



Our Ref: 51717

Contact officer: Andrew Hunt  
Contact phone: 02 6243 1075

Dear Ms van Beelen

Thank you for your letter of 15 October 2018, advising that Telstra considers the potentially differential requirements under the Migration Plan and section 11 of the ACMA Service Continuity Standard constitutes a Force Majeure Event under clause 4.5 of the Plan. Specifically, relating to reconnection of legacy services in certain circumstances.

You have notified us under clause 4.5 and indicated that you have agreed a change to the Definitive Agreements with NBN Co. You have further indicated that once Telstra's obligations under the Standard are discharged in relation to particular premises, Telstra will continue to comply with its obligations under the Plan.

As required under clause 4.5(c)(i) of the Plan, can you please advise us of the steps which Telstra will undertake under clause 4.5(b) to address, overcome or mitigate the effect of the Force Majeure Event?

In particular, where Telstra's obligations under the Standard have been discharged and an NBN service subsequently becomes serviceable at premises, can you advise how continuing to comply with the Plan will lead to in the legacy services being disconnected again, and in accordance with what timeframes and conditions?

Following your advice, we will publish the correspondence (excluding the extract of the Definitive Agreements provided) on the ACCC website, as has been the case in relation to Excluded Events under the same clause of the Plan. Please advise us if you consider there are any ASX disclosure issues.

Grateful for your response by Monday, 29 October.

Yours sincerely

Robert Wright  
General Manager  
Insurance, Water and Wireline Markets Branch