23 September 2016

Craig Purdon
Communications Alliance
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Dear Mr Purdon,

Submission to public consultation on C617: 2016

nbn welcomes the opportunity to provide our feedback on the current draft update of *Connect Outstanding Industry Code (C617: 2016)*.

As a member of Working Group WC70, **nbn** has provided input into the version that has been issued for consultation.

nbn has undertaken a further review of the draft Code and provides the attached proposed amendments for the Working Group's consideration. These proposed amendments include:

- inclusion of definitions where capitalised terms not defined;
- removal of redundant definitions (specifically Access Provider);
- clarification that there may be intermediary Carriage Service Providers between the Access Service Deliverer and Gaining Service Provider / Losing Service Provider (eg. definitions of Access Service Deliverer and Enhanced Service Qualification);
- ensuring the Code reflects the migrations from the Telstra network to **nbn** network accurately (eg. definitions of Connect Outstanding and NBN Access Transition);
- clarification of the scenarios to which sections 5.2-5.10 apply;
- recommendation that POD is required to be obtained by a GSP where no response is received to a request for release from an LSP (refer section 5.4.7);
- recommendation to reconsider 'Migration Query Type' column in Contact List (Appendix F); and
- minor edits to ensure the starting point for timeframes is clear (eg. sections 5.4.16 and 5.5.2).

We note that the **nbn** representative in WC 70 will be able to speak further to these proposed changes in the next meeting of WC70. If you have any questions regarding our submission in the meantime, please do not hesitate to contact Kim Summers or Chris Slater.

Yours sincerely,

Caroline Lovell

Chief Regulatory Officer

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COMMUNICATIONS ALLIANCE LTD

INDUSTRY CODE

DR C617:2016

CONNECT OUTSTANDING

DRAFT FOR PUBLIC COMMENT

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DR C617:2016 Connect Outstanding Industry Code

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EXPLANATORY STATEMENT

This is the Explanatory Statement for the C617:2016 **Connect Outstanding** Industry Code (the Code). It outlines the background, scope, objectives, processes and procedures described in the Code and the anticipated costs and benefits.

Background

One of the objectives of the *Telecommunications Act 1997* is that telecommunications is regulated in a manner that promotes the greatest practicable use of industry self-regulation and does not impose undue financial and administrative burdens on industry participants. The Act provides that bodies and associations that represent sections of the telecommunications industry may develop Industry Codes.

Since 1 July 1997, when Australia's communications industry became self-regulated, the Australian Communications Industry Forum (ACIF) was established to develop and administer industry, technical and operational arrangements that promote both the long-term interests of end-users and the efficiency and international competitiveness of the Australian communications industry.

ACIF's Connect Outstanding Working Committee developed the Code to specify the minimum requirements of Carriers and Carriage Service Providers (C/CSPs) to manage the timely connection of a New Occupant's basic access Standard Telephone Service when the Previous Occupant has not yet cancelled their Standard Telephone Service.

The Code does not apply when the Previous Occupant has cancelled their Access Service with their C/CSP. In these cases, normal connection procedures and, where connecting a Standard Telephone Service, Customer Service Guarantee (CSG) timeframes will apply.

Pre-2005 Regulatory Arrangements

The Industry maintains that for Connect Outstanding situations, the CSG Standard does not apply, as the infrastructure is not available for automatic reconnection. When a cancellation can be processed, the CSG Standard timeframes will apply to the subsequent connection where connecting a Standard Telephone Service.

In an attempt to address the customer dissatisfaction arising from the failure to cancel the previous Standard Telephone Service, Telstra voluntarily developed a Connect Outstanding process to facilitate disconnection activity between service providers. This voluntary procedure was applied by many service providers.

However given the absence of an Industry Code or legislation addressing the issue, the Telecommunications Industry Ombudsman (TIO) took the position as an interim solution with the support of then Department of Communications, IT and the Arts (DCITA), that the Gaining Service Provider should be liable to pay the equivalent of CSG rebates to the new customer where the connection had not been carried out within the timeframe agreed to by the industry under the procedure known as Connect Outstanding. A position was formed by the TIO that where a new customer in a Connect Outstanding situation experiences an unreasonable delay in the connection of their Standard Telephone Service, that customer ought to be entitled to the same sort of protection and compensation provided to other phone users under the CSG. Some industry members did not agree that CSG equivalent payments should apply in these circumstances. The TIO maintains that the new customer should not be adversely disadvantaged because of a Connect Outstanding issue over which they have no control.

Why Pre-2005 Regulatory Arrangements were inadequate

Despite the significant improvements achieved by the voluntary industry process over several years of operation, there continued to be concern from customers, the ACMA and the TIO about the delays in getting Standard Telephone Services connected where the previous Standard Telephone Service had not been cancelled. These extended delays often occurred when the service provider was unable to contact the Previous Occupant by telephone and it was necessary to write to them. Also, some industry members were not participating in the voluntary arrangements. It was for these reasons in 2005 that a decision was made to develop the Code.

How the Code Builds on and Enhances the Current Regulatory Arrangements

The Code will enhance the current regulatory environment by ensuring all industry participants abide to a standard minimum requirement for managing the connection of new Access Services to existing infrastructure in a timely manner when the previous Access Service has not been cancelled.

The Code sets minimum acceptable practices that do not necessarily limit industry's ability to improve on the minimum level.

The Code does not prevent two or more individual industry participants agreeing to different arrangements provided that those arrangements meet the minimum acceptable practices of the Code and do not prevent other industry participants from meeting their obligations under the Code.

What the Code has Accomplished

The 2005 Code version ensured that C/CSPs established practices that reduced the waiting period for this type of access connection from an average of twelve days to eight days and hence reduced consumer detriment.

How the Objectives are Achieved

The objectives of the Code are achieved by enhancing the data collection and order validation process and substantially reducing the time available for the Losing Service Provider (LSP) to object to a cancellation. This ensures that the New Occupant is connected in shorter timeframes. However, it must be recognised that this increases the risk of incorrectly disconnecting customers where address details may not be accurate. The Code specifies how to respond to these situations.

The Code also sets out agreed time frames to which the industry must adhere.

Benefits to Consumers

From a consumer's perspective, the Code specifies processes to ensure that C/CSPs can cancel the existing Access Service in the shortest possible time and therefore minimise the time taken to connect a New Occupant.

With the substantially reduced time available to check the Previous Occupant, there is a risk that a small number of customers may be incorrectly disconnected. The Code requires that prompt action be taken to reverse these situations.

Anticipated Benefits to Industry

The main benefit to the industry from the implementation of the Code will be a more uniform and efficient approach to Access Service connection with reduced timeframes. This will improve customer satisfaction and reduce costs.

Anticipated Cost to Industry

There are costs associated with the establishment and maintenance of the support systems and Bilateral Agreements that will be needed to implement this 2016 revision of the Code. However, these costs are expected to be outweighed by the benefits, which will be derived by the implementation of a standard industry approach.

Other Public Interest Benefits or Considerations

The needs and expectations of customers have been taken into account in the formulation of the Code to ensure that broader public interest benefits accrue. The following considerations are therefore central to its framework:

- performance standards that meet the needs and expectations of the Australian community; and
- appropriate consumer safeguards.

Code Revision in 2016

The Connect Outstanding Code C617:2016 replaces the registered Connect Outstanding Code ACIF C617:2005.

The changes made in 2016 were:

- updates to the relevant reference documents;
- inclusion of new acronyms and definitions to cover legacy services and new NBN~~nbn~~ access technologies;
- creation of three distinct processes dependent on the access infrastructure being used, taking into consideration Legacy Services, ULLS and NBN based services;
- development of new process flowcharts;
- development of a request for release process; and
- the creation of an access seeker FTTB/N migration contact list.

Craig Purdon
Chair
WC70 Connect Outstanding

AUGUST 2016

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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 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 (Cth)*;

(c) the *Competition and Consumer Act 2010 (Cth); and*

(d) the *Privacy Act 1988 (Cth);*

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

(a) *Priority Assistance for Life Threatening Medical Conditions* Industry Code (C609:2007);

(b) *NBN Access Transfer* Industry Code (C647:2016); and

(c) *NBN FTTB/N Migration Processes* Industry Guidance Note (IGN 008).

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

1.1.6 Compliance with this Code does not guarantee compliance with any legislation. The Code is not a substitute for legal advice.

1.1.7 Statements in boxed text are a guide to interpretation only and not binding as Code rules.

1.2 Registration by the ACMA

The Code is registered by the Australian Communications and Media Authority under section 117 of the Act.

1.3 Scope

1.3.1 The Code is applicable to the following sections of the telecommunications industry under section 110 of the Act. They are collectively referred to as:

(a) Carriers; and

(b) Carriage Service Providers.

1.3.2 The Code deals with the following telecommunications activities as defined in section 109 of the Act:

(a) carrying on business as a Carrier; or

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

(c) supplying Goods or Service(s) for use in connection with the supply of a Listed Carriage Service.

1.3.3 Subject to clause 1.3.4, the Code defines the process for the reuse of an existing Access Service, or the infrastructure that is in use to supply a working Access Service where the existing Access Service has not been Cancelled and the New Occupant is able to warrant intended occupancy, or if requested establish Proof of Occupancy.

1.3.4 The Code does not cover the reuse of an Access Service where the technology of the new Access Service is not compatible or where the new Access Service cannot utilise the existing network connected at the customer's premises.

1.4 Objectives

1.4.1 The objectives of the Code are:

(a) to set out procedures between Carriage Service Providers that provide timely connection of a New Occupant's Access Service where a working Access Service has not been Cancelled at the Service Address;

(b) to ensure an appropriate balance between the rights of the New Occupant and the Previous Occupant;

(c) to set out competitively neutral and non-discriminatory processes; and

(d) to minimise disadvantage to the Previous Occupant or any third party where a reversal is necessary.

1.5 Commencement Date

Except as provided in this clause 1.5, this Code will commence on the day of registration with the ACMA.

The obligations under clause 5.9.1 to 5.9.3 will not commence until that date which is 3 months after the date of registration of this Code with the ACMA.

1.6 Code review

1.6.1 The Code will be reviewed every 5 years, or earlier in the event of significant developments that affect the Code or a chapter within the Code.

1.7 Powers of the Telecommunications Industry Ombudsman to handle complaints under 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

ASD

means Access Service Deliverer

C/CSP

means Carrier or Carriage Service Provider

FTTB/N

means Fibre to the Building or Fibre to the Node

GSP

means Gaining Service Provider

HFC

means Hybrid Fibre Coaxial

LSP

means Losing Service Provider

NBN

means National Broadband Network

POD

means Proof of Occupancy Document

RFR

means Request for Release

TIO

means the Telecommunications Industry Ombudsman

TULL

means ULLS Transfer

ULLS

means Unconditioned Local Loop Service.

2.2 Definitions

For the purposes of the Code:

~~***Access Provider***~~

~~means any party providing network access to Access Seekers.~~

Access Seeker

means the party requesting services direct from an Access ~~Provider~~ Service Deliverer and has the meaning given by Section 152AG of the Competition *and Consumer Act 2010 (Cth)*.

~~***Access***~~ ***Carriage Service***

means a broadband or Standard Telephone Service provided over single or mixed network infrastructures including copper (including ULL), fibre (including NBN), HFC, satellite and wireless networks.

Access Service Deliverer

means any party providing network access to Access Seekers and/or the head upstream Carriage Service Provider (CSP) which provides an Access Service (directly or indirectly) to the Gaining Service Provider (GSP) and/or Losing Service Provider (LSP). The GSP or LSP may also be the ASD.

Act

means the *Telecommunications Act 1997 (Cth)*.

Bilateral Agreement

means any agreement between two parties.

Business Day

means a day that is not a Saturday, Sunday or public holiday in the location of the Service Address.

Business Hours

means 8.30 am to 5.00 pm in the location of the Service Address.

Cancelled / Cancellation

means the permanent cessation of an Access Service by a C/CSP.

Carriage Service Provider

has the meaning given by section 87 of the Act.

Carrier

has the meaning given by section 7 of the Act.

Connect Outstanding

Comment [nbn1]: Recommend this is captured in ASD definition as separate definition does not appear to serve purpose in Code.

Comment [nbn2]: As per comment nbn1, recommend ASD is used as the single definition for the network operator / head upstream CSP.

Comment [nbn3]: Access Service generally refers to the service a downstream CSP obtains from upstream CSP. Given the Code also uses the term to cover the broadband/STS provided to an end user, suggest that Carriage Service is more appropriate term. If accepted, multiple references in Code to be updated.

Comment [nbn4]: Our proposed changes incorporate Access Provider definition and account for the fact that there may be intermediary CSPs between Telstra/**nbn** (as the ASD) and the GSP/LSP.

Comment [nbn5]: Our proposed changes to the definition reflect that the existing service may be terminated rather than reused (ie. transition of premises from legacy service to **nbn** service).

means the reuse of an existing Access Service, or infrastructure over which an existing Access Service is provided, by a New Occupant where the Previous Occupant's Access Service has not been Cancelled.

Customer Application

is the process described in Section 5.2 of the Code.

Customer Authorisation

means a written or~~n~~ electronic authorisation which is executed by or on behalf of a Customer for the purpose of authorising a GSP to place an order for the supply of a service on the NBN~~ational Broadband Network~~ at the Service Address the subject of the authorisation.

Comment [nbn6]: Our proposed change is to align the definition with IGN 008 and Service Transfers Code C647 2015.

Enhanced Service Qualification

means a service qualification query performed for a Service Address performed by the GSP (or, if it is not an Access Seeker, its upstream CSP that is the relevant Access Seeker) who has received~~ith~~ Customer Authorisation in respect of that Service Address to determine whether that Service Address is serviceable by the NBN.

Comment [nbn7]: Proposed changes account for the fact that there may be intermediary CSPs between Telstra/**nbn** (as the ASD) and the GSP/LSP.

Fibre to the Building

means ~~[ ]~~a carriage service which is supplied on the NBN using fibre-to-the building access technology.

Comment [nbn8]: Fibre to the Building and Fibre to the Node definitions referred to in the acronyms but not defined. These definitions are sourced from IGN 008.

Fibre to the Node

means ~~[ ]~~a carriage service which is supplied on the NBN using fibre-to-the-node access technology.

Field Completion Notification

means the notification that Telstra places on its Telstra Wholesale Portal to identify those Legacy Services that have been disconnected in accordance with Section 5.6.

Gaining Service Provider

means the CSP that provides or will provide the Access Service to the New Occupant.

Invalid Connection, Cancellation or Transfer

means a connection, cancellation or transfer made in conjunction with the Connect Outstanding process that was subsequently found to:

- not be properly authorised by the Previous or New Occupant; or
- was the result of a processing error by the LSP, GSP or ASD.

Losing Service Provider

means the CSP that provides an Access Service to the Previous Occupant.

Legacy Services

means services that currently operate over the copper network, and are acquired by a Customer prior to migration to the NBN. This includes traditional voice and / or data services supplied using the public switched telephone network (PSTN) bandwidth, ULL and over the top services.

National Broadband Network

means NBN Co's superfast broadband network with n~~N~~ational coverage that is offered on a wholesale basis, and includes fibre, copper, wireless, HFC and satellite network elements.

Comment [nbn9]: Update to reflect FTTN/B access technologies.

NBN Access Transfer Code

means the Communications Alliance Code C647:2016 as amended from time to time.

NBN Access Transfer

means the ~~successful~~ transfer of an Access Service delivered over the NBN ~~network~~ between the LSP~~osing AS~~ and the GSP~~aining AS~~.

Comment [nbn10]: Whether or not a transfer is successful will not be known at the time the Connect Outstanding processes are required to be undertaken.

NBN Access Transition

means the ~~successful~~ transition of infrastructure from supporting the delivery of a Legacy Service to delivering an Access Service over the NBN ~~network~~.

Comment [nbn11]: Proposed change to reflect more accurately that the service itself is not transitioned – a separate carriage service is provided over **nbn**'s network.

New Occupant

means the new end user at the Service Address.

Previous Occupant

means the previous end user at the Service Address.

Proof of Occupancy Document

means the document provided by the New Occupant to verify occupancy at the Service Address.

Request for Release

means the request from the GSP to the LSP as described in section 5.4.

Service Address

means the location at which the Access Service terminates or is to terminate.

Service Identifier

means a numeric or alpha-numeric number that identifies a particular Access S~~s~~ervice at a given address. Service ID has the same meaning.

Standard Telephone Service

has the meaning given by section 6 of the *Telecommunications (Consumer Protection and Services Standards) Act 1999*.

Telephone Number

has the same meaning as defined in the *Telecommunications Numbering Plan 2015*.

ULLS

has the same meaning as defined in the Communications Alliance Code C569:2015.

ULLS Code

means the Communications Alliance Code C569:2015 as amended from time to time.

ULLS Transfer

means the successful transfer of a ULLS between the Losing AS and the Gaining AS.

Voiceband Pass Through

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

2.3 Interpretations

In the Code, unless the contrary appears:

(a) headings are for convenience only and do not affect interpretation;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) words in the singular includes the plural and vice versa;

(d) words importing persons include a body whether corporate, politic or otherwise;

(e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(f) mentioning anything after include, includes or including does not limit what else might be included;

(g) clear Business Day means that irrespective of the time of the Business Day that the request is received, the group responsible for the action has until the close of the following Business Day to complete the action;

(h) words and expressions which are not defined have the meanings given to them in the Act; and

(i) a reference to a person includes a reference to the person's executors, administrators, successors, officer, employee, volunteer, agent and/or subcontractor (including but not limited to, persons taking by novation) and assigns.

3 PRIVACY AND BILATERAL AGREEMENTS

3.1 Non-Discrimination

3.1.1 In implementing the Code, each C~~/arrier or~~CSP must act in a competitively neutral and non-discriminatory manner.

3.2 Privacy and Use of Information

3.2.1 A C/CSP who receives any type of information as described in the Code may use this information only in accordance with Part 13 of the Act and the *Privacy Act 1988*.

3.2.2 Information provided in transactions between C/CSPs for the purposes of the Code must only be used for the disconnection and reconnection of an Access Service in association with delivery of carriage services and must not be used for any other purposes. For example, such information must not be used for marketing purposes.

3.2.3 C/CSPs should take all practicable steps to avoid the collection and storage of irrelevant information.

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

3.3 Bilateral Agreements

3.3.1 C/CSPs may enter into Bilateral Agreements in relation to Connect Outstanding arrangements provided these agreements meet the requirements of the Code.

4 PRINCIPLES

1. The GSP is responsible for:

   (a) managing all relevant contact/issues with the New Occupant during the Connect Outstanding process; and

   (b) obtaining and validating all necessary information from the New Occupant for the purposes of this process.

2. The ASD is responsible for managing the disconnection and reconnection of the Access Service under instruction from an authorised party.

3. The LSP is responsible for acting on behalf of the Previous Occupant including objections to the Cancellation.

4. The Previous Occupant's Telephone Number will not be issued to the New Occupant unless no other number is available.

5. C/CSPs should endeavour to improve on the timeframes specified in the Code wherever practicable.

6. LSPs, ASDs, and GSPs should make every effort to avoid a delay between disconnection and reconnection of an Access Service.

5 CODE RULES

5.1 General

5.1.1 If there are no objections from the LSP or ASD during the Connect Outstanding process, a GSP must ensure that the New Occupant's service is connected within eight clear Business Days once released by the LSP in accordance with this Code or the New Occupant's requested connection date, if that is later. ASD, GSP and LSP obligations in the Connect Outstanding process are set out in this Code.

NOTE: 1. See Appendix A for a flowchart of the process.

2. This Code has three different processes that may apply, depending on the access infrastructure that will be used in the new connection.

Clauses 5.2, and 5.4 to 5.5 apply to all service types.

Clauses 5.3, and 5.6 to 5.9 only apply as follows:~~For clarification of the below categories, review of Clauses 5.6 to 5.10 should be made prior to this clarification~~.

- For movement between Legacy Services unless the existing Access Service is ULLS, the Cancellation Procedure in clauses 5.6 and 5.7 applies.
- For movement between Legacy Services where the existing Access Service is ULLS, and for movement between NBN based services, the Transfer Process of clause 5.8 applies.
- For movement from Legacy Services to the NBN (using the FTTB/N~~copper~~ network), the Transition Process of clauses 5.3 and 5.9 applies.

Clause 5.10 for reversals applies to all service types.

Comment [nbn12]: Proposed changes to improve clarity regarding what scenarios sections 5.2 to 5.9 apply to.

Comment [nbn13]: Section 5.3 is specific to transitions from Telstra to **nbn** network.

5.2 Customer Application

5.2.1 When a New Occupant applies for connection of an Access Service and the existing service has not been Cancelled, the GSP must initiate the processes outlined in the Code.

5.2.2 Should clause 5.2.1 apply, the GSP must inform the New Occupant that:

(a) the Access Service of the Previous Occupant has not been Cancelled;

(b) if the release by the LSP is challenged, the application can only be processed if a POD is provided or the service is Cancelled before the New Occupant's requested connection date;

NOTE: In a Connect Outstanding situation, when a New Occupant has contacted the GSP in advance of their requested connection date, the GSP should inform the New Occupant of the possible scenarios and the consequences of either providing or not providing a POD before the requested connection date.

(c) A POD must include the date on which the New Occupant takes up occupancy;

(d) A POD must satisfy the minimum criteria set out below:

1. Lease; or
2. Rental Agreement; or
3. Contract of Sale; or
4. Statutory declaration from the New Occupant and a utility bill eg. rates, power, water; or
5. Statutory declaration from the property owner and the rent receipt from the New Occupant; or
6. Statutory declaration from the property owner and the bond payment receipt; or
7. Documentation from the real estate agent and the rent receipt from the New Occupant; or
8. Documentation from the real estate agent and the bond payment receipt;

(e) once a POD has been validated and if there are no further objections, the Access Service must be connected within eight clear Business Days or on the New Occupant's requested connection date, if this is later.

5.2.3 If the existing service is Cancelled before the New Occupant's requested connection date, the GSP will follow the normal provisioning procedures for that Access Service and no further obligations under the Code apply.

5.3 Identification of the LSP

5.3.1 Where the ASD is a provider of Legacy Services, and the ~~GSP~~ customer has requested an NBN service:

- ~~,~~ the Legacy Services ASD will provide the identifier of the downstream LSP for the Legacy Service to NBN Co.~~,~~
- NBN Co will provide the downstream LSP identifier to the GSP (or, if it is not an Access Seeker, to the relevant upstream Access Seeker with NBN Co) in order to facilitate timely validation activities between the LSP and GSP ~~parties~~.

NOTE: The~~is~~ information in 5.3.1 is only available to Access Seekers who have submitted an Enhanced Service Qualification enquiry.

Comment [nbn14]: Site qualification information is made available by **nbn** on the basis of a Customer Authorisation – and before the Access Seeker places an order with **nbn**.

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Comment [nbn15]: Proposed change to account for the fact that there may be intermediary CSPs between Telstra/**nbn** (as the ASD) and the GSP/LSP.

Comment [nbn16]: This information more appropriately provided as a Note.

An Enhanced Service Qualification enquiry can only be submitted for a premises where an Access Seeker has obtained~~is seeking to obtain~~ valid Customer Authorisation.

NBN Co is only able to include in its systems information to which it has access and any necessary disclosure consent.

The downstream LSP identifier may be the identifier of an upstream provider of the LSP who has arranged to manage these functions on behalf of the downstream LSP.

Comment [nbn17]: Access Seekers are required to have a Customer Authorisation before placing Enhanced Service Qualification enquiry on **nbn**'s network.

5.4 Application Processing

5.4.1 Once the GSP has validated that the prospective customer is a New Occupant of the premises where the outstanding service is located, a RFR is sent by the GSP to the LSP via email.

5.4.2 The RFR must contain, as a minimum:

- Service Address;
- date of proposed connection; and
- if the service is to be used to support a different Access Service (e.g. FTTB/N~~NBN via fibre to the node~~).

Further detail of the RFR format and response codes are set out in Appendixes B – E.

5.4.3 Where the RFR recipient is an upstream provider, they shall forward the RFR to the applicable LSP. Any responses will likewise be forwarded to the GSP.

NOTE:

1. An upstream provider ~~or LSP~~ may arrange to manage these functions on behalf of the downstream CSP.

2. NBN Co is not an upstream provider in the context of Clause 5.4.3.

Comment [nbn18]: The LSP is the party who provides the end user service so will not be providing this function 'on behalf' of themselves.

5.4.4 Where the LSP has not provided a valid contact point for receipt of an RFR, the GSP may elect to obtain and validate a POD in order to complete the RFR and proceed with the Customer Application.

Comment [nbn19]: Proposed amendment to clarify that service provider is not required to proceed with RFR steps if no valid contact point provided and POD has been obtained.

5.4.5 The LSP must validate the RFR against their records, including contacting the Previous Occupant if required.

5.4.6 Once validated, the LSP must respond to the GSP within two clear business days of receipt of the RFR.

The LSP may advise the GSP within two clear Business Days of the receipt of advice of the RFR that it objects to the proposed release because:

(a) the LSP has spoken with the Previous Occupant and confirmed that they are still in residence at the time Cancellation is required; or

(b) the LSP has a record of contact with the Previous Occupant confirming that they remain the occupant at the time the proposed connection is required; or

(c) the service is cancelled or pending cancellation; or

(d) the Service Address provided by the ASD is inconsistent with the Service Address recorded by the LSP.

NOTE: A future dated pending cancellation should not override a POD by the New Occupant. It is not reasonable for the Previous Occupant to maintain a live service at a premises no longer occupied by them.

5.4.7 If a positive response to the RFR is received, or no response to release is received within two clear Business Days, the GSP will follow the normal provisioning process for ordering that Access Service.

5.4.8 If a response is received from the LSP that indicates an alternate date of departure for the Previous Occupant, the GSP must re-contact the New Occupant to verify the proposed connection date.

If the alternate date is agreed, the GSP does not need to submit a new RFR, but may follow the normal provisioning process for that Access Service using the date provided by the LSP.

5.4.9 If a response is received from the LSP requesting additional time because of difficulties contacting the Previous Occupant, the GSP will suspend any processing for an additional three clear Business Days from receipt of the LSP response.

The GSP may elect instead to obtain a POD from the New Occupant in order to expedite the process.

If the New Occupant is able to provide a POD, the GSP will source this from the New Occupant and advise the LSP.

5.4.10 If a response is received from the LSP indicating that the Previous Occupant is not vacating the premises, the GSP must re-contact the New Occupant to query this.

If the New Occupant is able to provide a POD, the GSP will source this from the New Occupant and advise the LSP.

5.4.11 If the GSP is unable to verify a valid POD as per clauses 5.4.4, 5.4.9 or 5.4.10 the GSP will suspend processing of the application until the POD is received.

5.4.12 Where the GSP has not received a valid POD within 14 days, the GSP or ASD may at its discretion withdraw the application order.

Comment [nbn20]: We recommend that a GSP is required to obtain POD where no response is received from the LSP. This would align with the scenario where no LSP contact is identifiable (section 5.4.4).

Comment [nbn21]: Recommend that the option for a GSP to proceed with a POD is also considered in section 5.4.8 (for consistency with paragraphs 2 and 3 of section 5.4.9).

Comment [nbn22]: Obtaining POD is also considered in sections 5.4.4 and 5.4.10.

5.4.13 Once the GSP has received a POD, the GSP must validate the POD by checking that:

(a) the POD complies with clauses 5.2.2 (c) and (d);

(b) the New Occupant's name and Service Address specified on the application order corresponds to the Name and Service Address stated in the POD; and

(c) the requested connection date falls on or after the date on which the New Occupant takes up occupancy.

5.4.14 Where a POD is received but is not successfully validated under clause 5.4.13, the GSP must, within one clear Business Day of receipt of the POD, make reasonable attempts to contact the New Occupant to explain why validation was unsuccessful and to provide the New Occupant an opportunity to supply additional information to enable validation.

5.4.15 Where the GSP has successfully validated the application order under clause 5.4.13, the GSP must advise the LSP that a valid POD has been sighted and request release. This advice should be provided within one clear Business Day of receipt of a valid POD.

5.4.16 Where an RFR ~~request for release~~ has been received from the GSP under clause 5.4.15 the LSP has one clear Business Day from receipt of RFR to confirm release otherwise release is assumed.

NOTE: In the event of an objection made by an LSP, if no successful or clear resolution can be made even with a POD or a known Service ID (for example if a shared premises ~~or~~ and there are disputes over the departing end users), the GSP may need to order a new service from the relevant ASD.

Comment [nbn23]: Proposed change to clarify that this Note is not intended to apply to section 5.4.4 – where no LSP contact is available.

5.5 ASD Validation

5.5.1 Once the ASD has received advice that the RFR is complete and received an order for connection, the ASD must check the order to ensure that there are no problems in relation to the connection of that service, e.g. conflicting orders, discrepancy in records, technology incompatibilities.

5.5.2 If a problem is found under clause 5.5.1, the ASD must advise the GSP and provide the relevant details. This advice must be provided within one clear Business Day of receipt of advice that RFR is complete.

5.5.3 Upon receipt of advice from the ASD pursuant to clause 5.5.2, the GSP must determine whether further information is required from the New Occupant in order to resolve the problem and enable the ASD to validate the order under clause 5.5.1.

(i) If the GSP deems that no further information is required from the New Occupant, the GSP must initiate contact with the ASD and the two entities must co-operate to resolve the problem. The GSP and ASD should endeavour to resolve the

problem within one Business Day of receipt of advice under clause 5.5.2 or as soon as possible.

(ii) If the GSP deems that further information is required from the New Occupant, the GSP must within one Business Day of receipt of advice under clause 5.5.2 make reasonable attempts to contact the New Occupant and advise of the additional information that is required.

5.5.4 If there are no problems found under clause 5.5.1, the order can be progressed and the ASD or former ASD (as applicable, being the infrastructure provider for the Access Service being cancelled) must advise the LSP (or upstream Access Seeker) of the loss. This advice must be provided to the LSP; 90% within one clear Business Day and 99% in two clear business days of the order being completed.

Comment [nbn24]: Proposed change to account for the fact that there may be intermediary CSPs between Telstra/**nbn** (as the ASD) and the LSP.

NOTE: Notice from the ASD to the LSP of a loss can take a number of forms, including but not limited to a daily CSP data feed, a Field Completion Notification, a ULLS* Transfer loss, or an NBN* Access Transfer loss.

* Both ULLS and NBN processes utilise their respective Transfer functionality to support Connect Outstanding.

5.6 Cancellation Procedure

5.6.1 The Cancellation procedure applies to movement between Legacy Sservices ~~provided over copper~~ (except ULLS).

Comment [nbn25]: Proposed change to align terminology with the Note in section 5.1.

5.6.2 Where the LSP advises of no objection or the GSP advises the ASD that there is no response to the RFR within the timeframes specified in clause 5.5, the ASD must, within one clear Business Day, proceed with the Cancellation or new order as relevant, and advise the GSP and LSP that the Cancellation or new order has been actioned.

5.6.3 If the outstanding service is not associated with a loss advice pursuant to section 5.5.4 within 10 Business Days, the LSP may fully cancel the outstanding service.

NOTE: The LSP may issue a Cancellation of the Previous Occupant's Access Service at any stage of the Connect Outstanding process pursuant to section 5.6.1 and 5.6.3.

5.7 GSP to implement the connection order

Comment [nbn26]: For ease of reference, section 5.6 and 5.7 may be consolidated: both apply to movement between Legacy Services.

5.7.1 This section applies to movement between Legacy Services (except ULLS).

Comment [nbn27]: Proposed wording for consistency with Note in section 5.1 and section 5.6.1 above.

~~5.7.1~~5.7.2 Following the Cancellation of the Previous Occupant's Access Service, where relevant, the GSP should ensure that the connection order proceeds within timeframes specified in the *Telecommunications (Customer Service Guarantee) Standard 2011* for in-place services.

NOTE: A Customer Service Guarantee only applies to the connection of a Standard Telephone Service.

~~5.7.2 Where the Previous Occupant's service was on a copper path that is required for NBN (e.g. via fibre to the node), the GSP should submit the order for the new Access Service to the appropriate ASD (e.g. NBN Co).~~

Comment [nbn28]: We consider that this paragraph is unnecessary here, as it is covered in paragraph 5.9 and confuses the distinction made between different types of services at clause 5.1.1.

5.8 Transfer Process

5.8.1 This section applies to ~~services~~ movement between Legacy Services where the existing Access Service is provided over ULLS and to movement between ~~the~~ NBN based services.

5.8.2 After confirming release of the service by the LSP, the GSP may submit a:

- ULLS Transfer (TULL) request in accordance with the ULLS Code and ULL IT Guidelines; or
- NBN Access Transfer request, with a Connect Outstanding indicator, in accordance with the NBN Access Transfer Code.

NOTE: A Transfer has the effect of enabling the change from Previous Occupant to New Occupant, as well as changes to the service, without any significant downtime.

5.9 Transition Process

5.9.1 This section applies to Legacy Services where the N~~n~~ew O~~c~~ccupant requires connection through the NBN using the copper network.

After confirming release of the service by the LSP in accordance with sections 5.2 to 5.5, the GSP may submit a NBN Access Transition request, with a Connect Outstanding indicator.

5.9.2 A Connect Outstanding Transition must not be placed requesting Voiceband Pass Through with the order.

5.9.3 The Service Identifier is not required to be passed to NBN Co by the GSP for validation.

5.10 Reversals

5.10.1 This section applies if an Invalid Connection, Cancellation or Transfer of an Access Service has occurred as a result of the Connect Outstanding process.

5.10.2 Where a GSP or LSP becomes aware of an Invalid Connection or Cancellation (in a case referred to in section 5.6, 5.7 or 5.9), that GSP or LSP must immediately advise the ~~Legacy Services~~ relevant ASD and / or the other party.

Comment [nbn29]: We understand these are the scenarios intended to be covered by section 5.10.2 and that 5.10.4 covers the section 5.8 scenario. Note also that *Invalid Connection* or *Cancellation* are not defined (only *Invalid Connection, Cancellation or Transfer* is defined).

Comment [nbn30]: Proposed amendment to cover instances where **nbn** is the relevant ASD.

5.10.3 Once the relevant ASD has received advice as per clause 5.10.2, the ASD must take immediate steps to facilitate the restoration of~~e~~ the Access Service of the Previous Occupant and advise its customer (the GSP and the LSP) that a reversal has taken place.

NOTE: If an Invalid Connection, Cancellation or Transfer has occurred requiring Reversal, but the Telstra copper path has been permanently disconnected in accordance with the Migration Plan, then no Reversal to copper can be processed and the service can only be reconnected via the NBN.

Comment [nbn31]: Our proposed changes account for the fact that both ASDs and CSPs have a role to play in restoring the end user service.

5.10.4 Where a GSP or LSP becomes aware of an Invalid Transfer (in a case referred to in section 5.8), that GSP or LSP must immediately advise the other party and seek to process a Transfer reversal.

The Transfer reversal is triggered by the LSP and results in a loss notification to the former GSP.

5.10.5 The ASD, GSP and LSP must co-operate to initiate action for matters within their control, to permit compliance with the New Occupant and the Previous Occupant's requirements.

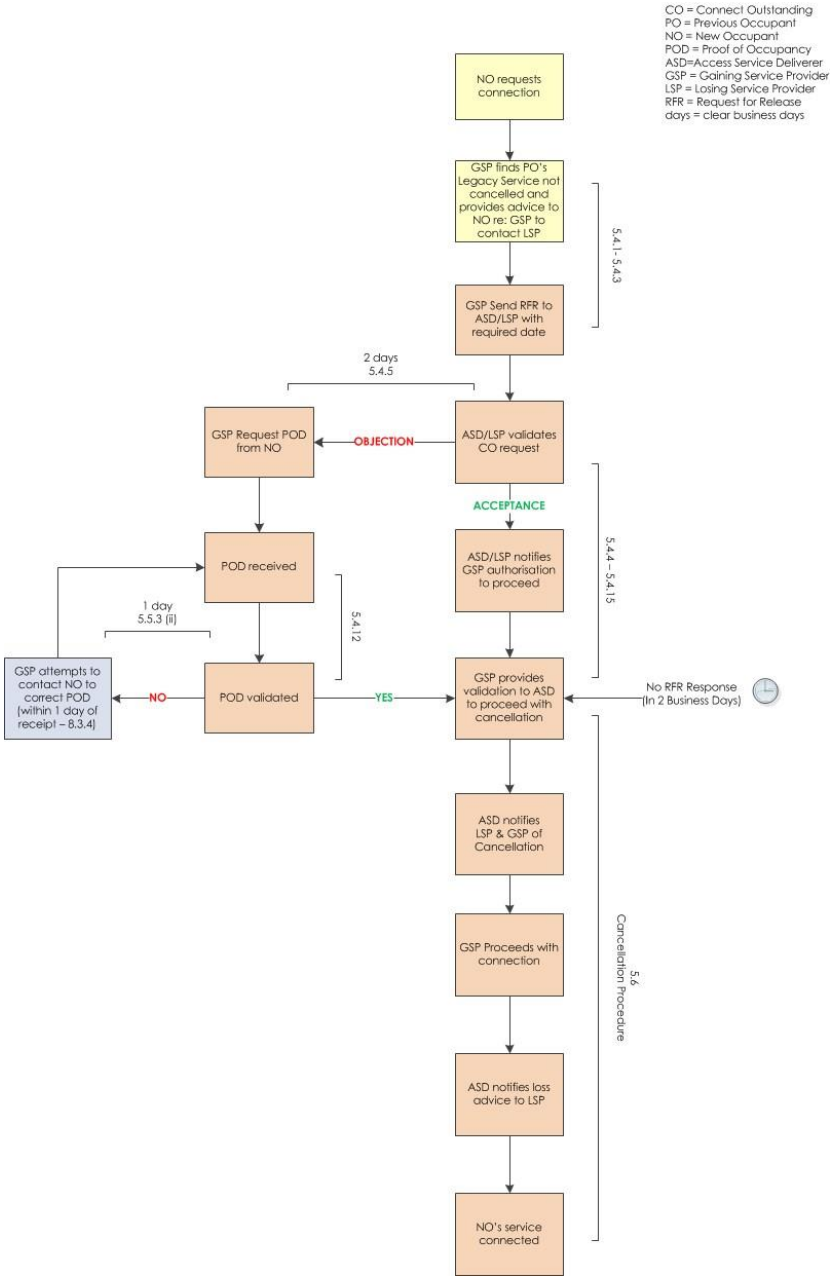
6 REFERENCES

Publication	Title
Industry Codes	
C609:2007	Priority Assistance for Life Threatening Medical Conditions
C647:2016	NBN Access Transfer
C569:2015	Unconditioned Local Loop Service – Ordering, Provisioning and Customer Transfer
Industry Guidelines	
G587:2002	Unconditioned Local Loop Service – IT Specification Transaction Analysis
Industry Documents	
IGN 008	NBN FTTB/N Migration Processes
Legislation	
Competition and Consumer Act 2010	
Privacy Act 1988	
Telecommunications Act 1997	
Telecommunications (Consumer Protection and Service Standards) Act 1999	
Telecommunications (Customer Service Guarantee) Standard 2011	
Telecommunications Numbering Plan 2015	

APPENDIX

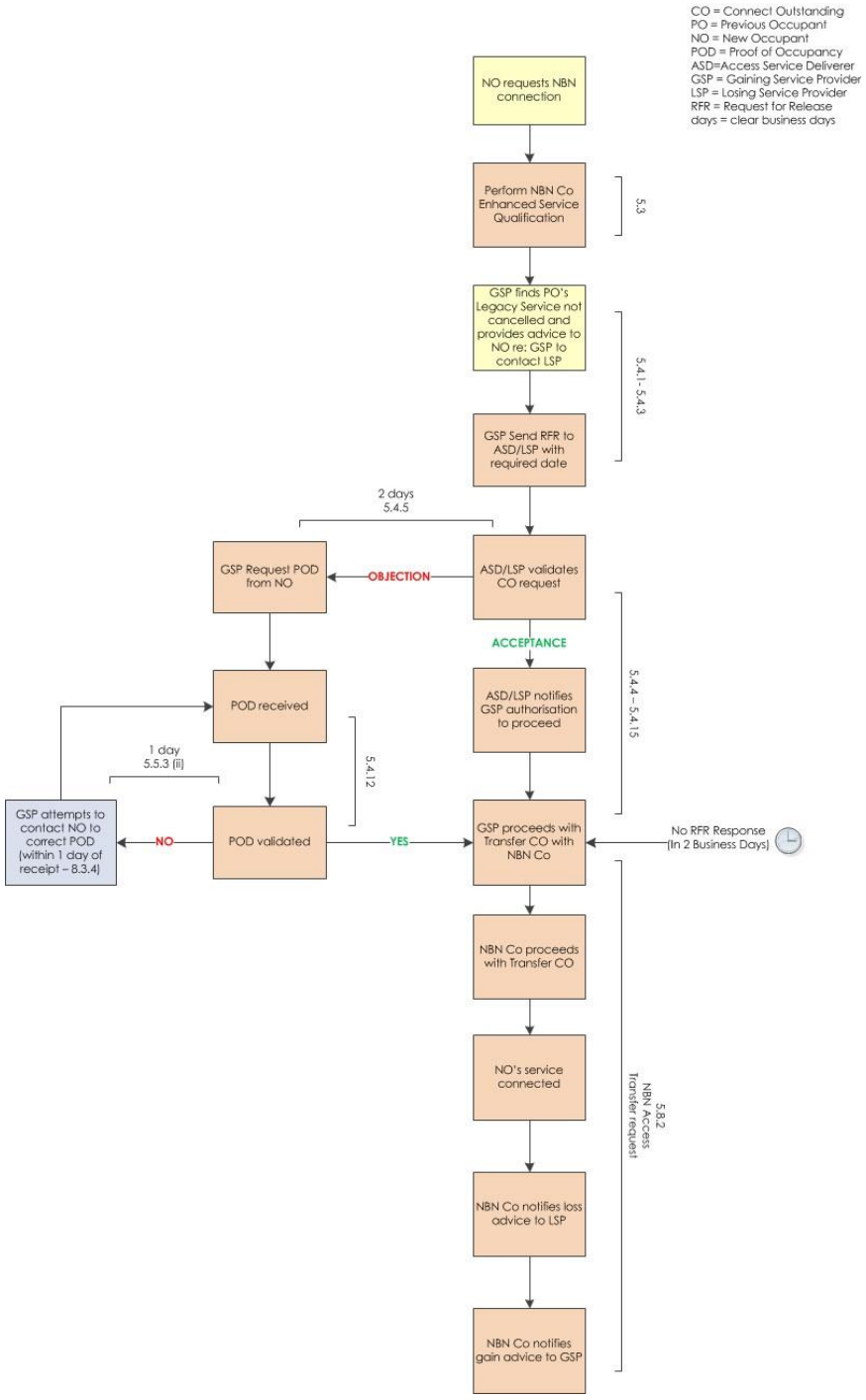
A CONNECT OUTSTANDING PROCESS FLOWCHARTS

A1 CANCELLATION PROCESS FLOWCHART

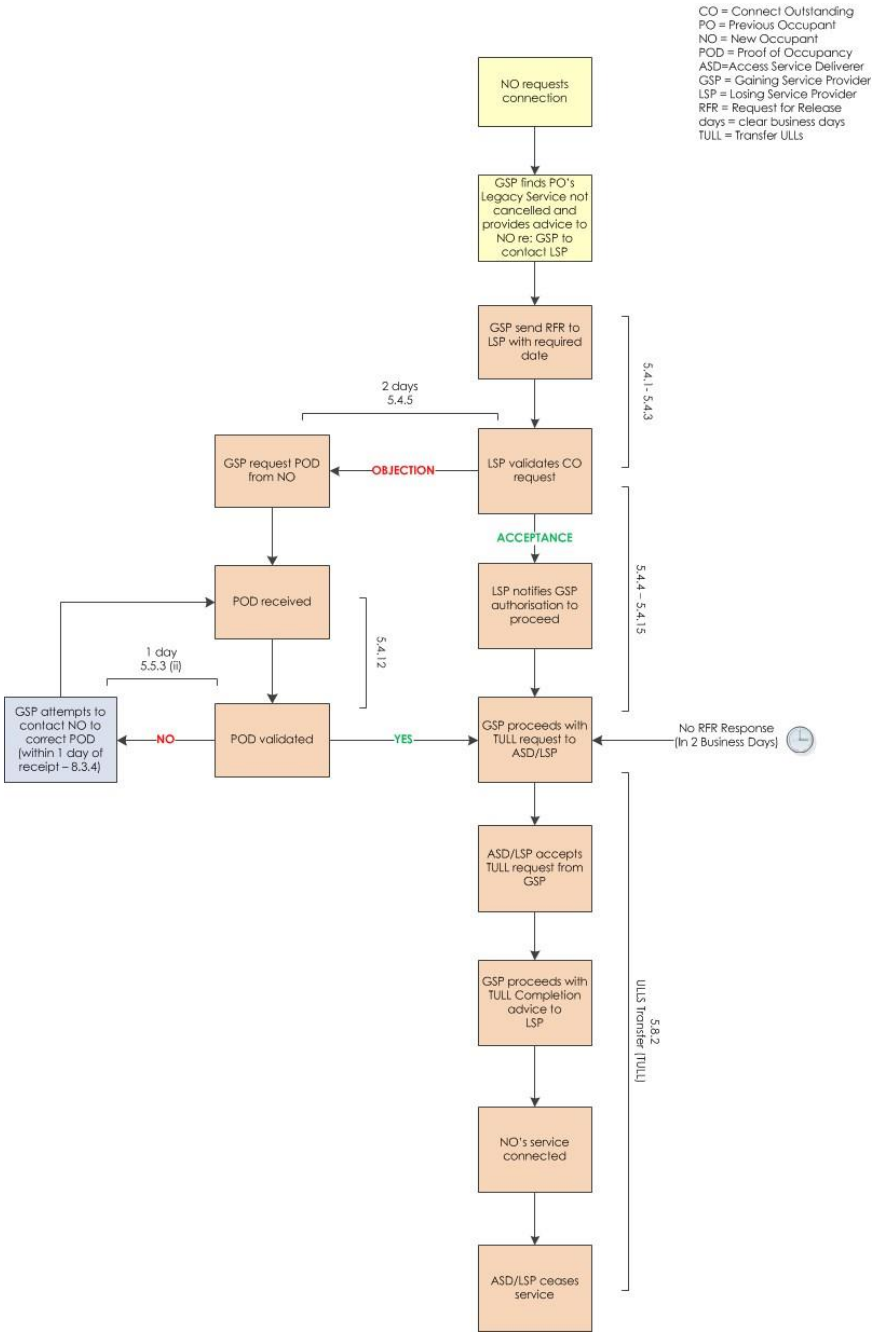


A2 TRANSFER PROCESS NBN – NBN FLOWCHART

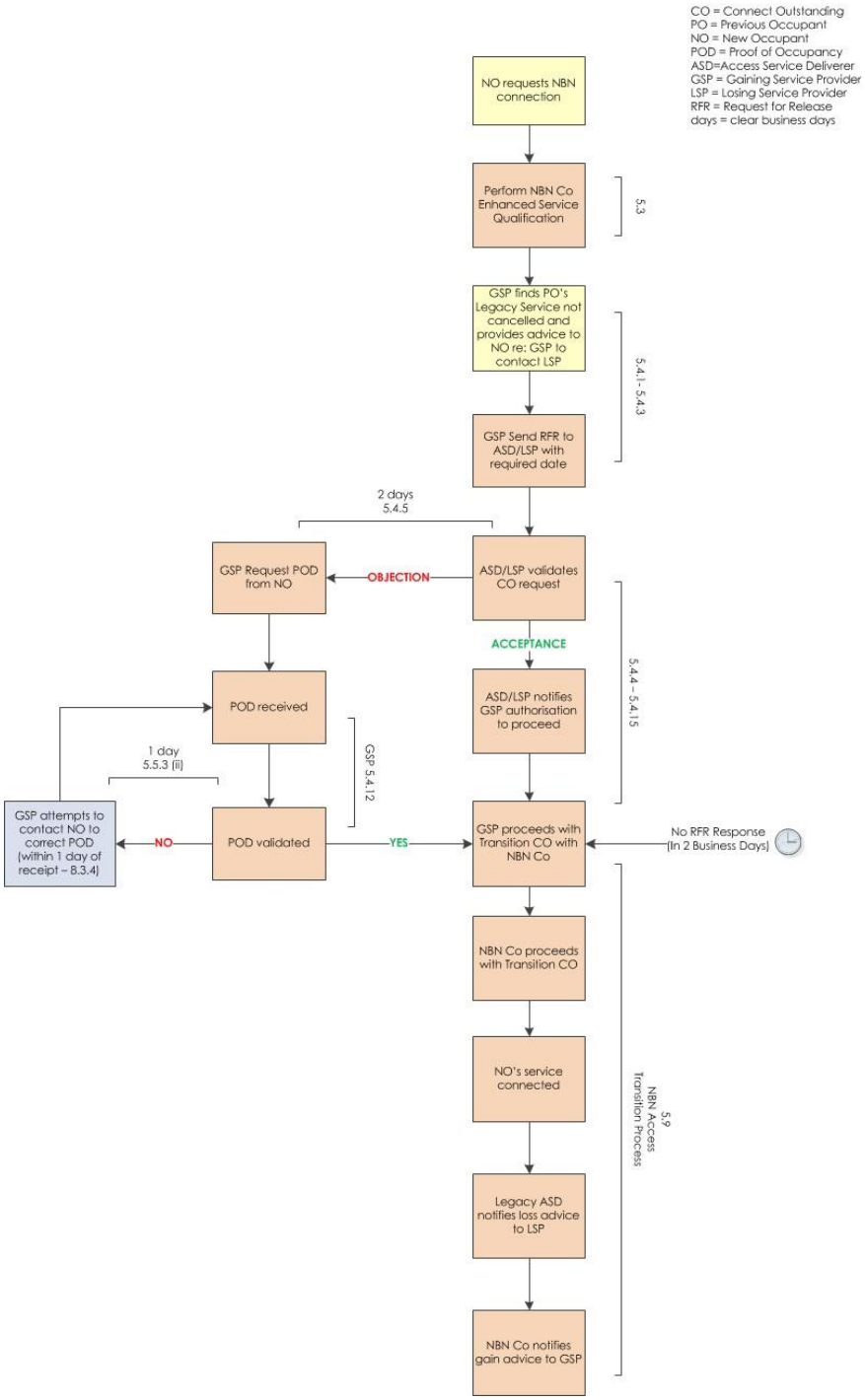
Comment [nbn32]: Recommend this flowchart is updated to remove reference to 'Legacy Service' as this does not apply in the NBN Service Transfer context.



A3 TRANSFER PROCESS TULL FLOWCHART



A4 TRANSITION PROCESS NBN FLOWCHART



B REQUEST FOR RELEASE SPECIFICATIONS

An RFR notification is sent from GSP to LSP to request for the release of the access service.

An RFR notification below shows the required information the GSP submits to LSP. This can be done by email with an attached excel spreadsheet (comma separated values-csv, or similar format).

(a) The spreadsheet must include a header row.

(b) Files must be sent as a batch file once per Business Day at 12.00pm NSW time, unless there are no instances of Connect Outstanding applicable for such Business Day.

(c) Separate emails must be sent for:

(i) RFR as a GSP; and

(ii) Response(s) to an RFR as a LSP.

LSPs are required to fill in the necessary response code on the RFR notification within the required timeframe to advise GSP of approval or objection of the access service, see response codes in Appendix E.

To assist with file processing, characters that:

(a) are acceptable include:

ABCDEFGHIJKLMNOPQRSTUVWXYZ

! @ # $ % ^ & ( ) _ + 1 2 3 4 5 6 7 8 9 0 - = , . ; ' { } [ ]

(b) are not acceptable are:

\ / : * ? " < > |

Blank rows must not be included.

Blank columns must not be included. Blank values within columns are only allowed for Optional fields (see Appendix C).

The address format must be as per Appendix C.

The email subject line must be <GSP Optus Request For Release 20160108>, to include:

(a) The originating SP

(b) That the email contains either:

(i) An RFR file from a GSP, or

(ii) Responses to a RFR from a LSP;

(c) The date of the RFR batch file;

(d) The technology type that the RFR is in relation to; and

(e) A unique reference ID which identifies the RFR attached to the email.

NOTE: Examples of a unique reference ID for GSP and LSP are:
(a) GSPOptus20150430ULLRFR0002 and
(b) LSPOptus20150430NBNFTTPRFRR0004.

The RFR filename must:

(a) use 3 letter EPID title and keep variable at the end for sorting e.g. GSP_Opt_RFR _20160108.xls

(b) add character suffix if a second file required GSP_Opt_RFR _20160108a.xls

C RFR NOTIFICATION

The information required on the spreadsheet is:

Attribute Name	Length	Comment	Mandatory
Reference number (to be filled out by GSP for their reference)	CHAR (10)	eg '00000000001'	Y
Date of proposed connection	CHAR (8)	Format 'YYYYMMDD'	Y
Location ID	CHAR (15)		Y (if available, otherwise full address)
Additional address info (blank if none)	CHAR (18)	eg 'ABA TOWERS'	O
Sub address type (blank if none)	CHAR (6)	eg 'UNIT'	O
Sub address number (blank if none)	CHAR (6)	eg 'A'	O
Street number	CHAR (5)	eg '75'	M
Street name	CHAR (25)	eg 'WOOD'	M
Street type	CHAR (8)	eg 'ST'	M
Street suffix	CHAR (6)	eg 'NORTH'	O
Locality	CHAR (40)	eg 'ST KILDA'	M
Postcode	NUM (4)	eg '5038'	M
Response code (filled out by LSP)	NUM 2)	eg '01'	M
Vacancy / availability date (filled out by LSP if required)	CHAR (8)	Format 'YYYYMMDD'	O
Cancellation order (filled out by LSP if required)	CHAR (13)	eg '1234567890123'	O
Date POD sighted by GSP	CHAR (8)	Format 'YYYYMMDD'	O
NTD Port ID (if known)			O

D RFR RESPONSE

The LSP chooses the appropriate Response Code depending on approval or objection of the RFR and adds this to the spreadsheet for the RFR Response to GSP.

Reference Number	New Occupancy Date	Location ID	Additional Addr Info	Sub Addr Type	Sub Addr No	Str No	Street Name	Str Type	Str Suffix	Locality	Postcode	Date POD Sighted by GSP	Response Code	Denial Reason	Vacancy/Availability Date	Cancellation Order	Approve Telstra to Cancel Y/N
SAMPLE	*28/02/2016*	*NBN00000000*	*Building 1*	*Unit*	*1*	*367*	*Railway*	*Pde*	*Sth*	*North Hampton*	*3258*	*16/02/2016*	*002*	*Current Customer is ill and not moving until a later date*	*15/03/2016*	*12345678*	
Key																	
GSP Completes													Telstra Completes				LSP Completes

E RESPONSE CODES

Code	Reason
01	Customer not moving (if customer is moving at a later date and this is known by the LSP, LSP will fill in the field in the spreadsheet so GSP can update their request and resend RFR when/if required)
02	Incorrect Service Address (Service Address provided by ASD is inconsistent with the Service Address recorded by the LSP)
03	Incorrect Service ID (Service ID provided by ASD is inconsistent with the Service ID recorded by the LSP (Not in use).
04	Possible churn
05	Cancellation order has been submitted or service has been cancelled
06	Additional time required to contact End User
07	Transfer request required (ULL transfer loss or NBN access transfer loss notification required)

F ACCESS SEEKER FTTB/N MIGRATION 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 contact matrix on their website – www.commsalliance.com.au, as updated from time to time. Updates will be made within one Business Day of notification of the change. The contact list is password protected.

Example format:

Access Seeker Name	Migration Query Type	Phone	Email	Technical Contact	1st level Escalation	2nd level Escalation
	Reinstatement / Reversal / Amendment					

Comment [nbn33]: Category types (Reinstatement / Reversal / Amendment) are not defined in the Code. Suggests need for this column is reviewed.

PARTICIPANTS

The Working Committee responsible for the revisions made to this Code consisted of the following organisations and their representatives:

Organisation	Membership	Representative
Australian Communications Media Authority (ACMA)	Non-voting	Gerry O'Reilly
Department of Communications and the Arts	Non-voting	Tennille Calloway
iiNet	Voting	Jerry Smyth
iiNet	Non-voting	Gregory Tutin
NBN Co	Voting	Kim Summers
Optus	Voting	Bryan Ridge
Telstra	Voting	Craig McAinsh
Telstra	Non-voting	Robert Clark
Vocus	Voting	Chris Kulpa

Craig Purdon of Communications Alliance provided project management support.

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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