

Variation instrument

COMPETITION AND CONSUMER ACT 2010

Variation of Final Access Determinations Nos. 1 to 7 of 2019 for Fixed Line Services made under section 152BC of the *Competition and Consumer Act 2010* by the Australian Competition and Consumer Commission

Variation made under subsection 152BCN(2) of the *Competition and Consumer Act 2010*

1. Title

This Determination may be cited as:

Final Access (Variation) Determinations Nos. 1 to 7 of 2019 for Fixed Line Services

2. Commencement

This Determination comes into effect on the 1 January 2023

3. Variation

Final Access (Variation) Determinations Nos. 1 to 7 of 2019 are hereby varied as set out below

Clause 5.1 is varied as follows:

A carrier or carriage service provider other than a demerged Telstra company is not required to comply with any of the standard access obligations as defined in the *Competition and Consumer Act 2010* in respect of the Wholesale ADSL Service.

Note: An access determination may:

- provide that any or all of the standard access obligations are not applicable to a carrier or carriage service provider (either unconditionally or subject to conditions or limitations);
or
- restrict or limit the application to a carrier or carriage service provider of any or all of the standard access obligations: sections 152BC(3)(h) and (i) of the *Competition and Consumer Act 2010*.

Schedule 1 - Interpretation and definitions is varied to add the following definitions:

Demerged Telstra company has the meaning given by section 581J of the *Telecommunications Act 1997*

Telstra Provider means a demerged Telstra Company that is required to comply with any or all of the standard access obligations as defined in the *Competition and Consumer Act 2010* in respect of the relevant declared service.

The following definitions in Schedule 1 - Interpretation and definitions are varied as follows:

IIC means the internal interconnection cable which is a twisted copper pair cable connecting an access seeker's equipment to a Telstra Provider's customer access network and is essential to an access seeker being able to obtain an unconditioned local loop service or line sharing service.

Retail Business Unit has the same meaning given to that term in Schedule 1 of the Structural Separation Undertaking;

Structural Separation Undertaking means:

- (a) an undertaking given by Telstra Corporation Limited under subsection 577A(1) of the *Telecommunications Act 1997* (Cth) which came into force in accordance with section 577AB, and any amendment to that undertaking which comes into force in accordance with subsection 577B(6); and
- (b) a migration plan approved by the ACCC under Subdivision B of Division 2 of Part 33 of the *Telecommunications Act 1997* (Cth) which, pursuant to subsection 577BE(5), formed part of the undertaking referred to in paragraph (a), and any amendment to that plan which is approved by the ACCC in accordance with section 577BF, and includes all binding schedules, annexures and attachments to such documents;

Zone 1 means the Zone of that name (as it stood on 13 May 2013) on the ADSL enabled exchange list that a Telstra Provider maintains for the purpose of calculating monthly end-user access charges for a Service, and for the avoidance of doubt includes Zone 1(a).

Zone 2/3 means the amalgam of the zones named Zone 2 and Zone 3 (as they stood on 13 May 2013) on the ADSL enabled exchange list that a Telstra Provider maintains for the purpose of calculating monthly end-user access charges for a Service.

Clause 2.2 of Schedule 2 - Price is varied as follows:

The following connection charges apply to the LSS, ULLS and wholesale ADSL for the period of 15 November 2019 to 30 June 2024:

	Price
LSS charges	
LSS single connections*	
Band 1	\$45.80
Band 2	\$46.89
Band 3	\$47.98
Band 4	\$49.20
LSS single disconnections**	
Band 1	\$22.01

	Price
Band 2	\$20.72
Band 3	\$21.19
Band 4	\$23.00
LSS MNM connection charges – where the service is to be connected on a line a Telstra Provider is using to supply a wholesale ADSL service	
Fixed amount (per MNM)	\$180.64
Variable amount (per connection)	\$25.77
LSS MNM minimum exchange charge (excluding Band 4)	
Per exchange	\$696.04
ULLS charges	
ULLS single connection charges – in use ULLS, transfer ULLS and enhanced vacant ULLS connections***	
Band 1	\$55.46
Band 2	\$54.52
Band 3	\$59.77
Band 4	\$70.23
Charges for ULLS MNM – involving the transfer of end-user data services from a Telstra Provider wholesale PSTN and/or ADSL service, or from a line that a Telstra Provider is using to supply a ULLS to another access seeker	
Fixed amount (per MNM)	\$180.64
Variable amount (per connection)	\$21.68
ULLS MNM minimum exchange charge	
Per exchange	\$614.16
ULLS call diversion charge	
Fixed amount (per ULLS call diversion)	\$12.19
Variable amount (pro rata per month)	\$16.06
ULLS cancellation charges	
Per service where prejumping has occurred	\$16.21
Where entire MNM is cancelled	\$180.64

	Price
Wholesale ADSL	
Completed Type A connection	
Per connection	\$22.20
Completed Type B and all other wholesale ADSL connections	
Per connection	\$47.29
Early termination charge	
Per termination	\$0.00

* Note: the single LSS connection charge does not apply where the line on which the LSS is connected was being used to supply a ULLS.

** Note: These charges are not payable for: a disconnection made pursuant to a Telstra Provider churn process by which services can be transferred between LSS, and between LSS and DSL services, or any period in which the Access Seeker was participating in the Telstra Provider LSS churn process and Telstra (Bigpond) was not participating in a Telstra Provider LSS churn process.

*** Note: No price is set for a Vacant ULLS connection.

Clause 6.5 j) of Schedule 6 - Confidentiality provisions is varied as follows:

in accordance with a reporting obligation, or in response to a request from a regulatory authority or any other Government body, in connection with the Structural Separation Undertaking as it is applicable to the Access Provider where the party cannot comply with the reporting obligation or request without using or disclosing the Confidential Information, provided that:

- i. prior to disclosing the Confidential Information of the other party the Disclosing Party informs the relevant person or persons to whom disclosure is to be made that the information is the Confidential Information of the other party; and
- ii. unless prohibited by law, the Disclosing Party informs the other Party in writing as soon as reasonably practicable after receiving the request that the Disclosing Party will disclose Confidential Information to the regulatory authority or any other Government body to fulfil that reporting obligation or respond to that request.

DATED: 21st December 2022