

Commonwealth of Australia

Telecommunications Act 1997

**Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997
(Amendment No. 1 of 2003)**

I, RICHARD KENNETH ROBERT ALSTON, Minister for Communications, Information Technology and the Arts, make the following Declaration under subsection 63(5) of the *Telecommunications Act 1997*.

Dated 14 July 2003.

RICHARD ALSTON

Minister for Communications, Information Technology and the Arts

1 Name of Declaration

This Declaration is the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2003)*.

2 Commencement

This Declaration commences on gazettal.

3 Amendment of the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997

Schedule 1 amends the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997.

Schedule 1 Amendments

(clause 3)

[1] After clause 28

insert

Obligations in relation to the provision of mobile phone coverage in selected population centres

29. (1) In this clause:

Actual Acceptance Date has the same meaning as in the Agreement.

Agreement means the Deed of Agreement dated 11 July 2002, as amended from time to time, between the Commonwealth and the licensee in relation to the provision of funding under the regional mobile phone program for mobile phone coverage in selected population centres.

Coverage has the same meaning as in the Agreement.

Designated Town has the same meaning as in the Agreement.

Operational Coverage Map has the same meaning as in the Agreement.

Roaming has the same meaning as in the Agreement.

Services has the same meaning as in the Agreement.

(2) In this clause, a reference to the date on which the Services come into operation is a reference to the date on which the acceptance of the Services is completed as specified in item 2.11 of Schedule 1 of the Agreement.

(3) On or after the date on which the Services come into operation in each Designated Town, the licensee must:

- (a) provide mobile telephone services to each Designated Town; and
- (b) ensure that the area of Coverage in public coverage maps issued by the licensee after the provision of the Operational Coverage Maps is at least equal to the coverage shown in the Operational Coverage Maps; and
- (c) provide Coverage in accordance with Schedule 1 of the Agreement and the area shown in the Operational Coverage Maps; and

(d) provide for complaints handling and reports on complaints handling as provided for in Item 2.12 of Schedule 1 of the Agreement and Item 1.1(c)(iv) of Schedule 7 of the Agreement.

(4) On or after the Actual Acceptance Date, the licensee must, in relation to each Designated Town:

(a) make offers of Roaming (where applicable) as provided for in Item 2.8 of Schedule 1 of the Agreement; and

(b) maintain and upgrade service levels to the same standard that is generally available to the rest of the licensee's network; and

(c) provide comparable pricing and features to those generally available to the rest of the licensee's network; and

(d) provide continued opportunities for Australian and New Zealand suppliers under the conditions that apply to the Agreement; and

(e) provide the reports specified in Item 4 of Schedule 7 of the Agreement.

(5) Paragraph (3)(a) will continue, subject to applicable legislation:

(a) for a period of 5 years; and

(b) for a further period of 5 years unless the Commonwealth agrees (with the Commonwealth not to unreasonably withhold its consent) that external technological and/or regulatory changes make it commercially impracticable or unviable for the licensee to provide the Services in a Designated Town or which otherwise require the licensee to review the method by which mobile telephone coverage is provided in the Designated Town.

(6) Paragraphs (3)(b), (3)(c), (3)(d) and subclause (4) will continue until the date that is 5 years from the Actual Acceptance Date.

(7) The obligations of the licensee under this clause are subject to:

(a) clause 7 of the Agreement; and

(b) any amendments to those obligations agreed between the Commonwealth and the licensee.

Obligations in relation to the provision of mobile phone coverage on selected highways

30. (1) In this clause:

Actual Acceptance Date has the same meaning as in the Agreement.

Agreement means the Deed of Agreement dated 15 August 2002, as amended from time to time, between the Commonwealth and the licensee in relation to the provision of funding under the regional mobile phone program for mobile phone coverage on selected highways.

Coverage has the same meaning as in the Agreement.

Designated Highway has the same meaning as in the Agreement.

Operational Coverage Map has the same meaning as in the Agreement.

Roaming has the same meaning as in the Agreement.

Services has the same meaning as in the Agreement.

(2) In this clause, a reference to the date on which the Services come into operation is a reference to the date on which the acceptance of the Services is completed as specified in item 2.11 of Schedule 1 of the Agreement.

(3) On or after the date on which the Services come into operation in relation to each Designated Highway, the licensee must:

- (a) provide mobile telephone services to each Designated Highway; and
- (b) ensure that the area of Coverage in public coverage maps issued by the licensee after the provision of the Operational Coverage Maps is at least equal to the coverage shown in the Operational Coverage Maps; and
- (c) provide Coverage in accordance with Schedule 1 of the Agreement and the area shown in the Operational Coverage Maps; and
- (d) provide for complaints handling and reports on complaints handling as provided for in Item 2.12 of Schedule 1 of the Agreement and Items 1.1(c)(iv) and 4.1(d) of Schedule 7 of the Agreement.

(4) On or after the Actual Acceptance Date, the licensee must, in relation to each Designated Highway:

- (a) make offers of Roaming (where applicable) as provided for in Item 2.8 of Schedule 1 of the Agreement; and
 - (b) maintain and upgrade service levels to the same standard that is generally available to the rest of the licensee's network; and
 - (c) provide comparable pricing and features to those generally available to the rest of the licensee's network; and
 - (d) provide continued opportunities for Australian and New Zealand suppliers under the conditions that apply to the Agreement; and
 - (e) provide the reports specified in Item 4 of Schedule 7 of the Agreement.
- (5) Paragraph (3)(a) will continue, subject to applicable legislation:
- (a) for a period of 5 years; and
 - (b) for a further period of 5 years unless the Commonwealth agrees (with the Commonwealth not to unreasonably withhold its consent) that external technological and/or regulatory changes make it commercially impracticable or unviable for the licensee to provide the Services to a Designated Highway or which otherwise require the licensee to review the method by which mobile telephone coverage is provided along the Designated Highway.
- (6) Paragraphs (3)(b), (3)(c), (3)(d) and subclause (4) will continue until the date that is 5 years from the Actual Acceptance Date.
- (7) The obligations of the licensee under this clause are subject to:
- (a) clause 7 of the Agreement; and
 - (b) any amendments to those obligations agreed between the Commonwealth and the licensee.