

Telecommunications Consumer Protections Industry Code (DR C628:2011)

Optus Public Comment

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
Explanatory Statement, p1	6 th paragraph refers to ACMA without explaining what the acronym stands for.	Expand to read "Australian Communications and Media Authority"	Editorial
Explanatory Statement, p1	7 th paragraph explains what ACMA acronym stands for.	Full title can be removed and just use acronym, as the acronym will have been explained in the paragraph above.	Editorial
P1 Intro statement, 3 rd para	Sentence mentions that the ACMA "has appropriate powers of enforcement". Suggest that this phrase is based on a value judgement of what 'appropriate' is and should be re-expressed as a statement of fact.	"The Code is registered by the Australian Communications and Media Authority (ACMA) which has powers to enforce compliance to the Code."	Editorial

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Introductory Statement, p2	2 nd paragraph under sub-heading "Complaint Handling" refers to "free of charges"	Should be "free of charge" (not the plural)	Editorial
1.4 Commencement date	Optus wishes to propose to include a delayed implementation specific commencement date for developing usage calculation tools necessary to comply with 4.1.3.1 (e) and 4.1.4.1 (c).	Add the following wording: "the obligations under clause 4.1.3.1 (e) and 4.1.4.1 (c) will not commence until that date which is 6 months after the date of registration of the Code with the ACMA."	This is a new obligation and providers will need time to develop tools to provide this information and make them available on their websites – particularly those providers offering a range of products and services.
1.4 Commencement date	Optus wishes to propose to include a delayed implementation specific commencement date for making amendments to our bills to include a link reference to our	Add the following wording: "the obligations under clause 5.3.2(j) will not commence until that date which is 6 months after the date of registration of the Code with the ACMA."	This is a new obligation that requires changes to Bills. In order to make this change, Suppliers will need to factor this into existing billing system maintenance schedules and will

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	standard form customer contracts online in order to comply with 5.3.2(j).		not be able to facilitate this change immediately.
1.5 Code Review	Revision was conducted in 2010-2011 (not just in 2011)	Refer to 2010 as well	Editorial
2.1 Definitions Advertising	The definition of 'advertising' contains the defined term advertising, which is not helpful.	Remove the word advertising from the definition. (If necessary, replace with alternate, such as "publicity")	Editorial
2.1 Definitions Billing Period	"Billing Period means a period of time in relation to which Billed Charges relate."	Suggest "Billing Period means a period of time in relation to which Billed Charges relate."	Circular use of 'relate'.
2.1 Definitions Complaint	Second paragraph needs minor re-drafting to clarify meaning	Move third sentence, i.e. "An initial call to report a fault or service difficulty is not a complaint" to between the first and second sentences of the	Clarity of Code rule

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		second paragraph.	
2.1 Definitions Compliance Attestation	Should the first clause reference under "Compliance Attestation" be to 9.4.1 (a) (not just 9.4.1)?	Amend the clause reference in the definition	Editorial
2.1 Definitions Consumer	Definition of Consumer attempts to define what a Residential Customer is, when it could just use that defined term. In order to better reflect the scope outlined in 1.3.3 for small business, suggest including specific reference to small business in this definition.	Amend part (a) of the definition to read: "means (a) A Residential Customer; or (b) A small business....."	
2.1 Definitions Customer Contract	Question the use of 'Standard Form Customer Contract' which in effect is an additional definition when the definition in	Amend wording to "Customer Contract means an arrangement of agreement between a Supplier and a Consumer for the	The additional layer of definitions is not necessary.

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	the Act is 'Standard Form of Agreement'.	supply of a Telecommunications Product to that Consumer. For the avoidance of doubt, unless stated otherwise, the Standard Form of Agreement is a Customer Contract."	
2.1 Definitions Customer Information Compliance Statement	Should the definition of Customer Information Compliance Statement refer to the relevant Code clause (i.e. 9.3.1 (b)) as other definitions relating to chapter 9 have done?	Add in the clause reference to the definition	Editorial
2.1 Definitions Discount	Definition of Discount talks about whether the Charge is payable by a Customer. This does not seem relevant to the definition.	Reword as: "Discount means a reduction of any Charge which is levied by a Supplier and which is or may be payable by a Customer. "	Definition seems to include irrelevant information.

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2.1 Definitions External Qualified Assessor	Definition of External Qualified Assessor does not follow format of other definitions, and includes the defined term in the definition.	Reword as: "External Qualified Assessor An external qualified assessor means an assessor <u>a person</u> who: (a)....	Editorial
2.1 Definitions Guarantee	Definition of Guarantee uses the defined term in the definition.	Reword as: "means acceptance of responsibility for a Customer's obligations under a Customer Contract"	Editorial
2.1 Definitions Hard Cap	'maximum Limit' is used to describe however the definition of Limit is described as the "maximum monetary amount". Too many 'maximums'. Definition of Hard Cap doesn't need to refer to "relevant"	Amend wording to read "means a Limit applied to a Customer's use of Telecommunications Services, which Limit cannot be exceeded by the Customer."	Editorial

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	Customer.		
2.1 Definitions Included Value / 5.3.2(m)	Definition of Included Value is limited to mobile post-paid services, but it is also used in 5.3.2(m) only in relation to "Post-Paid Services" which are defined more broadly as being any post-paid products.	Amend 5.3.2(m) to only refer to mobile post-paid products, for consistency.	Clarity / consistency of Code rules
2.1 Definitions Inform	This definition is not used anywhere in the code	Delete definition.	Clarity
2.1 Definitions Itemised	Question the usefulness of including this definition. The main use of the term is in the context of "Itemised billing", "Itemised Charges" (both of which are already defined) or "Itemised details" and "Itemised Timed Call	Delete definition.	Clarity

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	Charges" which creates a circular reference to the definition meaning anyway. Lastly the last definition above is a mixture of definition which creates confusion and possible unintended meaning.		
2.1 Definitions Large Text Advertising	Large Text Advertising refers to a Supplier's "online" websites.	Suggest this refer to a Supplier's "own" websites. This is because (a) all websites are online, and (b) this is intended to capture only those websites that are under the Supplier's direct control.	Editorial / clarity Clarify that the obligation should only be for a website that a Supplier can have direct control over. "Online websites" is a tautology.
2.1 Definitions Material Change	Defined term in the singular doesn't reflect the use of the term in 9.4.1 (b)	Change to "Material Changes" to reflect correct text in 9.4.1 (b)	Editorial

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2.1 Definitions Point of Sale	The only reference to this definition is in the Introductory Statement. Definition currently points to 8.1.3 which doesn't exist. The only other reference to 'point of sale' in the Code occurs in 4.1.2.1 (c) (ii) A which is not defined and whose context is self-evident within the clause itself.	Recommend to delete this definition.	Editorial.
2.1 Definitions Post-Paid Service	Definition contains grammatical errors. Also suggest that use of the word 'consumed' sounds odd.	Amend reference to "in parts" to "in part" to be grammatically correct. Replace 'consumed' with 'used'	Editorial
2.1 Definitions	Restriction generally does not	Remove the words "or is to	Correction – does not accurately

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Restriction	refer to the cessation of a service – that would be a suspension or more likely a disconnection. In fact, it would generally refer to limiting access to a feature of a Telco Product or Service, not necessarily to the whole service or product itself. (e.g. call barring)	cease" from the definition of Restriction. Consider clarifying that it could be an aspect of the product as well as the whole product. Proposed wording would be: "means where access to one or more of a Supplier's available Telecommunications Products, or an aspect of those Telecommunications Products, is limited."	reflect what a restriction is.
2.1 Definitions Standard Form Customer Contract	Delete this clause as per comments to 'Customer Contract'.		Use of this definition is unnecessary.

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2.1 Definitions Standard National Mobile Calls / Standard National Mobile SMS	Replace “at peak time” with “during peak time” as this is more grammatically correct.	Replace 'at' with 'during' in both definitions.	Clarity / editorial
2.1 Definitions	There are different uses of “peak time” and “peak-time”.	Check Code for consistency in usage.	Editorial
2.1 Definitions Standard Telephone Service	Definition of Standard Telephone Service has a mistake	Amend wording to “has the meaning given in of the <i>Telecommunications...</i> ”	Editorial
2.1 Definitions Unsolicited Offer	Optus Legal advises that this definition Unsolicited Offer is incorrect. An Offer is a different function to an “unsolicited	Replace with “Unsolicited Offer For the purposes of this Code, has the same meaning as the term “unsolicited consumer	Legal inconsistencies / confusion

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	consumer agreement" under the ACL. If the intention is that the use of the term "Unsolicited Offer" for the purposes of the Code only is to have the same meaning, then this should be clarified.	agreement" under the Competition & Consumer Act." Alternatively, replace "Unsolicited Offer" directly with "Unsolicited Consumer Agreement" to avoid confusion.	
2.1 Definitions Urgent Complaint	Just as clause (a) in the definition requires that the subject matter of a complaint from a hardship customer must be related to that hardship for the complaint to be classed as an urgent complaint, the same principle should apply for priority assistance customers under (c). Definition of Urgent Complaint to be amended as	Amend (c) as follows: "it involves a Priority Assistance Customer and the subject matter of the Complaint can reasonably be presumed to directly relate to or impact upon that Customer's need for Priority Assistance."	A complaint from a priority assistance customer won't always be urgent – e.g. a billing complaint as opposed to a technical fault on their service which is jeopardising their access to their telecommunications service.

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	per industry discussions.		
2.1 Definitions Writing	Use of definition is inconsistently used throughout the Code.	Optus suggests that either all references to 'in writing' through the Code be capitalised to use the definition or remove the definition and allow the terms to stand on their meaning. Either is unlikely to materially impact the meaning of the Code terms.	Clarity and consistency
2.1 Definitions Written Notice	This definition is only used in the definition of 'Inform'. Given 'Inform' is not used anywhere in the Code, this definition can also be deleted.	Delete the definition of Written Notice.	Redundant – not used.
3.2.1	Reference to information being "...current and timely." This is a tautology.	Recommend deleting 'and timely' so that the clause reads "A Supplier must ensure that	Clarity

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		information provided to Consumers is accurate, relevant and current."	
3.3.3	This clause is quite specific, and doubles up with clauses 4.4.2.1(b) and 4.5.1. Suggest that it does not fit in the "general rules" category, and that the specific clauses on section 4 should be relied upon instead.	Propose either deleting clause 3.3.3, or amending so that it refers more generally to website accessibility.	Clauses require same obligations as elsewhere in the Code.
4.1.2.1 (a)	Content – Optus considers it would be beneficial to include a sentence referring to a brief description of the product/s that are included as part of the Offer.	Add a new 4.1.2.1(a)(i) " a brief description of the Offer including the Telecommunications Product/s that are provided to the Consumer by the Offer."	
4.1.2.1 (a)(i)	Optus considers, if industry can agree to a common name for	Delete current 4.1.2.1.(a)(i)	Unnecessary

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	the SoO that sufficiently meets the ACMA's concerns, then this clause is unnecessary.		
4.1.2(a) (iii) (A) – (C) Also 4.2.1.1 (b) (i) – (iii)	These clauses do not use the defined term "Discounts". Should they?	Replace "discounts" with "Discounts"	Editorial
4.1.2.1 (a) (vii)	This clause may not be relevant to all Offers that require a summary as not all Offers that required a summary have credits that may rollover.	Include "(where appropriate)" before "whether any credits...".	
4.1.2(a) (iii) (xi)	Requirement includes that the Summary of Offer includes information about where Customer can get access to	Remove this section of the clause, i.e.: (xi) where Customers <u>Consumers</u> can access information about	SoO issued to Consumers, not Customers. Irrelevant information.

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	details on their previous billing period usage. This is irrelevant, as the SoO is being given to Consumers, not Customers. They don't have any previous billing period/usage.	the Supplier's Spend Management Tools (if any) including where Customers can access information about their previous billing period's mobile call, SMS and mobile data usage; and	
4.1.2.1(b)	The obligation of information being "easy to find" is too subjective to be enforceable. Optus believes that the term 'readily accessible' will provide sufficient protection for the Consumer while at the same time, allowing the service provider sufficient flexibility to house their summaries on the	This phrase should be removed.	Measure of compliance will be subjective, and therefore this rule is not easy to enforce. Editorial

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	websites to best effect.		
4.1.2(d)(iv)	This is not a marketing document; it's an information piece. In addition, not misleading customers is a general legal requirement and does not need to be stated here again.	Delete clause (iv)	Unnecessary and does not add any safeguards
4.1.2.1(d)(v)	Given the summary is only allowed to be 2 A4 pages in length and there is currently discussion on which components should have greater prominence that will be drafted in 4.1.2.1(a), this clause should no longer be necessary.	Delete this clause.	Clarity / consistency of Code rules
4.1.2(f)	This clause is unnecessary. If we are required to provide the SoO	Delete clause (f)	Redundant – already covered by 4.1.2.1(c).

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	prior to sale, then we are already making consumers aware of their availability. What else does this clause propose?		
4.1.3	Question use of 'ready access'	Who determines what is 'ready access'? Delete 'ready'.	Editorial
4.1.3.1(e)	Usage information – refer comment in relation to implementation timeframes in 1.4.		This is a new obligation and providers will need time to develop tools to provide this information and make them available on their websites – particularly those providers offering a range of products and services.
4.1.4	A supplier should not be forced by this Code to sell a Customer a particular Telecommunications	Amend clause to read "Meeting Consumer needs: If the Supplier indicates it has a particular Offer	

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	Product, particularly if that Supplier is not the Universal Service Provider. The phrase "the Supplier must indicate if it has an Offer that may suit the Customer's identified need..." is therefore inappropriate.	that may suit the Consumer's identified need, the Supplier must provide the Consumer with information about the particular Offer, to allow the Consumer to assess the suitability of that Offer against that need."	
4.2.1.1 (x) and (xi)	These obligations are required by legislation, so no need to repeat here.	Delete clauses (x) and (xi)	Redundant. Creates double jeopardy having both a legal and a Code requirement for the exact same thing.
4.3.1	Remove "for the protection of Consumer".	While the intent of this phrase is laudable it is not enforceable. If the Supplier's staff sells its products in an open, honest and fair manner (which is enforceable) then the effect will	Unenforceable

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		be that Consumers are protected anyway.	
4.3.1.1.(a)	Delete "in compliance with this Code"	Given this clause is in the Code and therefore will need to be complied with as a result, this phrase is unnecessary.	Unnecessary
4.3.2	Compliance will be difficult to enforce 'what a staff knows or should know' due to the subjective nature of this wording. The intent of this clause is for staff to provide accurate information to assist a Customer in reaching a purchase decision. Training requirements of what staff 'should know' are covered already under 4.3.1.1.	Delete "the Supplier's staff know or should know". If necessary, replace "A Supplier..." with "A Supplier's staff..."	Clarity

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4.3.2.1	This clause is a repetition of 4.2.4.1 and 4.3.1.1 therefore query whether this clause is necessary.	Delete clause	Unnecessary
4.3.7	Wording is repetitive.	Amend wording to "A Supplier must inform a Consumer if the Supplier is recording a phone call between the Supplier and the Consumer, so the Consumer is aware the phone call is being recorded of this."	Editorial
4.4.1.1(b)	This sub-clause does not seem to fit the outcome detailed in 4.4.1.	Suggest re-wording as follows: "Languages: A Supplier must ensure that its Sales Representatives can communicate with Consumers	Outcome and rules not entirely consistent.

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		effectively in English and can provide options to assist non-English speaking consumers."	
4.4.2.1 (b)	Clause refers to a specific version of the Web Content Accessibility Guidelines. This is not future-proof.	Remove the reference to Version 1.0, or amend to say "or as amended from time to time" or similar, to ensure this won't require compliance with out-dated obligations.	Won't stand the test of time and will therefore not require best practice web accessibility.
4.5.1.1 (c)	Disagree that pricing plan info needs to be retained in SFOAs even if there are no longer any customers on those offers.	Delete reference to this, i.e.: "...for so long as Customers continue to receive Telecommunications Products pursuant to those Offers, and for a reasonable period of time thereafter, to enable a response to Consumer...."	This is impractical and will add to the length and complexity of SFOAs, hence to customer confusion. The information will still be made available upon request.

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4.5.1.1(c)	1. "Previous versions" implies that more than one version of the SFOA is required to be posted on a Supplier's website at all times. This is not necessarily the case or required under the SFOA Determination. The content of the clause ensures that information about Offers that may be relevant to a particular Customer is retained, not about the versions of the agreement. 2. Disagree that pricing plan info needs to be retained in SFOAs or on websites even if there are no longer any customers on those offers.	1. Amend the heading from "Previous versions" to "Information on expired Offers" to ensure the heading is properly reflecting the content of the clause. 2. Delete reference to this, i.e.: "...for so long as Customers continue to receive Telecommunications Products pursuant to those Offers, and for a reasonable period of time thereafter, to enable a response to Consumer...."	1. Inconsistent with the SFOA Determination requirements. 2. This is impractical and will add to the length and complexity of SFOAs and websites, hence to customer confusion. The information will still be made available upon request

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4.5.2	Replace "in plain English, clear, consistent..." with "in plain language, be clear and consistent,..." "Easy to follow" is subjective. Who determines this?	Grammatically correct. Delete "...and easy to follow".	
4.5.2.1(a)	Delete "English" to ensure consistency with the rest of the Code. Contracts may not always be in English.		Editorial
4.5.2.1(c)	This clause does not fit here, as it is not about the content of the contracts – it is about providing information upon request.	Create a new clause 4.5.3 for this obligation, if deemed necessary (given it may not be required as this information should have been provided to the customer at time of sale.)	Does not fit in this section – is about a different issue.
4.5.3.1(a)	The defined term has a spelling	The defined term is	Editorial

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	error.	Telecommunications Services	
4.5.3.1 (d) and (e)	Compliance for terms that cover a penalty for breach and extension of contract period are already required under the ACL. It is therefore not appropriate to also have terms within this Code.	Delete these clauses.	Code should not duplicate law.
4.5.3.1 (f)	This clause is potentially in conflict with the ACL and the SFOA Determination. The Code should consistently apply the principle that, if rules are governed by other legislation or regulations, they should not be included in the Code. If a Supplier amended or varied a standard form contract in	Delete this clause.	Inconsistent with other laws and regulations.

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	circumstances that did not comply with the law, then the Supplier would have more to worry about than non-compliance of this Code. Matters of breach of the ACL are in the ACCC's jurisdiction, not the ACMA's.		
4.6.3	Compliance with privacy laws is covered under existing legislation and therefore should not be duplicated by the Code.	Delete this clause.	Code should not replicate law.
4.6.3.1(c)	It is up to each provider what disciplinary actions it imposes, so it is not necessarily relevant to refer to termination of employment. It may instead be	Delete reference to termination of employment, add reference to legal impacts, as follows: "ensure its staff understand that they may face disciplinary action	Commercial decision as to what disciplinary action is taken, so not relevant for the Code to define it. Additional legal ramifications also apply under the Privacy Act

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	more useful to refer to disciplinary action + potential legislative impacts, e.g. personal fines.	, such as termination of their employment, if they breach the Supplier's privacy procedures, <u>as well as personal fines or imprisonment</u> if they breach the Privacy Act or other privacy laws."	or Part 13 of the Telco Act (fines and/or imprisonment).
5.2.1	Delete "in the following circumstances"	Amend as follows: "A Supplier must supply a Bill to Customers for each Billing Period, except in the following circumstances:"	This clause is unnecessary and the paragraph reads with greater clarity if deleted.
5.2.1.(a)	How would a customer know how to much to pay if there bill is up to 20% higher than a previous fixed amount? Surely this would only work in circumstances	More clarity is needed as to how this would work, if it is to be retained in the Code. (Preference would be to revert to the wording in the old Code,	Clarity

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	where the customer has direct debit arrangements?	where a bill wasn't required only if the fixed amount remained the same each billing period, i.e. A Supplier need not print a Bill for a Customer paying a Charge by Direct Debit, if the Charge does not vary from period to period and the Customer is informed of the decision.")	
5.2.2(a)	Assume it won't always be possible to obtain consent, so this clause is impractical. It would work for something simple like pay TV, which is not covered by this Code, where the extra amounts are likely to be due to a pay-per-view event, but what	Amend for clarity. It is not clear how this would apply or in what circumstances it would ever be possible.	Clarity / ability to comply / enforceability

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	other scenarios would this apply to?		
5.2.4 – final paragraph	Is this final paragraph (below clause (b)) another rule or a note?	Number appropriately if a rule	Editorial
5.2.5	It is not possible to ensure a Supplier complies with a Code rule if it depends on a particular customer's understanding. This is not able to be enforced.	Suggest replacing clause with "A Supplier must lay out and format Bills in a logical and clear manner."	
5.2.6	1. Rule rather oddly refers to mobile call, SMS and mobile data usage, yet the rule applies to all products. This is therefore irrelevant and should be deleted. 2. Second half of this clause refers to information being	Amend clause as follows: "A Supplier must, on request and irrespective of whether or not previously made available on a Bill or otherwise, make available to Customers and former Customers, all Billing information	Irrelevant and confusing, as rule applies more broadly and this may make believe that it only applies to post-paid mobile usage.

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	provided free of charge for up to 13 months. This is a big change from 2 months (in the old Code) and potentially a large financial impact on Suppliers. Given that options are available for many customers now to access copies of past bills online, Optus submits that (a) the old Code wording should be re-instated; and (b) if this is not accepted, then at minimum it should be able to charge for requests for re-prints of past bills beyond 2 months, where that information is readily available to customers in another format.	related to that Customer including itemised details of all Charges in a format that is able to be read and understood. This includes, where applicable, details of that Customer's mobile call, SMS and mobile data usage. The Supplier must provide this information if requested, at no cost to the Customer, at any time during the period of at least 13 2 months after the last Itemised Charge is incurred. After that period of 13 2 months has expired, the Supplier must provide such information to the Customer if requested during a	

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		period of at least 6 years, but may impose a Charge for the provision of this Billing information."	
5.2.8	Providers should be allowed to charge timed rates in some circumstances – it is inappropriate to always required Untimed Call rates from mobile phones.	Revert to wording in old code which referred to "reasonable" costs.	Providers should be allowed to provide different levels of service to customers (with their agreement, of course!) For example, customers who choose to sign up to a cheaper plan and agree to "self Service" via the Supplier's website should be able to be charged for then opting to call Customer Service instead.
5.2.9	It will not always be possible to zero rate data usage to Supplier websites, and the amount of	Revert back to old code wording about reasonable cost.	Unable to exclude data downloads from being included within a customer's data

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	data used for this purpose by customers is minimal anyway.		allowance. Difficult and costly to implement
5.3.2(h)	There seem to be two different requirements covered under this clause; 1) to provide one free method of payment and 2) to provide advice on additional charges for additional payment methods. Suggest splitting into two clauses.	Clause (h) to read "at least one free method of Bill payment;" Add a new clause "(i) advice to the Customer regarding any additional charges (e.g. credit card merchant fees) that will apply for any additional payment method;"	Clarity
5.3.2 (i)	Remove the wording for listing out the services within a bundle as it is not relevant to this clause that covers the specific plan	Amend wording to "the name of, or reference for, the agreement or plan to which the Bill relates, including a listing of any bundled	The bill already needs to contain detailed information, so the additional wording is redundant

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	names / reference	services to which the Bill relates;	
5.3.2 (l)	Bad wording and should be removed as 5.3.2 (k) covers excess usage requirements.	Delete clause 5.3.2(l)	Already covered by clause 5.3.2(k)
5.3.2 (m)	There are 2 different concepts in this clause. The wording that relates to having information on the bill about the 2 previous bill periods for mobile included value plans, should be added as a separate clause.	Create a new clause (n) as follows: "for Bills relating to a Post-Paid Service with an Included Value, the total amount of the Bill for of each the two previous Billing Periods; "	Clarity
5.3.2 (n)	Clause repeats other code obligations.	Delete clause (n). Usage information is already provided on the bill and from the contact point (details of which are also included on the bill)	Redundant

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
6.1	1. Remove “timely” and refer to “easy” access, to better reflect actual Code rule. 2. Remove “all” – who determines what all of the information is? 3. Remove “relevant to Consumers”. If it's not relevant to Consumers, why would we be providing it to them? 4. Remove (c) and (d) as this is covered by clauses 6.7 and 6.12.	Amend wording to “Suppliers must ensure that a Consumer has timely easy access at no cost to all information relevant to Consumers regarding a Supplier's: (a) Spend Management Tools; and (b) Security Tools; (c) Credit assessment processes; and (d) Financial Hardship policy.”	Clarity
6.1.1(a) and (b)	Should refer to subclauses 6.1.1(c) and 6.1.1(d), not just the general clause 6.1	Insert clause references	Clarity
6.2	Optus has serious concerns about the terminology	Amend as follows: “6.2 Responsible provision of	Current Code wording is misleading and does not reflect

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	“responsible provision of credit”. Suppliers provide products and services, not credit, and we are not subject to the responsible lending criteria of banks and other financial institutions, which use of this terminology would seem to imply. Suppliers do not generally undertake assessments of customers’ capacity to pay, and therefore the assessments done are of the risk to the provider – not to the customer. This is acknowledged elsewhere in the Code (in the definition of Credit Assessment). Suppliers would therefore not be able to	products and services Suppliers must undertake a Credit Assessment before providing a Telecommunications Product to a Consumer, and explain the financial implications of the provision of that Telecommunications Product to the Customer or their Guarantor”	the current credit-related obligations in the telco space – it reflects banking obligations instead.

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	comply with this rule with its current wording.		
6.2.1(a)	Clause attempts to define what a credit assessment is, when this is already a defined term.	Use the defined term instead, as follows: "Assess credit risk: undertake a Credit Assessment accordingly"	Clarity
6.2.1(b)	Clause does not use the defined term Credit Assessment, and contains unnecessary wording	Amend as follows: "Inform Consumer of Credit Assessment: inform the Consumer prior to or at the time of the Credit Assessment of its general nature and effect"	Clarity / use defined term
6.1.1(d)	Clause attempts to define what a Guarantee is, when there is already a definition	Delete the words "as security for provision of any Telecommunications Product" as this is already covered in the definition	Clarity

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
6.3	Wording is confusing. Suggest reverting to wording similar to that used in the old Code.	Replace with: "In the event that a Supplier refuses to provide a Telecommunications Service to a Consumer, and the refusal is at least partly based on information provided to the Supplier by a Credit Reporting Agency, the Supplier must explain this to the Consumer."	Clarity
6.4	It appears that there has been an attempt to make this clause cover different instances where a service may be restricted: (i) at time of application as a result of the outcome of a credit assessment, and (ii) subsequently	Amend clause for clarity to only deal with instances of restriction as a result of a credit assessment as follows: Heading to read "Provision of information where service is Restricted at time of application"	Clarity

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	as a result of credit management action. However, this clause in the Code was always intended to only cover the former scenario, as restriction as a result of credit management is covered in clause 6.8.	Remove: "and/or (b) when a Restriction is subsequently applied"	
6.4.1	As per the above comment.	Amend 6.4.1 as per below: “(a) Explain Restrictions at time of application: explain to the Consumer: (i) the general nature of the reasons for the Restriction, (ii) which of the Supplier's Telecommunications Services the Consumer will have access to after the Restriction is applied;	Clarity

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
		(iii) Removal of Restrictions: how the Consumer may have the Restriction removed; (iv) Who may remove Restrictions: if the Restriction can be removed by anyone other than the Consumer; (b) Oral advice of Restriction: where the Consumer is informed orally of the Restriction and the reasons for it, the Supplier must make attempts to ascertain whether the Consumer has understood the oral advice given. (c) Written advice of Restriction: upon request, the Supplier must	

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
		provide the information in subclause 6.4.1 (a) to the Consumer in writing."	
6.5.1 (a)	Clause doesn't use defined term "Credit Assessment". Should also more correctly refer to the outcome of a Credit Assessment.	Amend as follows: "...base the requirement for a Security Deposit on the outcome of a Credit Assessment..."	Use defined terms / clarity
6.5.1 (b)	The second half of this clause is a note, not a Code rule. Should at minimum be split into a separate sentence.	End the first sentence at "will be forfeited." Remove "or" and start a new sentence "In the absence..." (or consider a different way of formatting this guidance note).	Clarity
6.5.1 (e)	Heading is not very clear, and clause refers to a Consumer, not a Customer, but they would	Suggest amending heading to: "Repayment to the Customer" and changing other references	Clarity

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	have to be a customer for us to be repaying them their security deposit.	from Consumer to Customer.	
6.6.1(a)	Delete reference to "available" Spend Management Tools. If they're not available, why would we be telling people about them?	Delete word "available"	Clarity
6.6.1(c)	This should explain that the information is required in the description of Spend Management Tools referred to in 6.6.1.1(a).	Insert at the start of the clause: "In the description of Spend Management Tools referred to in 6.6.1.1(a) above,"	Clarity
6.6.1(d)	2nd reference to Residential Customers can be deleted, as is not needed	Delete words "Residential Customers with"	Clarity
6.6.2(f)	If balance triggered automatic	Suggest allowing this as follows:	Allow for auto top up with limits.

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	top up pre-paid services have limits on them, e.g. maximum of 3 recharges a month, or maximum \$ value of the recharges, would they still be allowed as a spend management tool? Also, clarify that auto top up is not banned – it just doesn't meet the spend management tool requirement.	"prepaid services (except those with a balance triggered automatic top up that has no limitations set on the automatic top up, which would not be deemed to meet the requirements of acting as a Spend Management Tool)"	
6.6.2	We should make reference to other tools a supplier may choose to offer.	Insert at end of subclauses "or any other Spend Management Tools the Supplier may choose to offer".	Ensure Suppliers are aware they can offer other options.
6.8.1(d)(iv)	Clause states that the debt may be sold to a debt buyer. This repeats clause (iii)	Delete the words "and/or the debt may be sold to a debt buyer".	Duplication
6.9.1(d)	Clause refers to an "amount"	Replace "amount" with "debt".	Editorial

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	being sold or assigned. It should refer to a "debt" instead,		
6.9.1(g)(ii)	Reference to no additional charges should specify that it's no additional Credit Management charges – not just general charges	Amend to read: "no additional Credit Management Charges apply; and"	Clarity
6.10.1(a)	How would a Supplier be aware the dispute is being investigated?	Replace "is aware" with "has been notified" as this is more specific.	Clarity
6.12	Heading is broader than just the accessibility of the financial hardship policy	Heading should simply read "Financial Hardship policy" to better reflect the rules in this section.	Clarity
6.12.1(c)	Wording is not clear	Replace second part of the clause with "...details of a source at which the Customer can	Clarity

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
		locate contact details..."	
6.13.1(a)	Decision may also be made based on other information available to the Supplier, e.g. internal records	Add to the end of the clause "or other information available to the Supplier".	Wording should be added for completeness and to reflect the process that will be followed
6.13.1(b)(i)	Clause wording sounds like it's the customer's contact details that must be provided.	Amend to read "...the Customer must send the documentation to a specific contact point and the Supplier must provide their..."	Clarity
6.13.1(c)	Clause wording is a little unclear	Amend last part of the clause as follows: "has understood the information provided by and requests being made by the Supplier".	Clarity
7.1	Given that the Gaining Supplier is bound to comply with the full terms of this Code if they are	Delete this clause.	Redundant.

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	servicing a Consumer, this clause is unnecessary.		
7.1.2(c)	Query accuracy of heading.	Change to "Telecommunications Service in the name of the correct Consumer:"	Clarity
7.3.1(e)	The Supplier will not know what equipment a Consumer has let alone whether the multitude of equipment options would work on their service, at least not in any detail.	Amend this clause to "as to what type of equipment would be compatible with the Gaining Supplier's Telecommunications Service".	Impractical
7.4(c)	We currently have complaint handling processes that are governed by Chapter 8 and information about the Supplier's complaint contact in the Summary of Offer. Therefore it is	Delete this clause or add "if this information differs from the Supplier's normal complaint handling processes".	Duplicates other clauses in the Code

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	unnecessary to also include separate information in this clause about the transfer process		
7.4.1 (a) (iii)	As above.	Delete or add "if these contact details differ from the Supplier's normal complaint handling processes".	Duplicates other clauses in the Code
7.7 and 7.8	Suggest that references in these clauses to "Consumers" is incorrect and it should refer to "Customers"	Replace "Consumers" with "Customers" in each instance.	If the transfer has occurred, the person is a Customer.
7.8.1 (b)	Suggest that wording "in a format that is clear, unambiguous and easily understood by Consumers generally" be amended to reflect similar terms used in the	Replace "...clear, unambiguous and easily understood by Consumers generally" with "clear and logical manner".	Clarity / consistency

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	rest of the Code.		
7.10.1(a) and (b)	These terms are already covered under the ACL and therefore do not need to be addressed by the TCP Code.	Delete these clauses.	Code should not duplicate law
7.11.1(a)(vii)	Assume that the notice referred to in 7.11.1 is required to be provided to the Supplier, but the clause does not state this.	Amend as follows: "...by providing a notice to the Supplier in writing..."	Clarity
8.1.1(iii)	This requirement is not necessary to ensure compliance if all other clauses in this chapter are adhered to.	Delete this clause.	Unnecessary
8.4	Optus is of the view that it is not within the jurisdiction of the Code to impose obligations on how many staff a Supplier must have	Delete the sections of 8.4 that refer to appropriate resourcing.	These clauses would be entirely unenforceable, and are beyond the scope of the code and the regulator's jurisdiction.

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	to handle different functions. This is a commercial decision for each Supplier and depends on a vast amount of internal decision making and financial variables. Therefore, rules requiring "appropriate resourcing" are (a) out of scope and (b) unenforceable – it is inconceivable that a company should have to debate with the regulator or TIO staff as to whether they have the right amount of staff.		
8.5.1 (f)	Confidentiality is a requirement under the Privacy Act, so does not need to be replicated here.	Delete the clause.	Code should not duplicate law.

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
9.2.1(a)	Optus disputes the validity of this obligation. It is important to ensure that the terms of the Code are implemented such that the protections are afforded to Customers. However Customers do not need to know about the Code or what processes are in the Code. Further, the clause attempts to make Suppliers responsible for the awareness of the broader public! This is not appropriate, and Optus submits that if it is deemed necessary to promote the Code to Consumers and the general public, then this task	Delete this clause. Remove references of promoting awareness of the Code to customers in 9.2.	

Code reference E.g. Clause or Section Number	Comment	Alternative wording proposed for the Code rule	Reasons for alternative wording / information on impact to the business of existing Code wording
	should be undertaken by the ACMA and/or by Communications Alliance, not individual providers.		
9.4.1 (f) (vii)	There is no obligation in the Code to undertake such promotion/awareness raising, so Suppliers cannot be asked to report on this.	Delete the clause	Attempts to impose an obligation that is not actually in the Code.
A.1.16	Suggest we should clarify what type of tools. Are these training tools or guidelines to interpretation of the Code?		
B.1.5	Do we need to nominate a timeframe by which the Supplier will need to provide information to the CC?	Suggest adding wording as per other clauses which advise the timing is "as per agreed with the CC"	

