relevant Rollout Region, Telstra will disconnect all MDU Common Areas which are:
  - (i) as at the End of Rollout Date, included in the Fixed Footprint List for a Rollout Region for which the Ready for Service Date has occurred (or



any earlier date specified in the Definitive Agreements for the purpose of determining those MDU Common Areas in the Rollout Region); and

- (ii) as at the End of Rollout Date, not included in the Fixed Footprint List for a Rollout Region, but which are MDU Common Areas located within MDU Buildings that contain a Premises which as at the End of Rollout Date are Passed and which are in a Rollout Region for which the Ready for Service Date has occurred (or any earlier date specified in the Definitive Agreements for this purpose).
- (f) Notwithstanding any other provision of this clause 1.4, Telstra will continue to accept new orders for, and will continue to supply, Special Services and Special Service Inputs at MDU Common Areas in accordance with clause 22, including where applicable:
- (i) after the date by which any other Copper Services at a MDU Common Area are required to be disconnected under clause 1.4(e); and
  - (ii) after the designated day as provided for under clause 16.
- (g) On and from the Disconnection Date for an SS Class, any Special Services or Special Service Inputs within that SS Class which are supplied to an MDU Common Area will be treated as ordinary Copper Services for the purpose of disconnection under this Plan, and will be disconnected in accordance with clause 1.4(d) or 1.4(e).

## **1.5 Order of precedence**

- (a) Without limitation to clause 2.4, if there is any conflict or inconsistency between any of the provisions of this Plan and:
- (i) the Undertaking (other than this Plan); or
  - (ii) Industry Migration Arrangements;
- then the following order of preference will apply in determining the obligations of Telstra, to the extent of the conflict or inconsistency:
- (iii) the Undertaking (other than this Plan);
  - (iv) this Plan; and
  - (v) Industry Migration Arrangements.
- (b) For clarity, to the extent that there is no conflict or inconsistency with the provisions of this Plan, nothing in this Plan limits any rights or obligations of Telstra under Industry Migration Arrangements.
- (c) Nothing in this Plan limits any rights or obligations of Telstra under Part IV or Part XIB of the CCA (subject to any authorisation of such conduct).

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## 2 Objective and scope of this Plan

### 2.1 Objectives

The objectives of this Plan are to provide for the disconnection of carriage services supplied to Premises within a Rollout Region that are Passed, in a way that:

- (a) provides for the efficient and timely disconnection of wholesale and retail Non-Exempt Services from a Separating Network as the NBN Fixed Line Network is deployed;
- (b) to the extent that it is in Telstra's control, minimises disruption to the supply of Non-Exempt Services;
- (c) to the greatest extent practicable and subject to any generally acceptable industry processes, gives Wholesale Customers autonomy over decisions about:
  - (i) the timing of disconnection of their Copper Services (to the extent they are Non-Exempt Services) from the Copper Network;
  - (ii) except where subparagraph (iii) applies, minimising disruption of services associated with Migration where the Wholesale Customer that supplies the Copper Services is also the Retail Service Provider that is supplying the end user with the NBN Based Services; and
  - (iii) in the case of any premises where the NBN Connection to the Premises does not involve the use of the same physical network infrastructure as the existing carriage service supplied to that Premises –allowing the sequencing of disconnection from the Separating Network with the connection to the NBN Co Fixed Line Network to enable the Wholesale Customer to minimise disruption to the supply of services to end users, when connecting to the NBN Co Fixed Line Network;
- (d) to the greatest extent practicable, provides for Wholesale Services supplied to Premises within the Fixed Line Footprint in a Rollout Region to be disconnected in an equivalent manner to the disconnection of corresponding Retail Copper Services supplied to those Premises, and provided that such disconnection is associated with Migration to the same NBN fixed-line network technology;
- (e) provides for the equivalent treatment of Wholesale Customers and Retail Business Units in the implementation of the processes for disconnecting Copper Services supplied to Premises within the Fixed Line Footprint in the same Rollout Region and provided that such disconnection is associated with Migration to the same NBN fixed-line network technology acknowledging that separate processes may be associated with the Migration of those corresponding retail and wholesale services to each of the different types of access technology;
- (f) provides for Telstra to have in place reasonable policies and business practices relating to disconnection from a Separating Network and which policies and business practices provide for Telstra to facilitate, to the maximum extent it is reasonably in Telstra's control to do so, the management by Wholesale Customers of the migration of their customers in a way that:
  - (i) in respect of FTTP-Connected Premises, minimises:

- (A) the period of any service outage; and
  - (B) the time taken to complete local number portability processes and other ancillary procedures; and
- (ii) for all other types of NBN-Connected Premises, minimises the period of any service outage, other than to the extent associated with activities of NBN Co or third parties, which are not contractors acting for and on behalf of Telstra; and
- (g) provides for these objectives to be met in a way which gives reasonable regulatory certainty for Telstra in connection with activities it is required to undertake in the course of Migration, including by:
- (i) identifying responsibilities which are not part of Telstra's role under this Plan in its capacity as the owner of the Separating Networks and in respect of which Telstra cannot be required to assume any obligations by virtue of standard access obligations under section 152AR of the CCA or otherwise under terms and conditions made by the ACCC under sections 152BC and 152BD of the CCA;
  - (ii) specifying the acts, inputs, assistance and information being undertaken or provided by third parties (**interdependencies**) on which Telstra depends for the performance of its responsibilities under this Plan so that Telstra cannot be held responsible for a failure to perform the relevant obligation under this Plan to the extent that such failure is attributable to the failure of the relevant third party to do or provide the interdependency; and
  - (iii) requiring the ACCC or Adjudicator to consider, prior to directing Telstra to take any action under this Plan, together with other relevant factors, the extent to which the outcome sought could be appropriately or more efficiently achieved by another party undertaking or refraining from undertaking, any action and the extent to which it is reasonable and practical to require such other party to undertake or refrain from undertaking that action.

## 2.2 Matters not within Telstra's responsibilities

- (a) The activities undertaken by Telstra under this Plan form only part of the end to end NBN migration process. This clause specifies Migration-related matters which are or may be addressed outside of this Plan, including (without limitation) by RSPs (including Telstra in its capacity as an RSP) or NBN Co or other third parties under Industry Migration Arrangements. Telstra cannot be directed under this Plan to take any action or to refrain from taking any action in respect of these matters, other than to the extent expressly specified in this Plan, unless and to the extent that Telstra otherwise agrees to do so (at its discretion). The matters listed in paragraph (b) below, nonetheless remain matters covered by the Plan for the purpose of Part XIC of the CCA.
- (b) Except where otherwise stated, the following activities are not the responsibility of Telstra under this Plan:
  - (i) providing information or notifications about the NBN Fixed Line Network rollout and Migration and/or its implications for end users, including any:

- (A) publication of network and service readiness information, including any information concerning the Fixed Line Footprint;
  - (B) likely effect of Migration on any existing end user equipment or services, including any services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones, fire alarms, ATMs, EFTPOS terminals etc); and
  - (C) provision or publication of information to end users about the operation of cease sale, order stability arrangements or other Migration-related changes to existing Copper Services and HFC Services;
- (ii) identifying carriage services (or types of carriage services) supplied by Telstra or Wholesale Customers on the Copper Network which may need to be transferred, modified, withdrawn or terminated, because those carriage services cause, or may cause, interference or other performance issues for NBN Based Services;
  - (iii) the development of products to be supplied on or over the NBN that support the Migration;
  - (iv) the design of the NBN Fixed Line Network, including the location of infrastructure and choice of Access Technology used to supply NBN Services to Premises;
  - (v) the timing of the rollout of the NBN Fixed Line Network;
  - (vi) network activities undertaken (either before or after RFS Date) associated with making Rollout Regions ready for the supply of NBN Services and/or Migration, including notifying service providers of the date and likely duration of and the completion of any work associated with the NBN Fixed Line Network which could interrupt Copper Services or HFC Services;
  - (vii) achieving NBN Serviceability at Premises within the Fixed Line Footprint in a Rollout Region;
  - (viii) maintaining any list or register of equipment or services which are or may be incompatible with the NBN Fixed Line Network or NBN Services, including without limitation equipment used by or in connection with services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones and fire alarms);
  - (ix) providing an NBN Connection at Premises within the Fixed Line Footprint in a Rollout Region, including dealing with the relevant RSP and/or NBN Co in respect of any delay in providing an NBN Connection;
  - (x) the management of end users within the Fixed Line Footprint in a Rollout Region, including:
    - (A) at Premises at which Pull Through Activities have occurred or may occur;

- (B) at Premises at which Copper Services or HFC Services are to be or have been disconnected;
  - (C) where the end user is experiencing unavailability or delay in relation to the Connection of an NBN Service or NBN Based Service; or
  - (D) at or following disconnection of Copper Services or HFC Services at Premises, and irrespective of whether or not a Premises is NBN Serviceable;
- (xi) making available any Interim Carriage Services (other than call diversion as contemplated in clause 10.4);
  - (xii) the management of, or service assurance for, end users in relation to any services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones, fire alarms, ATMs, EFTPOS terminals etc) impacted by Migration, except and to the extent this involves reconnection as contemplated by clause 19;
  - (xiii) in-home wiring or other activities required to be undertaken on the customer side of the Network Termination Point to connect a Premises to the NBN Fixed Line Network;
  - (xiv) the provision or installation of any new or upgraded modems, filters, or other customer premises equipment required to access services on the NBN Fixed Line Network; and
  - (xv) any testing of products developed by NBN Co, RSPs or third parties to determine their suitability as replacements for Copper Services or HFC Services.

### **2.3 Interdependencies of this Plan with actions of other parties**

Telstra recognises that there are a number of dependencies between its role and activities under this Plan and the activities and roles of other parties, including NBN Co. The following obligations of Telstra under this Plan are subject to NBN Co or other third parties performing activities or providing relevant information:

- (a) Telstra's publication of the Disconnection Schedule in clause 7 is subject to Telstra being provided with subscriber address information by NBN Co (including, without limitation, RFS Dates and Forecast RFS Dates) in accordance with the terms of the Definitive Agreements;
- (b) Telstra's notifications to Retail Customers and Wholesale Customers in a Rollout Region of impending disconnection are based on the Premises which NBN Co includes in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List notified by NBN Co to Telstra, in each case, made available to Telstra prior to Telstra giving the relevant notice;
- (c) to the extent that Telstra's obligations under this Plan, including in relation to disconnection and related matters (such as the cessation of supply of Copper Services), apply to Premises in a Rollout Region, the relevant Premises will be determined based on the Premises which NBN Co includes in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List, in each case, made available to Telstra;

- (d) Telstra's obligations under clauses 6, 8, 9, 12, 13, 17, 19, 20, 21, 22, or 30 of this Plan may be subject to other parties, including the gaining and/or losing RSP or Wholesale Customer, complying with any generally accepted industry arrangements, including Standard Industry Processes, governing the active transfer of services (including any relevant port or churn processes included in any arrangements or Standard Industry Processes) in the course of Migration;
- (e) Telstra's ability to supply a Special Service or Special Service Input after the relevant Disconnection Date and/or the service quality of a Special Service or Special Service Input may be dependent on:
  - (i) a Wholesale Customer providing accurate, complete and timely information to Telstra in respect of Special Services or Special Service Inputs;
  - (ii) NBN Co making available to Telstra, on terms agreed between Telstra and NBN Co, a Copper Line or Copper Sub-loop, which is not owned by Telstra; and
  - (iii) the actions of NBN Co and/or the operating characteristics of the NBN Fixed Line Network, including any interference caused by the NBN Fixed Line Network, with the supply of the Special Service or Special Service Input;
- (f) Telstra's ability to supply Copper Services or HFC Services may be subject to interruption, disconnection or degradation caused by the actions of NBN Co (or a contractor of NBN Co, other than Telstra) and/or the operating characteristics of the NBN Fixed Line Network, including any interference caused by the NBN Fixed Line Network;
- (g) the application by Telstra of order restrictions or limitations (including during any Order Stability Period) will only be applied to those Premises identified as being affected by virtue of being included in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List for the relevant Rollout Region, in each case, made available to Telstra by NBN Co prior to Telstra putting in place the relevant restrictions or limitations; and
- (h) where this Plan applies to or provides for the particular treatment of Premises depending on whether the Premises is an FTTP-Connected Premises, a HFC Connected Premises, an FTTB-Connected Premises or an FTTN-Connected Premises, Telstra will act based on how the Premises is classified in NBN Co's service qualification system at the time Telstra made its decision about the relevant action.

## **2.4 This Plan and the MAP Policy Statement**

- (a) Subject always to clauses 2.2 and 2.3, Telstra will consider the MAP Policy Statement (and any updates to the MAP Policy Statement) and will, after the MAP Policy Statement or any update is put in place, write to the Minister identifying those parts of the MAP Policy Statement (or relevant update) with which Telstra agrees for the purpose of this clause 2.4, and which it considers (in its discretion):
  - (i) relate to Telstra's obligations under this Plan; and
  - (ii) require a variation to be made to this Plan in order to provide for consistency across the MAP Policy Statement and this Plan.

If Telstra does not identify any such parts of the MAP Policy Statement or relevant update which fall within these categories and with which Telstra agrees, it is not required to write to the Minister as contemplated by this clause 2.4(a).

- (b) If Telstra writes to the Minister under clause 2.4(a) to advise that a MAP Variation is required, Telstra will prepare and submit to the ACCC a MAP Variation in a form that Telstra considers is appropriate to provide for consistency across this Plan and those parts of the MAP Policy Statement which it has identified that it agrees with for the purpose of clause 2.4(a).
- (c) For clarity, nothing in this clause requires Telstra to propose a MAP Variation by virtue of or in order to ensure consistency with the MAP Policy Statement, or any part of it, which Telstra has not identified in writing under clause 2.4(a).

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### 3 Application of this Plan

- (a) This Migration Plan applies to Telstra and any Related Entity of Telstra which is in a position to exercise control of a Separating Network or any part of a Separating Network over which Non-Exempt Services are supplied to Premises within the Fixed Line Footprint in any Rollout Region.
- (b) For the purpose of this clause 3, a reference to Telstra being in a position to exercise control of a Separating Network has the meaning given to that phrase in section 577Q of the Act.

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### 4 Commencement and term

#### 4.1 Commencement of MTM Variations

- (a) The timing of the commencement of the MTM Variations in accordance with this clause 4.1 will not affect the continued operation of any provisions of this Plan prior to the Restatement Date.
- (b) The MTM Variations (except clause 4.3 as amended) come into force on the Restatement Date. For clarity, clause 4.3 will come into force on the date that the MTM Variations are approved by the ACCC, which may occur before the Restatement Date.
- (c) Telstra will notify the ACCC in writing, and will advise its wholesale customers, upon Telstra becoming aware that the Restatement Date has occurred.

#### 4.2 Operation

- (a) This Plan will continue in force until the date that Telstra completes disconnection of all Separating Networks in all Rollout Regions, at which time it will cease to have effect.
- (b) Notwithstanding clause 4.2(a), clause 25.2(a) will continue to apply indefinitely, notwithstanding that this Plan has otherwise ceased to have effect in accordance with clause 4.2(a).

#### **4.3 Replacement DAR and Replacement Continuity Deed**

- (a) Telstra must enter into a DAR containing terms and conditions that are identical to those contained in the Original DAR and a Continuity Deed containing terms and conditions that are identical to those contained in the Original Continuity Deed, except that:
  - (i) the execution date for the Replacement DAR and Replacement Continuity Deed will be varied to reflect the date all of the parties have entered into the Replacement DAR and Replacement Continuity Deed, respectively; and
  - (ii) any condition precedent that has been satisfied or waived, prior to the termination of the Original DAR, or which Telstra and NBN Co otherwise agree to remove (including pursuant to the DAR) upon entry into the Replacement DAR will be deemed to have been waived or removed as applicable; and
  - (iii) any requirement for the parties to enter into a DAR and Continuity Deed following approval of the Migration Plan will be removed; and
  - (iv) the Replacement DAR and Replacement Continuity Deed may contain any other changes agreed by Telstra and NBN Co and approved by the Minister.
- (b) This clause 4.3 takes effect when a variation to this Plan comprising this clause 4.3 is approved by the ACCC.

#### **4.4 Telstra's existing non-Migration related activities and rights are unaffected by this Plan**

- (a) Except as provided for in this Plan nothing in this Plan restricts or prevents Telstra from engaging in business as usual conduct to manage its business and products within the Fixed Line Footprint. For example, nothing in clauses 9, 14 or 22 restricts or prevents Telstra from applying its ordinary business practices or exercising contractual rights in respect of:
  - (i) disconnection of a Copper Service or HFC Service for a purpose which is unrelated to Migration (for example, when a service is terminated by Telstra for non-payment of an account or through the exercise by Telstra of standard contractual rights to terminate a contract with a Wholesale Customer or Retail Customer);
  - (ii) any refusal to supply, or continue to supply, a particular Wholesale Service or retail service (including at a particular Premises) due to business rules that also apply on a similar basis outside the Fixed Line Footprint, such as:
    - (A) service qualification issues;
    - (B) standard technical requirements; or
    - (C) due to a failure by a customer to meet minimum standard financial requirements; and
  - (iii) undertaking product exits involving any Copper Service or HFC Service, from time to time, including to exit a particular Telstra product which is a



Special Service before a White Paper Disconnection Date for that SS Class has been determined under clause 22.

#### **4.5 Telstra's performance affected by a Force Majeure Event or Excluded Event**

- (a) Telstra will not contravene this Plan or be liable for any delay or failure to perform any obligation under this Plan, if and to the extent that the delay or failure to perform is caused by:
  - (i) a Force Majeure Event; or
  - (ii) an Excluded Event.
- (b) Telstra will take all reasonably available steps to address or overcome the effects of a Force Majeure Event and until the effects of that Force Majeure Event are addressed or have been overcome, take all reasonably available steps to mitigate the effects of the Force Majeure Event. This clause 4.5 does not require Telstra to give preference in its response to a natural disaster or other emergency to the need to overcome the effects of a Force Majeure Event over any other ordinary business or network priorities which it applies in responding to such events.
- (c) If Telstra determines that it needs to rely on clause 4.5(a)(i) in respect of any delay or failure to perform an obligation under this Plan, it will:
  - (i) as soon as reasonably practicable after it becomes aware that a Force Majeure Event has affected its performance under this Plan, notify the ACCC of the Force Majeure Event and any steps which Telstra will undertake under clause 4.5(b) to address, overcome or mitigate that effect; and
  - (ii) notify the ACCC as soon as reasonably practicable after Telstra becomes aware that the Force Majeure Event has ceased to affect its obligations under this Plan.
- (d) Telstra is not required under this Plan to undertake any interim, temporary or other action to overcome, address or mitigate any delay or failure to the extent that it is attributable to an Excluded Event.
- (e) Without limitation to the ACCC's functions or powers under this Plan, Telstra will:
  - (i) as soon as reasonably practicable after it becomes aware that an Excluded Event has materially affected its performance under this Plan, notify the ACCC of the Excluded Event;
  - (ii) notify the ACCC as soon as reasonably practicable after Telstra becomes aware that the Excluded Event has been remedied or ceases to materially affect its obligations under this Plan; and
  - (iii) if requested by the ACCC, provide information to the ACCC as is reasonably necessary to demonstrate the nature of the dependency of Telstra's obligation and the Excluded Event and how it affected Telstra's performance.
- (f) For clarity, as soon as reasonably practicable after Telstra is notified by any person, or otherwise becomes aware, that an Excluded Event has been

remedied or has otherwise ceased to affect Telstra's obligations under this Plan, Telstra will promptly perform any obligation under this Plan which is still applicable and reasonably capable of being performed, and which Telstra had been delayed or prevented from performing by virtue of the Excluded Event.

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## 5 Required Measures and replacement Schedules

### 5.1 Required Measures

The Required Measures approved by the ACCC prior to the commencement of this varied Plan are set out in:

- (a) Schedule 3 – being Required Measures 2 and 3 (Processes for Managed Disconnection); and
- (b) Schedule 7 – being Required Measures 1 (Pull Through) and 4 (Rebuilding Copper Paths),

in each case, incorporating some amended drafting to simplify the Required Measures, with such amendments to be approved by the ACCC as part of the MTM Variations.

### 5.2 Development of new or replacement Schedules

- (a) Telstra will, in accordance with this clause 5.2, develop and publish new, replacement or varied Schedules as follows:
  - (i) replacement Schedules 1 and 2, to reflect changes to its business as usual disconnection processes for Copper Services and HFC Services and a replacement Schedule 3 to reflect changes to the Managed Disconnection process associated with:
    - (A) the transition to a multi-technology NBN rollout; and
    - (B) any other variations to the Managed Disconnection process contemplated by the Determination;
  - (ii) a replacement Schedule 7, to reflect changes to Required Measure 4 to reflect any changes to the process for building copper paths associated with the asset transfer and licensing arrangements with NBN Co contemplated by the MTM Variations and to reflect changes to Required Measure 1 to reflect any changes required by the MTM Variations; and
  - (iii) a new Schedule to incorporate the SS Disconnection process(es) developed, from time to time, by Telstra and associated with one or more Special Services as contemplated by clause 22.5 of this Plan.
- (b) Telstra will complete the development of and notify the ACCC under clause 5.2(e) of Telstra's intention to publish the new, replacement or varied Schedules:
  - (i) in the case of those replacement Schedules developed in accordance with clauses 5.2(a)(i) and (ii) – as soon as practicable, but no later than 7 months after the Varied Plan Commencement Date (or such later time as Telstra may agree with the ACCC); and

- (ii) in the case of any new Schedule developed in accordance with clause 5.2(a)(iii) – in accordance with the timeframe for SS Disconnection Processes set out in clause 22.5.
- (c) Telstra will consult with the ACCC, NBN Co and Wholesale Customers in developing or amending Schedules under this clause 5.2, in each case, for a period of not less than 20 Business Days and, acting reasonably, will take into account the outcome of that consultation in updating those Schedules.
- (d) Telstra will develop or amend Schedules under this clause 5.2 consistently with, and taking into account, any applicable Standard Industry Processes and/or any applicable generally accepted industry arrangements.
- (e) Telstra will give the ACCC, NBN Co and Wholesale Customers not less than 15 Business Days notice that Telstra has completed its development and consultation of a new, varied or replacement Schedule and that it intends to publish the new, varied or replacement Schedule. At the same time, Telstra will update the ACCC on any Wholesale Customer and NBN Co consultation Telstra had undertaken, including identifying the changes to the relevant Schedule made as a consequence of that consultation.
- (f) If the ACCC does not object to a new, replacement or varied Schedule following the processes undertaken under this clause 5.2, Telstra will publish the Schedule on the Wholesale Customer Portal and from that point the relevant Schedule will form part of this Plan.
- (g) The ACCC may object to a proposed new, replacement or varied Schedule if it is not compliant with the MPPs, although the ACCC may not object to a proposed Schedule where it is required by a Standard Industry Process or applicable generally accepted industry arrangements and is consistent with that Standard Industry Process or applicable generally accepted industry arrangements.
- (h) As part of considering a proposed new, replacement or varied Schedule under this clause 5.2, the ACCC may seek input from the Adjudicator. If the ACCC seeks the input of the Adjudicator, it must promptly after receipt provide a copy of any written report provided by the Adjudicator to Telstra.
- (i) If the ACCC objects to a proposed new, replacement or varied Schedule under this clause 5.2, the ACCC will provide reasons for its objections to Telstra, including outlining the steps the ACCC considers need to be undertaken in order to prepare the relevant Schedule to be consistent with the requirements of this clause 5.2 and the MPPs.
- (j) If the ACCC objects to a new, replacement or varied Schedule under this clause 5.2, Telstra will amend and resubmit to the ACCC a further proposed new, replacement or varied Schedule within 20 Business Days, or such longer period as agreed with the ACCC, taking into account the reasons provided by the ACCC for its objections under clause 5.2(i).
- (k) The process set out in clause 5.2(e)-(j) will apply recursively in respect of any further proposed Schedule which is developed by Telstra to be resubmitted to the ACCC following any objection under clause 5.2(i).

### 5.3 Ongoing amendment to processes under Schedules

- (a) Once published and effective, the Schedules which are the subject of clause 5.2 may be amended by Telstra, at any time, under the same process set out in clauses 5.2(b)-(k), except that:
  - (i) if Telstra considers that the change may have a material and adverse commercial effect on a Wholesale Customer – the minimum period of consultation under clause 5.2(c) will be 20 Business Days;
  - (ii) for any other change – no consultation period under clause 5.2(c) will apply, but Telstra will nonetheless provide 15 Business Days' notice to the ACCC, NBN Co and Wholesale Customers in accordance with clause 5.2(e). If any objection is received during this period from the ACCC, NBN Co or one or more Wholesale Customers, the change will be treated in accordance with clause 5.3(a)(i).
- (b) The deemed or actual approval of any new, replacement or varied Schedule under this clause 5 will not be treated as, or require, a formal variation to this Plan under section 577BF of the Act. In developing or amending any new, replacement or varied Schedule, Telstra will ensure that such Schedule is developed consistently with, and does not limit or restrict any obligation owed by Telstra to NBN Co under, a Definitive Agreement, including in respect of any applicable disconnection timeframes.

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## 6 Telstra to use Existing Processes

### 6.1 Telstra will use Existing Processes

- (a) As a general principle, as a means of ensuring the efficient and timely disconnection of Copper Services, Telstra will use Existing Processes for managing and implementing the disconnection of Copper Services at Premises that are Passed:
  - (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires a variation of an Existing Process or a new or modified Disconnection Measure in accordance with clause 29.
- (b) Telstra will use the Existing Processes specified in Schedule 1 for managing and implementing the disconnection of Copper Services for Premises in a Rollout Region during the Migration Window for that Rollout Region.
- (c) Telstra will use the Existing Processes specified in Schedule 2 for managing and implementing the disconnection of HFC Services for Premises in a Rollout Region during the Migration Window for that Rollout Region.

### 6.2 Telstra will use standard operating systems and interfaces

- (a) As a general principle, as a means of minimising the extent of IT and system changes required to be made by Telstra and Wholesale Customers to implement this Plan, Telstra will use existing Telstra wholesale systems and interfaces, including both business support systems and operational support

systems to receive and process orders received by Telstra from Wholesale Customers for the disconnection of Wholesale Services:

- (i) to the maximum extent that it is reasonable and practicable to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process in accordance with clause 29.
- (b) Telstra will use the existing Telstra wholesale systems and interfaces, including both business support systems and operational support systems, as specified in Schedule 1 to allow each Wholesale Customer to lodge, and for Telstra to accept, process and execute, orders for the disconnection of Wholesale Services during the Migration Window in each Rollout Region.

### **6.3 Telstra will use Standard Industry Processes**

- (a) Telstra will seek to ensure that this Plan, and each Existing Process for disconnecting Copper Services at Premises that are Passed in Rollout Regions remains substantially aligned with Standard Industry Processes:
- (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process or Disconnection Measure in accordance with clause 29.
- (b) Subject to any variation made under clause 29, Telstra will use the Standard Industry Processes, including in relation to local number portability, set out as part of the Existing Processes specified in Schedule 1 and Schedule 2.
- (c) If a new or modified Standard Industry Process is developed by Communications Alliance in order to facilitate disconnection and other related activities, Telstra will consider whether that new Standard Industry Process may reasonably require a variation to this Plan and for that purpose, Telstra will consult in good faith with Wholesale Customers about whether a variation to this Plan (including any Existing Process) is required.
- (d) Where Telstra proposes:
- (i) a variation to this Plan to give effect to a variation of an Existing Process; or
  - (ii) a new or modified Disconnection Measure,
- in order to keep this Plan aligned with a Standard Industry Process, then notwithstanding that the ACCC or the Adjudicator has accepted the relevant variation, Disconnection Measure or Required Measure, it will not take effect under this Plan unless and until the relevant Standard Industry Process, or any change to a Standard Industry Process comes into force, including by virtue of:
- (i) a registered industry code or industry standard established under Part 6 of the Act;
  - (ii) a service provider rule; or

- (iii) any other binding legal or regulatory requirement.
- (e) Where there is no Standard Industry Process dealing with Wholesale Customers' or RSPs' ability to lodge disconnection orders on behalf of an end user, Telstra will not implement its own policy in this regard unless the ACCC has approved a variation to this Plan that provides for this policy to be used (which may occur as part of the approval of a Schedule under clause 5).
- (f) Clause 6.3(e) does not apply, and so does not require Telstra to seek approval from the ACCC, prior to:
  - (i) Telstra participating in and complying with any Standard Industry Process or Industry Migration Arrangement which is developed to deal with Wholesale Customers' or RSPs' ability to lodge disconnection orders on behalf of an end user; or
  - (ii) Telstra disconnecting Copper Services in accordance with clauses 9.1(a)(vi) and 9.3(c). Provided that, if an applicable Standard Industry Process or Industry Migration Arrangement dealing with notifications in those circumstances is in force any notification of the disconnection by Telstra will comply with that applicable Standard Industry Process or Industry Migration Arrangement.
- (g) Nothing in this clause 6.3 requires Telstra to vary this Plan in a manner that would require it to undertake activities under this Plan:
  - (i) that are inconsistent with clause 2.2; or
  - (ii) that require it to mitigate any act or omission of a third party on which it is dependent under clause 2.3.

**6.4 Telstra not responsible for coordination or management of the connection process**

- (a) Except as provided for under clause 10 in respect of Pull Through Activities, including the obligation to provide Easycall call diversion functionality in respect of Wholesale Line Rental services under clause 10.4 nothing in this Plan makes Telstra responsible under this Plan, directly or indirectly, for coordinating or managing with NBN Co, the Wholesale Customer or any third party any aspect of the connection process for Wholesale Customers except at Telstra's discretion and where it occurs on commercially agreed terms. For clarity, Telstra is not required to:
  - (i) redesign or modify any of its systems, interfaces or processes in order to provide access to Copper Services information required for NBN Connection, including in respect of installation;
  - (ii) supply any other technical or network information, data, system access or expertise in connection with NBN Connection; or
  - (iii) provide any Interim Carriage Service, except Easycall call diversion as specified in clause 10.4.
- (b) For clarity, this clause 6.4 does not limit or restrict the ACCC from setting charges, either in the form of one-off or ongoing charges, with respect to the provision of access to a declared service supplied by Telstra.

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## 7 Telstra's timetable for disconnection of Premises will be determined by reference to NBN Co's rollout schedule

### 7.1 A Disconnection Schedule to be published

- (a) Telstra will publish a schedule (**Disconnection Schedule**) setting out:
  - (i) Forecast Ready for Service Dates and Ready for Service Dates, as applicable;
  - (ii) Cease Sale Commencement Dates;
  - (iii) the commencement date for any Order Stability Period; and
  - (iv) Disconnection Dates,

for all Service Continuity Regions and all Rollout Regions for which a Ready for Service Date has been notified to Telstra by NBN Co, as contemplated by clause 7.2. Telstra will publish the Disconnection Schedule at the same time to Retail Customers and Wholesale Customers and in a manner which is prominent and appropriate (although it may not be the same communications method for all Wholesale Customers and Retail Customers) including, for example, on a Telstra website or, in the case of Wholesale Customers, as a web link on the Wholesale Customer Portal.

- (b) Telstra will update the Disconnection Schedule as soon as reasonably practicable and in any event within 5 Business Days of:
  - (i) NBN Co notifying Telstra of a change to a Forecast Ready for Service Date or Ready for Service Date; and
  - (ii) Telstra determining any change to a Cease Sale Commencement Date or an Order Stability Period, under and in accordance with this Plan; or
  - (iii) any other update or modification to a Disconnection Date agreed with NBN Co including (without limitation) any redetermination of a Disconnection Date for a Rollout Region under clause 7.3.

### 7.2 Disconnection Dates for different types of Rollout Regions

- (a) Subject to clauses 7.2(d) and 7.3, the Disconnection Dates for different types of Rollout Regions will be determined as follows:
  - (i) in the case of an Initial Release Rollout Region or an Acquired Network Rollout Region, the Disconnection Date, will be:
    - (A) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is on or before the Restatement Date, the date which is 18 months after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region; or
    - (B) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is after the Restatement Date, the date determined between Telstra

and NBN Co in accordance with the Definitive Agreements and which is:

- (I) after the date that is at least 18 months; and
  - (II) on or before the date that is 20 months,  
after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region;
- (ii) in the case of a Service Continuity Region, the date determined between Telstra and NBN Co in accordance with the Definitive Agreements and which is:
- (A) on or after the date that is 12 months; and
  - (B) on or before the date that is 14 months,  
after the Ready for Service Date for that Service Continuity Region;
- (iii) in the case of any other Rollout Region the Disconnection Date, will be:
- (A) where the Ready for Service Date for that Rollout Region is on or before the Restatement Date, the date which is 18 months after the Ready for Service Date for that Rollout Region;
  - (B) where the Ready for Service Date for that Rollout Region is after the Restatement Date, the date determined between Telstra and NBN Co in accordance with the Definitive Agreements, provided that such a date is:
    - (I) on or after the date that is 18 months; and
    - (II) on or before the date that is 20 months,  
after the Ready for Service Date for that Rollout Region.

**Explanatory note: approach to Disconnection Dates**

There will usually be a single and regular Disconnection Date to apply to all Rollout Regions to which a Disconnection Date applies each calendar month. Where the number of Rollout Regions or other operational reasons require it, Telstra and NBN Co may agree to a second Disconnection Date.

- (b) For a Rollout Region to which clause 7.2(a)(i)(B) or 7.2(a)(iii)(B) applies, the Disconnection Schedule can initially identify the Disconnection Date by reference only to the two month period within which the Disconnection Date must fall, provided that Telstra will amend the Disconnection Schedule to specify a date for the Disconnection Date not less than 9 months prior to the date which is the second Friday of the first month of the relevant two month period (or, in the event no date is otherwise specified by that date, the Disconnection Date for the Rollout Region will be deemed to be the second Friday of the first month of the relevant two month period).
- (c) For the purpose of this clause 7.2, the Disconnection Commencement Date or Ready for Service Date for a Rollout Region will be the relevant date specified



for that Rollout Region notified to Telstra by NBN Co from time to time under the Definitive Agreements.

- (d) Service Continuity Regions will have a Ready for Service Date determined in accordance with this Plan.
- (e) The following Service Continuity Regions have Ready for Service Dates as specified below (unless NBN Co and Telstra agree a later date):
  - (i) where the Disconnection Date for the Parent Rollout Region occurs in February or March 2015 – the Ready for Service Date for any Service Continuity Region is 20 November 2014;
  - (ii) where the Disconnection Date for the Parent Rollout Region occurs in April 2015 – the Ready for Service Date for any Service Continuity Region is 24 December 2014;
  - (iii) where the Disconnection Date for the Parent Rollout Region occurs in May 2015 – the Ready for Service Date for any Service Continuity Region is 23 January 2015; and
  - (iv) where the Disconnection Date for the Parent Rollout Region occurs in June 2015 – the Ready for Service Date for any Service Continuity Region is in February 2015.

### **7.3 Update to the Disconnection Schedule**

Telstra will update the Disconnection Schedule as soon as practicable and in any event within 5 Business Days after the Disconnection Date for a Rollout Region has been updated in accordance with the Definitive Agreements.

### **7.4 First and last date on which orders for disconnection can be lodged**

Retail Customers and Wholesale Customers may lodge orders for the disconnection of Copper Services at Premises that are Passed within a Rollout Region:

- (a) commencing at any time, in accordance with Telstra's Existing Processes for managing the disconnection of Copper Services before the Ready for Service Date for that Rollout Region;
- (b) up until the last date on which Telstra will accept disconnection orders for Copper Services in respect of Premises in the Rollout Region (which are not Special Services), being:
  - (i) for In-Train Order Premises, the date which is 120 Business Days after the Disconnection Date for that Rollout Region; and
  - (ii) for all other Copper Services (except Special Services or Special Service Inputs), the date which is 25 Business Days after the Disconnection Date for that Rollout Region; and
- (c) for a Special Service or Special Service Input, up to the Disconnection Date for that type (and, if applicable, SS Class) of Special Service or Special Service Input, as determined under clause 22.

**Explanatory note: Possible causes of an adjustment to the Disconnection Date**

There are a limited number of circumstances which may give rise to an extension of the Disconnection Date, as determined under the Definitive Agreements. These include where the level or volume of end user complaints associated with the NBN rollout in a particular Rollout Region leads to a joint NBN-Telstra Operational Review Committee determining that there has been a sufficiently material impact in a particular Rollout Region that requires an extension of the Disconnection Date for that Rollout Region.

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## **8 Provision by Telstra of information about disconnection and Disconnection Dates**

### **8.1 Telstra communication with Wholesale Customers about impending Disconnection Dates**

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Wholesale Customers about the Disconnection Schedule.
- (b) Telstra has a significant number and diversity of Wholesale Customers, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Wholesale Customers informed about relevant developments and Telstra activities, including:
  - (i) the Telstra Wholesale website and/or the Wholesale Portal;
  - (ii) wholesale helpdesk facilities;
  - (iii) individualised communications through account managers;
  - (iv) engagement by Telstra in industry groups and publications;
  - (v) periodic customer reviews between relevant managers of Telstra and the Wholesale Customer;
  - (vi) various marketing and promotional activities;
  - (vii) period events such as wholesale product launches and technical briefings; and
  - (viii) other regular communications, notifications, and materials distributed generally to Wholesale Customers.
- (c) Taking into account the number and diversity of Wholesale Customers, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Wholesale Customers, to ensure that Wholesale Customers are made aware in a timely manner of impending Disconnection Dates for Rollout Regions. For example, without limitation, Telstra will ensure that:
  - (i) all wholesale account managers are instructed and trained to discuss the Disconnection Schedule with Wholesale Customers;
  - (ii) the Disconnection Schedule, and discussion of any impending Disconnection Dates, is included as a standing item on periodic customer reviews; and

- (iii) a hyperlink to the Disconnection Schedule is placed prominently on the Telstra Wholesale website and/or the Wholesale Portal.
- (d) For the avoidance of doubt, nothing in this clause 8.1 requires Telstra to notify end users of a Wholesale Customer of any impending Disconnection Dates applicable to those end users.

## **8.2 Telstra communication with Retail Customers about impending Disconnection Dates**

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Retail Customers of Retail Copper Services and HFC Services about the Disconnection Schedule.
- (b) Telstra has a significant number of and diverse Retail Customers of Retail Copper Services and HFC Services, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Retail Customers informed about relevant developments and Telstra activities, including:
  - (i) mass marketing and promotions for retail residential and business customers;
  - (ii) websites and online resources;
  - (iii) individualised communications through dedicated account managers for some government and commercial customers;
  - (iv) Telstra outbound call centres and inbound help desk facilities; and
  - (v) information and updates included for Retail Customers with or as part of their periodic billing process.
- (c) Taking into account the number and diversity of Retail Customers of Retail Copper Services and HFC Services, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Retail Customer, to ensure that Retail Customers in a Rollout Region are made aware in a timely manner of impending Disconnection Dates for that Rollout Region.
- (d) Without limitation to clause 8.2(c), where Telstra continues to supply Retail Copper Services or HFC Services to a Retail Customer at Premises in a Rollout Region four months before the Disconnection Date for that Rollout Region, Telstra will notify the Retail Customer no less than three months before the Disconnection Date of the impending disconnection of their Premises from the Separating Network, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Retail Customer.

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# **9 Disconnection of Copper Services and HFC Services during the Migration Window**

## **9.1 Existing Processes for disconnection of Retail Copper Services during the Migration Window**

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect a Retail Copper Service (or the non-voice band part of a Retail Copper Service,

where Telstra is continuing to supply a service using the voice band part of the Copper Service) at each Premises which is Passed in that Rollout Region:

- (i) where requested to do so directly by the relevant Retail Customer;
  - (ii) where it receives a number portability request in relation to the relevant Retail Copper Service;
  - (iii) where the Retail Customer has agreed to acquire an NBN-Based Service from Telstra and Telstra is disconnecting the Retail Copper Service in the course of Migrating that Retail Customer;
  - (iv) where a retail service which is a broadband service is disconnected following disconnection of any other Standard Telephone Service supplied using the same Copper Path; or
  - (v) if a Standard Industry Process (or any generally accepted industry arrangement) is in place dealing with notifications by gaining RSPs in relation to Migrating end users, by an RSP acting on behalf of a Retail Customer;
  - (vi) without a disconnection order from the Retail Customer or prior notice to the Retail Customer in circumstances where:
    - (A) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of the Copper Line or Copper Sub-Loop used by Telstra to supply the retail service and therefore results in NBN Co removing a jumper and replacing it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises; and
    - (B) Telstra is notified by NBN Co that the relevant jumpering work has been completed.
- (b) Telstra will implement and manage disconnection of Retail Copper Services using the Existing Processes for Copper Services set out in Schedule 1.

## **9.2 Existing Process for disconnection of HFC Services during the Migration Window**

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect a HFC Service at each Premises that is Passed in that Rollout Region:
  - (i) where requested to do so directly by the relevant Retail Customer; or
  - (ii) where the Retail Customer has agreed to acquire NBN Based Services from Telstra and Telstra is disconnecting the HFC Service in the course of Migrating that Retail Customer; or
  - (iii) subject to subclause (b), if a Standard Industry Process (or any generally accepted industry arrangement) is in place dealing with notifications by gaining RSPs in relation to Migrating end users on a HFC network, where requested to do so, by an RSP acting on behalf of a Retail Customer.
- (b) Telstra will participate in any Standard Industry Process (or any generally accepted industry arrangement) as contemplated by clause 9.2(a)(iii) to the extent and only for so long as Optus participates in, and remains subject to, the

same Standard Industry Process (or generally accepted industry arrangement) dealing with notifications by gaining RSPs in relation to the migration of end users from its HFC network.

- (c) Telstra will implement and manage the disconnection of HFC Services using the Existing Process set out for HFC Services in Schedule 2.

### **9.3 Wholesale Customers to retain autonomy over disconnection decisions, including control over the timing of disconnection**

- (a) Subject to clauses 9.3(b) and 9.3(c), during the Migration Window, Telstra will ensure that each Wholesale Customer retains autonomy and control over the timing of disconnection by Telstra of that Wholesale Customer's Copper Service at a Premises in a Rollout Region which is Passed by:
  - (i) only disconnecting that Wholesale Customer's Copper Service in accordance with a disconnection order received from the Wholesale Customer; and
  - (ii) using Existing Processes, to the maximum extent that it is reasonable and practicable to do so, in accordance with clauses 6.1 and 6.2.
- (b) During the Migration Window for a Rollout Region, a Wholesale Service supplied to Premises in that Rollout Region which is Passed may be disconnected without a disconnection order or prior notice to the Wholesale Customer in the event that:
  - (i) the Wholesale Service is an LSS or Wholesale ADSL Layer 2 service and a Standard Telephone Service which is provided using the same Copper Path is disconnected;
  - (ii) the Wholesale Service is otherwise disconnected in accordance with the ordinary operation of a Standard Industry Process that does not require a Wholesale Order for disconnection (for example, where Telstra receives a number portability request the processing of which gives rise to an automatic cancellation of any other Wholesale Copper Services supplied using the same Copper Path).
- (c) During the Migration Window for a Rollout Region, where:
  - (i) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of the Copper Line or Copper Sub-Loop used by Telstra to supply a Wholesale Service and therefore results in NBN Co removing a jumper and replacing it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises; and
  - (ii) Telstra is notified by NBN Co that the relevant jumpering work has been completed,

Telstra will disconnect the Wholesale Service (or the non-voice band part of a Wholesale Service, where the Wholesale Customer is continuing to supply a service using the voice band part of the Copper Service) without a disconnection order or prior notice to the Wholesale Customer.

**Explanatory note: Telstra's process for disconnection at Premises with an FTTB Connection prior to finalisation of long term industry transfer processes**

NBN Co will commence FTTB Connections prior to the Varied Plan Commencement Date. To facilitate this early commencement of FTTB Connections, Telstra is developing an interim disconnection protocol setting out (amongst other things) the process it will adopt when disconnecting Wholesale Services impacted by FTTB jumpering, in the circumstances contemplated under clause 9.3(c).

This interim protocol will be provided by Telstra to the Communications Alliance Ltd so industry has transparency over the disconnection processes and can input into its further refinement. Where Telstra disconnects services under clause 9.3(c), Telstra will follow the process submitted to Communications Alliance as it existed immediately before acceptance of this Varied Migration Plan as one input (together with others provided by NBN Co) for the development of standard industry FTTB and FTTN transfer processes.

Once the long term processes have been developed by the Communications Alliance Ltd, these long term processes will be taken into account by Telstra in updating its disconnection processes under the Varied Migration Plan either through updates to Schedules 1 and 2 under clause 5 or by virtue of the process in clause 6.3, at which point they will replace the interim disconnection protocol.

- (d) Subject to clause 4.4 or any Standard Industry Process, the circumstances set out in clauses 9.3(b)(i), 9.3(b)(ii) and 9.3(c) are the only circumstances in which a Wholesale Customer may not control the timing of disconnection of its Wholesale Services, prior to the Disconnection Date.
- (e) Except in respect of disconnection as contemplated under clause 9.3(c), the standard operating systems and interfaces and Existing Processes referred to in clauses 6.1 and 6.2 facilitate, to the extent that it is reasonably in Telstra's control to do so, management by Wholesale Customers of the Migration of their customers in a way that:
  - (i) minimises the period of any service outage and the time taken to complete local number portability processes and any ancillary processes; and
  - (ii) subject to any Standard Industry Process, allows Wholesale Customers autonomy to:
    - (A) control the timing of the disconnection of Wholesale Services by setting and re-setting, if required, the requested date for disconnection of each Copper Service (subject to clause 9.3(b)); and
    - (B) coordinate with NBN Co to minimise the period of any service outage between the disconnection of Wholesale Services at a Premises and the connection at the same Premises of NBN Based Services.

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## 10 Pull Through Activities

### Explanatory Note: Pull Through Activities

The Pull Through Activity process will be undertaken by NBN Co and its installing contractors on a case by case basis, after attending a Premises and determining if the conduit is suitable for use for this purpose. NBN Co will put in place more detailed technical manuals and specifications governing Pull Through Activities, including the rectification processes (including any temporary measures) to be used in the event that NBN connection is not immediately successful.

Where the Copper Lines which are used for the purpose of Pull Through Activities are used to supply ULLS or LSS, Telstra anticipates that Wholesale Customers will primarily interact with NBN Co directly in relation to any remote testing of Cable Rectification or installed Temporary Cables.

### 10.1 Consents for Pull Through Activities

In the course of connecting a Premises to the NBN Fixed Line Network after the Region Ready for Service Date for a Rollout Region, it may be necessary or expedient for NBN Co or its installing contractor to physically remove one or more Copper Lines or HFC Lines from a lead-in conduit at that Premises in order to 'pull through' the Copper Line, HFC Line or optical fibre Line to be used for the purpose of connecting the Premises to the NBN Fixed Line Network (**Pull Through Activities**).

### 10.2 Pull Through Activities

- (a) For clarity, Pull Through Activities will be undertaken by NBN Co or its agents or contractors. Telstra is not required to undertake any Pull Through Activities, Cable Rectification or installation of any Temporary Cable by NBN Co at a Premises.
- (b) In respect of Premises to which Wholesale Services are supplied, Telstra will inform NBN Co that a lead-in conduit is not suitable for Pull Through Activities where:
  - (i) a Copper Line located in the lead-in conduit is used to supply a Wholesale Service, and the Wholesale Customer has not given prior consent to Pull Through Activities in respect of a Copper Line over which that Wholesale Customer is supplied with Wholesale Services; and
  - (ii) there is more than one Copper Line in the lead-in conduit over which Wholesale Services are being supplied and not all affected Wholesale Customers have given prior consent to Pull Through Activities in respect of Copper Lines over which those Wholesale Customers are supplied with Wholesale Services.
- (c) For the avoidance of doubt, nothing in this clause 10:
  - (i) permits or requires Telstra to seek or obtain the consent of an end user of a Wholesale Customer in relation to Pull Through Activities; and
  - (ii) makes Telstra responsible, directly or indirectly, for providing NBN Co with notice as to whether there is a priority assistance service, medical alert service, alarm service, or service with substantially similar service levels to the foregoing being supplied over a Copper Line by a person other than Telstra.

### 10.3 Notification of a Pull Through Exception Event

If NBN Co notifies Telstra that:

- (a) NBN Co is prevented by a Pull Through Exception Event from completing Pull Through Activities, Cable Rectification or the installation of a Temporary Cable at a Premises and which relates to a Copper Line used to supply a Wholesale Service; or
- (b) NBN Co has installed a Temporary Cable, which is being used to supply a Wholesale Service,

Telstra will promptly give notice to the affected Wholesale Customer of any matter notified to Telstra by NBN Co (other than to the extent that the information is confidential).

### 10.4 Interim call diversion arrangements

- (a) Telstra will maintain call diversion as a standard feature of Wholesale Line Rental services supplied to Premises in Rollout Regions during the Migration Window so that this feature is available to end users of Wholesale Customers where NBN Co proposes to undertake Pull Through Activities at a Premises supplied with Wholesale Services.
- (b) For clarity, nothing in this clause 10.4 requires Telstra to inform end users of Wholesale Customers of the call diversion feature or how to activate it.

### 10.5 Any temporary disconnection during Pull Through Activities will not affect call diversion or local number portability

Telstra undertakes that any outage period or temporary disconnection associated with NBN Co undertaking Pull Through Activities will not:

- (a) affect the operation (including any future cancellation) of any call diversion functionality which has been activated on the relevant Copper Path; or
- (b) prevent or restrict the porting of any telephone number associated with the Copper Path,

following completion of the Pull Through Activities and NBN Connection by NBN Co (or its Personnel).

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## 11 Telstra staff and contractors attending on site

- (a) To the greatest extent practicable, Telstra will use processes for disconnection which do not require any Personnel of Telstra to attend at end user Premises that are Passed to disconnect those Premises from a Separating Network.
- (b) Subject to clause 11(c), in the case where Personnel of Telstra are required to attend on site at a Premises in the Fixed Line Footprint within a Rollout Region for the purpose of:
  - (i) connecting an end user to an NBN Based Service who is not a Retail Customer for that service; or
  - (ii) disconnecting a Wholesale Service,



the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.

- (c) Nothing in clause 11(b) will be taken to limit or prevent Personnel of Telstra from engaging in Marketing Activity if and to the extent that:
  - (i) the Marketing Activity relates to the provision of services by Telstra under the USO; and
  - (ii) the Commonwealth Government has requested or required Telstra to conduct the Marketing Activity.
- (d) Nothing in clause 11(b) will be taken to limit or prevent Personnel of Telstra from engaging in Marketing Activity if and to the extent that the Telstra Personnel are attending on site at Premises in order to disconnect a retail service supplied by Telstra, except where the Personnel are doing so for or on behalf of NBN Co (in which case, clause 11(e) applies).
- (e) Where Personnel of Telstra are required to attend on site at a Premises for or on behalf of NBN Co as contemplated by clause 11(b), the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.
- (f) For clarity, subject to clause 11(g), Telstra Personnel may attend on site at the Premises of Retail Customers in order to perform work for and on behalf of NBN Co as well as in connection with the installation or supply of Telstra retail services, during the same visit. In those circumstances, nothing in clause 11(e) restricts or prevents those Telstra Personnel from undertaking any Marketing Activity while performing work in connection with the installation or supply of the Telstra retail service and which is therefore unrelated to the work undertaken for or on behalf of NBN Co.
- (g) Where Personnel of Telstra are required to attend for or on behalf of NBN Co on site at the Premises of a Retail Customer that is also a customer of a Wholesale Customer or another RSP, the Telstra Personnel must not undertake any “win back” or other Marketing Activity related to alternative Telstra products to the product or products supplied by that Wholesale Customer or other RSP to the end user.
- (h) Without limitation to this clause 11, Telstra will provide mandatory training for all Personnel who are engaged in attending on site at Premises in the circumstances contemplated by clause 11(b), in order to ensure that such Personnel are aware of the restrictions placed on their activities under this Plan.

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## 12 Telstra activities in the lead up to the Disconnection Date for each Rollout Region

### 12.1 Notification to disconnecting Telstra voice only Retail Customers of the automatic disconnection of related services

Where, in respect of a Premises which is Passed in a Rollout Region, Telstra supplies only a Standard Telephone Service to a Retail Customer at that Premises using the Copper Network, Telstra will notify the Retail Customer that if Telstra disconnects that Standard Telephone Service in response to a request from that Retail Customer, any other fixed line carriage service supplied using the same Copper Path, whether by Telstra or a Wholesale Customer, will also be disconnected without further notice.

## **12.2 Notification to Wholesale Customers when Wholesale Services are automatically disconnected**

- (a) Where Telstra disconnects a Retail Copper Service supplied to a Premises within the Fixed Line Footprint in a Rollout Region in response to a request received from a Retail Customer and that disconnection affects a Wholesale Service supplied to that Premises using the same Copper Path, Telstra will notify the relevant Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.
- (b) Where Telstra disconnects a Copper Service supplied to a Premises within the Fixed Line Footprint in a Rollout Region in response to a disconnection order received from a Wholesale Customer and that disconnection affects a Wholesale Service supplied to a second Wholesale Customer at that Premises using the same Copper Path, Telstra will notify the second Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.

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## **13 Order Stability Period**

### **13.1 Order Stability Period**

- (a) Telstra may apply an Order Stability Period in each Rollout Region immediately prior to and after the Disconnection Date for that Rollout Region for the purpose of facilitating Migration in an orderly and robust manner and to allow Telstra time to clear any remaining pending orders (or modifications) before the Managed Disconnection process commences.
- (b) The duration of the Order Stability Period that will apply in a Rollout Region under this Plan, unless or until amended in accordance with clause 13.2, will be a period extending:
  - (i) from a date no earlier than 20 Business Days before the Disconnection Date for that Rollout Region;
  - (ii) to a date no later than 120 Business Days after the Disconnection Date for that Rollout Region
- (c) During the Order Stability Period in each Rollout Region, Telstra will not process any order types in respect of the supply of Copper Services and HFC Services to Premises within the Fixed Line Footprint in a Rollout Region, except:
  - (i) orders for disconnection of Copper Services and HFC Services (including orders for number portability or other service requests which result in or are associated with disconnection);
  - (ii) order types set out in Schedule 9; and
  - (iii) any other order types, from time to time, that are the subject of an Order Stability Proposal that is implemented in accordance with clause 13.2.
- (d) Telstra will ensure that the length of the Order Stability Period applied in a Rollout Region and any restrictions imposed during the Order Stability Period, as varied from time to time under clause 13.2:

- (i) are in accordance with Principles 10 and 25;
- (ii) to the greatest extent practicable, apply to Wholesale Orders to the same extent and in the same way as they apply to Retail Orders of the same type; and
- (iii) are imposed for the shortest period reasonably required.

**Explanatory Note: Order Stability Period**

The Order Stability Period under this clause 13 only relates to services supplied by Telstra on the Copper Network. The Order Stability Period will not prevent either Retail Customers or Wholesale Customers from lodging disconnection orders (and those orders being processed by Telstra), including as part of migration of a Premises to the NBN Fixed Line Network. The Order Stability Period also does not affect the ordering or provisioning systems of NBN Co – so does not impact on the ability of RSPs to lodge connection orders with NBN Co during this period.

**13.2 Review and modification of the Order Stability Period and associated restrictions**

- (a) Telstra will review the Order Stability Period from time to time to assess whether the duration and nature of restrictions set out in clauses 13.1(b) and 13.1(c) require adjustment with the benefit of operational experience, and taking into account the Plan Objectives and the Determination, including in each of the following circumstances:
  - (i) where Telstra is requested to do so by the ACCC;
  - (ii) where Telstra is requested to do so by the Adjudicator; and
  - (iii) where Telstra is reasonably requested to do so by a Wholesale Customer.
- (b) In undertaking any review of the Order Stability Period, Telstra will consult with the ACCC or Adjudicator (as the case may be), NBN Co, Wholesale Customers and any relevant NBN working group of Communications Alliance.
- (c) Where Telstra undertakes a review of the Order Stability Period, unless otherwise agreed with a party requesting the review, Telstra will complete its review within 20 Business Days of the date that Telstra receives the relevant request.
- (d) As soon as reasonably practicable and in any event within 10 Business Days of completing its review of the Order Stability Period, Telstra will:
  - (i) notify the ACCC or the Adjudicator (as applicable) of any proposal to introduce a different Order Stability Period or to modify the number or type of orders which are subject to the relevant restrictions (**Order Stability Proposal**) – where Telstra is reviewing its Order Stability Period at the request of a Wholesale Customer, it will notify the ACCC;
  - (ii) publish a description of the Order Stability Proposal on the Wholesale Portal, together with the reasons for and likely costs and benefits of the Order Stability Proposal; and

- (iii) consult in good faith with the ACCC and Adjudicator (as applicable), and Wholesale Customers, including providing them with a reasonable prior opportunity to comment on the Order Stability Proposal.
- (e) To the extent that an Order Stability Proposal would have the effect of reducing:
  - (i) the duration of the Order Stability Period; or
  - (ii) the number or type of orders that are the subject of restrictions;and provided that, if the Order Stability Proposal affects Copper Services, the change applies on an equivalent basis between Retail Customers and Wholesale Customers, Telstra is not required to seek prior approval from the ACCC or the Adjudicator in order to implement the Order Stability Proposal.
- (f) Telstra must provide a copy of any Order Stability Proposal under clause 13.2(e) to the ACCC and at the same time publish a copy of the Order Stability Proposal on its Wholesale Customer Portal, and this clause 13 will be taken to be varied to give effect to the Order Stability Proposal on the date which is 20 Business Days following the date on which such publication occurs.
- (g) If clause 13.2(e) does not apply to an Order Stability Proposal, the ACCC or Adjudicator (as applicable) may:
  - (i) accept the Order Stability Proposal; or
  - (ii) reject the Order Stability Proposal provided that in doing so the ACCC or Adjudicator (as applicable) provide reasons for rejection.
- (h) If an Order Stability Proposal is accepted under clause 13.2(e), then:
  - (i) this clause 13 will be taken to be varied to reflect the new or modified restrictions on order processing or the modified Order Stability Period specified in the Order Stability Proposal; and
  - (ii) Telstra will notify Wholesale Customers of the new Order Stability Period, including publishing a notice on the Telstra Wholesale website.
- (i) A Wholesale Customer may refer any of the following matters as a dispute under clause 32 of this Plan:
  - (i) any complaint that the operation of the Order Stability Period does not provide for equivalent treatment of orders received by Telstra from Wholesale Customers and Retail Customers (in respect of comparable services), or that the operation of the Order Stability Period is otherwise inconsistent with Principles 10 or 25; or
  - (ii) a failure by Telstra to consult in good faith or to provide Wholesale Customers with a reasonable prior opportunity to comment on the Order Stability Proposal.

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## 14 Managed Disconnection commencing at the Disconnection Date

### 14.1 Managed Disconnection to commence on the Disconnection Date

- (a) On and from the date which is 5 Business Days after the Disconnection Date for a Rollout Region, Telstra will commence to disconnect all remaining Copper Services and HFC Services which are still active at Premises within the Fixed Line Footprint in that Rollout Region and for which no disconnection order has been received by Telstra from a Retail Customer or a Wholesale Customer at that Premises before the Disconnection Date in accordance with this clause 14 (**Managed Disconnection**).
- (b) Subject to clause 14.3, Telstra will complete Managed Disconnection of all Premises within the Fixed Line Footprint in a Rollout Region by the date which is 45 Business Days after the Disconnection Date, except for the following types of Premises and Copper Services:
  - (i) In-Train Order Premises, which will be disconnected in accordance with clause 15.1;
  - (ii) Added Premises, which may be disconnected in accordance with clause 15.2;
  - (iii) Affected Premises which Telstra is prohibited by law from disconnecting, in accordance with clause 15.3;
  - (iv) any Premises or Copper Services or HFC Services that are Reconnected in accordance with clause 19;
  - (v) all Special Services, which will be disconnected in accordance with the process and principles set out in clause 22 in this Plan;
  - (vi) any Premises to which clause 15.5 applies.
- (c) The period commencing on the Disconnection Date and ending on the latest date permitted for disconnection of a Premises under this clause 14.1 is the **'Disconnection Window'** for that Premises.

### 14.2 Processes to be used by Telstra for undertaking Managed Disconnection

The process or processes that will be used by Telstra to undertake Managed Disconnection during the Disconnection Window are set out in Schedule 3.

### 14.3 Network Management Services

Telstra is permitted to provide, and there is no obligation under this Plan requiring it to disconnect, any Network Management Services, including where provided in a Rollout Region after the Disconnection Date for that Rollout Region.

### 14.4 Telstra to notify Wholesale Customers before final disconnection

On or as soon as reasonably practicable after the Disconnection Date, Telstra will notify Wholesale Customers of any Wholesale Services which Telstra supplies to that Wholesale Customer at Premises which are Passed in the Rollout Region and which

will be disconnected as part of the Managed Disconnection, including by notifying those Wholesale Customers of the impending disconnection on the Wholesale Portal.

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## 15 Types of Premises and related Disconnection Windows

### 15.1 Disconnection of In-Train Order Premises

- (a) Telstra will procure that NBN Co will provide Telstra with a list of In-Train Order Premises that are Passed within that Rollout Region on the following dates:
    - (i) the Disconnection Date for that Rollout Region; and
    - (ii) the date which is 26 Business Days after the Disconnection Date for that Rollout Region.
  - (b) In respect of a Premises that is Passed, if:
    - (i) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located and that Premises is not NBN Connected as at the Disconnection Date; or
    - (ii) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co between the Disconnection Date for the Rollout Region in which the Premises is located and the date which is 25 Business Days after that Disconnection Date (both dates inclusive); or
    - (iii) the Premises becomes NBN Connected within one month before the Disconnection Date for the Rollout Region in which that Premises is located; or
    - (iv) that Premises:
      - (A) is NBN Connected as at the Disconnection Date; and
      - (B) one or more valid and serviceable orders for the provision to an NBN Customer of one or more additional NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located; and
      - (C) any of the orders referred to in clause 15.1(b)(iv)(B) has not either:
        - (I) resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co as at the Disconnection Date; or
        - (II) been revoked or cancelled as at the Disconnection Date,
- that Premises is an **In-Train Order Premises** and any relevant NBN order is an **In-Train Order**.

- (c) Subject to clause 15.4, on and after the Disconnection Date for a Rollout Region, Telstra will continue to supply each Copper Service and/or HFC Service (including, where necessary, by Restoring any active Copper Service or HFC Service) which it supplied as at the Disconnection Date to a Premises notified by NBN Co as an In-Train Order Premises, until the earliest of the following dates, on which date Telstra will then disconnect the Premises:
  - (i) the date that a Copper Service or HFC Service is disconnected in accordance with a standard disconnection order or Existing Process;
  - (ii) the date that is not more than 30 Business Days after the date that:
    - (A) Telstra is notified by NBN Co that the In-Train Order Premises has been NBN Connected; or
    - (B) Telstra is notified by NBN Co that the In-Train Order is cancelled or revoked before NBN Connection of that In-Train Order Premises; or
    - (C) if there is more than one In-Train Order for NBN Based Services at an In-Train Order Premises, the date on which sub-paragraphs 15.1(c)(ii)(A) or (B) applies to the last of those In-Train Orders; and
  - (iii) as soon as reasonably practicable after the date which is 120 Business Days after that Disconnection Date.
- (d) The following will apply in respect of Premises located in Rollout Regions with a Disconnection Date during the calendar year 2015:
  - (i) the reference to “one month” in clause 15.1(b)(iii) will be amended to read “the three months”;
  - (ii) clause 15.1(c)(ii)(A) will not apply; and
  - (iii) clause 15.1(c)(ii)(C) will apply only where all of the In-Train Orders for NBN Services at the In-Train Order Premises have been revoked or cancelled, and otherwise clause 15.1(c)(iii) will apply in respect of that In-Train Order Premises (for example, where one order for an NBN Service is cancelled or revoked, but other NBN Services at the same Premises are still supplied).

## 15.2 Disconnection of Added Premises

- (a) If:
  - (i) a Premises is added to the Fixed Line Footprint in a Rollout Region after the Ready for Service Date or Disconnection Commencement Date for that Rollout Region but before the date that is six months prior to the Disconnection Date for that Rollout Region (an **Added Premises**);
  - (ii) Telstra has a contractual obligation to the Retail Customer or the Wholesale Customer in respect of that Premises to provide a notice period prior to disconnecting that Premises, and that notice period is longer than the period between the date that NBN Co notifies Telstra of the addition of the Premises to the Fixed Line Footprint and the Disconnection Date for the Rollout Region; and

- (iii) prior to the Disconnection Date for that Rollout Region, that Retail Customer or Wholesale Customer objects to Telstra in writing to the disconnection of that Premises by the Disconnection Date,

then:

- (iv) Telstra may continue to provide those Copper Services or HFC Services that Telstra provided to that Premises as at that Disconnection Date between that Disconnection Date and the earlier of:
  - (A) the date that those Copper Services or HFC Services are disconnected in accordance with a standard disconnection order or Existing Process;
  - (B) the end of the notice period referred to in clause 15.2(a)(ii) (calculated on the basis that the notice period begins on the date which is 20 Business Days after the date that NBN Co notifies Telstra of the addition of the Premises to the Fixed Line Footprint); and
  - (C) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fixed Line Footprint;
- (v) or such later date determined under clause 15.2(b).
- (b) Clause 15.1 will apply to extend the date until which Telstra may continue to supply Copper Services and HFC Services under clause 15.2(a)(iv), and will establish the later date on which Telstra will disconnect the Premises, as if all references in clause 15.1 to the Disconnection Date for a Rollout Region in which a Premises is located are references to the date until which Telstra may provide carriage services under clause 15.2(a)(iv) (but for this clause 15.2(b)).
- (c) This clause 15.2 does not apply to Service Continuity Regions. The Fixed Footprint List for a Service Continuity Region will comprise only those Premises within the Parent Rollout Region that were notified by NBN Co to Telstra as having not been NBN Serviceable as at the date which is 6 months before the Disconnection Date for the Parent Rollout Region and no further Premises may be added unless otherwise agreed between Telstra and NBN Co.

### 15.3 Premises where disconnection is prohibited by law

- (a) Telstra may continue to supply Copper Services and HFC Services to any Premises in a Rollout Region which is Passed on or after the Disconnection Date for that Rollout Region (**Affected Premises**) to the extent that Telstra is prevented by law from:
  - (i) ceasing the provision of those services to that Affected Premises; and
  - (ii) disconnecting the Affected Premises.
- (b) Telstra will disconnect an Affected Premises no later than 20 Business Days after the date that Telstra ceases to be prevented by law from:
  - (i) ceasing the provision of those services to that Affected Premises; and
  - (ii) disconnecting the Affected Premises.



#### **15.4 Disconnection of Copper Services where no order for an NBN-Based Service after the Disconnection Date**

Subject to clause 15.3, Telstra may disconnect a Copper Service (except for a Special Service or Special Service Input) at a Premises that is Passed within a Rollout Region at any time after the Disconnection Date for that Rollout Region, where:

- (a) in the case of a retail service, the end user has informed Telstra, that the end user in respect of the retail service does not intend to Migrate and the Premises is not an In-Train Order Premises; or
- (b) in the case of a Wholesale Service, the Wholesale Customer has informed Telstra that the end user in respect of the Wholesale Service has advised that Wholesale Customer that it does not intend to Migrate and the Premises is not an In-Train Order Premises.

#### **15.5 Disconnection of Premises with registered fire alarms and lift phones**

- (a) Where Telstra is notified by NBN Co that a Copper Service at a Premises that is Passed within a Rollout Region is being used by an Application Service Provider to supply a fire alarm or a lift phone included on a register maintained by NBN Co, Telstra may continue to supply any existing Copper Services to that Premises (including, where necessary, by Restoring a Copper Service) until the earliest of the following:
  - (i) the date that last Copper Service supplied to the Premises is disconnected in accordance with a standard disconnection order; and
  - (ii) as soon as reasonably practicable after the date which is 120 Business Days after the Disconnection Date for the Rollout Region.
- (b) This clause 15.5:
  - (i) does not apply to Premises at which a Copper Service is used to supply a fire alarm or a lift phone unless the relevant fire alarm or lift phone was registered with NBN Co on or before the date which is 25 Business Days after the Disconnection Date for the Rollout Region;
  - (ii) does not apply to any Premises that is an MDU Common Area; and
  - (iii) will only apply in respect of Premises in Rollout Regions that have a Disconnection Date which occurs on or before 31 December 2015.

##### **Explanatory Note: Transitional arrangements for registered fire alarms and lift phones**

NBN Co maintains registers for back to base fire alarms and lift phones, where end users can register their services. Industry arrangements to manage the smooth migration of these services are still being developed and NBN Co will undertake an awareness campaign with alarm and phone service providers and other stakeholders. It is intended that the industry arrangements will ensure that fire alarm and lift phone services are migrated early in the migration window. However, as a transitional measure during 2015 to allow time for the arrangements to be put in place and communicated, the final disconnection date for these registered services has been extended to align with the maximum In-Train Order disconnection period.

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## 16 Disconnection of all Premises to be completed by the Designated Day

As at the Designated Day, Telstra will have permanently disconnected all Premises that are Passed from all Separating Networks, except:

- (a) Premises in any Rollout Region in which NBN Co is still in the process of undertaking a rollout as at the Designated Day, in which case Telstra will complete disconnection of that Rollout Region in accordance with this Plan, including undertaking a Managed Disconnection process following the later Disconnection Date for that Rollout Region, in accordance with clauses 14 and 15;
- (b) Premises to which Telstra or a Wholesale Customer are supplying a Special Service or a Special Service Input, and in respect of which a Disconnection Date has not occurred for the applicable SS Class in accordance with clause 22;
- (c) Premises that have had Copper Paths or HFC Lines built or Reconnected in accordance with clause 19; and
- (d) Premises that are MDU Common Areas, where such Premises is still being supplied with active Copper Services or HFC Services, in accordance with clause 1.4.

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

### 17.1 No supply of Copper Services

- (a) Subject to clauses 17.2, 17.3, 17.5, 17.6, and 22, 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 Fixed Line Footprint in that Rollout Region which, at the time the order or request is received by Telstra:
  - (i) is NBN Serviceable; or
  - (ii) is a Frustrated Premises.
- (b) Nothing in this clause 17.1 prevents or restricts Telstra (in its discretion) from supplying a new standard telephone service in fulfilment of a USO requirement at a Frustrated Premises.
- (c) As soon as reasonably practicable after the date when NBN Co commences to identify Frustrated Premises in the NBN Co service qualification system, Telstra will notify the ACCC and NBN Co of the date from which it reasonably considers it will be able to implement the requirements of clause 17.1(a)(ii) and clause 17.1(b), which clauses will then commence on and from that date, unless a later date is approved in writing by the ACCC.

## **17.2 Copper Services required to retain a telephone number in association with a new NBN Connection**

A service will not be treated as a new Copper Service for the purposes of clause 17.1 where a Retail Customer or the end user of a Wholesale Customer wishes to retain their existing telephone number in the course of Migration and:

- (a) the Retail Customer, or the end user of a Wholesale Customer, has submitted an order or request (to either Telstra or the Wholesale Customer) which requires an NBN Connection at the relevant Premises;
- (b) connection of that Copper Service is reasonably required to enable the telephone number to be retained following NBN Connection of that Premises; and
- (c) the telephone number cannot be transferred in the course of NBN Connection by means of an LNP Request.

## **17.3 Copper Service required to replace ULLS at FTTB and FTTN-Connected Premises**

- (a) A service will not be treated as a new Copper Service for the purpose of clause 17.1 if and to the extent that all of the following apply:
  - (i) the Copper Service is supplied by Telstra to a Wholesale Customer using a voiceband-only Copper Sub-Loop licensed by NBN Co to Telstra following the jumpering of the Telstra Copper Network to an NBN Co splitter at an NBN Co FTTN or FTTB node; and
  - (ii) Telstra was supplying the Wholesale Customer with a ULLS immediately prior to the jumpering work referred to in subclause (i); and
  - (iii) Telstra supplies the Copper Service in the course of supplying the Wholesale Customer with continued access to the voice band to supply carriage services to the same Premises previously supplied the ULLS.
- (b) Supply of the voice band referred to in clause 17.3(a)(iii) must be on the same terms and conditions as applied to the supply of the ULLS to the relevant Wholesale Customer immediately prior to NBN Co undertaking the jumpering work referred to in clause 17.3(a)(i).

## **17.4 No supply of HFC Services**

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 Fixed Line Footprint in that Rollout Region which is NBN Serviceable.

## **17.5 Order transition arrangements during the last 6 months of the Migration Window**

- (a) This clause 17 does not apply in circumstances where Telstra is supplying a new Copper Service or HFC Service or Restoring a Copper Service or HFC Service at a Premises within the Fixed Line Footprint in a Rollout Region during the 6 months immediately before the Disconnection Date for that Rollout Region, and where:

- (i) in-place copper or HFC infrastructure (as applicable) exists at the Premises, so that no new infrastructure is required to be installed in order to supply the new Copper Service or HFC Service or to Restore the Copper Service or HFC Service; and
- (ii) the Copper Service or HFC Service is being supplied by Telstra on a transitional basis, where Telstra has been notified by NBN Co or the relevant RSP (or otherwise in accordance with any Industry Migration Arrangements) that:
  - (A) an order has been placed for an NBN-Based Service at the Premises; and
  - (B) due to an error in service classification by NBN Co, the NBN Connection associated with that order is unlikely to be completed within 15 Business Days of the date on which NBN Co receives the order.

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

- (a) Clauses 17.1 and 17.4 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.
- (b) This clause 17 will not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra:
  - (i) on or before 31 July 2015 in respect of any Premises which NBN Co notifies Telstra is, or is intended to be made, NBN Serviceable by an FTTB Connection; and
  - (ii) on or before 30 September 2015 in respect of any Premises which NBN Co notifies Telstra is, or is intended to be made, NBN Serviceable by an FTTN Connection.

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## **18 HFC Services**

### **18.1 No wholesale supply of services using the HFC Network**

Telstra will not be required to supply carriage services to Wholesale Customers or otherwise on a wholesale basis using the HFC Network.

### **18.2 HFC Infrastructure**

Telstra will not:

- (a) accept an order to supply an HFC Service to; or
- (b) knowingly assist a person to whom Telstra has previously supplied an HFC Service to continue to receive supply of an HFC Service at,

a Premises located outside the Telstra HFC Network Footprint.

### 18.3 Terms and conditions for HFC Services

- (a) Telstra must in respect of its supply of HFC Services (in each case, whether or not supplied together with other services) to Retail Customers after the Varied Plan Commencement Date:
- (i) ensure that, where Telstra supplies HFC Services to Retail Customers on a fixed term basis, the fixed term specified must not exceed 24 months duration, unless Telstra extends that term so in order to respond to the availability of competitive fixed term offers, other than offers applicable only in respect of NBN Based Services, of longer than 24 months being widely available in the market;
  - (ii) ensure that the terms and conditions for the supply of HFC Services on a fixed term basis include a provision for the payment of an early termination charge that requires that amount to be calculated in a manner that will not result in a payment by a Retail Customer that is higher than:
    - (A) unless subclause (B) applies, the early termination charge that would have been imposed on Retail Customers in equivalent circumstances under Telstra's standard contracts for the supply of HFC Services as at 3 November 2014; or
    - (B) in the case of a fixed term contract other than a Matching Fixed Offer (as defined below) only, if greater than the amount in subparagraph (A), a genuine pre-estimate of the loss to Telstra reasonably likely to be incurred as a result of early termination by the Retail Customer (acknowledging that the loss to Telstra may reduce over the term of the contract);
  - (iii) continue to supply and reasonably publicise the availability to Retail Customers of the following three casual plan offers (**Casual Offers**) for HFC Services, being contracts for services that are available on a month to month basis:
    - (A) Telstra Broadband 50GB Bundle;
    - (B) Telstra Broadband 200GB Bundle; and
    - (C) Telstra Broadband 500GB Bundle.

In addition, Telstra will continue to supply and reasonably publicise the same offers on a fixed term basis (**Matching Fixed Offer**). Telstra may modify the terms of the Casual Offers and Matching Fixed Offers, including replacing them with new or upgraded offers, provided that in doing so Telstra must comply with clause 18.3(a)(iv) and in the case of Matching Fixed Offers, clause 18.3(a)(ii));

- (iv) ensure that the same terms and conditions apply to the Casual Offers and Matching Fixed Offers, except that the terms and conditions for supply under a Casual Offer:
  - (A) for the period up to 30 June 2017, may require payment by the Retail Customer of an additional fee of not greater than \$120 (such fee payable at such time and in such manner as determined by Telstra);

- (B) for the period from 1 July 2017 to 31 December 2017, may require payment by the Retail Customer of a fee in addition to that in (A) of not greater than a reasonable estimate of the additional direct costs to Telstra of supplying the service, not otherwise recoverable by means of an additional standard monthly payment under the Casual Offer, and which reflects that Telstra is not be able to recover those costs over a fixed contract period; and
  - (C) may not require payment by the Retail Customer of any early termination or similar charge (however described) in the event that the Retail Customer elects, at any time, to terminate the supply of HFC Services.
- (b) Clauses 18.3(a)(iii) and (a)(iv) do not apply in respect of either:
- (i) any fixed term offer that is not a Matching Fixed Offer; or
  - (ii) any casual plan other than the three Casual Offers referred to in clause 18.3(a)(iii).
- (c) Subject to clause 18.3(d), the provisions of this clause 18.3 will cease to take effect on the following basis:
- (i) clauses 18.3(a)(i) and (ii) will cease to take effect on and from 30 June 2018;
  - (ii) clauses 18.3(a)(iv)(A) will cease to take effect on and from 30 June 2017; and
  - (iii) clause 18.3(a)(iii), 18.3(a)(iv)(B) and 18.3(a)(iv)(C) will cease to take effect on and from 31 December 2017.
- (d) Unless otherwise agreed by Telstra and notified in writing to the ACCC, the provisions of this clause 18.3 will cease to take effect:
- (i) on 30 June 2015, in the event that by this date Telstra has not been provided by NBN Co with evidence that:
    - (A) NBN Co has entered into an agreement with Optus; or
    - (B) the Commonwealth has entered into an agreement with Optus; or
    - (C) Optus has submitted an undertaking to the ACCC under section 87B of the CCA which has been accepted by the ACCC,
 

under which, in any case, Optus has become subject to obligations substantially similar to those set out in this clause 18 in relation to the Optus HFC Network, acknowledging that the current terms on which Optus offers to supply services to its retail customers over the Optus HFC Network are different to the terms on which Telstra offers HFC Service to its Retail Customers; and
  - (ii) at any time after 30 June 2015, in the event that the obligations contemplated by clause 18.3(d)(i) are terminated, expire, are withdrawn or in the event of the ACCC, NBN Co or the Commonwealth, as relevant, failing to take reasonable action to enforce an obligation entered into by

Optus of the type contemplated by clauses 18.3(d)(i)(A), (B) or (C) in the event of non-compliance by Optus.

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## 19 Temporary Reconnection

### 19.1 Right to Reconnect Unavailable Premises

- (a) Except as otherwise specified in this clause 19, and subject to clause 22, Telstra will not build new Copper Paths or Reconnect Copper Paths or HFC Lines at Premises which have been Passed and that have been permanently disconnected and will reject any request from an end user or a Wholesale Customer to do so.
- (b) While not required to do so, Telstra may (at its discretion and in accordance with the Definitive Agreements) as a measure of last resort build new Copper Paths or Reconnect Copper Paths or HFC Lines to Unavailable Premises in order to provide Copper Services or HFC Services, respectively, to those Premises in the event of Material NBN Unavailability. For clarity, Telstra's right to Reconnect Copper Paths or HFC Lines under this clause 19.1 does not apply to any Premises in the Fixed Line Footprint in a Rollout Region that is not an Unavailable Premises.
- (c) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 19.1, Telstra will:
  - (i) also make available Wholesale Services on an equivalent basis over those Copper Paths;
  - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied, taking into account that such Copper Services will need to be put in place quickly and will only be provided as an interim measure; and
  - (iii) permanently disconnect any new or Reconnected Copper Paths or HFC Lines as soon as is reasonably practicable after receiving notice from NBN Co that the Material NBN Unavailability has ceased, and in any event will complete such permanent disconnection by the date 20 Business Days after the date such notice was received from NBN Co.

### 19.2 Reconnection in the event of Permanent Cessation of Operations

- (a) Telstra may at its discretion Reconnect Copper Paths or HFC Lines on and from the date that any Permanent Cessation of Operations or Insolvency Event occurs in relation to NBN Co.
- (b) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 19.2, Telstra will:
  - (i) also make available Wholesale Services on a equivalent basis over those Copper Paths; and
  - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied.

### **19.3 Reconnection where disconnection not required**

- (a) Telstra may build a new Copper Path or Reconnect a Copper Path or HFC Line to a Premises where either the pre-existing:
  - (i) Copper Path over which Copper Services were provided to the Premises; or
  - (ii) HFC Line over which HFC Services were provided to the Premises,was not required to be disconnected under this Plan.
- (b) For clarity, Telstra must apply this clause on a equivalent basis between Copper Paths used to supply Wholesale Services and those used to supply retail services which were not required to be disconnected.
- (c) Nothing in this clause 19.3 will be taken to limit Telstra's contractual obligations in respect of disconnection under the Definitive Agreements.

### **19.4 Reconnection subject to availability of Copper Paths, Copper Lines and HFC Lines on agreed terms**

Without limitation to clause 2.3, Telstra's ability to Reconnect a Copper Path or HFC Line under this clause 19 and/or the service quality of any Copper Service or HFC Service supplied over such Copper Path or HFC Line may be dependent on NBN Co making available to Telstra, on terms agreed between Telstra and NBN Co:

- (a) in the case of any Copper Service – a Copper Line or Copper Sub-loop owned by NBN Co; and
- (b) in the case of any HFC Service – a right to access and use assets which have been transferred to NBN Co by Telstra, and which are owned by NBN Co.

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## **20 Telstra's commencing to provide services using the NBN**

Telstra will commence to supply carriage services using the NBN Fixed Line Network:

- (a) by following the connection protocols set out in NBN Co's wholesale broadband agreement or any other connection arrangements agreed from time to time by Telstra and NBN Co; and
- (b) in accordance with a timetable that is determined on the following basis:
  - (i) Telstra will place orders with NBN Co for the NBN Connection of Premises on a region by region basis, commencing in each Rollout Region from the date that NBN Co notifies RSPs that it will commence accepting orders in respect of that Rollout Region;
  - (ii) during the Migration Window in each Rollout Region, Telstra will to the greatest extent reasonably practicable determine the timing of individual orders for NBN Connection of Premises as requested by or otherwise agreed with each Telstra customer and in accordance with the ordering and provisioning processes established by NBN Co under the connection protocols or other arrangements referred to in clause 20(a).



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## 21 Soft Dial Tone

### 21.1 Soft Dial Tone at Disconnection Date

- (a) Telstra will apply a Soft Dial Tone service to each active Wholesale Line Rental or Retail Line Rental service at a Premises within the NBN Fixed Line Footprint in a Rollout Region, where practicable, within 15 Business Days after the Disconnection Date for that Rollout Region, except where:
  - (i) the Premises is an In-Train Order Premises;
  - (ii) the Premises is an Affected Premises; or
  - (iii) the Premises is an MDU Common Area.
- (b) Telstra will remove any Soft Dial Tone service applied to a Copper Service supplied to Premises within the NBN Fixed Line Footprint in a Rollout Region after the Disconnection Date for that Rollout Region on the date which is the earlier of:
  - (i) the date that Telstra Restores the Copper Service at an In-Train Order Premises as contemplated by clause 15.1(c);
  - (ii) the date that Telstra disconnects the Copper Service in accordance with clause 15.4,

and in any event by no later than 45 Business Days following the Disconnection Date for the Rollout Region.

### 21.2 Soft Dial Tone at Region Ready for Service Date

Nothing in this Plan requires Telstra to apply a Soft Dial Tone service to a Premises within the NBN Fixed Line Footprint in a Rollout Region as at the Ready for Service Date for that Rollout Region, if that Premises does not have an active Copper Service supplied to it at that date.

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## 22 Special Services

### 22.1 Direct Special Services will continue to be supplied up to the Disconnection Date for each SS Class

- (a) Telstra will continue to accept new orders for, and will continue to supply, each SS Class of Direct Special Service and each Special Service Input certified by a Wholesale Customer under clauses 22.6 or 22.7 as being used to supply a carriage service which is Service Equivalent to that SS Class, in respect of a Premises which is Passed in a Rollout Region, including:
  - (i) to a Premises that has otherwise been permanently disconnected; and
  - (ii) throughout the Migration Window and after the Disconnection Date for that Rollout Region,

up until the Disconnection Date for that SS Class, determined in accordance with clause 22.1(b) or as otherwise specified in an SS Disconnection Process under clause 22.5. (**SS Supply Period**).

- (b) Subject to clause 22.11, the Disconnection Date for each SS Class of Direct Special Services (and which will also be the Disconnection Date for any Special Service Inputs certified by a Wholesale Customer under clauses 22.6 or 22.7 as being used to supply a carriage service which is Service Equivalent to that SS Class) will be the date which is the earlier of:
  - (i) the date that the SS Class is no longer supplied by Telstra or any earlier cease supply date applicable to Telstra's acceptance of new orders as determined in accordance with a standard Telstra product exit process as contemplated by clause 4.4; and
  - (ii) the White Paper Disconnection Date, if any, applicable to that SS Class, as determined in accordance with clause 22.4 (in the case of new orders, subject also to any prior Order Stability Period).
- (c) Telstra will continue to disconnect Direct Special Services and Special Service Inputs, from time to time during the SS Supply Period applicable to the relevant SS Class, in accordance with any disconnection orders received from a Retail Customer or Wholesale Customer.

**Explanatory Note: Disconnection of Direct Special Services**

There are a number of specific types of Copper Services for which appropriate NBN-based alternatives may not be available during the early period of the NBN rollout. As at the commencement of the Migration Plan, this list is set out in Schedule 4, for both retail and wholesale 'Direct Special Services'.

Direct Special Services will be disconnected during the course of the NBN rollout on a different timetable to the 'region by region' disconnection process used for standard voice and broadband services. This will occur either following the release by NBN Co of new NBN product functionality using a 'White Paper' process (see clause 22.4) or in accordance with Telstra's business as usual product withdrawal process.

At the same time as Telstra disconnects (and stops accepting new orders for) a SS Class of Direct Special Services, it will also disconnect (and stop accepting new orders for) any ULLS or LSS that have been certified by Wholesale Customers as being used to supply services that are service equivalent to that SS Class (i.e. Special Service Inputs). From the Disconnection Date for a SS Class of Direct Special Services, any ULLS or LSS used by Wholesale Customers to provide equivalent services will be treated as standard ULLS and LSS, and not as Special Service Inputs, meaning they will be disconnected in accordance with the standard rollout schedule and Telstra will not supply new ULLS and LSS of this kind to Premises that have already become NBN Serviceable (see clause 17).

Telstra intends to keep the current list of active Direct Special Services (i.e. those which are still being supplied by Telstra) published on its Telstra Wholesale website, and to provide information about upcoming product exits, NBN Co White Papers and the associated disconnection arrangements and timeframes for each SS Class of Direct Special Services and Special Service Inputs.

**22.2 Copper Paths will be built at permanently disconnected Premises in order to enable supply of Direct Special Services and Special Service Inputs**

- (a) Subject to clauses 22.8 and 22.9, where Telstra receives an order for the supply of a new Direct Special Service or Special Service Input during the SS Supply Period for the applicable SS Class, in respect of a Premises that has been permanently disconnected, Telstra will use all reasonable endeavours to build a Copper Path at the Premises in order to enable the supply of the ordered Direct Special Service or Special Service Input.
- (b) Telstra will build Copper Paths at Premises which had previously been permanently disconnected, in order to supply Direct Special Services and

Special Service Inputs to that Premises, applying the process set out in Schedule 7.

### **22.3 Equivalent notice to Wholesale Customers about product exits for Direct Special Services**

- (a) Where Telstra supplies Copper Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where an Access Service or a Product Bundle of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process is:
  - (i) the same in respect of Retail Customers and Wholesale Customers; and
  - (ii) in any event, ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (b) Where Telstra supplies Copper Services of an SS Class to Wholesale Customers only (i.e. where an Access Service or a Product Bundle is listed in Table 2 of Schedule 4 only), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (c) Where Telstra reaches a final decision to exit an SS Class as contemplated in clause 4.4, it will provide Wholesale Customers which acquire Special Service Inputs that are certified under clause 22.7 as being used to provide a carriage service which is Service Equivalent to that SS Class with:
  - (i) at least the same period of notice of the product exit as:
    - (A) if the exiting SS Class is supplied to Retail Customers – the period of notice that Telstra's Retail Business Unit provides to relevant customers; and
    - (B) if the exiting SS Class is supplied to Wholesale Customers – the period of notice that Telstra's Wholesale Business Unit provides to relevant Wholesale Customers; and
  - (ii) in any event, not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).

## 22.4 NBN Co Product Releases and the White Paper Disconnection Date

### Explanatory Note: The NBN Co White Paper process

From time to time, NBN Co may issue a commercial release of additional product functionality relevant to a particular SS Class. Where NBN Co makes an SS Product Release, it will publish a public White Paper which outlines how the NBN can be used to provide the SS Equivalent Services.

The White Paper process will be undertaken by NBN Co and Telstra expects that NBN Co's product development process will involve an industry consultation process, managed by NBN Co, in which service providers can engage directly with NBN Co in relation to product development issues or questions.

The Subscriber Agreement provides a process for Telstra to dispute whether a proposed NBN service described in a White Paper does permit Telstra to support services on the NBN Fixed Line Network which are equivalent to the SS Class on the Copper Network. The dispute is to be resolved by an Independent Assessor. If the Independent Assessor decides that the proposed NBN Co service will support equivalent services on the NBN Fixed Line Network, disconnection of the class of Direct Special Services is to proceed. If the Independent Assessor determines that the proposed NBN Co service does not permit equivalent services to be offered on the NBN Fixed Line Network, the required disconnection of that SS Class is not triggered by the White Paper (although NBN Co may develop a further White Paper for that service class).

If NBN Co does not publish a White Paper for a particular SS Class before the fifth anniversary of the date of commencement of the Definitive Agreements, then NBN Co may, by giving Telstra not less than three months' notice, elect that Telstra is not required to permanently disconnect any Direct Special Services in that SS Class, in which case there will not be a White Paper Disconnection Date for that SS Class, and any Disconnection Date for that SS Class may only occur through an ordinary product exit process, as contemplated by clause 4.4 of the Plan.

- (a) The White Paper Disconnection Date for a SS Class will be either:
  - (i) if clause 22.4(a)(ii) does not apply, 36 months from the date the White Paper for that SS Class was published by NBN Co; or
  - (ii) the date which is 35 months after an Independent Assessor has determined under the Subscriber Agreement that the SS Product Release would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products that use (among other things) the additional product functionality) to provide SS Equivalent Services for that SS Class.
- (b) Where Telstra supplies Direct Special Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where an Access Service or a Product Bundle of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under this clause 22.4 is the same in respect of Retail Customers and Wholesale Customers.

## 22.5 Disconnection processes for each SS Class

- (a) Telstra will develop a process (**SS Disconnection Process**) which Telstra will use to manage and implement disconnection of Copper Services of an SS Class, and all Special Service Inputs used to provide carriage services that are Service Equivalent to that SS Class, at the earlier of the date which is:

- (i) no more than 6 months after Telstra publicly announces a product exit in respect of the SS Class, in the course of a standard Telstra product exit process as contemplated by clause 4.4; and
  - (ii) no more than 6 months after a White Paper Disconnection Date for that SS Class has been determined,
- or such later date as the ACCC permits.
- (b) The SS Disconnection Process(es) will be developed in accordance with the process for notification and disallowance of new, varied and replacement Schedules in clause 5 of this Plan.

**22.6 Certification of Special Service Inputs prior to the Ready for Service Date and Disconnection Date in a Rollout Region**

- (a) Telstra will use the processes set out in Schedule 4 to confirm with each Wholesale Customer:
  - (i) those ULLS supplied to the Wholesale Customer at Premises within the Fixed Line Footprint in that Rollout Region which are Special Service Inputs; and
  - (ii) the carriage services provided by that Wholesale Customer over those Special Service Inputs are Service Equivalent to Direct Special Services (and if so, which SS Class of Direct Special Service, in each case).
- (b) Telstra will, as soon as reasonably practicable after receiving a request to do so from the ACCC or the Commonwealth, supply the requesting party with a list of the Special Service Inputs certified by Wholesale Customers in the Rollout Region(s) identified in the request, specifying:
  - (i) the number and type of Special Service Inputs certified;
  - (ii) the Wholesale Customer that certified each Special Service Input; and
  - (iii) such other information as the ACCC or Commonwealth reasonably request in respect of the certification(s).
- (c) Telstra will disconnect each ULLS supplied to a Wholesale Customer in a Rollout Region in accordance with the standard Managed Disconnection process for that Rollout Region, applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15, unless that Wholesale Customer has, before the Disconnection Date, certified to Telstra under this clause 22.6 that the Wholesale Customer uses the relevant ULLS as a Special Service Input.

**22.7 Certification of New Special Service Inputs after the Disconnection Date**

- (a) Telstra will not accept an order to supply a new ULLS to a Premises within the Fixed Line Footprint in a Rollout Region after the Disconnection Date for that Rollout Region, unless:
  - (i) the Wholesale Customer provides a certification under clause 2.4 of Schedule 4, to the extent applicable, in respect of the relevant Premises and ULLS; and

- (ii) the certification provides that the ULLS is to be used to supply a carriage service which is Service Equivalent to an SS Class for which the Disconnection Date has not yet occurred (and identifies the relevant SS Class).
- (b) Nothing in this clause 22.7 prevents Telstra from refusing to accept an order for a new ULLS in respect of a Premises which is Passed in a Rollout Region prior to the Disconnection Date for that Rollout Region in accordance with clause 17, where the ULLS which is the subject of the order is certified as being for the purpose of supplying a carriage service which is Service Equivalent to an SS Class of Direct Special Service after the Disconnection Date for that SS Class of Direct Special Service.

## **22.8 Disconnection of Direct Special Services**

- (a) If the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect and will cease to accept any new orders for Copper Services in that SS Class at Premises in that Rollout Region on or immediately following the Disconnection Date for that SS Class of Direct Special Services, in accordance with the SS Disconnection Process established under clause 22.5.
- (b) If the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class of Direct Special Services, then:
  - (i) where Telstra has undertaken a product exit in relation to that SS Class as contemplated by clause 4.4, Telstra will disconnect any existing Copper Services of that SS Class, and will cease to accept any new orders for Copper Services of that SS Class, in accordance with the relevant product exit arrangements, including disconnecting or ceasing to accept orders to supply those Copper Services before the Disconnection Date for that Rollout Region;
  - (ii) where there has not been any product exit by Telstra of that SS Class as contemplated by 4.4, but a White Paper Disconnection Date has elapsed in respect of the SS Class, Telstra will:
    - (A) continue to supply, and accept new orders for, Copper Services in that SS Class at Premises that have not been Passed;
    - (B) not accept orders for the supply of new Copper Services in that SS Class at Premises that have been Passed; and
    - (C) disconnect any existing Copper Services in that SS Class immediately following the Disconnection Date for that Rollout Region in accordance with the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15 (i.e. in the same manner as if the Copper Services in that SS Class were not Direct Special Services).
- (c) At any time up to the Disconnection Date for an SS Class of Direct Special Services, Telstra may disconnect a Direct Special Service within that SS Class, or any Special Service Input certified by a Wholesale Customer under clause 22.6 as being used to supply a carriage service which is Service Equivalent to that SS Class without a disconnection order or prior notice to the Wholesale Customer or Retail Customer in the event that the supply of an NBN-Based

Service to the Premises results in the disconnection when NBN Co removes a jumper and replaces it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises.

## **22.9 Disconnection of Special Service Inputs**

- (a) If the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect, and will cease accepting any new orders for, Special Service Inputs certified by a Wholesale Customer under clause 22.6 as being used to supply a carriage service which is Service Equivalent to that SS Class at Premises within the Fixed Line Footprint in the Rollout Region:
  - (i) immediately following the Disconnection Date for that SS Class of Direct Special Services (or, in the case of new orders, any earlier Order Stability Period); and
  - (ii) in accordance with the SS Disconnection Process established under clause 22.5.
- (b) If the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class, then from the Disconnection Date for that SS Class any new or existing ULLS that are certified by a Wholesale Customer under clause 22.6 as Special Service Inputs used to supply a carriage service which is Service Equivalent to that SS Class at Premises within the Fixed Line Footprint in the Rollout Region, will no longer be treated as Special Service Inputs, but will be treated as ordinary ULLS, meaning that:
  - (i) immediately following the Disconnection Date for that Rollout Region (or, in the case of new orders, at any earlier Order Stability Period), Telstra will disconnect all such ULLS in accordance with the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of other Premises in that Rollout Region as set out in clauses 14 and 15; and
  - (ii) before the Disconnection Date for that Rollout Region, Telstra will not accept any new orders for such ULLS at Premises in respect of which clause 17 applies.

## **22.10 Telstra will publish up to date information about disconnection of Direct Special Services and Special Service Inputs**

Telstra will establish and maintain a website for Wholesale Customers which provides up to date information in relation to product exits and disconnection arrangements affecting Direct Special Services and Special Service Inputs, including in respect of each SS Class of Direct Special Services:

- (a) whether a Disconnection Date has been determined for that SS Class and, if so, that date;
- (b) if a White Paper Disconnection Date has been determined for that SS Class, a link to further information made available by NBN Co in respect of the SS Product Release which is intended to provide alternative or replacement functionality using NBN Based Services; and

- (c) if Telstra is undertaking any product exit in respect of that SS Class, a link to further information or notifications issued by Telstra in relation to the product exit.

#### **22.11 Disconnection arrangements for Double-Ended service addresses**

- (a) Where a Direct Special Service is Double-Ended and the Premises that is the A end and the Premises that is the B end of that Direct Special Service are in different Rollout Regions, Telstra will continue to provide that Double-Ended Special Service to both of those Premises until the date which is:
  - (i) determined in accordance with a standard disconnection order in respect of the Double-Ended Special Service; and
  - (ii) the later of the dates, if any, by which Telstra would otherwise be required to disconnect the A end Premises or B end Premises under clause 22.8.
- (b) If one end of a Double-Ended Special Service never becomes part of the Fixed Line Footprint, Telstra has no obligation to disconnect the Direct Special Service at either end.

#### **22.12 Disconnection Date for Contracted Special Services**

- (a) Telstra may continue to supply Copper Services (**Contracted Special Services**) in accordance with a limited number of retail contracts that were entered into by Telstra before 23 June 2011, including to supply to Premises in the Fixed Line Footprint in a Rollout Region new Contracted Special Services that were not provided at the Disconnection Date for the Rollout Region.
- (b) Telstra may build a Copper Path at Premises in a Rollout Region, including:
  - (i) to a Premises that has otherwise been permanently disconnected; and
  - (ii) throughout the Migration Window and after the Disconnection Date for that Rollout Region,

if Telstra considers that the Copper Path is necessary in order to supply a Contracted Special Service.
- (c) Telstra will disconnect Contracted Special Services which are supplied to a Premises in a Rollout Region by the later of:
  - (i) 20 Business Days after the date that Telstra is no longer required to continue to provide that Contracted Special Service under the relevant retail contract;
  - (ii) to the extent that the relevant Copper Service is a Direct Special Service, the applicable Disconnection Date for that Direct Special Service determined in accordance with this clause 22; and
  - (iii) the Disconnection Date for that Rollout Region.



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## 23 Removal of Wholesale Customer equipment from Telstra facilities

### 23.1 Telstra will keep TEBA and duct access processes under review and may apply to vary them as NBN Co access arrangements are developed

- (a) Telstra will process requests received from Wholesale Customers to remove equipment from Exchange Building Facilities and Telstra ducts serving Premises within the Fixed Line Footprint in a Rollout Region, using existing Telstra standard processes.
- (b) Telstra will keep the Existing Processes under review and will promptly seek approval for a variation of this Plan from the ACCC under section 577BF of the Act if Telstra reasonably considers that new or modified processes for equipment removal are necessary in order to align the processes under this Plan with any changes being made by Telstra to other facilities management and planning processes to facilitate access by NBN Co to Telstra facilities.

### 23.2 Telstra will handle requests from Wholesale Customers for permission to remove equipment from an Exchange Building Facility using the standard process

- (a) Telstra will accept requests for the removal of equipment from Exchange Building Facilities serving Premises within the Fixed Line Footprint in a Rollout Region in the form of Preliminary Study Requests and in accordance with standard TEBA ordering and provisioning processes, as varied from time to time.
- (b) Removal of equipment from Exchange Building Facilities will be governed by the standard processes and practices set out in:
  - (i) the arrangements between Telstra and the relevant Wholesale Customer under the relevant TEBA schedule of the contract between Telstra and the Wholesale Customer; and
  - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.
- (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.

### 23.3 Telstra will process requests received from Wholesale Customers for permission to remove cables from a Telstra duct using the standard process

- (a) On and from the Plan Commencement Date, Telstra will accept orders for the removal of cables from ducts serving Premises within the Fixed Line Footprint in a Rollout Region in the form of duct study requests and in accordance with standard duct access ordering and provisioning processes, as varied from time to time.

- (b) Removal of cables from ducts will be governed by the standard processes and practices set out in:
  - (i) the arrangements between Telstra and the relevant Wholesale Customer under the contract between Telstra and the Wholesale Customer; and
  - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.
- (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.

#### **23.4 Disputes may be referred to the Adjudicator**

A Wholesale Customer may refer any complaint or dispute in respect of Telstra's application of the TEBA processes referred to in this clause 23, including any timeframes allowed by Telstra for the removal of the Wholesale Customer's equipment from an Exchange Building Facility, to the Adjudicator under clause 32 of this Plan.

#### **23.5 Other requirements relating to removal of equipment from Exchange Building Facilities**

Nothing in clause 23.2 or 23.3 will prevent or restrict Telstra from being required to comply with any obligations that apply between a Wholesale Customer and Telstra under either:

- (a) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or
- (b) any applicable final access determination,

in respect of the terms and conditions governing removal of equipment by Wholesale Customers from Telstra Exchange Building Facilities.

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## **24 Information supplied to NBN Co**

- (a) Those kinds of information which Telstra contemplates providing to NBN Co for the purposes of:
  - (i) facilitating the connection of Premises to the NBN and the commencement of supply of NBN Based Services; and
  - (ii) the disconnection by Telstra of carriage services from a Separating Network at Premises in a Rollout Region,from the Plan Commencement Date are set out in Schedule 8.
- (b) As soon as reasonably practicable after Telstra becomes aware of any modification to the kind of information which it will be providing to NBN Co or that Telstra will be supplying any additional kind of information to NBN Co for

either of the purposes set out clause 24(a), Telstra will notify the ACCC in writing of:

- (i) the additional or modified kinds of information provided, or to be provided, to NBN Co; and
- (ii) the circumstances in which it will supply those kinds of information to NBN Co.

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## 25 Information security

### Explanatory note: NBN Co Information

Telstra anticipates that most, if not all, of the information which NBN Co provides to Telstra under the Definitive Agreements will be published by NBN Co to the rest of industry at the same time. Any information which cannot be disclosed publicly (or to other service providers) will in the case of information related to the connection or disconnection of FTTP-Connected Premises be subject to the confidentiality requirements as set out in this clause 25. Other information related to the connection or disconnection of FTTN-Connected Premises, FTTB-Connected Premises or HFC-Connected Premises will not be the subject of this clause 25 unless otherwise agreed.

### 25.1 NBN Co Migration Information

For the purpose of this clause 25, **NBN Co Migration Information** means:

- (a) any document, materials, data, or tangible item, or any information in some other form, which is disclosed by or on behalf of NBN Co to Telstra under the Definitive Agreements for the purposes of:
  - (i) the connection using the NBN Fixed Line Network by NBN Co or its Personnel of Premises and commencement of supply of NBN Based Services to:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); or
  - (ii) disconnecting carriage services from a Separating Network at an:
    - (A) FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); and
- (b) other information in respect of FTTN-Connected Premises, FTTB-Connected Premises or HFC-Connected Premises (or premises connected to the NBN by any other Access Technology, except for FTTP) which Telstra agrees to treat as NBN Co Migration Information in accordance with clause 25.3,

but does not include:

- (c) any information which is, or comes into, the public domain other than through an act or omission of Telstra or any of its Related Entities or Personnel;
- (d) any information which NBN Co has made available to service providers or infrastructure providers generally;
- (e) any information which has been made available to Telstra by NBN Co under an agreement which is not a Definitive Agreement;
- (f) any information which was made available to Telstra by a person (other than NBN Co) who is not or was not then under an obligation of confidence to NBN Co in relation to that information;
- (g) any information which is or was developed by Telstra independently of NBN Co;
- (h) any information to the extent that Telstra is required by law to disclose that information (and then only to the extent it is required to do so);
- (i) any information received from or on behalf of NBN Co in relation to any payment by NBN Co of any amount to Telstra in connection with the disconnection of a Separating Network;
- (j) any information received from or on behalf of NBN Co in relation to any payment to Telstra for access to Telstra infrastructure or related services in connection with the build of the NBN Fixed Line Network;
- (k) information provided or exchanged solely in relation to the administration of the Definitive Agreements, including administration of claims and indemnities.

## **25.2 Information security for NBN Co Migration Information and NBN Co Confidential Information**

- (a) Telstra will ensure that any NBN Co Migration Information is not used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) For the term specified for this Plan in clause 4.2(a), Telstra will comply with clause 25.2(a) by means of establishing and complying with the NBN Information Security Plan, and associated policies and processes.
- (c) If Telstra proposes to disclose any confidential information of NBN Co for the purposes of Telstra complying with its obligations under this Plan in a manner which Telstra reasonably considers may breach any contractual obligation of confidence owed by Telstra to NBN Co (**NBN Co Confidential Information**), it must provide prior written notice to both NBN Co and the Minister.
- (d) Telstra will not disclose NBN Co Confidential Information notified to NBN Co and the Minister under clause 25.2(c) if, within 10 Business Days of the date it issues a notice under clause 25.2(c), it has received both of the following:
  - (i) written notice from NBN Co that it objects to the disclosure of the NBN Co Confidential Information; and
  - (ii) written notice from the Minister stating that the Minister does not consent, for public policy reasons, to the disclosure of the NBN Co Confidential Information. The public policy reasons the Minister may take into account include the need to protect commercially sensitive information of

NBN Co and the benefits of ensuring that Wholesale Customers, RSPs and other interested stakeholders have access to information to assist in ensuring Migration occurs in a manner that minimises disruption to the supply of services to end users. For the avoidance of doubt, the specification of the above public policy reasons do not limit the public policy matters the Minister may otherwise consider for such purposes.

- (e) For clarity, Telstra may disclose the NBN Co Confidential Information for the purposes of complying with its obligations under this Plan where the Minister does not object to such proposed disclosure under clause 25.2(d)(ii).
- (f) Telstra will not contravene this Plan, or be liable for any delay or failure to perform any obligation under this Plan, if and to the extent that the delay or failure to perform is caused by Telstra being unable to disclose NBN Co Confidential Information under clause 25.2(d).

### **25.3 Other information which Telstra agrees with NBN Co is NBN Co Migration Information**

- (a) Telstra may agree with NBN Co from time to time to treat other information disclosed by NBN Co to Telstra, including information in relation to FTTN-Connected Premises, FTTB-Connected Premises or HFC-Connected Premises as NBN Co Migration Information, in which case the application of this Plan to that information will be subject to such conditions, limitations or modifications as are agreed between Telstra and NBN Co.
- (b) If Telstra agrees with NBN Co to treat any other information as NBN Co Migration Information under this clause 25.3, Telstra will promptly notify the ACCC of:
  - (i) the type of information which has been agreed to be treated as NBN Co Migration Information; and
  - (ii) any conditions, limitations or modifications that Telstra and NBN Co have agreed will apply to the application of this Plan to such information.

### **25.4 Development of NBN Information Security Plan**

- (a) Within 60 Business Days of the Varied Plan Commencement Date, Telstra will develop a draft NBN Information Security Plan and submit the draft NBN Information Security Plan to the ACCC for approval incorporating the principles set out in Schedule 6.
- (b) Telstra will consult NBN Co in the development of the draft NBN Information Security Plan.
- (c) The ACCC may undertake a public consultation in respect of the draft NBN Information Security Plan, provided that the ACCC may not publish any confidential information identified by Telstra in the draft NBN Information Security Plan (or associated documentation) without the prior consent of Telstra.
- (d) The ACCC may request the Adjudicator to provide the ACCC with advice in respect of the draft information security plan and, if it does so, the ACCC must provide Telstra with a full copy of the independent telecommunications adjudicator's advice as soon as practicable after receiving it.

- (e) The ACCC must within 60 Business Days of Telstra lodging a draft NBN Information Security Plan:
  - (i) approve a draft NBN Information Security Plan if the ACCC is satisfied that it complies with the Determination; or
  - (ii) otherwise refuse to approve the draft NBN Information Security Plan if it does not comply with the Determination, and direct Telstra to resubmit the draft NBN Information Security Plan, amended to take into account the concerns raised by the ACCC;
- (f) Within 40 Business Days of receiving a direction under clause 25.4(e)(ii) Telstra will resubmit an amended draft NBN Information Security Plan to the ACCC for approval, in respect of which clauses 25.4(b) to (e) will then apply recursively.
- (g) If the ACCC seeks advice from the Adjudicator under clause 25.4(d), the 60 business day period applicable under clause 25.4(e) will be extended by a period equal to the time between the date that the ACCC submits a request to the Adjudicator and the date the ACCC receives the advice from the Adjudicator.
- (h) Once approved by the ACCC, the NBN Information Security Plan will be deemed to form part of this Plan.
- (i) Until the NBN Information Security Plan is approved by the ACCC under clause 25.4 and comes into effect, Telstra will:
  - (i) comply with the notification regime in respect of its use and disclosure of NBN Co Migration Information under clause 25.5;
  - (ii) act in a manner consistent with the principles set out in Schedule 6; and
  - (iii) subject to clause 25.2, otherwise comply with any other obligations of confidence placed on Telstra in relation to NBN Co Migration Information set out in the Definitive Agreements.

#### **25.5 Notification regime prior to the establishment of the NBN Information Security Plan**

- (a) Telstra acknowledges that before the NBN Information Security Plan comes into effect, there may be circumstances where:
  - (i) Telstra has a legitimate reason to use or disclose NBN Co Migration Information other than as contemplated in, or permitted under, the principles set out in Schedule 6; and
  - (ii) it is not or may not be reasonably practical (given time and other practical constraints) for Telstra to seek the ACCC's approval to amend the principles set out in Schedule 6 (as applicable) in relation to such use or disclosure.
- (b) In these circumstances, Telstra will provide the ACCC with at least 5 Business Days notice specifying:
  - (i) the NBN Co Migration Information that Telstra wishes to use or disclose (subject to any obligations of confidence placed on Telstra, including under the Definitive Agreements);

- (ii) the identity of the proposed recipient of such information;
  - (iii) the purpose of the use or disclosure; and
  - (iv) any measures that Telstra will take to ensure that the use or disclosure does not allow Telstra to gain or exploit any unfair commercial advantage over any Wholesale Customer or Wholesale Customers.
- (c) Subject to clause 25.2, Telstra will not provide a notice to the ACCC under clause 25.5(b), unless it has obtained the prior consent of NBN Co.
- (d) If the ACCC, within 5 Business Days of receipt of notice from Telstra:
- (i) does not object to the use or disclosure referred to in clause 25.5(b); or
  - (ii) notifies Telstra that it approves such use or disclosure subject to the imposition of specified conditions, and Telstra agrees to implement those conditions in connection with the proposed use or disclosure,
- then Telstra may proceed with the use or disclosure on the terms so specified.

#### **25.6 Use or disclosure of NBN Co information which is made publicly available**

Nothing in this Plan restricts or prevents Telstra from using or disclosing, including for retail and wholesale commercial planning and business purposes, any information which NBN Co makes available publicly or to other service providers or infrastructure providers, subject to any restrictions that NBN Co places on the use or disclosure of that information at the time it is released.

#### **25.7 Information security for Wholesale Customer information**

- (a) Where:
- (i) a Wholesale Customer provides information to Telstra in connection with the disconnection of:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); or
  - (ii) Telstra otherwise obtains Confidential Information in respect of a Wholesale Customer in the course of performing any functions or processes which Telstra is required to undertake pursuant to this Plan in respect of:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated),

Telstra will use and disclose that information, including any Confidential Information, in accordance with the information security provisions in Part D and Schedule 2 of the Undertaking.

- (b) Without limitation to clause 25.7(a), Telstra will comply with any confidentiality obligations that apply between the Wholesale Customer and Telstra under either:
  - (i) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or
  - (ii) any final access determination in place in respect of the relevant Copper Services,

so as to ensure that Telstra does not use or disclose information referred to in clause 25.7(a) to gain or exploit an unfair commercial advantage over that Wholesale Customer or any other Wholesale Customers in a market.

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## 26 Reporting framework

### 26.1 Establishment of performance standards

- (a) Telstra will establish internal compliance processes which enable it to collect and report on the following measures in each reporting period under clause 26.2 for each Rollout Region on and from the Disconnection Trigger Date:
  - (i) the total number of Premises in each Rollout Region that are not disconnected as at the Disconnection Date of that Rollout Region;
  - (ii) the total number of In-Train Order Premises in each Rollout Region, as at each of:
    - (A) the Disconnection Date for that Rollout Region; and
    - (B) the day immediately following the date which is 25 Business Days after the Disconnection Date; and
  - (iii) the total number of Copper Services in each Rollout Region disconnected by Telstra during the period from 26 to 45 Business Days after the Disconnection Date for that Rollout Region;
  - (iv) the total number of In-Train Order Premises in each Rollout Region not disconnected as at the date which is 120 Business Days after the Disconnection Date for that Rollout Region;
  - (v) the total volume of disconnection orders processed during the relevant period in respect of Premises within the Fixed Line Footprint in each Rollout Region;
  - (vi) the total proportion of disconnection orders received from Wholesale Customers in respect of Premises within the Fixed Line Footprint in a Rollout Region which were completed on the Telstra Committed Date.
- (b) At the same time that Telstra develops an SS Disconnection Process under clause 22.5, it will include in the relevant measure a proposed approach to monitoring compliance by Telstra with the SS Disconnection Process including,



wherever possible, an appropriate metric or metrics capable of forming part of the Migration Plan Compliance Report.

- (c) Telstra will include the results of the performance measures established under this clause 26.1 as part of the Migration Plan Compliance Report, provided to the ACCC under clause 26.2.

## **26.2 Director of Equivalence to oversee preparation of a Migration Plan Compliance Report**

- (a) For each Quarter, the Director of Equivalence will prepare and provide to the ACCC on a confidential basis a report (**Migration Plan Compliance Report**) setting out:
  - (i) results for the performance measures under clause 26.1;
  - (ii) any information in respect of certified Special Services Inputs requested by the ACCC under clause 22.6; and
  - (iii) a summary of any disputes commenced by a Wholesale Customer during the Quarter under clause 32.
- (b) Telstra will cooperate with the ACCC, in good faith, to identify any additional information (including metrics) or to remove any existing reporting or information requirements which should be developed or included in the Migration Plan Compliance Report, or removed where the parties agree that doing so would improve the effectiveness of compliance processes under this Plan, including monitoring the continued consistency of this Plan with the Principles.
- (c) The ACCC may consult with Wholesale Customers and other stakeholders from time to time in respect of Telstra's compliance with this Plan, including publishing any parts of a Migration Plan Compliance Report that are not commercially confidential.
- (d) Telstra will give each Migration Plan Compliance Report to the ACCC not more than 40 Business Days after the end of the Quarter to which it relates. Telstra will also provide the Minister with a copy of each Migration Plan Compliance Report.

## **26.3 ACCC information requests**

Without limitation to clause 26.2, Telstra will use all reasonable endeavours to respond in an effective, timely and complete manner to any request received from the ACCC for information which it reasonably requires for the purpose of monitoring compliance by Telstra with this Plan.

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## **27 Rectification of this Plan**

- (a) If based on a Migration Plan Compliance Report or any other information provided to the ACCC under this Plan and in light of subsequent operational experience with the application of the provisions of this Plan, the ACCC determines that the provisions of this Plan do not comply with the General Principles, then the ACCC may issue a direction to Telstra under clause 27(b), requiring Telstra to lodge a draft variation to this Plan in accordance with

section 577BF of the Act, which variation is intended to ensure that the Plan is brought back into compliance with the General Principles.

- (b) A direction from the ACCC under this clause 27 must set out:
  - (i) those provisions of this Plan, and where applicable the manner of their operation, that in the ACCC's view no longer comply with the General Principles;
  - (ii) its reasons for holding that view; and
  - (iii) any steps which the ACCC reasonably considers Telstra should take, including any necessary variation to this Plan, in order to rectify the non-compliance.
- (c) Telstra will as soon as reasonably practicable and in any event within 40 Business Days of receiving a direction (or such longer period as permitted by the ACCC), give the ACCC a draft variation to this Plan in accordance with section 577BF of the Act, and being one that:
  - (i) takes into account the matters specified by the ACCC in its direction as well as such other matters as Telstra considers are relevant (for example, any alternative steps which Telstra has identified might be adopted in order to ensure compliance); and
  - (ii) ensures that the provisions of this Plan comply with the General Principles.
- (d) In assessing any draft variation submitted by Telstra under this clause 27, the ACCC may seek advice from the Adjudicator on the draft variation.
- (e) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 27(d) and will give Telstra a reasonable opportunity to comment on that advice.
- (f) If the ACCC in accordance with section 577BF of the Act refuses to approve a variation submitted by Telstra under clause 27(c), the ACCC will issue a final direction to Telstra which specifies:
  - (i) any changes to the draft variation which Telstra is required to make in order for it to be approved; and
  - (ii) the reasons why those changes are required.
- (g) Within not less than 20 Business Days of the date which it receives a draft direction, or such longer period as the ACCC allows, Telstra will submit a variation under section 577BF of the Act that complies with the final direction.
- (h) For clarity nothing in this Plan operates to make any inconsistency or non-compliance which develops between a provision of this Plan or the manner of its operation and the General Principles a contravention by Telstra of this Plan.

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## 28 Compliance

- (a) The duties of the Director of Equivalence will include responsibility for overseeing compliance by Telstra with the obligations set out in this Plan.

- (b) Telstra's compliance with this Plan will form part of the same compliance monitoring and reporting processes as apply in respect of the Undertaking, as set out in Part E of the Undertaking.

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## 29 Variation of an Existing Process or development of new or modified Disconnection Measures

### 29.1 ACCC or the Adjudicator to consider compliance of Existing Processes with Principles 10 and 25

- (a) Where the ACCC or Adjudicator (**Relevant Decision Maker**) reasonably considers that use by Telstra of:
  - (i) an Existing Process to implement and manage disconnection of Copper Services (including existing local number portability processes) at Premises within the Fixed Line Footprint; or
  - (ii) a standard operating system, interface or an Existing Process to receive and process disconnection orders from Wholesale Customers in respect of Copper Services at Premises within the Fixed Line Footprint,

is inconsistent with General Principles 10 and 25, the Relevant Decision Maker may issue a direction to Telstra, setting out the nature of the inconsistency and directing Telstra to submit a proposal under this clause 29 to resolve the inconsistency.

- (b) If the ACCC is the Relevant Decision Maker, in determining whether or not to issue a direction under clause 29.1(a) the ACCC may consult with, and seek the views of, the Adjudicator.
- (c) The ACCC will provide to Telstra a copy of any written advice provided by the Adjudicator under clause 29.1(b) and will give Telstra a reasonable opportunity to comment on that advice.
- (d) Within 20 Business Days of the date it receives a direction under clause 29.1(a), or as otherwise agreed with the Relevant Decision Maker, Telstra will provide a response to the Relevant Decision Maker that either:
  - (i) it does not accept that there is an inconsistency of the kind identified by the Relevant Decision Maker in the direction; or
  - (ii) it accepts that there is, or may be, an inconsistency of the kind identified in the direction, in which case Telstra will provide a proposal (**Variation Proposal**) setting out:
    - (A) where the inconsistency involves an Existing Process used to implement and manage disconnection of Copper Services:
      - (1) a modification to the Existing Process (to the extent to which the Existing Process is within Telstra's control); or
      - (2) any new process, measure or action that Telstra uses to implement and manage disconnection of Copper Services (**Disconnection Measure**); or
      - (3) a modification to an existing Disconnection Measure; and

- (B) where the inconsistency involves a standard operating system, interface or an Existing Process used to receive and process disconnection orders – by modifying the standard operating system, interface or Existing Process.
- (e) The Relevant Decision Maker may, but is not required to, publish for public consultation its direction and any non-confidential parts of Telstra's response.
- (f) If the ACCC is the Relevant Decision Maker, in assessing any response submitted by Telstra under this clause 29.1(d), including any Variation Proposal, the ACCC may seek advice from the Adjudicator.
- (g) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 29.1(f) and will give Telstra a reasonable opportunity to comment on that advice.
- (h) Within 60 Business Days of receiving a response from Telstra under clause 29.1(c), the Relevant Decision Maker will issue a final determination to Telstra that states whether it considers there is an inconsistency of the kind identified under clause 29.1(a) including providing reasons for reaching its conclusion.
- (i) If the Relevant Decision Maker considers that there is an inconsistency of the kind identified under clause 29.1(a), the final determination must either:
  - (i) require Telstra to implement its Variation Proposal; or
  - (ii) if the Relevant Decision Maker does not accept that the Variation Proposal would resolve the inconsistency, require Telstra to submit an amended Variation Proposal that does so. The final determination may identify specific amendments which the Relevant Decision Maker considers could be made by Telstra to the Variation Proposal to resolve the inconsistency.
- (j) If a final determination requires Telstra to implement a Variation Proposal, under clause 29.1(i)(i), Telstra must implement the Variation Proposal in accordance with its terms.
- (k) If a final determination requires Telstra to resubmit an amended Variation Proposal under clause 29.1(i)(ii), Telstra will within 60 Business Days of the date of the final determination, or such longer period as the Relevant Decision Maker permits lodge with the Relevant Decision Maker an amended Variation Proposal that resolves the inconsistency of the kind identified under clause 29.1(a).
- (l) Telstra will implement any amended Variation Proposal which is lodged with a Relevant Decision Maker under clause 29.1(k) in accordance with its terms.

## **29.2 Limits on ACCC and Adjudicator determinations**

- (a) The ACCC and Adjudicator must not exercise any power or perform any function under this Plan or the Undertaking, including (without limitation) in respect of any direction or determination made or issued under this clause 29, if or to the extent that doing so has the effect or likely effect of:
  - (i) preventing Telstra from disconnecting a Soft Dial Tone service from a Copper Service at a Premises at the date that is the relevant date for that Premises under clause 21; or

- (ii) preventing Telstra from disconnecting Premises which are Passed in each Rollout Region as part of the Managed Disconnection process under clause 14 within the period of the applicable Disconnection Window under clause 14 or 15; or
  - (iii) preventing Telstra from disconnecting each SS Class of Direct Special Services and Special Service Inputs on and from a Disconnection Date applicable to the relevant Direct Special Services and Special Service Inputs as determined in accordance with clause 22; or
  - (iv) preventing Telstra from disconnecting any other fixed line carriage services supplied using a Copper Path without notice when, as requested by a Retail Customer, Telstra disconnects a Standard Telephone Service supplied using that Copper Path; or
  - (v) preventing Telstra from disconnecting any other fixed-line carriage services supplied using a Copper Path without notice when, as requested by a Wholesale Customer, Telstra disconnects a Wholesale Line Rental service supplied using that Copper Path; or
  - (vi) requiring Telstra to take action, or to refrain from taking action, that would be inconsistent with any obligations of Telstra under any Industry Migration Arrangements or Standard Industry Process;
  - (vii) requiring Telstra to take action under this Plan in respect of any of the activities set out in clause 2.2(b); or
  - (viii) restricting, preventing or placing conditions upon the marketing by Telstra of HFC Services or which would restrict, prevent or place conditions upon Telstra's ability to use the HFC Network or to supply HFC Services, except to the extent specified in clause 18 as at the Varied Plan Commencement Date; or
  - (ix) requiring Telstra to implement any new or modified information security measures under this Plan except and to the extent set out in respect of NBN Co Migration Information under clause 25.
- (b) Without limitation to clause 2.2 and 2.3, in making or issuing any determination, direction or order under this Plan (including without limitation in making a determination under any of clauses 5, 13, 25, 27, 29, 30 or 32), the Relevant Decision Maker must have regard to:
- (i) the costs to Telstra involved in taking the action specified. In assessing those costs, the Relevant Decision Maker must have regard to costs of Telstra modifying or replacing any Existing Process or establishing any new or modified Disconnection Measure within and outside the Fixed Line Footprint where it would be inefficient for Telstra to operate different processes within the Fixed Line Footprint and outside the Fixed Line Footprint;
  - (ii) the effectiveness of the action;
  - (iii) the relative costs and benefits of not taking that action, including the materiality of the consequences of continuing to rely on the Existing Processes; and

- (iv) the extent to which the outcome which is sought could be appropriately achieved by another party undertaking, or refraining from undertaking, any action. In considering what is appropriate under this subclause, the ACCC must consider, together with other relevant factors, the extent to which the outcome which is sought could be achieved at lower cost by another party undertaking, or refraining from undertaking, any action and the extent to which it is reasonable and practical to require such other party to undertake or refrain from undertaking that action.

**Explanatory Note: Identification of lower cost or more appropriate alternatives**

The varied Migration Plan and MTM rollout is occurring as part of a more integrated 'end to end' process, with defined roles and responsibilities for a number of industry stakeholders, including NBN Co, RSPs and ASPs. One example of this principle would be ring fencing information security obligations under the Plan, which should not ordinarily be imposed to the extent that these would not be required if it was reasonable for relevant information to be made available by another party.

- (c) Any directions, determinations or orders by a Relevant Decision Maker under this Plan are subject to monetary caps as follows:
  - (i) Telstra is not required to incur total costs of more than \$1,000,000 in implementing any determination which requires it to:
    - (A) modify an Existing Process;
    - (B) modify any standard operating system or interface;
    - (C) develop or vary an SS Disconnection Process; or
    - (D) develop a new or modified Disconnection Measure,unless the Relevant Decision Maker demonstrates in its determination that:
    - (E) the steps required to be undertaken by Telstra to comply with the determination are the least cost solution to resolve the concern which is the subject of the determination; and
    - (F) the cost to Telstra of complying with the determination is outweighed by the relative benefits, including the materiality of the consequences of continuing to rely on Existing Processes or systems; and
  - (ii) Telstra is not required to incur total costs of more than \$10,000,000 in any calendar year in implementing determinations made by a Relevant Decision Maker under this Plan.
- (d) For clarity, the capacity for the Adjudicator to exceed the monetary cap in clause 29.2(c)(i) in relation to one or more determinations remains subject to the annual monetary cap that applies in clause 29.2(c)(ii).

### **29.3 Wholesale Customer Modification Proposals**

- (a) A Wholesale Customer may itself, or jointly with one or more other Wholesale Customers, at any time submit to Telstra a request in writing for:

- (i) a modification of any of the existing standard Telstra processes set out in Schedule 1; or
- (ii) a modification to a Disconnection Measure,

**(Modification Proposal).**

- (b) Each Modification Proposal must specify the reasons for the requested variation to an Existing Processes or a Disconnection Measure, including the implications for the Migration process if the Modification Proposal is not adopted.
- (c) As soon as practicable after the date it receives a Modification Proposal from a Wholesale Customer, Telstra will:
  - (i) provide the Adjudicator and ACCC with a copy of the Modification Proposal; and
  - (ii) make it publicly available for comment, for example by publishing a copy of the Modification Proposal on the Telstra Wholesale website.
- (d) Telstra will consult in good faith with the relevant Wholesale Customer(s), and such other persons as Telstra considers appropriate, on the Modification Proposal in order to understand and reasonably assess:
  - (i) the benefits and costs associated with the Modification Request;
  - (ii) any alternatives which may offer a more effective or proportionate means of achieving similar or comparable benefits;
  - (iii) where a Modification Proposal involves the replacement or modification of an Existing Process, interface or system – any legacy processes, interfaces or systems that Telstra would shut down as part of any implementation of the Modification Proposal; and
  - (iv) whether the Modification Proposal, or implementation of any alternative process variation or modified Disconnection Measure, is reasonably necessary in order to ensure the continued compliance of this Plan with the Plan Objectives and Principles 10 and 25.
- (e) As soon as reasonably practicable, and in any event within 60 Business Days of the date that Telstra receives a Modification Proposal (or such longer period as Telstra and the relevant Wholesale Customer(s) agree or, if they cannot agree, the Adjudicator determines), Telstra will respond in writing to the Wholesale Customer(s), setting out:
  - (i) in circumstances where Telstra proposes to make a modification to the Existing Process or Disconnection Measure:
    - (A) a description of the modification which Telstra proposes to make;
    - (B) modifications which Telstra reasonably considers will be required in the processes, practices or systems of Wholesale Customers in order to implement the modification;
    - (C) the proposed timetable for implementing the modification; and

- (D) details of any engagement process which Telstra intends to establish with Wholesale Customers or relevant industry bodies in order to manage the development and/or implementation of the modification; or
- (ii) in circumstances where Telstra does not intend to make any modification to the Existing Process or Disconnection Measure:
  - (A) the reasons for rejecting the Modification Request;
  - (B) a brief description of alternatives, if any, which Telstra considered and the reasons for rejecting those alternatives; and
  - (C) where applicable, details of any further engagement process which Telstra intends to establish with Wholesale Customers in order to address the concern raised in the Modification Proposal.
- (f) As soon as reasonably practicable after Telstra provides a response to the Wholesale Customer(s) under clause 29.3(e), it will:
  - (i) provide a copy of the Modification Proposal and its response to the ACCC and the Adjudicator; and
  - (ii) publish a copy of the Modification Proposal and its response on the Wholesale Business Unit website.
- (g) If a Wholesale Customer (whether or not the Wholesale Customer is that which originally lodged the Modification Proposal with Telstra) does not accept Telstra's proposed response under clause 29.3(e), the Wholesale Customer may within 10 Business Days after the date the response was published, refer the matter as a dispute to the Adjudicator under clause 32. If there has been no such referral within that time the Modification Proposal is deemed to have been accepted by all Wholesale Customers. Where more than one Wholesale Customer refers issues or concerns related to the same Modification Proposal response, the Adjudicator must deal with those issues or concerns in a coordinated and efficient manner, including wherever possible by making only one final determination in respect of each proposed Modification Proposal response.
- (h) Telstra will:
  - (i) implement any Modification Proposal which is accepted or which is deemed accepted by all Wholesale Customers under this clause 29.3; and
  - (ii) if a variation to this Plan is required, promptly submit a variation of this Plan to the ACCC under section 577BF of the Act in order to give effect to the agreed modification to the Existing Process or Disconnection Measure.
- (i) If a Modification Proposal is not accepted or deemed to be accepted by all Wholesale Customers under this clause 29.3, Telstra will implement the Modification Proposal in accordance with any final determination made by the Adjudicator in relation to the matter under clause 29.
- (j) Subject to any determination of the Adjudicator under clause 32, nothing in this clause 29.3 requires Telstra to accept or implement a Modification Proposal.



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## 30 Testing of new or modified disconnection processes

### 30.1 Telstra may undertake tests of new or modified processes, systems and interfaces and systems

- (a) Where this Plan otherwise requires Telstra to use a standard Existing Process, interface or system, it may use an alternative or modified process, system of interface, provided that it does so as part of a bona fide test undertaken in accordance with this clause 30.
- (b) In the course of developing or implementing under this Plan:
  - (i) a SS Disconnection Process;
  - (ii) a new or modified Disconnection Measure; or
  - (iii) any modification to a standard disconnection process, interface or system,

Telstra may notify the ACCC that Telstra intends to undertake testing of one or more new or modified processes, systems or interfaces (**Process Test Notice**).

- (c) A Process Test Notice must specify:
  - (i) the process, system or interface that is being tested;
  - (ii) the date on which testing will commence and the intended duration of the testing;
  - (iii) the participants involved in the test (including confirmation that any participants have consented to being involved); and
  - (iv) any other matters which Telstra reasonably considers may assist the ACCC to assess the appropriateness of Telstra's proposed test.
- (d) Subject to clause 30.1(e), Telstra may undertake any testing which has been notified to the ACCC under a Process Test Notice, in accordance with that Process Test Notice.
- (e) At any time after it receives a Process Test Notice, the ACCC may issue a notice to Telstra indicating that the ACCC has concerns about testing proposed under the Process Test Notice and which specifies:
  - (i) the nature of the concerns which the ACCC has in relation to the testing;
  - (ii) any further information or evidence which the ACCC reasonably requires Telstra to provide in order to satisfy itself of the appropriateness of the testing; and
  - (iii) any amendment to the Process Test Notice, including any modification to the test plan required in order to resolve the ACCC's concerns.
- (f) Where Telstra receives an ACCC notice under clause 30.1(e), in respect of proposed testing, Telstra will:
  - (i) if testing has not yet commenced – not proceed with the test; or

- (ii) if testing has commenced – as soon as practicable, suspend or cease the testing,

in each case unless and until the ACCC's concerns have been resolved in accordance with clause 30.1(e).

- (g) Telstra may (at its discretion) at any time after receiving a notice from the ACCC under clause 30.1(e), issue a modified Process Test Notice to the ACCC which is amended to seek to resolve the ACCC's concerns. An amended Process Test Notice issued by Telstra under this clause 30.1(g) will take effect as if it were issued under clause 30.1(b).

### **30.2 No requirement for duplication of processes, interfaces or systems**

- (a) Where Telstra develops a new or modified process, interface or system under this Plan, it may identify as part of the related implementation arrangements any legacy processes, interfaces or systems that will be replaced by the new or modified process, interface or system and which Telstra will shut down, partly or wholly, once the new or modified process, interface or system has been implemented.
- (b) For clarity, nothing in this Plan requires Telstra to continue to use or make available any process, interface or system which has been replaced by a new or modified one, approved and implemented in accordance with clause 4.4 or clause 29.
- (c) Subject to any contractual requirement to notify Wholesale Customers of changes in systems or processes, where an SS Disconnection Process, a new or varied Disconnection Measure or any other variation to this Plan requires a Wholesale Customer to implement a modification to its own systems or its interface with Telstra's systems, Telstra is not required under this Plan to:
  - (i) implement the existing standard process or new or varied Disconnection Measure in respect of that Wholesale Customer unless and until the necessary modification(s) have been made; or
  - (ii) bear any costs incurred by a Wholesale Customer in making any such modification to its systems or interfaces.

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## **31 Telstra will consult with NBN Co about relevant matters under this Plan**

Telstra will consult in good faith with NBN Co in respect of the following matters under this Plan:

- (a) before proposing any amendment, variation or modification of an existing standard process;
- (b) in the course of developing or varying replacement Schedules under clause 5.15
- (c) in the course of developing a new Disconnection Measure or modifying any existing Disconnection Measure;
- (d) in the course of developing any SS Disconnection Processes, including before submitting a proposed SS Disconnection Process to the ACCC under clause 22

- and in the course of responding to any feedback received from the ACCC in relation to a proposed SS Disconnection Process;
- (e) in the course of any process for rectification of this Plan under clause 27;
  - (f) prior to notifying the ACCC of the information Telstra provides to NBN Co, in accordance with clause 24;
  - (g) in the course of developing or varying the NBN Information Security Plan under clause 25; and
  - (h) prior to providing written notice to the ACCC about a test procedure in accordance with clause 30.
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## 32 Dispute resolution process

- (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.
  - (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.
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## 33 Functions and powers of the ACCC under this Plan

In accordance with section 577A(18) of the Act, this Plan provides for the ACCC to perform the following functions and exercise the following powers in respect of and subject to the requirements set out in this Plan:

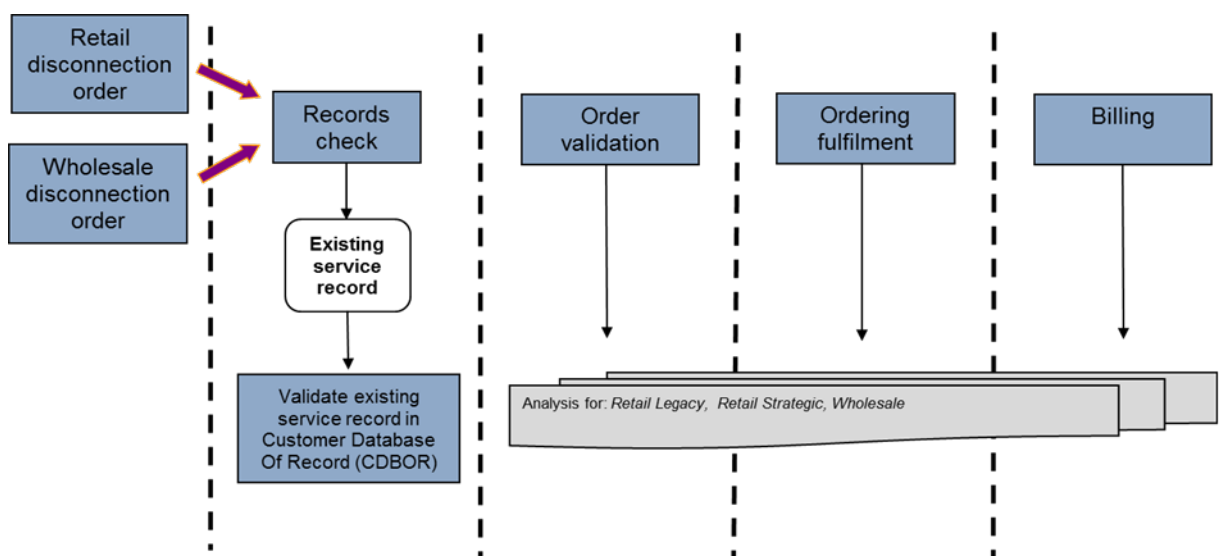
- (a) approve or object to a new, replacement or varied Schedule under clause 5, including any SS Disconnection Process developed in accordance with clause 22.5;
- (b) accept or reject an Order Stability Proposal under clause 13.2;
- (c) approve or reject a draft Information Security Plan under clause 25.4;
- (d) request information from Telstra under clause 26.3;
- (e) require Telstra to rectify the provisions of this Plan under clause 27;
- (f) require Telstra to vary an Existing Process or develop a new or modified Disconnection Measure under clause 29; and
- (g) respond to a Process Test Notice as contemplated by clause 30.

## Schedule 1 Telstra existing standard processes for disconnection of Copper Services (other than Special Services)

### 1 Overview

Telstra's existing standard processes for disconnection of retail and wholesale services comprise the following high level process steps: order capture (including records check, order validation and order modification); order fulfilment and billing.

These processes are depicted below. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.



Equivalence between retail and wholesale customers in disconnection orders is delivered through the use of one OSS platform for both wholesale and retail Business Units (made up of a number of individual system components). The single OSS platform accepts, prioritises, manages and fulfills disconnection orders from wholesale and retail customers in an equivalent manner based on the Telstra Commitment Date for disconnection. An illustration of the current IT systems used by Telstra to give effect to the existing standard processes for disconnection at the date of this Plan are set out in Annexure A to this Schedule. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.

Differences may naturally exist between the wholesale and retail systems and data flows. This is due to the degree of autonomy requested by and afforded to wholesale customers in order origination formats, the preference of wholesale customers to interact with Telstra's BSS through their own systems and environments and the mediation layer required between the OSS and the retail and wholesale BSS built to the business requirements of retail and wholesale supply.

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## 2 Disconnection of a Telstra retail voice service or wholesale voice service supplied using WLR (where the telephone number is not being ported)

### 2.1 Order capture (including records check and order modification)

#### (a) Order Capture - Retail STS Disconnection Order

Telstra will accept a disconnection order from a retail end user for a retail standard telephony service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). A retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the Customer Database of Record (**CDBOR**) and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer,<sup>1</sup> the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

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<sup>1</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

In exceptional circumstances (eg where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment slot with a communications technician is available (or some later day agreed with the retail customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

#### (b) Order Capture – Wholesale WLR Disconnection Order

Wholesale customers accept disconnection orders from wholesale end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from wholesale customers through these B2B systems.<sup>2</sup>

Where a wholesale customer is unable to, or chooses not to, interface with LOLO or LOLIG, Telstra will accept a disconnection order for a WLR Service via Telstra's wholesale customer service representatives.

In addition, if a WLR Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and either the WLR Service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system).

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<sup>2</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>3</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

#### (c) Order validation - Retail STS Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

#### (d) Order validation - Wholesale WLR Disconnection Order

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is today or in the future.

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<sup>3</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A retail customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes. For example, a retail customer may contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A wholesale customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). A wholesale customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

## 2.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (eg where retrieval of customer premises equipment is required).



(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically<sup>4</sup> notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

(c) Cessation of Charging and Final Billing

Telstra will discontinue charging a retail customer on and from the date of disconnection of the STS. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

Telstra will finalise and submit any final Bill to the retail customer for the STS and the wholesale customer for the WLR Service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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### 3 Disconnection of a copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS due to the disconnection of the voice service (STS or WLR) using the same Copper Path (where the phone number is not being ported)

#### 3.1 Overview

Where a retail or wholesale customer orders the disconnection of their copper voice service (STS or WLR), any retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS using the same Copper Path will also be disconnected, whether supplied by the same provider to the end user or by a different provider. This same

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<sup>4</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

rule applies to services supplied by a Telstra Retail Business Unit and a service supplied by a wholesale customer.

The disconnection of the retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS is driven by the voice disconnection order itself through system enforced rules, rather than as separate disconnection orders in their own right.

### 3.2 Order capture (including records check and order modification)

#### (a) Order Capture - Retail

Telstra will accept a disconnection order from a retail end user for a retail standard telephony service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.<sup>5</sup>

These circumstances are substantially the same as between retail and wholesale.

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<sup>5</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

In exceptional circumstances (eg where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment with a communications technician is available (or some later day agreed with the retail customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Although manual exchange work (ie jumper removal) will always be required for disconnection of a LSS, this does not affect the TCD as the TCD is driven by the STS disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order Capture – Wholesale

Wholesale customers accept disconnection orders from wholesale end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.

Where a whole customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a WLR Service via Telstra's wholesale customer service representatives.

In addition, if a WLR Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and either the WLR Service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>6</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

Manual exchange work (ie jumper removal) will always be required for disconnection of a LSS, however this does not affect the TCD as the TCD is driven by the WLR disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

#### (c) Order validation - Retail

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the STS is system driven in the OSS and is therefore not separately validated.

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<sup>6</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is today or in the future.

The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the WLR Service is system driven in the OSS and is therefore not separately validated.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A retail customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Managers (currently Autocat (for voice) or XDM (for retail copper broadband or Wholesale ADSL Layer 2) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg EMPTOR / STS / Siebel) which comprise part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A wholesale customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A wholesale customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

### 3.3 Order fulfilment

#### (a) Receiving orders in the OSS

Once a voice disconnection order is captured and validated in the relevant BSS, it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order.

If there is a retail copper broadband services or Wholesale ADSL Layer 2 service or LSS which uses the same Copper Path as the relevant STS or WLR Service, *AXIS* includes system enforced rules to automatically disconnect the retail copper broadband services or Wholesale ADSL Layer 2 service or LSS.

The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange or in the network, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange or in the network to the appropriate OSS Activation Manager system (currently Autocat for STS/WLR and XDM for retail copper broadband/Wholesale ADSL Layer 2). If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (eg where retrieval of customer premises equipment is required).

#### (b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems solely based on the TCD for disconnection of the relevant voice service.

Following completion of a WLR Service disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically<sup>7</sup> notify the relevant retail customer following completion of a retail STS disconnection (other than through its final Bill for the relevant service).

If the disconnection of an STS or WLR Service results in the disconnection of a Wholesale ADSL Layer 2 service or LSS provided using the same Copper Path, Telstra will notify the relevant wholesale customer after the disconnection of the Wholesale ADSL Layer 2 service or LSS through the relevant wholesale customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

Any manual exchange work (ie jumper removal) required for disconnection of a LSS will typically be performed by Telstra after the TCD for disconnection of the relevant voice service at a time that is convenient for Telstra.

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<sup>7</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

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).

### **3.4 Cessation of Charging and Final Billing**

#### **(a) Cessation of charging for STS and WLR**

Telstra will discontinue charging a retail customer for the STS on and from the date of disconnection of the STS service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection of the STS is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer for a WLR service on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

#### **(b) Cessation of charging for broadband services or LSS using the same Copper Paths**

Telstra will discontinue charging a retail customer for any retail copper broadband service which used the same Copper Path as the relevant voice service on and from the date of disconnection of the copper broadband service. If the date of disconnection is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra will discontinue charging a wholesale customer for a Wholesale ADSL Layer 2 service or a wholesale LSS which used the same Copper Path as the relevant voice service on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the Wholesale ADSL Layer 2 or wholesale LSS access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

#### **(c) Final Billing**

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<sup>8</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

Telstra will finalise and submit any final Bill to the retail customer and/or the wholesale customer (as applicable) in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 4 **Disconnection of a voice service (STS or WLR) and/or a copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) (where the telephone number is being ported)**

### 4.1 **Order capture (including records check and order modification)**

#### (a) Order Capture

Telstra will accept and process Local Number Porting (**LNP**) requests submitted from a Gaining Carrier/Carriage Service Provider (**CSP**) in accordance with the LNP Code.

The Gaining Carrier/CSP may elect for an LNP Request to be processed by Telstra using either the Category A Porting Process or the Category C Porting Process as outlined in the LNP Code depending on the nature of the services supplied in connection with the telephone number or numbers to be ported and in accordance with the LNP Code.

Telstra will accept and process LNP Requests (including associated Simple Notification Advices (**SNAs**), Electronic Cutover Advices (**ECAs**), Complex Notification Advices (**CNAs**) and Complex Cutover Advices (**CCAs**) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (**LNPCIS**) using the standard wholesale file transfer process for LNP requests, set out in the LNP IT Standard.

Telstra will generate a disconnection order for a copper voice service (STS or WLR Service) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) in accordance with the LNP Code, where Telstra receives a valid LNP request via LNPCIS in relation to the telephone number associated with that service.

#### (b) Order validation

Telstra will perform each validation and confirmation stage of either the Category A Porting Process or the Category C Porting Process (as applicable) in accordance with the LNP Code via Telstra's LNPCIS.

For the Category A Porting Process this includes (without limitation) each SNA validation, SNA confirmation/rejection advice, SNA retarget validation, SNA retarget confirmation/rejection advice, ECA validation and ECA confirmation/rejection advice.

For the Category C Porting Process this includes (without limitation) each CNA receipt advice, CNA validation, CNA confirmation/rejection advice, CNA withdrawal validation, CNA withdrawal confirmation/rejection advice, CCA receipt advice, CCA validation, CCA confirmation/rejection advice, CCA retarget receipt advice, CCA retarget validation, CCA retarget confirmation/rejection advice, CCA withdrawal validation and CCA withdrawal confirmation/rejection advice.

#### (c) Order Modification



Telstra will accept and process SNA retarget requests and SNA withdrawal requests submitted from a Gaining Carrier/CSP via Telstra's LNPCIS in accordance with the Category A Porting Process under the LNP Code.

Telstra will also accept and process a reversal of a porting request in accordance with the Category A Porting Process under the LNP Code. Where a customer rescinds or cancels an agreement in accordance with the applicable fair trading legislation during the relevant Reversal Period (as defined under the LNP code), Telstra will only accept and process a reversal initiated by the Gaining Carrier/CSP via LNPCIS.

Telstra will accept and process CCA retarget requests and CCA or CNA withdrawal requests at a batch level via Telstra's LNPCIS in accordance with the Category C Porting Process under the LNP Code.

In accordance with the LNP Code, Telstra will not accept a reversal of a porting request under the Category C Porting Process, instead the Gaining Carrier/CSP must use the Emergency Return process outlined in the LNP Code.

## 4.2 Order fulfilment

### (a) Receiving orders in the OSS

Once an LNP request has been accepted and validated by Telstra in accordance with the LNP Code, Telstra creates disconnection orders via Telstra's LNPCIS for any services associated with the relevant telephone number (including any copper voice service (STS or WLR) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) with a Telstra Commitment Date (**TCD**) for disconnection equal to the ECA submission date (for Cat A) or CCA porting date (for Cat C) as applicable. LNPCIS then passes the disconnection orders directly into Telstra's OSS Platform (currently via AXIS).

AXIS deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (eg jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange.

### (b) Prioritising and Processing Orders

Within the OSS, wholesale and retail disconnection orders are processed by the relevant systems based solely on the relevant TCD for disconnection.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control). Telstra will complete the port (including all relevant service disconnections) in accordance with the LNP Code.

Telstra will notify each Losing Wholesale Customer of the disconnection of the relevant WLR Service, Wholesale ADSL Layer 2 Service or LSS in accordance with the LNP Code through the Wholesale Customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically<sup>9</sup> notify a Losing Retail Customer of the disconnection of the relevant retail STS or retail copper broadband service (other than through its final Bill for the relevant service).

#### **4.3 Cessation of Charging and Final Billing**

##### **(a) Cessation of charging**

Telstra will cease to charge a retail customer for an STS or a retail copper broadband service on and from the date of disconnection of the relevant service. If the date of disconnection is later than the TCD for any reason, Telstra will cease to charge the retail customer on and from the point at which the relevant retail order capture system notifies disconnection order completion to the relevant retail billing system.

Telstra will cease to charge a wholesale customer for a WLR Service, a Wholesale ADSL Layer 2 Service or a LSS on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to wholesale customers on a quarterly basis.

##### **(b) Final Billing**

Telstra will finalise and submit any final Bill to each relevant retail customer and/or wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## **5 Disconnection of a retail broadband service supplied over copper or a Wholesale ADSL Layer 2 Service in circumstances where a voice service using the same Copper Path is not disconnected.**

### **5.1 Order capture (including records check and order modification)**

#### **(a) Order Capture - Retail Copper Broadband Service Disconnection Order**

Telstra will accept a disconnection order from a retail end user for a retail copper broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg Moby / EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record

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<sup>9</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (TCD) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.<sup>10</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the retail customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the retail customer placed the disconnection order). If the TCD is not convenient for the retail customer, the retail customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

#### (b) Order Capture – Wholesale ADSL Layer 2 Service Disconnection Order

Wholesale customers accept disconnection orders from wholesale end users for a Wholesale ADSL Layer 2 Service in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the wholesale customer's

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<sup>10</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the wholesale customer's CDBOR and that the person contacting the wholesale customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a **Wholesale ADSL Layer 2** Service from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from wholesale customers through these B2B systems.

Where a wholesale customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a Wholesale ADSL Layer 2 Service via Telstra's wholesale customer service representatives.

In addition, if a Wholesale ADSL Layer 2 Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (TCD) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>11</sup>

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<sup>11</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(c) Order validation - Retail Copper Broadband Service Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale ADSL Layer 2 Disconnection Order

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is no more than 30 calendar days in the future.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail Copper Broadband Service Disconnection Order

A retail customer can modify its retail copper broadband service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg Moby / EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale ADSL Layer 2 Disconnection Order

A wholesale customer can modify its Wholesale ADSL Layer 2 service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a Wholesale ADSL Layer 2 disconnection request from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).<sup>12</sup>

A wholesale customer can modify its DSL disconnection order via LOLO or LOLIG at any date prior to the TCD.

## 5.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

Network tasks to be completed are delegated by *AXIS* to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within the network.

(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

Telstra does not typically<sup>13</sup> notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

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<sup>12</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

<sup>13</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

### 5.3 Cessation of charging and Final Billing

#### (a) Cessation of Charging

Telstra will discontinue charging a retail customer on and from the date of disconnection of the retail copper broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Enterprise and Government Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection are set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the Wholesale ADSL Layer 2 service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the Wholesale ADSL Layer 2 access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

#### (b) Final Billing

Telstra will finalise and submit any final Bill to the retail customer or wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 6 Disconnection of a wholesale ULL service.

### 6.1 Order capture (including records check and order modification)

#### (a) Order Capture

Telstra will accept a disconnection order for a wholesale ULL Service from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes ULLCIS). Wholesale customers can currently submit up to 4 files per day via FTP into ULLCIS.

Where a whole customer is unable to, or chooses not to, interface with ULLCIS), Telstra will accept a disconnection order for a wholesale ULL Service via Telstra's wholesale customer service representatives.

In addition, if a ULL Service disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and ULLCIS fails to submit the order into the OSS for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can currently choose between a same day disconnection or a pending disconnection (**Customer Requested Date** or **CRD**). If the wholesale customer chooses a pending disconnection, it currently means that the customer has elected for the disconnection to take place 5 business days after the order is placed. Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (eg system failures or events beyond Telstra's reasonable control).

(b) Order validation

Telstra confirms its receipt of a ULL disconnection order to the relevant wholesale customer via ULLCIS.

The only validation performed is to confirm whether the service for the ULL service number submitted by the wholesale customer as part of its order is supplied to the submitting wholesale customer and that the customer has either selected a same day (immediate) disconnection order or a pending disconnection order.

If the disconnection order is not valid, Telstra sends a rejection advice to the relevant wholesale customer via ULLCIS.

(c) Order Modification

Same day ULL disconnection orders cannot be modified or withdrawn. Pending ULL disconnection orders can be withdrawn at any date prior to the TCD but cannot otherwise be modified.

Telstra will accept a pending ULL disconnection order withdrawal request via Telstra's Wholesale BSS layer (which currently includes ULLCIS) at any time prior to the point at which the order passed from Telstra's Wholesale BSS layer (which currently includes ULLCIS) to Telstra's OSS (currently via AXIS).

## 6.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

*AXIS* then delegates the tasks required to be completed at an exchange to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

Telstra will recover the ULL jumper at the exchange at a time that is efficient for Telstra, this may be several days later than the TCD.



(b) Prioritising and Processing Orders

Once ULL disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a ULL disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system).

### 6.3 Cessation of charging and Final Billing

(a) Cessation of Charging

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the wholesale ULL Service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the ULL access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 7 Disconnection of a wholesale LSS.

### 7.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept a disconnection order for a LSS from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's Wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.<sup>14</sup>

Where a whole customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a LSS via Telstra's wholesale customer service representatives.

In addition, if a LSS disconnection order is received from a wholesale customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

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<sup>14</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

The wholesale customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is before the expiry of the 3 day minimum lead time;
- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>15</sup>

Where a wholesale customer nominates a CRD which Telstra is unable to meet, the wholesale customer is informed (either through Telstra's Wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the wholesale customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the wholesale customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

#### (b) Order validation

For disconnections, the wholesale customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting wholesale customer, and the CRD is no more than 30 calendar days in the future.

#### (c) Order Modification

A wholesale customer can modify its wholesale LSS disconnection order at any time prior to the point at which the order completes in the OSS.

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<sup>15</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a wholesale LSS disconnection modification from a wholesale customer via Telstra's Wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A wholesale customer can modify its LSS disconnection order via LOLO or LOLIG at any date prior to the TCD.

## **7.2 Order fulfilment**

### **(a) Receiving orders in the OSS**

Once a disconnection order is captured it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (eg jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

### **(b) Prioritising and Processing Orders**

Once wholesale LSS disconnection orders enter the OSS, they are processed by the relevant systems solely based on the relevant TCD for disconnection.

Following completion of a wholesale LSS disconnection, Telstra will notify the relevant wholesale customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the wholesale customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

## **7.3 Cessation of charging and Final Billing**

### **(a) Cessation of Charging**

Telstra will discontinue charging a wholesale customer on and from the date of disconnection of the wholesale LSS. If the date of disconnection (excluding manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the wholesale customer for the proportion of the wholesale LSS access charges reflecting the period between the date of disconnection and the TCD

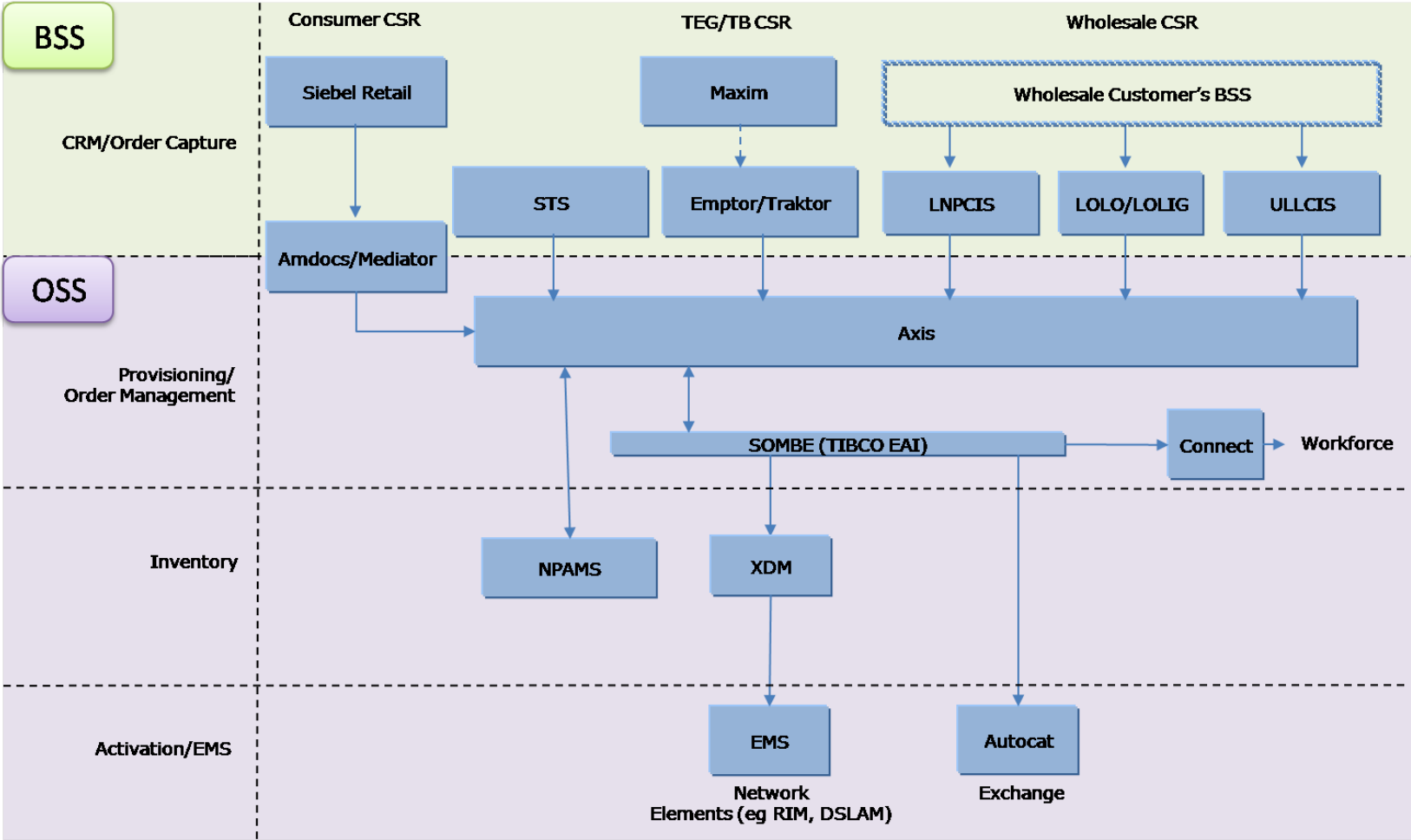
for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to wholesale customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the wholesale customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

The following is an illustrative representation of the current IT systems used by Telstra for the processes described in this document. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this document.

### Current State for Copper Network IT Systems



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## Schedule 2 Telstra existing standard processes for disconnection of HFC Services

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### 1 Disconnection of a HFC broadband service

#### 1.1 Order capture (including records check and order modification)

##### (a) Order Capture

Telstra will accept a disconnection order for a HFC broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (eg Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day (excluding Sundays and public holidays based on service location) and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

##### (b) Order Validation

The disconnection order is validated by a combination of BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment.

##### (c) Order Modification

A retail customer can modify its HFC broadband service disconnection order at any time prior to the point at which the OSS Order Manager (currently BigPond Ring Fence) requests the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the customer requested date for the order.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (eg Siebel).

#### 1.2 Order fulfilment

##### (a) Receiving orders in the OSS

Once a disconnection order is captured it is passed to a system within the OSS (currently BigPond Ring Fence) which deconstructs and orchestrates the various order components, determining the network-related tasks required to complete the order.

(b) Prioritising and Processing Orders

Within the OSS disconnection orders are processed by the relevant systems based solely on the customer requested date for disconnection.

Telstra does not typically<sup>16</sup> notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

### 1.3 Cessation of Charging and Final Billing

(a) Cessation of Charging

Telstra will discontinue charging a retail customer on and from the date of disconnection of the HFC broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

(b) Final Billing

Telstra will finalise and submit any final Bill to the retail customer for the HFC broadband service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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<sup>16</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

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## Schedule 3 Principles for Managed Disconnection immediately following the Disconnection Date

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### Required Measure 2 – Process for Managed Disconnection of Copper Services (which are not Special Services) on the Disconnection Date

#### 1 Background

This Required Measure 2 sets out the process Telstra will use following the Disconnection Date to disconnect remaining retail and wholesale Copper Services within the Fixed Line Footprint, except for categories of services specified in the Plan.

Once NBN Co commences processing orders to connect new NBN-based services within the Fixed Line Footprint in a Rollout Region, there will typically be an 18-month period from the Region Ready for Service Date (notified by NBN Co) until the Disconnection Date (**Migration Window**) (except in the case of Service Continuity Regions which will have a 12 month period) during which all ordinary Copper Services and HFC Services need to be migrated to the NBN.

During this period, Telstra will disconnect Copper Services and HFC Services using its Existing Processes for disconnection (as detailed in Schedule 1 of the Migration Plan), typically where it receives an order to do so from a Wholesale Customer or a Retail Customer (or where Telstra cancels a service itself as part of the Migration of the Retail Customer's services to the NBN).

At the end of the Migration Window, immediately after the 'Disconnection Date' for the Rollout Region, Telstra will commence to disconnect all remaining retail and wholesale Copper Services and HFC Services within the Fixed Line Footprint, except for some specific categories of services as specified in the Plan (principally Special Services where the Disconnection Date for the relevant SS Class has not passed).

This process for managing the disconnection of Premises following the Disconnection Date is referred to as **Managed Disconnection**.

The Plan provides for a phased process of Managed Disconnection and allows a period of time following the Disconnection Date within which Telstra is to disconnect each relevant Premises (**Disconnection Window**). The length of the Disconnection Window can vary between different types of Premises but for most Premises will end 45 Business Days after the Disconnection Date (**the Primary Disconnection Window**).

The primary difference between the standard disconnection process and Managed Disconnection is order entry. Where possible, Telstra will use substantially the same systems and technical processes for Managed Disconnection as when it undertakes individual disconnections under the 'business as usual' disconnection arrangements.

However, as Managed Disconnection does not require customer nomination of a Customer Requested Date for disconnection, Telstra is not required to set a Telstra Commitment Date for disconnection (other than that disconnection is to be completed as required by the Plan by the end of the Primary Disconnection Window).



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## 2 Application

For clarity this Required Measure 2 applies to disconnection from the Copper Network only.

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## 3 Preparation of Final Disconnection List for each Rollout Region

### 3.1 Preliminary Disconnection List notified to Wholesale Customers

- (a) Where Telstra continues to supply Copper Services to a Wholesale Customer at Premises in a Rollout Region four months before the Disconnection Date for that Rollout Region, Telstra will not less than three months before the Disconnection Date, notify that Wholesale Customer of those relevant Premises which Telstra expects to be subject to Managed Disconnection (**Preliminary Disconnection List**), irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
  - (b) Notification of the Preliminary Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Telstra's Retail Business Units.
  - (c) Within twenty (20) Business Days of Telstra providing it with a Preliminary Disconnection List, a Wholesale Customer may notify Telstra of any Premises or services on the Preliminary Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection by virtue of or due to:
    - (i) the Wholesale Customer having previously certified that services which it supplies at the relevant Premises are Special Service Inputs;
    - (ii) the services acquired by the Wholesale Customer from Telstra in respect of the relevant Premises being Direct Special Services; or
    - (iii) a data error in respect of the service information associated with a Premises on the Preliminary Disconnection List.
  - (d) The Wholesale Customer may not raise a dispute in respect of Premises on the Preliminary Disconnection List on any basis other than as set out in subparagraph (c) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co.
  - (e) Telstra will respond to any dispute notified to it by a Wholesale Customer under section 3.1(c) within ten (10) Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the Final Disconnection List for that Rollout Region.
  - (f) If Telstra does not agree to reflect the change in the Final Disconnection List, as requested, the parties will use reasonable endeavours to resolve the issue as to whether Special Services or Special Service Inputs have been (as certified by the Wholesale Customer) supplied at the Premises.
  - (g) If the parties have failed to agree on the categorisation of services supplied at the relevant Premises by a date which is fifteen (15) Business Days after the dispute was notified to Telstra or if Telstra has failed to respond to the Wholesale customer within ten (10) Business Days of receiving notice of the dispute (or as extended by agreement with the Wholesale Customer), either party may refer the matter to the
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Adjudicator. The Adjudicator will be requested to provide its decision within five (5) Business Days from the date of referral.

- (h) If the parties (or the Adjudicator) have failed to resolve a dispute as to whether a Premises is to be included in the Managed Disconnection by the date which is fifteen (15) Business Days before the Disconnection Date for a Rollout Region, then Telstra is permitted to include the disputed Premises in the Final Disconnection List for that Rollout Region.

### 3.2 Final Disconnection List

- (a) Upon receiving from NBN Co:
  - (i) a final list of those Premises within the Rollout Region that are not Passed as at Disconnection Date (and are therefore not within the final Fixed Footprint List); and
  - (ii) a list of In-Train Order Premises,Telstra will upload them into its NBN Transition Tool database (**NTT**).
- (b) Telstra Operations will, using NTT, create a **Premises Address List** for each Rollout Region.
- (c) The Premises Address List will specify all of the Copper Services that remain active at Premises in the final Fixed Footprint List as understood by Telstra.
- (d) Following creation, the Premises Address List will then have the following Premises and Copper Services removed:
  - (i) any Premises notified to Telstra by NBN Co as being In-Train Order Premises;
  - (ii) Special Services (including Direct Special Services and Special Service Inputs within SS Classes for which a Disconnection Date has not yet occurred as well as Contracted Special Services and Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan);
  - (iii) any Added Premises where the disconnection date for those Premises has been extended beyond the Disconnection Date for the Rollout Region; and
  - (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises,

and will be the Final Disconnection List for each Rollout Region.

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## 4 Final Notifications for Wholesale Customers

- (a) As soon as practicable after
  - (i) the Disconnection Date for each Rollout Region; and
  - (ii) Telstra preparing the Final Disconnection List for the Rollout Region,

Telstra will notify each Wholesale Customer of any Wholesale Services supplied at Premises on the Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the Primary Disconnection Window for that Rollout Region.

- (b) Notification of the Final Disconnection List to Wholesale Customers will occur at the same time as, or before, any notification of the Final Disconnection List to a Telstra Retail business unit.
- (c) Notification will be provided via the Telstra Wholesale Customer Portal.

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## 5 Soft Dial Tone

- (a) Upon disconnection of premises supplied by Telstra with
  - (i) a retail Standard Telephone Service; or
  - (ii) a Wholesale Line Rental Service.during the Primary Disconnection Window, Telstra will enable Soft Dial Tone on the relevant Copper Paths.
- (b) For clarification Telstra will not enable Soft Dial Tone where the service supplied by Telstra is a ULL or LSS Service.
- (c) Where during Managed Disconnection a Premises which has Soft Dial Tone available becomes NBN Connected after the Disconnection Date, Telstra will remove the Soft Dial Tone.
- (d) Telstra may become aware of a Premises that has Soft Dial Tone becoming connected to the NBN in the following ways:
  - (i) by being informed by NBN Co:
    - (A) directly to the **NBN Interface Group** (being the group established within Telstra with principal responsibility for liaising with NBN in respect of the transfer of information); or
    - (B) otherwise in accordance with a protocol formally established between Telstra and NBN Co under the Definitive Agreements;
  - (ii) by being informed by a Wholesale Customer; or
  - (iii) when Telstra becomes aware of the NBN Connection through its own migration of a Retail Customer to the NBN.
- (e) By the date which is twenty (20) Business Days after the Disconnection Date for a Rollout Region, Telstra will produce a report that lists all remaining voice services for which Soft Dial Tone is still in place. Telstra will then manually apply orders in Telstra's systems to have the Soft Dial Tone removed from those Copper Paths on that date.
- (f) Retail or Wholesale Customers will not be provided with notification of the removal of Soft Dial Tone under this clause.

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## 6 Managed Disconnection process for Copper Services on the Final Disconnection List

### 6.1 Managed Disconnection of ordinary services will occur based on categories of Premises

- (a) Telstra will disconnect:
  - (i) all ordinary Copper Services that are required to be disconnected within the Primary Disconnection Window as set out in the Final Disconnection List (i.e. services that do not fall within one of the exceptions referred to in section 3.2 above); and
  - (ii) all other Copper Services in accordance with the specific disconnection arrangements set out in section 6 below.
- (b) Premises on the Final Disconnection List will be incrementally disconnected over the course of the Primary Disconnection Window. Telstra is not required to assign a specific date for disconnection of each Premises within the Primary Disconnection Window.
- (c) there will be a single integrated process to determine, implement and undertake the sequencing of the disconnection of Retail Copper Services and Wholesale Services supplied at Premises on the Final Disconnection List.
- (d) Premises on the Final Disconnection List for a Rollout Region with similar characteristics (e.g. Premises with multiple Copper Paths) will be identified in each Rollout Region and grouped together to be disconnected across the Rollout Region in a single exercise or step in the sequencing of disconnection during the Primary Disconnection Window.
- (e) Retail and Wholesale Services supplied at Premises with similar characteristics will be included in the same category (i.e. there will not be retail-only or wholesale-only categories of Premises which otherwise have similar characteristics relevant to disconnection). Telstra will develop and refine these categories and scenarios based on experience with the disconnection process, based around the most efficient manner in which to disconnect services, including across multiple Rollout Regions.
- (f) The first step in Managed Disconnection will be to reject and remove from the Telstra systems all pending orders in respect of Premises on the Final Disconnection List.
- (g) Telstra will sequence the disconnection of categories of Premises on the Final Disconnection List based on factors such as:
  - (i) any previous experience with Managed Disconnections;
  - (ii) the number and type of Copper Services in each Rollout Region;
  - (iii) the tasks involved in and time typically required to undertake disconnection of particular types of Copper Services or types of Premises given the service configuration at those Premises;
  - (iv) the time remaining in the Primary Disconnection Window for the Rollout Region; and

- (v) other relevant factors,

in order to complete disconnection of all Premises on the Final Disconnection List by the end of the Primary Disconnection Window but does not include whether the Copper Services supplied to a Premises are supplied to a Retail Customer or a Wholesale Customer.

- (h) Notwithstanding paragraph (g), Telstra is not prevented from disconnecting all of a particular type of service under sub-paragraph (ii) or (iii) in circumstances where that type of service is only supplied to Retail Customers or Wholesale Customers or the tasks involved in disconnection are limited to retail services or wholesale service (e.g. Telstra may sequence disconnection of all ULLS or LSS at the same time within or across rollout regions).
- (i) The process of Managed Disconnection will need to be dynamically managed on a day to day basis over the Primary Disconnection Window to efficiently manage available resources and to respond to operational issues as they arise. This may require Telstra to change during the Migration Window the sequencing of disconnection of Premises on the Final Disconnection List. Any change in sequencing of disconnection will be by category of Premises and apply on an equivalent basis to Retail and Wholesale Copper Services in that category of Premises.

## **6.2 Wherever possible, Telstra will try to align the order in which Premises are disconnected across Rollout Regions**

- (a) Telstra will monitor each Rollout Region to ensure that all Copper Services on the Final Disconnection List are disconnected by the end of the Primary Disconnection Window for that Rollout Region. This will be done whether or not some Copper Services need to be disconnected separately from any national or regional process in order to meet this deadline.
- (b) The disconnection team may need to determine each day the category or categories of Premises that will be prioritised and disconnected simultaneously across all Rollout Regions that are subject to Managed Disconnection. Again, these decisions will be made and implemented on an equivalent basis for Retail and Wholesale Copper Services within each category of Premises on the Final Disconnection Lists for those Rollout Regions.

## **6.3 Status reporting**

- (a) There will be a daily report generated for each Rollout Region from Telstra's provisioning systems of any disconnection orders that are not completed because of a systems error.
- (b) Each error report will be reviewed by the Telstra Operations Team on a daily basis.
- (c) Where disconnection orders are identified as having not been processed due to an error, these will be then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Copper Service(s) are disconnected.

## **6.4 Notification to Wholesale Customers and cessation of billing**

- (a) Telstra will advise Wholesale Customers and Retail Customers of all services that are disconnected through customer bills.

- (b) Telstra will cease billing for any Copper Service that is disconnected on the date of disconnection. For Wholesale Customers, this will be reflected in the Wholesale Customer's usual billing arrangements.

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## 7 Approach to disconnection of Premises removed from the Final Disconnection List

### 7.1 Types of Premises removed from the Final Disconnection List

- (a) The following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the Primary Disconnection Window:
  - (i) In-Train Order Premises;
  - (ii) Added Premises;
  - (iii) Affected Premises; and
  - (iv) Special Services, including:
    - (C) Direct Special Services and Special Service Inputs (to the extent that these services belong to a SS Class for which the applicable Disconnection Date has not yet occurred); and
    - (D) Contracted Special Services and Double-Ended Special Services (that are not otherwise due to be disconnected during the Primary Disconnection Window in accordance with the Plan),

but will instead be disconnected in accordance with specific rules applicable to each category.

To prevent the above Premises from being included in the Final Disconnection List, each of these special cases will be monitored and managed in Telstra's NTT system.

### 7.2 Disconnection of In-Train Order Premises

- (a) Premises the subject of a notification by NBN Co to Telstra as having an In-Train Order will not be disconnected by Telstra during the Primary Disconnection Window.
- (b) On the Disconnection Date, Telstra will identify and flag in NTT all In-Train Order Premises for a Rollout Region.
- (c) Telstra will monitor the In-Train Order Report for a Rollout Region for a period of up to ninety (90) Business Days after the Disconnection Date and where Telstra is notified that the NBN order at the Premises has been:
  - (i) completed (i.e. the Premises has been NBN Connected); or
  - (ii) cancelled; or
  - (iii) revoked

(in each case, a '**Monitoring Trigger**') Telstra will disconnect the Premises on the date which is thirty (30) Business Days after the Monitoring Trigger occurred,

substantially using the business as usual disconnection processes set out in Schedule 1 of the Plan.

- (d) Telstra may disconnect Copper Services to an In-Train Order Premises at any time during the ninety (90) Business Day period in response to a standard disconnection order placed by the customer.
- (e) If no Monitoring Trigger or customer-driven disconnection occurs, Telstra will disconnect all remaining In-Train Order Premises in a Rollout Region by the date which is ninety (90) Business Days after the Disconnection Date.

### **7.3 Disconnection of Added Premises**

- (a) Added Premises for which a formal objection has been received by Telstra before the Disconnection Date will be flagged in the Premises Address List generated at the Disconnection Date and will be treated as exceptions to the Standard Managed Disconnections process.
- (b) Telstra will continue to produce a Premises Address List for the Rollout Region at least once per month until all Added Premises have been disconnected.
- (c) Added Premises for which no objection has been received by Telstra will not be flagged and will be disconnected in accordance with the standard Managed Disconnection process.

### **7.4 Disconnection of Affected Premises**

- (a) Telstra will flag in NTT any Premises identified by it as being a Premises which it is prohibited by law from ceasing the provision of certain Copper Services to and disconnecting the Premises (Affected Premises).
- (b) Telstra will monitor the list on a weekly basis and, once the Premises has been identified as no longer being an Affected Premises, the flag in NTT will be removed and the applicable Copper Services at the Premises and the Premises will be disconnected using the standard disconnection processes set out in Schedule 1 of the Plan.
- (c) Disconnection will take place within five (5) Business Days of the applicable legal prevention ceasing to be effective.
- (d) Telstra Operations will notify Telstra Wholesale and Retail Business Units on an equivalent basis once the applicable legal prohibition which prevented Telstra from ceasing to provide Copper Services ceases to apply.
- (e) Telstra will notify Telstra Wholesale Customers of all Wholesale Services at Affected Premises that will be disconnected, just prior to the disconnection of those Wholesale Services.

### **7.5 Disconnection of Special Services**

- (a) All Direct Special Services (both wholesale and retail) will be flagged in NTT.
- (b) Where a Wholesale Customer has certified a Copper Service as a Special Service Input, the Copper Service will be flagged as a Special Service in NTT.
- (c) Prior to the Disconnection Date for the relevant SS Class, any Direct Special Services and Special Service Inputs within that SS Class will not be disconnected as part of the Managed Disconnection process in any Rollout Region.

- (d) During this time, any such Copper Services will be flagged in NTT and excluded from the Final Disconnection List for the Rollout Region.
- (e) From the date immediately following the Disconnection Date for the relevant SS Class Telstra will treat Direct Special Services and Special Service Inputs of that SS Class as if they were ordinary Copper Services<sup>17</sup> and will include them as part of any Final Disconnection List for future Rollout Regions which will be subject to the standard Managed Disconnection processes set out in section 5 of this Required Measure.

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## 8 Reporting

- (a) Telstra will report to the ACCC as part of Telstra's confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis, in both an aggregate and a Rollout Region by Rollout Region basis:
  - (i) the total number of Copper Services disconnected as part of Managed Disconnection for which the Disconnection Date fell during the Quarter;
  - (ii) the total number of Wholesale Services which Telstra successfully disconnected in accordance with the timeframe for disconnection for each respective service as set out in the Plan;
  - (iii) the total number of Retail Copper Services which Telstra successfully disconnected in accordance with the timeframe for disconnection for each respective service as set out in the Plan;
  - (iv) the total number of Premises disconnected during the Quarter and to which Soft Dial Tone was maintained in accordance with the Plan;
  - (v) the total number of Copper Services which were not disconnected during the Quarter due to their being provided to In-Train Order Premises;
  - (vi) confirmation that the Soft Dial Tone service has been removed from all Premises for which the relevant date (as defined in the Plan) fell within that Quarter; and
  - (vii) the number of Premises which, as a result of a customer complaint, Telstra identifies that it has permanently disconnected in error (that is, where the Premises in question was not required to be permanently disconnected according to the Migration Plan) as part of Managed Disconnection, where Telstra has either:
    - (A) subsequently reconnected the Premises in order to rectify the erroneous permanent disconnection; or
    - (B) has not reconnected the Premises.

A report provided under section 8(a)(vii) will include whether the end-customer at the Premises was an end-customer of Telstra Retail or a Wholesale Customer. After two consecutive nil quarterly reports, Telstra may submit a request to the ACCC (subject to NBN Co's consent) to vary this reporting requirement, including a request to remove or change the frequency of this reporting requirement.

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<sup>17</sup> The process for NBN Co developing product releases that trigger disconnection of SS Classes is through the publication of White Papers, as discussed in an Explanatory Note to clause 22.4 of the Plan.



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## Required Measure 3 – Process for Managed Disconnection of HFC Services

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### 1 Background

This Required Measure 3 sets out the Managed Disconnection process for HFC Services. The Managed Disconnection process for Copper Services is set out separately in Required Measure 2. While set out in separate Required Measures, Telstra will co-ordinate the Managed Disconnection of Copper Services and HFC Services (for example, Copper Services and HFC Services supplied at a Premises should be Disconnected at or around the same time).

For clarity:

- (a) Telstra is not required by the Plan to disconnect FOXTEL Television Services provided using HFC, and this Required Measure 3 does not affect those services.
- (b) HFC Services are sold only to Retail Customers.
- (c) The Managed Disconnection of HFC Services described in this Required Measure 3 involves no interaction with Wholesale Customers.
- (d) This Required Measure 3 sets out the process for Managed Disconnection of Telstra's retail broadband HFC services.
- (e) In this Required Measure 3, Migration Window, Managed Disconnection and Primary Disconnection Window have the same meaning as set out in Required Measure 2.

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### 2 Application

For clarity this Required Measure 3 applies to disconnection from the HFC Network only.

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### 3 Preparation of Final Disconnection List for each Rollout Region

- (a) Upon receiving from NBN Co on the Disconnection Date for each Rollout Region:
  - (i) a final list of Premises within a Rollout Region that are not Passed as at the Disconnection Date; and
  - (ii) a list of In-Train Order PremisesTelstra will upload each list into Telstra's NBN Transition Tool database (NTT).
- (b) Telstra will then create a **Premises Address List** for each Rollout Region using NTT.
- (c) The Premises Address List will specify all HFC Services that remain active at Premises in the final Fixed Line Footprint identified by Telstra.
- (d) Telstra will create a Final Disconnection List for each Rollout Region for the purposes of undertaking Managed Disconnection of HFC Services based on the Premises Address List which will have the following Premises and HFC Services removed:

- (i) any Premises notified to Telstra by NBN Co as being In-Train Order Premises;
  - (ii) any Added Premises where the disconnection date for those Premises has been extended beyond the Disconnection Date for the Rollout Region; and
  - (iii) any HFC Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the Rollout Region, but only to the extent that Telstra is prevented by law from ceasing the provision of those HFC Services to that Affected Premises and disconnecting the Premises.
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#### **4 Managed Disconnection of HFC Services will occur based on categories of Premises**

- (a) Telstra will disconnect:
  - (i) all HFC Services that are required to be disconnected within the Primary Disconnection Window as set out in the Final Disconnection List; and
  - (ii) all other HFC Services in accordance with the specific disconnection arrangements that apply as set out in section 5 below.
- (b) Premises on the Final Disconnection List will be incrementally disconnected over the course of the Primary Disconnection Window.
- (c) Premises with HFC Services on the Final Disconnection List for a Rollout Region with similar characteristics will be identified in each Rollout Region and grouped together to be disconnected across the Rollout Region in a single exercise or step in the sequencing of disconnection of HFC Services during the Primary Disconnection Window.
- (d) Telstra will develop and refine these categories and scenarios based on experience with the disconnection process, based around the most efficient manner in which to disconnect services, including across multiple Rollout Regions (as discussed in section 5.2(f)).
- (e) To complete disconnection of all Premises on the Final Disconnection List by the end of the Primary Disconnection Window:
  - (i) all pending orders for HFC Services in respect of Premises on the Final Disconnection List will be rejected and removed from Telstra systems; and
  - (ii) disconnection of categories of Premises on the Final Disconnection List will be based on factors that are likely to be specific to each Rollout Region (or across groups of Rollout Regions with the same Primary Disconnection Window) including:
    - (A) any previous experience with Managed Disconnections;
    - (B) the number and type of HFC Services in each Rollout Region;
    - (C) the tasks involved in and time typically required to undertake disconnection of particular types of HFC Services or types of Premises given the service configuration at those Premises;
    - (D) whether the Rollout Region contains both HFC Services and Copper Services;

- (E) whether particular Premises within the Rollout Region are served by both HFC Services and Copper Services (in which case Telstra will disconnect these services as near to concurrently as possible);
  - (F) the time remaining in the Primary Disconnection Window for the Rollout Region;
  - (G) Telstra's obligations under the Definitive Agreements; and
  - (H) other relevant factors.
- (f) The process of Managed Disconnection will need to be dynamically managed on a day to day basis over the Primary Disconnection Window to efficiently manage available resources and to respond to operational issues as they arise. This may require Telstra to change during the Migration Window the sequencing of disconnection of Premises on the Final Disconnection List. Any change in sequencing of disconnection will be by category of Premises.
  - (g) Wherever possible, Telstra will try to align the order in which Premises are disconnected across Rollout Regions.
  - (h) Telstra will monitor each Rollout Region to ensure that all HFC Services on the Final Disconnection List are disconnected by the end of the Primary Disconnection Window for that Rollout Region.
  - (i) For each Rollout Region Telstra will prepare and review a daily report of any disconnection orders for HFC Services that are not completed because of a systems error.
  - (j) Where disconnection orders are identified as having not been processed due to an error, the affected orders will be corrected and re-submitted into Telstra's systems until all relevant HFC Service(s) are disconnected.
  - (k) Telstra will cease billing for any HFC Service that is disconnected on the date of disconnection.

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## 5 Approach to disconnection of Premises removed from the Final Disconnection List

### 5.1 Types of Premises removed from the Final Disconnection List

- (a) During the Primary Disconnection Window, the following types of Premises and HFC Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection:
  - (i) In-Train Order Premises;
  - (ii) Added Premises;
  - (iii) Affected Premises,but will instead be disconnected in accordance with specific rules applicable to each category.
- (b) Each of the Premises referred to in paragraphs (i) to (iii) above will be monitored and managed by applying 'flags' to individual Premises in Telstra's NTT system

that will prevent those Premises from being included in the Final Disconnection List used for Managed Disconnection in a Rollout Region.

## 5.2 Disconnection of In-Train Order Premises

- (a) Premises notified by NBN Co to Telstra as having an In-Train Order will not be disconnected by Telstra during the Primary Disconnection Window.
- (b) On the Disconnection Date, Telstra will generate a report from NTT that identifies all In-Train Order Premises for a Rollout Region.
- (c) Premises identified in the report referred to in paragraph (b) above will be flagged in NTT as having In-Train Orders as at the Disconnection Date.
- (d) On a weekly basis for a period of up to ninety (90) Business Days after the Disconnection Date Telstra will monitor the In-Train Order Report for a Rollout Region and update NTT to remove the In-Train Order flag for any Premises in respect of which, during the prior week, Telstra is notified that the NBN order at the Premises has been:
  - (i) completed (i.e. the Premises has been NBN Connected); or
  - (ii) cancelled; or
  - (iii) revoked(in each case, a **Monitoring Trigger**).
- (e) A Premises will be disconnected by Telstra on the date which is thirty (30) Business Days after the Monitoring Trigger occurring, substantially using the business as usual disconnection processes set out in Schedule 2 of the Plan.
- (f) HFC Services to an In-Train Order Premises may also be disconnected at any time during the ninety (90) Business Day period in response to a standard disconnection order placed by the customer.
- (g) If no Monitoring Trigger or customer-driven disconnection occurs, Telstra will disconnect all remaining In-Train Order Premises in a Rollout Region by the date which is ninety (90) Business Days after the Disconnection Date.

## 5.3 Disconnection of Added Premises

- (a) From time to time, NBN Co may choose to add a new Premises (an **Added Premises**) to the Fixed Line Footprint in a Rollout Region after the Ready for Service Date for that Rollout Region (i.e. during the 'Migration Window' for that Rollout Region). These Premises are defined in the Plan, and referred to as '**Added Premises**'.
- (b) A Retail Customer at an Added Premises may object to the Disconnection Date for the Rollout Region in writing through Telstra's standard customer service channels, on the basis that the period left up to the Disconnection Date does not enable Telstra to satisfy minimum contractual notice obligations.
- (c) If Telstra determines that it does have a relevant contractual obligation to the customer, Telstra will:
  - (i) record the objection in NTT;

- (ii) notify NBN Co; and
  - (iii) determine a new Disconnection Date for that Added Premises in accordance with clause 15.2 of the Plan.
- (d) The new Disconnection Date for an Added Premises referred to in section 5.3(c) typically will be the earlier of the end of the relevant notice period or eighteen (18) months after Telstra was notified that the Premises had been added by NBN Co to the Fixed Line Footprint.
  - (e) The Premises Address List generated at the Disconnection Date will flag Added Premises for which a formal objection has been received before the Disconnection Date to ensure these are not disconnected as part of the Standard Managed Disconnections process.
  - (f) Added Premises referred to in paragraph (e) will be treated as an exception.
  - (g) Telstra will continue to produce a Premises Address List for the Rollout Region at least once per month until all Added Premises have been disconnected.
  - (h) Added Premises for which no objection has been received by Telstra will not be flagged and will be disconnected in accordance with the standard Managed Disconnection process.

#### **5.4 Disconnection of Affected Premises**

- (a) Telstra will flag in NTT any Premises identified by it as being a Premises which it is prohibited by law from ceasing the provision of certain HFC Services to and disconnecting the Premises (Affected Premises).
- (b) Telstra will monitor the list on a weekly basis and, once the Premises has been identified as no longer being an Affected Premises, the flag in NTT will be removed and the applicable HFC Services at the Premises and the Premises will be disconnected using the standard disconnection processes set out in Schedule 2 of the Plan.
- (c) Disconnection will take place within five (5) Business Days of the applicable legal prevention ceasing to be effective.

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## **6 Reporting**

Telstra will report to the ACCC as part of Telstra's confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis, in both an aggregate and a Rollout Region by Rollout Region basis:

- (a) the total number of HFC Services disconnected as part of Managed Disconnection for which the Disconnection Date fell during the Quarter;
- (b) of the number of HFC Services reported in paragraph (a) above, the number of those services which Telstra successfully disconnected in accordance with the timeframe for disconnection for each respective service as set out in the Plan; and
- (c) the total number of HFC Services which were not disconnected during the Quarter due to the HFC Services being provided to In-Train Order Premises.

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## Schedule 4 Special Services

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### 1 Direct Special Services

- (a) Subject to any condition specified in column 3 for that item, each of the carriage services that is specified in an item of column 1 of Table 1 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 2 of Table 1; and
  - (ii) with the exception of the carriage services specified at item 10 of Table 1 — any other products or Product Bundles which are subsequently provided by means of those Access Services.
- (b) Each of the carriage services that is specified in an item of column 1 of Table 2 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 2 of Table 2; and
  - (ii) any other products or product bundles which are subsequently provided by means of those Access Services.

**Table 1 – Direct Special Services (Retail)**

Item	Column 1 Access Service	Column 2 Product Bundles	Column 3 Condition
1	DDS Fastway	<ul style="list-style-type: none"> <li>• DDS Fastway</li> <li>• DDS Flexnet</li> <li>• DDS Local Area Service (LAS)</li> </ul>	
2	Frame Relay	<ul style="list-style-type: none"> <li>• Frame Relay</li> <li>• Business IP Frame Relay</li> <li>• Connect IP Frame Relay</li> <li>• GBIP (proxy)</li> </ul>	
3	Megalink	<ul style="list-style-type: none"> <li>• Megalink</li> </ul>	
4	CustomNet Spectrum	<ul style="list-style-type: none"> <li>• CustomNet Spectrum</li> </ul>	
5	Ethernet Lite BDSL	<ul style="list-style-type: none"> <li>• Ethernet Lite</li> <li>• Business IP Ethernet Lite</li> <li>• Connect IP Ethernet Lite</li> <li>• GBIP (Government Broadband IP)</li> <li>• 1 touch video</li> </ul>	
6	ISDN10/20/30	<ul style="list-style-type: none"> <li>• ISDN10/20/30 BusinessLine</li> <li>• ISDN Dual Node</li> <li>• ISDN Diverse Access</li> </ul>	

Item	Column 1 Access Service	Column 2 Product Bundles	Column 3 Condition
7	ISDN2	<ul style="list-style-type: none"> <li>• Business Connect /2</li> <li>• Business Options Connect</li> <li>• Business Premium Connect Corporate Connect</li> <li>• All-4-Biz</li> <li>• ISDN2 BusinessLine</li> <li>• ISDN2 Enhanced BusinessLine</li> <li>• ISDN Xpress</li> <li>• Business Connect / 2</li> <li>• Business Options Connect</li> <li>• Business Premium Connect Corporate Connect</li> <li>• All-4-Biz (newly released)</li> </ul>	
8	DDS Low Speed	<ul style="list-style-type: none"> <li>• DDS Low Speed</li> <li>• DDS BIN (bank interchange network)</li> </ul>	
9	VGDL	<ul style="list-style-type: none"> <li>• PAPL</li> <li>• Tie Lines</li> <li>• Voice Links</li> </ul>	
10	STS / ADSL / ADSL 2+	<ul style="list-style-type: none"> <li>• Remote Telemetry</li> <li>• Telstra Secure</li> </ul>	The service is only a Direct Special Service if supplied for Remote Telemetry or Telstra Secure
11	ATM (over copper)	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	
12	Payphones	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	

**Table 2 – Direct Special Services (Wholesale)**

Item	Access Service	Product Bundles
1	DDS Fastway	<ul style="list-style-type: none"> <li>• DDS Fastway</li> <li>• DDS Flexnet</li> <li>• DDS Local Area Service (LAS)</li> </ul>
2	Data Access Radial	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
3	Frame Relay	<ul style="list-style-type: none"> <li>• Frame Relay</li> </ul>
4	Megalink	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
5	Wholesale Transmission – CRA163 – Telstra domestic tail transmission	<ul style="list-style-type: none"> <li>• CRA163 – Telstra domestic tail</li> </ul>

Item	Access Service	Product Bundles
	capacity service	transmission capacity service
6	CustomNet Spectrum	<ul style="list-style-type: none"> <li>• CustomNet Spectrum</li> </ul>
7	Wholesale Business DSL (W-BDSL)	<ul style="list-style-type: none"> <li>• Business Data Access Service</li> </ul>
8	ISDN10/20/30	<ul style="list-style-type: none"> <li>• ISDN10/20/30 BusinessLine</li> <li>• ISDN Dual Node</li> </ul>
9	ISDN2	<ul style="list-style-type: none"> <li>• ISDN2 BusinessLine</li> <li>• ISDN2 Enhanced BusinessLine – Currently CNRs for call rates. Basic Access as per OCT.</li> </ul>
10	DDS Low Speed	<ul style="list-style-type: none"> <li>• DDS Low Speed</li> <li>• DDS BIN</li> </ul>
11	VGDL	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
12	Telstra Traffic Light Service	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
13	Wholesale ATM (over copper)	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
14	ATM (Rebill) (over copper)	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
15	Customer-operated payphones	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

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## 2 Certification process for Special Service Inputs

This Schedule sets out the process Telstra will use to obtain certification from each Wholesale Customer as to the Special Service Inputs used by that Wholesale Customer on a national basis.

### 2.1 Verification of ULLS certifications

- (a) Telstra can, with a high degree of confidence, verify the number of ULLS-based services that are Service Equivalent to Direct Special Services by reference to:
  - (i) the number of ULLS services as were originated through category D port (less those for which there has been a Full National Number (**FNN**) hand back as set out below); and
  - (ii) the deployment class information for new (as opposed to ported) ULLS services.
- (b) The majority of ULLS services acquired by Wholesale Customers have been ported away from Telstra. Services which originated through a category D port are not Service Equivalent to Direct Special Services. The exception will be those ULLS services which, after a category D port occurs, are subsequently used by the Wholesale Customers to supply services that are Service Equivalent to Direct Special Services to an end user. For these ULLS services, the Wholesale Customer is required to hand back to Telstra the FNN associated with the ULLS service, as the FNN is not required in order to supply a service that is Service Equivalent to the Direct Special Service. By analysing the number of FNN hand backs, Telstra will be able to determine when a category D port ULLS service has subsequently been used to supply services that are Service Equivalent to Direct Special Services.



- (c) Wholesale Customers may also acquire a new (i.e. non-port) ULLS service from Telstra in some instances. Where a new Copper Service is ordered for ULLS and there is no working Telstra number for the service, the Wholesale Customer will typically issue a number from its own number range. In this circumstance, no port will occur and the category D port verification process cannot be used.
- (d) However, the deployment class information can be used in most circumstances to ascertain the types of services being provided over the new ULLS service.
- (e) The deployment class information is provided by the Wholesale Customer at the time the service is ordered. While there are no penalties for listing the wrong deployment class, Wholesale Customers have an incentive to list the correct information, as listing the wrong deployment class can lead to operational issues.
- (f) Normally deployment classes 6a (typically voice) and 6h (typically ADSL 2 and 2+) identify standard services, however these deployment classes are also used by a Wholesale Customer if it provides a service that is Service Equivalent to Telstra retail Remote Telemetry or Telstra Secure services - which are Direct Special Services.
- (g) This process does not allow Telstra to verify the accuracy of claims by a Wholesale Customer about the Direct Special Service to which a particular service supplied by that Wholesale Customer using a Special Service Input is Service Equivalent and therefore Telstra is also not able to verify the SS Class to which a Wholesale Customer has allocated the ULLS service used to provide that carriage service.

## **2.2 Process for verifying ULLS certifications**

- (a) In February each year, Telstra will assess the ULLS services of all Wholesale Customers using the processes described in paragraph 2.1, to identify whether each ULLS service is being used by a Wholesale Customer as a Special Service Input.
- (b) Telstra will compare the number of ULLS services certified by each Wholesale Customer as being used as Special Service Inputs against the number of ULLS services of that Wholesale Customer that, following Telstra's assessment under paragraph 2.2(a), Telstra has identified as being used as a Special Service Input.
- (c) If the number of ULLS services certified by a Wholesale Customer as being used as Special Service Inputs exceeds the number assessed by Telstra for that Wholesale Customer as being used as a Special Service Input by more than 10% then Telstra will notify the Wholesale Customer of the inconsistency and request the Wholesale Customer to reconsider the SS Codes recorded in Telstra's ordering and provisioning systems for all of its ULLS services (which may include providing to Telstra other information relevant to the usage of any of the Wholesale Customer's ULLS services).

## **2.3 Example of process for verifying ULLS certifications for a Wholesale Customer**

- (a) The process described in this worked example for a hypothetical Wholesale Customer with ULLS services in the ULLS services sample (using hypothetical services in operation (SIO) numbers) can be used to identify for that Wholesale Customer the number of that Wholesale Customer's ULLS services which are being used to supply services that are Service Equivalent to Direct Special Services.

	Step	SIOs
1	Number of ULLS services acquired by the Wholesale Customer	1000
2	Deduct all ULLS services for that Wholesale Customer which were acquired using a category D port (less those for which there has been a FNN hand back)	(650)
3	Deduct all ULLS services for that Wholesale Customer that were not acquired using a category D port and for which there are deployment classes 6a and 6h (less those services equivalent to Telstra's Remote Telemetry or Telstra Secure)	(100)
4	Total number of ULLS services for that Wholesale Customer which Telstra assesses are being used to provide services that are Service Equivalent to Direct Special Services	250

- (b) From the worked example, if the number of a Wholesale Customer's ULLS services which that Wholesale Customer certified as being used to supply services that are Service Equivalent to Direct Special Services exceeds 250 by more than 10% Telstra will contact the Wholesale Customer as described in paragraph 2.2(c).

#### 2.4 Certification of ULLS as a Special Service Input

- (a) Telstra has implemented a system solution (described in more detail in paragraph 2.5 below) enabling Wholesale Customers to update the details of their ULLS services in Telstra's wholesale ordering and provisioning systems (or request such updates) and to provide the relevant information when ordering a new ULLS service or changing the use of a ULLS service.
- (b) This is the process by which Wholesale Customers will certify Special Service Inputs for the purpose of clauses 22.6 and 22.7.

#### 2.5 System Solution

- (a) Telstra has published on the online Wholesale Customer Portal a unique code for each SS Class (SS Code). The SS Code will be used by a Wholesale Customer to certify that a particular ULLS service is being used to provide a carriage service that is Service Equivalent to a Direct Special Service in the SS Class corresponding to the SS Code. As certification is on a SS Class basis, the Wholesale Customer will need to assess which SS Class applies to the carriage service that is being provided by means of the ULLS service, and which is Service Equivalent to a Direct Special Service.
- (b) Telstra's wholesale ordering and provisioning systems allow the Wholesale Customer to:
- (i) include a SS Code when ordering a ULLS service if that ULLS service will be used to provide a carriage service that is Service Equivalent to a Direct Special Service; and
  - (ii) update information about a particular ULLS service to include a new or changed SS Code to reflect that the use of the ULLS service has changed so that it is either now used to provide a carriage service that is Service Equivalent to a Direct Special Service, or is used to provide a different carriage service that is Service Equivalent to a Direct Special Service.

This inclusion or updating of SS Codes is to be undertaken by Wholesale Customers through Telstra's wholesale online ordering and provisioning systems

by entering the applicable SS Code in a field on the systems associated with the ULLS.

- (c) In the fourth calendar quarter of 2012, Telstra asked each of its Wholesale Customers to assess each ULLS service it acquired from Telstra at that time to determine if the ULLS was used to provide a Special Service Input that was Service Equivalent to a Direct Special Service and to enter the relevant SS Code for that ULLS into Telstra's online ordering and provisioning systems.
- (d) Telstra has asked its Wholesale Customers, on an ongoing basis:
  - (i) when ordering a new ULLS service which is to be used to provide a carriage service that is Service Equivalent to a Direct Special Service, to enter into Telstra's online ordering and provisioning systems, the SS Code applicable to the SS Class for that Direct Special Service; and
  - (ii) to promptly update the SS Code for a ULLS service it acquires if:
    - (A) the ULLS service ceases to be a Special Service Input (by removing the SS Code in Telstra's ordering and provisioning systems);
    - (B) the ULLS service commences to be used to supply a carriage service that is Service Equivalent to a Direct Special Service (by entering the relevant SS Code in Telstra's ordering and provisioning systems); or
    - (C) the carriage service that is Service Equivalent to a Direct Special Service is changed to a carriage service which is Service Equivalent to a Direct Special Service in a different SS Class (by changing the SS Code in Telstra's ordering and provisioning ordering and provisioning systems).
- (e) Notwithstanding subclauses 2.5(b) to (d) of this Schedule 4, Telstra will assume that the SS Code entered in its systems for a ULLS service from time to time accurately identifies the SS Class applicable to the carriage service which is Service Equivalent to a Direct Special Service.

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## Schedule 5 Technical conditions constituting permanent disconnection

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### 1 Permanent disconnection of a Copper Path

- (a) A Copper Path is permanently disconnected if:
- (i) the status of each carriage service that was provided over that Copper Path prior to permanent disconnection, and that Copper Path is marked as "V" in NPAMS which:
    - (A) is identifiable to a person using NPAMS as "V";
    - (B) reflects a state of the Copper Path and has the following effects and consequences:
      - it ensures the Copper Path cannot be associated in any Telstra system or database with any DSLAM or carriage service;
      - it ensures the provisioning of any Copper Service over the Copper Path is not possible; and
      - it ensures the Copper Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Premises; and
    - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or higher;
  - (ii) in respect of Copper Paths over which ULLS or LSS were provisioned, there is no jumper for the Copper Path;
  - (iii) there is no Dial Tone over that Copper Path;
  - (iv) there is no active DSL port at the DSLAM for that Copper Path;
  - (v) the Configuration Data is configured so as to prevent that Copper Path carrying Communications to any Premises over the Copper Network;
  - (vi) any Premises to which that Copper Path is connected is NPAMS Blocked from that Copper Path; and
  - (vii) without limiting any of the foregoing:
    - (A) no carriage service or Content Service is provided over that Copper Path; and
    - (B) no Communications can be delivered over the Copper Path to any Premises.
- (b) A Copper Path is permanently disconnected only for so long as each of the conditions specified in this Schedule continue to be satisfied in relation to that Copper Path.

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## 2 Permanent disconnection of an HFC Line

- (a) Subject to 2(b), an HFC Line is permanently disconnected if and for so long as each of the following conditions is and remains satisfied for any and all HFC Lines to a Premises:
- (i) there is no HFC Service provided over that HFC Line;
  - (ii) the serviceability record for the HFC Line in CRAMER is marked as "non-serviceable" which:
    - (A) is identifiable to a person using CRAMER as "non-serviceable";
    - (B) reflects a state of the HFC Line and has the following effects and consequences:
      - it ensures the HFC Line cannot be associated with a Premises except in respect of Permitted Services; and
      - it ensures the HFC Line cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from a Premises other than Permitted Services; and
    - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or higher;
  - (iii) the service record for each HFC Service that was provided over that HFC Line prior to the date of permanent disconnection is:
    - (A) where the service record is recorded in SERVICEINV, marked as "ceased"; or
    - (B) where the service record is recorded in MOBY/BPI, marked as "closed",and which
    - (C) is identifiable by a person as "disconnected" (by being marked as "ceased" (in SERVICEINV) or "closed" (in MOBY/BPI) (as relevant));
    - (D) prevents the provision of the HFC Service over the HFC Line; and
    - (E) cannot be varied or changed except with authorisation of Personnel of Telstra that are employed at the level of director of within the Telstra Business Unit responsible for network management activities or higher;
  - (iv) no end user account in SERVICEINV and/or MOBY/BPI in relation to any Premises to which that HFC Line is connected is associated with any modem MAC ID; and
  - (v) without limiting any of the foregoing:
    - (A) no carriage service or Content Service is provided over that HFC Line except for a Permitted Service; and

(B) no HFC Services can be delivered over that HFC Line to any Premises.

(b) If:

(i) a Subscriber moves from a Premises (the **First Premises**) within an HFC Deactivation Region to another Premises within that HFC Deactivation Region that has been permanently disconnected (the **Second Premises**); and

(ii) the Subscriber has not informed Telstra that they have moved address,

the Subscriber may be able to reconnect their modem to an HFC Line at the Second Premises without revalidating their address. Telstra cannot and will not prevent this.

(c) Telstra will ensure that if a Subscriber moves a modem from a Premises in one HFC Deactivation Region to another Premises and attempts to use that modem over an HFC Line in a Premises that has been permanently disconnected in another HFC Deactivation Region, the use of that modem will cause Telstra's systems to perform a service qualification check and prevent the provision of carriage services over that HFC Line.

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## **Schedule 6 Information security principles for development of NBN Information Security Plan**

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### **1 Objective of the NBN Information Security Plan**

- (a) The objective of the NBN Information Security Plan is to set out effective and appropriate measures to ensure that any NBN Co Migration Information:
  - (i) is only disclosed to, and made available for use by, authorised Personnel for a purpose permitted or required by the Definitive Agreements; and
  - (ii) cannot be used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) The NBN Information Security Plan will set out the processes and procedures to be implemented by Telstra which are based on, and give effect to, the principles set out in this Schedule 6.

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### **2 NBN Information Security Plan must detail information security measures and processes**

- (a) The NBN Information Security Plan will detail the measures and processes to be implemented by Telstra in order achieve the objective referred to in clause 1.
- (b) Without limiting clause 2(a), the NBN Information Security Plan will contain the following:
  - (i) a description of the type of NBN Co Migration Information which Telstra receives from NBN Co and which is therefore subject to the Information Security Plan;
  - (ii) the security measures to be implemented on Telstra's information storage systems and data systems that will contain NBN Co Migration Information to ensure that there is no unauthorised disclosure of that information, including:
    - (A) the process for pre-approving specific members of Telstra Personnel or members of specific groups or teams of Telstra Personnel as authorised recipients of NBN Co Migration Information;
    - (B) the mechanisms used to restrict access to systems containing NBN Co Migration Information to those authorised Personnel only;
    - (C) the system monitoring and compliance activities to be undertaken by Telstra, including a usage audit on at least an annual basis;
    - (D) the practices, policies and procedures to be implemented by Telstra regarding collection, storage and archiving security of NBN Co Migration Information, including as required to comply with any applicable laws;
    - (E) the training to be undertaken by Telstra for authorised Personnel in relation to the requirements of the NBN Information Security Plan, including the serious potential consequences of non compliance.

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## 3 Permitted use and disclosure

### 3.1 NBN Information Security Plan will provide for disclosure strictly on a 'need-to-know' basis

- (a) The underlying principle which the NBN Information Security Plan will apply is that NBN Co Migration Information will only be disclosed to, and be made available within Telstra's information and data systems for use or disclosure,
  - (i) by authorised Personnel; and
  - (ii) strictly on a 'need to know' basis.
- (b) The 'need-to-know' principle means that the default position under Telstra's information and data systems will be that Telstra Personnel will not be authorised and will have 'no access' to NBN Co Migration Information unless they establish (either directly or as a consequence of their role or a group which they are a member of being pre-approved) that they 'need-to-know' such information for the purposes of:
  - (i) Telstra performing an agreement with NBN Co; and
  - (ii) either:
    - (A) facilitating the connection by NBN Co or its agents of Premises and commencement of supply of Fibre Services using the NBN Co Fibre Network; or
    - (B) disconnecting carriage services from a Separating Network at Premises in a Rollout Region,
- (c) The NBN Information Security Plan will establish the appropriate and effective processes which Telstra will put in place to:
  - (i) identify and authorise Personnel under clause 3.1(a), who need to know NBN Co Migration Information; and
  - (ii) ensure that Personnel or pre-approved roles or groups use and disclose NBN Co Migration Information for the purposes and in the circumstances contemplated under clause 3.1(b) and otherwise in accordance with the NBN Information Security Plan.

### 3.2 Pre-approval of roles and groups

- (a) The NBN Information Security Plan will establish and document the roles and/or teams within Telstra that will use and disclose particular categories of NBN Co Migration Information;, including specifying how that list of roles and teams can be varied from time to time (with the consent of NBN Co and the ACCC).
- (b) For clarity, the NBN Information Security Plan may provide that particular categories of NBN Co Migration Information may be used by or disclosed to a particular Business Unit or part of a Business Unit, for specified purposes, in accordance with the NBN Information Security Plan.



### 3.3 NBN Co Migration Information will not be made available to Retail Business Units

- (a) Telstra's NBN Information Security Plan will specify that NBN Co Migration Information will not be disclosed to, or made available for use by, Personnel in a Retail Business Unit except:
    - (i) with the prior consent of NBN Co (such consent being received by Telstra only after Commencement); or
    - (ii) in accordance with any purpose specified in the NBN Information Security Plan and approved by the ACCC.
- 

## 4 Compliance and reporting on NBN Co information security

- (a) The NBN Information Security Plan will specify:
  - (i) effective mechanisms to be used by Telstra to monitor compliance with the NBN Information Security Plan, including the means by which Telstra logs requests made by Personnel to be authorised for access to NBN Co Migration Information; and
  - (ii) appropriate periodic reporting to the ACCC in respect of any updated processes or procedures described in the NBN Information Security Plan.
- (b) The NBN Information Security Plan will specify the programs and policies that Telstra will use to:
  - (i) educate relevant Personnel about the requirements of the NBN Information Security Plan; and
  - (ii) ensure compliance by Telstra Personnel with the requirements of the NBN Information Security Plan.
- (c) For clarity, the NBN Information Security Plan, and associated training policies and practices, will reflect that any breaches by Telstra Personnel of the NBN Information Security Plan will be regarded as a serious matter, with the possibility of performance management in appropriate cases.

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## Schedule 7 Required Measures

### Required Measure 1(a) – Pull Through Consents

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#### 1 Background

Pull Through may occur where NBN Co (or its contractors) are unable to ‘push’ its fibre optic cable through the relevant Lead in Conduit (LIC) as required to connect a Premises. In such circumstances, Telstra has agreed that NBN Co may use an existing copper cable or HFC cable, where practicable, to ‘pull through’ its fibre cable (**Pull Through**).

To conduct Pull Through, NBN Co requires various consents, releases and undertakings (**Required Consents**) from Telstra or Telstra Wholesale Customers who acquire or provide services over the relevant cable.

Telstra has provided its own general consents and releases directly to NBN Co under the Definitive Agreements to allow Pull Through on cables over which it provides services. Telstra Wholesale must use reasonable endeavours to obtain the Required Consents from its Wholesale Customers.

Where NBN Co is considering conducting Pull Through using a copper cable in a LIC which is used to provide services to a Wholesale Customer, Telstra must advise NBN Co, amongst other things, that the relevant LIC cannot be used for Pull Through unless all Telstra Wholesale Customers using cables in that LIC have provided the Required Consents.

This Required Measure 1(a) sets out the process Telstra will use to obtain a Wholesale Customer’s Required Consent and record that information in Telstra’s systems so that it can respond to NBN Co in a timely manner about whether a cable is suitable for Pull Through.

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#### 2 Application

For clarity, this Required Measure 1(a) applies only to the Copper Network.

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#### 3 Process for obtaining the Required Consents from Wholesale Customers

##### 3.1 Overview

Telstra will seek the Required Consent from each Telstra Wholesale Customer on an upfront, global basis, i.e. in relation to all wholesale services supplied to that customer from time to time on Telstra’s Copper Network. The Required Consent will mirror the consent that Telstra in its capacity as a service provider has given to NBN Co.

##### 3.2 Briefing Materials

Telstra will:

- (a) make available to Wholesale Customers briefing materials in respect of Pull Through on the Telstra Wholesale Customer Portal (TWCP) and the Telstra Wholesale website;);

- (b) provide written notification to each Telstra Wholesale Customer advising that this information is available and can be discussed with their Telstra Wholesale Account Manager or Business Operations Manager; and
- (c) provide one-on-one briefings on Pull Through to Telstra Wholesale Customers with a significant number of potentially impacted services.

### **3.3 Contractual Documentation**

- (a) Following approval of this Required Measure, Telstra will:
  - (i) provide to Telstra Wholesale Customers a Deed Poll containing the Required Consents in favour of Telstra and NBN Co and a Disclosure Consent; and
  - (ii) via its Account Managers and Business Operations Managers, be available to discuss and answer any questions a Wholesale Customer may have regarding the Deed Poll.
- (b) the Deed Poll will:
  - (i) enable a Wholesale Customer to provide the Required Consents for other members of its corporate group as well as identify other former company names for its group in whose names services may still be registered in Telstra's systems;
  - (ii) allow a Wholesale Customer to terminate the Deed Poll at any time with termination to take effect from the date effected within Telstra systems (which will be within 10 Business Days after receipt of the notice); and
  - (iii) be the mechanism for obtaining operational contacts and contact details to be used in the event that there is a Pull Through Exception Event (i.e. if there is an issue when Pull Through is conducted). Wholesale Customers will need to provide and keep updated the relevant contact details for Telstra to use when notifying customers of a Pull Through Exception Event.
- (c) Termination of a Deed Poll under paragraph (b)(ii) above will not affect Pull Through activities that have already commenced.
- (d) The Disclosure Consent will permit Telstra to disclose to:
  - (i) NBN Co the Wholesale Customer's name as the provider of services carried on a particular cable; and
  - (ii) the ACCC that the Wholesale Customer has consented to the Deed Poll, or has not consented to the Deed Poll, as the case may be, as part of Telstra's reporting obligations under the Migration Plan.
- (e) Telstra will separately record in its systems whether the Disclosure Consent has been obtained.
- (f) Telstra will provide the ACCC with copies of any of the signed Deed Polls and Disclosure Consents upon request.

### **3.4 Recording of Wholesale Customer interaction**

- (a) Telstra will record in its Customer Relationship Management system (Nexus) all key Wholesale Customer interactions including the following:

- (i) Telstra GMD notifications to Wholesale Customers of Pull Through materials;
  - (ii) the name of each Wholesale Customer invited to a briefing on Pull Through and whether that Wholesale Customer attended the briefing;
  - (iii) the date upon which a Deed Poll was sent to a Wholesale Customer for signing;
  - (iv) the date upon which a Disclosure Consent was sent to a Wholesale Customer for signing;
  - (v) the name of each Wholesale Customer who refused to return a signed Deed Poll;
  - (vi) the name of each Wholesale Customer who refused to return a signed Disclosure Consent;
  - (vii) the date upon which a signed Deed Poll was received from a Wholesale Customer; and
  - (viii) the date upon which a signed Disclosure Consent was received from a Wholesale Customer.
- (b) Nexus will contain a perpetual link to the stored electronic copy of the Deed Poll and Disclosure Consent in Telstra's Enterprise Document Management System (EDMS).
- (c) Once pull through activity commences, Telstra anticipates the following will occur:
- (i) the details of the consent(s) provided will be included in the Wholesale Data Repository (**WDR**) update provided from Nexus each day and uploaded into the NBN Transition Tool (**NTT**), a database tool which includes functions such as address-matching, NBN rollout scheduling and customer migration tracking; and
  - (ii) there will be a daily data feed from WDR to NTT which will ensure that consent details are consistently updated. Access to NTT will be regulated by the provisions of the NBN Information Security Plan to the extent the information relates to FTTP-Connected Premises.
- (d) The default position in WDR and NTT will be set to No – no Pull Through Activities and no disclosure of the Wholesale Customer's name, until the relevant signed documentation has been provided by the Wholesale Customer and the details are updated in Telstra's systems.

### 3.5 Withdrawal of Required Consents

A Required Consent may be withdrawn by a Wholesale Customer at any time by terminating the Deed Poll following the formal notice procedures provided in the Deed Poll and advising the Telstra Wholesale Account team in writing.

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## 4 Equivalence

- (a) Telstra retains some contractual rights in respect of NBN Co's activities during Pull Through (in particular, in respect of Pull Through Exception events). To the extent that Telstra has a contractual right to seek performance by NBN Co of its

obligations to perform cable rectification activities in respect of a cable used for pull-through or a temporary cable, Telstra will enforce those rights equivalently (regardless of whether the end user impacted is a customer of Telstra Retail or a Telstra Wholesale customer).

- (b) Telstra has provided to NBN Co similar releases and indemnities in NBN Co's favour in respect of NBN Co conducting Pull Through activities.

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## 5 Reporting

Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26.2 of the Plan, information as to:

- (a) the number of Wholesale Customers that have consented to Pull Through;
- (b) the number of Wholesale Customers that have not consented to Pull Through; and
- (c) the number of Wholesale Customers that withdrew their consent to Pull Through during the relevant Quarter.

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# Amended Required Measure 1(b) – Pull Through Exception Event and Installation of Temporary Cable Notifications

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## 1 Background

This Required Measure 1(b) complements Required Measure 1(a) by setting out the process by which Telstra will communicate to an affected Wholesale Customer that Telstra has received notification from NBN Co of a Notification Event.

A Notification Event for the purposes of this Required Measure is where:

- (i) NBN Co is prevented by a Pull Through Exception Event from completing Pull Through Activities, Cable Rectification or the installation of a Temporary Cable at a Premises and which relates to a Copper Line used to supply a Wholesale Service; or
- (ii) NBN Co has installed a Temporary Cable which is being used to supply a Wholesale Service.

Business Hours means the hours between 9.00am and 5.00pm on a Business Day.

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## 2 Application

For clarity, this Required Measure 1(b) applies only to the Copper Network.

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## 3 Types of Pull Through Exception Events

A Pull Through Exception Event can occur at any time during Pull Through Activities, installation of a Temporary Cable or Cable Rectification for a LIC. The three most common types of Pull Through Exception Events are:

- (a) Where NBN Co is prevented from completing Pull Through Activities due to not being able to pass through the LIC to the Premises and therefore not completing Cable Rectification. For example, this could occur where NBN Co starts Pull Through Activities for which it has consent, but during the Pull Through Activities an end user withdraws its consent for NBN Co to be at the Premises.
- (b) Where the Copper Line was fully or partly removed as part of Pull Through Activities but NBN Co is not able to return the previous (or replacement) Copper Line back into the LIC and Telstra copper services cannot be reconnected. For example when very bad weather requires NBN Co to leave the site and prevents NBN Co re-inserting the Copper Line to allow the supply of services by Telstra.
- (c) Where NBN Co is prevented from installing a Temporary Cable to provide services on the NBN (and has not otherwise been able to complete Cable Rectification).
- (d) Note: For the purposes of this Required Measure 1(b), installation of Temporary Cable is only associated with Pull Through Activity. NBN Co will only install a Temporary Cable when Cable Rectification is unsuccessful. An example is when a blockage in the LIC prevents the existing copper cable from being reinstated in the LIC and a Temporary Cable needs to be used instead of the copper cable, however to install that Temporary Cable would expose NBN Co to an unmanageable workplace health and safety risk.

## 4 The Notification Process for Notification Events

- (a) The notice required to be given by Telstra to an affected Wholesale Customer in accordance with clause 10.3 of the Plan will be given via the Telstra Wholesale LOLS.
- (b) The notice to Wholesale Customers on LOLS will include:
- (i) the Telstra fault reference number;
  - (ii) the service address and/or NBN location ID;
  - (iii) Exception Event start date and time;
  - (iv) Reason for Pull through Exception Event; and
- any other information provided by NBN Co to Telstra in respect of the Notification Event, except information which is the confidential information of NBN Co (e.g. contact details of the NBN Co technician).
- (c) An affected Wholesale Customer may search the LOLS fault records to track progress of the record using search functions based on either
- (ii) the Telstra fault reference number provided in the notification; or
  - (iii) the FNN.
- (d) In the event that NBN Co does not give notice to Telstra of the Notification Event, Telstra is not required to give notice to the affected Wholesale Customer.
- (e) Telstra will operate, between 7am to 8pm Sydney time Monday to Friday, excluding national public holidays (unless otherwise agreed with NBN Co) a help desk:
- (i) located outside Telstra Retail; and
  - (ii) staffed by trained Telstra employees who are experts in communication activities.
- (f) The steps set out in Table 1 below show how Telstra will notify an affected Wholesale Customer of a Notification Event that has been received by Telstra from NBN Co.

**Table 1**

Steps	Description	Initiating Party	Receiving Party
1 NBN Co reports Notification Event to Telstra	NBN Co will notify Telstra (current arrangements are that this will occur by telephone to Telstra's help desk) that a Notification Event has occurred at a Premises. This notification could occur inside or outside Business Hours, but it must occur within the hours of operation of the help desk (as set out below).	NBN Co	Telstra help desk
2 Telstra	At the same time that the telephone notification is being	Telstra help	Telstra

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Steps	Description	Initiating Party	Receiving Party
records Notification Event in its IT system	received, Telstra help desk staff will update Telstra's IT data system developed for storing migration address and service information ( <b>NTT</b> ), to include a record of the fact that a Notification Event has occurred at the Premises. This IT record in NTT will include the information about the Notification Event that occurred, as advised by NBN Co.	desk	(NTT System)
3 Identification of affected Wholesale Customer	<p>Telstra's help desk staff will load the information into the NTT system. The NTT system will match the details of the Premises as notified by NBN Co with the details in Telstra's own systems. The NTT system will present information to the Telstra help desk identifying any Wholesale Customers affected by the Notification Event.</p> <p>If NTT presents more than one Wholesale Customer providing services at the Premises and NBN Co does not notify Telstra which Wholesale Customers are affected by the Notification event, then Telstra will notify all Wholesale Customers potentially impacted by the Notification Event.</p>	Telstra help desk	Telstra NTT system
4 Flag in assurance systems	<p>Telstra's assurance system for recording service faults (currently SIIAM for copper services) will be updated by the staff at the Telstra help desk as part of registering the notification information. The timeframe for this step being completed is expected to be within minutes of the receipt of the notification information.</p> <p>The update will flag the services at the Premises so that if a fault is reported at the Premises, the Notification Event can be communicated to the customer who may be inquiring about the fault, whether that customer is a Wholesale Customer or a retail customer.</p> <p>The update in SIIAM will automatically trigger a corresponding update of LinxOnline Service (<b>LOLS</b>). Wholesale Customers can access key information about the Notification Event through LOLS.</p>	Telstra help desk	Assurance system
5 Notify Telstra Wholesale	Telstra help desk staff will then advise the designated Telstra point of contact for Telstra Wholesale of the Notification Event. This notification will occur via email to an established Telstra Wholesale email address. After the email is sent the NTT update is completed.	Telstra help desk	Telstra Wholesale contact Point
6 Telstra notify Wholesale Customer	<p>The Telstra Wholesale point of contact will organise for the Wholesale Customer to be advised that the Pull Through Exception Event occurred.</p> <p>Telstra will notify the Wholesale Customer as soon as reasonably practicable, but in any event ,within 2 Business Hours of Telstra being advised by NBN Co of a Notification Event to the Telstra help desk during its hours of operation as described below, in at least 90% of cases, and within 4 Business Hours in all remaining</p>	Telstra Wholesale point of contact	Telstra Wholesale Customer

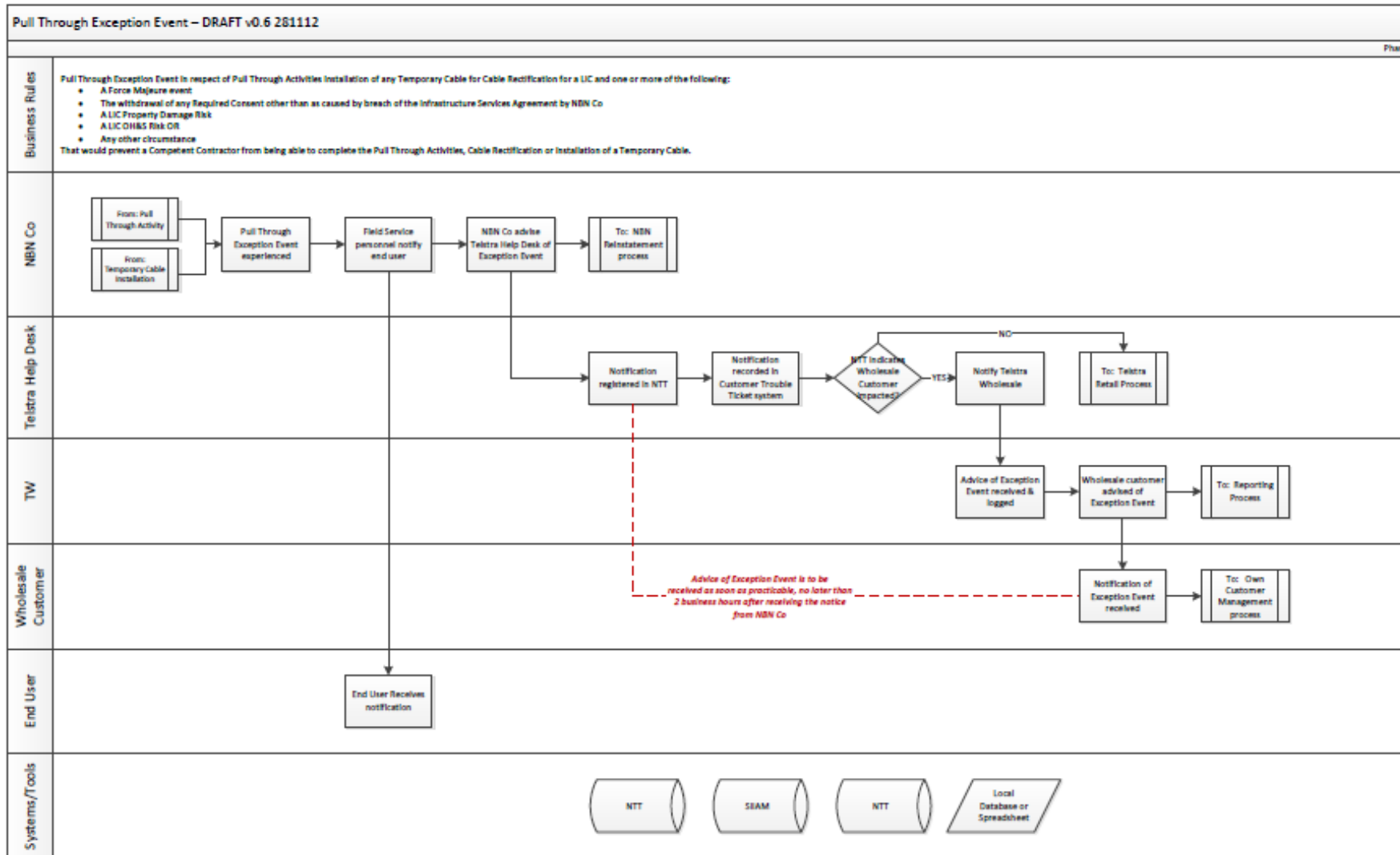


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Steps	Description	Initiating Party	Receiving Party
	<p>cases.</p> <p>Telstra will advise the Wholesale Customer of the Notification Event and the fault reference number or the FNN, and will direct the Wholesale Customer to LOLS for details of the Notification Event.</p> <p>The details of the Notification Event available to the Wholesale Customer on LOLS will contain all the relevant information from SIAM set out in 2(b) above.</p>		
7 Acknowledge ment	The Telstra Wholesale Customer will then acknowledge receipt of notification from Telstra and proceed to initiate their customer communications.	Telstra Wholesale Customer	Telstra Wholesale
8 Record contact	Telstra will record and store all advices to and from Telstra Wholesale customers about Notification Events in accordance with Telstra's record keeping practices.	Telstra Wholesale	Telstra Wholesale database

- (g) Diagram 1 below is a flow diagram which illustrates the communications process for Pull Through Exception Events from end to end.

Diagram 1



\*Note the process for notification may vary in order to meet the timeframe. Telstra will endeavour to use its BAU process to communicate Notification Events and will work with Wholesale Customers over time to determine an appropriate communications process that is designed to meet the 2 Business Hour timeframe.

## Equivalence

- (a) Telstra's process to notify a Wholesale Customer of a Notification Event will be equivalent as between Wholesale Customers and Telstra's Retail business units in respect of Telstra updates to the fault reporting databases, which automatically create a fault record in LOLS.
- (b) The step to notify a Wholesale Customer of a Notification Event (as set out in step 6 of Table 1 in paragraph 4(f) of this Required Measure 1(b)) is a notification made to Wholesale Customers only, and is in addition to any notification of a Pull Through Exception Event to a Telstra Retail business unit.

## Reporting

Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26.2 of the Plan, information as to the:

- (a) total number of Notification Events that were notified by NBN Co to Telstra for the relevant Quarter in all Rollout Regions on or after the Ready for Service Date;
- (b) total number of Notification Events that were notified by NBN Co to Telstra for the relevant Quarter in all Rollout Regions on or after the Ready for Service Date that affected one or more Wholesale Customers;
- (c) total number of Notification Events that were notified by NBN Co to Telstra for the relevant Quarter in all Rollout Regions on or after the Ready for Service Date that affected one or more Wholesale Customers, and which Telstra provided notification to all the relevant Wholesale Customers under this Required Measure; and
- (d) percentage of Notification Events communicated to Wholesale Customers for the relevant Quarter in all Rollout Regions within:
  - (i) 2 Business Hours; and
  - (ii) 4 Business Hours,

from Telstra receiving notification from NBN Co of the Notification Event for the affected Wholesale Customer.

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# Required Measure 4 – Process for Telstra to Build Copper Paths at Premises which had been Permanently Disconnected, in order to Supply Special Services and Special Service Inputs to that Premises

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## 1 Background

Under the Plan Telstra:

- (a) is subject to cease sale obligations and required to cease supplying most Copper Services on a region by region basis 18 months after the Disconnection Date for each Rollout Region);
- (b) is to continue to accept new orders for, and continue to supply, each SS Class of Direct Special Service and each Special Service Input certified by a Wholesale Customer under clause 22.6 or 22.7 of the Plan, in respect of a Premises which is Passed in a Rollout Region even where a Premises becomes serviceable by the NBN or after the Disconnection Date for the relevant Rollout Region, up until the Disconnection Date for the relevant SS Class.

This Required Measure 4 sets out the specific processes which Telstra will use to build Copper Paths at Premises which have been Permanently Disconnected, in order to supply Direct Special Services or Special Service Inputs.

Note: Schedule 5 of the Plan sets out the various steps which Telstra may take in its systems which, together, constitute permanent disconnection of a Copper Path (Permanent Disconnection). These steps extend beyond what Telstra ordinarily does when it cancels a voice or broadband service, under its existing processes for service cancellation.

### 1.2 Scope of this Required Measure

- (a) This Required Measure 4 only applies where Telstra receives an order for the supply of a new Direct Special Service or a Special Service Input for the applicable SS Class prior to the Disconnection Date for that SS Class, in respect of Premises that have been previously Permanently Disconnected in accordance with Schedule 5.
- (b) The scope of this Required Measure 4 is limited to the building of the logical Copper Path (including reconnection of jumpers where necessary) for the purposes of supplying an ordered Direct Special Service or Special Service Input to a Premises essentially by reversing the set of characteristics that constitute Permanent Disconnection.
- (c) In the event that the removal and/or decommissioning of physical copper infrastructure becomes part of the standard process for Permanently Disconnecting a Copper Path, Telstra will develop additional processes to address the requirement and will submit a variation of this Required Measure 4 to the ACCC for approval.
- (d) If an order has been placed for a Direct Special Service or a Special Service Input at a Premises which has had a service cancelled but has not been Permanently Disconnected, the order will be processed through Telstra's business as usual

connection processes and the processes set out in this Required Measure 4 will not apply.

- (e) Nothing in this Required Measure:
  - (i) requires Telstra to supply a Direct Special Service or a Special Service Input after the Disconnection Date for the relevant Special Service Class to which it relates;
  - (ii) requires Telstra to remove or decommission the physical Copper Line (over which the Copper Path is built) as part of this process; or
  - (iii) prevents Telstra from reconnecting a Premises that has been permanently disconnected in error, where this is permitted by the Migration Plan and subject to agreement with NBN Co.
- (f) Ordinary design, construction and installation of new Copper Lines forming part of Telstra's business as usual maintenance program is not a matter which relates to building a Copper Path, as contemplated by clause 22.2 of the Plan, and is not included within the scope of this Required Measure 4.

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## 2 Application

For clarity this Required Measure 4 applies to the Copper Network only.

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## 3 The process for building Copper Paths

### 3.1 Equivalence in the approval process

Telstra will ensure that the Telstra personnel providing authorisation for a Copper Path that has been previously Permanently Disconnected to be rebuilt will use an equivalent process in respect of the receipt of the request for approval, consideration of the request and provision of the decision, regardless of whether the request for a Direct Special Service or Special Service Input relates to a Wholesale Customer or a Telstra Retail customer.

### 3.2 Utilisation of Existing Processes

This Required Measure 4 builds on Existing Processes that are used in the supply of the relevant services, with the following modifications:

- (a) Each order for a Direct Special Service or Special Service Input to a Premises will be assessed as part of the initial order acceptance process to determine if:
  - (i) the Premises is within the Fixed Line Footprint;
  - (ii) the order is received before the Disconnection Date for the SS Class to which the particular Direct Special Service or Special Service Input belongs, and
  - (iii) the Premises has been Permanently Disconnected.
- (b) Telstra will undertake a modified provisioning process to build the Copper Path required for a Direct Special Service or Special Service Input by varying the status of the Copper Path in Telstra's NPAMS data system from:

- (i) "V" (indicates that a cable pair is vacant);
  - (ii) to "W" (indicates that a cable pair is pending connection and is associated with an outstanding service order); and
  - (iii) then to "C" (indicates that a cable pair is connected),
- and (in the case of an order for a Special Service Input) to perform reconnection of jumpers.
- (c) All other steps in the activation and provisioning process reflect Existing Processes for the provisioning of a new service of that type.

### **3.3 Line Sharing Service (LSS)**

- (a) If the Plan prevents Telstra from supplying a new PSTN service to a Premises which has been Permanently Disconnected, Telstra will supply ULLS as a Special Service Input under this Required Measure. If Telstra receives an order from a Wholesale Customer for the rebuilding of a Copper Path in order to supply LSS as a Special Service Input, Telstra will:
  - (i) reject the order for a LSS from the Wholesale Customer;
  - (ii) inform the Wholesale Customer that the order has been rejected and suggest that the Wholesale Customer order a ULLS; and
  - (iii) provision a ULLS upon receipt of the Wholesale Customer's order, in accordance with Telstra's Business as Usual process.
- (b) For clarity, Telstra is not able to provision an order for LSS for use as a Special Service Input as LSS requires an underlying active PSTN service in order to be provisioned.
- (c) Telstra will provide Wholesale LSS Customers with specific communications about the ordering process for Special Service Inputs within one month of this Required Measure being accepted by the ACCC.

### **3.4 Primary Telstra Provisioning Systems for Special Service orders**

- (a) Telstra's primary provisioning systems used to order Special Services and Direct Special Services / Special Service Inputs are set out in Table 1 below:

**Table 1. Primary provisioning systems and Direct Special Services/Special Service Inputs**

Primary provisioning system	Direct Special Services / Special Service Inputs
AMCO/TCSS	DDS Fastway (if 2MBit/s component required)* Frame Relay (if 2MBit/s component required)* Data Access Radial (if 2MBit/s Component required)* Wholesale ATM (over copper) Megalink Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service ISDN 10/20/30
RASS	Ethernet Lite BDSL VGDL DDS Low speed DDS Fastway Frame Relay CustomNet Spectrum Data Access Radial Wholesale Business DSL ATM (Rebill)
Emptor/AXIS	ISDN 2 STS / ADSL / ADSL 2+ (only for the supply of Remote Telemetry or Telstra Secure) Telstra Traffic Light Services Customer Operated Payphones Retail ATM (over copper) Payphones (retail)
ULLCIS/AXIS	ULLS

*\*The systems used to provision DDS Fastway, Frame Relay and Data Access Radial services vary based on the level of bandwidth required. At bandwidth of 2Mbps and above, these services are typically provided using fibre rather than copper.*

- (b) In each case, the only substantive difference in the process used for provisioning Direct Special Service orders from Retail Customers and Special Service Inputs orders from Wholesale Customers is the front-end process by which the order is received, and the particular processes by which Telstra communicates to the customer.

- (c) The ULLS provisioning process uses a wholesale-only process, which is different in a number of respects from Direct Special Services.
- (d) The processes by which Telstra will build a Copper Path in accordance with clause 22.2 of the Plan in respect of each of the systems listed above is set out in Schedule 1.

### 3.5 Equivalence in process timing

To the extent that a process in Schedule 1 for rebuilding Copper Paths is used to supply orders for the same type of Direct Special Service to both Wholesale Customers and Retail Customers, Telstra will ensure that where the work is of an equivalent nature, the processes Telstra will use to rebuild the copper path to provision an order for a Direct Special Service will be conducted in an equivalent manner for Wholesale Customers and Retail Customers for that type of Direct Special Service.

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## 4 Reporting

- (a) Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26.2 of the Plan, information as to:
  - (i) the total number of activations made during the Quarter of Direct Special Services and Special Service Inputs for which Telstra has built a Copper Path under this Required Measure at Premises within the Fixed Line Footprint;
  - (ii) the number of activations made during the Quarter of Direct Special Services for Retail Customers for which Telstra has built a Copper Path under this Required Measure at Premises within the Fixed Line Footprint; and
  - (iii) the number of activations made during the Quarter of Direct Special Services and Special Service Inputs for Wholesale Customers for which Telstra has built a Copper Path under this Required Measure at Premises within the Fixed Line Footprint.
- (b) The metrics set out in subparagraphs (a)(i) to (iii) above will be reported confidentially in Telstra's Migration Plan Report.



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## Attachment A - Processes for building Copper Paths

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### Ordering and provisioning of Wideband (AMCO) Direct Special Services

#### Relevant Direct Special Services

- DDS Fastway (if 2MBit/s component required)
- Frame Relay (if 2MBit/s component required)
- Data Access Radial (if 2MBit/s component required)
- Wholesale ATM (over copper)
- Megalink
- Wholesale Transmission- CRA 163- Telstra domestic tail transmission capacity service
- ISDN 10/20/30

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive an order for a Wideband service	An order is received from a customer and comes in either through online, fax, telephone, email or another form of communication to the customer facing business unit. A customer services representative reviews the order to ensure that all details are completed and enters the order in AMCO. For ISDN services the port allocation and number is automatically allocated.	Customer	Customer facing business unit

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.2	Perform Pre-Appraisal	<p>Orders are pre-appraised once they have been released from AMCO to TCSS. The work covers the following tasks:</p> <ul style="list-style-type: none"> <li>• Check if the Premises is in Fixed Line Footprint, prior to the Disconnection Date for the relevant SS Class, and Permanently Disconnected</li> <li>• Interrogate Telstra’s databases to determine whether there is internal and/or external work that needs to be performed.</li> <li>• Check order detail, Service type, ‘A’ and/or ‘B’ addresses, name and contact details for Customer and FOH, Separable portions, Disability Action Plan and any other pertinent notes.</li> </ul>	Wideband team	Network Construction/ Contractors
1.3	Determine Categorisation of Order	<p>The orders go through a categorisation phase where they have an administrative assessment to check that it is a clean ticket of work, the type of service order, Full National Number (FNN) and completing any work management details so that the order is ready for technical assessment.</p> <p>An appraisal is performed to determine the address details, equipment requirements, cable routes, cable lengths, whether there are any environmental/heritage issues and then produces the Graphical Data Display (GDD) drawings. A site assessment is also organised for a physical check and to determine any other site issues.</p> <p>A technical assessment is performed, which checks for the provisioning requirements to build the copper path.</p> <p>Cases where new infrastructure, such as new copper lines, need to be built are outside the scope of this process. Such cases are progressed by the Network Construction team.</p>	Network Construction/ Contractors	Network Construction/ Contractors

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.4	Obtain Senior Management approval	If the Premises has been determined to be in an NBN Fixed Line Footprint in a Rollout Region, Permanently Disconnected, and prior to the Disconnection Date for the relevant SS Class approval to provide the Special Service over copper is required from Telstra personnel employed at the level of director or higher, in a Business Unit that is not a Retail Business Unit. Note: this step may occur earlier or later in the process, as it is subject to IT system requirements that are yet to be built.	Network Construction	Senior Management (in a Business Unit that is not a Retail Business Unit)
1.5	Update information in network IT systems	Once approved, the Copper Path is allocated to the order. The NPAMs status is changed from "V" to "W".	Network Construction	Network database management staff
1.6	Perform Internal Construction	The Internal Construction Technician installs the necessary telecommunications equipment as set by the technical manual specification when providing the service order/s to the Customer/End User. Data provisioning is completed. At the completion of the installation i.e. at both the Exchange and the Premises, the Technician will conduct tests on the service(s) prior to commissioning for use	Network Construction/ Contractors	Customer facing business unit
1.7	Perform Activation tasks	Activation and final testing is carried out, ensuring all software/configuration is complete, related service orders are also complete and liaising with the Customer regarding completion and handover of the services. Status of NPAMs changes from "W" to "C".	Network Construction/ Contractors	Customer facing business unit

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.8	Finalise Service Order and Update Billing	<p>Check the accuracy of the order and processes the order to archive to billing.</p> <p>Check for fee for service charges and if applicable, processes the charges so that the Customer is invoiced.</p> <p>Generate completion advice which is then forwarded to the Customer/Project Manager/Account Executive confirming activation has been provided.</p> <p>The order will then download the billing information to the Telstra Billing System</p>	Customer facing business unit	End

## Ordering and provisioning of RASS-based Direct Special Services

### Relevant Direct Special Services

- Ethernet Lite BDSL
- VGDL
- DDS Low speed
- DDS Fastway
- Frame Relay
- CustomNet Spectrum
- Data Access Radial
- Wholesale Business DSL
- ATM (Rebill)

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive an order for a narrowband service	An order is received from a customer and comes in either through online, fax, telephone, email or another form of communication to the customer facing business unit. A customer services representative reviews the order to ensure that all details are completed and enters the order in RASS.	Customer	Customer facing business unit
1.2	Analyse Customer requirements	The requirements are analysed and the customer services representative determines whether a feasibility study or a service qualification (SQ) is required. If a feasibility study is required, it is submitted to the Special Services design team and the results showing the viable product solutions are returned. If an SQ is required, the SQ will also determine the product solution options for the Customer.	Customer Services Representative in customer facing business unit	Customer Services Representative in customer facing business unit

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.3	Validate and raise the order in the system	Validate and enter the order in the system so that the Special Service can be provisioned.	Customer Services Representative in customer facing business unit	Special Services Design
1.4	Receive order from the queue and validate details	Retrieve the order from the queue and validate that all the required details are available. Check if the Premises is in the Fixed Line Footprint, prior to the Disconnection Date for the SS Class, and Permanently Disconnected.	Special Services Design	Special Services Design
1.5	Perform preliminary design work and cable allocation	<p>Perform preliminary design work to determine what infrastructure exists to support the service including:</p> <ul style="list-style-type: none"> <li>• Check latest finishing date.</li> <li>• Perform cable feasibility check (distance/loss).</li> <li>• Allocate required cable pairs</li> </ul> <p>Cases where new infrastructure, such as new copper lines, need to be built are outside the scope of this process. Such cases are progressed by the network construction team to decide whether to provision the service.</p>	Special Services Design	Special Services Design
1.6	Obtain Senior Management approval	If the Premises has been determined to be in an NBN Fixed Line Footprint in a Rollout Region, prior to the Disconnection Date for the SS Class, and Permanently Disconnected, approval to provide the Special Service over copper is required from Telstra personnel employed at the level of director or higher, in a Business Unit that is not a Retail Business Unit. Note: this step may occur earlier or later in the process, as it is subject to IT system requirements that are yet to be built.	Special Services Design	Senior Management (in a Business Unit that is not a Retail Business Unit) and back to Special Services Design

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.7	Update information in network IT systems	Once approved, allocate the Copper Path to the order in NPAMS. The status in NPAMS will automatically change from "V" to "W".	Special Services Design	Network Database Team
1.8	Allocate the field work force	Indicate whether line work is required, allocate/check the installation workforce/depot and allocate the testing depot	Special Services Design	Special Services Design
1.9	Determine NTU / Equipment if required	Determine and allocate NTU/equipment where required.	Special Services Design	Special Services Design
1.10	Issue the order	Issue the order to the Exchange Network Maintenance Group so that they can complete their required work	Special Services Design	Exchange Network Maintenance Group
1.11	Complete line work and exchange/port connections	<p>Exchange / port work is completed based on:</p> <ul style="list-style-type: none"> <li>• Lines persons cross connects jumper at Pillar or Cabinet if required.</li> <li>• Communications Technician (CT) jumper mains cable to exchange port equipment</li> </ul>	Exchange Network Maintenance Group	Customer Service Management
1.12	Perform pre-programming where required	Where required the Permanent Virtual Circuit (PVC) and the NTU are configured	Customer Service Management	Special Services Design
1.13	Install NTU/Equipment at Customers premises	CT completes internal cabling and installs socket for NTU connection, Installs NTU and down loads any Configuration files and tests NTU and commissions' service.	Special Services design	Customer Service Management
1.14	Final testing and handover to the Customer	Where required, ensure any required equipment has been tested and service parameters are correct. Also ensure the order is complete in the systems. Change status in NPAMS from "W" to "C".	Customer Service Management	Telstra Delivery Consultant

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<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.15	Finalise Service Order and update billing	<p>Check the accuracy of the order and processes the order to archive to billing.</p> <p>Check for fee for service charges and if applicable, processes the charges so that the Customer is invoiced.</p> <p>Generate completion advice which is then forwarded to the Customer/Project Manager/Account Executive confirming activation has been provided.</p> <p>The order will then download the billing information to the Telstra Billing System</p>	Telstra Delivery Consultant	End



## Ordering and provisioning of EMPTOR/AXIS-based Direct Special Services

### Relevant Direct Special Services

- ISDN 2
- STS / ADSL / ADSL 2+ (only for the supply of Remote Telemetry or Telstra Secure)
- Telstra Traffic Light Services
- Customer Operated Payphones
- Payphones (Retail)
- Retail ATM (over copper)

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive an order for a special service	An order is received from a customer and comes in either through online, fax, telephone, email or another form of communication to the customer facing business unit. A customer service representative reviews the order to ensure that all details are completed and enters the order in EMPTOR.	Customer	Customer facing business unit
1.2	Enter Order into System	<p>Raises the order in the system and enters various details as per the bullet points below</p> <ul style="list-style-type: none"> <li>• Check if the Premises is in the Fixed Line Footprint, prior to the Disconnection Date for the relevant SS Class, and Permanently Disconnected</li> <li>• Check that Customer exists in Telstra's systems</li> <li>• Check location exists against other address qualification tools</li> <li>• Enter the product codes and product details for Service and Equipment</li> <li>• Assign the FNN to the Customer</li> <li>• Enter the Exchange Unit (EU) details</li> </ul>	Customer Service Representative in customer facing business unit	Wireline Activation Solutions

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		and Directory Details.		
		<ul style="list-style-type: none"> <li>Book/Schedule an Appointment in the system –and a Telstra Reference Number (TRN) is created for the appointment.</li> <li>Enter the Property ID for billing.</li> <li>Submit the order</li> </ul>		
1.3	Receive/retrieve order and validate the details	Receive the order and validate the segments/services	Wireline Activation Solutions	Wireline Activation Solutions
1.4	Check NPAMS for plant information	<p>Perform a preliminary design to determine what infrastructure exists and whether there is an infrastructure shortfall (copper exists to support the service) in NPAMS (Network Plant Assignment and Management system).</p> <p>Cases where new infrastructure, such as new copper lines, need to be built are outside the scope of this process. Such cases are progressed by the network construction team to decide whether to provision the service.</p>	Wireline Activation Solutions	Wireline Activation Solutions
1.5	Obtain Senior Management approval	<p>If the Premises has been determined to be in an NBN Fixed Line Footprint in a Rollout Region, prior to the Disconnection Date for the relevant SS Class, and Permanently Disconnected, approval to provide the Special Service over copper is required from Telstra personnel employed at the level of director or higher, in a Business Unit that is not a Retail Business Unit.</p> <p>Note: this step may occur earlier or later in the process, as it is subject to IT system requirements that are yet to be built.</p>	Wireline Activation Solutions	Senior Management (in a Business Unit that is not a Retail Business Unit) and back to Wireline Activation Solutions
1.6	Update information in network IT systems	Once approved, change the status in NPAMS from “V” to “W” and the Copper Path is allocated to the order.	Network Construction	Network database team

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.7	Retrieve order and update NPAMS with Plant Information	Retrieve the order and update NPAMS with any additional information, the order is automated and moves through to the field staff to complete any line/exchange work	Wireline Activation Solutions	Exchange Network Maintenance Group
1.8	Complete line work and exchange/port connections	<p>Exchange / port work is completed based on:</p> <ul style="list-style-type: none"> <li>• Lines persons cross connects jumper at Pillar or Cabinet if required.</li> <li>• Communications Technician (CT) jumper mains cable to exchange port equipment</li> </ul>	Exchange Network Maintenance Group	Customer Service Management
1.9	Final testing and handover to the Customer	Where required, ensure any required equipment has been tested and service parameters are correct. Also ensure the order is complete in the system. Change status of NPAMs from "W" to "C"	Customer Service Management	Telstra Delivery Consultant
1.10	Finalise Service Order and update billing	<p>Check the accuracy of the order and processes the order to archive to billing.</p> <p>Check for fee for service charges and if applicable, processes the charges so that the Customer is invoiced.</p> <p>Generate completion advice which is then forwarded to the Customer/Project Manager/Account Executive confirming activation has been provided.</p> <p>The order will then download the billing information to the Telstra Billing System</p>	Telstra Delivery Consultant or System Automation	End

## Ordering and provisioning of Wholesale ULL as a Special Service Input

### Wholesale ULL only

This section sets out the process by which a Copper Path will be reconnected in order to provision a Special Service Input to the Wholesale Customer seeking access (the Access Seeker).

The relevant Special Service Input in this case is Wholesale ULL.

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive a new ULLS	<p>ULLS Notification is received from the Access Seeker via batched file. The file is validated against the various systems/tables.</p> <p>Once the system completes all validations successfully, the system will allocate a unique ULL Service Number or reject the order.</p>	Access Seeker	ULLCIS (System)
1.2	Perform Pre-SQ Number allocation	<p>Allocate a Full National Number (FNN) prior to performing service qualification (SQ).</p> <p><b>NOTE:</b> This will enable the Wireline Activation Solution (WAS) team, after a successful SQ, to reserve the Cable details, which in effect reserves the cable prior to order issue. This will ensure that the cable identified is not 'lost' in between the SQ stage and order issue stage.</p>	ULLCIS (System)	ULLCIS
1.3	Perform Service Qualification	<p>The system will conduct a SQ to establish that the ULLS can be provided. The request will fall to manual process for the WAS staff to complete, due to the Premises being in the Fixed Line Footprint. WAS will check if the Premises is Permanently Disconnected and prior to the Disconnection Date for the relevant SS Class.</p>	Wireline Activation Solution Staff /ULLCIS	Wireline Activation Solution Staff /ULLCIS
1.4	Obtain Senior Management approval	<p>If the Premise has been determined to be in an NBN Fixed Line Footprint in a Rollout Region, prior to the Disconnection Date for</p>	Wireline Activation Solution Staff	Senior Management (in a Business Unit that is not a Retail

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		the relevant SS Class, and Permanently Disconnected, approval to provide the Special Service over copper is required from Telstra personnel employed at the level of director or higher, in a Business Unit that is not a Retail Business Unit. Note: this step may occur earlier or later in the process, as it is subject to IT system requirements that are yet to be built.		Business Unit) and back to Wireline Activation Solution Staff
1.5	Update information in network IT systems and complete Service Qualification	Once approved, WAS staff reserve the cable path against the ULLS. The status in NPAMS is changed from "V" to "W".	Wireline Activation Solution Staff	Wireline Activation Solution Staff
1.6	Create appointment / order provisioning	For a successful SQ, the system will create an appointment and raise a New ULL order.	WCTA Staff /ULLCIS	WCTA Staff /ULLCIS
1.7	Confirm ULL Notification	ULLCIS will send a Confirmation Advice to the Access Seeker. The Access Seeker has five clear business days from receipt of the Confirmation Advice to confirm the request to proceed by submitting a Cutover Notification.	ULLCIS	ULLCIS
1.8	Send/Receive Cutover Notification	<p>Cutover Notification is received via batched electronic file. The following then occurs:</p> <ul style="list-style-type: none"> <li>• Check that an active ULLS Notification exists for the same Access Seeker.</li> <li>• Based on the Band/POI, check that cutover date falls within the lead-time.</li> <li>• Check if a valid Customer Authority (CA) signed Date exists for the Request.</li> <li>• If valid, the system automatically creates an appointment and generates a Confirmation advice to the</li> </ul>	Wireline Activation Solution Staff /ULLCIS	WCTA Staff /ULLCIS

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		Access Seeker.		
1.9	New ULL order updated	ULLCIS updates the ULL order with the Access Seeker requested Appointment.	WCTA Staff/ULLCIS	WCTA Staff/ULLCIS
1.10	Cutover Notification complete	At Cutover the Technician will build the ULL path at the Exchange Service Area, and then attend the End User site to complete the ULL. If it is determined that a service Lead-in is required, the technician would follow the BAU process for "New lead-in, reactive on the day associated with a new service order". Once completed the Technician will book off the ticket of work and advise the WAS team. The system will monitor order completion on customer required date and auto-complete the Cutover Notification. A Completion Advice is submitted to the Access Seeker.	Wireline Activation Solution Staff /ULLCIS	Customer Service Rep
1.11	Order complete	Orders will download to Telstra Billing Systems automatically on completion and bill accordingly. Any relevant charges need to be manually updated. Change status in NPAMs from "W" to "C".	ULLCIS	End

## Schedule 8 Information to be provided by Telstra to NBN Co under the Definitive Agreements

The information set out in this table does not include standard notices or notifications required under the Definitive Agreements (for example, notice of a Force Majeure Event). Telstra will update this list, in consultation with NBN Co, once the information arrangements between Telstra and NBN Co are more fully developed and then from time to time.

**Table 1 Types of information to be provided by Telstra to NBN Co**

Type of information	Circumstances when information disclosed
Street address information about Premises in a Rollout Region	Once Migration has commenced in a Rollout Region (i.e. after the Ready for Service Date).
Notification of changes to Telstra databases or systems	If a Telstra database or system is modified or replaced that is relevant to NBN Co's interactions with Telstra, Telstra will notify NBN Co before the modification or replacement.
A quarterly report on each Rollout Region	Every quarter Telstra must report on a Rollout Region by Rollout Region basis, the following information: <ul style="list-style-type: none"> <li>(a) the identity of the Rollout Region, rollout ready date, the type of Rollout Region, the Disconnection Date for the Rollout Region; and</li> <li>(b) Premises-specific information if the Disconnection Date or rollout Ready Date has occurred (identification information, disconnection status, USO Soft Dial Tone status, type of service provided).</li> </ul>
Notifications and information associated with Pull Through Activities	If NBN Co has requested access to a LIC and intends to take Pull Through Activities Telstra must notify NBN Co about what cables are in the LIC and whether it is suitable for Pull Through Activities (e.g. whether relevant consents are in place). Telstra may also notify NBN Co's Contractors of any information relevant to the performance of Pull Through Activities. Telstra may also notify NBN Co of the results of any reinstatement or remote testing undertaken after NBN Co has completed Pull Through Activities.
Information about LICs	Telstra may notify NBN Co when it needs to do emergency work, repair or maintenance to a LIC, or if it becomes aware that a third party has damaged or disrupted active services in a LIC.
A monthly report on Premises with active services in certain Rollout Regions	Telstra may, at least once per calendar month, provide a report for Premises with an active retail or wholesale Copper Service or HFC Service (or interim fibre or

Type of information	Circumstances when information disclosed
	<p>interim wireless service) in each Rollout Region with a Disconnection Date occurring within a six month period from the date of the report (or for which, as at the date of the report, the Disconnection Date has occurred), setting out:</p> <p>(a) information about the location to which, and the type of network over which, that service is provided; and</p> <p>(b) in respect of services provided by Telstra to its Retail Customers, the Retail Customer name(s) in Telstra’s systems associated with that retail service.</p> <p>The report will not include details of any services provided to end users by Telstra’s Wholesale Customers, unless the relevant Wholesale Customer has consented to the disclosure.</p>

**Table 2 Information which is provided both from NBN Co to Telstra and Telstra to NBN Co**

Type of information	Circumstances when information disclosed
Service address information	Telstra will provide address information to NBN Co where the address identifiers provided to Telstra do not match with Telstra’s internal records.
Technical information	Telstra may provide technical or other information to NBN Co in the course of providing all reasonable technical assistance to NBN Co when it is developing product functionality required to migrate special services.
Information which Telstra has about any LICs which are not owned by Telstra	If, after the Ready for Service Date, Telstra is aware of non-Telstra owned LICs in a Rollout Region Telstra must notify NBN Co.



## Schedule 9 Excluded Order Types

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during OSP for both Wholesale and Retail customers. Note that our business-as-usual timeframes will apply to the processing of any orders received during the OSP. In the event the order is received and not completed prior to DD, the service will be disconnected as per the disconnection requirements. An exception will occur where a valid NBN Transition order has been confirmed by NBN Co. In these cases the copper service(s) will not be disconnected until Telstra is required to do so under clause 15.1(c) of the Migration Plan.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the Order Stability Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests will only be allowed in conjunction with a valid NBN Transition order being confirmed by NBN Co.</p>	
<p><b>Change to Service Details for nuisance calls and silent line requests</b></p> <p>Allows Telstra to process requests to change a telephone listing so that it will not be published in Telstra's directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra's standard process.</p>	
<p><b>Orders that are received prior to the OSP Commencement Date</b></p> <p>For example, In-flight orders.</p>	

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Allows Telstra to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Exchange Based Virtual Services</b></p> <p>Allows Telstra to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>In-Train Orders</b></p> <p>Telstra may Restore an active Copper Service or HFC Service following confirmation of an In-Train Order in respect of that Premises, in accordance with clause 15.1(c).</p>	

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## Schedule 10 — Dictionary

In this Plan, the following terms have the meanings set out below unless the context otherwise requires:

- Access Service** means the Copper Services specified in the "Access Service" column in Schedule 4;
- Access Technology** means an access technology used by NBN Co to connect a premises or a location to the NBN Fixed Line Network, which may include the following access technologies:
- (a) fibre to the premises;
  - (b) fibre to the node;
  - (c) fibre to the basement; or
  - (d) hybrid fibre-coaxial cable;
- Acquired Network** means a fixed line telecommunications network (excluding a Third Party HFC Network (or any part of it), or any network (or any part of it) transferred to NBN Co under the Infrastructure Services Agreement) where NBN Co or a related entity of NBN Co has entered into an agreement, arrangement or understanding to acquire the ownership, control or operation of that network from a person (other than NBN Co or a related entity of NBN Co);
- Acquired Network Rollout Region** means a geographic region (as determined by NBN Co on a case by case basis, which may or may not be a Service Area Module) that is or will be serviced using the relevant Acquired Network;
- Act** means the Telecommunications Act 1997 (Cth);
- Added Premises** has the meaning given in clause 15.2;
- Adequately Served** in respect of a Premises, means:
- (a) that Premises is capable of being connected to a network (Alternative Network) to receive fixed line carriage services where:
    - (i) that Alternative Network is used, or is capable of being used, to supply a carriage service where the download transmission speed of the carriage service is normally more than 25 Mbps; and
    - (ii) a Layer 2 bitstream service (as defined in the Act) is available for supply to carriage service providers by the owner or operator of the Alternative Network by virtue of that Layer 2 bitstream service being declared by the ACCC under Part XIC of the

Competition and Consumer Act or otherwise being required by law to be supplied on the Alternative Network; and

- (b) either:
  - (i) that Alternative Network is a Telstra fibre network which is capable of supplying a standard telephone service under the USO and Telstra has connected the premises with a fibre line; or
  - (ii) that Alternative Network is not a Telstra fibre network but is capable of supplying a standard telephone service which would enable Telstra to perform its USO obligations and is connected to the premises with a fixed line; and
- (c) that premises is:
  - (i) not Passed;
  - (ii) not connected only by a Copper Line which is owned by Telstra;
  - (iii) not connected only by a Copper Line which is owned by Telstra and an HFC Line which is owned by Telstra or a line connected to the Optus HFC Network;
  - (iv) not connected only to the Optus HFC Network; or
  - (v) in the NBN Fixed Line Footprint at any time;

<b>Adjudicator</b>	has the meaning given in the Undertaking;
<b>ADSL</b>	means asymmetric digital subscriber line;
<b>Affected Premises</b>	has the meaning given in clause 15.3(a);
<b>Application Service Providers</b>	<p>a supplier or provider of any over the top services or applications supplied over a telecommunications network or using a carriage service, including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) medical alarms;</li> <li>(b) emergency alarms (e.g. fire alarms and indicator panels);</li> <li>(c) payment services (ATMs, EFTPOS);</li> <li>(d) lift phones; and</li> <li>(e) disability services and equipment;</li> </ul>
<b>BSS</b>	means business support systems;

<b>Cable</b>	means a telecommunications or electricity cable and includes a fibre cable;
<b>Cable Rectification</b>	means reinstating or replacing a Copper Line or HFC Line which was removed for the sole purpose of Pull Through Activities undertaken by NBN Co (or its wholly-owned subsidiary), which includes through the use of a temporary or replacement Cable;
<b>CCA</b>	means the <i>Competition and Consumer Act 2010</i> (Cth);
<b>CDBOR</b>	means Telstra’s customer database of record;
<b>Cease Sale Commencement Date</b>	means, for a Rollout Region, the date published by Telstra that will be 10 Business days after the Ready for Service Date for the Rollout Region or such other date agreed between Telstra and NBN Co and approved by the Minister;
<b>CMTS</b>	means Cable Modem Termination System.
<b>CMUX</b>	means a customer multiplexer;
<b>Communications</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any communication whether: <ul style="list-style-type: none"> <li>(i) between persons and persons, things and things or persons and things; or</li> <li>(ii) in the form of speech, music or other sounds, data, text, visual images (animated or otherwise), signals, or other form or combination of forms;</li> </ul> </li> <li>(b) communications which are a “communication” as defined in the Act if that definition differs from paragraph (a); and</li> <li>(c) any other service of a similar nature to any one or more of the services under paragraphs (a) or (b).</li> </ul> <p>For the avoidance of doubt, “Communications” does not include any electrical current which exists or is available for use irrespective of any act by Telstra or any other party that is not used to provide a communication;</p>
<b>Communications Alliance</b>	means the peak industry body Communications Alliance Ltd;
<b>Configuration Data</b>	means data relating to a Copper Service which is used to associate that service to a Copper Path;
<b>Content Service</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a broadcasting service;</li> <li>(b) an on line information service (for example, a dial up</li> </ul>

information service);

- (c) an on line entertainment service (for example, a video on demand service or an interactive computer game service);
- (d) any other on line service (for example, an education service provided by a State or Territory government);
- (e) a service of a kind specified in a determination made by the Minister for the purposes of section 15(1) of the Act;
- (f) a service which is a “content service” as defined in the Act if that definition differs from paragraphs (a) – (e); or
- (g) any other service of a similar nature to any one or more of the services under paragraphs (a) – (f);

**Continuity Deed**

means the deed entitled ‘Continuity Deed’ dated 14 December 2014 and made between Telstra and NBN Co or any replacement deed (as approved by the Minister) entered into between the same parties to replace the original deed as contemplated by the DAR;

**Contracted Special Services**

has the meaning given in clause 22.12;

**Copper Line**

means a copper or aluminium wire based Line or series of Lines that is or, immediately prior to transfer to NBN Co under the Definitive Agreements, was part of a Copper Network that, together with any customer cabling, forms a connection to Premises;

**Copper Network**

means a network in Australia over which Telstra is in a position to exercise control comprising copper or aluminium wire-based Lines:

- (a) from the network boundary point at each Premises up to and including the first electronic remote access multiplexer (for example, a CMUX or RIM) immediately upstream of each such Premises; or
- (b) from the network boundary point at each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such Premises; or
- (c) from the first electronic remote access multiplexer immediately upstream of each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such electronic remote access multiplexer; and
- (d) which is, or has been at any time, used to provide fixed line carriage services, and includes each such electronic remote access multiplexer and MDF;

**Copper Network**

means services used only by Telstra exclusively for the

**Management Service** management of the Copper Network, including for purposes such as network alarm management, cable pressurisation alarms and network synchronisation and other network services agreed between Telstra and NBN Co under the Definitive Agreements, but does not include any carriage services used for:

- (a) voice communications; or
- (b) the carriage of data not exclusively required for the management of Telstra’s networks;

**Copper Path** means a logical path built over a Copper Line or series of Copper Lines connected to the Copper Network to provide a Copper Service. Where that Copper Service is provided over multiple Copper Lines, all Copper Lines over which that Copper Service is provided are taken to form part of the same Copper Path. Where a Copper Line is used to provide a Copper Service to more than one Premises, the Copper Path is the Copper Line to the extent that it is used to provide Copper Services to each such Premises. Where a Copper Sub-loop connecting Premises within a Rollout Region has been transferred to NBN Co and it continues to form part of the Copper Network for the purposes of this Plan pursuant to clause 1.2(c), Telstra is taken to continue to provide a Copper Path over that Copper Line or that part of a Copper Line;

**Copper Service** in this Plan, means:

- (a) a fixed line carriage service supplied by Telstra using the Copper Network;
- (b) a wholesale carriage service supplied by Telstra using the Copper Network;
- (c) an ULLS supplied by Telstra using the Copper Network; or
- (d) a line sharing service (LSS) supplied by Telstra using the Copper Network;

but does not include:

- (e) Soft Dial Tone; or
- (f) a Network Management Service; or
- (g) any NBN Based Service;

**Copper Sub-loop** means a downstream Copper Line or part of a Copper Line terminating at the point at which Telstra’s copper infrastructure physically connects to NBN Co’s copper infrastructure, after NBN Co acquires any part of that copper infrastructure;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**CRAMER** means the network database system or systems used by Telstra for HFC Services known as “CRAMER” or any replacement or

modification of it (and any related systems);

<b>Customer Requested Date</b>	in this Plan, means the customer requested date for disconnection as determined in accordance with an Existing Process or Standard Industry Process;
<b>DAR</b>	means the deed entitled ‘Deed of Amendment and Restatement’ dated 14 December 2014 and made between Telstra and NBN Co or any replacement deed (as approved by the Minister) entered into between the same parties to replace the original deed, as contemplated by the original deed;
<b>DDD</b>	means, in respect of a rollout region, the detailed design document for that Rollout Region prepared in accordance with the Infrastructure Services Agreement;
<b>Definitive Agreements</b>	<p>means each of the following:</p> <ul style="list-style-type: none"> <li>(a) the Implementation and Interpretation Deed;</li> <li>(b) the Subscriber Agreement;</li> <li>(c) the Infrastructure Services Agreement;</li> <li>(d) the Access Deed dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR;</li> <li>(e) the DAR;</li> <li>(f) the Continuity Deed and Licence Agreement; and</li> <li>(g) any other document agreed by the Minister, NBN Co and Telstra to be a Definitive Agreement,</li> </ul> <p>in each case, in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;</p>
<b>Department</b>	means the Department of Communications or any other Department with administrative responsibility for the NBN;
<b>Designated Day</b>	has the same meaning as in section 577A of the Act;
<b>Determination</b>	means the Telecommunications (Migration Plan Principles) Determination 2015 as made by the Minister on 27 January 2015;



<b>Dial Tone</b>	means an audible signal used to indicate that a Copper Path, is capable of being used for a voice service including: <ul style="list-style-type: none"> <li>(a) making telephone calls to emergency numbers;</li> <li>(b) making telephone calls to customer service or fault reporting telephone numbers;</li> <li>(c) receiving telephone calls; or</li> <li>(d) any capability provided by the Telstra product known as “In-Contact Service” or any replacement of that service, or any service that provides similar functionality or has a similar market placement as that service;</li> </ul>
<b>Dictionary</b>	means this Schedule 10 Dictionary;
<b>Direct Special Services</b>	are those carriage services set out in the ‘Access Service’ column of Table 1 and 2 in Schedule 4, including: <ul style="list-style-type: none"> <li>(a) any Product Bundles specified in Schedule 4 that are provided over the corresponding category of Access Service; and</li> <li>(b) any Product Bundles subsequently provided over such Access Services;</li> </ul>
<b>Disconnection Commencement Date</b>	means the date determined by NBN Co at its discretion for an Initial Release Rollout Region or Acquired Network Rollout Region and notified by NBN Co to Telstra;
<b>Disconnection Date</b>	means: <ul style="list-style-type: none"> <li>(a) in respect of a Rollout Region, and all HFC Services and Copper Services that are not Special Services or Special Service Inputs within a Rollout Region, the date determined in accordance with clause 7.2;</li> <li>(b) in respect of a Direct Special Service or Special Service Input, the disconnection date for the applicable SS Class determined in accordance with clause 22.1; and</li> <li>(c) in respect of a Contracted Special Service, the date determined as the disconnection date under clause 22.12;</li> </ul>
<b>Disconnection Measure</b>	has the meaning given in clause 29.1(d);
<b>Disconnection Schedule</b>	means the schedule of Disconnection Dates referred to in clause 7.1(a) as published by Telstra from time to time;
<b>Disconnection Trigger Date</b>	means 1 September 2012;
<b>Disconnection</b>	has the meaning given in clause 14.1(c);

**Window**

**Double-Ended**

in relation to a Direct Special Service, means:

- (a) the Direct Special Service is provided to an A end Premises and a B end Premises using a Copper Path as the connection to each of those Premises; and
- (b) Telstra is unable to provide an alternative carriage service or modify that Direct Special Service, such that the service required by the customer can be provided using:
  - (i) the NBN Fixed Line Network as the connection to either of the A end Premises or the B end Premises; and
  - (ii) a Copper Path or other non-NBN Fixed Line Network medium as the connection to the other, without Telstra or a Wholesale Customer or Retail Customer incurring unreasonable costs;

**Ellenbrook Services**

means the retransmission by Telstra, using the HFC Network, of digital free to air television signals to locations in the suburb of Ellenbrook, Western Australia, pursuant to contractual arrangements put in place by Telstra prior to the Varied Plan Commencement Date;

**End of Rollout Date**

means the first of the following dates to occur:

- (a) the first date on which the number of Premises that have been either Passed or Adequately Served is at least 92% of the number of Premises in Australia as at that date (as determined in accordance with the Definitive Agreements);
- (b) the date on which a Permanent Cessation of Rollout occurs; or
- (c) the date otherwise determined in accordance with the Definitive Agreements.

**Exchange Building Facility**

has the meaning given in the Telecommunications (Regulated Services) Determination (No. 1) 2011;

**Excluded Event**

means:

- (a) a matter which falls outside Telstra’s responsibilities under this Plan, in accordance with clause 2.2; and
- (b) a failure by NBN Co or third party to do or not to do the thing on which an obligation of Telstra under this Migration Plan is stated to be dependent in clause 2.3,

except that a matter will not be an Excluded Event to the extent it is caused by Telstra failing to fulfil an obligation which it owes

otherwise than under this Plan;

<b>Exempt Body</b>	means any of the authorities or bodies referred to in sections 10 to 16 (inclusive) of the <i>National Broadband Network Companies Act 2011</i> (Cth);
<b>Existing Process</b>	means the existing processes used by Telstra for: <ul style="list-style-type: none"> <li>(a) implementing and managing disconnection; and</li> <li>(b) receiving disconnection orders,</li> </ul> as set out in Schedule 1 for Copper Services and Schedule 2 for HFC Services;
<b>Final Fixed Footprint List</b>	means for a Rollout Region the list of premises notified by NBN Co to Telstra, under and in accordance with the Definitive Agreements, as having been Passed in a Rollout Region as at the Disconnection Date for that Rollout Region;
<b>Fixed Footprint List</b>	means for a Rollout Region, as applicable: <ul style="list-style-type: none"> <li>(a) at any time prior to the relevant Disconnection Date, the Proposed Fixed Footprint List for that Rollout Region; and</li> <li>(b) on and from the relevant Disconnection Date, the Final Fixed Footprint List for that Rollout Region.</li> </ul>
<b>Fixed Line Footprint</b>	has the meaning given to it in clause 1.3;
<b>FNN</b>	means full national number;
<b>Force Majeure Event</b>	means: <ul style="list-style-type: none"> <li>(a) natural disaster;</li> <li>(b) failure of a supplier or public utility other than Telstra, beyond the reasonable control of Telstra or NBN Co;</li> <li>(c) industrial action or labour disturbance (excluding industrial action or labour disturbance only of the employees of Telstra or NBN Co, its subcontractors or any of its Related Entities);</li> <li>(d) an act of war (whether declared or not) or terrorism;</li> <li>(e) lightning, fire, earthquake, storm, flood or any other weather conditions which would be expected to place at risk the health or safety of the employees of Telstra or NBN Co or any other person;</li> <li>(f) currency restriction or embargo beyond the reasonable control of Telstra; or</li> <li>(g) any act or omission (including laws, regulations, disapprovals or failures to approve or accept) of any government or government agency,</li> </ul>

but does not include an Excluded Event;

<b>Forecast Ready for Service Date</b>	means for each Rollout Region any forecast of the Ready for Service Date for that Rollout Region notified to Telstra by NBN Co under the Definitive Agreements;
<b>Foxtel</b>	means Foxtel Management Pty Limited (ACN 068 671 938) (for and on behalf of the Foxtel Partnership);
<b>Foxtel Entity</b>	means each of Foxtel Cable Television Pty Limited (ACN 069 008 797), Customer Services Pty Limited (ACN 069 272 117) and Foxtel;
<b>Foxtel Partnership</b>	means the partnership known as “Foxtel Partnership” between Telstra Media Pty Limited (ABN 72 069 279 027) and Sky Cable Pty Limited (ABN 14 069 799 640);
<b>Foxtel Television Services</b>	means carriage services which are required and used to enable the broadcast by Foxtel, using the HFC Network, of subscription television or audio broadcasting services or on-demand analogue or digital cable television or audio services, but which does not include internet protocol based services;
<b>Frustrated</b>	<p>means, in respect of a Premises, that the Premises is deemed to be frustrated, as determined in accordance with protocols agreed between NBN Co and the Department from time to time and which are published on NBN Co’s website, as a result of being unable to be connected to the NBN Fixed Line Network either because:</p> <ul style="list-style-type: none"> <li>(a) the owner or occupier of the Premises refuses to allow any access to that Premises that is required for the connection to the NBN Fixed Line Network to occur; or</li> <li>(b) any legal impediment prevents the connection of the premises to the NBN Fixed Line Network;</li> </ul>
<b>Frustrated Premises</b>	means a Premises that is identified in the NBN Co service qualification system as being Frustrated;
<b>FTTB-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Fixed Line Network using fibre-to-the-basement Access Technology;
<b>FTTN-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Fixed Line Network using fibre-to-the-node or fibre to the distribution point Access Technologies;
<b>FTTP-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Co Fixed Line Network using fibre-to-the-premises Access Technology;

<b>General Principles</b>	means those principles at sections 5(8) to 5(11), 10(1), 10(2), 25, 27(1), 31, 32, 35 and 36 of the Determination;
<b>HFC-Connected Premises</b>	means a premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Co Fixed Line Network using hybrid fibre-coaxial Access Technology;
<b>HFC Deactivation Region</b>	means a geographical area served by the same cable modem termination system universal broadband router;
<b>HFC Line</b>	means a Line that is part of the HFC Network that forms or, immediately prior to the transfer to NBN Co under the Definitive Agreements, formed the connection to a Premises;
<b>HFC Network</b>	<p>means a hybrid fibre-coaxial telecommunications network in Australia over which Telstra is in a position to exercise control:</p> <ul style="list-style-type: none"> <li>(a) that is used for the transmission of broadcasting services; and</li> <li>(b) the line component of which consists of optical fibre to connecting nodes, supplemented by coaxial cable connections from the nodes to the premises of end-user,</li> </ul> <p>whether or not the network is also capable of being used to supply an internet carriage service;</p>
<b>HFC Network Management Service</b>	means radio frequency leakage, forward or return path sweep, pilot or alignment services except as determined in accordance with the Definitive Agreements;
<b>HFC PCD</b>	means a premises connection device used to connect in-building cabling to coaxial cable running from an HFC Tap;
<b>HFC Service</b>	means a carriage service provided by Telstra using an HFC Line forming part of the HFC Network, other than a Permitted Service, HFC Network Management Service, or any NBN Based Service;
<b>HFC Tap</b>	means an access point on coaxial cable in the hybrid fibre-coaxial network or the coaxial cable of the NBN Fixed Line Network, to which another coaxial cable (that connects or is capable of connecting to an HFC PCD) connects or is capable of connecting;
<b>HFC User Services</b>	<p>means carriage services which Telstra Multimedia is required to provide to certain subscription television providers or broadcasters using the HFC Network as at 20 June 2010, and which are to enable those subscription television providers or broadcasters to provide services, other than:</p> <ul style="list-style-type: none"> <li>(a) internet protocol based services;</li> </ul>

- (b) voice services;
- (c) broadband services; or
- (d) services requiring a return path transmission over the HFC Network from the end user.

For clarity, HFC User Services do not include the Foxtel Television Services;

**Implementation and Interpretation Deed**

means the Implementation and Interpretation Deed dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;

**Independent Assessor**

means a person appointed by Telstra and NBN Co for the purposes of determining the matters set out in clause 22.4;

**Industry Migration Arrangements**

means any industry processes, policies, codes, protocols or arrangements used to facilitate Migration under the MAP Policy Statement, including to the extent if any of these are implemented through service provider rule(s) or carrier licence condition(s) made under the Act;

**Infrastructure Services Agreement**

means the Infrastructure Services Agreement dated 23 June 2011 and made between Telstra and NBN Co, as varied by the DAR in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;

**In-fill Rollout Region**

means a group of one or more Premises in respect of which NBN Co has notified Telstra that, due to a change in the Fixed Line Footprint after the date which is 6 months prior to the Disconnection Date of that Rollout Region, become part of the Fixed Line Footprint (other than as part of an Acquired Network Rollout Region);

**Initial Release Rollout Region**

- means:
- (a) a geographic region determined by NBN Co and notified to Telstra within which the Rollout has commenced prior to the commencement of the Definitive Agreements; and
  - (b) each Specified Rollout Region;

**Insolvency Event**

means an insolvency event, for the purpose of the Implementation and Interpretation Deed and as defined under the Implementation and Interpretation Deed;

**Interim Carriage Service**

means any carriage service, including any feature or functionality associated with a carriage service, which is supplied or used to manage or mitigate a service disruption associated

with Migration. Examples of Interim Carriage Services include an interim wireless service, installation of temporary Copper Paths, call forwarding and call diversion;

<b>In-Train Order</b>	has the meaning given in clause 15.1(b);
<b>In-Train Order Premises</b>	has the meaning given in clause 15.1(b);
<b>Legislative Instrument</b>	means any instrument made by the Minister pursuant to section 577BA(9) of the Act and applying in respect of the Definitive Agreements;
<b>LIC</b>	means a lead in conduit;
<b>Licence Agreement</b>	means the licence agreement between Telstra and NBN Co reached pursuant to the Continuity Deed or, if terminated, any other arrangement under which Telstra obtains a licence from NBN Co of certain assets and network infrastructure which Telstra has transferred to NBN Co, for the purpose of continuing to supply Copper Services and HFC Services;
<b>Line</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a wire, cable, optical fibre, tube, conduit, waveguide or other physical medium used, or for use, as a continuous artificial guide for or in connection with carrying communications by means of guided electromagnetic energy;</li> <li>(b) a “line” as defined in the Act if that definition differs from paragraph (a); or</li> <li>(c) any other media of a similar nature to any one or more of the media under paragraphs (a) or (b);</li> </ul>
<b>LNP Request</b>	means a local number portability request;
<b>Managed Disconnection</b>	has the meaning given to it in clause 14.1(a);
<b>MAP Policy Statement</b>	means the policy statement (including any replacement or updated statement from time to time) issued by the Communications Minister in respect of Migration, including overarching principles for the allocation of roles and responsibilities associated with Migration;
<b>MAP Variation</b>	any variation to this Plan made in order to provide for consistency with the MAP Policy Statement, to the extent that Telstra agrees, as contemplated by clause 2.4;
<b>Marketing Activity</b>	means promotion or marketing of Telstra retail products, but does not include answering any unprompted technical or other questions raised by a Retail Customer in respect of Telstra’s

**Material NBN Unavailability**

retail products;

in respect of a Rollout Region means the entirety of one or more of the following component parts of the NBN Co Fixed Line Network in that Rollout Region that was able to be used to provide NBN Based Services to Premises in the Fixed Line Footprint in that Rollout Region is unable to be used to provide any NBN Based Services to those Premises for at least five consecutive days, except where caused or substantially contributed to by breach by Telstra of any Definitive Agreement or law:

- (a) the fibre to the premises Access Technologies component parts of the NBN Fixed Line Network;
- (b) the fibre to the basement Access Technologies component parts of the NBN Fixed Line Network;
- (c) the fibre to the node Access Technology component part of the NBN Fixed Line Network; or
- (d) the hybrid fibre-coaxial cable Access Technology component part of the NBN Fixed Line Network;

**MDF**

means a main distribution frame;

**MDU Building**

means a building currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes that:

- (a) is at an addressable location; and
- (b) contains at least two separate Premises (in addition to any MDU Common Area),

but, for the avoidance of doubt, does not include (without limitation):

- (c) two or more adjoining Premises without a common entrance;
- (d) a collection of individual buildings which are each located on separate lots of a sub-divided block (for example, 15A Smith Street, 15B Smith Street); or
- (e) a single dwelling unit and a granny flat which is located on a single block;

**MDU Common Area**

means:

- (a) all of the areas within the outer property boundary of the parcel or parcels of land on which an MDU Building is located which are outside of the area occupied by the other locations that are separate Premises within that MDU Building, and which areas may include, for example,



one or more of the following:

- (i) a concierge desk;
  - (ii) a foyer area;
  - (iii) concourse area;
  - (iv) a car park;
  - (v) central stairs;
  - (vi) elevators;
  - (vii) swimming pool and common gym facilities;
  - (viii) a garbage room;
  - (ix) a communications room; or
  - (x) a communal entertainment, recreational or dining area; or
- (b) a common area within a single dwelling unit that NBN Co has notified to Telstra under and in accordance with the Definitive Agreements as being deemed an MDU Common Area;

<b>Migration</b>	means the process of disconnecting of Copper Services or HFC Services at a Premises and connection to the NBN Fixed Line Network at the same Premises;
<b>Migration Assurance Policy (MAP)</b>	means both: <ul style="list-style-type: none"><li>(a) the MAP Policy Statement; and</li><li>(b) the Industry Migration Arrangements;</li></ul>
<b>Migration Plan Compliance Report</b>	means the report required under clause 26.2;
<b>Migration Window</b>	for a Rollout Region, means the period commencing on the Ready for Service Date and ending on the Disconnection Date for that Rollout Region;
<b>Minister</b>	means the Minister for Communications;
<b>MOBY / BPI</b>	means the service database system or systems used by Telstra for HFC Services known as "MOBY/BPI" or any replacement or modification of it (and any related systems);
<b>Modification</b>	has the meaning given in clause 29.3(a);

<b>Proposal</b>	
<b>MTM Rollout</b>	means the rollout of the NBN Fixed Line Network by NBN Co using a multi-technology mix approach determined by NBN Co on an area by area basis;
<b>MTM Variations</b>	means those variations to this Plan lodged by Telstra with the ACCC for approval on 19 March 2015;
<b>Multi Dwelling Unit or MDU</b>	means building or structure which comprises more than one Premises (whether used for residential, business, government or other purposes) and which may include common areas;
<b>National Broadband Network or NBN</b>	has the same meaning as in the Undertaking;
<b>NBN Based Services</b>	means a carriage service provided by a Retail Service Provider using an NBN Service;
<b>NBN Co Database</b>	means the database used by NBN Co from time to time to record Premises address and NBN Co Location ID information and from which the Fixed Line Footprint List is extracted;
<b>NBN Co Design Rules</b>	means NBN Co's design rules for its MTM Rollout (as amended by NBN Co from time to time by notice to Telstra);
<b>NBN Co FTTB Node</b>	means an NBN Co Node installed in or in proximity to an MDU to provide an NBN Service to Premises in that MDU and that is not connected to the Copper Network other than at an MDF at that MDU;
<b>NBN Co FTTN Node</b>	means an NBN Co Node other than an NBN Co FTTB Node;
<b>NBN Co Location ID</b>	means the primary identification reference for each Premises in the NBN Co Database as notified by NBN Co to Telstra from time to time (whether or not the data field of that identifier is named "NBN Location ID");
<b>NBN Co Migration Information</b>	has the meaning given in clause 25.1;
<b>NBN Co Node</b>	means a DSLAM (or equipment having similar functionality) used by NBN Co or a Related Entity of NBN Co for the purposes of supplying an NBN Service;
<b>NBN Connection (NBN Connected)</b>	in respect of Premises, means a commercial wholesale NBN Service is provided in respect of those Premises that is not provided in connection with the development program or as part of any pilot, trial or test provision of services;
<b>NBN Customer</b>	means a carrier, carriage service provider or content service provider or an Exempt Body that acquires, or seeks to or can acquire, an NBN Service from NBN Co;

<b>NBN Fixed Line Network</b>	means any fixed line telecommunications network that is owned or controlled by, or operated by or on behalf of, NBN Co or a Related Entity of NBN Co including fibre to the premises, fibre to the basement, fibre to the node and hybrid fibre coaxial cable Access Technologies. For clarity, the NBN Fixed Line Network does not include any Copper Lines, Copper Sub-Loops or HFC assets, if and to the extent that they form part of the HFC Network or Copper Network in accordance with clauses 1.2(c) and (d);
<b>NBN Information Security Plan</b>	means the plan to be developed and implemented by Telstra in accordance with clause 25.2 and the principles set out in Schedule 6;
<b>NBN Service</b>	means any service provided by NBN Co or a Related Entity of NBN Co over the NBN Fixed Line Network (and for clarity, does not include any licence or other arrangement from NBN Co to Telstra under the Definitive Agreements);
<b>NBN Serviceable</b>	means a Premises within the Fixed Line Footprint that NBN Co has determined is serviceable by the NBN Fixed Line Network for the provision of an NBN Service, as shown in the NBN Co service qualification system (for clarity, Premises which are identified as Service Class 0 in the NBN Co service qualification system are not NBN Serviceable);
<b>Network Management Services</b>	means the Copper Network Management Services and the HFC Network Management Services;
<b>Non Exempt Network</b>	has the meaning given in the Undertaking;
<b>NPAMS</b>	means the Telstra network and service system or systems for Copper Services known as “NPAMS” and any replacement or modification of it (and any related systems);
<b>NPAMS Blocked</b>	in relation to a Premises, means NPAMS is unable to assign a Copper Path to a Premises other than via a process pursuant to which relevant Telstra Personnel will be authorised to manually build such paths to enable the provision of carriage services (as contemplated in clause 22.2 to provide for the provision of a Special Service or Special Service Input to a permanently disconnected Premises, prior to the relevant Disconnection Date for that SS Class);
<b>NTU</b>	means network termination unit;
<b>Optus HFC Network</b>	means the coaxial cable in the hybrid fibre-coaxial cable network (and any amplifiers, taps, drop cables, nodes, and isolator/splitters associated with that coaxial cable) in Australia in respect of which Singtel Optus Pty Limited is in a position to exercise control;

<b>Optus</b>	means Singtel Optus Pty Limited or any Related Entity;
<b>Order Stability Period</b>	has the meaning given in clause 13.1;
<b>Order Stability Proposal</b>	has the meaning given in clause 13.2(d);
<b>Original Continuity Deed</b>	means the Continuity Deed dated 14 December 2014 and made between Telstra and NBN Co;
<b>Original DAR</b>	means the Deed of Amendment and Restatement dated 14 December 2014 and made between Telstra and NBN Co;
<b>OSS</b>	means operational support system;
<b>Parent Rollout Region</b>	means, in respect of a Service Continuity Region, that Rollout Region that Premises in a Service Continuity Region had formed part of before being removed to form the Service Continuity Region at 6 months before the Disconnection Date. For clarity, a Service Continuity Region cannot itself be a Parent Rollout Region;
<b>Passed</b>	has the meaning given in clause 1.2(b)(vii);
<b>Permanent Cessation of Operations</b>	means termination on a permanent basis of the operation of the entire NBN Fixed Line Network;
<b>Permanent Cessation of Rollout</b>	means a decision by the board of directors of NBN Co or the Commonwealth that would require NBN Co to permanently cease the rollout of the NBN Fixed Line Network;
<b>Permitted Service</b>	means Foxtel Television Services, the Ellenbrook Services and HFC User Services;
<b>Personnel</b>	in relation to a person, means: <ul style="list-style-type: none"> <li>(a) all employees and officers of that person;</li> <li>(b) all agents, contractors and suppliers of that person in their capacity as agents, contractors or suppliers of that person; and</li> <li>(c) all subcontractors of a contractor referred to in paragraph (b) in their capacity as subcontractors of that person;</li> </ul>
<b>Plan</b>	means this Migration Plan;
<b>Plan Objectives</b>	means the objectives set out in clause 2;
<b>Premises</b>	means each of the following: <ul style="list-style-type: none"> <li>(a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not),</li> </ul>

government, health or educational purposes;

- (b) a school as defined by the Department of Education, Employment and Workplace Relations;
- (c) a location within a new development at an addressable location for which NBN Co is the wholesale provider of last resort;
- (d) an addressable location for a Standard Telephone Service which is activated in compliance with the universal service obligation;
- (e) a payphone at a location at which Telstra is required to install or maintain a payphone in accordance with an instrument made under section 12EF of the Consumer Protection Act;
- (f) a location which NBN Co is directed by the Minister to connect to the NBN Fixed Line Network; and
- (g) an MDU Common Area, where and for so long as it is notified by NBN Co to Telstra as being included in the Fixed Footprint List for any Rollout Region in accordance with clause 1.4(a);

<b>Principles</b>	means the principles set out in the Determination;
<b>Process Test Notice</b>	has the meaning given in clause 30.1(b);
<b>Product Bundles</b>	means one or more services that are provided over an Access Service, offered as a package to end users;
<b>Proposed Fixed Footprint List</b>	means, for a Rollout Region, the list of Premises notified by NBN Co to Telstra as having been Passed or which NBN Co intends will be Passed in that Rollout Region at any time prior to the Disconnection Date for that Rollout Region, as updated from time to time by NBN Co in accordance with the Definitive Agreements;
<b>Pull Through Activities</b>	has the meaning given in clause 10;
<b>Pull Through Exception Event</b>	a circumstance contemplated by the Definitive Agreements that prevents Personnel from being able to complete Pull Through Activities, Cable Rectification or installation of a Temporary Cable;
<b>Ready for Service Date (RFS Date)</b>	means: <ul style="list-style-type: none"> <li>(a) in relation to an Initial Release Rollout Region or Acquired Rollout Region, the date notified by NBN Co as the Disconnection Commencement Date for that Rollout Region; and</li> <li>(b) for any Service Continuity Region:</li> </ul>

- (i) where the associated Parent Rollout Region has a Disconnection Date on or before 30 June 2015 (inclusive) – will be a date agreed by Telstra and NBN Co (which must not be earlier than the date that would otherwise apply in respect of the Service Continuity Region under (ii)); and
  - (ii) for all other Service Continuity Regions (including in any case where a date is not agreed under (i)) – the date which is 6 months before the Disconnection Date for the Parent Rollout Region, except where otherwise specified in clause 7.2(e); and
- (c) in relation to any other Rollout Region, the date notified to Telstra by NBN Co under the Definitive Agreements;

<b>Reconnect</b>	means to take such steps as are necessary so that a Copper Path or HFC Line that has been permanently disconnected by Telstra is no longer permanently disconnected, to the extent required to provide Copper Services or HFC Services over that Copper Path or HFC Line as contemplated by clause 19;
<b>Relevant Decision Maker</b>	has the meaning given in clause 29.1;
<b>Relevant Tap</b>	means an HFC Tap or other access point on coaxial cable to which another coaxial cable (that connects or is capable of connecting to a Premises) connects or is capable of connecting, and that other access point: <ul style="list-style-type: none"><li>(a) is owned by NBN Co or a Related Entity of NBN Co; or</li><li>(b) forms, or will form at the Ready for Service Date for the Rollout Region containing the access point, part of a network that is owned or controlled by, or operated by or on behalf of, NBN Co or a Related Entity of NBN Co;</li></ul>
<b>Related Entity</b>	means, for a person, each related body corporate of that person and any entity which is controlled by that person (as defined in section 50AA of the Corporations Act), but in the case of Telstra does not include a Foxtel Entity or the Foxtel Partnership;
<b>Replacement Continuity Deed</b>	means any new Continuity Deed entered into by Telstra pursuant to clause 4.3(a) of this Plan;
<b>Replacement DAR</b>	means any new Deed of Amendment and Restatement entered into by Telstra pursuant to clause 4.3(a) of this Plan excluding any amendments which have not been approved in writing by the Minister;
<b>Required Measures</b>	has the meaning given in clause 5;
<b>Restatement Date</b>	means the date on which all of the conditions precedent set out

	in the Replacement DAR are waived or satisfied, in accordance with its terms;
<b>Restore (Restoration or Restoring)</b>	means to reinstate an active Copper Service or HFC Service that has been subject to temporary disconnection or service suspension;
<b>Retail Business Unit</b>	has the same meaning as in the Undertaking;
<b>Retail Customer</b>	has the same meaning as in the Undertaking;
<b>Retail Orders</b>	means an order received by Telstra from a Retail Customer for a Copper Service or HFC Service;
<b>Retail Copper Services</b>	means a Copper Service supplied by Telstra to a Retail Customer;
<b>Retail Line Rental</b>	means the retail equivalent service of Wholesale Line Rental;
<b>RF Spectrum</b>	means the radio frequency layer of the HFC Network;
<b>RIM</b>	means remote integrated multiplexer;
<b>Rollout Region</b>	has the meaning given in clause 1.3;
<b>RSP</b>	means a carriage service provider who supplies NBN Based Services over the NBN Fixed Line Network but, for clarity, does not include NBN Co;
<b>Separating Network</b>	means: <ul style="list-style-type: none"> <li>(a) a Non Exempt Network over which Telstra is in a position to exercise control; and</li> <li>(b) for the purpose of this Plan, any part of the NBN Fixed Line Network to the extent that it is deemed to form part of the Copper Network or HFC Network for the purpose of this Plan under clauses 1.2(c) or (d);</li> </ul>
<b>Service Area Module or SAM</b>	means: <ul style="list-style-type: none"> <li>(a) an area, selected by NBN Co in accordance with the NBN Co Design Rules that covers a maximum of 4,000 Premises; or</li> <li>(b) a legacy FSAM, including for clarity an area that was a Rollout Region prior to the Restatement Date;</li> </ul>

<b>Service Continuity Region</b>	means a Rollout Region comprising all Premises within a Parent Rollout Region that NBN Co notifies Telstra are Passed and are not NBN Serviceable as at the date which is 6 months prior to the Disconnection Date for that Parent Rollout Region;
<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;
<b>SIO</b>	means service in operation;
<b>Soft Dial Tone</b>	means: <ul style="list-style-type: none"> <li>(a) a service that allows an end user at a Premises in a Rollout Region connected by a Copper Path over which Telstra supplied a Copper Service which is either a retail Standard Telephone Service or a wholesale line rental service at the Disconnection Date for that Rollout Region, after the disconnection of that Copper Service, to call Telstra’s customer service and fault centre numbers and to make emergency calls, but does not otherwise allow end users to make or receive other calls, or to receive other Copper Services; and</li> <li>(b) that service is taken not to be a carriage service or a Copper Service, for the purpose of this Plan;</li> </ul>
<b>Special Services</b>	means Direct Special Services and Contracted Special Services;
<b>Special Service Inputs</b>	means ULLS certified by a Wholesale Customer as being used to provide carriage services which are Service Equivalent to Direct Special Services;
<b>Specified Rollout Region</b>	means an FSA Module agreed between Telstra and NBN Co as set out in Schedule 11;
<b>SS Class</b>	means each type of Direct Special Service identified in the “Access Service” column of Table 1 and Table 2 in Schedule 4 and each such SS Class will include each Special Service Input that is certified by a Wholesale Customer to be Service Equivalent to that type of Direct Special Service;
<b>SS Disconnection Process</b>	has the meaning given to it in clause 22.5;
<b>SS Equivalent Services</b>	means, in relation to an SS Class, products and services that are the same or better than the products and services that Telstra supplies to its customers by means of that SS Class at the same or better pricing as at the Plan Commencement Date;
<b>SS Product Release</b>	means a commercial release of additional product functionality by NBN Co relevant to a particular SS Class;



<b>Standard Industry Processes</b>	means a technical industry process established under a registered code or other binding regulatory process or practice related to the disconnection of Copper Services;
<b>Subscriber Agreement</b>	means the Subscriber Agreement dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR, in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;
<b>Target MDU Rollout Region</b>	means a Rollout Region comprising Premises in an MDU or MDUs, as notified by NBN Co to Telstra under and in accordance with the Definitive Agreements;
<b>TEBA</b>	means the Telstra Equipment and Buildings Access product;
<b>TEBA Physical Access Procedures</b>	means the TEBA physical access procedures published from time to time by Telstra on the Telstra Wholesale website;
<b>Telstra Committed Date (TCD)</b>	<p>in respect of disconnection of a Wholesale Service or a Premises, means the later of:</p> <ul style="list-style-type: none"> <li>(a) the date requested for disconnection by the Wholesale Customer; or</li> <li>(b) if disconnection requires manual activity by Telstra and no technician appointments are available on the customer requested date, the next available appointment date; or</li> <li>(c) such later date as Telstra and the Wholesale Customer agree in respect of the disconnection;</li> </ul>
<b>Telstra HFC Network Footprint</b>	<p>means the parts of the hybrid fibre-coaxial network comprising:</p> <ul style="list-style-type: none"> <li>(a) coaxial cable which has been constructed by or on behalf of Telstra or Telstra Multimedia Pty Ltd (other than Telstra or Telstra Multimedia Pty Ltd acting as a contractor of NBN Co); or</li> <li>(b) any replacement (but not any geographic extension) of coaxial cable referred to in paragraph (a) of this definition constructed by or on behalf of NBN Co,</li> </ul> <p>in any case, to which a Premises is capable of direct connection other than and excluding for the avoidance of doubt any such connection which requires use of any coaxial cable which has been constructed by or on behalf of NBN Co, except where that coaxial cable is:</p> <ul style="list-style-type: none"> <li>(c) a lead-in directly connected to coaxial cable to which paragraph (a) or (b) of this definition applies; or</li> <li>(d) coaxial cable to which paragraph (b) of this definition applies;</li> </ul>
<b>Telstra Technical</b>	has the meaning given in the applicable service schedule for

<b>Specifications and Procedures</b>	Facilities Access to Equipment Buildings of Telstra’s standard customer relationship agreement, as varied from time to time;
<b>Temporary Cable</b>	means a temporary cable installed by NBN Co or its installer in the course of undertaking Pull Through Activities;
<b>Third Party HFC Network</b>	means the coaxial cable in a hybrid fibre-coaxial cable network (and any amplifiers, taps, drop cables, nodes, and isolator/splitters associated with that coaxial cable) which, as at 7 March 2012, passed more than one million premises and in respect of which, as at that date, a person or persons (other than Telstra or NBN Co) was or were in a position to exercise control;
<b>Unavailable Premises</b>	means Premises in the Fixed Line Footprint in a Rollout Region that are served by a component part of the NBN Fixed Line Network in that Rollout Region in respect of which a Material Unavailability of the NBN has occurred;
<b>Undertaking</b>	means the Structural Separation Undertaking accepted by the ACCC under s.577A(1) of the Act;
<b>USO</b>	means universal service obligation, which has the meaning given in section 9 of the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth);
<b>Varied Plan</b>	means the Plan as varied to comply with the Determination;
<b>Varied Plan Commencement Date</b>	means the date on which the MTM Variations come into force in accordance with clause 4.1;
<b>Verified</b>	means in relation to fibre, that fibre has been identified by NBN Co or a Related Entity of NBN Co as accepted into operation and ready for the provision of NBN Services as part of a bona fide commercial arrangement to provide those NBN Services, and not as part of any pilot, trial or test provision of services (whether or not that commercial arrangement has been entered into and whether or not that fibre is used for the provision of NBN Services);
<b>White Paper</b>	means the white paper published from time to time by NBN Co setting out a proposal for a new SS Product Release;
<b>Wholesale Business Unit</b>	has the meaning given to it in the Undertaking;
<b>Wholesale Customer</b>	means a carriage service provider to whom a Wholesale Service is provided;
<b>Wholesale Line Rental (or WLR)</b>	has the meaning given to WLR in the Undertaking;
<b>Wholesale Order</b>	means an order for a Wholesale Service;

**Wholesale Service**

means a Copper Service supplied by Telstra to a carriage service provider in order that the carriage service provider can provide a carriage service to a third party.

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## Schedule 11 Specified Rollout Regions

	FSAM ID	Name
1.	9CRC-04	Crace
2.	2GOS-01	Gosford
3.	2GOS-03	Gosford
4.	2CFS-04	Coffs Harbour
5.	2LJT-03	Long Jetty
6.	2LJT-01	Long Jetty
7.	2SAW-02	Sawtell
8.	2SAW-03	Sawtell
9.	2CFS-03	Coffs Harbour
10.	2SAW-04	Sawtell
11.	2BLK-03	Blacktown
12.	2LJT-02	Long Jetty
13.	2RIV-02	Riverstone
14.	2RIV-03	Riverstone
15.	2BLK-04	Blacktown
16.	2CFS-06	Coffs Harbour
17.	2BLK-05	Blacktown
18.	2PTH-02	Penrith
19.	2RCH-05	Richmond
20.	2PTH-04	Penrith
21.	2PTH-03	Penrith
22.	2WLG-01	Wollongong

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	<b>FSAM ID</b>	<b>Name</b>
23.	2DAP-02	Dapto
24.	2DAP-03	Dapto
25.	2RIV-04	Riverstone
26.	2DAP-04	Dapto
27.	2LID-02	Lidcombe
28.	2LID-03	Lidcombe
29.	8DRW-04	Darwin
30.	8DRW-05	Darwin
31.	8DRW-06	Darwin
32.	8CSU-03	Casuarina
33.	4APL-04	Aspley
34.	4GDN-03	Goodna
35.	4GDN-04	Goodna
36.	4APL-03	Aspley
37.	4APL-02	Aspley
38.	4GUL-05	Gulliver
39.	4TNS-01	Townsville
40.	4TNS-02	Townsville
41.	4TNS-03	Townsville
42.	4TNS-05	Townsville
43.	4MKY-01	Mackay
44.	4MKY-02	Mackay
45.	4TNS-04	Townsville

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	<b>FSAM ID</b>	<b>Name</b>
46.	4GDN-05	Goodna
47.	3CTN-07	Carlton
48.	4GDN-06	Goodna
49.	4ACO-01	Ascot
50.	4ACO-02	Ascot
51.	4NDG-01	Nudgee
52.	5ALD-03	Aldinga
53.	5ONK-01	Onkaparinga
54.	5ALD-02	Aldinga
55.	5SFD-04	Seaford
56.	7KIN-03	Kingston
57.	7HOB-04	Hobart
58.	7LAU-01	Launceston
59.	7STH-02	St Helens
60.	7HOB-05	Hobart
61.	7LAU-03	Launceston
62.	7KIN-04	Kingston
63.	7LAU-04	Launceston
64.	7HOB-06	Hobart
65.	7KIN-02	Kingston
66.	7HOB-03	Hobart
67.	7LAU-02	Launceston
68.	7SOE-01	Somerset

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	<b>FSAM ID</b>	<b>Name</b>
69.	3BAC-03	Bacchus Marsh
70.	3SMR-01	South Morang
71.	3BRU-03	Brunswick
72.	3SMR-04	South Morang
73.	3BRU-04	Brunswick
74.	3BRU-06	Brunswick
75.	3SMR-05	South Morang
76.	3BRU-05	Brunswick
77.	3CTN-04	Carlton
78.	6MSP-03	Meadow Springs
79.	6MDR-03	Mandurah
80.	2CFS-05	Coffs Harbour
81.	3SMR-06	South Morang
82.	6MSP-01	Meadow Springs