

Explanatory Statement

Issued by the Authority of the Minister for Communications,
Urban Infrastructure, Cities and the Arts

Telecommunications Act 1997

Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021

Authority

The *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021* (the Amendment Instrument) is made under subsection 63(5) of the *Telecommunications Act 1997* (the Act). Subsection 63(5) of the Act confers power on the Minister to vary an instrument made under subsection 63(2) that declares that a particular carrier is subject to specified licence conditions.

Purpose

The Amendment Instrument amends the *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Declaration 2019* (the Original Instrument) to include new requirements within Telstra's carrier licence conditions (CLCs). The new licence conditions require Telstra to improve its reporting on its delivery of voice services in regional and remote areas of Australia under the Universal Service Guarantee (USG).

The purpose of the Amendment Instrument is to obtain more frequent, localised and detailed data that will provide a more comprehensive understanding of Telstra's performance in delivering voice services in rural and remote areas. The reporting requirements are focussed on premises outside the NBN fixed-line footprint, where Telstra is still required to provide infrastructure to deliver standard telephone services (STS). Telstra will be obliged to report publicly each quarter against a number of key indicators, and report even greater information to the Department of Infrastructure, Transport, Regional Development and Communications (the Department) and the Australian Communications Media Authority (ACMA), as well as providing some historical data as a baseline.

This will allow the Government to more effectively monitor Telstra's performance and make comparisons over time. The reporting framework will also provide a detailed evidence base of Telstra's performance that can be used to inform the design of further action, if necessary. In particular, the Amendment Instrument is focussed on gaining a greater understanding of Telstra's localised delivery of voice services. By requiring Telstra to report data at a more granular level, the arrangements provide the community with greater transparency and awareness of how Telstra is performing in specific areas in regional and remote Australia. The additional data can also help to identify individual areas of poor performance that may warrant further attention, including locations where community feedback has raised concerns.

The Amendment Instrument is a legislative instrument for the purposes of the *Legislation Act 2003*. The Amendment Instrument commences the day after it is registered.

Details of the Amendment Instrument are set out in [Attachment A](#).

Background

In December 2018, the Government confirmed it was introducing a Universal Service Guarantee (USG) for broadband and voice services. The broadband component is primarily delivered via the National Broadband Network (NBN), which must also support voice services on its fixed line and fixed wireless networks. The USG also incorporates the long-standing Universal Service Obligation (USO), under which Telstra is required to provide reasonable access to STS upon request nationally. Within the NBN fixed-line footprint, Telstra generally uses the NBN to provide voice services. Outside this footprint in rural and remote Australia, Telstra continues to use its own existing network. The Government has stated the USO will remain in place as an important consumer safeguard, particularly for the approximately 8 per cent of premises currently located outside the NBN fixed-line footprint.

Under its statutory and contractual USO requirements, Telstra must provide aggregate, national information to demonstrate that it meets applicable connection and repair timeframes in 90% of cases under the Customer Service Guarantee (CSG). The Network Reliability Framework (NRF) is a further legal requirement under Telstra's existing CLCs that require it to publish monthly data on network reliability and availability, improve the operation of poorly performing parts of its network and report on its performance to the ACMA.

While existing data indicates service delivery by Telstra in rural and remote Australia is generally sound overall, community feedback has indicated there are pockets of strong concern about Telstra's performance. Regional stakeholders have raised concerns with the Government regarding Telstra's ongoing maintenance of its copper and HCRC (High Capacity Radio Concentrator) networks. Feedback has also highlighted localised instances of high fault rates, repeated faults and slow service restoration. Similar feedback has been submitted to the 2021 Regional Telecommunications Review.¹

In this context, the Government has decided to introduce additional requirements into Telstra's CLCs. The Amendment Instrument will provide more frequent, localised and detailed information than Telstra has previously reported against CSG benchmarks and under the NRF, allowing Government and the community to better understand the localised performance and reliability of Telstra's network. The additional data could also assist with designing other measures to improve service delivery if warranted.

The Original Instrument was made on 25 March 2019 and came into force on 29 March 2019. It replaced an earlier version of Telstra's CLCs that was due to sunset on 1 April 2019, with minor changes that updated the drafting style and removed redundant obligations on Telstra.

Consultation

The Department of Infrastructure, Transport, Regional Development and Communications (the Department) undertook a public consultation process for a period of 30 days during October-November 2021, with stakeholders given the opportunity to provide feedback on a draft of the proposed instrument. One member of the public made a brief supportive submission. Five further submissions were received, from Telstra, NBN Co, Optus, the

¹ See: www.infrastructure.gov.au/have-your-say/2021-regional-telecommunications-review

Australian Communications Consumer Action Network (ACCAN), and the Isolated Children's Parents' Association (ICPA).

Overall, all stakeholders supported introducing an instrument to provide greater information about Telstra's performance in rural and remote areas. Most submissions included suggestions about the detailed drafting of reporting requirements, some of which have been adopted in the final Amendment Instrument.

Telstra raised concerns about its inability to report some of the information proposed in the consultation draft, and made a number of recommendations it considered would provide the community with more meaningful data on its performance sooner. NBN Co, Optus, ACCAN and the ICPA made suggestions related to the drafting of specific provisions. Section 11B was amended to address some concerns about potential privacy issues. Some of these submissions highlighted broader concerns about the transparency and accountability of Telstra's delivery of voice services under the USO. These go to wider issues than those being addressed by the Amendment Instrument and will be considered further as warranted.

The Australian Communications and Media Authority (ACMA) separately suggested it would be useful to clarify the roles and responsibilities of it and the Department in using the data reported by Telstra. As well as providing more information to the public, the Amendment Instrument has been drafted on the basis that the information will be used by the Department for a wide range of monitoring, policy development and contract management purposes. The intention is that the data will be a resource the ACMA can draw on if and as required as the regulator. It is not envisaged the ACMA will undertake detailed analysis or reporting using the data as a day-to-day function. If Telstra was only required to report information to the Department, it may prove difficult for it to be readily shared with the ACMA in the future if needed.

Regulatory Impact Statement

A preliminary assessment of the proposal to make the Amendment Instrument was provided to the Office of Best Practice Regulation (OBPR) to determine whether a Regulatory Impact Statement (RIS) was required. The OBPR assessed the proposal as having a no more than minor regulatory impact and advised no RIS was required (OBPR ID: 44696).

Statement of compatibility with human rights

A statement of compatibility with human rights for the purposes of Part 3 of the *Human Rights (Parliamentary Scrutiny) Act 2011* is set out at [Attachment B](#).

Attachment A

Details of the *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021*

Section 1 – Name

This section provides that the name of the Amendment Instrument is the *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021*.

Section 2 – Commencement

This section provides for the Amendment Instrument to commence on the day after it is registered on the Federal Register of Legislation.

Section 3 – Authority

This section provides that the Amendment Instrument is made under subsection 63(5) of the *Telecommunications Act 1997*.

Section 4 – Schedules

Section 4 provides that each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Schedule 1 – Amendments

Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Declaration 2019

Clause 1 Section 4

Clause 1 inserts definitions for the terms *CSG service*, *CSG standard*, *fault or service difficulty*, *quarter* and *Secretary* into section 4 of the Original Instrument.

The terms *CSG service*, *fault or service difficulty* and *quarter* are defined to mean the same as previously defined in subsection 14(1) of the Original Instrument. These definitions are repealed from subsection 14(1) by clause 3 of the Amendment Instrument.

The term *CSG Standard* is defined to mean the *Telecommunications (Customer Service Guarantee) Standard 2011*, as previously set out in item (1A) of Schedule 1 within the Original Instrument. Item (1A) is repealed by clause 4 of the Amendment Instrument.

The term *Secretary* is defined to mean the Secretary of the Department of Infrastructure, Transport, Regional Development and Communications (the Department).

Clause 2 After section 11

Clause 2 inserts the additional carrier licence conditions into the Original Instrument. The additional requirements are set out in six new sections (11A to 11F) inserted after section 11 of the Original Instrument.

Section 11A – Preliminary provisions

Section 11A provides preliminary provisions for the purposes of sections 11A to 11F. Subsection 11A(1) sets out specific definitions for terminology used in sections 11A to 11F that is not defined in other sections of the Original Instrument.

The term *another network* is defined to mean any telecommunications network other than a Telstra network or the national broadband network (NBN).

The term *appointment* is clarified to be an appointment for either the connection of a service or the rectification of a fault or service difficulty.

An *authorised officer* is clarified to mean an SES employee or acting SES employee in the Department who is designated by the Secretary for the purpose of the additional reporting requirements. If designated, an authorised officer may act on behalf of the Secretary by receiving reports from Telstra, notifying Telstra of specific requirements such as regarding the form and manner of reporting, and approving relevant requests from Telstra related to the timeliness, form and manner of reporting. Subsection 11A(2) establishes that the Secretary must designate authorised officers by written notice given to Telstra, and notes that the terms SES employee and acting SES employee are defined in section 2B of the *Acts Interpretation Act 1901*.

The term *complaint* is defined to mean an expression of dissatisfaction made to Telstra about either a service or the complaints handling process itself, where a response or resolution is expected by the customer. This is clarified as not including an initial call by the customer to request support or information, or to report a fault or service difficulty, unless the customer advises that they want the call to be treated as a complaint. The term does not apply to any issue that is the subject of legal action.

The definition for *complaint category* sets out the various kinds of complaints that are covered under section 11E(12) of the Amendment Instrument. Following feedback from Telstra during formal consultation, the categorisation originally proposed was amended to better match Telstra's existing complaint handling systems. The requirement covers complaints related to:

- sales and orders, such as complaints about connection delays, unprocessed service disconnections, technician appointments, a lack of clear information provided at point of sale, or changing providers (e.g. number porting or customer churn);
- billing and accounts, such as complaints about refund or credit owed, credit management action, billing or payment, or privacy or fraud;

- faults, including complaints about no service, intermittent service or drop outs; and
- Telstra being uncontactable or difficult to contact.

The term *contact* is defined to mean any call, online chat session, email exchange or message exchange where Telstra operates a formal channel to provide support or sales assistance in relation to a service. For contact via an email or series of emails, this includes any instance where an email is generated by a form on Telstra’s website or other systems. Telstra may be expected to be contacted for a variety of reasons, including requests for it to connect, cancel or relocate a service, make or change an appointment, or activate or deactivate a particular feature of a service. It may also be contacted by a consumer wanting to report a fault or service difficulty, or enquire about service terms and conditions, customer equipment, and billing or charging.

The scope of contacts covered under this definition was further considered and adjusted in the final Amendment Instrument following consultation with stakeholders. ICPA considered that the definition should include text messages where it is possible for a customer to utilise this form of contact. While Telstra indicated it does not presently offer text messaging, or live chat, as primary forms of contact, the term ‘chat or messaging’ has been adopted to ensure that the reporting requirements cover these forms of contact if Telstra does offer them in the future. Telstra also noted that it does not presently offer email as a primary point of contact and recommended that requirements for it to report on email contacts that were substantively engaged with (under subsections 11C(2) and 11E(11)) only be applied where email is used in this fashion. This suggestion did not require any adjustments to the final Amendment Instrument, as the definition for ‘contact’ already provides for Telstra’s reporting to only cover contacts on formal channels it uses to provide support or sales assistance.

The term *CSG geographic category* is clarified to mean either urban, major rural, minor rural or remote areas. These four categories of geographic areas are defined as set out in the *Telecommunications (Customer Service Guarantee—Retail Performance Benchmarks) Instrument (No. 1) 2011*.

The term *exemption event* is defined to mean a set of circumstances beyond the control of Telstra to which it is exempt under section 21 of the CSG Standard.

The term *fixed-line footprint* is defined as meaning the areas of Australia where fixed-line services are supplied or available, or proposed to be supplied or available.

The term *fixed wireless technology platform* is established as having the meaning that is generally accepted within the telecommunications industry.

The term *initial reporting period* is established as meaning the period beginning on 1 January 2019 and ending on 31 December 2021. This specifies the period of time for which Telstra must provide historical data to the ACMA and the Department under section 11D of the Amendment Instrument.

The term *in-place connection* is established as having the same definition as provided by item 101 of Schedule 1 to the CSG Standard.

A *kept* appointment is clarified to be determined by the criteria set out in section 17 of the CSG Standard.

The term *licensee network* is established as meaning either a network owned by Telstra or any other network over which Telstra is in a position to exercise control (as determined by section 577Q of the Act).

The definition for *local access technology* sets out the different networks and technological platforms covered under the reporting requirements set out in section 11E of the Amendment Instrument. If services are provided over a Telstra network, this includes fibre to the premises (FTTP), high capacity radio concentrators (HCRC), a line to the premises that does not use FTTP or HCRC, a fixed wireless platform, or a satellite. Services provided over the NBN are covered if they are provided over its fixed wireless or satellite networks. Services provided over an alternative network are covered if they are provided through the use of FTTP, a line to the premises without FTTP, a fixed wireless platform, or a satellite.

The term *mass outage event* is defined as meaning an exemption event covered by paragraphs 21(2)(b-c) of the CSG Standard. This generally means an event in which a natural disaster or extreme weather conditions have restricted Telstra from connecting a service or rectifying a fault or service difficulty.

A *missed* appointment is clarified to be determined by the criteria set out in section 17 of the CSG Standard.

The term *national broadband network* is clarified to have the same meaning as in the *National Broadband Network Companies Act 2011*.

The definition for the term *relevant ESA* excludes exchange service areas (ESAs) where all premises are located within the NBN fixed-line footprint. This provides for the reporting requirements set out in sections 11B-F of the Amendment Instrument to focus on services in rural and remote areas beyond the NBN fixed-line footprint.

The term *relevant exemption* is defined to mean a provision of Part 3 (excluding section 18) of the CSG Standard under which Telstra is exempt from compliance with a performance standard established in Part 2 of that standard.

The term *reportable service* is defined to mean a CSG service that is supplied, or has been requested to be supplied, within a relevant ESA. This excludes fixed-line carriage services supplied using the NBN as the focus of the CLCs is Telstra's delivery outside the NBN fixed-line footprint, including where NBN fixed wireless or satellite is used.

The term *required information* is defined to mean the information set out in subsections 11D(2) and 11E(2), which in turn provide that Telstra is required to provide to the ACMA

and the Department under either subsections 11D(3-7) or 11E(3-12) of the Amendment Instrument.

The term *substantively engaged with* is clarified to describe a contact when an individual operator first engages with a customer or proposed customer regarding the substantive issue raised as part of the contact. It is noted that this excludes a contact where a human operator or automated customer system has simply acknowledged the contact, such as through telling the caller they will be placed on hold or via an automatically generated reply email.

The term *unique exemption event identifier* is defined to mean a unique numeric or alphanumeric identifier that refers to a specific exemption event. If the event is a mass outage, this will be the identifier displayed in the public notice of the event Telstra must publish in accordance with section 25 of the CSG Standard. Any other exemption event is to be identified by a numeric or alphanumeric code used by Telstra.

The term *unique service identifier* is clarified to mean an identifier used to distinguish each individual service covered under the reporting requirements set out in section 11E of the Amendment Instrument. Services with telephone numbers are to be identified by those numbers. Services without telephone numbers are to be identified by a numeric or alphanumeric identifier that is different to any other telephone number.

Section 11B – Public information on names of relevant ESAs

Section 11B sets out the requirement for Telstra to provide public information on the names of ESAs. Under subsection 11B(1), Telstra is required to provide an online system that will allow a user of its website to identify the ESA for any single premises. This is designed to create a simple and accessible way for members of the public to identify their relevant ESA. When used in conjunction with the public reports published quarterly by Telstra under section 11C, consumers will be able to see the overall performance of voice services in their area.

Subsection 11B(2) requires the system to be automatic, so that any user who enters an address for a relevant service will be automatically provided with the name of the corresponding ESA. If there is no relevant ESA, the system must provide a statement to that effect which includes the reason.

Subsection 11B(3) provides that Telstra must make the system available by the time the first public report is required under the new reporting arrangements set out in section 11C.

Subsection 11B(4) establishes that the system must not require a user to pay a fee or charge, register, or provide additional information apart from the relevant address. This provision is designed to ensure the system is accessible for all members of the public requesting information.

Subsection 11B(5) provides for the system to be constantly available and provide immediate information to all members of the public. Specifically, Telstra is required to take all

reasonable steps to ensure that a user can access the system at all times and be provided with an immediate response to any request for information.

Section 11C - Public reporting on certain CSG services in relevant ESAs

Section 11C sets out the requirement for Telstra to publish quarterly reports on its delivery of voice services located outside the NBN fixed-line footprint, at ESA level. As set out in subsection 11C(1), each report will provide information on Telstra's performance in each ESA against a number of key indicators, including service reliability, service connection, fault rectification, as well as its handling of appointments and customer complaints. These reports must be provided within 28 days of the end of each quarter, beginning with the first quarter of 2022 (i.e. the quarter spanning 1 January-31 March 2022). Accordingly, Telstra will be required to make public its first quarterly report in April 2022.

Paragraphs 11C(1)(a-c) set out the preliminary information Telstra is required to include in each report, including the name of the relevant ESA, the number of services supplied during the quarter, as well as the number of addresses of premises to which these services were supplied. Reporting of the number of services and the number of premises will enable the average number of services per premises to be calculated.

Paragraph 11C(1)(d) provides that Telstra must report the average percentage of time for which services were not affected by a fault or service difficulty during the relevant quarter. This will indicate the average availability of the reportable services.

Paragraphs 11C(1)(e-h) provide for Telstra to publish information relating to the connection of services in each relevant ESA. Telstra is required to report the numbers of services that were connected in which there was, and was not, an existing in-place connection at the premises. Telstra must also report the percentage of these totals that were connected within the timeframes set out in the CSG Standard.

Paragraphs 11C(1)(i-l) require Telstra to provide information on faults and service difficulties that affect services at any time during each quarter. This includes reporting the number of faults and service difficulties, as both a total number and as a proportion of the number of all reportable services. Telstra must also provide information on the rectification of faults and service difficulties, including the total number that were rectified and the percentage that were rectified to meet timelines set out in the CSG Standard.

Paragraphs 11C(1)(m-n) require Telstra's reports to include information about appointments. As set out in the definition of *appointment* in subsection 11A(1), this includes appointments for both service connections as well as fault or service difficulties. Telstra is required to report the total number of appointments that were scheduled to take place during the quarter and were not cancelled or rescheduled in accordance with section 16 of the CSG Standard. Reports must also include the percentage of these appointments that were kept by Telstra in accordance with section 17 of the CSG Standard.

Paragraph 11C(1)(o) requires Telstra to publish the number of complaints made by customers in relation to any services that were supplied or proposed to be supplied in the relevant quarter.

Subsection 11C(2) provides that Telstra must also publish a separate report each quarter containing information about contacts it receives in relation to services supplied, or proposed to be supplied. These reports are required to contain aggregate information on contacts for all reportable services, but not broken down by each individual relevant ESA. This reflects feedback from Telstra, provided during consultation, that it handles customer enquiries through national channels and more granular reporting would require additional time and cost for systems development. Reports must be provided within 28 days of the end of each quarter, beginning with the first quarter of 2022 (i.e. the quarter ending on 31 March), with the first report being available in April 2022.

Under paragraph 11C(2)(a), Telstra must report the total number of contacts it receives across all reportable services during the quarter, including any calls, chat sessions, individual emails or individual messages, as well as any series of emails or messages in a chain of correspondence that were not closed by the end of the quarter.

Paragraph 11C(2)(b) provides that Telstra must also report the proportion of these contacts that it substantively engages with within specified timeframes. For a call or online chat session, the timeframe for substantive engagement with the relevant customer is within 3 minutes of the start of contact. For an email or message or a series of emails or messages, the maximum timeframe is 2 working days from receipt.

Subsection 11C(3) provides that Telstra must take all reasonable steps to ensure that each quarterly report is publicly available on its website for at least 5 years after it is published. This is so members of the public can see trends in the data (and performance) over time.

Section 11D – Reporting to the ACMA and the Secretary on certain CSG services in relevant ESAs for the initial reporting period

Section 11D sets out requirements for Telstra to provide historical information to the ACMA and the Secretary (or authorised officer) of the Department on its past delivery of voice services in ESAs located outside the NBN fixed-line footprint. The intention is for this historical data to be used for comparing present performance with past performance, noting Telstra has indicated, and the Department accepts, there are limitations to the historical data Telstra holds, both in terms of its scope and ESA boundaries (see below).

As set out in subsection 11D(1), Telstra must provide a report within 3 months of the end of the initial reporting period containing information related to the performance of voice services in each calendar month within this period. The initial reporting period begins on 1 January 2019 and ends on 31 December 2021. As such, Telstra will be required to provide this report by 31 March 2022.

Historical reporting obligations have been amended following feedback submitted by Telstra to consultation on a draft of the Amendment Instrument. As originally proposed, Telstra was required to provide the same information in historical reports as for forward reporting, including data relating to service connection, fault or service difficulties, fault rectification, appointments, exemption events, the types of technology used to supply services, contacts and complaints. However, Telstra raised practical concerns during consultation about its inability to provide some of this information on a historical basis, due to a range of factors. As a result, a narrower set of data based on existing NRF Level 1 requirements has been adopted. Accordingly, Telstra will provide the ACMA and Department with monthly percentage figures showing service availability and the number of voice services without faults, by relevant ESA.

Subsection 11D(2) sets out that the *required information* Telstra must provide in historical reports is the information specified in subsections 11D(3-7).

Subsections 11D(3-4) provide that the first table in each report must contain information relating to the geographical boundaries of relevant ESAs. Subsection 11D(3) establishes that, in relation to the month of January 2019 (the first month of the initial reporting period), the first table must include geographic coordinates that identify the boundaries of each ESA as at the end of that month. Under subsection 11D(4), the first table for all following months must specify whether the boundaries of the ESA were established or changed during the previous month. If there are new or revised boundaries, the report must include new geographic coordinates to identify these boundaries. If the boundaries of the ESA remain unchanged from the previous month, Telstra must provide a statement to that effect.

Subsection 11D(5) requires the second table in each report to contain the total number of reportable services supplied during the month for each relevant ESA.

Subsection 11D(6) requires the third table in each report to contain, for each relevant ESA, the percentage of reportable services supplied during the month that did not have any fault or service difficulty.

Subsection 11D(7) requires the fourth table in each report to contain the average availability of reportable services in each relevant ESA, as a percentage of the total possible available time in the applicable month.

Section 11E –Reporting to the ACMA and the Secretary on certain CSG services in relevant ESAs for the subsequent report period

Section 11E sets out the requirements for Telstra to provide information to the ACMA and the Department after the initial reporting period. As provided by subsection 11E(1), Telstra must on a quarterly basis provide the ACMA and the Secretary (or authorised officer) of the Department with information relating to the performance of voice services by ESA in each calendar month within the relevant quarter. These reports must be provided within 28 days of the end of each quarter, beginning with the first quarter of 2022 (i.e. the quarter ending on 31

March). Accordingly, Telstra will be required to provide its first quarterly report by 28 April 2022.

Subsection 11E(2) establishes that the *required information* Telstra must provide for reporting going forward is the information specified in subsections 11E(3-12). This includes data relating to service connection, fault or service difficulties, fault rectification, appointments, exemption events, the types of technology used to supply services, contacts and complaints.

Subsection 11E(3) provides that the first table in each report must contain information relating to the geographical boundaries of relevant ESAs. Telstra must specify whether the boundaries of each ESA were established or changed during the previous month. If there are new or revised boundaries, the report must include new geographic coordinates to identify these boundaries. If the boundaries of the ESA remain unchanged from the previous month, Telstra must provide a statement to that effect.

Subsection 11E(4) provides that the second table must include specific information about each individual service supplied by Telstra during the month. For each service, Telstra must provide the unique service identifier, the name of the relevant ESA, the local access technology used, as well as the CSG geographic category for the area in which the service is supplied.

Subsection 11E(5) requires the third table to contain information related to the number of services supplied in each ESA for each CSG geographic category (i.e. urban areas, major rural areas, minor rural areas, or remote areas). For each category, Telstra must provide the number of reportable services as well as the number of addresses of premises to which those services were supplied.

Subsection 11E(6) provides that the fourth table must contain information related to the type of local access technology used to supply reportable services. For each relevant ESA, Telstra must report the number of services it supplied using each kind of technology (set out in the definition of *local access technology* in section 11A), as well as the number of addresses of premises to which those services were supplied.

Subsection 11E(7) provides that the fifth table must include information related to the connection of services. This provision covers all requests made to Telstra for the connection of a service, including those that were completed or cancelled during the month, or incomplete at the end of the month. For each request, Telstra must provide:

- the unique service identifier;
- a statement of whether there was an existing in-place connection at the premise or a new connection was required for a service to be provided;
- the CSG geographical category which applies to the premises as relevant to connection requirements under the CSG Standard (Division 2 of Part 2);
- the date on which connection was first requested;

- the date by which connection is, was or would have been required under Division 2 of Part 2 of the CSG Standard (disregarding any relevant exemption);
- a statement as to whether Telstra complied with the connection requirements under the CSG Standard (Division 2 of Part 2) and, if it did not, the reason(s);
- what relevant exemption (if any) applies to the connection timeframe, as well as the relevant unique exemption event identifier; and
- the reason if a request for connection was cancelled.

For service connections that were completed, Telstra must provide the date of connection, the number of working days (if any) taken to complete the connection, as well as the number of working days (if any) the connection exceeded the connection timeframe under Division 2 of Part 2 of the CSG Standard. If connection requests were cancelled during the month or incomplete at the end of the month, Telstra must provide a statement to that effect. For service connections that were cancelled, Telstra must also provide a reason as to why.

Subsection 11E(8) requires the sixth table to provide information related to faults and service difficulties. This provision covers all faults or service difficulties, including those that were rectified, not rectified, or closed by Telstra without being rectified. For each fault or service difficulty, Telstra must provide:

- the unique service identifier;
- the CSG geographical category which applies to the premises under the CSG Standard (Division 3 of Part 2);
- the date on which the fault or service difficulty was reported;
- the nature and cause of the fault;
- the date by which rectification is, was or would have been required (in accordance with Division 3 of Part 2 of the CSG Standard);
- a statement as to whether Telstra complied with the rectification requirements under the CSG standard (Division 3 of Part 2), and if it did not, the reason(s);
- what relevant exemption (if any) applies to the rectification timeframe, as well as the relevant unique exemption event identifier; and
- if a fault or service difficulty was closed, the reason(s).

For faults or service difficulties that were rectified, Telstra must provide the date of rectification, the number of working days (if any) taken to rectify the fault or service difficulty, and the number of working days (if any) the rectification exceeded the timeframe required under Division 3 of Part 2 of the CSG Standard. If a fault or service difficulty was not rectified or closed by the licensee during the month, Telstra must provide a statement to that effect. For faults or service difficulties that were closed, Telstra must also provide a reason as to why.

Subsection 11E(9) requires the seventh table to contain information related to appointments. This includes all appointments that were scheduled to take place during the month and were

not cancelled or rescheduled to take place after the month (in accordance with Division 4 of Part 2 of the CSG Standard). For each appointment, Telstra must provide:

- the unique service identifier of the relevant service;
- the CSG geographical category that applies to the premises under appointment requirements in the CSG Standard (Division 4 of Part 2);
- the appointment date;
- a statement as to whether the appointment was for a service connection or the rectification of a fault or service difficulty;
- the appointment time, or the start and end of the scheduled period of time;
- a statement as to whether Telstra kept or missed the appointment;
- a statement as to whether Telstra complied with the appointment requirements under the CSG Standard (Division 4 of Part 2), and if it did not, the reason(s); and
- the time Telstra attended the appointment (or, if applicable, a statement of no attendance).

The seventh table must also contain a statement that details whether an appointment was rescheduled and, if applicable, how many times as well as the reason(s) why. This specific provision has been drafted following feedback from the ICPA that proposed data related to rescheduled appointments should be captured in the new reporting arrangements. ICPA referred to community feedback it has received about delayed fault rectification in isolated areas due to Telstra rescheduling appointments.

Subsection 11E(10) provides that the eighth table contain information related to exemption events. For each exemption event which affected any reportable services during the month, Telstra must provide:

- a statement of whether the event was a mass outage;
- the unique exemption event identifier;
- a brief description of the nature of the event;
- the date on which the event first affected any reportable service;
- the date on which the event ended (if it has ended at the time of reporting);
- geographic coordinates identifying the boundaries of the area in which the event took place;
- the number of reportable services affected;
- the number of faults and service difficulties affecting such services ;
- the number of such faults and service difficulties that were rectified;
- the percentage of faults and service difficulties rectified within the relevant timeframe set out in the CSG Standard (disregarding the exemption); and
- information about connection requests within the affected area, namely the total number of requests, the number of such requests connected during the month, the percentage of those requests that were connected within the relevant timeframe set out in the CSG standard (disregarding the exemption), and the number not connected.

Subsection 11E(11) provides that the ninth table contain information related to contacts Telstra receives from customers in relation to reportable services. This provision covers all calls, chat sessions, emails and messages initiated during the month, as well as any chains of correspondence by email or message.

Telstra must report the total number of contacts received, as well as the number of contacts that it did, and did not, substantively engage with within specified timeframes. For a call or online chat session, the timeframe for substantive engagement with the relevant customer is 3 minutes. For an email or other message or a series of emails or other messages, the maximum timeframe is 2 working days from receipt. Information is also required on the number of contacts substantively engaged with after these timeframes and where contacts are abandoned by the customer or disconnected by the licensee before any substantive engagement or, in the case of email or other messages, not substantively engaged with in any way. Contacts not closed at the end of the month must also be reported. Where Telstra does not use a contact channel specified in subsection 11E(11), it can report the metric is not applicable.

For contacts that were substantively engaged with, Telstra must report, as appropriate to the type of contact:

- the number substantively engaged within the specified timeframes;
- the average duration of the contact (from substantive engagement to conclusion of contact);
- the percentage for which the relevant query or issue was resolved during the initial contact (for an email or series of email, initial contact is clarified as meaning Telstra's first substantive reply to the customer); and
- the number of contacts not yet substantively engaged with and carried forward to the following month.

Additionally, for calls and online chat sessions that Telstra did not substantively engage within the specified timeframe, Telstra is required to provide the number of such contacts and the average time between when the contacts were first received and when they are disconnected or closed. This is to understand the number of unanswered contacts of this kind abandoned by customers, or discontinued by Telstra, and the amount of time spent by customers trying to make these contacts. For emails and other messages, Telstra must report the number where it did not substantively engage with the contact within two days or did not do so in any way at all (i.e the contact was not actioned). Telstra must also report on contacts not closed at the end of each month, with the assumption being they will be carried forward for action in the following month..

Subsection 11E(12) requires the tenth table to contain information related to complaints made by customers in relation to reportable services. This provision covers any complaint that was either resolved or closed during the month, or unresolved at the end of the month. For each complaint, Telstra must provide:

- the unique service identifier;

- the date the complaint was made;
- the date the complaint was resolved (if applicable), or otherwise a statement that the complaint was unresolved or closed (without resolution);
- the complaint category (as set out in section 11A(1)); and
- for closed complaints, the reason(s) why the complaint was closed.

Section 11F – Form and manner of reporting to the ACMA and the Department

Section 11F sets out the form and manner in which Telstra is required to provide reports to ACMA and the Department under sections 11D and 11E.

As set out in subsection 11F(1), Telstra must provide each report in Excel spreadsheet format (.xlsx), or another electronic format approved by the Secretary or an authorised officer within the Department. The report must be provided in a single electronic file to the extent possible, and use separate tables to provide information related to each calendar month, as well as each set of required information provided under either subsections 11D(3-7) and 11E(3-12). Accordingly, it is envisaged that each report provided after the initial reporting period (i.e. under section 11E) will provide information using 30 separate tables – 10 tables for each grouping of required data, for each of the 3 months within the quarter.

Reports must be provided in a form that is easily understood and readable by a machine. Telstra must also ensure each report uses clearly labelled headings and includes a glossary of any abbreviations or acronyms used in the report.

Reports are also required to be provided through electronic communication, such as email or file sharing software. Telstra must send reports over a particular form of electronic communication, to a particular address, if notified in writing by the ACMA or the Department.

Clause 3 Subsection 14(1)

Clause 3 repeals the definitions of *CSG service*, *fault or service difficulty* and *quarter* in subsection 14(1) of the Original Instrument. These definitions are instead inserted into section 4 by clause 1 of the Amending Instrument.

Clause 4 Item (1A) of Schedule 1

Clause 4 repeals item (1A) of Schedule 1 within the Original Instrument. This item provides a definition for *CSG Standard*. The definition for *CSG Standard* is instead inserted into section 4 by clause 1 of the Amending Instrument.

Statement of Compatibility with Human Rights

Prepared in accordance with Part 3 of the
Human Rights (Parliamentary Scrutiny) Act 2011

Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021

The *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Amendment (Regional Service Information) Instrument 2021* is compatible with the human rights and freedoms recognised or declared in the international instruments listed in section 3 of the *Human Rights (Parliamentary Scrutiny) Act 2011*.

Overview of the Instrument

The Amendment Instrument has been made by the Minister for Communications, Urban Infrastructure, Cities and the Arts under subsection 63(5) of the *Telecommunications Act 1997*.

The Amendment Instrument varies the *Telecommunications (Carrier Licence Conditions—Telstra Corporation Limited) Declaration 2019* to include new reporting requirements within Telstra's carrier licence conditions.

Access to reliable, quality telecommunications is important to most facets of modern life, including social, economic, cultural and political activities. The new obligations require Telstra to improve its reporting on its delivery of voice services in rural and remote areas under the Universal Service Guarantee (USG). This will provide the community with more frequent, localised and detailed data, allowing a more comprehensive understanding of Telstra's performance in delivering telephone services outside the NBN fixed-line footprint, particularly where it continues to operate its own infrastructure.

During consultation on an earlier draft of the Amendment Instrument, stakeholder feedback raised concerns that requiring Telstra to enable the public to match phone numbers with exchange service area (ESA), albeit large geographical areas, could raise privacy and safety issues. The Amendment Instrument has been changed to prevent this. No other human rights issues have been identified.

Human rights implications

The Amendment Instrument does not engage any of the applicable rights or freedoms.

Conclusion

The Amendment Instrument is compatible with human rights as it does not raise any human rights issues.