COMMUNICATIONS ALLIANCE LTD

# INDUSTRY CODE

# DR C647:2015

# NBN ACCESS TRANSFER

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**DR C647:2015 NBN Access Transfer Industry Code**

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# INTRODUCTORY STATEMENT

The NBN Access Transfer Code (DR C647:2015) is designed to describe the minimum processes between Customers, RSPs, Access Seekers and Access Providers for the post-migration transfer of fibre access services over the NBN.

Industry recognises that the Access Transfer processes need to provide all parties with clear responsibilities and requirements and to protect end users throughout the transfer of services.

Functionality for NBN Access Transfer will be released in two phases to allow for IT development and testing. The second phase will build and expand on the functionality of the first release to enable NBN Access Transfer across all of the NBN technologies.

Phase 1 will include:

- Same port transfer (no overlap of active old and new services) for FTTP technology.

- Same port transfer (no overlap of active old and new services) for Fixed Wireless technology.

- Enhanced Service Qualification, including support of the CA signed date.

Phase 2 will include:

- Support for same port transfers for all NBN technologies (FTTP, Fixed Wireless, FTTN, FTTB, Long Term Satellite Solution and HFC).

- Support for cross port transfers for all applicable NBN technologies (FTTP, Fixed Wireless and Long Term Satellite Solution).

- Support for a 4 hour overlap on cross port transfers.

- EPID identification in Enhanced SQ and Transfer Loss Notifications. For the initial Code release, NBN Co is the only Access Provider. Industry will assess the progress of other superfast wholesale networks, particularly where network overlap occurs, and decide whether a cross-Access Provider process is required in future.

Craig Purdon
Chair
**WC53 NBN Access Transfer *Working Committee***

November 2015

# TABLE OF CONTENTS


| | | | |
|---|---|---|---|
| 1 | GENERAL | | 4 |
| | 1.1 | Introduction | 4 |
| | 1.2 | Registration with ACMA | 5 |
| | 1.3 | Scope | 5 |
| | 1.4 | Out of Scope | 5 |
| | 1.5 | Objectives | 5 |
| | 1.6 | Code Review | 6 |
| | 1.7 | Powers of the Telecommunications Industry Ombudsman to handle complaints under the Code | 6 |
| 2 | ACRONYMS, DEFINITIONS AND INTERPRETATIONS | | 7 |
| | 2.1 | Acronyms | 7 |
| | 2.2 | Definitions | 8 |
| 3 | BILATERAL AGREEMENTS | | 13 |
| | 3.1 | General Principles | 13 |
| 4 | TRANSFER PRINCIPLES | | 15 |
| | 4.1 | General Principles | 15 |
| 5 | CUSTOMER AUTHORISATION | | 16 |
| | 5.1 | General | 16 |
| | 5.2 | CA Validation | 16 |
| | 5.3 | CA Validity Period | 16 |
| | 5.4 | Retention and Supply of Authorisation | 16 |
| | 5.5 | Information to be provided to the Customer | 17 |
| | 5.6 | Information to be captured from the Customer | 17 |
| | 5.7 | Privacy and Use of Information | 17 |
| 6 | SERVICE QUALIFICATION | | 19 |
| | 6.1 | General | 19 |
| | 6.2 | Access Provider's Responsibilities | 19 |
| | 6.3 | Service Qualification Confirmation | 20 |
| | 6.4 | Enhanced Service Qualification Confirmation | 20 |
| | 6.5 | Unsuccessful Service Qualifications | 20 |
| | 6.6 | SQ Availability and Performance | 21 |
| 7 | TRANSFER | | 22 |
| | 7.1 | Access Seeker Transfer Contact List | 22 |
| | 7.2 | Types of Transfer transactions | 22 |
| | 7.3 | Transfer Process | 22 |
| | 7.4 | Transfer Service Qualification | 23 |
| | 7.5 | Receipt and Initial Validation | 23 |
| | 7.6 | Access Provider procedure to advise Request results | 24 |
| | 7.7 | Transfer Cutover | 24 |
| | 7.8 | Non-Infrastructure Type Transfers | 25 |

| | | |
|---|---|---|
| | 7.9 Reseller Transfers | 25 |
| 8 | DISPUTED REJECTS | 26 |
| | 8.1 General Principles | 26 |
| 9 | INVALID REQUESTS | 27 |
| | 9.1 Invalid Request - Notification | 27 |
| | 9.2 Invalid Request - Actions | 27 |
| 10 | REVERSALS | 28 |
| | 10.1 Invalid Transfer | 28 |
| 11 | APPOINTMENTS | 29 |
| | 11.1 Appointment responsibilities | 29 |
| 12 | LNP AND NBN TRANSFER CONSIDERATIONS | 30 |
| | 12.1 General | 30 |
| | 12.2 LNP and NBN Transfer Considerations | 30 |
| 13 | CONDUCT OF EMPLOYEES, AGENTS, CONTRACTORS AND DEALERS | 32 |
| | 13.1 Conduct standards | 32 |
| 14 | REFERENCES | 33 |
| APPENDIX | | 34 |
| A | REJECTION REASON CODES | 34 |
| B | ACCESS SEEKER FIBRE TRANSFER CONTACT LIST | 35 |
| PARTICIPANTS | | 36 |

# 1 GENERAL

## 1.1 Introduction

1.1.1 Section 112 of the Telecommunications Act 1997 (the Act) sets out the intention of the Commonwealth Parliament that bodies and associations representing sections of the telecommunications industry develop industry codes relating to the telecommunications activities of participants in those sections of the industry

1.1.2 The development of the *NBN Access Transfer* Code (DR C647:2015) (the Code) has been facilitated by Communications Alliance through a Working Committee comprised of representatives from the telecommunications industry and Government regulatory agencies.

1.1.3 The Code should be read in conjunction with related legislation, including:

(a) the *Act*;

(b) the *Telecommunications (Consumer Protection and Service Standards) Act 1999*;

(c) the *Telecommunications Numbering Plan 2015*; and

(d) the *Competition and Consumer Act 2010* (Cth).

1.1.4 The Code should be read in the context of other relevant Codes and Guidelines, including the:

(a) *Local Number Portability Industry* Code (C540:2013 Incorporating Amendment No.1 2015);

(b) *Switchless Multi-basket Billing Redirection* Industry Guideline (G567:2015)

(c) *Telecommunications Consumer Protections* Code (C628:2015); and

(d) *Customer Authorisation* Guideline (G651:2015).

1.1.5 For Access Seekers, the Code should also be read in conjunction with the NBN Co Wholesale Broadband Agreement as per Clause 3.1.5, or any other relevant Access Provider's agreement terms.

1.1.6 If there is a conflict between the requirements of the Code and any requirement imposed on a Supplier by statute or by a Regulator, the Supplier will not be in breach of the Code by complying with the statute or the requirements of the Regulator.

1.1.7 Compliance with this Code does not guarantee compliance with any legislation or the requirements of any Regulator. The Code is not a substitute for legal advice.

## 1.2 Registration with ACMA

The Code will be submitted to the Australian Communications and Media Authority (ACMA) for registration pursuant to section 117 of the Act, subject to future review and consideration by a Communications Alliance Working Committee.

## 1.3 Scope

1.3.1 The Code applies to the following sections of the telecommunications industry under section 110 of the Act.

(a) Carriers; and

(b) Carriage Service Providers.

*NOTE: Carriage Service Providers include Retail Service Providers and Internet Service Providers.*

1.3.2 The Code deals with Carriers and CSPs in relation to the telecommunications activities of Suppliers, as defined in section 109 of the Act, including the following:

(a) carrying on business as a Carrier; or

(b) carrying on business activities as a Carriage Service Provider.

## 1.4 Out of Scope

The following technologies are considered to be out of scope for this version of the Code.

1.4.1 Over-The-Top services

1.4.2 nbn Interim Satellite Services

## 1.5 Objectives

1.5.1 The objectives of the Code are to:

(a) specify operational principles which will enable the Transfer of an active NBN Service between RSPs;

(b) establish minimum operational requirements on RSPs, Access Seekers and Access Providers, in the Transfer of an active NBN Service between RSPs; and

(c) minimise Customer impacts during the Transfer of an active NBN Service between RSPs.

1.5.2 Processes covered by this Code are:

(a) Customer Authorisation;

(b) Service Qualification and Enhanced Service Qualification;

(c) Transfer;

(d) Cutover; and

(e) Reversal.

## 1.6 Code Review

The Code will be reviewed after 2 years of the Code being registered by ACMA and every 5 years subsequently, or earlier in the event of significant developments that impact on the Code or a chapter within the Code.

## 1.7 Powers of the Telecommunications Industry Ombudsman to handle complaints under the Code

Upon registration of the Code, under section 114 of the Act and subject to the consent of the TIO, the Code confers on the TIO the functions and powers of:

(a) receiving;

(b) investigating;

(c) facilitating the resolution of;

(d) making determinations in relation to;

(e) giving directions in relation to; and

(f) reporting on

complaints made by the end users of a Listed Carriage Service about matters arising under or in relation to the Code, including compliance with the Code by those industry participants to whom the Code applies.

# 2 ACRONYMS, DEFINITIONS AND INTERPRETATIONS

## 2.1 Acronyms

For the purposes of the Code:

**ACMA**

means the Australian Communications and Media Authority

**ACCC**

means Australian Competition and Consumer Commission

**CA**

means Customer Authorisation

**CSP**

means Carriage Service Provider

**EPID**

means Eligible Party Identification

**ESQ**

means Enhanced Service Qualification associated with a Transfer

**FSAM**

means Fibre Servicing Area Module

**FTTB**

means Fibre to the Building

**FTTN**

means Fibre to the Node

**FTTP**

means Fibre to the Premises

**HFC**

means Hybrid Fibre Coaxial network

**LNP**

means Local Number Portability

**NBN**

means National Broadband Network

**NTD**

means Network Termination Device

**POI**

means Point of Interconnection

**PRI**

means the NBN Co Product Instance identification number

**PSTN**

means Public Switched Telephone Network

**RFS**

means Ready for Service

**RSP**

means Retail Service Provider

**SQ**

means Service Qualification associated with a Transfer

**UNI**

means User Network Interface

**VoIP**

means Voice over Internet Protocol

**WBA**

means the NBN Co Wholesale Broadband Agreement, which is a common bilateral agreement between NBN Co and all nbn Access Seekers.

## 2.2 Definitions

For the purposes of the Code, the following definitions apply:

***Access Seeker***

is the party requesting services direct from an Access Provider.

***Access Provider***

is any party providing wholesale, superfast network access to Access Seekers. For avoidance of doubt, NBN Co is the only Access Provider in the context of this current Code.

**Act**

means the *Telecommunications Act 1997* (Cth).

***Business Day***

means a day commencing at 8.00 am and ending at 5.00 pm, other than:

(a) a Saturday or Sunday; or

(b) a day which is a public holiday in the place where work is required.

***Business Hours***

means the hours commencing at 8.00 am and ending at 5.00 pm on any Business Day. Except for times associated with installation work, which are specified as 'Local time' at the place where the work is taking place, all times specified in this Code are based on Eastern Standard Time, or on Eastern Standard Summer Time for NSW.

***Carrier***

is the holder of a carrier licence in accordance with the *Telecommunications Act 1997* (Cth).

***Completion Advice***

means a notification from Access Provider to the Access Seeker on completion of a Transfer, where the Access Seeker is the gaining party.

***Customer***

is the end user or the end user's authorised agent or representative, in whose name the account is established, or will be established, with the gaining RSP for the supply of products or services for which the gaining RSP requires the NBN.

***Customer Authorisation***

means a written or electronic authorisation which is executed by or on behalf of a Customer for the purpose of authorising a Transfer.

***Cutover***

means the action taken by the Access Provider and, where relevant, installation technicians to complete the Transfer Request.

***Effective Date***

means the completion date as stated by the Access Provider in the Completion Advice for a Transfer, or on a Loss Advice for a Transfer.

***Eligible Party Identification***

Means an alpha or numeric code as allocated and stored in the EPID List on the Communications Alliance website.

***Enhanced Service Qualification***

is a process requested by the Access Seeker as described in section 6 of this Code.

***Enhanced Service Qualification Confirmation***

means an advice from the Access Provider to the Access Seeker that a SQ transaction has been successful.

***Enhanced Service Qualification Rejection***

means an advice from the Access Provider to the Access Seeker that a SQ has been rejected including a coded explanation of the specific reason for rejection.

***Device***

means a piece of equipment at a point beyond the network boundary connecting the Customer to the network. Such Devices may include, but not be limited to, home network gateways, DSL modems, and satellite modems.

***Fibre to the Building***

means the fibre network to an Access Provider FTTB Node,) which includes the Access Provider side MDF and any jumper cables but does not include any common MDU site equipment, a pre-existing Carrier side MDF, a Customer side MDF, or any Voiceband Pass Through cables or any central splitters.

***Fibre to the Node***

means a fibre network to an Access Provider FTTN Node together with the Access Provider copper pairs, but does not include any common MDU site equipment, a pre-existing Carrier side MDF, a Customer side MDF, central splitters [or any Voiceband Pass Through cables]

***Fibre to the Premises***

means a fibre network that is owned or controlled by, or operated by or on behalf of an Access Provider, other than a FTTB network and a FTTN network.

***Fixed Wireless***

means a wireless network that is owned or controlled by an Access Provider.

***Hybrid Fibre Coaxial***

means a Network Access service delivered by network equipment delivered by Hybrid Fibre Coaxial technology.

***Invalid Request***

means a Transfer Request which:

(a) resulted from a processing error;

(b) was made without the authorisation of the Customer; or

(c) is the result of a Customer rescinding or cancelling a Transfer Request within the cooling off period in accordance with the applicable fair trading legislation.

***Local Number Portability***

has the meaning described in the *Local Number Portability* Code (C540:2013). Port, Ported and Porting have corresponding meanings.

***LNP Code***

means the *Local Number Portability* Code (C540:2013).

***Loss Advice***

means a notification from Access Provider to the Access Seeker on completion of a Transfer or Reversal, where the Access Seeker is the losing party.

***National Broadband Network***

means NBN Co's superfast broadband network with National coverage that is offered on a wholesale basis, and includes fibre, wireless and satellite network elements.

***NBN Co***

is the only wholesale fibre access service provider of the NBN, and an Access Provider in the context of this Code.

***NBN Identification Number***

means the PRI.

***NBN Location ID***

means the unique identifier for a Premises in the NBN Co address database.

***NBN Port ID***

means any of up to UNI V1, UNI V2, and UNI D1- D4 on technologies that support multiple ports.

***NBN Service***

means an access service supplied by an NBN Access Provider to an Access Seeker over FTTP, FTTB, FTTN, HFC, Satellite, Fixed Wireless or other wireless infrastructure via virtual circuits, supporting a variety of speeds and traffic classes to one or more UNIs.

***Network Termination Device***

means a network termination device that is owned, operated or controlled by an Access Provider.

***Party***

means a participant or participants in the section(s) of the telecommunications industry to which this Code applies. The word Parties has a corresponding meaning.

***Port***

see Local Number Portability.

***Reject Advice***

means the notification of a rejection of a Transfer which includes a coded explanation of the specific reason for that reject.

***Reject Reason Code***

means the codes outlined in Appendix A.

***Request Receipt***

means a transaction from the Access Provider to acknowledge receipt of a transaction from the Access Seeker.

***Request ID***

means a unique identification number allocated by an Access Seeker to an individual SQ, Transfer or Reversal.

***Retail Service Provider***

is the party supplying services direct to the Customer. In some cases the RSP will also be the Access Seeker.

***Reversal***

means a request from a losing Access Seeker to an Access Provider for a reversal of a Transfer to reinstate the same or similar products or services provided over the NBN prior to the Invalid Request. Reversed and Reverse have corresponding meanings.

***Reversal Period***

means a period of 5 Business Days from the date of Transfer completion.

***Satellite***

means the satellite network that is owned or controlled by an Access Provider.

***Service Qualification***

is a process requested by the Access Seeker as described in section 6 of this Code.

***Service Qualification Confirmation***

means an advice from the Access Provider to the Access Seeker that a SQ transaction has been successful.

***Service Qualification Rejection***

means an advice from the Access Provider to the Access Seeker that a SQ has been rejected including a coded explanation of the specific reason for rejection.

***Transfer***

means the activity required to complete a Transfer Request.

***Transfer Request***

means a request from an Access Seeker to an Access Provider for a transfer of an NBN Access Service to itself.

**User Network Interface**

means a physical port or socket to which an Access Provider supplies the NBN Service in respect of a premises.

***Voiceband Pass Through***

refers to a Customer maintaining the voiceband component of their Legacy Service when migrating to an FTTB/N service.

# 3 BILATERAL AGREEMENTS

## 3.1 General Principles

3.1.1 The Code sets minimum acceptable practices, which do not unnecessarily limit industry's ability to improve on the minimum level. The Code does not constrain two or more individual industry participants agreeing to different arrangements provided that those arrangements meet the minimum acceptable practices defined in the Code.

3.1.2 Parties to the Code recognise that two or more individual participants will, as provided for under the *Competition and Consumer Act 2010* (Cth) enter into bilateral agreements in relation to matters covered by the Code.

3.1.3 Parties to the Code recognise that such bilateral agreements should include, but are not limited to, the following matters:

(a) operational arrangements;

(b) service reviews;

(c) systems requirements;

(d) product related issues/cross impacts;

(e) Customer related issues;

(f) billing arrangements;

(g) contractual requirements;

(h) porting arrangements;

(i) contact and escalation procedures; and

(j) forecasting and volume management.

3.1.4 It is expected that most transactions between RSPs and Access Seekers, where they are different parties, will be dealt with in bilateral agreements between the parties.

3.1.5 Access Seekers must enter into Bilateral Agreements with NBN Co for NBN Services. These currently include, but may not be limited to, the WBA. Similar arrangements will exist with other Access Providers.

3.1.6 Access Providers may enter into Bilateral Agreements to support Customer movement between Access Providers where both providers supply network access to the same building or premises.

# 4 TRANSFER PRINCIPLES

## 4.1 General Principles

4.1.1 The Transfer of products and services over NBN will be treated in a non-discriminatory manner.

4.1.2 A Transfer Request can only be made if it is supported by a valid Customer Authorisation (CA).

4.1.3 A CA can only be completed by the Customer. The gaining RSP must manage all Customer requirements pertaining to Transfer and any other relevant Communications Alliance Codes (e.g. LNP). This includes situations where the gaining and losing party are the same RSP (e.g. migrating between different Access Seekers).

4.1.4 Access Seekers must manage all transaction and interface requirements pertaining to Transfer with Access Providers, and manage any other activity for other relevant Communications Alliance Codes (e.g. *Local Number Portability* Code (C540:2013); *Telecommunications Consumer Protections* Code (C628:2014)).

4.1.5 All timeframes included in this document are to be read as within Business Hours on a Business Day unless otherwise stated.

4.1.6 Customer inconvenience, disruption and delay must be minimised.

4.1.7 Costs should be minimised for all participants in the delivery chain, including Customers.

4.1.8 RSPs should not be required to share Customer information with each other, other than in cases of disputed CAs.

4.1.9 Gaining RSPs will be responsible for providing any changed Customer equipment, adapters, connectors or cabling that is necessary to cut their service over during a Transfer.

4.1.10 Address confirmation capability will be available from Access Providers for utilisation by Customers, RSPs, Access Seekers and Access Providers.

4.1.11 There will be facilities for providing Transfer Request status updates in close to real time whenever changes are required.

4.1.12 Under fair trading legislation gaining RSPs must manage all Cooling Off period requirements.

4.1.13 When a RSP or Access Seeker agrees to acquire NBN Services, it is also deemed that the RSP or Access Seeker has agreed to participate in the NBN Access Transfer process outlined in the Code and ensure they have processing capabilities in place to support the provision of a Loss Advice as a minimum.

# 5 CUSTOMER AUTHORISATION

## 5.1 General

5.1.1 Before submitting a Request, it is a mandatory requirement that the Customer has authorised the Transfer of a NBN Service to the gaining RSP.

5.1.2 It is the responsibility of the gaining RSP to obtain a valid CA as specified in the Code. A CA must be obtained by the gaining RSP in relation to every Transfer Request for the Transfer of an NBN service.

## 5.2 CA Validation

5.2.1 The gaining RSP must advise the Access Provider of the CA signed date. The CA must have a CA signed date that is not a future date or more than 45 calendar days old. If the CA does not meet these requirements, the corresponding request must be rejected.

5.2.2 The sighting of the CA by the Access Provider is not required for a Transfer Request to be processed. Access Providers will only request to sight a CA if the Access Provider believes on reasonable grounds that a valid CA has not been given by the Customer. The Access Provider will advise the gaining RSP of the reasonable grounds on which a CA is requested. This also applies for the sighting of a CA by the gaining Access Seeker where the Access Seeker and RSP are not the same.

## 5.3 CA Validity Period

5.3.1 The CA validity period is 45 calendar days from the date of Customer signature.

5.3.2 A CA will need to be revalidated with the Customer by the gaining RSP if an order is not submitted to the Access Provider within 45 calendar days from the CA signed date.

5.3.3 If the CA does not meet these requirements, the corresponding request must be rejected.

## 5.4 Retention and Supply of Authorisation

5.4.1 A gaining RSP must be able to recover and supply a copy of the CA upon reasonable request for dispute resolution purposes.

5.4.2 If any Party believes on reasonable grounds that a Transfer Request may be an Invalid Request, the Access Provider or the losing RSP (as the requesting Party) may request a copy of the CA and other relevant documents and materials evidencing the CA from the gaining RSP.

5.4.3 Upon receipt of such request, the gaining RSP must provide a copy of the CA to the requesting party within two Business Days of the request being made. If the documents are not provided,

then the Transfer Request is deemed to be an Invalid Request. Where the relevant CA is in electronic form, the CA must be provided to the Requesting Party's nominated operational contact via email.

5.4.4 An Invalid Request may result in a Reversal (noting that the wishes of the Customer must take first priority) if within the Reversal Period.

5.4.5 Reversals are in accordance with Section 10 of the Code.

## 5.5 Information to be provided to the Customer

5.5.1 Before a Customer authorises a CA, and where relevant, the gaining RSP must advise:

(a) that the incumbent RSP will continue supply of services until the time of Transfer;

(b) that Transfer from a voice service to a broadband only service will cancel the voice service and may put any associated telephone numbers into quarantine;

(c) that any open faults on the service will be closed as part of the Transfer process;

(d) if any access to the Customer's premises is required to effect the Transfer; and

(e) if it offers a battery backup option.

## 5.6 Information to be captured from the Customer

5.6.1 The gaining RSP must as a minimum, collect the following information:

(a) the Customer's address details (number, street name, suburb, post code, etc.);

(b) the Customer's contact phone number; details of the services to be transferred; and

(c) the Customer's requested option for battery backup (retain, remove, add, not required).

## 5.7 Privacy and Use of Information

5.7.1 An Access Provider, Access Seeker and RSP who receives any type of information as described in the Code must use this information only in accordance with Part 13 of the Act and the *Privacy Act 1988*.

5.7.2 Information provided for the purposes of Transfer must only be used in accordance with the following:

(a) transactions that are provided between Access Providers, Access Seekers and RSPs must only be used for Transfers,

Reversals, and for customer and network fault management and complaint handling, but must not be used for any other purposes. Any other purposes includes marketing purposes.

(b) the disclosure of incumbent Access Seeker on a Transfer Service Qualification is provided for the purposes of identifying the correct AVC to transfer on a multi-UNI NTD but must not be used for any other purposes. Any other purposes includes marketing purposes.

(c) the disclosure of the gaining Access Seeker on a Loss Advice is provided for the purposes of Reversals but must not be used for any other purposes. Any other purposes includes marketing purposes.

5.7.3 Where there is any inconsistency between the Code and Part 13 of the Act or the Privacy Act 1988, Part 13 or the Privacy Act 1988 prevails.

# 6 SERVICE QUALIFICATION

## 6.1 General

6.1.1 Service Qualification (SQ) is an assessment of the technologies, infrastructure capacity, products and services that may be available at an NBN Location ID.

6.1.2 There are two types of Service Qualification:

- Service Qualification (SQ); and
- Enhanced Service Qualification (ESQ).

6.1.3 A Service Qualification is a general check of the location and doesn't require a valid CA.

6.1.4 An Enhanced Service Qualification can be performed where an end user has authorised the Access Seeker to gain additional relevant information for the purpose of performing a Transfer.

6.1.5 When the Access Seeker's SQ or ESQ has been received, the Access Provider will provide a response indicating existing port utilisation at the specified NBN Location ID.

6.1.6 SQ or ESQ must be performed for all Transfer Requests received by the Access Provider.

## 6.2 Access Provider's Responsibilities

6.2.1 In terms of the management of SQ or ESQ the Access Provider must provide:

(a) system response times in near real-time;

(b) service levels;

(c) an assurance that all data is up-to-date and accurate;

(d) sufficient system availability inclusive of access, Access Provider platforms, software and systems;

(e) details of any fair use policy;

(f) any specific details of restrictions during and outside business hours;

(g) an agreed response where an SQ or ESQ is rejected; and

(h) the ability to successfully undertake an SQ or ESQ through the Access Provider's web portal or via the Access Provider's B2B solution.

## 6.3 Service Qualification Confirmation

6.3.1 For a SQ, if successful, the Access Provider must provide an SQ Confirmation containing, as a minimum:

(a) whether the requested products can be supported;

(b) ports available, ports in use (and their available capacity);

(c) battery backup capable power supply service existing or not (if relevant); and

(d) the battery installation date (if relevant).

## 6.4 Enhanced Service Qualification Confirmation

6.4.1 For an ESQ, if successful, the Access Provider must provide an ESQ Confirmation containing all of the information in 6.3, and:

(a) any linkages between UNI-V and UNI-D ports (if relevant);

(b) Priority Assist status of the service; and

(c) the EPID of the current Access Seeker(s)

as a minimum.

NOTE: The presence of multiple UNIs and the availability of battery back-up is dependent on the underlying infrastructure. For example, no battery back-up or multiple UNIs are available from the Access Provider for FTTB and FTTN.

## 6.5 Unsuccessful Service Qualifications

6.5.1 The Access Provider must provide a Reject Reason Code for all unsuccessful SQ requests.

SQ may fail for the reasons outlined below:

(a) location address cannot be located on the NBN address database;

(b) invalid/incomplete input data;

(c) invalid product being requested; or

(d) inactive access service.

6.5.2 In the event of a SQ being rejected as a result of an NBN Location ID mismatch, Access Seekers must be able to consult the Access Provider to review the NBN Location ID and obtain the correct data, if possible, for a re-submission.

NOTE: This consultation process should be automated and provide near real-time responses including Access Provider location address suggestions.

6.5.3 A manual process to support NBN Location ID mismatch assessment must also be in place for all Access Seekers and Access Providers in the event the automated solution is unavailable or does not provide a suitable location address suggestion.

6.5.4 All manual actions on NBN Location ID mismatches must be completed within 1 Business Day of the manual action being initiated, unless otherwise agreed.

## 6.6 SQ Availability and Performance

6.6.1 SQ availability and performance parameters require that:

(a) the SQ must be accessible via the Access Provider Portal (website) and via the Access Provider Business to Business (B2B) tool;

(b) the SQ must be available between 06:00 EST and 22:00 EST Monday to Sunday;

(c) the Access Provider must complete SQ requests on average within 5 seconds, and 95% within 10 seconds of receipt, unless otherwise agreed;

(d) for bulk SQ, Access Provider must complete all SQ requests by the end of the next Business Day of the request being submitted; and

(e) the Access Provider must provide monthly metrics on the their SQ including average SQ Response Time and the percentage of SQ completed within 10 seconds.

# 7 TRANSFER

## 7.1 Access Seeker Transfer Contact List

7.1.1 All Access Seekers who participate in the NBN Access Transfer process must ensure that they have supplied the information specified in Appendix B to Communications Alliance.

7.1.2 Access Seekers who participate in the NBN Access Transfer process must ensure that the information specified in Appendix B is maintained for currency and accuracy.

## 7.2 Types of Transfer transactions

The two types of Transfer related transactions are:

(a) Transfers; and

(b) Transfer Reversals.

## 7.3 Transfer Process

7.3.1 The Transfer from the Losing Access Seeker to the gaining Access Seeker involves:

(a) provision of the logical transfer of an NBN Service/s that is delivered over a UNI port/ports from the losing Access Seeker to the gaining Access Seeker;

(b) provision of the logical transfer of an NBN Service/s that is delivered over a UNI port/ports to a different and available UNI port/ports from the losing Access Seeker to the gaining Access Seeker;

(c) confirmation from the Access Provider of the completion of the Transfer to the gaining Access Seeker; and

(d) provision of a Loss Advice by the Access Provider to the losing Access Seeker.

7.3.2 Transfer Request requirements are:

(a) the gaining RSP must advise the gaining Access Seeker of the request to Transfer a NBN Service;

(b) the gaining Access Seeker must advise the Access Provider of the Transfer Request; and

(c) the gaining Access Seeker must provide to the Access Provider:

(i) street number, street name; locality; state; or

(ii) NBN Co Location ID;

(iii) CA signed date;

(iv) UNI/s to be activated;

(v) UNI/s to be deactivated;

(vi) Priority Assistance indicator (if applicable);

(vii) products to apply; and

(viii) an informed consent indicator for optional battery backup (applicable to FTTP only).

NOTE: Transfers can occur using the same UNI or between different UNIs. This must be advised to the Access Provider in accordance with 7.3.2 (c) (iv) and (v) above.

7.3.3 Responsibilities

(a) The gaining RSP is responsible for all coordination with the Customer required to effect the transfer of their products and services over the NBN, and any additional activity, e.g. to port a telephone number or install / swap CPE.

(b) The gaining RSP is responsible for all coordination required with the relevant Access Seeker to effect (a) above.

(c) The gaining Access Seeker is responsible for all coordination with Access Provider to effect the Transfer.

(d) Access Provider is responsible for all coordination with the Access Seeker to effect the Transfer.

## 7.4 Transfer Service Qualification

Service Qualification for Transfer (in accordance with section 6.2) must be performed by the gaining RSP/Access Seeker prior to initiating a Transfer.

## 7.5 Receipt and Initial Validation

7.5.1 Upon receipt of a Transfer Request from the RSP, the Access Seeker will check and validate the details of the RSP's request.

7.5.2 A Transfer must include, as a minimum, the information contained within 7.3.2 above.

7.5.3 If a Transfer Request from the RSP passes all validations it will be accepted by the Access Seeker and sent to the Access Provider. If not, it will be rejected back to the RSP with the reason for rejection.

NOTE: If a Transfer is rejected for a pending order and that pending order was a modify order, the gaining RSP should be able to resubmit the Transfer Request as soon as that pending order has been completed by the Access Provider.

7.5.4 If the Access Seeker's request is in the correct format and passes validations, the Access Provider will accept the request and provide a Request Receipt.

7.5.5 If the Access Seeker's request has been rejected in accordance with 7.6.2 the Access Seeker may re-submit as a new Transfer in the correct format or with corrected data.

7.5.6 Access Seekers will pass on results to the requesting RSP, and seek responses if applicable.

## 7.6 Access Provider procedure to advise Request results

7.6.1 The Access Provider must provide the following information in a Request Receipt, as a minimum:

(a) the Access Seeker Request ID;

(b) the NBN Identification Number;

(c) the date that the validation was performed.

7.6.2 The Access Provider must provide the following information in a Reject Advice, as a minimum:

(a) the Access Seeker Request ID;

(b) the NBN Identification Number;

(c) the date that the validation was performed; and

(d) any reasons for rejecting the Transfer if Transfer is unavailable or the requested NBN product is not suitable. This will be in the form of a Reject Reason Code as per Appendix A.

7.6.3 Access Provider must provide a rejection of 95% within 10 minutes of receiving a Transfer Request. A list of rejection reasons is included in Appendix A.

## 7.7 Transfer Cutover

7.7.1 On receipt of a valid Transfer Request from the Access Seeker, Transfer cutover must be completed by the Access Provider, who:

(a) completes a Transfer by transferring a product or products on one or more UNIs on a pathway to the gaining Access Seeker on the same or different UNI/s of 50% within 30 minutes, and 95% within 1 hour.

(b) confirms completion of Transfer provisioning to the gaining Access Seeker of 50% within 30 minutes, and 95% within 1 hour of completion of Transfer Cutover; and

(c) forwards a Loss Advice to the losing Access Seeker of 50% within 30 minutes, and 95% within 1 hour of completion of Transfer Cutover. The Loss Advice must contain:

(i) the cancelled PRI number;

(ii) the effective time and date of the Transfer; and

(iii) the EPID of the gaining Access Seeker.

7.7.2 Where the new UNI/s is the same as the UNI/s being cancelled, the previous UNI/s is cancelled first, and then the new UNI/s is activated.

7.7.3 Where the new UNI/s is a different UNI/s, the new UNI/s is activated first and the previous UNI/s is automatically cancelled 4 hours after the new UNI/s is activated.

7.7.4 Where the Transfer is a FTTN or FTTB associated with a copper voice pass-through, the pass-through is not altered in any way.

NOTE: Change of end user 'Device' to one compatible with the gaining RSP offering may be required upon Transfer cutover either by:
- the end user, in the case of BYO or self-installs; or
- the RSP technician, in the case of a professional install.

## 7.8 Non-Infrastructure Type Transfers

7.8.1 Where the Transfer is associated to the transfer of services as a result of a commercial arrangement (including an acquisition, merger or similar transaction), the gaining Access Seeker must:

a) Notify the Access Provider and get approval to process as a Non-Infrastructure Type Transfer

b) Be a minimum of 100 Transfers in the single request, unless otherwise agreed, and

c) Follow all requirements under this document.

## 7.9 Reseller Transfers

7.9.1 Access Seekers and RSPs who have downstream service providers must ensure Customers of those providers also have access to a means of transferring between providers, even where such activities do not involve the Access Provider. This Code does not define the processes and timeframes required for a transfer between providers that do not involve the Access Provider, however the basic principles of Customer Authorisation and Transfer should apply.

# 8 DISPUTED REJECTS

## 8.1 General Principles

8.1.1 The Access Seeker may dispute the reason for a rejection by contacting the Access Provider. Such notice must include the details of the Service Qualification or Transfer and an explanation of the actual dispute.

8.1.2 The Access Provider must investigate the dispute and respond within one Business Day of receipt of such notice.

8.1.3 Where a reason for rejection is found to be in error, the Access Provider will correct the error and the Transfer Request may be resubmitted by the Access Seeker. Where the Access Seeker disagrees with Access Provider's investigation results, the matter must be escalated via an agreed contact list to be further investigated.

# 9 INVALID REQUESTS

## 9.1 Invalid Request - Notification

9.1.1 If an RSP or Access Seeker becomes aware of an Invalid Request, it is the responsibility of the Party who becomes aware to advise the other Parties that an Invalid Request has been received. Such advice must include:

(a) the relevant details including the order identification number; and

(b) the date and/or time the Invalid Request was received.

9.1.2 The gaining RSP to whom the Invalid Request applies must investigate the matter and respond within four hours of the receipt of such advice.

## 9.2 Invalid Request - Actions

9.2.1 If an order is reasonably confirmed by the gaining RSP as being an Invalid Request, and is at the status of complete, and within the Reversal Period, then the losing Access Seeker may submit a Reversal in accordance with section 10.1 of the Code.

9.2.2 If an Invalid Request has reached a point where all reasonable efforts to prevent technical field staff from finalising the work have been exhausted, then the losing Access Seeker must submit a Reversal as above.

# 10 REVERSALS

## 10.1 Invalid Transfer

10.1.1 If a Transfer is found to be an Invalid Request, the losing Access Seeker may request a Reversal of the Transfer if within the Reversal Period.

10.1.2 If a losing RSP, via the relevant Access Seeker, wishes to Reverse a Transfer, the Access Seeker must lodge a new Reversal request.

NOTE: If a truck roll is required to reconfigure Customer equipment, the original losing Access Seeker and losing RSP will collaborate to seek the earliest available appointment, or as agreed with the Customer.

10.1.3 Once the Invalid Request has been Reversed, the Customer should be able to access the same products and services as enjoyed prior to the Invalid Transfer. Where previous products and services have been discontinued or pricing has changed, the RSP must liaise with the Customer to agree similar or alternate products and services.

# 11 APPOINTMENTS

## 11.1 Appointment responsibilities

11.1.1 Access Seekers and RSP's may need to create appointments at Customer premises for technical installation work when transferring a NBN Service between Access Seekers. The RSP and Access Seeker need to coordinate any such activity, including number portability, as required in parallel with the Transfer Request to the Access Provider.

# 12 LNP AND NBN TRANSFER CONSIDERATIONS

## 12.1 General

12.1.1 The *Local Number Portability* Code (C540:2013 Incorporating Amendment No.1 2015) specifies operational processes between Customers and Carriage Service Providers and between Carriers for LNP. It defines the processes for porting of telephone numbers and any restrictions that apply to ported telephone numbers. It is anticipated that many carriers and carriage service providers may also be NBN Access Seekers and/or RSPs.

12.1.2 The *Local Number Portability* Code (C540:2013 Incorporating Amendment No.1 2015) must be used in conjunction with the Code where porting is required. It should be noted that only "active" telephone numbers can be ported. Gaining RSPs must ensure that service associated with the telephone number is not cancelled / disconnected before the LNP request is submitted.

## 12.2 LNP and NBN Transfer Considerations

12.2.1 LNP scenarios need to be managed in parallel with NBN Transfer. In all cases where LNP is required a Customer Authorisation is required. Note; there is no reason why the requirements to authorise the LNP and NBN Transfer activity cannot be captured on the same Customer Authorisation.

| NOTE: It will be most important for the gaining RSP to ensure they align both the NBN Transfer activity with the timing of the LNP Cutover to ensure the best Customer experience, The RSP will need to arrange for a Porting request to the Losing Carrier and coordinate the process with any Transfer on the required date. |
|---|

12.2.2 The Transfer of an NBN service or services may require either the simple or complex porting process to be applied. Third party porting may also be required where the donor carrier is neither the losing nor the gaining Carrier.

12.2.3 Where a VoIP or other over the top voice service is being supplied before and is to be used with UNI-D after the NBN Transfer, a local number port may not be required if the telephone number is not hosted by a Carrier for interconnection over the PSTN or not a portable local number.

12.2.4 The Losing Access Seeker or Carrier must check for any outstanding port out requests associated with Telephone Numbers previously attached to NBN services lost to Transfer. This is necessary because if a service disconnection is processed, the port out cannot be completed. Holding the disconnection will allow completion of the porting of the Telephone Number. If any confirmed port out requests are detected, the Losing Access Seeker or Carrier will wait for 5 Business Days for the port out to complete. If the port out is still outstanding after 5 Business days,

the Port request will be deemed to be withdrawn and the service disconnection will be processed.

# 13 CONDUCT OF EMPLOYEES, AGENTS, CONTRACTORS AND DEALERS

## 13.1 Conduct standards

13.1.1 Each party must use reasonable efforts to achieve compliance by its employees, agents, contractors and dealers with the provisions of the Code.

13.1.2 Each party must undertake reasonable measures to develop a culture of compliance with the Code in their employees, agents, contractors and dealers.

13.1.3 If a party becomes aware of any activities which are in contravention the Code by its employees in the course of their employment or by its agents, contractors or dealers in the course of performing their functions as agents, contractors, dealers, the Party, as the case may be, must take such action which may be reasonably available to it to prevent or discourage continuation of the breach of the Code.

# 14 REFERENCES

| Publication | Title |
|---|---|
| **Industry Codes** | |
| C540:2013 – Incorporating Amendment No1 - 2015 | Local Number Portability Code |
| C628:2015 | Telecommunications Consumer Protections |
| G600:2010 | Allocation of Eligible Party Identification Codes |
| **Legislation** | |
| *Privacy Act 1988 (Cth)* | |
| *Telecommunications Act 1997 (Cth)* | |
| *Telecommunications (Consumer Protection and Services Standards) Act 1999 (Cth)* | |
| *Telecommunications Numbering Plan 2015 (Cth)* | |
| *Competition and Consumer Act 2010 (Cth)* | |

# APPENDIX

## A Rejection Reason Codes

| | |
|---|---|
| NBN Location Id Not Found | Invalid NBN Location Id / not present on Access Provider systems |
| Invalid address – No Address Returned | SQ Failed on Customer Address and an address could not be found |
| Inactive Service | NBN Service has been Disconnected |
| Pending Disconnection | NBN Service is Pending Disconnection or pending part B of a cross port transfer |
| Incomplete Service | Associated UNI V not specified for cancellation |
| Address not in a RFS area | |
| All fields blank | The transaction has been rejected because none of the fields contain data. |
| No UNI | No UNI specified for Transfer or cancellation |
| No service present | No NBN Service present for requested Transfer at address |
| Pending Order | A modification or connection order is pending |
| Service already allocated to Access Seeker | NBN Service requested for Transfer already with same Access Seeker |
| Access Provider location Id and Address mismatch | |
| No POI for RFS area | No Access Seeker POI for service at requested Address |
| Invalid Access Provider Product | |
| Service Address Not Found | |
| Leading Blank(s) in an A/N field | The transaction has been rejected because one or more alphanumeric fields contained leading blank characters. |
| Invalid CA signed date | CA signed date is future dated, or greater than 45 calendar days, or contains otherwise invalid characters |
| Invalid Access Provider ID Format | |
| Duplicate Request ID | |
| Pending Order | A pending Request exists for the same service / port ID |
| Priority Assist or Battery Backup not valid | Not available for Location ID, or technology requested for Transfer |
| NBN Location Id Not Found | Invalid NBN Location Id / not present on Access Provider systems |

# B ACCESS SEEKER FIBRE TRANSFER CONTACT LIST

Access Seekers must complete this matrix and provide to Communications Alliance. Access Seekers must maintain and keep the contacts current. Communications Alliance will maintain the LNP Carrier contact matrix on their website – www.commsalliance.com.au, with updates on a daily basis or within 24 hours (1 business day) of notification of the change. The contact list is password protected.

| Carrier Name | Transfer Query Type | Phone | Email | Technical Contact | 1st level Escalation | 2nd level Escalation |
|---|---|---|---|---|---|---|
| | **CA Requests/Invalid Transfer** | | | | | |

# PARTICIPANTS

The Working Committee that developed the Code consisted of the following organisations and their representatives:

| Organisation | Membership | Representative |
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| DoC | Non-voting | Vicki Buchbach |
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| M2 Communications | Voting | Chris Kulpa |
| NBN Co | Voting | David Lannan |
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Communications Alliance was formed in 1997 to provide a unified voice for the Australian communications industry and to lead it into the next generation of converging networks, technologies and services.

In pursuing its goals, Communications Alliance offers a forum for the industry to make coherent and constructive contributions to policy development and debate.

Communications Alliance seeks to facilitate open, effective and ethical competition between service providers while ensuring efficient, safe operation of networks, the provision of innovative services and the enhancement of consumer outcomes.

It is committed to the achievement of the policy objective of the *Telecommunications Act 1997* - the greatest practicable use of industry self-regulation without imposing undue financial and administrative burdens on industry.

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