TELSTRA'S

Universal Service Obligation

STANDARD MARKETING PLAN

A plan that sets out the equipment, goods or services that Telstra will supply in fulfilment of the Universal Service Obligation throughout Australia

Approved by the Australian Communications Authority 30 October 2001. The Australian Communications Authority approved a variation of this plan, incorporating Telstra's Priority Assistance for Individuals policy, with effect from 16 September 2002. A further variation incorporating various updates was approved by the Australian Communications Authority 29 June 2005. The Australian Communications and Media Authority approved a variation of this plan, incorporating a variation to Telstra's Priority Assistance for Individuals policy with effect from 24 November 2005

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1 Introduction

1.1 Universal Service Obligation

As the primary universal service provider, Telstra must ensure that all people in Australia have reasonable access to standard telephone services and payphones. The supply of standard telephone services includes consumers having access to an efficient and reliable telephone service, good voice reception and responsive fault repair.

Telstra will be taken to have fulfilled its universal service obligation to persons under the Act by supplying and maintaining the first standard telephone service to another person (the customer) at each particular place of residence or place of business, if that standard telephone service is reasonably accessible[1] to persons other than the customer reasonably requiring the use of that service in that property or place.

This plan describes the standard telephone service and payphone service that Telstra will supply throughout Australia in fulfilment of the universal service obligation.

Customers should also refer to Telstra's universal service obligation Policy Statement for a general statement of the policy Telstra will apply in supplying equipment, goods or services as the primary universal service provider.

Customers can obtain more information about the universal service obligation from the following sources:

- On-line (at http://www.telstra.com.au/universalservice/) or by hard copy upon request;
- Telstra's Customer Service Charter (available on-line at http://www.telstra.com.au/charter/); and
- Promotion and advertising via Telstra's web site (http://www.telstra.com) and in print.

This plan can also be made available in Braille and in languages other than English upon request, by writing to:

Group Manager
Consumer & Compliance
Telstra Regulatory
Level 39
242 Exhibition St
Melbourne Victoria 3000

or by contacting the Disability Enquiry Hotline on FREECALL™ 1800 068 424* (Voice calls) or FREECALL™ 1800 808 981* (TTY calls).

[1] A description of "reasonable access" in relation to supply of the standard telephone service con be found in section 2 of Telstra's Universal Service Obligation Policy Statement

1.2 Digital Data Service Obligation

Telstra is a carrier declared by the Government to fulfil the digital data service obligation throughout Australia. The digital data service obligation is the obligation to ensure that either:

(i) general digital data services; or

(ii) special digital data services;

are reasonably accessible to all people in Australia on an equitable basis, no matter where they live or conduct business.

Customers who require further information on the services that Telstra provides in fulfilment of this obligation should refer to:

- Telstra's Digital Data Service Plan for General Digital Data Service Areas; and
- Telstra's Digital Data Service Plan for Special Digital Data Service Areas.

Both Plans can be accessed on the Telstra web site at: http://www.telstra.com.au/corporate/ddsp.htm; or hard copies can be supplied upon request by writing to:

Group Manager
Consumer & Compliance
Telstra Regulatory
Level 39
242 Exhibition St
Melbourne Victoria 3000

2.The Standard Telephone Service In Australia

2.1 The Service

The standard telephone service provides for voice telephony or an equivalent service to meet the requirements of the Telecommunications (Consumer Protection and Service Standards) Act 1999 and the Disability Discrimination Act 1992.

The provision of a standard telephone service from Telstra includes a connection from Telstra's local telephone exchange to the network boundary in a building on the customer's premises. This includes the lead in cable and any associated equipment such as the conduit between Telstra's network in the street and the network boundary at the customer's premises. Where a service connection requires a new lead in cable to be provided, any trenching necessary between the point that the lead in cable enters the customer's property and the point that the lead in cable enters the building, will be the responsibility of the customer. The customer may chose to dig the trench themselves, use a contractor of their choice or use a contractor recommended by Telstra. Telstra is able to provide advice on where the trench should be located. Under normal operating conditions a standard telephone service provided by Telstra includes:

- the full maintenance of the service up to the network boundary;
- connection from the network boundary to the local Telstra telephone exchange;
- access to the PSTN being part of the multi-carrier national integrated telephone network;
- the ability to make and receive automated national and international voice grade telephone calls 24 hours-per-day;
- 24 hours-per-day access to an emergency number, which gives the customer access to emergency services free of charge;
- 24 hours-per-day access to operator assistance for directory assistance, national and international call connection and reporting of service difficulties;
- a unique telephone number, allocated in accordance with the Telecommunications Numbering Plan 1997 and an appropriate directory listing, except where the customer requests otherwise, for that number;
- a level of privacy and security to enable users to conduct business and personal communications with confidence;
- monthly billing where requested by the customer;
- itemised billing for all calls (itemised billing for local calls is available on request and attracts a fee);
- where technically feasible, calling number display, for use by the called party, transmitted at the discretion of the calling party; and
- a voice grade service which enables the user to establish a telephony connection to another party anywhere on the multi-carrier national integrated telephone network and conduct clear communication within the following performance objectives:

- the ability to originate or terminate calls (indicated by the presence of dial tone) 99 per cent of the time over a continuous 12 calendar month period. This is a network performance measure, which applies to the connection from the network boundary to the local Telstra telephone exchange, and excludes customer premises equipment;

- successful switching at the first attempt to the required number of more than 95% of non-international calls through each local exchange during the Day period, over any three calendar months. Calls included are those where the dial tone is present at the initiation of each call and a valid telephone number is dialled. Successfully switching occurs when the calling customer receives a network response indicating the called party's service is answered, busy or ringing;

- an insertion loss of not greater than 7 dB measured between 600 ohms at a frequency of 820 Hertz between the customer side of the network boundary and the customer's local telephone exchange equipment; and

- a continuous random noise power of not greater than -55 dBmP measured at the customer side of the network boundary.

The conditions, charges and specifications for the standard telephone service normally supplied by Telstra are outlined in the General Conditions and the Public Switched Telephone Service section of Our Customer Terms , available at: http://www.telstra.com.au/customerterms/index.htm. A summary of this agreement is made available to all Telstra customers.

Note that the above reference to the standard telephone service having calling number display functionality does not mean the basic rental handset [TS1000S] offered by Telstra has calling number display functionality. To use calling number display, customers will need to subscribe to the service and obtain special equipment.

Subject to the detailed provisions contained in this plan, there are a number of principles relating to the provision of a standard telephone service. For example, Telstra will:

- consider and respond to all requests from any person in Australia for a standard telephone service;

- make all reasonable efforts to meet each request for a standard telephone service from any person in Australia on an equitable basis, no matter where they live or conduct business, on the date the customer requires it to be connected;

- provide Priority Customers (customers who satisfy the eligibility criteria in relation to a diagnosed life-threatening medical condition, as set out in Section 3 of Telstra's Priority Assistance for Individuals Policy) with the highest level of service practicably available at the time on:

  - the supply of the first standard telephone service (where no other standard telephone services exist); and

  - the fault repair of a nominated standard telephone service (where all the Priority Customer's services are inoperative);

- reasonably endeavour to consult on the provision of the standard telephone service to people with disabilities and those people in remote areas including Remote Indigenous communities;

- reasonably endeavour to plan for future changes in demand for standard telephone services which may result from influences such as population changes; and

- offer customers an interim service, or in some circumstances, a choice between an interim service and an alternative service, where an extensive delay is envisaged in supplying a first standard telephone service or repairing a fault on one inoperative standard telephone service.

2.2 The Network

The standard telephone service is provided by a network of optical fibre, coaxial cable, copper wire pairs, radio, satellite and other means of transmitting voice signals.

Telstra has developed and operates a local, national and international telecommunications service that covers the entire Australian continent and population. The network includes more than 5,000 local telephone exchanges serving 10.2 million users handling on average 36 million calls a day.

Telstra's cable network consists primarily of underground cable with some above ground cables in areas where it is difficult to install cables underground. The rural and remote network (generally defined as those areas that are outside Australia's metropolitan and regional cities or major country towns) is a combination of the Telstra terrestrial cable network and radio systems, together with the use of satellite facilities as appropriate, which link into the terrestrial cable network. Approximately 15 percent of Australia's 19.5 million people live in rural and remote areas, covering approximately 6.5 million square kilometres or about 85 percent of Australia's land mass. This equates to less than one telephone service per 385 square kilometres.

The standard telephone service extends to most remote Australians via radio concentrator systems, enabling them to connect to a local telephone exchange via a radio signal. In some cases, a customer can be as far as 400 kilometres from the nearest local telephone exchange. Approximately two thirds of Australia's land surface is serviced by approximately 250 radio concentrator systems.

Telstra continues to modernise and upgrade its existing digital radio concentrator system network. Under its June 2001 agreement with the Commonwealth to provide untimed local calls to Telstra's extended zones, Telstra will provide customers with higher quality telephone services and improved dial-up speeds to support Internet access.

These initiatives will deliver Australia one of the best remote communications networks in the world by progressively replacing the existing low capacity digital radio concentrator systems. The majority of the upgrading work will use higher capacity radio concentrator systems while the remaining work will utilise wireless local loop, satellite based services, optical fibre cable or pair gain systems.

2.3 The Equipment

In conjunction with providing a standard telephone service, Telstra will supply the customer with a basic telephone handset (TS1000S) upon request. Customers will be given the option of hiring or purchasing a basic telephone handset. Customers with a disability will be provided with the telephone equipment set out in Telstra's Disability Equipment Program.

Alternatively, customers may obtain equipment from other suppliers to connect to Telstra's standard telephone service network, provided it is labelled according to the requirements of the Australian Communications and Media Authority (ACMA).

2.4 Time for Supply

Telstra will aim to supply a standard telephone service on the date that a customer requires it to be connected. However, it will not always be possible to make firm arrangements at the time of the customer's application. Further, a commitment date may sometimes have to be changed (for example, due to damaged infrastructure at the customer's site).

A standard telephone service can only be provided where relevant Local Government and/or State/Territory planning approval exists or can be reasonably assumed.

The timeframes within which Telstra aims to supply standard telephone services are specified below and are dependent upon whether the site:

- already has an in-place connection;
- is readily accessible to infrastructure Telstra can use; and
- is located in an Urban, Major Rural, Minor Rural or Remote area.

Telstra will endeavour to arrange appointment times for the supply of standard telephone services in a manner consistent with the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2).

Priority Customers will be supplied with a first standard telephone service in accordance with the arrangements set out in Section 4.2 of the Priority Assistance for Individuals Policy (see Appendix).

All service delivery and restoration timeframes in this plan only apply to requests for delivery of the standard telephone service as currently defined in this plan. Any legislative amendments to the functionality of the standard telephone service will require a re-assessment of timeframes in this plan.

2.4.1 In - place Connection

An 'in-place connection' is the connection of a standard telephone service at a site where a previous working standard telephone service has been cancelled and is available for automatic re-activation. No additional connection work between the network boundary at the site and Telstra's local telephone exchange, or at that exchange, is required.

Where these conditions are met, the telephone access network/line is electrically and physically intact through to the first telephone socket on the site (or Main Distribution Frame for multiple lines) and Telstra does not need to visit the site or the local telephone exchange. In these circumstances, Telstra will firstly aim to supply the standard telephone service on the date the customer requires it to be connected or at a later date if agreed to by the customer, otherwise, within 2 working days of the date of the customer's request.

If these conditions are not met, the service will be connected in accordance with the relevant situation categories and associated timeframes set out in sections 2.4.2 and 2.4.3.

2.4.2 Readily Accessible to Infrastructure Telstra Can Use

Where a site is readily accessible to telephone network infrastructure that Telstra can use, and there is sufficient network infrastructure capacity to effect service connection (eg; local telephone exchange, main cables, distribution cables, radio distribution systems and lead ins), Telstra will aim to supply the standard telephone service on the date the customer requires it to be connected.

If this cannot be done, Telstra will aim to meet the following timeframes, or on a later date requested or agreed to by the customer:

Service Location Category:	Time for supply:
Urban Area	Within five [5] working days from the date of the customer's request
Major Rural Area	Within ten [10] working days from the date of the customer's request
Minor Rural Area	Within ten [10] working days from the date of the customer's request
Remote Area	Within fifteen [15] working days from the date of the customer's request

Timeframes for supply are generally consistent with those used in the Telecommunications (Customer Service Guarantee) Standard 2000.

2.4.3 Not Readily Accessible to Infrastructure Telstra Can Use

Where a site is not readily accessible to telephone network infrastructure that Telstra can use (eg; no local telephone exchange, no main cables, no distribution cables, no radio distribution systems or no lead-ins), or where telephone network infrastructure exists but has insufficient capacity available (eg; no spare distribution cables, network element(s) re-allocated or removed), or no useable lead-in cable), additional time will be needed to install the required network infrastructure.

If Telstra cannot supply the standard telephone service on the date the customer requires it to be connected, Telstra will aim to supply the standard telephone service within one month (equivalent to 20 working days) from the date of the customer's request, or on a later date if requested or agreed to by the customer.

The working day equivalent timeframes are as used by Telstra for reporting purposes under the Telecommunications (Customer Service Guarantee) Standard 2000.

2.4.4 Unusual/Exceptional Circumstances

Telstra reserves the right to supply the standard telephone service outside these timeframes if Telstra's ability to supply standard telephone services is affected by circumstances beyond its control. Some examples include:

- damage to a Telstra facility by a third party;
- natural disasters or extreme weather conditions that cause widespread service outages and restrict connection of standard telephone services;
- a request by a public authority to provide emergency communications services that restricts connection of standard telephone services;

- a Commonwealth, State or Territory law that prevents Telstra from supplying a standard telephone service (for example, the service is to be located in a hazardous/dangerous area or where occupational health and safety obligations for staff may be contravened);

- where significant environmental impact issues need to be resolved;

- where there is protracted delay in obtaining third party land access or relevant authority approval for network facilities' installation;

- where delay is caused by an equipment supplier/manufacturer; or

- where delay is caused by a customer, for example, due to the non-completion of building construction work or the completion of suitable lead-in trenching.

Telstra's right to supply standard telephone services outside the timeframes described above only applies while the unusual/exceptional circumstances apply.

In unusual/exceptional circumstances where a Priority Customer has requested the supply of a standard telephone service, Telstra will supply the standard telephone service in accordance with the arrangements set out in Section 4.3 of the Priority Assistance for Individuals Policy (see Appendix).

In very rare and exceptional circumstances Telstra may refuse or delay the supply of the standard telephone service. For example, Telstra will not normally supply a service in a hazardous/dangerous area or where occupational health and safety obligations for staff may be contravened. Telstra will discuss the circumstances in which it declines a customer request for a standard telephone service under this provision with the ACMA.

2.5 Time to Repair Faults

Telstra will use reasonable endeavours to repair at least one inoperative standard telephone service at a place of residence and place of business in the following timeframes according to the service location:

Service Location Category:	Time for repair:
Urban Area	End of one [1] full working day after being notified of the fault
Major Rural Area and Minor Rural Area	End of two [2] full working days after being notified of the fault*
Remote Area	End of three [3] full working days after being notified of the fault*

*Where Telstra disconnects the standard telephone service due to an administrative error, or a fault can be repaired without attending the customer's premises or performing internal or external plant work, the repair timeframe for all service locations will be the end of one [1] full working day after being notified of the fault.

These timeframes are generally consistent with those used in the Telecommunications (Customer Service Guarantee) Standard 2000. In some cases an inoperative standard telephone service will be repaired on a temporary basis only until permanent repair can be completed.

Telstra will endeavour to arrange appointment times for repair of a faulty standard telephone service with the customer in a manner consistent with the Telecommunications (Customer Service Guarantee) Standard 2000.

Where a Priority Customer has a fault on their standard telephone service (and all services at the residence are inoperative, whether supplied by Telstra or another provider), Telstra will repair the fault in accordance with Section 4.1 of the Priority Assistance for Individuals Policy (see Appendix).

Telstra and the customer may depart from these maintenance timeframes by agreement.

2.5.1 Disaster, Major Emergencies etc

Telstra is not responsible for disruptions to standard telephone services caused by circumstances reasonably beyond its control. However, its policy is to restore such services as quickly as possible, particularly in emergency and disaster situations, and where major telephone network faults affect large numbers of customers.

Telstra co-operates with other essential service providers when responding to natural disasters, to restore telephone services quickly and efficiently. Access to telephone services during a disaster or declared emergency may be restricted to allow relief organisations to use the full capabilities of the telecommunications network. In addition, new connections of standard telephone services and fault repair are prioritised for emergency service providers (Police, Ambulance, Fire Brigade and certain other emergency services).

Where a large number of standard telephone services in an area are disrupted (for example, due to extreme weather conditions), Telstra will implement various strategies. These may include:

- placing a recorded voice announcement on Telstra's fault reporting numbers to provide information on the outage to affected customers;
- increasing the number of resources to manage the peak in demand;
- identifying related faults in an affected area (for example, faults caused by a cut cable), to ensure resources are used effectively to repair faults; and
- offering an alternative service or interim service.

In emergency and disaster situations where a Priority Customer has a fault on their standard telephone service, Telstra will repair the fault in accordance with Section 4.3 in the Priority Assistance for Individuals Policy (see Appendix).

2.5.2 Non-Commercial Emergency, Essential and Community Service Organisations

Telstra recognises that some non-commercial organisations provide emergency, essential or community services to the public where life, health, safety or shelter may be at risk without fully operational telecommunications services (for example, a public hospital's main inbound calling number used for emergency calls).

To ensure these non-commercial organisations have one operative standard telephone service at their premises, Telstra will provide a priority status for the repair of the standard telephone service in accordance with its Community, Essential and Emergency Services Policy.

Telstra will ensure that appropriate non-commercial organisations are made aware of the existence of priority status, the eligibility criteria and application process.

2.6 Interim Service and Alternative Service Arrangements

Where an extensive delay is envisaged in supplying a standard telephone service or repairing a fault with an existing standard telephone service, Telstra will offer an interim service, or in some circumstances, a choice between an interim service and an alternative service consistent with its universal service obligation. The offer will be limited to one service per place of residence and one per place of business, irrespective of the number of standard telephone services provided at either place.

Section 11.1 of the Priority Assistance for Individuals Policy addresses the provision of Interim Priority Services and Alternative Services for Priority Customers.

The arrangements set out in this section are to be applied in a manner consistent with the Telecommunications (Customer Service Guarantee) Standard 2000.

Where the customer (other than a priority customer) accepts Telstra's offer of an interim service or an alternative service, Telstra will supply the service in the following timeframes.

2.6.1 Where a Standard Telephone Service Cannot be Supplied Within 30 Working Days

Where Telstra receives a request for the supply of a standard telephone service and it cannot be supplied within 30 working days of the request, Telstra will, where the customer requires the service to be connected within this timeframe, offer the customer either an interim service, or a choice between an interim service and an alternative service.

Where the customer accepts the offer of an interim service or an alternative service within one working day of the offer being made, Telstra will supply the service within thirty (30) working days of the customer's request. A working day will be added to this period for each extra working day taken by the customer to accept Telstra's offer.

2.6.2 Where an Inoperative Standard Telephone Service Cannot be Repaired within Five Working Days

Where a customer has reported a fault in relation to a standard telephone service which causes that service to be inoperative and Telstra cannot rectify the fault within five [5] working days after being notified of the fault, Telstra will offer the customer either an interim service, or a choice between an interim service and an alternative service, within four [4] working days after being notified.

Where the customer accepts the offer of an interim service or an alternative service within one working day of the offer being made, Telstra will supply the interim service or the alternative service in the following timeframes according to the service location:

Service Location Category:	Time for supply:
Urban Area	End of six [6] full working days after being notified of the fault*
Major Rural Area	End of seven [7] full working days after being notified of the fault*
Minor Rural Area and Remote Area	End of eight [8] full working days after being notified of the fault*

*A working day will be added to these timeframes for each extra working day taken by a customer to accept Telstra's offer beyond the first working day of the offer being made.

2.6.3 Where a Standard Telephone Service Has Been Inoperative on Three or More Occasions for a Total Period of 14 Calendar Days or more within a 12 Month Period

(a) Where a customer's standard telephone service has been inoperative on three or more occasions for a total period of 14 calendar days or more within the previous 12 month period, Telstra will, at the request of the customer2, supply an interim service or an alternative service as soon as practicable and, in any event, in the following timeframes according to the service location:

Service Location Category:	Time for supply:
Urban Area and Major Rural Area	End of two [2] full working days after receiving a completed IPSTS agreement from the customer
Minor Rural Area and Remote Area	End of three [3] full working days after receiving a completed IPSTS agreement from the customer

Telstra will continue to supply the customer with the interim or the alternative service while the customer's standard telephone service remains inoperative (subject to the maximum period specified in section 2.6.4.1) or 14 calendar days, whichever is longer, unless otherwise agreed with the customer.

(b) Where a customer has been supplied with an interim service or an alternative service under section 2.6.3(a) and the customer's standard telephone service becomes inoperative within 12 months of its restoration, Telstra will:

- offer the customer an interim service, or a choice between an interim service and an alternative service, as soon as practicable after being notified of the inoperative service; and
- if the customer accepts the offer, Telstra will supply the interim service or the alternative service as soon as practicable and, in any event, in the following timeframes according to service location:

Service Location Category:	Time for supply:
Urban Area and Major Rural Area	End of two [2] full working days after receiving a completed IPSTS agreement from the customer
Minor Rural and Remote Area	End of three [3] full working days after receiving a completed IPSTS agreement from the customer

Telstra will continue to supply the customer with the interim or the alternative service while the customer's standard telephone service remains inoperative (subject to the maximum period

specified in section 2.6.4.1) or 14 calendar days, whichever is longer, unless otherwise agreed with the customer.

Example

The following example is provided for clarification purposes.

Telstra will provide an interim service or alternative service to a customer where:

1. a customer's standard telephone service has three faults between 31 October 2001 and 31 October 2002 where the standard telephone service is inoperative for a total period of 14 days. The customer requests an interim service or an alternative service on 31 October 2002 when the third fault occurs.

2. the same customer's service is restored on 1 November 2002. The customer is therefore entitled to the offer of an interim service, or in some circumstances, a choice between an interim service and an alternative service, until 1 November 2003, for any fault that causes the customer's standard telephone service to be inoperative. The customer has two faults during the 12 month period up until 1 November 2003, one on 27 January 2003 where the standard telephone service is inoperative for eight days, and one on 15 June 2003 where the standard telephone service is inoperative for five days. On each occasion the customer accepts Telstra's offer of an interim service or an alternative service.

3. the same customer has a fault on 20 January 2004, where the standard telephone service is inoperative for two days. The customer requests an interim service or an alternative service. The customer is entitled to an interim service or an alternative service because the customer's standard telephone service would have been inoperative for a total period of 14 days from 20 January 2003 to 20 January 2004. That is, the arrangement outlined in 2.6.3 (a) would apply in respect of the fault occurring on 20 January 2004.

2.6.4 General Conditions

2.6.4.1 Interim Services

An interim service is a voice telephone service that will primarily utilise mobile or satellite technology and deliver core service functionality similar to that of a standard telephone service. Other features, such as data capability, fax capability or enhanced call handling features, may be made available with an interim service at Telstra's discretion. The terms and conditions on which Telstra offers an interim service are described in the IPSTS agreement, which will be provided to a customer who is offered an interim service.

An interim service can be supplied to a customer for a period that does not exceed 6 months or for a longer period with the agreement of the customer.

Where a customer accepts the offer of an interim service, the connection fee for the standard telephone service (ie; the permanent service), including any applicable network extension fee, will be billed to the customer's first account after the interim service has been provided. Connection fees over and above those, which would normally apply if a permanent service had been supplied, will not be charged to the customer. At the time of providing the permanent service, the customer may be required to supply a suitable lead in trench (see section 2.1). Telstra may sometimes seek payment for connection of the standard telephone service prior to providing the interim service. An interim service will be charged at relevant Public Switched Telephone Service rental and call fee rates as set out in Our Customer Terms.

2.6.4.2 Alternative Services

An alternative service provides a customer with access to a telephone service, for example, a network call diversion to the customer's mobile telephone service or second fixed line telephone service. The terms and conditions on which Telstra offers an alternative service, including the time for supply of the service and any associated costs, will be provided to a customer at the time of requesting or being offered an alternative service.

Where a customer is offered the choice between an interim service and an alternative service, Telstra will provide the customer with sufficient information about:

- the features and functionality of each service; and
- the terms and conditions of supply of each service, including price and connection timeframes;

to enable the customer to decide between the merits of each service.

Where a customer accepts an offer of an alternative service but subsequently requests the supply of an interim service, Telstra will supply an interim service to the customer instead of the alternative service as soon as practicable after receiving the request.

2.6.4.3 Unusual/Exceptional Circumstances

Where circumstances outside of Telstra's control arise, Telstra:

(a) will not be obliged to offer an interim service or an alternative service in those instances where a standard telephone service cannot be supplied or repaired (subject to the emergency requirements); and

(b) will be exempt from having to provide an interim service or an alternative service, to the extent that Telstra's ability to supply these services is affected by such circumstances.

Examples of circumstances beyond Telstra's control include:

- damage to a Telstra facility by a third party;
- natural disasters or extreme weather conditions that cause widespread service outages, (for example, flooding which restricts access to affected areas);
- a request by a public authority to provide emergency communications services to assist in emergency action;
- where Telstra is unable to obtain lawful access to land or a facility;
- a Commonwealth, State or Territory law prevents Telstra from complying with this commitment, for example, where the service is to be located in a hazardous/dangerous area, or where Telstra's occupational health and safety obligations may be contravened;
- where Telstra is unable to make an appointment with a customer to install and demonstrate an interim service or an alternative service;
- where significant environmental impact issues need to be resolved;

- where delay is caused by an equipment supplier/manufacturer; or
- where delay is caused by a customer (for example, the customer reschedules the date for connection of an interim service or an alternative service).

2.7 Priority Assistance for Individuals

Telstra's Priority Assistance for Individuals Policy provides Telstra residential customers who have a diagnosed life threatening medical condition (as described more fully in Section 3 of the Priority Assistance for Individuals Policy) with the highest level of service practicably available on:

- the supply of a first standard telephone service (where no other standard telephone service exists, whether provided by Telstra or another provider); and
- the fault repair of an existing standard telephone service (where all other standard telephone services at the place of residence are inoperative, whether provided by Telstra or another provider).

Telstra will effect supply and/or repair faults within the timeframes prescribed in its Priority Assistance for Individuals Policy.

A Priority Customer is entitled to Priority Assistance on one nominated standard telephone service per residence to maximise service continuity. Telstra's obligations are to:

- implement a communications strategy and generate customer awareness of Priority Assistance;
- train staff on managing the end to end process for Priority Assistance;
- implement and maintain a straightforward assessment and application process for Priority Assistance (refer to Sections 8 and 9 of Telstra's Priority Assistance for Individuals Policy);
- inform affected Priority Customers of Service Disruptions or Service Disruptions at the time a Priority Customer reports a fault with an existing standard telephone service or requests the supply of a new standard telephone service;
- implement methods of enhancing service reliability for Priority Customers;
- where service timeframes cannot be met, offer Priority Customers an Interim Priority Service or the choice between an Interim Priority Service and an Alternative Service (as outlined in Telstra's Priority Assistance for Individuals Policy);
- provide Priority Customers with 24 hours/7 days per week service coverage for priority fault management, handling and repair;
- abide by the privacy requirements as outlined in the Privacy Act 1988;
- apply special credit management guidelines where a Priority Customer is repaying, or fails to repay, an overdue bill;

- ensure that its complaint management process adequately manages customer complaints relating to Priority Assistance, including a Priority Customer's right to seek a review with the Telecommunications Industry Ombudsman (TIO);

- maintain records of Priority Customers and report to the ACMA in accordance with the record and reporting regime outlined in Telstra's Carrier Licence Conditions; and

- advise Priority Customers of Telstra's right to charge for prioritised connection or fault repair of a standard telephone service, where a customer is found to be ineligible for Priority Assistance and Telstra has incurred additional costs for the prioritised service of work undertaken.

For further information see the Priority Assistance for Individuals Policy (see Appendix).

2.8 People With A Disability

2.8.1 Telstra's Disability Equipment Program

2.8.1.1 The equipment

Telstra established its Disability Equipment Program in 1987. Initially three products were provided under the program, namely a volume control phone (an enhancement to the standard rental telephone), a loud sounding alarm and a visual alert.

As Telstra's standard rental telephone has developed, features such as a tactile orientation mark on the number '5' button, hearing aid coupling, one touch memory buttons and soft touch keypad with clear lettering have been introduced to meet the needs of people with a disability.

Telstra sources disability equipment from various local and overseas manufacturers. Equipment imported from or based on overseas designs are modified to suit Australian regulatory requirements and Telstra's own safety and performance specifications, which include specific features to assist people with a disability.

In September 1998, Telstra's Disability Equipment Program was expanded to provide customer equipment that was formerly provided under the Telstra TTY Program and the Federal Government's National Relay Service - Telecommunications Equipment Access ('NRS-TEA') Program. Under these two programs, people who are deaf, have a speech or communication impairment, or who are deaf and blind were provided with a voucher towards the purchase of a TTY, modem or telebraille. Government funding for the NRS-TEA program ceased on 30 June 1998.

The Telecommunications (Equipment for the Disabled) Regulations 1998 (the Regulations) specify the kind of customer equipment that is available to be supplied to a person with a disability for use in connection with the standard telephone service. The Regulations specify the kind of customer equipment by way of functionality.

Telephones/products/accessories with the following features are available by way of hire under Telstra's Disability Equipment Program: upgrade to a tone dial telephone; volume control; voice aid; big buttons; hands free; cordless; extension ringer/alarm; visual signal alert; a range of TTYs; a Braille TTY and a TTY with a large visual display; computer modems; double adaptors; Holdaphone and Cochlear Implant Telephone Adaptors.

From 1 July 2003, Telstra introduced its new standard rental phone, the T1000S. This phone includes a new, adjustable volume control feature. The T1000S replaces the older model Volume Control phone in Telstra's Disability Equipment Program for customers who require volume control functionality to access the standard telephone service.

From time to time, Telstra considers the inclusion or deletion of a piece of disability equipment under its Disability Equipment Program due to feedback received from customers, technological advances, the introduction of new products or the potential that some items of disability equipment may not be manufactured in the future. Telstra will seek the advice of its Disability Equipment Program Consumer Advisory Group in considering any changes to the disability equipment it provides under its program.

For example, the telebraille that was approved for use in Australia but is no longer being manufactured, was replaced in 2003 by a Braille TTY following extensive development work to make the equipment suitable to Australian conditions including consultation and trials with key stakeholders. A TTY with a large visual display was also introduced to the program at the same time as the Braille TTY for Telstra customers who are deaf and/or blind but who have some residual vision.

In January 2005, Telstra introduced a cordless phone into its Disability Equipment Program. This phone enables customers who have difficulty getting to the phone in time to answer it the ability to do so. It has adjustable ringer volume; adjustable volume control; an in-built hearing aid coupler; large key-pad buttons, and hands free functionality.

In July 2005, Telstra introduced a Big Button-Multipurpose phone into its Disability Equipment Program. Developed in consultation with Telstra's Disability Equipment Program Consumer Advisory Group, this phone includes a keypad with large buttons with large numbers/letters; one-touch hands free functionality; memory buttons for frequently called numbers; adjustable ringer volume and pitch; adjustable voice aid to amplify outgoing speech; adjustable volume control to amplify incoming speech; in-built hearing aid coupler; flashing light for incoming calls; and an additional port that can be used for an external single switch (eg jellybean, lever, puffer switch) for customers who have difficulty dialling numbers.

2.8.1.2 Eligibility Criteria

Under the expanded Disability Equipment Program, the same eligibility criteria apply to all customers with a disability, irrespective of the nature or severity of their disability or the type of disability equipment they require. To be eligible to obtain disability equipment under the program, a person must meet the following criteria:

Residential

- the customer acquires a standard telephone service (ie; basic line access) from Telstra that includes the provision of local call access, and pays or is willing to pay first phone rental to Telstra; and

- the customer (or a member of his/her household) has a disability and is unable to use a standard telephone handset and has their Disability Equipment Program Application Form signed by an authorised, appropriately qualified professional, being a Medical Practitioner (general practitioners and specialists), Audiologist, Audiometrist, Speech Pathologist, Occupational Therapist, Ophthalmologist or Optometrist.

Home Business

- the customer operates a business from home and acquires a standard telephone service (ie; basic line access) from Telstra that includes the provision of local call access, and pays or is willing to pay first phone rental to Telstra; and

- the customer (or a member of his/her household) has a disability, is unable to use a standard telephone handset and has their Disability Equipment Program Application Form signed by an authorised, appropriately qualified professional, being a Medical Practitioner (general practitioners and specialists), Audiologist, Audiometrist, Speech Pathologist, Occupational Therapist, Ophthalmologist or Optometrist.

Business

- the customer is a business customer and acquires a standard telephone service (ie; basic line access) from Telstra that includes the provision of local call access, pays standard line rental, and pays or is willing to pay first phone rental to Telstra; and

- has an employee who meets the criteria of Telstra's Disability Equipment Program and has their Disability Equipment Program Application Form signed by an authorised, appropriately qualified professional, being a Medical Practitioner (general practitioners and specialists), Audiologist, Audiometrist, Speech Pathologist, Occupational Therapist, Ophthalmologist or Optometrist.

Telstra's obligation as the universal service provider to provide reasonable access to the standard telephone service should not derogate from any obligations that the business customer itself may have to make reasonable adjustments for its employees with a disability as required by the Disability Discrimination Act 1992, including the provision of disability equipment.

Telstra will be taken to have fulfilled its universal service obligation to persons under the Telecommunications (Consumer Protection and Service Standards) Act 1999 by supplying and maintaining the first standard telephone service (which includes a piece of customer equipment) to another person (the customer) at each particular place of residence or place of business, if that standard telephone service (which includes a piece of customer equipment) is reasonably accessible to persons other than the customer reasonably requiring the use of that service and equipment in that property or place.

Where Telstra provides a standard telephone service and local call access to a customer, the customer, if eligible, is entitled to disability equipment under Telstra's Disability Equipment Program even if they have pre-selected another carriage service provider for their long distance calls, international calls and other services.

Customers do not meet the eligibility criteria of Telstra's Disability Equipment Program when:

- they are a business customer and do not acquire a standard telephone service from Telstra (eg; they are using extensions off a switching system). In this instance it is the responsibility of the employer to provide disability equipment to its employee/s; or

- they are a Third Party Customer who does not directly pay Telstra for a standard telephone service (eg; they are a customer of a Telstra reseller); or

- they have ported to another carrier and therefore no longer obtain their local call access directly from Telstra.

All customers are required to pay Telstra the applicable disability equipment hire charges (as advised by Telstra).

Where a person with a disability requires more than one item of disability equipment or a modification of an item of disability equipment in order to reasonably access the standard telephone service (eg; a volume control telephone and an extension ringer), these items of equipment will be provided to the applicant and may be modified under the Disability Equipment Program. Where an applicant requests

two or more items of the same disability equipment for use in different areas of the same premises, they will be eligible only for a single item of disability equipment under the Disability Equipment Program.

2.8.1.3 Application Process

Customers can enquire about the Disability Equipment Program by contacting the Disability Enquiry Hotlines on FREECALL™ 1800 068 424* (Voice calls); FREECALL™ 1800 808 981* (TTY calls); FREEFAX 1800 814 777 (Fax calls) by; email to disability@online.telstra.com.au or by mail to:

Disability Enquiry Hotline
Telstra Corporation Limited
REPLY PAID 4997
Melbourne VIC 8060

Customers can also contact Telstra via the Internet at www.telstra.com.au/disability/contactus.htm

Customers are required to complete a Disability Equipment Program Application Form. Application forms can be obtained online at www.telstra.com.au/disability/catalogue/apply.htm ,from the Disability Enquiry Hotline, Telstra Country Wide offices, from any Telstra Shop, or from a number of community and service provider organisations, located in State and Territory capital cities, that provide services to people with a disability.

All products provided under the Disability Equipment Program are fully maintained by Telstra. Customers experiencing a difficulty with their disability equipment should report the fault to Telstra on 13 2203 (voice calls) in the first instance.

Reporting Faults or Service difficulties if you use a TTY

Customers experiencing a difficulty with their TTY, including Braille TTYs and TTYs with Large Visual Displays should report the fault to Telstra's TTY Fault Centre on 1300 139 404 (TTY) or 1300 552 384 (Voice) from 7am to 7pm Monday to Saturday and from 9am to 5pm Sunday. At other times, TTY users can contact Telstra Faults - 13 2203 - via the National Relay Service (13 3677).

2.8.2 Time for Supply of Disability Equipment

Upon receipt of a Disability Equipment Program Application Form from a customer, Telstra will:

- check that the application form has been duly completed, including the signatures of the applicant, the lessee of the telephone service (where appropriate), and the authorised professional;
- ensure that the eligibility criteria have been met; and
- contact the customer to confirm details and agree on the most suitable disability equipment to meet the customer's reasonable needs. In some instances, Telstra may arrange for equipment to be sent to the customer on a trial basis to ensure the equipment meets the customer's reasonable needs.

Telstra will aim to despatch the disability equipment as soon as possible, but in any event will despatch the disability equipment by courier to the customer's address or nominated collection point within twenty (20) working days of an application being received by Telstra, or on a later date if requested or agreed to by the customer.

There are a number of variables outside of Telstra's control that may prevent Telstra from achieving this timeframe. These include:

- the inability of Telstra or its equipment management company to contact the customer by phone to:

  - verify that all details on the application form are correct, especially the delivery address for the disability equipment; and

  - provide details about the different types of disability equipment available so as to assist the customer in choosing the most suitable disability equipment to meet their reasonable needs.

In the event that a customer cannot be contacted, a contact letter will be sent;

- the need to make a mutually-convenient appointment with the customer due to their personal circumstances, for Telstra or its equipment management company to demonstrate certain types of disability equipment, in order to assist the customer in choosing the most suitable disability equipment to meet their reasonable needs. Such a demonstration may take place at an office of Telstra or its equipment management company, or at the customer's home;

- the ability to source supply of certain types of disability equipment, or a delay on the part of the supplier to supply Telstra with disability equipment; and

- the need for a technician to install the disability equipment at the customer's premises. In such instances, it will be necessary for Telstra to make an appointment with the customer.

Where a customer is not at home at the time of the courier delivery and is therefore unable to accept delivery of the disability equipment, a card is left in the customer's mailbox advising the customer that the disability equipment has been left at the nearest post office or airport depending on the customer's location. In such instances, the customer will need to arrange for collection of the disability equipment, or if this is not suitable, contact the Telstra Disability Enquiry Hotline to make alternative arrangements.

Where a customer requests disability equipment, the maximum supply timeframe for the disability equipment, where variables outside Telstra's control prevent Telstra from achieving the maximum supply timeframe, is extended to the first available working day that the disability equipment can be supplied.

Where a customer requests a new standard telephone service and disability equipment, the maximum timeframe to supply the disability equipment will be within 20 working days of receiving an application form, or the relevant maximum connection timeframe for the standard telephone service as set out in this plan, whichever is the longer.

2.9 Remote Indigenous Communities

2.9.1 Introduction

The provision of telecommunications services to remote Indigenous communities is influenced by a complex set of logistical, technical, cultural and social factors. These factors mean that the ongoing development of appropriately designed solutions is required to address the needs of these communities.

In recognition of some of the particular requirements in servicing remote Indigenous communities, Telstra has introduced the following initiatives:

- establishment of a National Indigenous Directorate to coordinate improvements to telecommunications services for remote Indigenous communities across Australia, and facilitate employment and training programs for young Indigenous Australians within Telstra;

- establishment of a specialist service group to provide a premium level of service to customers in remote areas including remote Indigenous communities;

- provision of cultural awareness training to staff who regularly deal with customers in remote Indigenous communities;

- periodic visits by staff for the purpose of planning for future demand and addressing any telecommunications related enquiries; and

- deployment of an Indigenous training program to provide and maintain telephone services in remote communities, for the purpose of improving relationships with communities and improving response times for new connections and fault restoration.

In addition to the above initiatives, Indigenous representatives actively participate in Telstra's Consumer Consultative Councils. These consultative forums, introduced in 1989, involve Telstra senior management and provide opportunities for consumer representatives to identify issues and provide feedback on Telstra's policies, services and products.

Telstra, through these forums, will also seek the guidance of Indigenous representatives to promote community awareness about obtaining and maintaining telecommunication services.

2.9.2 Role of Payphones

Telstra recognises the integral role of public payphones in remote Indigenous communities, as in many instances a payphone may be the primary telecommunications link a community has with other communities in Australia. In particular, the notion of "shared resources" plays a stronger role in many remote Indigenous communities than in other areas. This means that the provision of "shared phones" such as payphones can be a more appropriate solution.

Telstra supplies a customised payphone cabinet to many of these communities, which is designed to suit the particular environment by offering more shade to the user and resistance to cyclonic conditions. It is also much larger than the typical payphone cabinet provided in urban communities and is therefore able to accommodate more than one person comfortably. Typically, public payphones in remote Indigenous communities are provisioned so that they can accept incoming calls and also send text messages, making them a more complete telecommunications solution for the community. Telstra has also implemented remote diagnostics on all payphones in remote Indigenous communities, meaning that faults can often be detected before users are aware of them, and maintenance activities can be initiated proactively. This increases the availability of the payphones.

In accordance with its universal service obligation, Telstra will generally provide a payphone facility to those remote Indigenous communities with a permanent population of more than 20 adult residents , or 50 people in total, subject to certain criteria, for example, the proximity of other payphone services and the accessibility of the site to customers and maintenance staff. In those circumstances where the provision of a public payphone cannot be justified, as described in section 3.8 of this Marketing Plan, Telstra will actively liaise with the community to determine an alternative solution. Telstra employs an Aboriginal Liaison Officer who works closely with remote Indigenous communities to ensure that a high level of service is given in the provision and maintenance of payphone facilities.

2.9.3 Payphone Siting Criteria

Recognising that payphones play an important role in the provision of telecommunications in remote Indigenous communities, Telstra will consult with community and Indigenous stakeholder representatives to ensure that payphones are appropriately located within the community. In determining the type, location or potential removal of a payphone, the factors outlined in Section 3 will be taken into account by Telstra. In addition Telstra will consider:

- access to existing telecommunications infrastructure;
- access to continuous or community generated 240V power supply;
- proximity to public street/security lighting;
- ability to access payphone at all times of day and night;
- proximity to significant buildings in the community;
- social factors such as location of family groups;
- land access issues;
- environmental factors such as natural features that may be adversely impacted by the installation of a payphone;
- safety of Telstra staff, customers and general public; and;
- access for elderly and incapacitated customers;

Telstra has identified that siting payphones by reference to these criteria has ensured the service is available on a 24 hour, seven day a week basis to community members on a more consistent basis.

2.10 Service Quality and Performance

Telstra will ensure that each standard telephone service supplied as part of its universal service obligation performs according to a technical grade of service quality, in line with appropriate standards or codes of practice on network end-to-end performance.

Telstra will ensure that each standard telephone service supplied as part of its universal service obligation is maintained consistent with applicable standards or codes of practice on network performance.

Telstra will maintain records of Priority Customers and report to the ACMA in accordance with the record and reporting regime outlined in Telstra's Carrier Licence Conditions.

Telstra implemented the Network Reliability Framework (the Framework) on 1 January 2003. The purpose of the Framework is to improve the reliability of Telstra's services at both the network and individual service levels. Under the Framework, Telstra is required to provide data to the Australian Communications and Media Authority (ACMA) on the performance of its Customer Access Network at three different levels:

- level 1 – Geographical Area Level;

- level 2 – Telephone Exchange Service Area Level; and

- level 3 - Individual Service Level.

Details can be found at: http://www.telstra.com.au/servicereports/n_reliability.cfm
or in written format by request from the ACMA.

Service quality relating to the standard telephone service (both technical performance and customer assessment) is reported in aggregate and the results are publicly available. The service is monitored on a regular and timely basis through established industry mechanisms, including Telstra's Quarterly Service Performance Report, reports produced by the ACMA, the Telecommunications Industry Ombudsman, and industry monitored conformance to standards or codes of practice. The ACMA is required to monitor and review Telstra's compliance with its obligations set out in this Plan. Over a period of time the relevance of performance indicators set out in this plan will be reviewed.

Reporting measures cover the main categories of customer concern affecting the relevant areas of service (including provision or restoration of service, PSTN, operator assisted services and their respective customer assessment measures).

3. The Payphone Service In Australia

3.1 Overview

The universal service obligation in relation to payphones is to ensure that payphones are reasonably accessible on an equitable basis to all people in Australia, no matter where they live or conduct business. Telstra's obligation extends to the supply, installation and maintenance of Telstra operated payphones in Australia, including the process for public consultation on the location of payphones and the process for resolution of any complaints about the location of payphones.

Currently Telstra operates approximately 34,000 payphone terminals of various types, with more than 90 percent of payphones accepting both coins and Phonecards (a stored value card containing prepaid phone calls that are sold in denominations of $5, $10 and $20). The rollout of the Telstra Smart Payphone (Telstra's principal payphone) terminals has been completed with more than 30,000 such terminals installed. In addition, Telstra is in the process of upgrading its other coin only Telstra operated payphones with new equipment that will also accept a Phonecard. When completed, this initiative will increase the number of payphones available to customers that are capable of accepting both forms of payment.

There are also approximately 34,000 payphones operated by entities other than Telstra that are connected to a payphone access line provided by Telstra. Most of these privately operated payphones are operated by small businesses and clubs as part of the overall service offering to their customers. However, some of these payphones are operated as part of stand-alone payphone businesses. These services make an important additional contribution to ensuring payphones are 'reasonably accessible', and Telstra is actively involved in the provision of network services and maintenance to support this part of the market.

3.2 The Service

Under normal operating conditions the service provided by Telstra payphones includes the following features:

the ability to make automated national and international voice grade telephone calls 24 hours-per-day;

- 24 hours-per-day access to an emergency number, which when called by the customer, gives the customer access to emergency services, free of charge;

- 24 hours-per-day access to operator assistance for directory assistance, national and international call connection and reporting of service difficulties; and

- a voice grade service which enables the user to establish a telephony connection to another party anywhere on the multi-carrier national integrated telephone network and conduct intelligible communication within the following performance objectives:

  - an ability to originate calls, as indicated by the presence of dial tone, 99 per cent of the time over a continuous 12 calendar month period. This is a network performance measure, which applies to the connection from the network boundary to the local Telstra telephone exchange, and excludes the payphone equipment;

  - over any three calendar months more than 95% of non-international calls through each local exchange during the Day period will be successfully switched at the first call attempt to the required number. Calls included are those where dial tone is present at the initiation of each call and a valid telephone number is dialled. A call is deemed to have been

successfully switched when the calling customer receives a network response indicating the called party's service is answered, is busy or is ringing;

- an insertion loss of not greater than 7 dB measured between 600ohms at a frequency of 820 Hertz between the payphone side of the network boundary and the customer's local telephone exchange equipment; and

- a continuous random noise power of not greater than -55 dBmP measured at the payphone side of the network boundary.

Subject to the detailed provisions contained in this plan, there are a number of principles relating to the provision of a payphone service. For example, Telstra will:

- accept, consider and respond to all requests from any person in Australia for a payphone service;

- make all reasonable efforts to assess the demand for payphone services from all sections of the community who are users of payphone services; and

- as far as is practicable, consult with local communities and Local Government authorities on the type, location or potential removal of a payphone facility.

3.3 The Network

Payphone services are an integral part of Telstra's highly developed and very sophisticated Australian telecommunications network. It is a world class network, supported by world class technologies.

The payphone service and indeed all other telecommunications services offered in urban communities are provided by a network of optical fibre, coaxial cable, copper wire pairs, radio, satellite and other means of transmitting voice signals. The rural and remote network is a combination of the Telstra terrestrial cable network and radio systems that link into the terrestrial cable network.

One feature of the network, provided to support the operation of payphones, is real time charge advice signalling. This feature provides a reliable and accurate method of charging payphone users for their calls. The network signals a payphone when a call has been answered, and provides advice of charging intervals, appropriate for the type and destination of each call. The payphone operator determines the amount to be collected by the payphone for each charging interval.

3.4 The Equipment

Payphones can either be operated by Telstra or by other persons, organisations and businesses. The former are referred to as Telstra operated payphones whereas the latter are referred to as privately operated payphones.

Telstra's standard payphone equipment and enclosures are designed to be functional, robust, easy to use and suited to the environment and conditions for which the equipment is to operate. The most appropriate combination of payphone and enclosure (if required) will be selected to meet the requirements of each site.

3.4.1 Telstra operated payphones

The main payphone supplied and operated by Telstra is the Telstra Smart Payphone. In selecting this payphone, the impact on all users, including people with various types of disabilities was taken into account. The following features are designed to enhance access and usage for all people including those with a disability:

- all new payphones to be mounted at a height that makes them generally accessible to children and adults, either standing or sitting. A maximum height of operable component(s) is to be in a range of 1,335 mm to 1,390 mm, with a recommended optimum height of 1,360 mm. As a result, Telstra does not generally provide special multi-access (lowered) payphones;

- the payphone has a simple layout and is easy to operate. It has smooth surfaces and rounded edges;

- operating instructions are large and easy to comprehend, using text and graphics;

- a large screen display is provided which also provides operating instructions, with the option of selecting text in languages other than English (Telstra is progressively updating the software in its Smart Payphones so all will have the capability to display four languages. The four languages may be varied at Telstra's discretion but will include English, and three of the following four languages: French, Japanese, Mandarin and Spanish);

- an acoustic hearing aid coupler is built into the handset;

- the volume can be adjusted;

- the touch dial keypad has easy to read numbers and a tactile orientation mark on the number '5' button;

- a modular design which allows the equipment to be easily modified from a payphone that accepts coin and Phonecard, to a coin only or a Phonecard only payphone, as circumstances warrant. For example, where regular coin collection is unavailable on an agency basis, Phonecard only function may be installed in consultation with the community; and

- any Smart Payphone can be modified to include a TTY attachment but, to reduce the risk of damage to the TTY attachment and keyboard, they are usually located in internal semi supervised locations such as shopping centres, airports, public hospitals etc.

Telstra also operates a very small number of older coin only payphones. These payphones are being reviewed and, where it is deemed appropriate, will be replaced with a Telstra Smart Payphone.

3.4.2 Privately Operated Payphones

There are approximately 34,000 privately operated payphones in Australia using payphone equipment originally provided by Telstra, predominantly gold phones and blue phones. There are also privately operated payphones supplied by entities other than Telstra.

Users of these privately operated payphones can generally make local, STD® and international calls using 10c, 20c, 50c and $1 coins. Earnings from the payphone are collected by the payphone operator who in turn receives a normal phone bill for all the calls from its carriage service provider. Telstra may not be the provider of the customer equipment or network services in some cases.

3.5 Payphone Enquiries, Applications and Community Consultation

Enquiries concerning the supply and installation, relocation or removal, of Telstra operated payphones, including the process for public consultation on their location and the resolution of any complaints about their location, should be directed to the payphone enquiry line on FREECALL™ 18 02244*.

Applications can be made by any person or community group writing to the Payphone Siting Manager, Locked Bag 6658, Sydney, NSW, 1100, and requesting;

- supply and installation of a Telstra operated payphone at a particular location or business;
- supply and installation of additional Telstra operated payphones at a particular location or business;
- change of an existing location of a Telstra operated payphone; or
- reduction in the number of or removal of a Telstra operated payphone at a particular location or business.

Telstra may consult with other persons, business owners or community groups whom Telstra reasonably identifies as being affected by the Telstra operated payphone siting, installation or removal process.

3.6 Time for Supply

The time for supply of a payphone is dependent upon whether the payphone is a Telstra operated payphone or a privately operated payphone, and a number of other variables. The time for supply of Telstra operated payphones is generally longer than privately operated payphones, as there are variables unique to this type of payphone which impact on the time for supply, for example, the need to consult with third parties and a requirement for additional site works.

3.6.1 Telstra Operated Payphones

An indicative overall timeframe for the consultation and supply of a Telstra operated payphone, covering the time a request for the supply of such a payphone is received by Telstra to the time the payphone service becomes operational, is dependant upon a number of factors, some of which are outside of Telstra's control.

The overall consultation and provisioning process is comprised of three stages, namely the acknowledgment, decision making and installation stages.

Acknowledgment

Telstra will acknowledge, in writing, receipt of a request for the supply and installation of a Telstra operated payphone at a particular location within five [5] working days of receiving a written application from a customer.

Decision Making

In making a decision as to whether a request for a Telstra operated payphone is justified, Telstra will have regard to the following factors:

- whether the request meets the criteria, as defined in section 3.8, for Telstra to fulfil its universal service obligation, or can be commercially justified;
- the need to obtain necessary approvals from third parties including local councils, property owners, and others in the local neighbourhood which may involve door knocking and one to one consultation;
- access of the proposed site to continuous commercial 240 volt mains power;

- environmental considerations; and
- the safety of Telstra staff, customers and the general public.

Telstra will inform a customer who requests the supply and installation of a Telstra operated payphone at a particular location of its decision, whether or not to install a Telstra operated payphone, within three [3] months of acknowledging the initial request. Where Telstra agrees to install a Telstra operated payphone, Telstra will provide the customer with an indicative timeframe for the installation stage based upon the individual circumstances of the case. This timeframe will take into account the variables that may impact upon the installation of a Telstra operated payphone as described under the installation stage. . Where Telstra does not agree to the request to install a Telstra operated payphone, and where that payphone request meets the criteria outlined in Section 3.8, then Telstra will advise the requestor of the impracticalities, in writing where requested, relative to the special circumstances outlined in section 3.8, as to why it does not agree that a pay phone should be installed.

Installation

Telstra will endeavour to install a Telstra operated payphone within the following timeframes, which will apply from the date that Telstra informs a customer of its decision to install the Telstra operated payphone.

The timeframes for installation will depend on whether the request is to a site which:

- is readily accessible to infrastructure Telstra can use; or
- is not readily accessible to infrastructure Telstra can use; and
- whether the site is located in an urban, major rural, minor rural or remote area.

3.6.1.1 Readily Accessible to Infrastructure Telstra Can Use

Where the request for a Telstra operated payphone is to a site which is readily accessible to telephone network infrastructure that Telstra can use, and there is sufficient network infrastructure capacity to effect service connection (eg; local telephone exchange capable of supplying real time charge advice signalling, main cables, distribution cables, radio distribution systems and lead ins), Telstra will aim to install the Telstra operated payphone within three [3] months of Telstra informing a customer of its decision to install a payphone.

3.6.1.2 Not Readily Accessible to Infrastructure Telstra Can Use

For rural and remote areas where the request for a Telstra operated payphone is to a site which is not readily accessible to telephone network infrastructure that Telstra can use (eg; no local telephone exchange, no main cables, no distribution cables, no radio distribution systems, no lead-ins), or where the telephone network infrastructure exists but has insufficient capacity available (eg; no spare distribution cables, network element(s) re-allocated or removed, lead-in delays or non availability of real time charge advice signalling), additional time will be needed to install the required network infrastructure. In such circumstances, Telstra will aim to install the Telstra operated payphone in the following timeframes according to the service location:

Service Location Category:	Time for supply:
Urban Area and Major Rural Area	Within three [3] months of Telstra informing a customer of its decision to install a payphone

Minor Rural Area	*Within six [6] months of Telstra informing a customer of its decision to install a payphone*
Remote Area	*Within nine [9] months of Telstra informing a customer of its decision to install a payphone*

The above timeframes are indicative only and are dependant upon a number of key variables that can impact on the time in which a Telstra operated payphone becomes operational. These include:

- *the availability of suitable payphone equipment and enclosures which will vary depending on the requirements of the individual location;*
- *the manufacture and supply of any non-standard equipment or colours agreed as part of the consultation process;*
- *the time for supply and connection by an electrical authority of continuous commercial 240 volt mains power to the site;*
- *the provision of buildings, enclosures or new infrastructure (eg; footpaths, roads) by utility providers and other entities;*
- *obtaining approvals from other authorities to perform certain work (eg; local road traffic authority for road closure);*
- *the design and provisioning of special exchange equipment required to supply real time charge advice signalling;*
- *the need for additional travelling time where it is necessary to transport qualified Telstra staff and necessary materials to more remote areas;*
- *site accessibility issues due to difficult terrain or weather conditions; and*
- *assessment and resolution of any safety and environment impact issues.*

There will be situations where any of the above variables may prevent Telstra from achieving its indicative timeframe, in which case the customer will be advised of the reason for the delay and a date for installation based on the individual circumstances that apply.

3.6.2 Privately Operated Payphones

A payphone access line, incorporating real time charge advice signalling, is generally required to facilitate the connection of a privately operated payphone (regardless of whether the payphone is supplied by Telstra, the customer or a third party), as it provides a reliable and accurate method of charging payphone users for their calls.

Where a customer applies for the connection of a payphone access line for the purpose of connecting a privately operated payphone and Telstra accepts the application, Telstra will aim to supply the payphone access line on the date the customer requires it to be connected. However, because of the amount or kind of work associated with some new services, it will not always be possible to make firm arrangements at the time of the customer's application. In some circumstances, a commitment date may also have to be changed, for example, due to a lack of Telstra infrastructure at the customer's site only being identified on the pre-arranged day to connect the service.

The timeframes in which Telstra aims to supply payphone access lines are specified below and are dependent on whether the request is to a site which:

- already has an in-place connection;
- is readily accessible to infrastructure Telstra can use; or
- is not readily accessible to infrastructure Telstra can use; and
- whether the site is located in an urban, major rural, minor rural or remote area.

A payphone access line is considered to have been supplied once the service has been terminated on the first telephone socket, or Main Distribution Frame in multiple line premises, and dial tone is present. The following timeframes do not include connection of privately operated payphone equipment.

3.6.2.1 In-place Connection

An in-place connection means the connection of a payphone access line at a site where a previous working payphone access line has been cancelled and is available for automatic re-connection or re-activation by Telstra. In such a situation, Telstra is not required to do any other additional electrical or physical connection work between the network boundary at the said site and Telstra's local telephone exchange, or any work at that exchange including the provision of real time charge advice signalling.

Where the request for service is to a site where in-place conditions are met, the payphone access line is electrically and physically intact through to the first telephone socket (or Main Distribution Frame for multiple lines) on the site, and Telstra does not need to visit the site, Telstra will aim to supply the payphone access line on the date the customer requires it to be connected.

If Telstra cannot supply the service on the date the customer requires, Telstra will supply the service within three [3] working days from the date of the customer's request, or on a later date if requested or agreed to by the customer.

If the payphone access line is not electrically and physically intact, then the service will be connected in accordance with the relevant situation categories and associated timeframes set out below.

3.6.2.2 Readily Accessible to Infrastructure Telstra Can Use

Where the request for a payphone access line is to a site which is readily accessible to telephone network infrastructure that Telstra can use, and there is sufficient network infrastructure capacity to effect service connection (eg; local telephone exchange capable of supplying real time charge advice signalling, main cables, distribution cables, radio distribution systems and lead ins), Telstra will aim to supply the payphone access line on the date the customer requires it to be connected.

If Telstra cannot supply the payphone access line on the date the customer requires, Telstra will aim to supply the payphone access line in the following timeframes according to the service location, or on a later date if requested or agreed to by the customer:

Service Location Category:	Time for supply:
Urban Area	Within seven [7] working days from the date of the customer's request

Major Rural Area	Within fifteen [15] working days from the date of the customer's request
Minor Rural Area and Remote Area	Within forty [40] working days from the date of the customer's request

3.6.2..3 Not readily accessible to infrastructure Telstra can use

Where the request for a payphone access line is to a site which is not readily accessible to telephone network infrastructure that Telstra can use (eg; no local telephone exchange, no main cables, no distribution cables, no radio distribution systems, no lead-ins), or where the telephone network infrastructure exists but has insufficient capacity available (eg; no spare distribution cables, network element(s) re-allocated or removed, lead-in delays or non availability of real time charge advice signalling), additional time will be needed to install the required network infrastructure.

If Telstra cannot supply the payphone access line on the date the customer requires it to be connected, Telstra will aim to supply the payphone access line in the following timeframes according to the service location, or on a later date if requested or agreed to by the customer:

Service Location Category:	Time for supply:
Urban Area and Major Rural Area	Within one [1] month (equivalent to 20 working days) from the date of the customer's request
Minor Rural Area	Within six [6] months (equivalent to 130 working days) from the date of the customer's request
Remote Area	Within twelve [12] months (equivalent to 260 working days) from the date of the customer's request

3.7 Time to Repair Faults

Telstra will use reasonable endeavours to repair an unworkable Telstra operated payphone or payphone access line in the following timeframes according to the service location:

Service Location Category:	Time for repair:
Urban Area	End of one [1] full working day after being notified of the fault
Major Rural Area and Minor Rural Area	End of two [2] full working days after being notified of the fault
Remote Area	End of three [3] full working days after being notified of the fault

Vandalism to payphones and/or cabinets resulting in significant damage may require specialised solutions and thus prevent the above standards from being met.

3.8 Criteria for the Provision of Telstra Operated Payphones

Telstra will provide and maintain a payphone on an equitable basis considering all reasonable financial and siting implications. Consequently, an assessment framework is to be applied on a case-by-case basis, to determine if the provision of a Telstra operated payphone can be justified. . More information is available on Telstra.com about Telstra payphone locations (http://www.telstra.com.au/payphoneservices/index.htm) and mobile coverage (http://www.telstra.com.au/mobile/networks/coverage/maps.cfm)

The assessment framework is as follows.

Table 1 Payphone Eligibility Criteria

Location	Telstra will provide one or more payphone facilities where provision and maintenance of the facility is considered commercially viable.	Telstra will provide one or more payphone facilities where it is not commercially viable but where it Is assessed that projected revenues will at least cover the depreciation and maintenance costs of providing and maintaining the facility and there is no payphone within approximately...	Telstra will provide one or more payphone facilities where it is not commercially viable and where it is assessed that projected revenues will not cover the depreciation and maintenance costs of providing and maintaining the facility and there is no payphone within approximately....
Retail Centres	Yes	1 km	No
Entertainment venues	Yes	1 km	No
Transport hubs	Yes	1 km	No
Health and Community facilities	Yes	1 km	No
Residential communities in cities and towns with average or high level of home telephone connection	Yes	2 km	No
Residential communities (incl. caravan parks and holiday units) in cities and towns with low home phone connection	Yes	1 km	1 km
Industrial or commercial areas	Yes	2 km	No
Small villages and towns (incl. holiday areas)	Yes	40 km	40 km
Within state or national parks, where there are permanent facilities and regular park staff	Yes	40 km	100 km

visits,			
Small service centres on highways and major roads in rural and remote areas where there is adequate mobile service	Yes	100km	250km
Small service centres on highways and major roads in rural and remote areas where there is inadequate mobile service	Yes	100 km	200 km
Small remote communities, incl. Indigenous outstations	Yes	Yes, if as a general rule with a permanent population of more than 20 adult residents, or 50 people in total.	Yes, if as a general rule with a permanent population of more than 20 adult residents , or 50 people in total.

However, a service will not be provided where it is impracticable to do so. Such cases may be:

- where a privately operated payphone is reasonably available and which offers a level of access at call charges which are reasonable in the circumstances, or;
- where a Telstra facility has previously been subject to, or reasonably likely to be subject to excess levels of damage, or;
- where a Telstra facility is subject to very high installation costs, or;
- where the health and safety of the general public or staff would be placed at high risk relative to the proposed location of the payphone.

Telstra will however, also take into account any unique or special circumstances in the assessment of a request for the provision of a payphone service.

Where Telstra believes it would be impracticable to provide a payphone in an eligible location, it will make reasonable efforts to work with the requestor to identify and agree upon an alternative site.

3.8.1 Criteria for the Provision of Telephone Typewriter (TTY) Payphones

Telstra will continue to work with organisations representing deaf, hearing and speech impaired people to identify appropriate new locations for TTY payphones, and review existing locations to ensure that the placement of these payphones meet the requirements of the local community. Telstra will make reasonable efforts to work with site owners to arrange adequate signage in the vicinity of a TTY payphone that indicates the location and special capabilities of the payphone. The guidelines applying to the siting of TTY payphones can be raised by disability consumer groups, representing the interests of people with a disability, at Telstra's Consumer Consultative Council, which meets three times per year, or as part of Telstra's Disability Forum held twice each year.

Priority is given to the provision of these facilities at high usage sites such as major shopping centres, airports and major railway stations where 24-hour access is generally available. However, in consultation with consumer groups, it has been recognised that TTY payphones need to be installed in supervised locations for safety reasons and to prevent vandalism, with a priority being given to suitable locations that provide 24-hour access.

3.8.2 Removal of a Telstra Operated Payphone

Where there is more than one payphone at a particular site, Telstra may reduce the number of payphones at that site, to a minimum of one, as considered necessary. Factors influencing this reduction may be:

- changes in usage and demand as assessed by Telstra;
- where one or more of the payphones is an obsolete product or technology; and
- where changes are made to the booth type to improve access or to meet site owner needs.

Where a payphone is the only payphone at a site, in addition to factors above, Telstra may also remove that payphone where;

- the site no longer meets the criteria for a payphone as outlined in Section 3.8;
- where there is demonstrable evidence, and community agreement, that the local community no longer want the payphone;
- where there has been significant or sustained costs due to repeated misuse and damage to the facility; and
- where the health or safety of the public or Telstra staff is at high risk due to issues relating to the location of the pay phone.

Before removing the facility Telstra will consult with the local community, site owner, and local Government authority. This will include the posting of a notice in the facility for at least three months, indicating Telstra's plan to remove the facility and inviting comment. Any comments provided by the local community, site owner, and local government authority will be taken into account in making a final decision about removal of the service. The letter, which Telstra provides the local government authority, includes information that is materially similar to that in the notice posted within the facility. A notice may not be posted before a payphone is removed if:

- the payphone facility is being re-sited, and the new site is within line of sight of the existing one;
- the payphone is located internally at a privately owned site;
- the payphone is being removed to allow commercial works, road alterations, etc, to occur; or
- the payphone facility has been severely damaged by vandalism and alternate sites are not available.

In a situation where a payphone is the only payphone at a public site and has been destroyed by an accident, Telstra will post a notice informing the local community of any intention to relocate or remove the payphone. Where possible, the notice will be posted at the site of the payphone destroyed by the accident but there may be factors that prevent Telstra from being able to give effect to this requirement. In such instances, Telstra will use an alternative method for notification, for example, written advice to the local council or community group, or a notice in the local newspaper.

The notice referred to above contains the following information:

- Telstra contact details;
- written advice regarding the removal outcome will be provided where requested;
- timeframe in which consumers need to provide comment if required;
- location of the nearest payphone; and
- decision to remove payphone is based on criteria within the Standard Marketing Plan.

Interested parties may submit comments on the proposed removal by writing to the Payphone Siting Manager, Locked Bag 6658, Sydney, NSW, 2001.

Telstra will acknowledge in writing all written comments received regarding the removal of the payphone within 5 working days and will advise of the final decision in writing, if requested, within 30 days of the end of the 3 month notification period.

Where a relocation request is made for a removal or relocation of a payphone and that request does not meet one or more of the criteria above then the requestor, including Local, State or Federal government authorities, may be asked to fund the part or total cost of the relocation. Examples are where the site is impacted by alterations in the surrounding environment such as road widening or commercial development activity, or where a relocation or removal request is made which only benefits the requestor and not the whole community.

3.8.3 Relocation of a Telstra Operated Payphone

Where there is one or more payphones at a particular site, Telstra may relocate some or all of the payphones at that site as considered necessary. The criteria for relocation are:

- changes in usage and demand as assessed by Telstra;
- the site no longer meets the criteria for a payphone as outlined in Section 3.8;
- where there is demonstrable evidence, and community agreement, that the local community no longer want the payphone;
- where there has been significant or sustained costs due to repeated misuse and damage to the facility; and
- where the health or safety of the public or Telstra staff is at risk high risk due to issues relating to the location of the payphone.

Telstra will consult with the local community, site owner, and local Government authority where it is intended to remove and relocate all the payphones at a particular site section 3.8.2 refers to this consultation process. A relocation activity involves both a removal and a new installation therefore a removal activity may not occur until the consultation and agreement of the new site is completed. Where a payphone is the only payphone at a site before relocating the facility Telstra will consult with the local community, site owner, and local Government authority. This will include the posting of a notice in the facility for at least three months, indicating Telstra's plan to relocate the facility and inviting comment. Any comments provided by the local community, site owner, and local government authority will be taken into account in making a final decision about relocation of the service. The

letter, which Telstra provides the local authority, includes information that is materially similar to that in the notice posted within the facility. A notice may not be posted before a payphone is relocated if:

- the payphone facility is being relocated, and the new site is within line of sight of the existing one;
- the payphone is located internally at a privately owned site;
- the payphone is being relocated to allow commercial works, road alterations, etc, to occur; or
- the payphone facility has been severely damaged by vandalism and alternate sites are not available.

Where a relocation request is made for a removal or relocation of a payphone and that request does not meet one or more of the criteria above then the requestor, including Local, State or Federal government authorities, may be asked to fund part or total cost of the relocation. Examples are where the site is impacted by alterations in the surrounding environment such as road widening or commercial development activity, or where a relocation or removal request is made which only benefits the requestor and not the whole community.

The notice referred to above contains the following information:

- Telstra contact details;
- written advice regarding the removal outcome will be provided where requested;
- timeframe in which consumers need to provide comment if required;
- location of the nearest payphone; and
- decision to remove payphone is based on criteria within the Standard Marketing Plan.

Interested parties may submit comments on the proposed removal by writing to the Payphone Siting Manager, Locked Bag 6658, Sydney, NSW, 2001.

Telstra will acknowledge in writing all written comments received regarding the removal of the payphone within 5 working days and will advise in writing, if requested, within 30 days of the end of the 3 month notification period.

4. Contacting Telstra

4.1 General Service Contact Numbers

	Residential Services	Business Services	TTY Numbers for customers who use a teletypewriter
Sales, Billing or General Enquiries	13 2200	13 2000	FREECALL™ 1800 808 981*
Repairs and Faults	13 2203	13 2999	FREECALL™ 1800 808 981*
Enquiries and Faults with Telstra Operated Payphones	FREECALL™ 18 02244*	FREECALL™ 18 02244*	FREECALL™ 1800 808 981*
Disability Enquiry Hotline	FREECALL™ 1800 068 424*	FREECALL™ 1800 068 424*	FREECALL™ 1800 808 981*
Telstra Website	http://www.telstra.com.au		

4.2 Contacts for People from Non-English Speaking Backgrounds

Telstra has established FREECALL™ multi-lingual enquiry lines for information about Telstra's products and services. The service is available in the following languages:

Cantonese FREECALLTM 1800 677 008*
Mandarin FREECALLTM 1800 678 876*
Vietnamese FREECALLTM 1800 644 500*
Greek FREECALL™ 1800 189 129*
Italian FREECALL™ 1800 649 013*
Korean FREECALL™ 1800 773 421*
Indonesian FREECALL™ 1800 429 432*

4.3 Resolution of Customer Complaints

Customers and members of the public have access to a formal complaint management process and can expect to be kept informed of proposed actions, expected timeframes, progress and the outcome of their complaint.

Complaints can be lodged with Telstra as follows:

Residential* 13 2200 Faults 13 2203
Small business* 13 2000 Faults 13 2999
Business* 13 1191 Faults 13 2255
(* Sales, billing, product information, installations, disconnections, unlisted numbers)
Mobiles 12 5111
Telstra BigPond® 13 1282
Via the Internet www.com.au/contact/complain.htm
Priority Customers should refer to Section 10 of Telstra's Priority Assistance for Individuals Policy for information on the complaints and escalation process for Priority Assistance.

Telstra aims to resolve all problems or complaints at the first point of contact. If a customer or member of the public is not satisfied with the outcome at the first point of contact, they can request that their complaint be escalated to a manager, who will review the situation and discuss further options. If the caller is still not satisfied, they may seek an independent review by contacting the Customer Referral Centre as follows:

Telephone	FREECALL™ 1800 011 333* (voice calls only)
TTY	FREECALL™ 1800 033 433* (Teletypewriter calls only)
Fax	FREECALL™ 1800 642 425*
Mail	The Customer Referral Centre Telstra Corporation Ltd Locked Bag 5904 Sydney NSW 1100

If a caller remains dissatisfied, they may seek an independent external review by contacting the Telecommunications Industry Ombudsman, or seeking independent legal advice. If their concern involves a carrier licence or regulatory issue, the caller can contact the Australian Communications & Media Authority.

TM	Trade mark of Telstra Corporation Limited ACN 051 775 556 ABN 33 051 775 556
*	A free call from most fixed phones
®	Registered trademark of Telstra Corporation Limited

5. Glossary of Terms

ACMA	Australia's regulator for broadcasting, the internet, radiocommunications and telecommunications
Act	Telecommunications (Consumer Protection and Service Standards) Act 1999
Alternative service	A service that provides a customer with access to a telephone service, for example, a network call diversion to the customer's mobile telephone service or second fixed line telephone service
Customer	Means: • a customer of Telstra; or • a person who requests, or has requested, the connection of a standard telephone service from Telstra; but does not include a carrier or a carriage service provider
DA	Directory Assistance
Inoperative service	An absence of dial or ring tone, or an inability to make or receive calls in relation to the standard telephone service
Interim service	A voice telephone service which will primarily utilise mobile or satellite technology and deliver core service functionality similar to that of a standard telephone service, or a service equivalent to a service for voice telephony where voice telephony is not practical for a customer with a disability. However, it may not provide all the features and performance that would normally be supplied, for example, a data capability or any enhanced call handling features will be provided at Telstra's discretion. An interim service will be charged at relevant Public Switched Telephone Service rental and call fee rates as set out in Telstra's Standard Form of Agreement
Interim Priority Service	Interim priority service has the same meaning as in section 11 of the Priority Assistance for Individuals Policy (see Appendix)
IPSTS agreement	The agreement form that outlines the terms and conditions on which Telstra offers an interim service to a customer
Main distribution frame	Also known as a network boundary distributor. The frame or distributor, in the premises where the Basic Telephone Service is supplied, is used to provide the electrical termination point for our lead-in cable and also to terminate the property's customer cabling. The MDF also provides a cross connection point between our lead-in cable and the property's customer cabling.

Major Rural Area	A township/community grouping of 2,501 or more but less than 9,999 people*
Service Disruption	Means where a service is disrupted (interrupted) by damage to network facilities caused by other parties or natural causes (such as floods, bushfires, cyclones, severe storms and torrential rain), beyond Telstra's control, resulting in an extension to timeframes for connection and repair under the CSG Standard.
Minister	Minister for Communications, Information Technology and the Arts
Minor rural area	A township/community grouping of 201 or more but less than 2,500 people within a standard zone*
Telecommunications Numbering Plan	Australia's Telecommunications Numbering Plan 1997 for telephone numbers and number ranges as administered by the ACMA
Network boundary	Typically, in single or double line premises the network boundary is the point where the lead-in cable terminates (first socket). In multiple line premises it is usually the main distribution frame
NRS	National Relay Service allowing TTY to Voice (and vice versa) communication through a relay operator
Payphone availability	The number of payphones available to make successful calls using either card or coin and calls to Operator levels, E000, 1800 and other carrier services
Payphone customer serviceability	A Telstra payphone is classified as fully serviceable when: transmission and reception is adequate for a normal conversation; for "coin only" payphones, the customer can successfully insert 2 x 5c , 1 x 10c, 1 x 20c, 2 x 50c and 1 x $1 , & 2 x $2 coins, be connected to the required number, and be returned unused coins when the call is terminated; for "Coin/Phonecard" payphones; as per 2 above, and successful insertion, recognition of correct credit, and return of a Phonecard; and for "Phonecard only" and "Credit Card" payphones; successful insertion and connection using the relevant card
Phonecard	A store value memory card containing prepaid phone calls

Priority Assistance	Services supplied to Priority Customers under the Priority Assistance Policy. Priority Assistance offers the highest level of service practicably available at the time on the connection of a first standard telephone service (where no other standard telephone services exist, whether provided by Telstra or another provider) and on the fault repair of an existing standard telephone service (where all other standard telephone services at the place of residence are inoperative, whether provided by Telstra or another provider)
Priority Customer	A customer who satisfies the eligibility criteria in relation to a diagnosed life-threatening medical condition as per Section 3 of the Priority Assistance for Individuals Policy
PSTN/S	Public Switched Telephone Network/Service, which generally provides transmission switching and signalling for local, long distance, and international voice and low speed data calls
Public authority	The Commonwealth, a State or Territory, or a Commonwealth, a State or Territory authority, including: a police force or service; a fire service; an ambulance service; and a local government service
Remote area	A township/community grouping of 200 or less people or a township/community grouping located outside a standard zone*
Site	Land or a building, or other structure, on land
Smart payphone	Telstra's principal public payphone
Standard telephone service	Has the same meaning as in Section 6 of the Act
Standard zone	has the same meaning as in section 108 of the Telecommunications (Consumer Protection and Service Standards) Act 1999
Teletypewriter (TTY)	A device that provides text communication for those people with hearing and speech impairments
Transport Hub	A location providing permanent public access facilities for interconnection between different public transportation.
Universal service area	Has the same meaning as in Section 9G of the Act
Urban area	A township/community grouping equal to or greater than 10,000 people*
Widespread service outage	A disruption to the operation, provisioning or maintenance of a large number of standard telephone services in a universal service area, however caused (for example, widespread service outages caused by natural disasters, extreme weather conditions or human error)
Working day	8am to 5pm excluding Saturday, Sunday or a public holiday in the place concerned. A fault reported to Telstra after 5pm on a working day will be

	deemed as received the following working day

* Telstra uses population data from the latest Australian Bureau of Statistics Census7 as the basis for determining the service location category of townships and communities throughout Australia.

Priority Assistance
for
Individuals Policy

As approved by the Minister for Communications, Information Technology and the Arts

Effective 10 August, 2005

Issue 3, August, 2005

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1. Purpose

The purpose of this policy is to provide a specific level of service to Telstra's customers who have a diagnosed life threatening medical condition (as more fully described in Section 3). That is; Telstra will provide *Priority Customers* with the highest level of service practicably available at the time on the connection and fault repair of a *Priority Customer's*[1] Standard Telephone Service (*STS*) or equivalent service[2]. A *Priority Customer* is entitled to *Priority Assistance* on one nominated *STS* per residence to maximise service continuity. *Priority Customers* can therefore expect enhanced service reliability and enhanced fault rectification.

This policy is designed to fulfil Telstra's Carrier Licence Conditions and implement recommendations from the ACMA and PwC reports referenced within the Carrier Licence Conditions. This document is the policy as at 10 August, 2005.

This document takes its reference from:

- Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No1 of 2002 – gazetted 15/05/2002) and Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No1 of 2005- gazetted 10/08/2005) (the *Licence Conditions*); and
- Telstra's USO Standard Marketing Plan.

This policy requires, where practicably available, connection and fault repair timeframes better than those specified in the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2). Telstra will also endeavour to better the applicable performance standards stated in its current Universal Service Obligation (USO) Standard Marketing Plan.

The service levels outlined in this policy document are not guaranteed. Furthermore, Telstra does not guarantee the provision of continuous or fault-free services. [Please see Clause 3 of the General Terms and Conditions of Telstra's Our Customer Terms (*OCT*) - formerly the Standard Form of Agreement (*SFOA*)].

To recognise *Priority Customers*, this policy will facilitate the implementation of a simple, clear assessment and application process, which will be supported by appropriately skilled Telstra staff. Telstra consultants will manage customer queries, know the *Priority Assistance* process, what it will deliver and how customers can apply. The Telstra consultant will assess the customer on 'good faith' and then request verification of the medical condition. Telstra will determine eligibility on the criteria[3] provided by the Department of Health & Ageing. A wide-ranging communication strategy will be implemented to generate public awareness on *Priority Assistance*.

This Policy document sets the business unit procedures. Subsequently, each Telstra Business Unit is required to formulate and implement any process documentation to support this Policy and meet the *Licence Conditions*.

The intent of this policy is further detailed in Section 5 – Rights and Obligations for *Priority Assistance*.

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[1] as defined in the Definitions section of this document.
[2] where a voice telephone service is not practical, such as; a customer with a disability. See Section 17 – Definitions for full definition.
[3] Attachment A01 is the Eligibility Criteria and Eligible Medical conditions developed by the Department of Health & Ageing for Telstra.

2. Scope

The scope of the policy document is *Priority Assistance* for the connection of and repair of a ***STS*** or equivalent service. That is; the connection of a first ***STS*** where there are no existing ***STSs,*** or the repair of at least one ***STS,*** where all services at a residence are inoperative for eligible customers at their place of residence. This includes Telstra's Customer Premises Equipment (CPE) only, maintained and provided by Telstra.

The policy applies to customers[4] as defined under the *Licence Conditions*. Whilst not expressly covered by this policy, Telstra will implement arrangements for the end users of Carriage Service Providers (CSPs) with fixed re-bill services that will give effect to the general intent of this policy. As part of these arrangements, Telstra reserves the right to recover the costs of any wholesale priority service it supplies to other CSPs for re-supply.

The scope of the policy outlines how customers may apply and how they will be assessed for status as a *Priority Customer* to enable *Priority Assistance* when the situation requires.

Telstra will apply the highest service levels practicably available at that time, to repair and connect services:

(a) in Urban and Rural areas - within 24 hours or such a longer period as specified by the *Priority Customer* concerned; and

(b) in remote areas - within 48 hours or such a longer period as specified by the *Priority Customer* concerned.

If the service guideline timeframes cannot be met, Telstra will offer the customer, an *Interim Priority Service* or an *Alternative Service*. Telstra will report to the ACMA the instances where *Interim Priority Services* cannot be provided due to circumstances beyond Telstra's control.

This policy relates to individual customers only, whilst Telstra's Community, Essential & Emergency Services (CE&ES) Policy deals with priority status for organisations.

[4] Full definition exists in the Definitions section of this document.

3. Eligibility Criteria for Priority Assistance

Priority Assistance offers customers who meet the eligibility criteria, the highest level of service practicably available at the time, on the fault repair of a nominated *STS* or the connection of the first *STS.* At the request of the Department of Communications, Information, Technology and the Arts and Telstra, the Department of Health and Ageing sought advice from a group of expert doctors to establish medical criteria and medical conditions for use by Telstra, to determine eligibility for *Priority Assistance*.
The Department of Health and Ageing, led by the Chief Medical Officer, has established and endorsed the following eligibility criteria for use by Telstra, for '*Priority Assistance*'.

To qualify as a *Priority Customer*, an individual must be diagnosed as having a life threatening medical condition:

- with a significantly increased possibility of a rapid deterioration in the individual's condition to the point that they may die; and
- where prompt attendance by an ambulance, or prompt provision of telephone advice by a doctor or health professional could avert the death.

Telstra customers will also need to substantiate their eligibility, or the eligibility of someone else residing at their premises, with either certification from a medical practitioner, which is preferred, or an authorised person. Telstra specifies the type of person who may validate a claim. For example, the customer may be given a choice of obtaining medical practitioner confirmation, which is preferred, or completing a statutory declaration. The medical criteria and a list of indicative eligible medical conditions provide guidance to medical practitioners, who may be asked to certify that they are treating the patient for a life threatening medical condition that makes them eligible for *Priority Assistance*.

References: Attachment 1: Eligibility Criteria and Eligible Medical conditions

Note: The Priority Assistance application form is available on www.telstra.com or the customer can contact Telstra to have the form sent to them.

4. Service guideline for Priority Assistance

For Telstra, ensuring a *Priority Customer* has continuity of service where practicably possible is of foremost consideration in undertaking fault repair of a ***STS,*** or the connection of a ***STS***.

The following paragraphs outline the service level timeframes for *Priority Customers* to which Telstra will adhere unless Telstra is affected by circumstances beyond its control. (See Section 4.3).

Telstra will advise the customer at the time the customer reports a fault on their ***STS*** or at the time the customer requests a connection of a ***STS***, that Telstra reserves its right to charge where it is discovered that the customer is not eligible under the policy. This is where additional costs have been incurred for escalated service repair or connection, following the customer's claim that they face a life threatening medical condition as described in Section 3 above.

4.1 Service Fault Repair

Telstra's requirement with regards to fault repair for *Priority Customers,* is to repair at least one ***STS***, where all the *Priority Customer's* services at a residence are inoperative (supplied by Telstra or another telecommunications provider).

Unless circumstances make it unreasonable, the maximum timeframes for the fault repair of a *Priority Customer's* ***STS*** is:

(a) in Urban and Rural areas - within 24 hours or such a longer period as specified by the *Priority Customer* concerned; and

(b) in Remote areas - within 48 hours or such a longer period as specified by the *Priority Customer* concerned.

Eligible *Priority Customers* will receive 24 hours, 7 days per week service coverage[5] for priority fault management, handling and repair.

In order to achieve the above timeframes, the highest level of service practicably available at the time, will be used to repair the fault on the *Priority Customer's* ***STS***.

If fault repair cannot be achieved within the above timeframes, Telstra will provide the choice of, at the customer's discretion, an *Interim Priority Service* or *Alternative Service* to the eligible customer. Refer to Section 11.

Telstra will also advise the customer where possible, the cause of a service fault where the fault is beyond the Network Boundary Point or where the fault exists in non-Telstra Customer Premises Equipment.

[5] 24x7 service coverage expressly requires that priority customers will receive fault repair after hours, on weekends and public holidays.

4.2 Service Connection

Telstra's requirement is to connect a *STS* with the highest level of service practicably available at the time, for a *Priority Customer,* where the *Priority Customer* has no existing *STSs* (supplied by Telstra or another telecommunications provider).

Unless circumstances make it unreasonable, the maximum connection timeframes required of Telstra, for the connection of the first *STS* is;

(a) in Urban and Rural areas - within 24 hours or such a longer period as specified by the *Priority Customer* concerned; and

(b) in Remote areas - within 48 hours or such a longer period as specified by the *Priority Customer* concerned.

Where circumstances make it impracticable to meet the above timeframes, the *Priority Customer* will be offered an *Interim Priority Service*. Refer to Section 11.

Where Telstra supplies multiple *STSs* to a *Priority Customer*, Telstra must use best endeavours to manage the provision of those services to maximise the reliability of at least one of those services for the *Priority Customer*.

NB: Telstra will only receive and accept requests for the connection of a *STS* during Telstra's normal *Working Hours*[6].

4.3 Unusual or Exceptional Circumstances

Where Telstra is prevented from meeting the timeframes by circumstances beyond its control, as detailed in Section 2.4.4 of the Universal Service Obligation Standard Marketing Plan (USO SMP), Telstra will use best endeavours to meet the timeframes for connection and fault repair for *Priority Customers* and this includes situations where service delays may occur due to a declared *CSG Exemption*[7]. The timeframes for the connection and fault repair of the priority service are:

(a) in Urban and Rural areas - within 24 hours or such a longer period as specified by the *Priority Customer* concerned; and

(b) in Remote areas - within 48 hours or such a longer period as specified by the *Priority Customer* concerned.

Where the above timeframes cannot be met, Telstra will offer the *Priority Customer* an *Interim Priority Service* (in the timeframes as outlined in Section 11), unless the circumstances are so extreme that Telstra is prevented from accessing a *Priority Customer's* residence by reason of natural disaster, a Commonwealth, State or Territory law, risk to the personal health and safety of its staff, or other like extreme circumstances.

Where the supply of an *Interim Priority Service* is not possible, due to extreme circumstances beyond Telstra's control, Telstra will maintain records of each *Priority Customer* affected, the timeframes that were missed and the circumstances (including location, time and duration)

[6] Working hours, see Definitions section.
[7] See Definitions section

that prevented the supply of the *Interim Priority Service* to the *Priority Customer*. This will be provided in a quarterly report to the Australian Communications and Media Authority (ACMA).

Reference: Section 2.4.4 - Unusual/exceptional circumstances, USO SMP.

5. Rights & Obligations for Priority Assistance

5.1. Customer's Rights

- The right to be made aware of *Priority Assistance,* the eligibility criteria and how to apply.
- The right to make application to Telstra for *Priority Assistance*.
- Eligible *Priority Customers* will have priority status applied on their service for a period of three years.
- *Priority Customers* have a right to *Priority Assistance* service timeframes, where on request for the connection of a *STS* (whether supplied by Telstra or another provider) there are no existing *STSs* at the customer's residence.
- *Priority Customers* have a right to *Priority Assistance* service timeframes, for the fault repair of at least one *STS,* where all *STS*s supplied to the customer are inoperative (whether supplied by Telstra or another provider).
- *Priority Customers* have the right to be offered *Interim Priority Services* and *Alternative Services* where the service timeframes, described above in Section 4, cannot be met.
- That the customer's health information, or the health information of the individual with the life threatening medical condition, should not be; used, disclosed, collated or stored by Telstra for any other purpose than those included in the policy and the *Priority Assistance* application form.
- That the customer is made aware of the limitations of *Priority Assistance*. For example; that *Priority Assistance* does not guarantee service levels or continuous or fault free services.
- That the customer has the right to appeal, via Telstra's complaint management process, any decision made by Telstra in relation to being considered for *Priority Assistance*.
- That the customer has the right to appeal the rejection of their request for *Priority Assistance,* by Telstra, to the Telecommunications Industry Ombudsman (TIO).

5.2. Customer's Obligations

That the customer provides a form of verification to Telstra (by an authorised person as specified by Telstra). Telstra's preference is medical practitioner confirmation to support the customer's claim of eligibility for status as a *Priority Customer*. However, the customer may be given the choice of obtaining medical practitioner confirmation or completing a statutory declaration.

- That the customer will inform Telstra of any change to their circumstances that may affect the customer's eligibility status as a *Priority Customer*.

- The *Priority Customer* will need to re-apply for *Priority Assistance* when moving from one Carriage Service Provider to another Carriage Service Provider or when there is a Change of Lessee on their *STS*[8].

- That the *Priority Customer* must re-apply every three years (after notification by Telstra) to retain their status as a *Priority Customer*.

5.3. Telstra's Rights

- Telstra may reject an application for *Priority Assistance* on the basis that the customer is not eligible or Telstra does not receive the application with the appropriate verification of eligibility in the specified timeframe, or where the application form is not accurate or complete.

  Telstra reserves the right to charge where it is discovered that the customer is not eligible under the policy and where additional costs have been incurred for the escalated service of work undertaken following the claim, by the customer, of a life threatening medical condition.

  [A] [i]Telstra intends to apply its ability to charge those customers who receive the benefits of the policy, but do not subsequently qualify, on a discretionary basis.[A] [ii] This will result in the objective that Telstra is only charging those customers who have clearly mis-represented their status or who have clearly sought to abuse the policy.

  [B] The charge will not be applied where the customer can demonstrate to Telstra that they had grounds to reasonably expect that their diagnosed medical condition would have met the specified eligibility criteria.

  [C] In a practical sense, Telstra will only seek to apply its discretion to charge when its operational experience arising from the application of the policy results in 10% or more of customers seeking to enjoy the benefits of the policy fall within the definition of A][i] above.

- Telstra reserves the right to charge for the provision of an *Interim Priority Service*. [See Section 17 for details on charging]

- That the service levels outlined in this policy document are not guaranteed under the Customer Service Guarantee arrangements. Nor does Telstra guarantee the provision of continuous or fault-free services.

- Telstra has the right to provide an expiry date of priority status on a *Priority Customer's* service.

5.4. Telstra's Obligations

- Telstra will implement and maintain a straightforward assessment and application process for *Priority Assistance*.

- Where customers are eligible for *Priority Assistance*, Telstra will apply the highest level of service practicably available at the time for the fault repair and service connection to meet the maximum required timeframes in Urban, Rural and Remote areas. (Outline in Section 4).

[8] When relocating premises, *Priority Customers* do not need to re-apply for *Priority Assistance.*

- Telstra will implement methods of enhancing service reliability for *Priority Customers*.
- Telstra will inform potentially affected *Priority Customers* of service delays due to factors outside Telstra's control (*such as a declared CSG Exemption*) at the time the *Priority Customer* reports the service fault or requests the connection of the new service.
- Where service level timeframes cannot be met, Telstra will offer the *Priority Customer* the choice of an *Interim Priority Service* or *Alternative Service*[9].
- Telstra is to generate awareness of *Priority Assistance* amongst customers and implement a communication strategy to achieve this aim.
- That Telstra will train staff on managing the end to end process for *Priority Assistance*.
- Telstra will abide by privacy requirements as outlined in the *Privacy Act 1988*[10].
- Telstra will ensure that its complaint management process adequately manages customer complaints relating to *Priority Assistance*.
- Where the customer is dissatisfied with Telstra's complaint management process, Telstra will advise the customer that they may seek a review with the TIO.
- Telstra will maintain records of *Priority Assistance* and report back to the ACMA on *Priority Assistance,* as described in the record and reporting requirements of the *Licence Conditions*.

[9] Alternative Service will be offered for missed timeframes in fault repair only.
[10] See Section 16 (References) of this document

6. Communication Strategy

Telstra will undertake a varied communication strategy to advise customers of *Priority Assistance* in accordance with the Licence Conditions. The objective of the *Priority Assistance* communication strategy is to generate public awareness of *Priority Assistance* as to: why Telstra is offering *Priority Assistance,* what *Priority Assistance* will deliver, who is eligible, how customers can apply and when it will be available.

The key messages will be: *Priority Assistance* provides the highest level of service practicably available to customers who are eligible for status as a *Priority Customer,* due to a diagnosed life threatening medical condition. Whilst trying to maximise service continuity, the service levels outlined in this policy document are not guaranteed under the Customer Service Guarantee arrangements. Nor does Telstra guarantee the provision of continuous or fault-free services.

Furthermore, customers will need to apply and supply, as part of their application, a form of verification to substantiate their status as a *Priority Customer*.

The communication strategy includes:

- Telstra will provide information relating to *Priority Assistance* to customers who call 132200 or 132203 and enquire about *Priority Assistance* or eligibility for Priority Assistance.
- Telstra customers who contact Telstra (outlined in Section 7) to request the connection of a *STS* will be provided with information on *Priority Assistance* by way of a *Priority Assistance* fulfilment pack.
- Existing customers of Telstra will have either information leaflets or bill messages provided in their bills on *Priority Assistance* at least once in a two (2) year period. This will be in the first practical bill cycle after Telstra receive approval of the Policy.
- Telstra will provide promotional material on *Priority Assistance*. Customers will be able to learn about *Priority Assistance* and how to apply from Telstra provided brochures. These brochures will be provided at; hospitals, doctor's surgeries and health centres.
- Customers can visit telstra.com, which is Telstra's web-site for information on *Priority Assistance:*

  http://www.telstra.com.au/phones/homeservices/priority_assistance.htm
- Details on *Priority Assistance* will also be made available in Telstra's *OCT,* Telstra's summary document of the *OCT* and in the White Pages®.

7. Enquiry on Priority Assistance at Telstra's General Sales and Service Enquiry Areas

Customers can enquire about *Priority Assistance*:

- by phoning Telstra:
  - Residential Services - Sales, Billing or General Enquiries on 132200 or
  - Residential Services, Repairs and Faults on 132203
  - Teletypewriter Number (TTY): 1800 808 981.
  - Foreign Languages Service Freecall numbers which are detailed in the White Pages® as well as Section 4.2 of the USO SMP.
- via e-mail on: http://www.telstra.com.au/contact/email.cfm
- and face to face, by visiting Telstra Country Wide Regional offices and Telstra Shops.

Furthermore, Telstra's 'Contact Us' url: http://www.telstra.com.au/contact/ on telstra.com holds detailed information on how to contact Telstra.

The Telstra customer-facing consultant will be educated on *Priority Assistance* and will provide information and manage customer queries on *Priority Assistance*. The Telstra consultant will comply with the current Privacy legislation, (*The Privacy Act*[11]) in managing customer's queries.

The Telstra customer-facing consultant will need to provide, at a minimum, the following information at the time of discussion:

- the type of *Priority Assistance* Telstra offers.
- on the eligibility criteria and how to apply.
- the expected timeframes for Telstra to connect and/or repair a *Priority Assistance* service.
- how customers can raise complaints if not satisfied and how these complaints will be managed.
- outline the provision and choice of *Interim Priority Services* versus an *Alternative Service*, (in appropriate circumstances) in addition what these two service options offer.
- advice on whether customers can rely on their mobile phone(s) and the use of Telstra's public payphones.

[11] The Privacy Act- 1988 as amended to incorporate the National Privacy Principles, which came into effect 21 December 2001.

- the limitations of the service where the Telstra consultant is made aware that the service is used as a back up service.

- that 'Fee for Service[12]' charges may be imposed for escalated service provided to repair a service fault or connect a new service, on the customer's claim of life threatening medical condition, if the customer is subsequently found ineligible or where Telstra's requirement of verification for *Priority Assistance*, is not received within 28[13] calendar days.

Whilst providing the customer with information over the phone, the Telstra consultant may forward the customer a *Priority Assistance* brochure which may cover the above and additionally will include the following:

- the obligations on Telstra to provide *Priority Assistance*.

- the customer's rights and their obligations in relation to *Priority Assistance*.

- where to find further sources of information on *Priority Assistance*. For example; where to retrieve the '*Priority Assistance*' application form, the Telstra.com web page, available information at Telstra Shops or the *OCT*.

The Telstra consultant may also arrange to forward the customer a *Priority Assistance* fulfilment pack, which will include a Telstra produced brochure and a *Priority Assistance* application form.

[12] Fee for Service charges will vary and are dependent on a number of factors. For example; geographical areas.
[13] 28 calendar days, plus if required, an additional 14 calendar days for the customer to send in the completed application form.

8. Application for Priority Assistance

8.1. Application Process for Priority Assistance

Telstra customers, who believe they are eligible for *Priority Assistance* under this policy, will need to apply to Telstra. Customers will be able to enquire about *Priority Assistance* on-line or by phone[14]. The completed application form must be sent in by either fax or post.

The customer may contact Telstra and request the status of *Priority Customer*. The Telstra consultant will undertake scripting to screen the customer for their potential eligibility as a *Priority Customer*. Telstra will accept the customer's details in 'good faith' on the claim of a diagnosed life threatening medical condition, as detailed in Section 3.

The customer will need to complete a *Priority Assistance* application form, which supports that they, or another resident at the customer premises[15] has been diagnosed with a life threatening medical condition. This claim should be validated with the signature of an authorised person. Telstra specifies the type of person whom may validate a claim. Telstra's preference is that the customer obtains medical practitioner confirmation. However, the customer may be given a choice of obtaining medical practitioner confirmation or completing a statutory declaration. The completed application (with the authorised verification) should then be sent into Telstra for actioning. The application form will meet the requirements of the *Privacy Act*, which came into effect in December 2001.

Customers should post the application form to the postal address or fax to the fax number, which are both provided on the application form.

Telstra consultants have no role, skill or training in the determination of the eligible medical conditions for Priority Assistance as the criteria and list of eligible medical conditions was developed and provided to Telstra, by the Department of Health and Ageing and its Chief Medical Officer. The Telstra consultant will accept information on the application form relating to the diagnosed medical condition as correct, where the medical practitioner or another authorised person has signed the application form. The Telstra consultant may verify the medical practitioner's details.

If a completed application with the form of verification (specified by Telstra) is not received within 28 calendar days, of the status being requested by the customer, Telstra will commence steps to remove the status of *Priority Customer*. Telstra will send a reminder letter after the 28th calendar day and provide the customer with an additional 14 calendar days to forward the application with the medical verification. After this timeframe (28 calendar days plus the additional 14 calendar days), Telstra will reasonably endeavour to contact the customer by phone, and advise that the priority status will be removed from the customer's service.

Where the customer completes an application form and forwards it to Telstra, Telstra has 5 working days after receipt of the application form, to process the application and advise the customer of the outcome.

[14] The various modes for enquiry are outlined in Section 7 above.
[15] place of residence.

Customers will need to apply every three years for status as a *Priority Customer.* The priority status will be applied to a customer for a period of three years. The *Priority Customer* is obligated to inform Telstra of any change to their circumstances that may affect their eligibility for continued status as a *Priority Customer*. Regular audits will be undertaken by Telstra on *Priority Customers* who have had their status for three years or greater. The *Priority Customer* will be sent a letter, after 2 years and 11 months, advising that their status will be removed at the end of the next month and inviting the *Priority Customer* to re-apply to Telstra, if it is still required. The *Priority Customer* who is re-applying will need to follow the same process as their initial request for *Priority Assistance*.

Telstra will provide assistance to the ACMA, when required, so that the ACMA may conduct audits and examine Telstra's application and assessment processes for Priority Assistance.

Note: The Priority Assistance application form is available on www.telstra.com or the customer can contact Telstra to have the form sent to them.

8.2. Privacy Requirements

The application form for *'Priority Assistance'* will contain a statement describing the purpose/s for which Telstra is collecting the information on the form. This includes the information relating to the individual with the diagnosed life threatening medical condition (referred to on the application form as the "patient") and Telstra's intended uses/disclosures of the information. The form will also contain the express consent to such uses/disclosures by the individual that has been diagnosed with a life threatening medical condition.

Health information relating to an individual (whether a Telstra customer or not) must not be used, disclosed, collated or stored by Telstra for any other purpose/s than those included in the express consent on the application form.

9. Request and Assessment for Priority Assistance at Time of Fault Repair of Service Connection

The Telstra consultant will be trained in *Priority Assistance* and briefed on 'key' comments, remarks or circumstances that may entitle the customer to *Priority Assistance,* after which the Telstra consultant may invite the customer to apply.

The Telstra consultant will advise the customer that *Priority Assistance* is only available on the connection of the customer's first *STS* or for the repair of one nominated *STS* where multiple services exist at their place of residence (whether these services are provided by Telstra or another provider).

Where a customer requests *Priority Assistance* at the time of reporting a fault on their *STS,* or at the time of requesting a connection of a *STS,* the Telstra consultant must inform the customer where there are service delays due to a declared *CSG Exemption*[16] that may affect the timeframes.

The Telstra consultant will also advise the customer that Telstra reserves the right to charge where additional costs are incurred for escalated service repair or connection, on the customer's claim of life threatening medical condition and it is discovered subsequently that the customer is not eligible under the policy.

When the customer calls into Telstra for a service fault or for the connection of a telephone service and requests *Priority Assistance*, The Telstra consultant will undertake scripting to screen the customer for their eligibility for *Priority Assistance*. Telstra will accept the customer's details in 'good faith' on the claim of a diagnosed life threatening medical condition as described in Section 3.

For the purposes of applying priority status on the telephone service, the Telstra consultant may request details on the diagnosed life threatening medical condition. Telstra will meet the requirements of the *Privacy Act* and will tell the customer, the purpose for which Telstra is collecting the information and Telstra's intended uses of the information. Further to this, Telstra will also obtain written consent to the collection and use of the medical information from the person with the medical condition on the application form.

The Telstra consultant will apply the highest level of service practicably available at the time, for fault repair of the *STS* or for the connection of the *STS,* where the customer is deemed eligible for *Priority Assistance*.

For Fault repair: if the *STS* cannot be repaired within the timeframes required (outlined in Section 4) Telstra will offer the customer a choice between an *'Interim Priority Service'* and an *'Alternative Service'.*

For new connections: if the *STS* cannot be connected within the timeframes required (outlined in Section 4) then Telstra will offer the customer an *'Interim Priority Service'.*

Telstra will forward to the customer, a '*Priority Assistance*' fulfilment pack that includes an application form[17] for their completion. The customer has 28 calendar days[18] (from the date of issue) to complete the application form, obtain verification of the life threatening medical

[16] See Definitions section
[17] As detailed in the above section (Section 8).
[18] total of 28 calendar days and an additional 14 calendar days.

condition with the signature of an appropriate authorised person[19] and forward this to Telstra[20]. If the customer does not provide a completed and accurate application form (with the authorised verification) to Telstra in the specified timeframe, Telstra will make contact with the customer by phone to advise that priority status will be removed from the customer's service.

Where a customer forwards a *Priority Assistance* application form to Telstra, Telstra will have 5 working days from the receipt of application to process the application and advise the customer of acceptance or rejection.

Telstra reserves the right to impose 'fee-for-service' charges for escalated service provided for the repair of a service fault or for the connection of a new service, on the claim of life threatening medical condition, where Telstra incurs additional costs to undertake the work for a customer and it is discovered subsequently that the customer is not eligible under the policy. That is; where Telstra does not receive the verification of eligibility, for Priority Assistance within the specified timeframe or at all. Fee-for-service charges may vary and are dependent on a number of factors, including but not limited to geographical areas. These charges will be published in Telstra's *OCT*.

Note: The Priority Assistance application form is available on www.telstra.com or the customer can contact Telstra to have the form sent to them.

[19] Telstra prefers that medical practitioner confirmation supports the application
[20] via fax or mail/post.

10. Complaints and Escalation Process for Priority Assistance

If a customer is not satisfied with the assessment and subsequent rejection of an application for *Priority Assistance*, customers can call Telstra's complaints area for connections: 132200 or for service faults: 132203 and Telstra will engage its existing complaint management process. If the customer is dissatisfied with the way the complaint has been handled, the complaint will be escalated through Telstra's normal complaint management process.

The following web site has further details on Telstra's Complaint Management policy:

www.telstra.com.au/contact/complaints.htm

If the customer remains dissatisfied and escalation does not achieve a resolution, the customer may seek a review with the Telecommunications Industry Ombudsman (*TIO*). (The *TIO's* telephone number is 1800 062 058). The Telstra consultant will inform the customer of their right to seek a review from the *TIO*.

Telstra will be bound by any final decision/s made by the *TIO* in relation to *Priority Assistance*. Where the TIO deems that the customer is eligible for status as a *Priority Customer,* Telstra will apply the status for the three years in accordance with this policy.

Note: The Department of Health and Ageing, led by the Chief Medical Officer, has established and endorsed the eligibility criteria and a list of indicative eligible medical conditions[21] for use in applying Priority Assistance by Telstra. Telstra determines eligibility based on those criteria[22]. Neither Telstra nor the TIO, has a role in undertaking the complaint and escalation of a customer's ineligibility on medical grounds. If dissatisfied, the customer will need to appeal the decision with the relevant Medical Ombudsman in their state of Australia.

[21] See Attachment 1.
[22] As per Section 3 of this document.

11. Interim Priority Services

11.1 Providing Interim Priority Services & Alternative Services for Service Faults & Service Connections

Telstra will apply the highest level of service practicably available at the time to repair the service fault or connect a service for the *Priority Customer* to meet the timeframes, as outlined in Section 4 of this policy document.

Where Telstra cannot meet the fault repair timeframes for the customer's nominated ***STS*** or where Telstra cannot meet the connection timeframes for the connection of the first ***STS,*** Telstra will offer the *Priority Customer* a choice between the provision of an *Interim Priority Service*[23] or an *Alternative Service*[24]. In offering the choice, the Telstra consultant will provide the customer with sufficient information regarding the functionality and the terms and conditions of each option. Thus, the *Priority Customer* can make an informed decision on the service best suited to their needs. A customer may accept Telstra's offer of an *Alternative Service* but has the right to subsequently request an *Interim Priority Service*.

For fault repair, unless the *Priority Customer* otherwise agrees, the *Priority Customer* may retain the *Interim Priority Service* until either the fault on the ***STS*** is repaired or the customer is entitled to an *Interim Service* under Telstra's USO Standard Marketing Plan(SMP).

For new connections, unless the *Priority Customer* otherwise agrees, the *Priority Customer* may retain the *Interim Priority Service* until Telstra provides a permanent STS or the customer is entitled to an 'Interim Service' under Telstra's USO SMP.

At the time of Telstra's offer of an *Interim Priority Service,* Telstra will advise the *Priority Customer* that it reserves the right to charge non-standard telephone charges for the Interim Priority Service supplied. The customer may be charged: (i) an access charge that, for which the *Interim Priority Service* is provided in substitution, does not exceed the amount of the access charge normally charged for that STS and (ii) normal call charges charged for the kind of service that the *Interim Priority Service* is, when it is not supplied as an *Interim Priority Service*. These charges are applicable only until the customer is entitled to an 'Interim Service' under Telstra's USO SMP. Once the customer is entitled to an 'Interim Service' under Testra's USO SMP, the customer will be charged standard telephone rates for the use of that 'Interim Service'.

Provision of an Interim Priority Service in Urban and Rural Areas

Where the fault repair of the customer nominated ***STS*** or a permanent service connection cannot be achieved within 24 hours or within such longer period as the customer asks for, Telstra will supply an *Interim Priority Service* to the *Priority Customer:*

(a) where the *Priority Customer* accepts the offer of the *Interim Priority Service* at the time the offer is made - within 24 hours of the customer's request (or within such a longer period as the customer asked for); or

(b) where the *Priority Customer* accepts the offer of the *Interim Priority Service* after the time the offer is made – within the sum of 24 hours (or such a longer period as the customer

[23] See Section 17, Definitions section of this document

[24] Applicable for fault repair. An alternative service is call diversion to another working fixed line telephone service or a working mobile service.

asked for) plus the time it takes for the customer to accept the offer of the *Interim Priority Service,*

unless otherwise agreed with the customer. Where prevented from meeting this timeframe by circumstances beyond its control, Telstra will supply an *Interim Priority Service* as soon as practicable.

Example scenario: A customer reports a service fault with Telstra on Monday morning at 8am:

i. Up front, Telstra recognises that service fault cannot be repaired in the prescribed 24 hour timeframe and consequently makes the offer of an Interim Priority Service, or an Alternative Service to the customer. The customer immediately accepts Telstra's offer of an Interim Priority Service and thus Telstra has 24 hours to provide the Interim Priority Service to the customer – That is; by Tuesday morning, at 8am. If the offer is made but the customer takes some time to consider and does not accept the Interim Priority Service offer until 10am, then Telstra is required to provide the Interim Priority Service by 10am the next day.

ii. Telstra attempts to repair the service fault reported by the Priority Customer, but it becomes evident that it is impracticable to repair in the 24 hour timeframe. Thus, at 10am, Telstra makes the offer to the customer of an Interim Priority Service or an Alternative Service and the customer immediately accepts Telstra's offer of the Interim Priority Service. Telstra is then obliged to provide the Interim Priority Service by Tuesday 8am, which is within 24 hours of the customer reporting the service fault.

Example scenario: On Monday morning at 9am, a customer requests a service connection with Telstra:

iii. The customer asks that their service be connected by 9am on Thursday. Telstra attempts to connect the service requested by the Priority Customer, but by 1pm on Wednesday it becomes evident that it is impracticable to connect the service by 9am on Thursday. Thus, at 1pm on Wednesday, Telstra makes the offer to the customer of an Interim Priority Service or an Alternative Service and the customer immediately accepts Telstra's offer of the Interim Priority Service. Telstra is then obliged to provide the Interim Priority Service by 9am Thursday, which is within the longer period the customer asked for.

Provision of an Interim Priority Service in Remote areas

Where the fault repair of the customer nominated *STS* or a permanent service connection cannot be achieved within 48 hours or within such longer period as the customer asks for, Telstra will supply an *Interim Priority Service* to the *Priority Customer:*

(a) where the *Priority Customer* accepts the offer of the *Interim Priority Service* at the time the offer is made - within 48 hours of the customer's request (or within such a longer period as the customer asked for);or

(b) where the *Priority Customer* accepts the offer of the *Interim Priority Service* after the time the offer is made – within the sum of 48 hours (or such a longer period as the

customer asked for) plus the time it takes for the customer to accept the offer of the *Interim Priority Service,*

unless otherwise agreed with the customer. Where prevented from meeting this timeframe by circumstances beyond its control, Telstra will supply an *Interim Priority Service* as soon as practicable.

Note: The example scenarios used in Section 11.1.1 regarding timeframes for the provision of an interim priority service is also applicable for Remote areas. The 24 hour timeframe should be substituted with 48 hours. Thus (i) would be Wednesday 8am and Wednesday at 10am (ii) on Wednesday at 8am and (iii) would stay the same.

12. Service Reliability

12.1 Multiple & Recurring Faults

Telstra will also provide enhanced fault rectification for recurring & multiple faults (where there are two or more faults that occur on a *STS* within a three (3) month period) that make the *Priority Customer's* service inoperative. Telstra will thoroughly test the service and use best endeavours to identify the underlying network causes and if necessary, ensure that the cause is fixed to a high level of service reliability as soon as practicable.

12.2 Provisioning of Multiple Services to Priority Customers

Where *Priority Customers* have multiple services provisioned by Telstra, at their place of residence, Telstra will review the services' configurations to ensure the reliability of at least one of those services.

13. Credit Management of Individuals with Priority Assistance Status

In order to ensure continuity of a Priority Customer's service, the *STS* will not be disconnected where a Priority Customer continues to repay an overdue bill in accordance with an arrangement agreed to by Telstra.

Where a Priority Customer fails to repay an overdue bill in accordance with an arrangement agreed to by Telstra, the customer will always, at a minimum, be given access to soft dial tone. That is, while they remain a *Priority Customer*. Soft dial tone is defined as access to 000, Telstra Customer Service and Telstra's Fault Centre.

14. Record Keeping & Reporting

Telstra will keep a record of Priority Assistance customers and will report to the ACMA in accordance with the record and reporting regime outlined in the Licence Conditions.

The *Priority Assistance* code on a customer's priority service will be identifiable in the Telstra systems.

A copy of the Licence Conditions can be found on the following url:

www.dcita.gov.au

15. Approvals

This document should receive internal approval within Telstra and requires the endorsement from the Minister for Communications, Information, Technology and the Arts *(the Minister)* to enable it to become a working document.

Should the policy need to be varied from time to time:

- Telstra is able to initiate the change and would be required to provide *the Minister* with a draft variation to the policy for the approval of the variation.
- *Or the Minister* will advise Telstra as to what variations should be made to the policy.

Substantial variations to the policy document require the approval of *the Minister*. However, corrections of a minor nature by Telstra, such as; minor administrative corrections can be made without the approval of *the Minister*.

16. References

Document Number	Document Title
Not applicable	Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No1. of 2002- gazetted 15/05/02) and Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No2. of 2005 – gazetted [insert])
Not applicable	Telstra's USO Standard Marketing Plan
Not applicable	THE PRIVACY ACT- 1988 AS AMENDED TO INCORPORATE THE NATIONAL PRIVACY PRINCIPLES, WHICH CAME INTO EFFECT 21 DECEMBER 2001.

17. Definitions

The following words, acronyms and abbreviations are referred to in this document.

Term	Definition
ACMA	Australian Communications and Media Authority
Alternative service	alternative service means a service that provides a customer with access to a telephone service; Note: An example of an alternative service is a call diversion to a mobile telephone service or to a second fixed telephone service
CE&ES	Community, Essential and Emergency Services. Telstra has a CE&ES policy document which covers priority status for eligible organisations that provide CE&ES.
CSG Exemption	A provision in the CSG Standard and Telstra Carrier Licence Conditions that allow Telstra to be exempted from complying with the CSG performance obligations due to circumstances beyond its control. These circumstances include damages to its network facilities and/or impacts to its service operations (such as floods, bushfires, cyclones, storms, torrential rains, lightning, cable cuts), resulting in an extension to timeframes for connection and repair under the CSG Standard.
CSG Standard	Telecommunications (Customer Service Guarantee) Standard 2000 (No 2).

Customer	Customer means: a) A customer of Telstra; or b) A person who requests or has requested, the connection of a *STS* from Telstra, and to whom Telstra has an obligation to provide a *STS* or is willing to provide a *STS* but does not include a carrier or carriage service provider. in conjunction with Priority Customer definition.
Inoperative	inoperative in relation to a STS, means: a) an absence of dial or ring tone; or b) an inability to make or receive calls; or c) disruption to communications because of excessive noise levels; or d) repetition of service cut off; or another condition that makes the service wholly or substantially unusable.
Interim Priority Service	interim priority service means a service that satisfies the technical and functional requirements (if any) specified in a written instrument made by the ACMA: (a) that provides a customer with: (i) a service for voice telephony; or (ii) a service equivalent to a service for voice telephony where voice telephony is not practical for a customer with a disability; which may or may not include at the provider's discretion a data capability or any enhanced call handling feature; and (b) for which that customer is, or may be, charged: (i) an access charge that, when added to the access charge normally charged for the STS for which the interim priority service is provided in substitution, does not exceed the amount of the access charge normally charged for the STS;

	and (ii) call charges that do not exceed the call charges normally charged for the kind of service the interim priority service is, when the interim priority service is not supplied as an interim priority service. *Note: An example of the provision of an interim priority service is the provision of a terrestrial or satellite mobile telephone service (at mobile call rates or satellite call rates) to replace a STS.*
Priority Assistance	Means those services supplied to Priority Customers under the Priority Assistance policy. Priority Assistance offers highest level of service practicably available at the time on the connection of a first ***STS*** *or equivalent,(where no other STSs exist, whether provided by Telstra or another provider)* and on the fault repair of an existing ***STS,(where all other STSs at the place of residence are inoperative, whether provided by Telstra or another provider)***.
Priority Customer	means a customer who satisfies the eligibility criteria in relation to a diagnosed life-threatening medical condition (see Section 3 of this document).
Remote Area	means a township or community grouping of less than 200 people or a township or community grouping located outside a standard zone.
Rural Areas	means a township or community grouping of 200 or more people but less than 10,000 within a standard zone.
Standard Telephone Service (***STS***)	means the standard telephone service supplied by Telstra in fulfilment of its universal service obligation under Part 2 of the Telecommunications (Consumer Protection & Service Standards) Act 1999. And includes an equivalent service where voice telephony is not practical for people with a disability.
Urban Areas	means a township or community grouping of 10,000 or more people.

USO SMP	Universal Service Obligation Standard Marketing Plan
Working Day	In a location, means a day that is not a Saturday, Sunday or public holiday in the location.

Working Hours	8am to 5pm excluding Saturday, Sunday or a public holiday in the place concerned. A request for a new connection received after 5pm will be deemed as received in the following working day.

18 Attachments

Document Number	Title
013293 A01	Eligibility Criteria and Eligible Medical conditions

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Attachment 1 – Eligibility Criteria & Eligible Medical conditions for *Priority Assistance*

ELIGIBILITY CRITERIA:

Eligibility for Priority Service to telephones is available for patients who require the telephone to access emergency medical treatment or advice to reduce the possibility of death from a previously diagnosed life-threatening condition.
To qualify, the patient must be known to have a condition where there is a substantially increased risk of a life-threatening emergency:
With a significantly increased possibility of a rapid deterioration in the patient's condition, to the point that they may die; and
Where prompt attendance by an ambulance or prompt provision of telephone advice by a doctor or health professional could avert the death.

ELIGILBLE MEDICAL CONDITIONS

Medical practitioners may be asked to certify that one or more of their patients are being treated for a medical condition, in accordance with the Eligibility Criteria (above). The following list of Eligible Medical Conditions, developed with advice from general practitioners and other medical specialists, is provided for guidance. *If an eligible medical condition has been previous diagnosed, and the risk is continuing, certification would be justified.*

Certification would also be justified for conditions not on the list, provided that, in the judgment of the practitioner, they met the Eligibility Criteria to the same extent as the conditions listed.

LIST OF ELIGIBLE MEDICAL CONDITIONS

- Patients at high risk of respiratory emergencies
  Anaphylaxis or angioedema
  Severe asthma (as specified in National Asthma Council Guidelines)

- Patients at high risk of cardiovascular emergencies
  Ventricular arrhythmias
  Unstable angina
  Acute myocardial infarction within the last 6 months
  On waiting list for aortic aneurysm, coronary or carotid artery surgery

- Patients at risk of life-threatening hypoglycaemia or epilepsy
  Unstable insulin-dependent diabetes
  Poorly controlled grand-mal seizures

- Patients at high risk of obstetric and neonatal emergencies
  High-risk pregnancy (eg placenta praevia)
  Infants at risk (eg because of prematurity) with history of apnoea

- Patients with high-risk mental health disorders
  Severe mental health disorder with significant risk of self-harm or harm to others

- Technology dependent patients who are at high risk
  Haemodialysis in the home
  Patients on home respirators or with tracheostomies
  Oxygen dependent patients (eg with severe obstructive pulmonary disease)

- Other dependent patients who live alone, without support or in remote locations
  Patients with other dependent medical conditions would qualify for Priority Service only if they live alone, without social support, or in a remote location eg
  Dialysis patients
  Oncology patients
  AIDS patients
  Haemophilia patients, and others with bleeding disorders
  Severely disabled persons