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## **Migration Plan**

given by Telstra Corporation Limited to the Australian Competition and Consumer Commission on 23 August 2011 under section 577BDA of the Telecommunications Act 1997

Incorporating Amendments to ~~18 November 2019~~ ~~5 August 2021~~ ~~20 December 2021~~

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This Migration Plan was first given by Telstra Corporation Limited to the ACCC on 23 August 2011 under section 577BDA of the Act.

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## Background

- A The Commonwealth is proposing to deploy the NBN Fixed Line Network to pass 93% of Australian premises.
- B The Commonwealth established NBN Co to construct, own and operate the NBN Fixed Line Network.
- C Telstra has given the ACCC an Undertaking under subsection 577A(1) of the Act which came into force on 6 March 2012 and which requires that Telstra must (among other things) ensure that, by the Designated Day, it does not supply fixed-line carriage services to retail customers over a telecommunications network Telstra controls, other than as provided in the Networks and Services Exemption.
- D The Commonwealth's original proposal was to deploy the NBN Fixed Line Network as an FTTP network and the Migration Plan as originally approved by the ACCC was based on that model. The Commonwealth subsequently decided to deploy the NBN Fixed Line Network using a combination of fixed network technologies and the Migration Plan has been varied accordingly.
- E Telstra and NBN Co have agreed that Telstra will progressively disconnect fixed line carriage services (other than Exempt Services) that are supplied by Telstra to Premises within the Fixed Line Footprint using the Copper Network and HFC Network as the NBN Fixed Line Network is deployed.
- F Subject to the Varied Plan being approved by the ACCC, Telstra and NBN Co have agreed that in order to implement the Commonwealth's policy of using a combination of fixed network technologies, Telstra will transfer to NBN Co ownership and/or operational control of parts of the Copper Network and HFC Network as the NBN Fixed Line Network is deployed.
- G This Plan sets out certain actions that Telstra will take, and those processes which it will apply to:
  - (a) cease to supply fixed line carriage services (other than Exempt Services) using the Copper Network and HFC Network; and
  - (b) commence to supply fixed line carriage services using the NBN Fixed Line Network.
- H This Plan (in its original form) was given by Telstra to the ACCC under subsection 577BC(1) and in accordance with section 577BDA of the Act.
- I In a document accompanying the Undertaking, Telstra nominated for the purpose of subsection 577AA(1)(c)(vi) of the Act that the ACCC's acceptance of the Undertaking was to be subject to the ACCC approving this Plan (in its original form).

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# 1 Defined terms and interpretation

## 1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 10 (**Dictionary**) to this Plan, has the meaning given to it in the Dictionary;
- (b) which is not defined in the Dictionary, has the meaning given to it in the Undertaking; and
- (c) which is defined in the Act, but is not defined in the Dictionary or the Undertaking, has the meaning given to it in the Act.

## 1.2 Interpretation

- (a) Subject to clauses 1.2(b) and 1.2(c), the Dictionary sets out rules of interpretation for this Plan.
- (b) For the purposes of this Plan:
  - (i) Telstra disconnects a Premises from a Separating Network when that Premises is Passed and Telstra ceases to supply all Copper Services or HFC Services (other than Special Services and Special Service Inputs) to that Premises using that Separating Network;
  - (ii) Telstra disconnects a Separating Network in a Rollout Region when it ceases to supply Copper Services or HFC Services (other than Special Services and Special Service Inputs) using that Separating Network to any Premises in that Rollout Region that is Passed, other than Premises to which one of the circumstances in clause 16 applies;
  - (iii) Telstra disconnects a Copper Service or HFC Service supplied to a Premises in a Rollout Region that is Passed when it ceases to supply that service to that Premises using the Copper Network or HFC Network, respectively;
  - (iv) Telstra disconnects a Soft Dial Tone service from a Premises that is Passed when Telstra removes the Soft Dial Tone service from an active Copper Service supplied to that Premises;
  - (v) a Copper Path connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of that Copper Path;
  - (vi) an HFC Line connecting a Premises that is Passed is permanently disconnected when and for so long as the conditions specified in Schedule 5 apply in respect of the relevant Premises; and
  - (vii) a Premises is Passed if the Premises is included in the Fixed Footprint List determined based on information notified by NBN Co to Telstra from time to time, under and in accordance with the Definitive Agreements, of Premises that have been passed by the NBN Fixed Line Network and that:

- (A) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be FTTB-Connected or FTTP-Connected - NBN Co determines, in accordance with the NBN Co Design Rules, that the Premises is, or is capable of being, physically connected to Verified optical fibre in the NBN Fixed Line Network; or
- (B) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be FTTN-Connected - the Premises is electrically connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that the Premises is capable of being electrically connected to, a NBN Co FTTN Node by a copper or aluminium wire based line, except where the location is served using a small pair gain system; or
- (C) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be FTTC-Connected, that:
  - (I) the Premises is electrically connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that the Premises is capable of being electrically connected to, an NBN Co DPU by a copper or aluminium wire based line; and
  - (II) Verified optical fibre in the NBN Co Fixed Line Network is physically connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that Verified optical fibre in the NBN Co Fixed Line Network is capable of being physically connected to, an NBN Co DPU that is intended to serve that Premises; or
- (D) in the case of a Premises that is referable to a location that was identified in the DDD for a Rollout Region (or was subsequently determined by NBN Co) as intended to be connected to the NBN Fixed Line Network by a hybrid fibre-coaxial cable access technology - an operational port is available for connection to that Premises (or would be available following upgrade of a Relevant Tap) and the network containing the Relevant Tap is suitably dimensioned and RF tuned; or
- (E) in any other case, that Premises is connected to, or NBN Co has determined in accordance with the NBN Co Design Rules that the Premises is capable of being connected to, the NBN Fixed Line Network,

in each case irrespective of whether or not the Premises is NBN Serviceable.

- (c) For the purposes of this Plan, where a Copper Service is supplied by Telstra using a Copper Line, Copper Sub-Loop or voiceband spectrum licensed by NBN Co to Telstra under the Continuity Deed or Licence Agreement:
  - (i) that Copper Line, Copper Sub-Loop or voiceband spectrum licensed to Telstra will be deemed to form part of the Copper Network for the purpose

of this Plan, to the extent that those assets or that spectrum are used by Telstra to supply that Copper Service; and

- (ii) clause 1.2(b) will apply in respect of the disconnection of the Copper Service,

unless and until all relevant Copper Services supplied using that Copper Line, Copper Sub-Loop or voiceband spectrum are disconnected, at which time the Copper Line, Copper Sub-Loop or voiceband spectrum will cease to form part of the Copper Network for the purpose of this Plan and will be taken to form part of the NBN Fixed Line Network. For clarity, a Copper Line, Copper Sub-Loop or voiceband spectrum may revert to forming part of the Copper Network if, notwithstanding disconnection, a Copper Service is subsequently supplied using that Copper Line, Copper Sub-Loop or voiceband spectrum, such as where the Copper Service is restored in accordance with this Plan or where a Special Service or Special Service Input is supplied over the Copper Line, Copper Sub-Loop or voiceband spectrum.

- (d) For the purposes of this Plan, where Telstra supplies a HFC Service in a Rollout Region using any assets which were part of the HFC Network that have been transferred to NBN Co by Telstra or RF Spectrum within such assets and which have been licensed back from NBN Co to Telstra under the Continuity Deed or Licence Agreement:

- (i) those licensed assets (or RF Spectrum allocated to Telstra) will be deemed to form part of the HFC Network for the purpose of this Plan, to the extent that those assets or that RF Spectrum are used by Telstra to supply that HFC Service; and

- (ii) clause 1.2(b) will apply in respect of the disconnection of the HFC Service,

unless and until the last HFC Service supplied in that Rollout Region using a Telstra CMTS within the HFC Network is disconnected or Migrated, at which time those licensed HFC assets or RF Spectrum will cease to form part of the HFC Network for the purpose of this Plan and will be taken to form part of the NBN Fixed Line Network. For clarity, assets or RF Spectrum that had formed part of the HFC Network may revert to forming part of the HFC Network if, notwithstanding disconnection, an HFC Service is subsequently supplied using those assets or that RF Spectrum, such as where the HFC Service is restored in accordance with this Plan.

- (e) In accordance with subsection 577BF(7) of the Act, when the Varied Plan comes into force the Undertaking will have effect as if the provisions of this Plan were provisions of the Undertaking.
- (f) Explanatory notes included in this Plan may be taken into account when interpreting it.
- (g) If there is any conflict or inconsistency between any of the provisions of this Plan (other than the Schedules) and the provisions of a Schedule to this Plan, the provisions of this Plan (other than the Schedules) will prevail to the extent of the conflict or inconsistency.

### 1.3 Types of Rollout Regions and the Fixed Line Footprint within each Rollout Region

- (a) Telstra's disconnection of Premises under this Plan will occur on a region by region basis and as NBN Co rolls out the NBN Fixed Line Network and Premises are Passed.
- (b) The types of regions that will be the basis of deployment of the NBN Fixed Line Network are:
  - (i) a Service Area Module (**SAM**);
  - (ii) a Target MDU Rollout Region;
  - (iii) an Initial Release Rollout Region;
  - (iv) an Acquired Network Rollout Region;
  - (v) an In-fill Rollout Region; and
  - (vi) a Service Continuity Region(each referred to as a **Rollout Region**).
- (c) The Fixed Line Footprint in each Rollout Region is:
  - (i) at any time prior to the relevant Disconnection Date the set of Premises set out in the most recent Proposed Fixed Footprint List for that Rollout Region; and
  - (ii) on and from the Disconnection Date, the set of Premises set out in the Final Fixed Footprint List for that Rollout Region.

### 1.4 MDU Common Areas and related Copper Services and HFC Services

- (a) An MDU Common Area will constitute a Premises for which obligations under this Plan apply when and only for so long as the MDU Common Area is notified by NBN Co to Telstra as being included in the Fixed Footprint List in a Rollout Region.
- (b) An MDU Common Area will form part of the Rollout Region in respect of which NBN Co has notified Telstra that the MDU Common Area is included in the Fixed Footprint List in that Rollout Region.
- (c) Notwithstanding any other provision of this Plan, Copper Services and HFC Services that are supplied to Premises that are MDU Common Areas will be Migrated as follows:
  - (i) clause 17 of this Plan will apply in respect of any Copper Service or HFC Service supplied to an MDU Common Area (including to sub-locations within that MDU Common Area) in the same manner as for any other Premises in the same Rollout Region; and
  - (ii) clause 14 will not apply to any Copper Service or HFC Service supplied to an MDU Common Area that remains active on or after the Disconnection Date for the Rollout Region in which it is located **up until the MDUCA End**



**Date**, provided that once a Premises that is an MDU Common Area is permanently disconnected, clause 19 applies in respect of that Premises.

- (d) Subject to clause 1.4(e), Telstra will:
  - (i) disconnect and will keep disconnected any Copper Service or HFC Services supplied to an MDU Common Area in accordance with any disconnection orders received from an end user or Wholesale Customer in respect of those Copper Services or HFC Services; and
  - (ii) if Telstra permanently disconnects an MDU Common Area, clause 19 will apply in respect of that Premises.

**(e)** Subject to clause 15.12.1, or before the **date that is the later of 24 months after the End of Rollout Date and the date that is 20 Business Days after the Disconnection Date for the relevant Rollout Region MDUCA End Date**, Telstra will disconnect all MDU Common Areas **except for Extended Fire or Lift Services which will be disconnected in accordance with the processes set out in clause 15.3** which are:

**(i)** as at the **End of Rollout Date MDUCA Disconnection Date**, included in the **Proposed Fixed Footprint List (and the Fixed Line Footprint)** for a Rollout Region for which the Ready for Service Date has occurred (or any earlier date specified in the Definitive Agreements for the purpose of determining those MDU Common Areas in the Rollout Region); and

**(ii)** as at the End of Rollout Date, not included in the Fixed Footprint List for a Rollout Region, but which are MDU Common Areas located within MDU Buildings that contain a Premises which as at the End of Rollout Date are Passed and which are in a Rollout Region for which the Ready for Service Date has occurred (or any earlier date specified in the Definitive Agreements for this purpose).

**(f)** Notwithstanding any other provision of this clause 1.4, Telstra will continue to accept new orders for, and will continue to supply, Special Services and Special Service Inputs at MDU Common Areas in accordance with clause 22, including where applicable:

- (i) after the date by which any other Copper Services at a MDU Common Area are required to be disconnected under clause 1.4(e); and
- (ii) after the designated day as provided for under clause 16.

**(g)** On and from the Disconnection Date for an SS Class, any Special Services or Special Service Inputs within that SS Class which are supplied to an MDU Common Area will be treated as ordinary Copper Services for the purpose of disconnection under this Plan, and will be disconnected in accordance with clause 1.4(d) or 1.4(e).

## 1.5 Order of precedence

- (a) Without limitation to clause 2.4, if there is any conflict or inconsistency between any of the provisions of this Plan and:
  - (i) the Undertaking (other than this Plan); or
  - (ii) Industry Migration Arrangements,

then the following order of preference will apply in determining the obligations of Telstra, to the extent of the conflict or inconsistency:

- (iii) the Undertaking (other than this Plan);
  - (iv) this Plan; and
  - (v) Industry Migration Arrangements.
- (b) For clarity, to the extent that there is no conflict or inconsistency with the provisions of this Plan, nothing in this Plan limits any rights or obligations of Telstra under Industry Migration Arrangements.
- (c) Nothing in this Plan limits any rights or obligations of Telstra under Part IV or Part XIB of the CCA (subject to any authorisation of such conduct).

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## 2 Objective and scope of this Plan

### 2.1 Objectives

The objectives of this Plan are to provide for the disconnection of carriage services supplied to Premises within a Rollout Region that are Passed, in a way that:

- (a) provides for the efficient and timely disconnection of wholesale and retail Non-Exempt Services from a Separating Network as the NBN Fixed Line Network is deployed;
- (b) to the extent that it is in Telstra's control, minimises disruption to the supply of Non-Exempt Services;
- (c) to the greatest extent practicable and subject to any generally acceptable industry processes, gives Wholesale Customers autonomy over decisions about:
  - (i) the timing of disconnection of their Copper Services (to the extent they are Non-Exempt Services) from the Copper Network;
  - (ii) except where subparagraph (iii) applies, minimising disruption of services associated with Migration where the Wholesale Customer that supplies the Copper Services is also the Retail Service Provider that is supplying the end user with the NBN Based Services; and
  - (iii) in the case of any premises where the NBN Connection to the Premises does not involve the use of the same physical network infrastructure as the existing carriage service supplied to that Premises –allowing the sequencing of disconnection from the Separating Network with the connection to the NBN Co Fixed Line Network to enable the Wholesale Customer to minimise disruption to the supply of services to end users, when connecting to the NBN Co Fixed Line Network;
- (d) to the greatest extent practicable, provides for Wholesale Services supplied to Premises within the Fixed Line Footprint in a Rollout Region to be disconnected in an equivalent manner to the disconnection of corresponding Retail Copper Services supplied to those Premises, and provided that such disconnection is associated with Migration to the same NBN fixed-line network technology;

- (e) provides for the equivalent treatment of Wholesale Customers and Retail Business Units in the implementation of the processes for disconnecting Copper Services supplied to Premises within the Fixed Line Footprint in the same Rollout Region and provided that such disconnection is associated with Migration to the same NBN fixed-line network technology acknowledging that separate processes may be associated with the Migration of those corresponding retail and wholesale services to each of the different types of access technology;
- (f) provides for Telstra to have in place reasonable policies and business practices relating to disconnection from a Separating Network and which policies and business practices provide for Telstra to facilitate, to the maximum extent it is reasonably in Telstra's control to do so, the management by Wholesale Customers of the migration of their customers in a way that:
  - (i) in respect of FTTP-Connected Premises, minimises:
    - (A) the period of any service outage; and
    - (B) the time taken to complete local number portability processes and other ancillary procedures; and
  - (ii) for all other types of NBN-Connected Premises, minimises the period of any service outage, other than to the extent associated with activities of NBN Co or third parties, which are not contractors acting for and on behalf of Telstra; and
- (g) provides for these objectives to be met in a way which gives reasonable regulatory certainty for Telstra in connection with activities it is required to undertake in the course of Migration, including by:
  - (i) identifying responsibilities which are not part of Telstra's role under this Plan in its capacity as the owner of the Separating Networks and in respect of which Telstra cannot be required to assume any obligations by virtue of standard access obligations under section 152AR of the CCA or otherwise under terms and conditions made by the ACCC under sections 152BC and 152BD of the CCA;
  - (ii) specifying the acts, inputs, assistance and information being undertaken or provided by third parties (**interdependencies**) on which Telstra depends for the performance of its responsibilities under this Plan so that Telstra cannot be held responsible for a failure to perform the relevant obligation under this Plan to the extent that such failure is attributable to the failure of the relevant third party to do or provide the interdependency; and
  - (iii) requiring the ACCC or Adjudicator to consider, prior to directing Telstra to take any action under this Plan, together with other relevant factors, the extent to which the outcome sought could be appropriately or more efficiently achieved by another party undertaking or refraining from undertaking, any action and the extent to which it is reasonable and practical to require such other party to undertake or refrain from undertaking that action.

## 2.2 Matters not within Telstra's responsibilities

- (a) The activities undertaken by Telstra under this Plan form only part of the end to end NBN migration process. This clause specifies Migration-related matters which are or may be addressed outside of this Plan, including (without limitation) by RSPs (including Telstra in its capacity as an RSP) or NBN Co or other third parties under Industry Migration Arrangements. Telstra cannot be directed under this Plan to take any action or to refrain from taking any action in respect of these matters, other than to the extent expressly specified in this Plan, unless and to the extent that Telstra otherwise agrees to do so (at its discretion). The matters listed in paragraph (b) below, nonetheless remain matters covered by the Plan for the purpose of Part XIC of the CCA.
- (b) Except where otherwise stated, the following activities are not the responsibility of Telstra under this Plan:
- (i) providing information or notifications about the NBN Fixed Line Network rollout and Migration and/or its implications for end users, including any:
    - (A) publication of network and service readiness information, including any information concerning the Fixed Line Footprint;
    - (B) likely effect of Migration on any existing end user equipment or services, including any services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones, fire alarms, ATMs, EFTPOS terminals etc); and
    - (C) provision or publication of information to end users about the operation of cease sale, order stability arrangements or other Migration-related changes to existing Copper Services and HFC Services;
  - (ii) identifying carriage services (or types of carriage services) supplied by Telstra or Wholesale Customers on the Copper Network which may need to be transferred, modified, withdrawn or terminated, because those carriage services cause, or may cause, interference or other performance issues for NBN Based Services;
  - (iii) the development of products to be supplied on or over the NBN that support the Migration;
  - (iv) the design of the NBN Fixed Line Network, including the location of infrastructure and choice of Access Technology used to supply NBN Services to Premises;
  - (v) the timing of the rollout of the NBN Fixed Line Network;
  - (vi) network activities undertaken (either before or after RFS Date) associated with making Rollout Regions ready for the supply of NBN Services and/or Migration, including notifying service providers of the date and likely duration of and the completion of any work associated with the NBN Fixed Line Network which could interrupt Copper Services or HFC Services;
  - (vii) achieving NBN Serviceability at Premises within the Fixed Line Footprint in a Rollout Region;

- (viii) maintaining any list or register of equipment or services which are or may be incompatible with the NBN Fixed Line Network or NBN Services, including without limitation equipment used by or in connection with services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones and fire alarms);
- (ix) providing an NBN Connection at Premises within the Fixed Line Footprint in a Rollout Region, including dealing with the relevant RSP and/or NBN Co in respect of any delay in providing an NBN Connection;
- (x) the management of end users within the Fixed Line Footprint in a Rollout Region, including:
  - (A) at Premises at which Pull Through Activities have occurred or may occur;
  - (B) at Premises at which Copper Services or HFC Services are to be or have been disconnected;
  - (C) where the end user is experiencing unavailability or delay in relation to the Connection of an NBN Service or NBN Based Service; or
  - (D) at or following disconnection of Copper Services or HFC Services at Premises, and irrespective of whether or not a Premises is NBN Serviceable;
- (xi) making available any Interim Carriage Services (other than call diversion as contemplated in clause 10.4);
- (xii) the management of, or service assurance for, end users in relation to any services supplied by other carriage service providers and/or Application Service Providers (for example, medical alert services, security alarms, lift phones, fire alarms, ATMs, EFTPOS terminals etc) impacted by Migration, except and to the extent this involves reconnection as contemplated by clause 19;
- (xiii) in-home wiring or other activities required to be undertaken on the customer side of the Network Termination Point to connect a Premises to the NBN Fixed Line Network;
- (xiv) the provision or installation of any new or upgraded modems, filters, or other customer premises equipment required to access services on the NBN Fixed Line Network; and
- (xv) any testing of products developed by NBN Co, RSPs or third parties to determine their suitability as replacements for Copper Services or HFC Services.

### **2.3 Interdependencies of this Plan with actions of other parties**

Telstra recognises that there are a number of dependencies between its role and activities under this Plan and the activities and roles of other parties, including NBN Co. The following obligations of Telstra under this Plan are subject to NBN Co or other third parties performing activities or providing relevant information:

- (a) Telstra's publication of the Disconnection Schedule in clause 7 is subject to Telstra being provided with subscriber address information by NBN Co (including, without limitation, RFS Dates and Forecast RFS Dates) in accordance with the terms of the Definitive Agreements;
- (b) Telstra's notifications to Retail Customers and Wholesale Customers in a Rollout Region of impending disconnection are based on the Premises which NBN Co includes in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List notified by NBN Co to Telstra, in each case, made available to Telstra prior to Telstra giving the relevant notice;
- (c) to the extent that Telstra's obligations under this Plan, including in relation to disconnection and related matters (such as the cessation of supply of Copper Services), apply to Premises in a Rollout Region, the relevant Premises will be determined based on the Premises which NBN Co includes in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List, in each case, made available to Telstra;
- (d) Telstra's obligations under clauses 6, 8, 9, 12, 13, 17, 19, 20, 21, 22, or 30 of this Plan may be subject to other parties, including the gaining and/or losing RSP or Wholesale Customer, complying with any generally accepted industry arrangements, including Standard Industry Processes, governing the active transfer of services (including any relevant port or churn processes included in any arrangements or Standard Industry Processes) in the course of Migration;
- (e) Telstra's ability to supply a Special Service or Special Service Input after the relevant Disconnection Date and/or the service quality of a Special Service or Special Service Input may be dependent on:
  - (i) a Wholesale Customer providing accurate, complete and timely information to Telstra in respect of Special Services or Special Service Inputs;
  - (ii) NBN Co making available to Telstra, on terms agreed between Telstra and NBN Co, a Copper Line or Copper Sub-loop, which is not owned by Telstra; and
  - (iii) the actions of NBN Co and/or the operating characteristics of the NBN Fixed Line Network, including any interference caused by the NBN Fixed Line Network, with the supply of the Special Service or Special Service Input;
- (f) Telstra's ability to supply Copper Services or HFC Services may be subject to interruption, disconnection or degradation caused by the actions of NBN Co (or a contractor of NBN Co, other than Telstra) and/or the operating characteristics of the NBN Fixed Line Network, including any interference caused by the NBN Fixed Line Network;
- (g) the application by Telstra of order restrictions or limitations (including during any Order Stability Period) will only be applied to those Premises identified as being affected by virtue of being included in the Proposed Fixed Footprint List, together with any updates to the Proposed Fixed Footprint List for the relevant Rollout Region, in each case, made available to Telstra by NBN Co prior to Telstra putting in place the relevant restrictions or limitations; and
- (h) where this Plan applies to or provides for the particular treatment of Premises depending on whether the Premises is an FTTP-Connected Premises, a HFC

Connected Premises, an FTTB-Connected Premises, an FTTC-Connected Premises or an FTTN-Connected Premises, Telstra will act based on how the Premises is classified in NBN Co's service qualification system at the time Telstra made its decision about the relevant action.

## **2.4 This Plan and the MAP Policy Statement**

- (a) Subject always to clauses 2.2 and 2.3, Telstra will consider the MAP Policy Statement (and any updates to the MAP Policy Statement) and will, after the MAP Policy Statement or any update is put in place, write to the Minister identifying those parts of the MAP Policy Statement (or relevant update) with which Telstra agrees for the purpose of this clause 2.4, and which it considers (in its discretion):
  - (i) relate to Telstra's obligations under this Plan; and
  - (ii) require a variation to be made to this Plan in order to provide for consistency across the MAP Policy Statement and this Plan.

If Telstra does not identify any such parts of the MAP Policy Statement or relevant update which fall within these categories and with which Telstra agrees, it is not required to write to the Minister as contemplated by this clause 2.4(a).

- (b) If Telstra writes to the Minister under clause 2.4(a) to advise that a MAP Variation is required, Telstra will prepare and submit to the ACCC a MAP Variation in a form that Telstra considers is appropriate to provide for consistency across this Plan and those parts of the MAP Policy Statement which it has identified that it agrees with for the purpose of clause 2.4(a).
- (c) For clarity, nothing in this clause requires Telstra to propose a MAP Variation by virtue of or in order to ensure consistency with the MAP Policy Statement, or any part of it, which Telstra has not identified in writing under clause 2.4(a).

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## **3 Application of this Plan**

- (a) This Migration Plan applies to Telstra and any Related Entity of Telstra which is in a position to exercise control of a Separating Network or any part of a Separating Network over which Non-Exempt Services are supplied to Premises within the Fixed Line Footprint in any Rollout Region.
- (b) For the purpose of this clause 3, a reference to Telstra being in a position to exercise control of a Separating Network has the meaning given to that phrase in section 577Q of the Act.

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## **4 Commencement and term**

### **4.1 Commencement of MTM Variations**

- (a) The timing of the commencement of the MTM Variations in accordance with this clause 4.1 will not affect the continued operation of any provisions of this Plan prior to the Restatement Date.
- (b) The MTM Variations (except clause 4.3 as amended) come into force on the Restatement Date. For clarity, clause 4.3 will come into force on the date that

the MTM Variations are approved by the ACCC, which may occur before the Restatement Date.

- (c) Telstra will notify the ACCC in writing, and will advise its wholesale customers, upon Telstra becoming aware that the Restatement Date has occurred.

#### **4.2 Operation**

- (a) This Plan will continue in force until the date that Telstra completes disconnection of all Separating Networks in all Rollout Regions, at which time it will cease to have effect.
- (b) Notwithstanding clause 4.2(a), clause 25.2(a) will continue to apply indefinitely, notwithstanding that this Plan has otherwise ceased to have effect in accordance with clause 4.2(a).

#### **4.3 Replacement DAR and Replacement Continuity Deed**

- (a) Telstra must enter into a DAR containing terms and conditions that are identical to those contained in the Original DAR and a Continuity Deed containing terms and conditions that are identical to those contained in the Original Continuity Deed, except that:
  - (i) the execution date for the Replacement DAR and Replacement Continuity Deed will be varied to reflect the date all of the parties have entered into the Replacement DAR and Replacement Continuity Deed, respectively; and
  - (ii) any condition precedent that has been satisfied or waived, prior to the termination of the Original DAR, or which Telstra and NBN Co otherwise agree to remove (including pursuant to the DAR) upon entry into the Replacement DAR will be deemed to have been waived or removed as applicable; and
  - (iii) any requirement for the parties to enter into a DAR and Continuity Deed following approval of the Migration Plan will be removed; and
  - (iv) the Replacement DAR and Replacement Continuity Deed may contain any other changes agreed by Telstra and NBN Co and approved by the Minister.
- (b) This clause 4.3 takes effect when a variation to this Plan comprising this clause 4.3 is approved by the ACCC.

#### **4.4 Telstra's existing non-Migration related activities and rights are unaffected by this Plan**

- (a) Except as provided for in this Plan nothing in this Plan restricts or prevents Telstra from engaging in business as usual conduct to manage its business and products within the Fixed Line Footprint. For example, nothing in clauses 9, 14 or 22 restricts or prevents Telstra from applying its ordinary business practices or exercising contractual rights in respect of:
  - (i) disconnection of a Copper Service or HFC Service for a purpose which is unrelated to Migration (for example, when a service is terminated by Telstra for non-payment of an account or through the exercise by Telstra



of standard contractual rights to terminate a contract with a Wholesale Customer or Retail Customer);

- (ii) any refusal to supply, or continue to supply, a particular Wholesale Service or retail service (including at a particular Premises) due to business rules that also apply on a similar basis outside the Fixed Line Footprint, such as:
  - (A) service qualification issues;
  - (B) standard technical requirements; or
  - (C) due to a failure by a customer to meet minimum standard financial requirements; and
- (iii) undertaking product exits involving any Copper Service or HFC Service, from time to time, including to exit a particular Telstra product which is a Special Service before a White Paper Disconnection Date for that SS Class has been determined under clause 22.

#### **4.5 Telstra's performance affected by a Force Majeure Event or Excluded Event**

- (a) Telstra will not contravene this Plan or be liable for any delay or failure to perform any obligation under this Plan, if and to the extent that the delay or failure to perform is caused by:
  - (i) a Force Majeure Event; or
  - (ii) an Excluded Event.
- (b) Telstra will take all reasonably available steps to address or overcome the effects of a Force Majeure Event and until the effects of that Force Majeure Event are addressed or have been overcome, take all reasonably available steps to mitigate the effects of the Force Majeure Event. This clause 4.5 does not require Telstra to give preference in its response to a natural disaster or other emergency to the need to overcome the effects of a Force Majeure Event over any other ordinary business or network priorities which it applies in responding to such events.
- (c) If Telstra determines that it needs to rely on clause 4.5(a)(i) in respect of any delay or failure to perform an obligation under this Plan, it will:
  - (i) as soon as reasonably practicable after it becomes aware that a Force Majeure Event has affected its performance under this Plan, notify the ACCC of the Force Majeure Event and any steps which Telstra will undertake under clause 4.5(b) to address, overcome or mitigate that effect; and
  - (ii) notify the ACCC as soon as reasonably practicable after Telstra becomes aware that the Force Majeure Event has ceased to affect its obligations under this Plan.
- (d) Telstra is not required under this Plan to undertake any interim, temporary or other action to overcome, address or mitigate any delay or failure to the extent that it is attributable to an Excluded Event.

- (e) Without limitation to the ACCC's functions or powers under this Plan, Telstra will:
  - (i) as soon as reasonably practicable after it becomes aware that an Excluded Event has materially affected its performance under this Plan, notify the ACCC of the Excluded Event;
  - (ii) notify the ACCC as soon as reasonably practicable after Telstra becomes aware that the Excluded Event has been remedied or ceases to materially affect its obligations under this Plan; and
  - (iii) if requested by the ACCC, provide information to the ACCC as is reasonably necessary to demonstrate the nature of the dependency of Telstra's obligation and the Excluded Event and how it affected Telstra's performance.
- (f) For clarity, as soon as reasonably practicable after Telstra is notified by any person, or otherwise becomes aware, that an Excluded Event has been remedied or has otherwise ceased to affect Telstra's obligations under this Plan, Telstra will promptly perform any obligation under this Plan which is still applicable and reasonably capable of being performed, and which Telstra had been delayed or prevented from performing by virtue of the Excluded Event.

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## 5 Required Measures and replacement Schedules

### 5.1 Required Measures

The Required Measures approved by the ACCC prior to the commencement of this varied Plan are set out in:

- (a) Schedule 3 – being Required Measures 2 and 3 (Processes for Managed Disconnection); and
- (b) Schedule 7 – being Required Measures 1 (Pull Through) and 4 (Rebuilding Copper Paths),

in each case, incorporating some amended drafting to simplify the Required Measures, with such amendments to be approved by the ACCC as part of the MTM Variations.

### 5.2 Development of new or replacement Schedules

- (a) Telstra will, in accordance with this clause 5.2, develop and publish new, replacement or varied Schedules as follows:
  - (i) replacement Schedules 1 and 2, to reflect changes to its business as usual disconnection processes for Copper Services and HFC Services and a replacement Schedule 3 to reflect changes to the Managed Disconnection process associated with:
    - (A) the transition to a multi-technology NBN rollout; and
    - (B) any other variations to the Managed Disconnection process contemplated by the Determination;

- (ii) a replacement Schedule 7, to reflect changes to Required Measure 4 to reflect any changes to the process for building copper paths associated with the asset transfer and licensing arrangements with NBN Co contemplated by the MTM Variations and to reflect changes to Required Measure 1 to reflect any changes required by the MTM Variations; and
  - (iii) a new or varied Schedule to incorporate the SS Disconnection process(es) developed, from time to time, by Telstra and associated with one or more Special Services as contemplated by clause 22.5 of this Plan.
- (b) Telstra will complete the development of and notify the ACCC under clause 5.2(e) of Telstra's intention to publish the new, replacement or varied Schedules:
- (i) in the case of those replacement Schedules developed in accordance with clauses 5.2(a)(i) and (ii) – as soon as practicable, but no later than 7 months after the Varied Plan Commencement Date (or such later time as Telstra may agree with the ACCC); and
  - (ii) in the case of any new or varied Schedule developed in accordance with clause 5.2(a)(iii) – in accordance with the timeframe for SS Disconnection Processes set out in clause 22.5.
- (c) Telstra will consult with the ACCC, NBN Co and Wholesale Customers in developing:
- (i) new or replacement Schedules under this clause 5.2, in each case, for a period of not less than 20 Business Days;
  - (ii) variations to an existing Schedule in accordance with clause 5.3; and,
- acting reasonably, will take into account the outcome of that consultation in updating those Schedules.
- (d) Telstra will develop or amend Schedules under clauses 5.2 and 5.3 consistently with, and taking into account, any applicable Standard Industry Processes and/or any applicable generally accepted industry arrangements.
- (e) Telstra will give the ACCC, NBN Co and Wholesale Customers not less than 15 Business Days' notice that Telstra has completed its development and consultation of a new, varied or replacement Schedule and that it intends to publish the new, varied or replacement Schedule. At the same time, Telstra will update the ACCC on any Wholesale Customer and NBN Co consultation Telstra had undertaken, including identifying the changes to the relevant Schedule made as a consequence of that consultation.
- (f) If the ACCC does not object to a new, replacement or varied Schedule following the processes undertaken under this clause 5.2, Telstra will publish the Schedule on the Wholesale Customer Portal and from that point the relevant Schedule will form part of this Plan.
- (g) The ACCC may object to a proposed new, replacement or varied Schedule if it is not compliant with the MPPs, although the ACCC may not object to a proposed Schedule where it is required by a Standard Industry Process or applicable generally accepted industry arrangements and is consistent with that Standard Industry Process or applicable generally accepted industry arrangements.

- (h) As part of considering a proposed new, replacement or varied Schedule under this clause 5.2, the ACCC may seek input from the Adjudicator. If the ACCC seeks the input of the Adjudicator, it must promptly after receipt provide a copy of any written report provided by the Adjudicator to Telstra.
- (i) If the ACCC objects to a proposed new, replacement or varied Schedule under this clause 5.2, the ACCC will provide reasons for its objections to Telstra, including outlining the steps the ACCC considers need to be undertaken in order to prepare the relevant Schedule to be consistent with the requirements of this clause 5.2 and the MPPs.
- (j) If the ACCC objects to a new, replacement or varied Schedule under this clause 5.2, Telstra will amend and resubmit to the ACCC a further proposed new, replacement or varied Schedule within 20 Business Days, or such longer period as agreed with the ACCC, taking into account the reasons provided by the ACCC for its objections under clause 5.2(i).
- (k) The process set out in clause 5.2(e)-(j) will apply recursively in respect of any further proposed Schedule which is developed by Telstra to be resubmitted to the ACCC following any objection under clause 5.2(i).

### **5.3 Ongoing amendment to processes under Schedules**

- (a) Once published and effective, the Schedules which are the subject of clause 5.2 may be varied by Telstra, at any time, under the process set out in clauses 5.2(b)-(k), except that:
  - (i) if Telstra considers that the change may have a material and adverse commercial effect on a Wholesale Customer – the minimum period of consultation under clause 5.2(c) will be 20 Business Days;
  - (ii) for any other change – no consultation period under clause 5.2(c) will apply, but Telstra will nonetheless provide 15 Business Days' notice to the ACCC, NBN Co and Wholesale Customers in accordance with clause 5.2(e). If any objection is received during this period from the ACCC, NBN Co or one or more Wholesale Customers, the change will be treated in accordance with clause 5.3(a)(i).
- (b) The deemed or actual approval of any new, replacement or varied Schedule under this clause 5 will not be treated as, or require, a formal variation to this Plan under section 577BF of the Act. In developing or amending any new, replacement or varied Schedule, Telstra will ensure that such Schedule is developed consistently with, and does not limit or restrict any obligation owed by Telstra to NBN Co under, a Definitive Agreement, including in respect of any applicable disconnection timeframes.

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## **6 Telstra to use Existing Processes**

### **6.1 Telstra will use Existing Processes**

- (a) As a general principle, as a means of ensuring the efficient and timely disconnection of Copper Services, Telstra will use Existing Processes for managing and implementing the disconnection of Copper Services at Premises that are Passed:

- (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires a variation of an Existing Process or a new or modified Disconnection Measure in accordance with clause 29.
- (b) Telstra will use the Existing Processes specified in Schedule 1 for managing and implementing the disconnection of Copper Services for Premises in a Rollout Region during the Migration Window for that Rollout Region.
  - (c) Telstra will use the Existing Processes specified in Schedule 2 for managing and implementing the disconnection of HFC Services for Premises in a Rollout Region during the Migration Window for that Rollout Region.

## **6.2 Telstra will use standard operating systems and interfaces**

- (a) As a general principle, as a means of minimising the extent of IT and system changes required to be made by Telstra and Wholesale Customers to implement this Plan, Telstra will use existing Telstra wholesale systems and interfaces, including both business support systems and operational support systems to receive and process orders received by Telstra from Wholesale Customers for the disconnection of Wholesale Services:
  - (i) to the maximum extent that it is reasonable and practicable to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process in accordance with clause 29.
- (b) Telstra will use the existing Telstra wholesale systems and interfaces, including both business support systems and operational support systems, as specified in Schedule 1 to allow each Wholesale Customer to lodge, and for Telstra to accept, process and execute, orders for the disconnection of Wholesale Services during the Migration Window in each Rollout Region.

## **6.3 Telstra will use Standard Industry Processes**

- (a) Telstra will seek to ensure that this Plan, and each Existing Process for disconnecting Copper Services at Premises that are Passed in Rollout Regions remains substantially aligned with Standard Industry Processes:
  - (i) to the maximum extent that it is reasonable and practicable for Telstra to do so; and
  - (ii) except and to the extent that the ACCC or the Adjudicator requires variation of a standard operating system or interface or an Existing Process or Disconnection Measure in accordance with clause 29.
- (b) Subject to any variation made under clause 29, Telstra will use the Standard Industry Processes, including in relation to local number portability, set out as part of the Existing Processes specified in Schedule 1 and Schedule 2.
- (c) If a new or modified Standard Industry Process is developed by Communications Alliance in order to facilitate disconnection and other related activities, Telstra will consider whether that new Standard Industry Process may reasonably require a variation to this Plan and for that purpose, Telstra will

consult in good faith with Wholesale Customers about whether a variation to this Plan (including any Existing Process) is required.

- (d) Where Telstra proposes:
  - (i) a variation to this Plan to give effect to a variation of an Existing Process; or
  - (ii) a new or modified Disconnection Measure,  
  
in order to keep this Plan aligned with a Standard Industry Process, then notwithstanding that the ACCC or the Adjudicator has accepted the relevant variation, Disconnection Measure or Required Measure, it will not take effect under this Plan unless and until the relevant Standard Industry Process, or any change to a Standard Industry Process comes into force, including by virtue of:
    - (i) a registered industry code or industry standard established under Part 6 of the Act;
    - (ii) a service provider rule; or
    - (iii) any other binding legal or regulatory requirement.
- (e) Where there is no Standard Industry Process dealing with Wholesale Customers' or RSPs' ability to lodge disconnection orders on behalf of an end user, Telstra will not implement its own policy in this regard unless the ACCC has approved a variation to this Plan that provides for this policy to be used (which may occur as part of the approval of a Schedule under clause 5).
- (f) Clause 6.3(e) does not apply, and so does not require Telstra to seek approval from the ACCC, prior to:
  - (i) Telstra participating in and complying with any Standard Industry Process or Industry Migration Arrangement which is developed to deal with Wholesale Customers' or RSPs' ability to lodge disconnection orders on behalf of an end user; or
  - (ii) Telstra disconnecting Copper Services in accordance with clauses 9.1(a)(vi), 9.1(a)(vii), 9.3(c) and 9.3(d). Provided that, if an applicable Standard Industry Process or Industry Migration Arrangement dealing with notifications in those circumstances is in force any notification of the disconnection by Telstra will comply with that applicable Standard Industry Process or Industry Migration Arrangement.
- (g) Nothing in this clause 6.3 requires Telstra to vary this Plan in a manner that would require it to undertake activities under this Plan:
  - (i) that are inconsistent with clause 2.2; or
  - (ii) that require it to mitigate any act or omission of a third party on which it is dependent under clause 2.3.

#### **6.4 Telstra not responsible for coordination or management of the connection process**

- (a) Except as provided for under clause 10 in respect of Pull Through Activities, including the obligation to provide Easycall call diversion functionality in respect

of Wholesale Line Rental services under clause 10.4 nothing in this Plan makes Telstra responsible under this Plan, directly or indirectly, for coordinating or managing with NBN Co, the Wholesale Customer or any third party any aspect of the connection process for Wholesale Customers except at Telstra's discretion and where it occurs on commercially agreed terms. For clarity, Telstra is not required to:

- (i) redesign or modify any of its systems, interfaces or processes in order to provide access to Copper Services information required for NBN Connection, including in respect of installation;
  - (ii) supply any other technical or network information, data, system access or expertise in connection with NBN Connection; or
  - (iii) provide any Interim Carriage Service, except Easycall call diversion as specified in clause 10.4.
- (b) For clarity, this clause 6.4 does not limit or restrict the ACCC from setting charges, either in the form of one-off or ongoing charges, with respect to the provision of access to a declared service supplied by Telstra.

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## 7 Telstra's timetable for disconnection of Premises will be determined by reference to NBN Co's rollout schedule

### 7.1 A Disconnection Schedule to be published

- (a) Telstra will publish a schedule (**Disconnection Schedule**) setting out:
- (i) Forecast Ready for Service Dates and Ready for Service Dates, as applicable;
  - (ii) Cease Sale Commencement Dates;
  - (iii) the commencement date for any Order Stability Period; and
  - (iv) Disconnection Dates,

for all Service Continuity Regions and all Rollout Regions for which a Ready for Service Date has been notified to Telstra by NBN Co, as contemplated by clause 7.2. Telstra will publish the Disconnection Schedule at the same time to Retail Customers and Wholesale Customers and in a manner which is prominent and appropriate (although it may not be the same communications method for all Wholesale Customers and Retail Customers) including, for example, on a Telstra website or, in the case of Wholesale Customers, as a web link on the Wholesale Customer Portal.

- (b) Telstra will update the Disconnection Schedule as soon as reasonably practicable and in any event within 5 Business Days of:
- (i) NBN Co notifying Telstra of a change to a Forecast Ready for Service Date or Ready for Service Date; and
  - (ii) Telstra determining any change to a Cease Sale Commencement Date or an Order Stability Period, under and in accordance with this Plan; or

- (iii) any other update or modification to a Disconnection Date agreed with NBN Co including (without limitation) any redetermination of a Disconnection Date for a Rollout Region under clause 7.3.

## 7.2 Disconnection Dates for different types of Rollout Regions

- (a) Subject to clauses 7.2(d) and 7.3, the Disconnection Dates for different types of Rollout Regions will be determined as follows:

- (i) in the case of an Initial Release Rollout Region or an Acquired Network Rollout Region, the Disconnection Date, will be:
  - (A) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is on or before the Restatement Date, the date which is 18 months after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region; or
  - (B) where the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region is after the Restatement Date, the date determined between Telstra and NBN Co in accordance with the Definitive Agreements and which is:

- (I) after the date that is at least 18 months; and

- (II) on or before the date that is 20 months,

after the Disconnection Commencement Date for that Initial Release Rollout Region or Acquired Network Rollout Region;

- (ii) in the case of a Service Continuity Region, the date determined between Telstra and NBN Co in accordance with the Definitive Agreements and which is:

- (A) on or after the date that is 12 months; and

- (B) on or before the date that is 14 months,

after the Ready for Service Date for that Service Continuity Region;

- (iii) in the case of any other Rollout Region the Disconnection Date, will be:

- (A) where the Ready for Service Date for that Rollout Region is on or before the Restatement Date, the date which is 18 months after the Ready for Service Date for that Rollout Region;

- (B) where the Ready for Service Date for that Rollout Region is after the Restatement Date, the date determined between Telstra and NBN Co in accordance with the Definitive Agreements, provided that such a date is:

- (I) on or after the date that is 18 months; and

- (II) on or before the date that is 20 months,

after the Ready for Service Date for that Rollout Region.



**Explanatory note: approach to Disconnection Dates**

There will usually be a single and regular Disconnection Date to apply to all Rollout Regions to which a Disconnection Date applies each calendar month. Where the number of Rollout Regions or other operational reasons require it, Telstra and NBN Co may agree to a second Disconnection Date.

- (b) For a Rollout Region to which clause 7.2(a)(i)(B) or 7.2(a)(iii)(B) applies, the Disconnection Schedule can initially identify the Disconnection Date by reference only to the two month period within which the Disconnection Date must fall, provided that Telstra will amend the Disconnection Schedule to specify a date for the Disconnection Date not less than 9 months prior to the date which is the second Friday of the first month of the relevant two month period (or, in the event no date is otherwise specified by that date, the Disconnection Date for the Rollout Region will be deemed to be the second Friday of the first month of the relevant two month period).
- (c) For the purpose of this clause 7.2, the Disconnection Commencement Date or Ready for Service Date for a Rollout Region will be the relevant date specified for that Rollout Region notified to Telstra by NBN Co from time to time under the Definitive Agreements.
- (d) Service Continuity Regions will have a Ready for Service Date determined in accordance with this Plan.
- (e) The following Service Continuity Regions have Ready for Service Dates as specified below (unless NBN Co and Telstra agree a later date):
  - (i) where the Disconnection Date for the Parent Rollout Region occurs in February or March 2015 – the Ready for Service Date for any Service Continuity Region is 20 November 2014;
  - (ii) where the Disconnection Date for the Parent Rollout Region occurs in April 2015 – the Ready for Service Date for any Service Continuity Region is 24 December 2014;
  - (iii) where the Disconnection Date for the Parent Rollout Region occurs in May 2015 – the Ready for Service Date for any Service Continuity Region is 23 January 2015; and
  - (iv) where the Disconnection Date for the Parent Rollout Region occurs in June 2015 – the Ready for Service Date for any Service Continuity Region is in February 2015.

**7.3 Update to the Disconnection Schedule**

Telstra will update the Disconnection Schedule as soon as practicable and in any event within 5 Business Days after the Disconnection Date for a Rollout Region has been updated in accordance with the Definitive Agreements.

**7.4 First and last date on which orders for disconnection can be lodged**

Retail Customers and Wholesale Customers may lodge orders for the disconnection of Copper Services at Premises that are Passed within a Rollout Region:

- (a) commencing at any time, in accordance with Telstra's Existing Processes for managing the disconnection of Copper Services before the Ready for Service Date for that Rollout Region;
- (b) up until the last date on which Telstra will accept disconnection orders for Copper Services in respect of Premises in the Rollout Region (which are not Special Services), being:
  - (i) for In-Train Order Premises, the relevant date set out in clause 15.1A(c) or clause 15.1(c) (as applicable); and
  - (ii) for all other Copper Services (except Special Services or Special Service Inputs), the date which is 25 Business Days after the Disconnection Date for that Rollout Region; and
- (c) for a Special Service or Special Service Input, up to the relevant date specified in accordance with the SS Disconnection Process established under clause 22.5 for that type (and, if applicable, SS Class) of Special Service or Special Service Input.

**Explanatory note: Possible causes of an adjustment to the Disconnection Date**

There are a limited number of circumstances which may give rise to an extension of the Disconnection Date, as determined under the Definitive Agreements. These include where the level or volume of end user complaints associated with the NBN rollout in a particular Rollout Region leads to a joint NBN-Telstra Operational Review Committee determining that there has been a sufficiently material impact in a particular Rollout Region that requires an extension of the Disconnection Date for that Rollout Region.

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## 8 Provision by Telstra of information about disconnection and Disconnection Dates

### 8.1 Telstra communication with Wholesale Customers about impending Disconnection Dates

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Wholesale Customers about the Disconnection Schedule.
- (b) Telstra has a significant number and diversity of Wholesale Customers, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Wholesale Customers informed about relevant developments and Telstra activities, including:
  - (i) the Telstra Wholesale website and/or the Wholesale Portal;
  - (ii) wholesale helpdesk facilities;
  - (iii) individualised communications through account managers;
  - (iv) engagement by Telstra in industry groups and publications;
  - (v) periodic customer reviews between relevant managers of Telstra and the Wholesale Customer;
  - (vi) various marketing and promotional activities;

- (vii) period events such as wholesale product launches and technical briefings; and
  - (viii) other regular communications, notifications, and materials distributed generally to Wholesale Customers.
- (c) Taking into account the number and diversity of Wholesale Customers, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Wholesale Customers, to ensure that Wholesale Customers are made aware in a timely manner of impending Disconnection Dates for Rollout Regions. For example, without limitation, Telstra will ensure that:
- (i) all wholesale account managers are instructed and trained to discuss the Disconnection Schedule with Wholesale Customers;
  - (ii) the Disconnection Schedule, and discussion of any impending Disconnection Dates, is included as a standing item on periodic customer reviews; and
  - (iii) a hyperlink to the Disconnection Schedule is placed prominently on the Telstra Wholesale website and/or the Wholesale Portal.
- (d) For the avoidance of doubt, nothing in this clause 8.1 requires Telstra to notify end users of a Wholesale Customer of any impending Disconnection Dates applicable to those end users.

## **8.2 Telstra communication with Retail Customers about impending Disconnection Dates**

- (a) Without limitation to clause 7.1, Telstra will use all reasonable endeavours to communicate in a timely and effective manner with its Retail Customers of Retail Copper Services and HFC Services about the Disconnection Schedule.
- (b) Telstra has a significant number of and diverse Retail Customers of Retail Copper Services and HFC Services, and consequently Telstra has in place a number of communication policies and business practices which it uses to keep its Retail Customers informed about relevant developments and Telstra activities, including:
- (i) mass marketing and promotions for retail residential and business customers;
  - (ii) websites and online resources;
  - (iii) individualised communications through dedicated account managers for some government and commercial customers;
  - (iv) Telstra outbound call centres and inbound help desk facilities; and
  - (v) information and updates included for Retail Customers with or as part of their periodic billing process.
- (c) Taking into account the number and diversity of Retail Customers of Retail Copper Services and HFC Services, Telstra will use all reasonable endeavours, including adopting appropriate and effective communication approaches for different types of Retail Customer, to ensure that Retail Customers in a Rollout

Region are made aware in a timely manner of impending Disconnection Dates for that Rollout Region.

- (d) Without limitation to clause 8.2(c), where Telstra continues to supply Retail Copper Services or HFC Services to a Retail Customer at Premises in a Rollout Region four months before the Disconnection Date for that Rollout Region, Telstra will notify the Retail Customer no less than three months before the Disconnection Date of the impending disconnection of their Premises from the Separating Network, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Retail Customer.
- (e) Clause 8.2(d) does not apply to Premises in a Rollout Region in the March 2018 to June 2018 Disconnection Waves that are, or are proposed to be, HFC-Connected Premises.

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## 9 Disconnection of Copper Services and HFC Services during the Migration Window

### 9.1 Existing Processes for disconnection of Retail Copper Services during the Migration Window

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect a Retail Copper Service (or the non-voice band part of a Retail Copper Service, where Telstra is continuing to supply a service using the voice band part of the Copper Service) at each Premises which is Passed in that Rollout Region:
  - (i) where requested to do so directly by the relevant Retail Customer;
  - (ii) where it receives a number portability request in relation to the relevant Retail Copper Service;
  - (iii) where the Retail Customer has agreed to acquire an NBN-Based Service from Telstra and Telstra is disconnecting the Retail Copper Service in the course of Migrating that Retail Customer;
  - (iv) where a retail service which is a broadband service is disconnected following disconnection of any other Standard Telephone Service supplied using the same Copper Path;
  - (v) if a Standard Industry Process (or any generally accepted industry arrangement) is in place dealing with notifications by gaining RSPs in relation to Migrating end users, by an RSP acting on behalf of a Retail Customer;
  - (vi) without a disconnection order from the Retail Customer or prior notice to the Retail Customer in circumstances where:
    - (A) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of the Copper Line or Copper Sub-Loop used by Telstra to supply the retail service and therefore results in NBN Co removing a jumper and replacing it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises; and
    - (B) Telstra is notified by NBN Co that the relevant jumpering work has been completed; or

- (vii) without a disconnection order from the Retail Customer or prior notice to the Retail Customer in circumstances where:
  - (A) the Premises is or is intended to be an FTTC-Connected Premises;
  - (B) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of a Copper Line or Copper Sub-Loop used by Telstra to supply the Retail Copper Service; and
  - (C) Telstra is notified by NBN Co that an NBN order involving or requiring the use by NBN Co of that Copper Line or Copper Sub-Loop at the Premises has been completed.
- (b) Telstra will implement and manage disconnection of Retail Copper Services using the Existing Processes for Copper Services set out in Schedule 1.

### **9.2 Existing Process for disconnection of HFC Services during the Migration Window**

- (a) During the Migration Window for a Rollout Region, Telstra will disconnect a HFC Service at each Premises that is Passed in that Rollout Region:
  - (i) where requested to do so directly by the relevant Retail Customer; or
  - (ii) where the Retail Customer has agreed to acquire NBN Based Services from Telstra and Telstra is disconnecting the HFC Service in the course of Migrating that Retail Customer; or
  - (iii) subject to subclause (b), if a Standard Industry Process (or any generally accepted industry arrangement) is in place dealing with notifications by gaining RSPs in relation to Migrating end users on a HFC network, where requested to do so, by an RSP acting on behalf of a Retail Customer.
- (b) Telstra will participate in any Standard Industry Process (or any generally accepted industry arrangement) as contemplated by clause 9.2(a)(iii) to the extent and only for so long as Optus participates in, and remains subject to, the same Standard Industry Process (or generally accepted industry arrangement) dealing with notifications by gaining RSPs in relation to the migration of end users from its HFC network.
- (c) Telstra will implement and manage the disconnection of HFC Services using the Existing Process set out for HFC Services in Schedule 2.

### **9.3 Wholesale Customers to retain autonomy over disconnection decisions, including control over the timing of disconnection**

- (a) Subject to clauses 9.3(b), 9.3(c) and 9.3(d), during the Migration Window, Telstra will ensure that each Wholesale Customer retains autonomy and control over the timing of disconnection by Telstra of that Wholesale Customer's Copper Service at a Premises in a Rollout Region which is Passed by:
  - (i) only disconnecting that Wholesale Customer's Copper Service in accordance with a disconnection order received from the Wholesale Customer; and

- (ii) using Existing Processes, to the maximum extent that it is reasonable and practicable to do so, in accordance with clauses 6.1 and 6.2.
- (b) During the Migration Window for a Rollout Region, a Wholesale Service supplied to Premises in that Rollout Region which is Passed may be disconnected without a disconnection order or prior notice to the Wholesale Customer in the event that:
- (i) the Wholesale Service is an LSS or Wholesale ADSL Layer 2 service and a Standard Telephone Service which is provided using the same Copper Path is disconnected;
  - (ii) the Wholesale Service is otherwise disconnected in accordance with the ordinary operation of a Standard Industry Process that does not require a Wholesale Order for disconnection (for example, where Telstra receives a number portability request the processing of which gives rise to an automatic cancellation of any other Wholesale Copper Services supplied using the same Copper Path).
- (c) During the Migration Window for a Rollout Region, where:
- (i) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of the Copper Line or Copper Sub-Loop used by Telstra to supply a Wholesale Service and therefore results in NBN Co removing a jumper and replacing it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises; and
  - (ii) Telstra is notified by NBN Co that the relevant jumpering work has been completed,

Telstra will disconnect the Wholesale Service (or the non-voice band part of a Wholesale Service, where the Wholesale Customer is continuing to supply a service using the voice band part of the Copper Service) without a disconnection order or prior notice to the Wholesale Customer.

**Explanatory note: Telstra’s process for disconnection at Premises with an FTTB Connection prior to finalisation of long term industry transfer processes**

NBN Co will commence FTTB Connections prior to the Varied Plan Commencement Date. To facilitate this early commencement of FTTB Connections, Telstra is developing an interim disconnection protocol setting out (amongst other things) the process it will adopt when disconnecting Wholesale Services impacted by FTTB jumpering, in the circumstances contemplated under clause 9.3(c).

This interim protocol will be provided by Telstra to the Communications Alliance Ltd so industry has transparency over the disconnection processes and can input into its further refinement. Where Telstra disconnects services under clause 9.3(c), Telstra will follow the process submitted to Communications Alliance as it existed immediately before acceptance of this Varied Migration Plan as one input (together with others provided by NBN Co) for the development of standard industry FTTB and FTTN transfer processes.

Once the long term processes have been developed by the Communications Alliance Ltd, these long term processes will be taken into account by Telstra in updating its disconnection processes under the Varied Migration Plan either through updates to Schedules 1 and 2 under clause 5 or by virtue of the process in clause 6.3, at which point they will replace the interim disconnection protocol.

- (d) During the Migration Window for a Rollout Region, where:

- (i) Telstra supplies a Wholesale Service to a Premises which is or is intended to be an FTTC-Connected Premises;
- (ii) the supply of an NBN Service to the Premises involves or requires the use by NBN Co of a Copper Line or Copper Sub-Loop used by Telstra to supply the Wholesale Service; and
- (iii) Telstra is notified by NBN Co that an NBN order involving or requiring the use by NBN Co of that Copper Line or Copper Sub-Loop at the Premises has been completed,

Telstra will disconnect the Wholesale Service without a disconnection order or prior notice to the Wholesale Customer.

- (e) Subject to clause 4.4 or any Standard Industry Process, the circumstances set out in clauses 9.3(b)(i), 9.3(b)(ii), 9.3(c) and are the only circumstances in which a Wholesale Customer may not control the timing of disconnection of its Wholesale Services, prior to the Disconnection Date.
- (f) Except in respect of disconnection as contemplated under clauses 9.3(c) and 9.3(d), the standard operating systems and interfaces and Existing Processes referred to in clauses 6.1 and 6.2 facilitate, to the extent that it is reasonably in Telstra's control to do so, management by Wholesale Customers of the Migration of their customers in a way that:
  - (i) minimises the period of any service outage and the time taken to complete local number portability processes and any ancillary processes; and
  - (ii) subject to any Standard Industry Process, allows Wholesale Customers autonomy to:
    - (A) control the timing of the disconnection of Wholesale Services by setting and re-setting, if required, the requested date for disconnection of each Copper Service (subject to clause 9.3(b)); and
    - (B) coordinate with NBN Co to minimise the period of any service outage between the disconnection of Wholesale Services at a Premises and the connection at the same Premises of NBN Based Services.

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## 10 Pull Through Activities

### **Explanatory Note: Pull Through Activities**

The Pull Through Activity process will be undertaken by NBN Co and its installing contractors on a case by case basis, after attending a Premises and determining if the conduit is suitable for use for this purpose. NBN Co will put in place more detailed technical manuals and specifications governing Pull Through Activities, including the rectification processes (including any temporary measures) to be used in the event that NBN connection is not immediately successful.

Where the Copper Lines which are used for the purpose of Pull Through Activities are used to supply ULLS or LSS, Telstra anticipates that Wholesale Customers will primarily interact with NBN Co directly in relation to any remote testing of Cable Rectification or installed Temporary Cables.

## 10.1 Consents for Pull Through Activities

In the course of connecting a Premises to the NBN Fixed Line Network after the Region Ready for Service Date for a Rollout Region, it may be necessary or expedient for NBN Co or its installing contractor to physically remove one or more Copper Lines or HFC Lines from a lead-in conduit at that Premises in order to 'pull through' the Copper Line, HFC Line or optical fibre Line to be used for the purpose of connecting the Premises to the NBN Fixed Line Network (**Pull Through Activities**).

## 10.2 Pull Through Activities

- (a) For clarity, Pull Through Activities will be undertaken by NBN Co or its agents or contractors. Telstra is not required to undertake any Pull Through Activities, Cable Rectification or installation of any Temporary Cable by NBN Co at a Premises.
- (b) In respect of Premises to which Wholesale Services are supplied, Telstra will inform NBN Co that a lead-in conduit is not suitable for Pull Through Activities where:
  - (i) a Copper Line located in the lead-in conduit is used to supply a Wholesale Service, and the Wholesale Customer has not given prior consent to Pull Through Activities in respect of a Copper Line over which that Wholesale Customer is supplied with Wholesale Services; and
  - (ii) there is more than one Copper Line in the lead-in conduit over which Wholesale Services are being supplied and not all affected Wholesale Customers have given prior consent to Pull Through Activities in respect of Copper Lines over which those Wholesale Customers are supplied with Wholesale Services.
- (c) For the avoidance of doubt, nothing in this clause 10:
  - (i) permits or requires Telstra to seek or obtain the consent of an end user of a Wholesale Customer in relation to Pull Through Activities; and
  - (ii) makes Telstra responsible, directly or indirectly, for providing NBN Co with notice as to whether there is a priority assistance service, medical alert service, alarm service, or service with substantially similar service levels to the foregoing being supplied over a Copper Line by a person other than Telstra.

## 10.3 Notification of a Pull Through Exception Event

If NBN Co notifies Telstra that:

- (a) NBN Co is prevented by a Pull Through Exception Event from completing Pull Through Activities, Cable Rectification or the installation of a Temporary Cable at a Premises and which relates to a Copper Line used to supply a Wholesale Service; or
- (b) NBN Co has installed a Temporary Cable, which is being used to supply a Wholesale Service,

Telstra will promptly give notice to the affected Wholesale Customer of any matter notified to Telstra by NBN Co (other than to the extent that the information is confidential).



#### 10.4 Interim call diversion arrangements

- (a) Telstra will maintain call diversion as a standard feature of Wholesale Line Rental services supplied to Premises in Rollout Regions during the Migration Window so that this feature is available to end users of Wholesale Customers where NBN Co proposes to undertake Pull Through Activities at a Premises supplied with Wholesale Services.
- (b) For clarity, nothing in this clause 10.4 requires Telstra to inform end users of Wholesale Customers of the call diversion feature or how to activate it.

#### 10.5 Any temporary disconnection during Pull Through Activities will not affect call diversion or local number portability

Telstra undertakes that any outage period or temporary disconnection associated with NBN Co undertaking Pull Through Activities will not:

- (a) affect the operation (including any future cancellation) of any call diversion functionality which has been activated on the relevant Copper Path; or
- (b) prevent or restrict the porting of any telephone number associated with the Copper Path,

following completion of the Pull Through Activities and NBN Connection by NBN Co (or its Personnel).

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## 11 Telstra staff and contractors attending on site

- (a) To the greatest extent practicable, Telstra will use processes for disconnection which do not require any Personnel of Telstra to attend at end user Premises that are Passed to disconnect those Premises from a Separating Network.
- (b) Subject to clause 11(c), in the case where Personnel of Telstra are required to attend on site at a Premises in the Fixed Line Footprint within a Rollout Region for the purpose of:
  - (i) connecting an end user to an NBN Based Service who is not a Retail Customer for that service; or
  - (ii) disconnecting a Wholesale Service,the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.
- (c) Nothing in clause 11(b) will be taken to limit or prevent Personnel of Telstra from engaging in Marketing Activity if and to the extent that:
  - (i) the Marketing Activity relates to the provision of services by Telstra under the USO; and
  - (ii) the Commonwealth Government has requested or required Telstra to conduct the Marketing Activity.
- (d) Nothing in clause 11(b) will be taken to limit or prevent Personnel of Telstra from engaging in Marketing Activity if and to the extent that the Telstra Personnel are attending on site at Premises in order to disconnect a retail service supplied by

Telstra, except where the Personnel are doing so for or on behalf of NBN Co (in which case, clause 11(e) applies).

- (e) Where Personnel of Telstra are required to attend on site at a Premises for or on behalf of NBN Co as contemplated by clause 11(b), the Personnel will be prohibited from undertaking any Marketing Activity while attending on site for that purpose.
- (f) For clarity, subject to clause 11(g), Telstra Personnel may attend on site at the Premises of Retail Customers in order to perform work for and on behalf of NBN Co as well as in connection with the installation or supply of Telstra retail services, during the same visit. In those circumstances, nothing in clause 11(e) restricts or prevents those Telstra Personnel from undertaking any Marketing Activity while performing work in connection with the installation or supply of the Telstra retail service and which is therefore unrelated to the work undertaken for or on behalf of NBN Co.
- (g) Where Personnel of Telstra are required to attend for or on behalf of NBN Co on site at the Premises of a Retail Customer that is also a customer of a Wholesale Customer or another RSP, the Telstra Personnel must not undertake any "win back" or other Marketing Activity related to alternative Telstra products to the product or products supplied by that Wholesale Customer or other RSP to the end user.
- (h) Without limitation to this clause 11, Telstra will provide mandatory training for all Personnel who are engaged in attending on site at Premises in the circumstances contemplated by clause 11(b), in order to ensure that such Personnel are aware of the restrictions placed on their activities under this Plan.

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## 12 Telstra activities in the lead up to the Disconnection Date for each Rollout Region

### 12.1 Notification to disconnecting Telstra voice only Retail Customers of the automatic disconnection of related services

Where, in respect of a Premises which is Passed in a Rollout Region, Telstra supplies only a Standard Telephone Service to a Retail Customer at that Premises using the Copper Network, Telstra will notify the Retail Customer that if Telstra disconnects that Standard Telephone Service in response to a request from that Retail Customer, any other fixed line carriage service supplied using the same Copper Path, whether by Telstra or a Wholesale Customer, will also be disconnected without further notice.

### 12.2 Notification to Wholesale Customers when Wholesale Services are automatically disconnected

- (a) Where Telstra disconnects a Retail Copper Service supplied to a Premises within the Fixed Line Footprint in a Rollout Region in response to a request received from a Retail Customer and that disconnection affects a Wholesale Service supplied to that Premises using the same Copper Path, Telstra will notify the relevant Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.
- (b) Where Telstra disconnects a Copper Service supplied to a Premises within the Fixed Line Footprint in a Rollout Region in response to a disconnection order received from a Wholesale Customer and that disconnection affects a Wholesale Service supplied to a second Wholesale Customer at that Premises

using the same Copper Path, Telstra will notify the second Wholesale Customer of the disconnection, in accordance with the Existing Process for such notifications set out in Schedule 1.

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## 13 Order Stability Period

### 13.1 Order Stability Period

- (a) Telstra may apply an Order Stability Period in each Rollout Region immediately prior to and after the Disconnection Date for that Rollout Region for the purpose of facilitating Migration in an orderly and robust manner and to allow Telstra time to clear any remaining pending orders (or modifications) before the Managed Disconnection process commences.
- (b) The duration of the Order Stability Period that will apply in a Rollout Region under this Plan, unless or until amended in accordance with clause 13.2, will be a period extending:
  - (i) from a date no earlier than 20 Business Days before the Disconnection Date for that Rollout Region;
  - (ii) to a date no later than the latest date after the Disconnection Date for that Rollout Region specified in clause 15 as the date by which Telstra will permanently disconnect In-Train Order Premises.
- (c) During the Order Stability Period in each Rollout Region, Telstra will not process any order types in respect of the supply of Copper Services and HFC Services to Premises within the Fixed Line Footprint in a Rollout Region, except:
  - (i) orders for disconnection of Copper Services and HFC Services (including orders for number portability or other service requests which result in or are associated with disconnection);
  - (ii) order types set out in Schedule 9; and
  - (iii) any other order types, from time to time, that are the subject of an Order Stability Proposal that is implemented in accordance with clause 13.2.
- (d) Telstra will ensure that the length of the Order Stability Period applied in a Rollout Region and any restrictions imposed during the Order Stability Period, as varied from time to time under clause 13.2:
  - (i) are in accordance with Principles 10 and 25;
  - (ii) to the greatest extent practicable, apply to Wholesale Orders to the same extent and in the same way as they apply to Retail Orders of the same type; and
  - (iii) are imposed for the shortest period reasonably required.

#### **Explanatory Note: Order Stability Period**

The Order Stability Period under this clause 13 relates to retail services and Wholesale Services supplied by Telstra on the Copper Network and retail services supplied by Telstra on the HFC Network. The Order Stability Period will not prevent either Retail Customers or Wholesale Customers from lodging disconnection orders (and those orders being processed by Telstra), including as part of migration of a Premises to the

NBN Fixed Line Network. The Order Stability Period also does not affect the ordering or provisioning systems of NBN Co – so does not impact on the ability of RSPs to lodge connection orders with NBN Co during this period.

### 13.2 Review and modification of the Order Stability Period and associated restrictions

- (a) Telstra will review the Order Stability Period from time to time to assess whether the duration and nature of restrictions set out in clauses 13.1(b) and 13.1(c) require adjustment with the benefit of operational experience, and taking into account the Plan Objectives and the Determination, including in each of the following circumstances:
  - (i) where Telstra is requested to do so by the ACCC;
  - (ii) where Telstra is requested to do so by the Adjudicator; and
  - (iii) where Telstra is reasonably requested to do so by a Wholesale Customer.
- (b) In undertaking any review of the Order Stability Period, Telstra will consult with the ACCC or Adjudicator (as the case may be), NBN Co, Wholesale Customers and any relevant NBN working group of Communications Alliance.
- (c) Where Telstra undertakes a review of the Order Stability Period, unless otherwise agreed with a party requesting the review, Telstra will complete its review within 20 Business Days of the date that Telstra receives the relevant request.
- (d) As soon as reasonably practicable and in any event within 10 Business Days of completing its review of the Order Stability Period, Telstra will:
  - (i) notify the ACCC or the Adjudicator (as applicable) of any proposal to introduce a different Order Stability Period or to modify the number or type of orders which are subject to the relevant restrictions (**Order Stability Proposal**) – where Telstra is reviewing its Order Stability Period at the request of a Wholesale Customer, it will notify the ACCC;
  - (ii) publish a description of the Order Stability Proposal on the Wholesale Portal, together with the reasons for and likely costs and benefits of the Order Stability Proposal; and
  - (iii) consult in good faith with the ACCC and Adjudicator (as applicable), and Wholesale Customers, including providing them with a reasonable prior opportunity to comment on the Order Stability Proposal.
- (e) To the extent that an Order Stability Proposal would have the effect of reducing:
  - (i) the duration of the Order Stability Period; or
  - (ii) the number or type of orders that are the subject of restrictions;and provided that, if the Order Stability Proposal affects Copper Services, the change applies on an equivalent basis between Retail Customers and Wholesale Customers, Telstra is not required to seek prior approval from the ACCC or the Adjudicator in order to implement the Order Stability Proposal.

- (f) Telstra must provide a copy of any Order Stability Proposal under clause 13.2(e) to the ACCC and at the same time publish a copy of the Order Stability Proposal on its Wholesale Customer Portal, and this clause 13 will be taken to be varied to give effect to the Order Stability Proposal on the date which is 20 Business Days following the date on which such publication occurs.
- (g) If clause 13.2(e) does not apply to an Order Stability Proposal, the ACCC or Adjudicator (as applicable) may:
  - (i) accept the Order Stability Proposal; or
  - (ii) reject the Order Stability Proposal provided that in doing so the ACCC or Adjudicator (as applicable) provide reasons for rejection.
- (h) If an Order Stability Proposal is accepted under clause 13.2(e), then:
  - (i) this clause 13 will be taken to be varied to reflect the new or modified restrictions on order processing or the modified Order Stability Period specified in the Order Stability Proposal; and
  - (ii) Telstra will notify Wholesale Customers of the new Order Stability Period, including publishing a notice on the Telstra Wholesale website.
- (i) A Wholesale Customer may refer any of the following matters as a dispute under clause 32 of this Plan:
  - (i) any complaint that the operation of the Order Stability Period does not provide for equivalent treatment of orders received by Telstra from Wholesale Customers and Retail Customers (in respect of comparable services), or that the operation of the Order Stability Period is otherwise inconsistent with Principles 10 or 25; or
  - (ii) a failure by Telstra to consult in good faith or to provide Wholesale Customers with a reasonable prior opportunity to comment on the Order Stability Proposal.

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## 14 Managed Disconnection commencing at the Disconnection Date

### 14.1 Managed Disconnection to commence on the Disconnection Date

- (a) On and from the date which is 5 Business Days after the Disconnection Date for a Rollout Region, Telstra will commence to disconnect all remaining Copper Services and HFC Services which are still active at Premises within the Fixed Line Footprint in that Rollout Region and for which no disconnection order has been received by Telstra from a Retail Customer or a Wholesale Customer at that Premises before the Disconnection Date in accordance with this clause 14 (**Managed Disconnection**).
- (b) Subject to clause 14.3, Telstra will complete Managed Disconnection of all Premises within the Fixed Line Footprint in a Rollout Region by the date which is 45 Business Days after the Disconnection Date, except for the following types of Premises, Copper Services and HFC Services:
  - (i) In-Train Order Premises, which will be disconnected in accordance with clause 15.1A or 15.1 (as applicable to the relevant Premises);

- (ii) Added Premises, which may be disconnected in accordance with clause 15.2;
  - (iii) Affected Premises which Telstra is prohibited by law from disconnecting, in accordance with clause 15.3;
  - (iv) any Premises or Copper Services or HFC Services that are Reconnected in accordance with clause 19;
  - (v) all Special Services, which will be disconnected in accordance with the process and principles set out in clause 22 in this Plan;
  - (vi) any Premises to which clause 15.5 applies;
  - (vii) any Premises to which clause 15.6 applies;
  - (viii) any Premises to which clause 15.7 applies;
  - (ix) any Premises to which clause 15.8 applies; and
  - (x) any Premises to which clause 15.9 applies.
- (c) The period commencing on the Disconnection Date and ending on the latest date permitted for disconnection of a Premises under this clause 14.1 is the **'Disconnection Window'** for that Premises.

#### **14.2 Processes to be used by Telstra for undertaking Managed Disconnection**

The process or processes that will be used by Telstra to undertake Managed Disconnection during the Disconnection Window are set out in Schedule 3.

#### **14.3 Network Management Services**

Telstra is permitted to provide, and there is no obligation under this Plan requiring it to disconnect, any Network Management Services, including where provided in a Rollout Region after the Disconnection Date for that Rollout Region.

#### **14.4 Telstra to notify Wholesale Customers before final disconnection**

On or as soon as reasonably practicable after the Disconnection Date, Telstra will notify Wholesale Customers of any Wholesale Services which Telstra supplies to that Wholesale Customer at Premises which are Passed in the Rollout Region and which will be disconnected as part of the Managed Disconnection, including by notifying those Wholesale Customers of the impending disconnection on the Wholesale Portal.

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## **15 Types of Premises and related Disconnection Windows**

### **15.1A Disconnection of In-Train Order Premises in Rollout Regions with Disconnection Dates between 1 January 2016 and 30 June 2022**

- (a) Telstra will procure that NBN Co will provide Telstra with a list of In-Train Order Premises that are Passed within each Rollout Region on the following dates:
  - (i) for those Premises that are not MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022)

(i)(A) the Disconnection Date for that Rollout Region; and

(B) the date which is 26 Business Days after the Disconnection Date for that Rollout Region.

(ii) for those Premises that are MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022)

(A) an initial list on 18 March 2022

(B) a further and updated list on the date which is 41 Business Days after 18 March 2022

(b) In respect of a Premises within the Fixed Line Footprint of a Rollout Region whose Disconnection Date falls between 1 January 2016 and 30 June 2022 (both dates inclusive) that is Passed, if:

(i) for those Premises that are not MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022) an NBN Initial Connection Order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located and that Premises is not NBN Connected as at the date which is:

(A) 1 Business Day before the Disconnection Date; or

(B) 25 Business Days after the Disconnection Date,

for the Rollout Region in which that Premises is located, irrespective of the date that NBN Initial Connection Order is received; or

(ii) for those Premises that are not MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022) an NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co irrespective of the date that NBN Subsequent Order is received, and that NBN Subsequent Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises as at the date which is:

(A) 1 Business Day before the Disconnection Date; or

(B) 25 Business Days after the Disconnection Date,

for the Rollout Region in which that Premises is located, irrespective of whether and when the Premises became NBN Connected prior to that date; or

(iii) for those Premises that are MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022) an NBN Initial Connection Order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before 18 March 2022 and is not NBN Connected as at the date which is:

(A) 1 Business Day before 18 March 2022; or

(B) 40 Business Days after 18 March 2022;

irrespective of the date that NBN Initial Connection Order is received; or

(v) for those Premises that are MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022), an NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co (irrespective of the date that NBN Subsequent Order is received, and that NBN Subsequent Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises as at the date which is:

(A) 1 Business Day before 18 March 2022; or

(B) 40 Business Days after 18 March 2022;

irrespective of whether and when the Premises became NBN Connected prior to that date; or

(v) the Premises is a Non-NBN Extended Fire or Lift Service and appears on a list determined in accordance with clause 15.5(a); or

(iii)(vi) the Premises becomes NBN Connected within the ITO Period applicable in respect of the Rollout Region in whose Fixed Line Footprint that Premises is located, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or

(iv)(vii) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the ITO Period applicable in respect of the Rollout Region in whose Fixed Line Footprint that Premises is located, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection Order; or

(v)(viii) an AT FTTP Order is received by NBN Co, but:

- (A) the Premises is not NBN Serviceable using FTTP as at the Disconnection Date for the Rollout Region in which that Premises is located; or
- (B) the Premises becomes NBN Serviceable using FTTP on, or after the date that is four months prior to the Disconnection Date for the Rollout Region in which that Premises is located and remains NBN Serviceable using FTTP as at the Disconnection Date,

that Premises is an **In-Train Order Premises** and any relevant NBN order is an **In-Train Order** for the purposes of applying this clause 15.1A.

- (c) Telstra will, subject to clause 15.1A(d) and 15.4, continue to supply on and after the Disconnection Date for that Rollout Region each Copper Service and/or HFC Service (including, where necessary, by Restoring any active Copper Service or HFC Service) which it supplied as at the Disconnection Date to a Premises notified by NBN Co as an In-Train Order Premises, until the earliest of the following Phases applies in respect of that Premises, and then Telstra will



disconnect the Premises in accordance with the Managed Disconnection process applicable within that Phase as specified below:

- (i) **Phase 1:** if NBN Co notifies Telstra at the date that is 60 Business Days after the Disconnection Date for the relevant Rollout Region that an ITO Premises became a Completed ITO Premises before that Disconnection Date (**Phase 1 ITO Premises**), the following Managed Disconnection Process will apply to that Phase 1 ITO Premises:
  - (A) Telstra may continue to provide each relevant Copper Service or HFC Service which it supplied to the Phase 1 ITO Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect that Phase 1 ITO Premises under clause 15.1A(c)(i)(D);
  - (B) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Copper Services or HFC Services which are supplied to Phase 1 ITO Premises up to the date which is 90 Business Days after the Disconnection Date for that Rollout Region;
  - (C) Telstra will commence the disconnection of all Copper Services and/or HFC services supplied to Phase 1 ITO Premises in accordance with Required Measure 2 or Required Measure 3 (as applicable) from the date that is 90 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 95 Business Days after the Disconnection Date for that Rollout Region; and
  - (D) Telstra will permanently disconnect Phase 1 ITO premises as soon as reasonably practicable after the date which is 95 Business Days after the Disconnection Date for that Rollout Region.
- (ii) **Phase 2:** the following Managed Disconnection process will apply to:
  - (A) an ITO Premises that NBN Co notifies Telstra became a Completed ITO Premises between the Disconnection Date for the relevant Rollout Region and the date that is 120 Business Days after that Disconnection Date (both dates inclusive); and
  - (B) any remaining ITO Premises which NBN Co has not notified Telstra is a Completed ITO Premises in accordance with clauses 15.1A(c)(i) or 15.1A(c)(ii)(A),  
**(Phase 2 ITO Premises)**,
  - (C) Telstra may continue to provide each relevant Copper Service or HFC Service which it supplied to the Phase 2 ITO Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect that Phase 2 ITO Premises under 15.1A(c)(ii)(F);
  - (D) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Copper Services or HFC Services which are supplied to Phase 2 ITO Premises up to the date which is 150 Business Days after the Disconnection Date for that Rollout Region;

(E) Telstra will commence the disconnection of all Copper Services and/or HFC Services supplied to Phase 2 ITO Premises **which are not MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022)** in accordance with Required Measure 2 or Required Measure 3 (as applicable) from the date that is 150 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 155 Business Days after the Disconnection Date for that Rollout Region; and

(F) Telstra will then permanently disconnect Phase 2 ITO premises **which are not MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022)** as soon as reasonably practicable after the date that is 155 Business Days after the Disconnection Date for that Rollout Region.

~~(G)~~ **Telstra will commence the disconnection of all Copper Services and/or HFC Services supplied to Phase 2 ITO Premises, which are MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022), in accordance with Required Measure 2 or Required Measure 3 (as applicable) from the date that is 170 Business Days after 18 March 2022 and, where practicable, complete disconnection of these services by the date that is 175 Business Days after 18 March 2022.**

~~(H)~~ **Telstra will then permanently disconnect Phase 2 ITO Premises which are MDU Common Areas or Extended Fire or Lift Services (in both cases located in a Rollout Region where the Disconnection Date for that Rollout Region is prior to 18 March 2022), as soon as reasonably practicable after the date that is 175 Business Days after 18 March 2022.**

- (d) If Telstra receives an order from a Retail Customer or Wholesale Customer to disconnect a Copper Service and/or HFC Service which Telstra supplies at an In-Train Order Premises, Telstra will disconnect that Copper Service and/or HFC Service as soon as practicable after Telstra receives the disconnection order.
- (e) As soon as reasonably practicable after NBN Co notifies Telstra under clauses 15.1A(c)(i) or 15.1A(c)(ii)(A), that a Premises is a Completed ITO Premises, Telstra will notify any Wholesale Customer to whom Telstra supplies a Wholesale Service at those Completed ITO Premises that the Wholesale Service will be disconnected in accordance with the processes set out in clauses 15.1A(c)(i) and 15.1A(c)(ii) (as applicable). This notification to a Wholesale Customer of the impending disconnection of the Wholesale Service will occur no later than notification to a Telstra Retail Business Unit of the impending disconnection of any retail services at that Completed ITO Premises.
- (f) For ITO Premises in a Rollout Region with a Disconnection Date in the period commencing on 1 February 2016 and ending on the day before the first Disconnection Date for the Rollout Region (whether that Rollout Region or another Rollout Region) that occurs on or after the expiry of the period of 30 Business Days from the ACCC's approval of the amended Plan incorporating this new clause 15.1A on 21 July 2016 (both dates inclusive), only the Phase 2

Mandatory Disconnection process will apply to Phase 1 ITO Premises (and the Phase 1 Mandatory Disconnection process will not apply in this period).

**15.1 Disconnection of In-Train Order Premises in Rollout Regions with Disconnection Dates on or after 1 July 2022**

- (a) Telstra will procure that NBN Co will provide Telstra with a list of In-Train Order Premises that are Passed within each Rollout Region on the following dates:
    - (i) the Disconnection Date for that Rollout Region; and
    - (ii) the date which is 26 Business Days after the Disconnection Date for that Rollout Region.
  - (b) In respect of a Premises within the Fixed Line Footprint of a Rollout Region whose Disconnection Date is on or after 1 July 2022 that is Passed, if:
    - (i) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located and that Premises is not NBN Connected as at the Disconnection Date; or
    - (ii) a valid and serviceable order for the provision to an NBN Customer of an NBN Service to that Premises has been received by NBN Co between the Disconnection Date for the Rollout Region in which the Premises is located and the date which is 25 Business Days after that Disconnection Date (both dates inclusive); or
    - (iii) the Premises becomes NBN Connected within one month before the Disconnection Date for the Rollout Region in which that Premises is located; or
    - (iv) that Premises:
      - (A) is NBN Connected as at the Disconnection Date; and
      - (B) one or more valid and serviceable orders for the provision to an NBN Customer of one or more additional NBN Service to that Premises has been received by NBN Co before the Disconnection Date for the Rollout Region in which that Premises is located; and
      - (C) any of the orders referred to in clause 15.1(b)(iv)(B) has not either:
        - (I) resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co as at the Disconnection Date; or
        - (II) been revoked or cancelled as at the Disconnection Date,
- that Premises is an **In-Train Order Premises** and any relevant NBN order is an **In-Train Order** for the purposes of applying this clause 15.1.
- (c) Subject to clause 15.4, in respect of In-Train Order Premises on and after the Disconnection Date for a Rollout Region, Telstra will continue to supply each Copper Service and/or HFC Service (including, where necessary, by Restoring any active Copper Service or HFC Service) which it supplied as at the

Disconnection Date to a Premises notified by NBN Co as an In-Train Order Premises, until the earliest of the following dates, on which date Telstra will then disconnect the Premises:

- (i) the date that a Copper Service or HFC Service is disconnected in accordance with a standard disconnection order or Existing Process;
- (ii) the date that is not more than 30 Business Days after the date that:
  - (A) Telstra is notified by NBN Co that the In-Train Order Premises has been NBN Connected; or
  - (B) Telstra is notified by NBN Co that the In-Train Order is cancelled or revoked before NBN Connection of that In-Train Order Premises; or
  - (C) if there is more than one In-Train Order for NBN Based Services at an In-Train Order Premises, the date on which sub-paragraphs 15.1(c)(ii)(A) or (B) applies to the last of those In-Train Orders; and
- (iii) as soon as reasonably practicable after the date which is 120 Business Days after that Disconnection Date.

## 15.2 Disconnection of Added Premises

- (a) If:
  - (i) a Premises is added to the Fixed Line Footprint in a Rollout Region after the Ready for Service Date or Disconnection Commencement Date for that Rollout Region but before the date that is six months prior to the Disconnection Date for that Rollout Region (an **Added Premises**);
  - (ii) Telstra has a contractual obligation to the Retail Customer or the Wholesale Customer in respect of that Premises to provide a notice period prior to disconnecting that Premises, and that notice period is longer than the period between the date that NBN Co notifies Telstra of the addition of the Premises to the Fixed Line Footprint and the Disconnection Date for the Rollout Region; and
  - (iii) prior to the Disconnection Date for that Rollout Region, that Retail Customer or Wholesale Customer objects to Telstra in writing to the disconnection of that Premises by the Disconnection Date,

then:

- (iv) Telstra may continue to provide those Copper Services or HFC Services that Telstra provided to that Premises as at that Disconnection Date between that Disconnection Date and the earlier of:
  - (A) the date that those Copper Services or HFC Services are disconnected in accordance with a standard disconnection order or Existing Process;
  - (B) the end of the notice period referred to in clause 15.2(a)(ii) (calculated on the basis that the notice period begins on the date which is 20 Business Days after the date that NBN Co notifies

Telstra of the addition of the Premises to the Fixed Line Footprint);  
and

- (C) the date which is 18 months after the date that Telstra is notified that the Premises is added to the Fixed Line Footprint;
- (v) or such later date determined under clause 15.2(b).
- (b) Clause 15.1A or 15.1 (as applicable to the relevant Premises) will apply to extend the date until which Telstra may continue to supply Copper Services and HFC Services under clause 15.2(a)(iv), and will establish the later date on which Telstra will disconnect the Premises, as if all references in clause 15.1A or 15.1 (as applicable) to the Disconnection Date for a Rollout Region in which a Premises is located are references to the date until which Telstra may provide carriage services under clause 15.2(a)(iv) (but for this clause 15.2(b)).
- (c) This clause 15.2 does not apply to Service Continuity Regions. The Fixed Footprint List for a Service Continuity Region will comprise only those Premises within the Parent Rollout Region that were notified by NBN Co to Telstra as having not been NBN Serviceable as at the date which is 6 months before the Disconnection Date for the Parent Rollout Region and no further Premises may be added unless otherwise agreed between Telstra and NBN Co.

### **15.3 Premises where disconnection is prohibited by law**

- (a) Telstra may continue to supply Copper Services and HFC Services to any Premises in a Rollout Region which is Passed on or after the Disconnection Date for that Rollout Region (**Affected Premises**) to the extent that Telstra is prevented by law from:
  - (i) ceasing the provision of those services to that Affected Premises; and
  - (ii) disconnecting the Affected Premises.
- (b) Telstra will disconnect an Affected Premises no later than 20 Business Days after the date that Telstra ceases to be prevented by law from:
  - (i) ceasing the provision of those services to that Affected Premises; and
  - (ii) disconnecting the Affected Premises.

### **15.4 Disconnection of Copper Services where no order for an NBN-Based Service after the Disconnection Date**

Subject to clause 15.3, Telstra may disconnect a Copper Service (except for a Special Service or Special Service Input) at a Premises that is Passed within a Rollout Region at any time after the Disconnection Date for that Rollout Region, where:

- (a) in the case of a retail service, the end user has informed Telstra, that the end user in respect of the retail service does not intend to Migrate and the Premises is not an In-Train Order Premises; or
- (b) in the case of a Wholesale Service, the Wholesale Customer has informed Telstra that the end user in respect of the Wholesale Service has advised that Wholesale Customer that it does not intend to Migrate and the Premises is not an In-Train Order Premises.

## 15.5 Disconnection of Premises with registered fire alarms and lift phones

(a) ~~Subject to clause 15.1A, Where~~ here Telstra is notified by NBN Co that a Copper Service at a Premises that is Passed within a Rollout Region is being used by an Application Service Provider to supply a fire alarm or a lift phone included on a register maintained by NBN Co, Telstra may continue to supply any existing Copper Services to that Premises (including, where necessary, by Restoring a Copper Service) until ~~the earliest of the following:~~

- (a) ~~(i) for Extended Fire or Lift Services, the Extended Fire or Lift End Date~~
- ~~(ii) for all other fire or lift services, the Disconnection Date that applies to Premises which are not Extended Fire or Lift Services in the Rollout Region in which that Premises is located (subject to any extensions or changes to that date that may apply)~~
- ~~(f) the date that last Copper Service supplied to the Premises is disconnected in accordance with a standard disconnection order; and~~
- ~~(ii) as soon as reasonably practicable after the date which is~~
- ~~(A) (for Premises in a Rollout Region that has a Disconnection Date on or before 31 July 2017), 27 February 2018; or~~
- ~~(B) (for Premises in a Rollout Region that has a Disconnection Date from 1 August 2017 to 31 December 2017), 188 Business Days after the Disconnection Date for the Rollout Region.~~
- ~~(b) Prior to the Extended Fire or Lift End Date, Telstra and NBN Co will consult to determine a list of all Premises that are Passed within a Rollout Region and are a fire alarm or lift phone service included on a register maintained by NBN Co (whether or not they are in a MDU Common Area) which are still active as at the Extended Fire or Lift Disconnection Date (such services being in a Rollout Region which is past its Disconnection Date), each an Extended Fire or Lift Service.~~
- ~~(c) Prior to the Extended Fire or Lift End Date, Telstra and NBN Co will consult to determine a list of all Premises that are Extended Fire or Lift Services to be migrated to an alternative non-NBN network (Non-NBN Extended Fire or Lift Services) on the following dates:~~
  - ~~(i) on or promptly following the Extended Fire or Lift Disconnection Date; and~~
  - ~~(ii) a further and updated list on the date which is 40 Business Days after the Extended Fire or Lift Disconnection Date.~~~~and such Non-NBN Extended Fire or Lift Services will be treated by Telstra in the same manner as other In-Train Order Premises for the purposes of clause 15.1A.~~
- ~~(d) Subject to clause 15.1A, Extended Fire or Lift Services will be disconnected on or before the Extended Fire or Lift End Date.~~
- ~~(e) Following the Extended Fire or Lift End Date, and subject to clause 15.1A, Telstra will as soon as reasonably practicable complete permanent~~

disconnection of each Copper Path connected to an Extended Fire or Lift Service which is the subject of disconnection under clause 15.5. For the avoidance of doubt, for any fire alarm or lift phone service which is not an Extended Fire or Lift Service, those Premises will be disconnected in accordance with the procedures that apply to the Rollout Region in which those Premises are located.

(b) This clause 15.5

(i) does not apply to Premises at which a Copper Service is used to supply a fire alarm or a lift phone unless the relevant fire alarm or lift phone was registered with NBN Co on or before the date which is 25 Business Days after the Disconnection Date for the Rollout Region (or as otherwise determined in accordance with the Definitive Agreements) and is able to be matched to Telstra's records on the basis of the details registered with NBN Co.

(ii) does not apply to any Premises that is an MDU Common Area, and

(iii) will only apply in respect of Premises in Rollout Regions that have a Disconnection Date which occurs on or before 31 December 2017.

**Explanatory Note: Transitional arrangements for registered fire alarms and lift phones**

NBN Co maintains registers for back to base fire alarms and lift phones, where end users can register their services. Industry arrangements to manage the smooth migration of these services are still being developed and NBN Co will undertake an awareness campaign with alarm and phone service providers and other stakeholders. It is intended that the industry arrangements will ensure that fire alarm and lift phone services are migrated early in the migration window. However, as a transitional measure during 2015 to 2017, managed disconnection for these Premises was extended to align with the maximum In-Train Order disconnection period.

**15.6 Disconnection of FTTB-Connected Premises**

Where before the date Telstra would have been required (but for this clause 15.6) to complete Managed Disconnection of the Copper Services and HFC Services at a Premises within the Fixed Line Footprint in a Rollout Region:

- (a) Telstra is notified by NBN Co that the Access Technology NBN Co uses or proposes to use to make that Premises NBN Serviceable has changed from FTTP to FTTB and, as a result, that Premises will be classified as an FTTB-Connected Premises; and
- (b) that FTTB-Connected Premises is within the Fixed Line Footprint in a Rollout Region whose Disconnection Date is on or before 9 September 2016,

then (regardless of whether the Premises continues to be an FTTB-Connected Premises) the Disconnection Date for that Premises will be extended to 23 September 2016 for the purpose of applying the Managed Disconnection process set out in clause 14.

**15.7 Disconnection of Service Class 0 Premises**

In respect of a Premises within the Fixed Line Footprint of a Service Continuity Region which is connected by a Copper Service and/or HFC Service, if:

- (a) Telstra is notified by NBN Co on or before the date that is 3 months before the Disconnection Date for that Service Continuity Region that the Premises is Service Class 0; and
- (b) the Disconnection Date for that Service Continuity Region falls on a date between 1 February 2016 and 31 October 2016 (both inclusive),

then Telstra will not commence Managed Disconnection of that Premises until 150 Business Days after the Disconnection Date for that Service Continuity Region and, for the purposes of clause 14, that later date will be deemed to be the Disconnection Date for that Premises.

#### 15.8 Disconnection of Premises affected by NBN Co's HFC stop sell

In respect of a Premises within the Fixed Line Footprint of a Rollout Region (other than a Service Continuity Region) with a Disconnection Date in:

- (a) the calendar month of February 2018, and that is showing as NBN Serviceable using HFC in the NBN Co Service Qualification System on 14 February 2018; or
- (b) the calendar months of March to May 2018 and that is showing as NBN Serviceable using HFC in the NBN Co Service Qualification System on 6 March 2018,

Telstra will not commence Managed Disconnection of that Premises until 150 Business Days after the Disconnection Date for that Rollout Region and, for the purposes of clause 14, that later date will be deemed to be the Disconnection Date for that Premises.

#### ~~15.9 Disconnection of Extended SCR Complex RTC Premises~~

- ~~(a) In respect of a Premises (other than an MDU Common Area) within the Fixed Line Footprint of a Service Continuity Region which is connected by a Copper Service and/or HFC Service, if,~~
- ~~(i) the Premise is not NBN Serviceable at any point from the date that is 3 months before the Disconnection Date for that Service Continuity Region until the Disconnection Date for that Service Continuity Region; and~~
- ~~(ii) Telstra is notified by NBN Co that the Premise is an 'Extended SCR Premise'; and~~

~~(each an "Extended SCR Premise")~~

~~Telstra will not commence Managed Disconnection of that Premises until 150 Business Days after the Disconnection Date for that Service Continuity Region~~



and, for the purposes of clause 14, that later date will be deemed to be the Disconnection Date for that Premises.

(b) In respect of Extended SCR Premises where:

(i) the date that Telstra was to commence Managed Disconnection of that Extended SCR Premises under clause 15.9(a) was after 20 March 2019; and

(ii) Telstra is notified in writing by NBN Co before the date that Telstra is to commence Managed Disconnection of that Extended SCR Premises under clause 15.9(a) that the Extended SCR Premise will remain not NBN Serviceable after that date;

then Telstra will not commence Managed Disconnection of that Extended SCR Premises until 150 Business Days after the date that Telstra was to commence Managed Disconnection of that Extended SCR Premises under clause 15.9(a) and, for the purposes of clause 14, that later date will be deemed to be the Disconnection Date for that Premises.

**15.9** A Premises that is subject to clause 15.8 cannot be an Extended SCR Premise.

(a) In respect of Newly Serviceable Premises, Telstra will not commence Managed Disconnection of that Premises until 150 Business Days after the Disconnection Date for the Rollout Region in which the Premises is located, and will permanently disconnect that premises as soon as reasonably practicable after that date.

(b) In respect of Complex RTC Premises, including Serviceable Complex RTC Premises:

(i) Telstra will notify any Wholesale Customer to whom Telstra supplies a Wholesale Service at the Complex RTC Premises that the Complex RTC Premises has become a Serviceable Complex RTC Premises no later than 10 Business Days after receipt of such notice from NBN Co;

(ii) Telstra will notify any Wholesale Customer to whom Telstra supplies a Wholesale Service at the Complex RTC Premises of the relevant Extended Disconnection Date for the Complex RTC Premises; and

(iii) Telstra will commence Managed Disconnection of that Premises by the Extended Disconnection Date and will then permanently disconnect the Premises as soon as is reasonably practicable after the Extended Disconnection Date.

(c) This notification to a Wholesale Customer of the impending disconnection of the Wholesale Service in accordance with clause 15.9(b)(i) and (ii) will occur via the Wholesale Customer Portal no later than notification to a Telstra Retail Business Unit of the impending disconnection of any retail services at that Complex RTC Premises.

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## 16 Disconnection of all Premises to be completed by the Designated Day

As at the Designated Day, Telstra will have permanently disconnected all Premises that are Passed from all Separating Networks, except:

- (a) Premises in any Rollout Region in which NBN Co is still in the process of undertaking a rollout as at the Designated Day, in which case Telstra will complete disconnection of that Rollout Region in accordance with this Plan, including undertaking a Managed Disconnection process following the later Disconnection Date for that Rollout Region, in accordance with clauses 14 and 15;
- (b) Premises to which Telstra or a Wholesale Customer are supplying a Special Service or a Special Service Input, and in respect of which a Disconnection Date has not occurred for the applicable SS Class (or, if applicable, extended date for disconnection for that particular Special Service or Special Service Input) in accordance with clause 22;
- (c) Premises that have had Copper Paths or HFC Lines built or Reconnected in accordance with clause 19; and
- (d) Premises that are MDU Common Areas, where such Premises is still being supplied with active Copper Services or HFC Services, in accordance with clause 1.4.

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## **17 No supply of new Copper Services and HFC Services after a Premises becomes NBN Serviceable**

### **17.1 No supply of Copper Services**

- (a) Subject to clauses 17.2, 17.3, 17.5, 17.6, and 22, Telstra will not supply any new Copper Service to a Retail Customer or to a Wholesale Customer using a Separating Network after the Cease Sale Commencement Date for a Rollout Region at a Premises within the Fixed Line Footprint in that Rollout Region which, at the time the order or request is received by Telstra:
  - (i) is NBN Serviceable; or
  - (ii) is a Frustrated Premises.
- (b) Nothing in this clause 17.1 prevents or restricts Telstra (in its discretion) from supplying a new standard telephone service in fulfilment of a USO requirement at a Frustrated Premises.
- (c) As soon as reasonably practicable after the date when NBN Co commences to identify Frustrated Premises in the NBN Co service qualification system, Telstra will notify the ACCC and NBN Co of the date from which it reasonably considers it will be able to implement the requirements of clause 17.1(a)(ii) and clause 17.1(b), which clauses will then commence on and from that date, unless a later date is approved in writing by the ACCC.

### **17.2 Copper Services required to retain a telephone number in association with a new NBN Connection**

A service will not be treated as a new Copper Service for the purposes of clause 17.1 where a Retail Customer or the end user of a Wholesale Customer wishes to retain their existing telephone number in the course of Migration and:

- (a) the Retail Customer, or the end user of a Wholesale Customer, has submitted an order or request (to either Telstra or the Wholesale Customer) which requires an NBN Connection at the relevant Premises;

- (b) connection of that Copper Service is reasonably required to enable the telephone number to be retained following NBN Connection of that Premises; and
- (c) the telephone number cannot be transferred in the course of NBN Connection by means of an LNP Request.

**17.3 Copper Service required to replace ULLS at FTTB and FTTN-Connected Premises**

- (a) A service will not be treated as a new Copper Service for the purpose of clause 17.1 if and to the extent that all of the following apply:
  - (i) the Copper Service is supplied by Telstra to a Wholesale Customer using a voiceband-only Copper Sub-Loop licensed by NBN Co to Telstra following the jumpering of the Telstra Copper Network to an NBN Co splitter at an NBN Co FTTN or FTTB node; and
  - (ii) Telstra was supplying the Wholesale Customer with a ULLS immediately prior to the jumpering work referred to in subclause (i); and
  - (iii) Telstra supplies the Copper Service in the course of supplying the Wholesale Customer with continued access to the voice band to supply carriage services to the same Premises previously supplied the ULLS.
- (b) Supply of the voice band referred to in clause 17.3(a)(iii) must be on the same terms and conditions as applied to the supply of the ULLS to the relevant Wholesale Customer immediately prior to NBN Co undertaking the jumpering work referred to in clause 17.3(a)(i).

**17.4 No supply of HFC Services**

Telstra will not supply any new HFC Service to a Premises using a Separating Network after the Cease Sale Commencement Date for a Rollout Region at a Premises within the Fixed Line Footprint in that Rollout Region which is NBN Serviceable.

**17.5 Order transition arrangements during the last 6 months of the Migration Window**

- (a) This clause 17 does not apply in circumstances where Telstra is supplying a new Copper Service or HFC Service or Restoring a Copper Service or HFC Service at a Premises within the Fixed Line Footprint in a Rollout Region during the 6 months immediately before the Disconnection Date for that Rollout Region, and where:
  - (i) in-place copper or HFC infrastructure (as applicable) exists at the Premises, so that no new infrastructure is required to be installed in order to supply the new Copper Service or HFC Service or to Restore the Copper Service or HFC Service; and
  - (ii) the Copper Service or HFC Service is being supplied by Telstra on a transitional basis, where Telstra has been notified by NBN Co or the relevant RSP (or otherwise in accordance with any Industry Migration Arrangements) that:
    - (A) an order has been placed for an NBN-Based Service at the Premises; and

- (B) due to an error in service classification by NBN Co, the NBN Connection associated with that order is unlikely to be completed within 15 Business Days of the date on which NBN Co receives the order.

#### **17.6 Commencement and operation of Clause 17**

- (a) Clauses 17.1 and 17.4 do not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra prior to the Cease Sale Commencement Date.
- (b) This clause 17 will not apply to orders or requests for the supply of new Copper Services or HFC Services received by Telstra:
  - (i) on or before 31 July 2015 in respect of any Premises which NBN Co notifies Telstra is, or is intended to be made, NBN Serviceable by an FTTB Connection;
  - (ii) on or before 30 September 2015 in respect of any Premises which NBN Co notifies Telstra is, or is intended to be made, NBN Serviceable by an FTTN Connection; and
  - (iii) between 1 December 2017 and 27 April 2018 (or a later date agreed between Telstra and NBN Co and notified to the ACCC in writing) in respect of any Premises that, at the date the relevant order or request is assessed by Telstra:
    - (A) is showing as NBN Serviceable using HFC in the NBN Co Service Qualification System; and
    - (B) if the Premises is an HFC Connected Premises, there is no active NBN Service provided to it.

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## **18 HFC Services**

### **18.1 No wholesale supply of services using the HFC Network**

Telstra will not be required to supply carriage services to Wholesale Customers or otherwise on a wholesale basis using the HFC Network.

### **18.2 HFC Infrastructure**

Telstra will not:

- (a) accept an order to supply an HFC Service to; or
- (b) knowingly assist a person to whom Telstra has previously supplied an HFC Service to continue to receive supply of an HFC Service at,

a Premises located outside the Telstra HFC Network Footprint.

### **18.3 Terms and conditions for HFC Services**

- (a) Telstra must in respect of its supply of HFC Services (in each case, whether or not supplied together with other services) to Retail Customers after the Varied Plan Commencement Date:

- (i) ensure that, where Telstra supplies HFC Services to Retail Customers on a fixed term basis, the fixed term specified must not exceed 24 months duration, unless Telstra extends that term so in order to respond to the availability of competitive fixed term offers, other than offers applicable only in respect of NBN Based Services, of longer than 24 months being widely available in the market;
- (ii) ensure that the terms and conditions for the supply of HFC Services on a fixed term basis include a provision for the payment of an early termination charge that requires that amount to be calculated in a manner that will not result in a payment by a Retail Customer that is higher than:
  - (A) unless subclause (B) applies, the early termination charge that would have been imposed on Retail Customers in equivalent circumstances under Telstra's standard contracts for the supply of HFC Services as at 3 November 2014; or
  - (B) in the case of a fixed term contract other than a Matching Fixed Offer (as defined below) only, if greater than the amount in subparagraph (A), a genuine pre-estimate of the loss to Telstra reasonably likely to be incurred as a result of early termination by the Retail Customer (acknowledging that the loss to Telstra may reduce over the term of the contract);
- (iii) continue to supply and reasonably publicise the availability to Retail Customers of the following three casual plan offers (**Casual Offers**) for HFC Services, being contracts for services that are available on a month to month basis:
  - (A) Telstra Broadband 50GB Bundle;
  - (B) Telstra Broadband 200GB Bundle; and
  - (C) Telstra Broadband 500GB Bundle.

In addition, Telstra will continue to supply and reasonably publicise the same offers on a fixed term basis (**Matching Fixed Offer**). Telstra may modify the terms of the Casual Offers and Matching Fixed Offers, including replacing them with new or upgraded offers, provided that in doing so Telstra must comply with clause 18.3(a)(iv) and in the case of Matching Fixed Offers, clause 18.3(a)(ii);

- (iv) ensure that the same terms and conditions apply to the Casual Offers and Matching Fixed Offers, except that the terms and conditions for supply under a Casual Offer:
  - (A) for the period up to 30 June 2017, may require payment by the Retail Customer of an additional fee of not greater than \$120 (such fee payable at such time and in such manner as determined by Telstra);
  - (B) for the period from 1 July 2017 to 31 December 2017, may require payment by the Retail Customer of a fee in addition to that in (A) of not greater than a reasonable estimate of the additional direct costs to Telstra of supplying the service, not otherwise recoverable by means of an additional standard monthly payment under the

Casual Offer, and which reflects that Telstra is not be able to recover those costs over a fixed contract period; and

- (C) may not require payment by the Retail Customer of any early termination or similar charge (however described) in the event that the Retail Customer elects, at any time, to terminate the supply of HFC Services.
- (b) Clauses 18.3(a)(iii) and (a)(iv) do not apply in respect of either:
    - (i) any fixed term offer that is not a Matching Fixed Offer; or
    - (ii) any casual plan other than the three Casual Offers referred to in clause 18.3(a)(iii).
  - (c) Subject to clause 18.3(d), the provisions of this clause 18.3 will cease to take effect on the following basis:
    - (i) clauses 18.3(a)(i) and (ii) will cease to take effect on and from 30 June 2018;
    - (ii) clauses 18.3(a)(iv)(A) will cease to take effect on and from 30 June 2017; and
    - (iii) clause 18.3(a)(iii), 18.3(a)(iv)(B) and 18.3(a)(iv)(C) will cease to take effect on and from 31 December 2017.
  - (d) Unless otherwise agreed by Telstra and notified in writing to the ACCC, the provisions of this clause 18.3 will cease to take effect:
    - (i) on 30 June 2015, in the event that by this date Telstra has not been provided by NBN Co with evidence that:
      - (A) NBN Co has entered into an agreement with Optus; or
      - (B) the Commonwealth has entered into an agreement with Optus; or
      - (C) Optus has submitted an undertaking to the ACCC under section 87B of the CCA which has been accepted by the ACCC,  
  
under which, in any case, Optus has become subject to obligations substantially similar to those set out in this clause 18 in relation to the Optus HFC Network, acknowledging that the current terms on which Optus offers to supply services to its retail customers over the Optus HFC Network are different to the terms on which Telstra offers HFC Service to its Retail Customers; and
    - (ii) at any time after 30 June 2015, in the event that the obligations contemplated by clause 18.3(d)(i) are terminated, expire, are withdrawn or in the event of the ACCC, NBN Co or the Commonwealth, as relevant, failing to take reasonable action to enforce an obligation entered into by Optus of the type contemplated by clauses 18.3(d)(i)(A), (B) or (C) in the event of non-compliance by Optus.

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## 19 Temporary Reconnection

### 19.1 Right to Reconnect Unavailable Premises

- (a) Except as otherwise specified in this clause 19, and subject to clause 22, Telstra will not build new Copper Paths or Reconnect Copper Paths or HFC Lines at Premises which have been Passed and that have been permanently disconnected and will reject any request from an end user or a Wholesale Customer to do so.
- (b) While not required to do so, Telstra may (at its discretion and in accordance with the Definitive Agreements) as a measure of last resort build new Copper Paths or Reconnect Copper Paths or HFC Lines to Unavailable Premises in order to provide Copper Services or HFC Services, respectively, to those Premises in the event of Material NBN Unavailability. For clarity, Telstra's right to Reconnect Copper Paths or HFC Lines under this clause 19.1 does not apply to any Premises in the Fixed Line Footprint in a Rollout Region that is not an Unavailable Premises.
- (c) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 19.1, Telstra will:
  - (i) also make available Wholesale Services on an equivalent basis over those Copper Paths;
  - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied, taking into account that such Copper Services will need to be put in place quickly and will only be provided as an interim measure; and
  - (iii) permanently disconnect any new or Reconnected Copper Paths or HFC Lines as soon as is reasonably practicable after receiving notice from NBN Co that the Material NBN Unavailability has ceased, and in any event will complete such permanent disconnection by the date 20 Business Days after the date such notice was received from NBN Co.

### 19.2 Reconnection in the event of Permanent Cessation of Operations

- (a) Telstra may at its discretion Reconnect Copper Paths or HFC Lines on and from the date that any Permanent Cessation of Operations or Insolvency Event occurs in relation to NBN Co.
- (b) If Telstra elects to build new Copper Paths or to Reconnect Copper Paths in order to provide Copper Services to Retail Customers under this clause 19.2, Telstra will:
  - (i) also make available Wholesale Services on a equivalent basis over those Copper Paths; and
  - (ii) consult in good faith with Wholesale Customers and the ACCC in relation to the nature and timing of any Wholesale Services supplied.

### 19.3 Reconnection where disconnection not required

- (a) Telstra may build a new Copper Path or Reconnect a Copper Path or HFC Line to a Premises where either the pre-existing:
  - (i) Copper Path over which Copper Services were provided to the Premises; or
  - (ii) HFC Line over which HFC Services were provided to the Premises,was not required to be disconnected under this Plan.
- (b) For clarity, Telstra must apply this clause on an equivalent basis between Copper Paths used to supply Wholesale Services and those used to supply retail services which were not required to be disconnected.
- (c) Nothing in this clause 19.3 will be taken to limit Telstra's contractual obligations in respect of disconnection under the Definitive Agreements.

### 19.4 Reconnection subject to availability of Copper Paths, Copper Lines and HFC Lines on agreed terms

Without limitation to clause 2.3, Telstra's ability to Reconnect a Copper Path or HFC Line under this clause 19 and/or the service quality of any Copper Service or HFC Service supplied over such Copper Path or HFC Line may be dependent on NBN Co making available to Telstra, on terms agreed between Telstra and NBN Co:

- (a) in the case of any Copper Service – a Copper Line or Copper Sub-loop owned by NBN Co; and
- (b) in the case of any HFC Service – a right to access and use assets which have been transferred to NBN Co by Telstra, and which are owned by NBN Co.

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## 20 Telstra's commencing to provide services using the NBN

Telstra will commence to supply carriage services using the NBN Fixed Line Network:

- (a) by following the connection protocols set out in NBN Co's wholesale broadband agreement or any other connection arrangements agreed from time to time by Telstra and NBN Co; and
- (b) in accordance with a timetable that is determined on the following basis:
  - (i) Telstra will place orders with NBN Co for the NBN Connection of Premises on a region by region basis, commencing in each Rollout Region from the date that NBN Co notifies RSPs that it will commence accepting orders in respect of that Rollout Region;
  - (ii) during the Migration Window in each Rollout Region, Telstra will to the greatest extent reasonably practicable determine the timing of individual orders for NBN Connection of Premises as requested by or otherwise agreed with each Telstra customer and in accordance with the ordering and provisioning processes established by NBN Co under the connection protocols or other arrangements referred to in clause 20(a).



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## 21 Soft Dial Tone

### 21.1 Soft Dial Tone at Disconnection Date

- (a) Telstra will apply a Soft Dial Tone service to each active Wholesale Line Rental or Retail Line Rental service at a Premises within the NBN Fixed Line Footprint in a Rollout Region, where practicable, within 15 Business Days after the Disconnection Date for that Rollout Region, except where:
  - (i) the Premises is an In-Train Order Premises;
  - (ii) the Premises is an Affected Premises;
  - (iii) the Premises is an MDU Common Area; or
  - (iv) clause 15.5 applies to the Premises.
- (b) Telstra will remove any Soft Dial Tone service applied to a Copper Service supplied to Premises within the NBN Fixed Line Footprint in a Rollout Region after the Disconnection Date for that Rollout Region on the date which is the earlier of:
  - (i) the date that Telstra Restores the Copper Service at an In-Train Order Premises as contemplated by clause 15.1A(c) or 15.1(c) (as applies to the relevant Premises);
  - (ii) the date that Telstra disconnects the Copper Service in accordance with clause 15.4,

and in any event by no later than 45 Business Days following the Disconnection Date for the Rollout Region.

### 21.2 Soft Dial Tone at Region Ready for Service Date

Nothing in this Plan requires Telstra to apply a Soft Dial Tone service to a Premises within the NBN Fixed Line Footprint in a Rollout Region as at the Ready for Service Date for that Rollout Region, if that Premises does not have an active Copper Service supplied to it at that date.

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## 22 Special Services

### 22.1 Direct Special Services will continue to be supplied up to the Disconnection Date for each SS Class

- (a) Subject to clause 22.14, Telstra will continue to accept new orders for, and will continue to supply, each SS Class of Direct Special Service and each Special Service Input which is Service Equivalent to that SS Class, in respect of a Premises which is Passed in a Rollout Region, including:
  - (i) to a Premises that has otherwise been permanently disconnected; and
  - (ii) throughout the Migration Window and after the Disconnection Date for that Rollout Region,

up until:

- (iii) the Disconnection Date for that SS Class, determined in accordance with clause 22.1(b) or as otherwise specified in an SS Disconnection Process under clause 22.5; or
  - (iv) if the Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises the extended date applicable under clause 22.13 or clause 22.13A or as otherwise specified in an SS Disconnection Process under clause 22.5; or
  - (v) for SS In-Train Order Premises and Deemed SS ITOPs, any extended date applicable to the relevant Covered SS Class under a SS Disconnection Process; or
  - (vi) for Relevant Atomic Services supplied to Critical Infrastructure Premises, any extended date applicable to Relevant Atomic Services under a relevant SS Disconnection Process,
- (in each case, a **SS Supply Period**).
- (b) Subject to clauses 22.11, 22.13 and 22.13A, the Disconnection Date for each SS Class of Direct Special Services (and which will also be the Disconnection Date for any Special Service Inputs which are Service Equivalent to that SS Class) will be the date which is the earlier of:
- (i) the date that the SS Class is no longer supplied by Telstra or any earlier cease supply date applicable to Telstra's acceptance of new orders as determined in accordance with a standard Telstra product exit process as contemplated by clause 4.4; and
  - (ii) the White Paper Disconnection Date, if any, applicable to that SS Class, as determined in accordance with clause 22.4 (in the case of new orders, subject also to the SS Cease Sale Period applicable under clause 22.14 or any SS Order Stability Period applicable under clause 22.15).
- (c) Telstra will continue to disconnect Direct Special Services and Special Service Inputs, from time to time during the SS Supply Period applicable to the relevant SS Class, in accordance with any disconnection orders received from a Retail Customer or Wholesale Customer.

**Explanatory Note: Disconnection of Direct Special Services**

There are a number of specific types of Copper Services for which appropriate NBN-based alternatives may not be available during the early period of the NBN rollout. As at the commencement of the Migration Plan, this list is set out in Schedule 4, for both retail and wholesale 'Direct Special Services'.

Direct Special Services will be disconnected during the course of the NBN rollout on a different timetable to the 'region by region' disconnection process used for standard voice and broadband services. This will occur either following the release by NBN Co of new NBN product functionality using a 'White Paper' process (see clause 22.4) or in accordance with Telstra's business as usual product withdrawal process.

With the shift to an MTM NBN, new NBN product functionality substituting for Direct Special Services may be developed separately for different Access Technologies used by NBN Co. As a result, the timing of disconnection of the Direct Special Services supplied by Telstra on the Copper Network at particular Premises may be determined by the Access Technology NBN Co proposes to use to make that Premises NBN Serviceable. Accordingly, each Telstra product category of Direct Special Services has been defined as an Access Service Family and each family has been sub-divided into SS Classes based on the Access Technologies which NBN Co deploys within the NBN Fixed Line Network. SS Class is therefore defined

both by the type of legacy service Telstra supplies and the type of Access Technology NBN Co proposes to use to connect the Premises in the future.

This means that different Premises supplied by Telstra with the same Direct Special Service on the Copper Network (i.e. where there is no difference between the Premises as to supply by Telstra) may fall into different SS Classes because of the Access Technology NBN Co proposes to use to make each Premises NBN Serviceable.

Wholesale Customers will only need to certify Special Service Inputs at the level of the relevant Access Service Family. The Special Service Input then will be automatically allocated to the individual SS Class within that Access Service Family which corresponds to the Access Technology which NBN Co is using or will use to make the relevant Premises NBN Serviceable. As a result, Special Service Inputs of the same type supplied by Telstra (e.g. ULLS) used by the Wholesale Customer to supply different Premises with the same type of services that are Service Equivalent to Direct Special Services (e.g. business grade DSL) can have different Special Services Disconnection Dates because in the post Migration environment the Premises will be connected to the NBN by a different Access Technology.

For example:

- a Wholesale Customer uses ULLS to supply DSL services which are Service Equivalent to Telstra's W-BDSL service to two different Premises, both located in the Fixed Line Footprint of the same Rollout Region (Premises A and Premises B);
- the Wholesale Customer certifies to Telstra Wholesale that the ULLS at Premises A and the ULLS at Premises B are used to provide services which are Service Equivalent to the W-DSL Access Service Family in table 2 in schedule 4;
- NBN Co notifies that FTTN will be the Access Technology used to make Premises A NBN Serviceable. On that basis, the Special Service Input supplied by Telstra at Premises A falls within the SS Class called "Wholesale Business DSL (W-BDSL) – N";
- NBN Co notifies that NBN HFC will be the Access Technology used to make Premises B NBN Serviceable. On that basis, the Special Service Input supplied by Telstra at Premises B falls within the SS Class called "Wholesale Business DSL (W-BDSL) – H";
- NBN Co publishes a White Paper in respect of the SS Class "Wholesale Business DSL (W-BDSL) – N". The Disconnection Date for that SS Class falls after the Disconnection Date for the Rollout Region;
- NBN Co has not yet published a White Paper for the SS Class Wholesale Business DSL (W-BDSL) – H;
- Telstra can continue to supply both the ULLS Special Service Inputs connecting Premises A and Premises B after the Disconnection Date for the Rollout Region;
- But Telstra will disconnect the ULLS Special Service Input connecting Premises A following the Disconnection Date of the SS Class "Wholesale Business DSL (W-BDSL) – N";
- after the Disconnection Date for SS Class Wholesale Business DSL (W-BDSL) – N, Telstra can continue to supply the ULLS Special Service Input connecting Premises B, and the Wholesale Customer can continue supplying B-DSL type services to the customer at that Premises, until there is a Disconnection Date for the SS Class Wholesale Business DSL (W-BDSL) – H (or Telstra undertakes a product withdrawal of its own).

At the same time as Telstra disconnects or stops accepting new orders for an SS Class of Direct Special Services, it will also disconnect or stop accepting new orders for any Special Service Inputs that have been certified by Wholesale Customers as being used to supply services that are service equivalent to the

Access Service Family that contains the SS Class supplied at Premises which NBN Co has notified Telstra has been or will be made NBN Serviceable by the same Access Technology as defines the disconnecting SS Class (i.e. Special Service Inputs which are Service Equivalent to the SS Class). Subject to the extended disconnection timeframes for Changed Technology SS Premises and Delayed Notification SS Premises (see clauses 22.13 and 22.13A), from the Disconnection Date for an SS Class, any ULLS used by Wholesale Customers to provide equivalent services at Premises which have been or will be made NBN Serviceable using the same Access Technology as defines the disconnecting SS Class will be treated as standard ULLS, and not as a Special Service Input, meaning they will be disconnected in accordance with the standard rollout schedule and Telstra will not supply new ULLS of this kind to Premises that have already become NBN Serviceable (see clause 17).

Telstra intends to keep the current list of active Direct Special Services (i.e. those which are still being supplied by Telstra) published on its Telstra Wholesale website (TW.com), and to provide information about upcoming product exits, NBN Co White Papers and the associated disconnection arrangements and timeframes for each SS Class of Direct Special Services and Special Service Inputs. As NBN Co introduces new Access Technologies, Telstra will also publish on the Telstra Wholesale website an updated list of the Access Service Families with each including a new SS Class corresponding to the new Access Technology.

## **22.2 Copper Paths will be built at permanently disconnected Premises in order to enable supply of Direct Special Services and Special Service Inputs**

- (a) Subject to clauses 22.8, 22.9, 22.14 and 22.15, where Telstra receives an order for the supply of a new Direct Special Service or Special Service Input during the SS Supply Period for the applicable SS Class, in respect of a Premises that has been permanently disconnected, Telstra will use all reasonable endeavours to build a Copper Path at the Premises in order to enable the supply of the ordered Direct Special Service or Special Service Input.
- (b) Telstra will build Copper Paths at Premises which had previously been permanently disconnected, in order to supply Direct Special Services and Special Service Inputs to that Premises, applying the process set out in Schedule 7.

## **22.3 Equivalent notice to Wholesale Customers about product exits for Direct Special Services**

- (a) Where Telstra supplies Copper Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where a Direct Special Service of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process is:
  - (i) the same in respect of Retail Customers and Wholesale Customers; and
  - (ii) in any event, **subject to clause 22.3(d)**, ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (b) Where Telstra supplies Copper Services of an SS Class to Wholesale Customers only (i.e. where a Direct Special Service is listed in Table 2 of Schedule 4 only), Telstra will ensure that any Disconnection Date set for that SS Class under a product exit process ensures that affected Wholesale Customers are provided not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).

- (c) Where Telstra reaches a final decision to exit an SS Class as contemplated in clause 4.4, it will provide Wholesale Customers which acquire Special Service Inputs that are Service Equivalent to that SS Class with:
- (i) at least the same period of notice of the product exit as:
    - (A) if the exiting SS Class is supplied to Retail Customers – the period of notice that Telstra’s Retail Business Unit provides to relevant customers; and
    - (B) if the exiting SS Class is supplied to Wholesale Customers – the period of notice that Telstra’s Wholesale Business Unit provides to relevant Wholesale Customers; and
  - (ii) in any event, not less than 18 months prior notice of the Disconnection Date for the SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).

(d) For the purposes of calculating the notice of the Disconnection Date for an SS Class in accordance with this clause 22.3, where Telstra has set a Disconnection Date for a SS Class, but then later sets a revised, updated or new Disconnection Date for that SS Class, the notice period shall commence from notification to Wholesale Customers of the original Disconnection Date and not from the revised, updated or new Disconnection Date.

## 22.4 NBN Co Product Releases and the White Paper Disconnection Date

### Explanatory Note: The NBN Co White Paper process

From time to time, NBN Co may issue a commercial release of additional product functionality relevant to one or more particular SS Classes. Where NBN Co makes an SS Product Release, it will publish a public White Paper which outlines how the NBN can be used to provide the SS Equivalent Services.

The White Paper process will be undertaken by NBN Co and Telstra expects that NBN Co’s product development process will involve an industry consultation process, managed by NBN Co, in which service providers can engage directly with NBN Co in relation to product development issues or questions.

The Subscriber Agreement provides a process for Telstra to dispute whether a proposed NBN service described in a White Paper does permit Telstra to support services on the NBN Fixed Line Network which are equivalent to the SS Class on the Copper Network. The dispute is to be resolved by an Independent Assessor. If the Independent Assessor decides that the proposed NBN Co service will support equivalent services on the NBN Fixed Line Network, disconnection of the class of Direct Special Services is to proceed. If the Independent Assessor determines that the proposed NBN Co service does not permit equivalent services to be offered on the NBN Fixed Line Network, the required disconnection of that SS Class is not triggered by the White Paper (although NBN Co may develop a further White Paper for that service class).

If NBN Co does not publish a White Paper for a particular SS Class before the fifth anniversary of the date of commencement of the Definitive Agreements, then NBN Co may, by giving Telstra not less than three months’ notice, elect that Telstra is not required to permanently disconnect any Direct Special Services in that SS Class, in which case there will not be a White Paper Disconnection Date for that SS Class, and any Disconnection Date for that SS Class may only occur through an ordinary product exit process, as contemplated by clause 4.4 of the Plan.

- (a) The White Paper Disconnection Date for a SS Class will be either:

- (i) if clause 22.4(a)(ii) does not apply, 36 months from the date the White Paper for that SS Class was published by NBN Co; or
- (ii) the date which is:
  - (A) 35 months where the White Paper for that SS Class relates to only that SS Class; or
  - (B) 34 months where the White Paper for that SS Class relates to at least one other SS Class,

after an Independent Assessor has determined under the Subscriber Agreement that the SS Product Release would enable Telstra (acting reasonably, including taking all reasonable steps and incurring reasonable costs to develop products that use (among other things) the additional product functionality) to provide SS Equivalent Services for that SS Class.

- (b) Where Telstra supplies Direct Special Services of the same SS Class to both Retail Customers and Wholesale Customers (i.e. where an SS Class of the same name is listed in both Tables 1 and 2 of Schedule 4), Telstra will ensure that any Disconnection Date set for that SS Class under this clause 22.4 is the same in respect of Retail Customers and Wholesale Customers.

## 22.5 Disconnection processes for each SS Class

### Explanatory Note: Modifications to the process for delaying disconnection

In line with relevant changes to the Definitive Agreements, clause 22.5(c) has been amended to clarify that a process for disconnecting Special Services and Special Service Inputs may, without limitation, include an extension in order to facilitate an in-train order period.

- (a) Telstra will develop a process (**SS Disconnection Process**) which Telstra will use to manage and implement disconnection of Copper Services of an SS Class, and all Special Service Inputs that are Service Equivalent to that SS Class, at the earlier of the date which is:
  - (i) no more than 6 months after Telstra publicly announces a product exit in respect of the SS Class, in the course of a standard Telstra product exit process as contemplated by clause 4.4; and
  - (ii) no more than 6 months after a White Paper Disconnection Date for that SS Class has been determined,

or such later date as the ACCC permits.
- (b) The SS Disconnection Process(es) will be developed in accordance with the process for notification and disallowance of new, varied and replacement Schedules in clause 5 of this Plan.
- (c) For clarity, and without limitation, a SS Disconnection Process may, in providing for how Copper Services of an SS Class and all Special Service Inputs that are Service Equivalent to that SS Class are to be disconnected, also provide for extended timing of disconnection of SS In-Train Order Premises and Deemed SS ITOPs after the Special Service Disconnection Date for the applicable Covered SS Class.

- (d) For clarity, and without limitation, a SS Disconnection Process may, in providing for how Relevant Atomic Services at Critical Infrastructure Premises are to be disconnected, also provide for extended timing of disconnection for Relevant Atomic Services after the Disconnection Date that would otherwise apply to the Relevant Atomic Service.

**22.6 Certification of Special Service Inputs prior to the Ready for Service Date and Disconnection Date in a Rollout Region**

- (a) For the purposes of this Plan, a Special Service Input shall be considered as Service Equivalent to an SS Class where the Special Service Input:
  - (i) has been certified by the Wholesale Customer in accordance with clause 22.6(b)(ii) as being used to supply services which are Service Equivalent to Direct Special Services within the Access Service Family into which that SS Class falls; and
  - (ii) is provided at Premises that NBN Co proposes to make or has made NBN Serviceable using the same type of Access Technology to which that SS Class corresponds under Tables 1 and 2 of Schedule 4 (as updated in accordance with clause 22.16).
- (b) Telstra will use the processes set out in Schedule 4 to confirm with each Wholesale Customer:
  - (i) those ULLS supplied to the Wholesale Customer at Premises within the Fixed Line Footprint in that Rollout Region which are Special Service Inputs; and
  - (ii) the carriage services provided by that Wholesale Customer over those Special Service Inputs are Service Equivalent to Direct Special Services (and if so, which Access Service Family of Direct Special Service, in each case).
- (c) Telstra will, as soon as reasonably practicable after receiving a request to do so from the ACCC or the Commonwealth, supply the requesting party with a list of the Special Service Inputs certified by Wholesale Customers in the Rollout Region(s) identified in the request, specifying:
  - (i) the number and type of Special Service Inputs certified;
  - (ii) the Wholesale Customer that certified each Special Service Input; and
  - (iii) such other information as the ACCC or Commonwealth reasonably request in respect of the certification(s).
- (d) Telstra will disconnect each ULLS supplied to a Wholesale Customer in a Rollout Region in accordance with the standard Managed Disconnection process for that Rollout Region, applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15, unless that Wholesale Customer has, before the Disconnection Date, certified to Telstra under this clause 22.6 that the Wholesale Customer uses the relevant ULLS as a Special Service Input.

## 22.7 Certification of New Special Service Inputs after the Disconnection Date

- (a) Telstra will not accept an order to supply a new ULLS to a Premises within the Fixed Line Footprint in a Rollout Region after the Disconnection Date for that Rollout Region, unless:
  - (i) the Wholesale Customer provides a certification under clause 2.4 of Schedule 4, to the extent applicable, in respect of the relevant Premises and ULLS;
  - (ii) the ULLS will be a Special Service Input which is Service Equivalent to an SS Class for which the Disconnection Date has not yet occurred; and
  - (iii) the SS Cease Sale Period does not apply in accordance with clause 22.14 and the SS Order Stability Period does not apply in accordance with clause 22.15.
- (b) Nothing in this clause 22.7 prevents Telstra from refusing to accept an order for a new ULLS in respect of a Premises which is Passed in a Rollout Region prior to the Disconnection Date for that Rollout Region in accordance with clause 17, where the ULLS which is the subject of the order is Service Equivalent to an SS Class of Direct Special Service after the SS Cease Sale Period for that SS Class has commenced for the Premises in accordance with clause 22.14 or the SS Order Stability Period for that SS Class has commenced for the Premises in accordance with clause 22.15 or the Disconnection Date for that SS Class (as applicable).

## 22.8 Disconnection of Direct Special Services

- (a) Subject to clause 22.5(c) and clause 22.5(d), if the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect any Copper Services in that SS Class at Premises in that Rollout Region following the Disconnection Date for that SS Class of Direct Special Services, in accordance with the SS Disconnection Process established under clause 22.5.
- (b) Subject to clause 22.5(d), if the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class of Direct Special Services, then:
  - (i) where Telstra has undertaken a product exit in relation to that SS Class as contemplated by clause 4.4, Telstra will disconnect any existing Copper Services of that SS Class, and will cease to accept any new orders for Copper Services of that SS Class, in accordance with the relevant product exit arrangements, including disconnecting or ceasing to accept orders to supply those Copper Services before the Disconnection Date for that Rollout Region;
  - (ii) where there has not been any product exit by Telstra of that SS Class as contemplated by clause 4.4, but a White Paper Disconnection Date has elapsed in respect of the SS Class, Telstra will:
    - (A) continue to supply, and accept new orders for, Copper Services in that SS Class at Premises that are not either NBN Serviceable or a Frustrated Premises;



- (B) not accept orders for the supply of new Copper Services in that SS Class at Premises that are either NBN Serviceable or a Frustrated Premises; and
- (C) disconnect any existing Copper Services in that SS Class immediately following the Disconnection Date for that Rollout Region,

in accordance with any process specified in respect of the relevant SS Class in an SS Disconnection Process or, if no such process is specified, in accordance with the process that applies to Copper Services which are not Special Services in that Rollout Region (i.e. in the same manner as if the Copper Services in that SS Class were not Direct Special Services), including the cease sale requirements in clause 17 (with the exception of clause 17.5), the Order Stability Period in clause 13 and the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of Premises set out in clauses 14 and 15.

- (c) At any time up to the Disconnection Date for an SS Class of Direct Special Services, Telstra may disconnect a Direct Special Service within that SS Class, or any Special Service Input which is Service Equivalent to that SS Class without a disconnection order or prior notice to the Wholesale Customer or Retail Customer in the event that:
  - (i) in the case of an FTTN-Connected Premises or FTTB-Connected Premises, the supply of an NBN-Based Service to the Premises results in the disconnection when NBN Co removes a jumper and replaces it with a new jumper in the course of Migrating an FTTN-Connected Premises or FTTB-Connected Premises; or
  - (ii) in the case of an FTTC-Connected Premises,
    - (A) the supply of an NBN-Based Service to the Premises involves or requires the use by NBN Co of a Copper Line or Copper Sub-Loop used by Telstra to supply the Direct Special Service or Special Service Input; and
    - (B) Telstra is notified by NBN Co that an NBN order involving or requiring the use by NBN Co of that Copper Line or Copper Sub-Loop at the Premises has been completed.

## 22.9 Disconnection of Special Service Inputs

- (a) Subject to clause 22.5(c) and clause 22.5(d), if the Disconnection Date for a Rollout Region is on or before the Disconnection Date for an SS Class of Direct Special Services, Telstra will disconnect Special Service Inputs which are Service Equivalent to that SS Class at Premises within the Fixed Line Footprint in the Rollout Region:
  - (i) following the Disconnection Date for that SS Class of Direct Special Services; and
  - (ii) in accordance with the SS Disconnection Process established under clause 22.5.

- (b) Subject to clause 22.5(d), if the Disconnection Date for a Rollout Region is after the Disconnection Date for an SS Class, then from the Disconnection Date for that SS Class any new or existing ULLS certified by a Wholesale Customer under clause 22.6 as Special Service Inputs which are Service Equivalent to that SS Class at Premises within the Fixed Line Footprint in the Rollout Region, will be treated in accordance with any process specified in respect of the relevant SS Class in an SS Disconnection Process or, if no such process is specified, any applicable ULLS will no longer be treated as Special Service Inputs but will be treated as ordinary ULLS, meaning that:
  - (i) immediately following the Disconnection Date for that Rollout Region, Telstra will disconnect all such ULLS in accordance with the standard Managed Disconnection process and applying the disconnection processes and timeframes for disconnection of other Premises in that Rollout Region as set out in clauses 14 and 15; and
  - (ii) before the Disconnection Date for that Rollout Region, Telstra will not accept any new orders for such ULLS at Premises in respect of which clause 17 applies.

#### **22.10 Telstra will publish up to date information about disconnection of Direct Special Services and Special Service Inputs**

- (a) Telstra will establish and maintain a website for Wholesale Customers which provides up to date information in relation to product exits and disconnection arrangements affecting Direct Special Services and Special Service Inputs, including in respect of each SS Class of Direct Special Services:
  - (i) whether a Disconnection Date has been determined for that SS Class and, if so, that date;
  - (ii) if a White Paper Disconnection Date has been determined for that SS Class, a link to further information made available by NBN Co in respect of the SS Product Release which is intended to provide alternative or replacement functionality using NBN Based Services; and
  - (iii) if Telstra is undertaking any product exit in respect of that SS Class, a link to further information or notifications issued by Telstra in relation to the product exit.

#### **22.11 Disconnection arrangements for Double-Ended service addresses**

- (a) Where a Direct Special Service or a Special Service Input which is Service Equivalent to that SS Class is Double-Ended and the Premises that is the A end and the Premises that is the B end of that Direct Special Service or Special Service Input are either:
  - (i) located in different Rollout Regions; or
  - (ii) categorised in different SS Classes with different White Paper Disconnection Dates (whether located in the same or different Rollout Regions),

Telstra will continue to provide that Double-Ended Special Service to both of those Premises until the date which is:

- (iii) determined in accordance with a standard disconnection order in respect of the Double-Ended Special Service; and
  - (iv) the later of the dates, if any, by which Telstra would otherwise be required to disconnect the A end Premises or B end Premises under clause 22.8 or clause 22.9, including in accordance with any process (if any) specified in respect of the relevant SS Class in an SS Disconnection Process.
- (b) If one end of a Double-Ended Special Service:
- (i) never becomes part of the Fixed Line Footprint; or
  - (ii) never falls within an SS Class to which a Disconnection Date applies under clause 22.1(b),

Telstra has no obligation to disconnect the Direct Special Service or Special Service Input at either end.

### 22.12 Disconnection Date for Contracted Special Services

- (a) Telstra may continue to supply Copper Services (**Contracted Special Services**) in accordance with a limited number of retail contracts that were entered into by Telstra before 23 June 2011, including to supply to Premises in the Fixed Line Footprint in a Rollout Region new Contracted Special Services that were not provided at the Disconnection Date for the Rollout Region.
- (b) Telstra may build a Copper Path at Premises in a Rollout Region, including:
  - (i) to a Premises that has otherwise been permanently disconnected; and
  - (ii) throughout the Migration Window and after the Disconnection Date for that Rollout Region,

if Telstra considers that the Copper Path is necessary in order to supply a Contracted Special Service.
- (c) Telstra will disconnect Contracted Special Services which are supplied to a Premises in a Rollout Region by the later of:
  - (i) 20 Business Days after the date that Telstra is no longer required to continue to provide that Contracted Special Service under the relevant retail contract;
  - (ii) to the extent that the relevant Copper Service is a Direct Special Service, the applicable Disconnection Date for that Direct Special Service determined in accordance with this clause 22; and
  - (iii) the Disconnection Date for that Rollout Region.

### 22.13 Extended Disconnection timeframes for Changed Technology SS Premises

**Explanatory Note: Modified disconnection arrangements in the event of a change in technology**

NBN Co may use more than one Access Technology in a Rollout Region. NBN Co will generally notify Telstra and industry in advance of, or within a short period after, the RFS Date for a Rollout Region which Access Technology NBN Co proposes to use to make each Premises NBN Serviceable within the Fixed Line Footprint for that Rollout Region. NBN Co may at any time change the Access Technology that NBN

Co already uses or proposes to use to make a Premises NBN Serviceable, including where NBN Co has previously notified Telstra and industry of the Access Technology which NBN Co proposes to use to make such Premises NBN Serviceable. NBN Co will notify Telstra and industry of any changes to Access Technology in respect of a Premises. As a result, the SS Class applicable to a Direct Special Service or a Special Service Input supplied to those Premises may change. This could result in a new disconnection date applying to the Direct Special Service or the Special Service Input and that new disconnection date may already have occurred or may be occurring earlier than previously applied under the previously applicable SS Class. This clause provides for modified disconnection arrangements to provide retail customers and Wholesale Customers with extended disconnection periods in which to make alternative arrangements. If, at the time NBN Co notifies Telstra of the change in Access Technology, the Disconnection Date for the new SS Class has not been determined and published in accordance with clause 22.10, no extension will apply under this clause and the Premises will need to be disconnected in accordance with clauses 22.8 and 22.9 of the Plan once a SS Class has been determined.

- (a) If within the period between the date that is 6 months before the Disconnection Date and the Disconnection Date of a Rollout Region NBN Co notifies Telstra of a change in the Access Technology that it has used or that it proposes to use to make a Premises within the Fixed Line Footprint of that Rollout Region NBN Serviceable and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification (and that change results in the Direct Special Service or Special Service Input which is being supplied to that Premises changing from its SS Class prior to NBN Co's notice to a new SS Class), the following will apply:
- (i) subject to clause 22.13(a)(iii), if the Disconnection Date of the new SS Class applicable to the Changed Technology SS Premises has occurred or will occur on or before the Disconnection Date for that Rollout Region, Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Changed Technology SS Premises until after the Changed Technology Extension Date in accordance with the SS Disconnection Process established under clause 22.5;
  - (ii) subject to clause 22.13(a)(iii), if the Disconnection Date of the new SS Class applicable to the Changed Technology SS Premises has been determined and will occur after the Disconnection Date for that Rollout Region, Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Changed Technology SS Premises until the date that is the later of the date:
    - (A) after the Disconnection Date for the new SS Class; or
    - (B) after the Changed Technology Extension Date,in accordance with the SS Disconnection Process established under clause 22.5; or
  - (iii) if the Disconnection Date of the new SS Class applicable to the Changed Technology SS Premises has not been determined and published in accordance with clause 22.10 at the time that NBN Co notifies Telstra of the change in Access Technology then Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Changed Technology SS Premises, until a Disconnection Date for the SS Class is determined after which clause 22.8 or 22.9 will apply.

- (b) If NBN Co notifies Telstra after the Disconnection Date for a Rollout Region of a change in the Access Technology that it has used or that it proposes to use to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification (and that change results in the Direct Special Service or Special Service Input which is being supplied to that Premises changing from its SS Class prior to NBN Co's notice to a new SS Class), and either:
  - (i) the Disconnection Date for the new SS Class has already occurred; or
  - (ii) the Disconnection Date for the new SS Class will occur within the period which is 12 months from the date of NBN Co's notification of the relevant change in Access Technology,

Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Changed Technology SS Premises until after the Changed Technology Extension Date in accordance with the SS Disconnection Process established under clause 22.5.

- (c) Telstra must disconnect the Direct Special Services in the new SS Class and Special Service Inputs which are Service Equivalent to the new SS Class applicable to a Changed Technology SS Premises on or before the extended date which applies to those Special Services under clause 22.13(a) or 22.13(b).
- (d) If a Premises is already a Changed Technology SS Premises and NBN Co subsequently notifies Telstra of further change in the Access Technology for that Premises, this clause 22.13 will be reapplied to that Premises in respect of that further change in Access Technology.
- (e) For clarification a change in Access Technology in respect of a Premises does not change Telstra's obligations under this Plan to cease to supply or disconnect Copper Services which are not Direct Special Services or Special Service Inputs.
- (f) Notwithstanding this clause 22.13, if Telstra is permitted under another provision of this Plan (including a Required Measure approved under this Plan) to continue to supply a Copper Service which Telstra would otherwise be required to disconnect as a Direct Special Service or a Special Services Input under clause 22.13(c), then for the avoidance of doubt, Telstra may continue to provide that Direct Special Service or Special Service Input in accordance with that provision of the Plan until such time as Telstra is required to disconnect that service pursuant to the terms of that other provision.

## **22.13A Extended Disconnection timeframes for Delayed Notification SS Premises**

### **Explanatory Note: Modified disconnection arrangements in the event of late notification of Access Technology**

NBN Co will use reasonable efforts to notify Telstra and industry of which Access Technology NBN Co proposes to use to make each Premises in a Rollout Region NBN Serviceable by no later than the date that is 6 months before the Disconnection Date for that Rollout Region. However, in some circumstances, it is possible that NBN Co will only notify Telstra and industry for the first time of the Access Technology NBN Co proposes to use to make a Premises NBN Serviceable after the date that is 6 months before the Disconnection Date for the Rollout Region. It is not possible to determine the SS Class applicable to a Direct Special Service or a Special Service Input supplied to those Premises until the Access Technology

has been notified by NBN Co (and therefore it is not possible to determine a disconnection date). This late notification of the relevant Access Technology may shorten the time available for Wholesale Customers and retail customers to disconnect Direct Special Services or Special Service Inputs at the Premises to the NBN ahead of disconnection. This clause provides for modified disconnection arrangements to provide retail customers and Wholesale Customers with extended disconnection periods in which to connect Direct Special Services or Special Service Inputs at such Premises to the NBN. If, at the time NBN Co notifies Telstra of the Access Technology for the SS Premises, the Disconnection Date for the SS Class has not been determined, no extension will apply under this clause and the Premises will need to be disconnected in accordance with clauses 22.8 and 22.9 of the Plan once a SS Class has been determined.

- (a) From the date the amendment to this Plan incorporating this clause 22.13A comes into effect, if within the period between the date that is 6 months before the Disconnection Date and the Disconnection Date of a Rollout Region NBN Co notifies Telstra for the first time of the Access Technology that it has used or proposes to use to make a Delayed Notification SS Premises NBN Serviceable, the following will apply:
- (i) subject to clause 22.13A(a)(iii), if the Disconnection Date of the SS Class applicable to the Delayed Notification SS Premises has occurred or will occur on or before the Disconnection Date for the Rollout Region, Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Delayed Notification SS Premises until after the Delayed Notice Extension Date in accordance with the SS Disconnection Process established under clause 22.5;
  - (ii) subject to clause 22.13A(a)(iii), if the Disconnection Date of the SS Class applicable to the Delayed Notification SS Premises has been determined and will occur after the Disconnection Date for that Rollout Region, Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Delayed Notification SS Premises until the date that is the later of the date:
    - (A) after the Disconnection Date for the SS Class; or
    - (B) after the Delayed Notice Extension Date,in accordance with the SS Disconnection Process established under clause 22.5;
  - (iii) if the Disconnection Date of the SS Class applicable to the Delayed Notification SS Premises has not been determined and published in accordance with clause 22.10 at the time that NBN Co notifies Telstra for the first time of the Access Technology that NBN Co has used, or proposes to use, to make that Premises NBN Serviceable, then Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Delayed Notification SS Premises, until a Disconnection Date for the SS Class is determined after which clause 22.8 or 22.9 will apply.
- (b) From the date the amendment incorporating this clause 22.13A comes into effect, if NBN Co notifies Telstra for the first time after the Disconnection Date for a Rollout Region of the Access Technology that NBN Co has used, or proposes to use, to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable and Telstra is supplying a Direct Special

Service or Special Service Input to that Premises at the date of NBN Co's notification, and either:

- (i) the Disconnection Date for the SS Class has already occurred; or
- (ii) the Disconnection Date for the SS Class will occur within the period which is 12 months from the date of NBN Co's notification of the relevant Access Technology,

Telstra may continue supplying Direct Special Services within that SS Class and Special Service Inputs which are Service Equivalent to that SS Class to that Delayed Notification SS Premises until after the Delayed Notice Extension Date, in accordance with the SS Disconnection Process established under clause 22.5.

- (c) Telstra must disconnect the Direct Special Services in the SS Class and Special Service Inputs which are Service Equivalent to the SS Class applicable to a Delayed Notification SS Premises on or before the extended date which applies to those Special Services under clause 22.13A(a) or 22.13A(b).
- (d) For clarification late notification of the Access Technology in respect of a Delayed Notification SS Premises does not change Telstra's obligations under this Plan to cease to supply or disconnect Copper Services which are not Direct Special Services or Special Service Inputs.
- (e) Notwithstanding this clause 22.13A, if Telstra is permitted under another provision of this Plan (including a Required Measure approved under this Plan) to continue to supply a Copper Service which Telstra would otherwise be required to disconnect as a Direct Special Service or a Special Services Input under clause 22.13A(c), then for the avoidance of doubt, Telstra may continue to provide that Direct Special Service or Special Service Input in accordance with that provision of the Plan until such time as Telstra is required to disconnect that service pursuant to the terms of that other provision.

#### **22.14 Special Services Cease Sale**

- (a) In a Rollout Region whose Cease Sale Commencement Date occurred prior to the commencement of the SS Cease Sale Period for an SS Class, Telstra will not supply any new Direct Special Service in that SS Class or any new Special Service Input which is Service Equivalent to that SS Class after the commencement of the SS Cease Sale Period to a Premises within the Fixed Footprint in that Rollout Region if the Premises, at the time the order or request is received by Telstra, is either:
  - (i) NBN Serviceable; or
  - (ii) a Frustrated Premises.
- (b) In a Rollout Region whose Cease Sale Commencement Date occurs during the SS Cease Sale Period for an SS Class, Telstra will not supply any new Direct Special Service in that SS Class or any new Special Service Input which is Service Equivalent to that SS Class to a Premises within the Fixed Footprint in that Rollout Region after the Cease Sale Commencement Date for that Rollout Region if the Premises, at the time the order or request is received by Telstra, is either:
  - (i) NBN Serviceable; or



- (ii) a Frustrated Premises.

#### **22.15 SS Order Stability Period**

- (a) Telstra may apply an SS Order Stability Period in respect of an SS Class immediately prior to and after the Disconnection Date for that SS Class for the purpose of facilitating Migration of Direct Special Services in that SS Class and Special Service Inputs which are Service Equivalent to that SS Class in an orderly and robust manner and to allow Telstra time to clear any remaining pending orders (or modifications) before the mandatory disconnection process in respect of that SS Class commences.
- (b) An SS Order Stability Period shall be equivalent in commencement and duration to the Order Stability Period in Rollout Regions as provided under clause 13 (as varied from time to time).
- (c) During the SS Order Stability Period for an SS Class, Telstra will not process any order types in respect of the supply of Direct Special Services in that SS Class and Special Service Inputs which are Service Equivalent to that SS Class at Premises within the Fixed Line Footprint in Rollout Regions whose Disconnection Date occurred or will occur prior to the Disconnection Date for that SS Class, except:
  - (i) orders for disconnection of the Direct Special Services in that SS Class and Special Service Inputs which are Service Equivalent to that SS Class (including orders for number portability or other service requests which result in or are associated with disconnection);
  - (ii) order types relating to the Direct Special Services in that SS Class and Special Service Inputs which are Service Equivalent to that SS Class set out in Required Measure 5;
  - (iii) any other order types relating to Direct Special Services in that SS Class or Special Service Inputs which are Service Equivalent to that SS Class which are specified in Schedule 9 or are equivalent of the types of orders for other Copper Services specified in Schedule 9; and
  - (iv) any other order types relating to Direct Special Services in that SS Class or Special Service Inputs which are Service Equivalent to that SS Class which are equivalent of the types of orders for other Copper Services the subject of an Order Stability Proposal that is implemented in accordance with clause 13.2.
- (d) The extended date for disconnection applicable to a Changed Technology SS Premises under clause 22.13 or a Delayed Notification SS Premises under clause 22.13A shall be treated as the relevant Disconnection Date for the relevant SS Class for the purposes of applying a SS Order Stability Period for that SS Class to that Changed Technology Premises or Delayed Notification SS Premises (as applicable).

#### **22.16 NBN Co introduces a new Access Technology**

If NBN Co notifies Telstra that NBN Co proposes to introduce a new type of Access Technology to make Premises NBN Serviceable, the following will apply:

- (a) a new SS Class corresponding to that new type of Access Technology will be automatically deemed to be added to each Access Service Family;



- (b) Telstra will:
  - (i) prepare new versions of the tables 1 and 2 in Schedule 4 to update the “SS Class” column for each Access Service Family to include the new SS Class;
  - (ii) notify the ACCC in writing of those new tables; and
  - (iii) publish the new tables on the Telstra Wholesale website; and
- (c) with effect from the date of notification to the ACCC, the new versions of tables 1 and 2 will be deemed to be incorporated in the Plan, replacing the previous versions.

### 22.17 Transitional Arrangements

- (a) If the amended Plan incorporating this clause 22.17 came into effect on or before 22 July 2016:
  - (i) the paper titled ‘*Temporary Special Services White Paper: Ethernet-Lite and Wholesale BDSL on the nbn Ethernet Bitstream Service published on 30 September 2015*’ (**nbn TSS paper No1**) shall be deemed to be a White Paper for the SS Class or SS Classes (as that term is defined after the amendment to the Plan incorporating this clause 22.17 came into effect) corresponding to the Access Technology or the Access Technologies to which the relevant SS Product Release expressly applies in that White Paper;
  - (ii) clause 22.4(a)(ii) shall be deemed to have no application to nbn TSS paper No1; and
  - (iii) the White Paper Disconnection Date for the SS Classes covered by nbn TSS paper No1 shall be deemed to be 12 November 2018.

If, prior to the date the amended Plan incorporating this clause 22.17 came into effect, NBN Co publishes a White Paper for an SS Class (as that term was defined in the Plan prior to that amendment), not being nbn TSS paper No1, that White Paper will be deemed to have been published as a White Paper for the SS Class or SS Classes (as that term is defined following that amendment) corresponding to the Access Technology or Technologies to which the relevant SS Product Release expressly applies in that White Paper and clause 22.4 shall apply on that basis to that White Paper. For clarification, the White Paper Disconnection Date for the relevant SS Class covered by any such White Paper will be calculated from the date on which the White Paper was published by NBN Co or the date applicable under clause 22.4(a)(ii), notwithstanding that the publication date pre-dates the amended Plan incorporating this clause 22.17.

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## 23 Removal of Wholesale Customer equipment from Telstra facilities

### 23.1 Telstra will keep TEBA and duct access processes under review and may apply to vary them as NBN Co access arrangements are developed

- (a) Telstra will process requests received from Wholesale Customers to remove equipment from Exchange Building Facilities and Telstra ducts serving Premises within the Fixed Line Footprint in a Rollout Region, using existing Telstra standard processes.

- (b) Telstra will keep the Existing Processes under review and will promptly seek approval for a variation of this Plan from the ACCC under section 577BF of the Act if Telstra reasonably considers that new or modified processes for equipment removal are necessary in order to align the processes under this Plan with any changes being made by Telstra to other facilities management and planning processes to facilitate access by NBN Co to Telstra facilities.

**23.2 Telstra will handle requests from Wholesale Customers for permission to remove equipment from an Exchange Building Facility using the standard process**

- (a) Telstra will accept requests for the removal of equipment from Exchange Building Facilities serving Premises within the Fixed Line Footprint in a Rollout Region in the form of Preliminary Study Requests and in accordance with standard TEBA ordering and provisioning processes, as varied from time to time.
- (b) Removal of equipment from Exchange Building Facilities will be governed by the standard processes and practices set out in:
  - (i) the arrangements between Telstra and the relevant Wholesale Customer under the relevant TEBA schedule of the contract between Telstra and the Wholesale Customer; and
  - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.
- (d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale website.

**23.3 Telstra will process requests received from Wholesale Customers for permission to remove cables from a Telstra duct using the standard process**

- (a) On and from the Plan Commencement Date, Telstra will accept orders for the removal of cables from ducts serving Premises within the Fixed Line Footprint in a Rollout Region in the form of duct study requests and in accordance with standard duct access ordering and provisioning processes, as varied from time to time.
- (b) Removal of cables from ducts will be governed by the standard processes and practices set out in:
  - (i) the arrangements between Telstra and the relevant Wholesale Customer under the contract between Telstra and the Wholesale Customer; and
  - (ii) Telstra Technical Specifications and Procedures.
- (c) The procedures governing physical access to ducts for the removal of equipment will be as set out in Telstra's TEBA Physical Access Procedures, as varied from time to time.

- (d) Any activities associated with access to duct and removal of cables must be undertaken by Telstra or a Telstra approved contractor. A list of approved contractors for this purpose will be made available by Telstra from time to time on the Telstra Wholesale website.

#### **23.4 Disputes may be referred to the Adjudicator**

A Wholesale Customer may refer any complaint or dispute in respect of Telstra's application of the TEBA processes referred to in this clause 23, including any timeframes allowed by Telstra for the removal of the Wholesale Customer's equipment from an Exchange Building Facility, to the Adjudicator under clause 32 of this Plan.

#### **23.5 Other requirements relating to removal of equipment from Exchange Building Facilities**

Nothing in clause 23.2 or 23.3 will prevent or restrict Telstra from being required to comply with any obligations that apply between a Wholesale Customer and Telstra under either:

- (a) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or
- (b) any applicable final access determination,

in respect of the terms and conditions governing removal of equipment by Wholesale Customers from Telstra Exchange Building Facilities.

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## **24 Information supplied to NBN Co**

- (a) Those kinds of information which Telstra contemplates providing to NBN Co for the purposes of:
  - (i) facilitating the connection of Premises to the NBN and the commencement of supply of NBN Based Services; and
  - (ii) the disconnection by Telstra of carriage services from a Separating Network at Premises in a Rollout Region,from the Plan Commencement Date are set out in Schedule 8.
- (b) As soon as reasonably practicable after Telstra becomes aware of any modification to the kind of information which it will be providing to NBN Co or that Telstra will be supplying any additional kind of information to NBN Co for either of the purposes set out clause 24(a), Telstra will notify the ACCC in writing of:
  - (i) the additional or modified kinds of information provided, or to be provided, to NBN Co; and
  - (ii) the circumstances in which it will supply those kinds of information to NBN Co.

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## 25 Information security

### Explanatory note: NBN Co Information

Telstra anticipates that most, if not all, of the information which NBN Co provides to Telstra under the Definitive Agreements will be published by NBN Co to the rest of industry at the same time. Any information which cannot be disclosed publicly (or to other service providers) will in the case of information related to the connection or disconnection of FTTP-Connected Premises be subject to the confidentiality requirements as set out in this clause 25. Other information related to the connection or disconnection of FTTN-Connected Premises, FTTB-Connected Premises, FTTC-Connected Premises or HFC-Connected Premises will not be the subject of this clause 25 unless otherwise agreed.

### 25.1 NBN Co Migration Information

For the purpose of this clause 25, **NBN Co Migration Information** means:

- (a) any document, materials, data, or tangible item, or any information in some other form, which is disclosed by or on behalf of NBN Co to Telstra under the Definitive Agreements for the purposes of:
  - (i) the connection using the NBN Fixed Line Network by NBN Co or its Personnel of Premises and commencement of supply of NBN Based Services to:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); or
  - (ii) disconnecting carriage services from a Separating Network at an:
    - (A) FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); and
- (b) other information in respect of FTTN-Connected Premises, FTTB-Connected Premises, FTTC-Connected Premises or HFC-Connected Premises (or premises connected to the NBN by any other Access Technology, except for FTTP) which Telstra agrees to treat as NBN Co Migration Information in accordance with clause 25.3,

but does not include:

- (c) any information which is, or comes into, the public domain other than through an act or omission of Telstra or any of its Related Entities or Personnel;
- (d) any information which NBN Co has made available to service providers or infrastructure providers generally;
- (e) any information which has been made available to Telstra by NBN Co under an agreement which is not a Definitive Agreement;

- (f) any information which was made available to Telstra by a person (other than NBN Co) who is not or was not then under an obligation of confidence to NBN Co in relation to that information;
- (g) any information which is or was developed by Telstra independently of NBN Co;
- (h) any information to the extent that Telstra is required by law to disclose that information (and then only to the extent it is required to do so);
- (i) any information received from or on behalf of NBN Co in relation to any payment by NBN Co of any amount to Telstra in connection with the disconnection of a Separating Network;
- (j) any information received from or on behalf of NBN Co in relation to any payment to Telstra for access to Telstra infrastructure or related services in connection with the build of the NBN Fixed Line Network;
- (k) information provided or exchanged solely in relation to the administration of the Definitive Agreements, including administration of claims and indemnities.

## 25.2 Information security for NBN Co Migration Information and NBN Co Confidential Information

- (a) Telstra will ensure that any NBN Co Migration Information is not used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) For the term specified for this Plan in clause 4.2(a), Telstra will comply with clause 25.2(a) by means of establishing and complying with the NBN Information Security Plan, and associated policies and processes.
- (c) If Telstra proposes to disclose any confidential information of NBN Co for the purposes of Telstra complying with its obligations under this Plan in a manner which Telstra reasonably considers may breach any contractual obligation of confidence owed by Telstra to NBN Co (**NBN Co Confidential Information**), it must provide prior written notice to both NBN Co and the Minister.
- (d) Telstra will not disclose NBN Co Confidential Information notified to NBN Co and the Minister under clause 25.2(c) if, within 10 Business Days of the date it issues a notice under clause 25.2(c), it has received both of the following:
  - (i) written notice from NBN Co that it objects to the disclosure of the NBN Co Confidential Information; and
  - (ii) written notice from the Minister stating that the Minister does not consent, for public policy reasons, to the disclosure of the NBN Co Confidential Information. The public policy reasons the Minister may take into account include the need to protect commercially sensitive information of NBN Co and the benefits of ensuring that Wholesale Customers, RSPs and other interested stakeholders have access to information to assist in ensuring Migration occurs in a manner that minimises disruption to the supply of services to end users. For the avoidance of doubt, the specification of the above public policy reasons do not limit the public policy matters the Minister may otherwise consider for such purposes.

- (e) For clarity, Telstra may disclose the NBN Co Confidential Information for the purposes of complying with its obligations under this Plan where the Minister does not object to such proposed disclosure under clause 25.2(d)(ii).
- (f) Telstra will not contravene this Plan, or be liable for any delay or failure to perform any obligation under this Plan, if and to the extent that the delay or failure to perform is caused by Telstra being unable to disclose NBN Co Confidential Information under clause 25.2(d).

**25.3 Other information which Telstra agrees with NBN Co is NBN Co Migration Information**

- (a) Telstra may agree with NBN Co from time to time to treat other information disclosed by NBN Co to Telstra, including information in relation to FTTN-Connected Premises, FTTB-Connected Premises, FTTC-Connected Premises or HFC-Connected Premises as NBN Co Migration Information, in which case the application of this Plan to that information will be subject to such conditions, limitations or modifications as are agreed between Telstra and NBN Co.
- (b) If Telstra agrees with NBN Co to treat any other information as NBN Co Migration Information under this clause 25.3, Telstra will promptly notify the ACCC of:
  - (i) the type of information which has been agreed to be treated as NBN Co Migration Information; and
  - (ii) any conditions, limitations or modifications that Telstra and NBN Co have agreed will apply to the application of this Plan to such information.

**25.4 Development of NBN Information Security Plan**

- (a) Within 60 Business Days of the Varied Plan Commencement Date, Telstra will develop a draft NBN Information Security Plan and submit the draft NBN Information Security Plan to the ACCC for approval incorporating the principles set out in Schedule 6.
- (b) Telstra will consult NBN Co in the development of the draft NBN Information Security Plan.
- (c) The ACCC may undertake a public consultation in respect of the draft NBN Information Security Plan, provided that the ACCC may not publish any confidential information identified by Telstra in the draft NBN Information Security Plan (or associated documentation) without the prior consent of Telstra.
- (d) The ACCC may request the Adjudicator to provide the ACCC with advice in respect of the draft information security plan and, if it does so, the ACCC must provide Telstra with a full copy of the independent telecommunications adjudicator's advice as soon as practicable after receiving it.
- (e) The ACCC must within 60 Business Days of Telstra lodging a draft NBN Information Security Plan:
  - (i) approve a draft NBN Information Security Plan if the ACCC is satisfied that it complies with the Determination; or
  - (ii) otherwise refuse to approve the draft NBN Information Security Plan if it does not comply with the Determination, and direct Telstra to resubmit the

draft NBN Information Security Plan, amended to take into account the concerns raised by the ACCC.

- (f) Within 40 Business Days of receiving a direction under clause 25.4(e)(ii) Telstra will resubmit an amended draft NBN Information Security Plan to the ACCC for approval, in respect of which clauses 25.4(b) to (e) will then apply recursively.
- (g) If the ACCC seeks advice from the Adjudicator under clause 25.4(d), the 60 business day period applicable under clause 25.4(e) will be extended by a period equal to the time between the date that the ACCC submits a request to the Adjudicator and the date the ACCC receives the advice from the Adjudicator.
- (h) Once approved by the ACCC, the NBN Information Security Plan will be deemed to form part of this Plan.
- (i) Until the NBN Information Security Plan is approved by the ACCC under clause 25.4 and comes into effect, Telstra will:
  - (i) comply with the notification regime in respect of its use and disclosure of NBN Co Migration Information under clause 25.5;
  - (ii) act in a manner consistent with the principles set out in Schedule 6; and
  - (iii) subject to clause 25.2, otherwise comply with any other obligations of confidence placed on Telstra in relation to NBN Co Migration Information set out in the Definitive Agreements.

#### **25.5 Notification regime prior to the establishment of the NBN Information Security Plan**

- (a) Telstra acknowledges that before the NBN Information Security Plan comes into effect, there may be circumstances where:
  - (i) Telstra has a legitimate reason to use or disclose NBN Co Migration Information other than as contemplated in, or permitted under, the principles set out in Schedule 6; and
  - (ii) it is not or may not be reasonably practical (given time and other practical constraints) for Telstra to seek the ACCC's approval to amend the principles set out in Schedule 6 (as applicable) in relation to such use or disclosure.
- (b) In these circumstances, Telstra will provide the ACCC with at least 5 Business Days' notice specifying:
  - (i) the NBN Co Migration Information that Telstra wishes to use or disclose (subject to any obligations of confidence placed on Telstra, including under the Definitive Agreements);
  - (ii) the identity of the proposed recipient of such information;
  - (iii) the purpose of the use or disclosure; and
  - (iv) any measures that Telstra will take to ensure that the use or disclosure does not allow Telstra to gain or exploit any unfair commercial advantage over any Wholesale Customer or Wholesale Customers.

- (c) Subject to clause 25.2, Telstra will not provide a notice to the ACCC under clause 25.5(b), unless it has obtained the prior consent of NBN Co.
- (d) If the ACCC, within 5 Business Days of receipt of notice from Telstra:
  - (i) does not object to the use or disclosure referred to in clause 25.5(b); or
  - (ii) notifies Telstra that it approves such use or disclosure subject to the imposition of specified conditions, and Telstra agrees to implement those conditions in connection with the proposed use or disclosure,

then Telstra may proceed with the use or disclosure on the terms so specified.

## **25.6 Use or disclosure of NBN Co information which is made publicly available**

Nothing in this Plan restricts or prevents Telstra from using or disclosing, including for retail and wholesale commercial planning and business purposes, any information which NBN Co makes available publicly or to other service providers or infrastructure providers, subject to any restrictions that NBN Co places on the use or disclosure of that information at the time it is released.

## **25.7 Information security for Wholesale Customer information**

- (a) Where:
  - (i) a Wholesale Customer provides information to Telstra in connection with the disconnection of:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated); or
  - (ii) Telstra otherwise obtains Confidential Information in respect of a Wholesale Customer in the course of performing any functions or processes which Telstra is required to undertake pursuant to this Plan in respect of:
    - (A) an FTTP-Connected Premises; or
    - (B) a Premises in a Rollout Region if, and for so long as, such a Premises is proposed by NBN Co to be an FTTP-Connected Premises (including where such Premises is notified as not being NBN Serviceable or is Frustrated),

Telstra will use and disclose that information, including any Confidential Information, in accordance with the information security provisions in Part D and Schedule 2 of the Undertaking.

- (b) Without limitation to clause 25.7(a), Telstra will comply with any confidentiality obligations that apply between the Wholesale Customer and Telstra under either:
  - (i) an access agreement in place between Telstra and that Wholesale Customer in respect of the relevant Copper Services; or



- (ii) any final access determination in place in respect of the relevant Copper Services,

so as to ensure that Telstra does not use or disclose information referred to in clause 25.7(a) to gain or exploit an unfair commercial advantage over that Wholesale Customer or any other Wholesale Customers in a market.

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## 26 Reporting framework

### 26.1 Establishment of performance standards

- (a) Telstra will establish internal compliance processes which enable it to collect and report on the following measures in each reporting period under clause 26.2:
  - (i) In respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each Disconnection Wave, aggregated across those Rollout Regions falling within each Disconnection Wave:
    - (A) the total number of Premises estimated at the RFS Dates of the Rollout Regions within the Disconnection Wave, and the total number of Active Eligible Premises at key milestone dates identified by Telstra for the Disconnection Wave for the period from six months before and after the Disconnection Dates for the Rollout Regions in the Disconnection Wave;
    - (B) the number of In-Train Order Premises as at the Disconnection Dates for the Rollout Regions in the Disconnection Wave and key milestone dates identified by Telstra after the Disconnection Dates for those Rollout Regions; and
    - (C) the number of Premises disconnected which are not In-Train Order Premises as at key milestone dates identified by Telstra after the Disconnection Dates of the Rollout Regions in the Disconnection Wave.
  - (ii) In respect of HFC Services at Premises within the Fixed Line Footprint in Rollout Regions falling within each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
    - (A) the number of Active HFC Services as at 26 Business Days after the Disconnection Date for the Rollout Regions in the Disconnection Wave;
    - (B) the number of Active HFC Services at In-Train Order Premises as at 26 Business Days after the Disconnection Date for the Rollout Regions in the Disconnection Wave;
    - (C) the number of HFC Services disconnected at Premises without an In-Train Order as at 55 Business Days after the Disconnection Date for the Rollout Regions in the Disconnection Wave; and
    - (D) the number of HFC Services disconnected at In-Train Order Premises from 26 Business Days after the Disconnection Date for the Rollout Regions in the Disconnection Wave.

- (iii) To the extent Cease Sale applies in Rollout Regions falling in each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
  - (A) the number and general categories of Retail Orders and Wholesale Orders provisioned where a manual override code has been applied;
  - (B) the number of Retail Orders and Wholesale Orders provisioned in error where a manual override code has not been applied; and
  - (C) the total number of Premises in those Rollout Regions which were exempted from Cease Sale under clause 17.5.
- (iv) In respect of Pull Through Activities undertaken at Premises within the Fixed Line Footprint in Rollout Regions falling in each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
  - (A) the number of Wholesale Customers that have consented to Pull Through Activities;
  - (B) the number of Wholesale Customers that have not consented to Pull Through Activities; and
  - (C) the number of Wholesale Customers that withdrew their consent to Pull Through Activities during the relevant reporting period.
- (v) In relation to Pull Through Notification Events at Premises within the Fixed Line Footprint in Rollout Regions falling in each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
  - (A) on or after the RFS Dates for the Rollout Regions in the Disconnection Wave, the total number of Notification Events that were notified by NBN Co to Telstra;
  - (B) on or after the RFS Dates for the Rollout Regions in the Disconnection Wave, the total number of Notification Events that were notified by NBN Co to Telstra that affected one or more Wholesale Customers or Retail Customers;
  - (C) on or after the RFS Dates for the Rollout Regions in the Disconnection Wave, the total number of Notification Events that were notified by NBN Co to Telstra that affected one or more Wholesale Customers, and which Telstra provided notification to all relevant Wholesale Customers under Required Measure 1; and
  - (D) on or after the RFS Dates for the Rollout Regions in the Disconnection Wave, the percentage of Notification Events communicated to Wholesale Customers within:
    - (I) 2 Business Hours; and
    - (II) 4 Business Hours.

- (vi) In relation to Rebuilt Copper Paths at Premises within the Fixed Line Footprint in Rollout Regions falling in each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
  - (A) the total number of activations made during the relevant reporting period of Direct Special Services and Special Service inputs for which Telstra has built a Copper Path under Required Measure 4;
  - (B) the number of activations made during the relevant reporting period of Direct Special Services for Retail Customers for which Telstra has built a Copper Path under Required Measure 4; and
  - (C) the number of activations made during the relevant reporting period of Direct Special Services for Wholesale Customers for which Telstra has built a Copper Path under Required Measure 4.
- (vii) The total proportion of disconnection orders received from Wholesale Customers in respect of Premises within the Fixed Line Footprint in the Rollout Regions in a Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave, which were completed on the Telstra Committed Date.
- (viii) In respect of the Order Stability Period which applied to Rollout Regions falling in each Disconnection Wave, aggregated across the Rollout Regions falling within each Disconnection Wave:
  - (A) the number and type of Retail and Wholesale Copper Services provisioned during the Order Stability Periods; and
  - (B) the number and type of Retail HFC Services provisioned during the Order Stability Periods.
- (b) At the same time that Telstra develops an SS Disconnection Process under clause 22.5, it will include in the relevant measure a proposed approach to monitoring compliance by Telstra with the SS Disconnection Process including, wherever possible, an appropriate metric or metrics capable of forming part of the Migration Plan Compliance Report.
- (c) Telstra will include the results of the performance measures established under this clause 26.1 as part of the Migration Plan Compliance Report, provided to the ACCC under clause 26.2.

**26.2 Director of Equivalence to oversee preparation of a Migration Plan Compliance Report**

- (a) For each Quarter, the Director of Equivalence will prepare and provide to the ACCC on a confidential basis a report (**Migration Plan Compliance Report**) setting out:
  - (i) results for the performance measures under clause 26.1 relevant to that Quarter;
  - (ii) any information in respect of certified Special Services Inputs requested by the ACCC under clause 22.6; and

- (iii) a summary of any disputes commenced by a Wholesale Customer during the Quarter under clause 32.
- (b) Telstra will cooperate with the ACCC, in good faith, to identify any additional information (including metrics) or to remove any existing reporting or information requirements which should be developed or included in the Migration Plan Compliance Report, or removed where the parties agree that doing so would improve the effectiveness of compliance processes under this Plan, including monitoring the continued consistency of this Plan with the Principles.
- (c) The ACCC may consult with Wholesale Customers and other stakeholders from time to time in respect of Telstra's compliance with this Plan, including publishing any parts of a Migration Plan Compliance Report that are not commercially confidential.
- (d) Telstra will give each Migration Plan Compliance Report to the ACCC not more than 40 Business Days after the end of the Quarter to which it relates. Telstra will also provide the Minister with a copy of each Migration Plan Compliance Report.

### 26.3 ACCC information requests

Without limitation to clause 26.2, Telstra will use all reasonable endeavours to respond in an effective, timely and complete manner to any request received from the ACCC for information which it reasonably requires for the purpose of monitoring compliance by Telstra with this Plan.

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## 27 Rectification of this Plan

- (a) If based on a Migration Plan Compliance Report or any other information provided to the ACCC under this Plan and in light of subsequent operational experience with the application of the provisions of this Plan, the ACCC determines that the provisions of this Plan do not comply with the General Principles, then the ACCC may issue a direction to Telstra under clause 27(b), requiring Telstra to lodge a draft variation to this Plan in accordance with section 577BF of the Act, which variation is intended to ensure that the Plan is brought back into compliance with the General Principles.
- (b) A direction from the ACCC under this clause 27 must set out:
  - (i) those provisions of this Plan, and where applicable the manner of their operation, that in the ACCC's view no longer comply with the General Principles;
  - (ii) its reasons for holding that view; and
  - (iii) any steps which the ACCC reasonably considers Telstra should take, including any necessary variation to this Plan, in order to rectify the non-compliance.
- (c) Telstra will as soon as reasonably practicable and in any event within 40 Business Days of receiving a direction (or such longer period as permitted by the ACCC), give the ACCC a draft variation to this Plan in accordance with section 577BF of the Act, and being one that:

- (i) takes into account the matters specified by the ACCC in its direction as well as such other matters as Telstra considers are relevant (for example, any alternative steps which Telstra has identified might be adopted in order to ensure compliance); and
    - (ii) ensures that the provisions of this Plan comply with the General Principles.
  - (d) In assessing any draft variation submitted by Telstra under this clause 27, the ACCC may seek advice from the Adjudicator on the draft variation.
  - (e) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 27(d) and will give Telstra a reasonable opportunity to comment on that advice.
  - (f) If the ACCC in accordance with section 577BF of the Act refuses to approve a variation submitted by Telstra under clause 27(c), the ACCC will issue a final direction to Telstra which specifies:
    - (i) any changes to the draft variation which Telstra is required to make in order for it to be approved; and
    - (ii) the reasons why those changes are required.
  - (g) Within not less than 20 Business Days of the date which it receives a draft direction, or such longer period as the ACCC allows, Telstra will submit a variation under section 577BF of the Act that complies with the final direction.
  - (h) For clarity nothing in this Plan operates to make any inconsistency or non-compliance which develops between a provision of this Plan or the manner of its operation and the General Principles a contravention by Telstra of this Plan.
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## 28 Compliance

- (a) The duties of the Director of Equivalence will include responsibility for overseeing compliance by Telstra with the obligations set out in this Plan.
  - (b) Telstra's compliance with this Plan will form part of the same compliance monitoring and reporting processes as apply in respect of the Undertaking, as set out in Part E of the Undertaking.
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## 29 Variation of an Existing Process or development of new or modified Disconnection Measures

### 29.1 ACCC or the Adjudicator to consider compliance of Existing Processes with Principles 10 and 25

- (a) Where the ACCC or Adjudicator (**Relevant Decision Maker**) reasonably considers that use by Telstra of:
  - (i) an Existing Process to implement and manage disconnection of Copper Services (including existing local number portability processes) at Premises within the Fixed Line Footprint; or

- (ii) a standard operating system, interface or an Existing Process to receive and process disconnection orders from Wholesale Customers in respect of Copper Services at Premises within the Fixed Line Footprint,

is inconsistent with General Principles 10 and 25, the Relevant Decision Maker may issue a direction to Telstra, setting out the nature of the inconsistency and directing Telstra to submit a proposal under this clause 29 to resolve the inconsistency.

- (b) If the ACCC is the Relevant Decision Maker, in determining whether or not to issue a direction under clause 29.1(a) the ACCC may consult with, and seek the views of, the Adjudicator.
- (c) The ACCC will provide to Telstra a copy of any written advice provided by the Adjudicator under clause 29.1(b) and will give Telstra a reasonable opportunity to comment on that advice.
- (d) Within 20 Business Days of the date it receives a direction under clause 29.1(a), or as otherwise agreed with the Relevant Decision Maker, Telstra will provide a response to the Relevant Decision Maker that either:
  - (i) it does not accept that there is an inconsistency of the kind identified by the Relevant Decision Maker in the direction; or
  - (ii) it accepts that there is, or may be, an inconsistency of the kind identified in the direction, in which case Telstra will provide a proposal (**Variation Proposal**) setting out:
    - (A) where the inconsistency involves an Existing Process used to implement and manage disconnection of Copper Services:
      - (1) a modification to the Existing Process (to the extent to which the Existing Process is within Telstra's control); or
      - (2) any new process, measure or action that Telstra uses to implement and manage disconnection of Copper Services (**Disconnection Measure**); or
      - (3) a modification to an existing Disconnection Measure; and
    - (B) where the inconsistency involves a standard operating system, interface or an Existing Process used to receive and process disconnection orders – by modifying the standard operating system, interface or Existing Process.
- (e) The Relevant Decision Maker may, but is not required to, publish for public consultation its direction and any non-confidential parts of Telstra's response.
- (f) If the ACCC is the Relevant Decision Maker, in assessing any response submitted by Telstra under this clause 29.1(d), including any Variation Proposal, the ACCC may seek advice from the Adjudicator.
- (g) The ACCC will provide to Telstra a copy of any advice provided by the Adjudicator under clause 29.1(f) and will give Telstra a reasonable opportunity to comment on that advice.

- (h) Within 60 Business Days of receiving a response from Telstra under clause 29.1(c), the Relevant Decision Maker will issue a final determination to Telstra that states whether it considers there is an inconsistency of the kind identified under clause 29.1(a) including providing reasons for reaching its conclusion.
- (i) If the Relevant Decision Maker considers that there is an inconsistency of the kind identified under clause 29.1(a), the final determination must either:
  - (i) require Telstra to implement its Variation Proposal; or
  - (ii) if the Relevant Decision Maker does not accept that the Variation Proposal would resolve the inconsistency, require Telstra to submit an amended Variation Proposal that does so. The final determination may identify specific amendments which the Relevant Decision Maker considers could be made by Telstra to the Variation Proposal to resolve the inconsistency.
- (j) If a final determination requires Telstra to implement a Variation Proposal, under clause 29.1(i)(i), Telstra must implement the Variation Proposal in accordance with its terms.
- (k) If a final determination requires Telstra to resubmit an amended Variation Proposal under clause 29.1(i)(ii), Telstra will within 60 Business Days of the date of the final determination, or such longer period as the Relevant Decision Maker permits lodge with the Relevant Decision Maker an amended Variation Proposal that resolves the inconsistency of the kind identified under clause 29.1(a).
- (l) Telstra will implement any amended Variation Proposal which is lodged with a Relevant Decision Maker under clause 29.1(k) in accordance with its terms.

## **29.2 Limits on ACCC and Adjudicator determinations**

- (a) The ACCC and Adjudicator must not exercise any power or perform any function under this Plan or the Undertaking, including (without limitation) in respect of any direction or determination made or issued under this clause 29, if or to the extent that doing so has the effect or likely effect of:
  - (i) preventing Telstra from disconnecting a Soft Dial Tone service from a Copper Service at a Premises at the date that is the relevant date for that Premises under clause 21; or
  - (ii) preventing Telstra from disconnecting Premises which are Passed in each Rollout Region as part of the Managed Disconnection process under clause 14 within the period of the applicable Disconnection Window under clause 14 or 15; or
  - (iii) preventing Telstra from disconnecting each SS Class of Direct Special Services and Special Service Inputs on and from a Disconnection Date applicable to the relevant Direct Special Services and Special Service Inputs as determined in accordance with clause 22; or
  - (iv) preventing Telstra from disconnecting any other fixed line carriage services supplied using a Copper Path without notice when, as requested by a Retail Customer, Telstra disconnects a Standard Telephone Service supplied using that Copper Path; or
  - (v) preventing Telstra from disconnecting any other fixed-line carriage services supplied using a Copper Path without notice when, as requested

by a Wholesale Customer, Telstra disconnects a Wholesale Line Rental service supplied using that Copper Path; or

- (vi) requiring Telstra to take action, or to refrain from taking action, that would be inconsistent with any obligations of Telstra under any Industry Migration Arrangements or Standard Industry Process;
  - (vii) requiring Telstra to take action under this Plan in respect of any of the activities set out in clause 2.2(b); or
  - (viii) restricting, preventing or placing conditions upon the marketing by Telstra of HFC Services or which would restrict, prevent or place conditions upon Telstra's ability to use the HFC Network or to supply HFC Services, except to the extent specified in clause 18 as at the Varied Plan Commencement Date; or
  - (ix) requiring Telstra to implement any new or modified information security measures under this Plan except and to the extent set out in respect of NBN Co Migration Information under clause 25.
- (b) Without limitation to clause 2.2 and 2.3, in making or issuing any determination, direction or order under this Plan (including without limitation in making a determination under any of clauses 5, 13, 25, 27, 29, 30 or 32), the Relevant Decision Maker must have regard to:
- (i) the costs to Telstra involved in taking the action specified. In assessing those costs, the Relevant Decision Maker must have regard to costs of Telstra modifying or replacing any Existing Process or establishing any new or modified Disconnection Measure within and outside the Fixed Line Footprint where it would be inefficient for Telstra to operate different processes within the Fixed Line Footprint and outside the Fixed Line Footprint;
  - (ii) the effectiveness of the action;
  - (iii) the relative costs and benefits of not taking that action, including the materiality of the consequences of continuing to rely on the Existing Processes; and
  - (iv) the extent to which the outcome which is sought could be appropriately achieved by another party undertaking, or refraining from undertaking, any action. In considering what is appropriate under this subclause, the ACCC must consider, together with other relevant factors, the extent to which the outcome which is sought could be achieved at lower cost by another party undertaking, or refraining from undertaking, any action and the extent to which it is reasonable and practical to require such other party to undertake or refrain from undertaking that action.

**Explanatory Note: Identification of lower cost or more appropriate alternatives**

The varied Migration Plan and MTM rollout is occurring as part of a more integrated 'end to end' process, with defined roles and responsibilities for a number of industry stakeholders, including NBN Co, RSPs and ASPs. One example of this principle would be ring fencing information security obligations under the Plan, which should not ordinarily be imposed to the extent that these would not be required if it was reasonable for relevant information to be made available by another party.



- (c) Any directions, determinations or orders by a Relevant Decision Maker under this Plan are subject to monetary caps as follows:
  - (i) Telstra is not required to incur total costs of more than \$1,000,000 in implementing any determination which requires it to:
    - (A) modify an Existing Process;
    - (B) modify any standard operating system or interface;
    - (C) develop or vary an SS Disconnection Process; or
    - (D) develop a new or modified Disconnection Measure,
 unless the Relevant Decision Maker demonstrates in its determination that:
    - (E) the steps required to be undertaken by Telstra to comply with the determination are the least cost solution to resolve the concern which is the subject of the determination; and
    - (F) the cost to Telstra of complying with the determination is outweighed by the relative benefits, including the materiality of the consequences of continuing to rely on Existing Processes or systems; and
  - (ii) Telstra is not required to incur total costs of more than \$10,000,000 in any calendar year in implementing determinations made by a Relevant Decision Maker under this Plan.
- (d) For clarity, the capacity for the Adjudicator to exceed the monetary cap in clause 29.2(c)(i) in relation to one or more determinations remains subject to the annual monetary cap that applies in clause 29.2(c)(ii).

### 29.3 Wholesale Customer Modification Proposals

- (a) A Wholesale Customer may itself, or jointly with one or more other Wholesale Customers, at any time submit to Telstra a request in writing for:
  - (i) a modification of any of the existing standard Telstra processes set out in Schedule 1; or
  - (ii) a modification to a Disconnection Measure,

**(Modification Proposal).**
- (b) Each Modification Proposal must specify the reasons for the requested variation to an Existing Processes or a Disconnection Measure, including the implications for the Migration process if the Modification Proposal is not adopted.
- (c) As soon as practicable after the date it receives a Modification Proposal from a Wholesale Customer, Telstra will:
  - (i) provide the Adjudicator and ACCC with a copy of the Modification Proposal; and

- (ii) make it publicly available for comment, for example by publishing a copy of the Modification Proposal on the Telstra Wholesale website.
- (d) Telstra will consult in good faith with the relevant Wholesale Customer(s), and such other persons as Telstra considers appropriate, on the Modification Proposal in order to understand and reasonably assess:
- (i) the benefits and costs associated with the Modification Request;
  - (ii) any alternatives which may offer a more effective or proportionate means of achieving similar or comparable benefits;
  - (iii) where a Modification Proposal involves the replacement or modification of an Existing Process, interface or system – any legacy processes, interfaces or systems that Telstra would shut down as part of any implementation of the Modification Proposal; and
  - (iv) whether the Modification Proposal, or implementation of any alternative process variation or modified Disconnection Measure, is reasonably necessary in order to ensure the continued compliance of this Plan with the Plan Objectives and Principles 10 and 25.
- (e) As soon as reasonably practicable, and in any event within 60 Business Days of the date that Telstra receives a Modification Proposal (or such longer period as Telstra and the relevant Wholesale Customer(s) agree or, if they cannot agree, the Adjudicator determines), Telstra will respond in writing to the Wholesale Customer(s), setting out:
- (i) in circumstances where Telstra proposes to make a modification to the Existing Process or Disconnection Measure:
    - (A) a description of the modification which Telstra proposes to make;
    - (B) modifications which Telstra reasonably considers will be required in the processes, practices or systems of Wholesale Customers in order to implement the modification;
    - (C) the proposed timetable for implementing the modification; and
    - (D) details of any engagement process which Telstra intends to establish with Wholesale Customers or relevant industry bodies in order to manage the development and/or implementation of the modification; or
  - (ii) in circumstances where Telstra does not intend to make any modification to the Existing Process or Disconnection Measure:
    - (A) the reasons for rejecting the Modification Request;
    - (B) a brief description of alternatives, if any, which Telstra considered and the reasons for rejecting those alternatives; and
    - (C) where applicable, details of any further engagement process which Telstra intends to establish with Wholesale Customers in order to address the concern raised in the Modification Proposal.

- (f) As soon as reasonably practicable after Telstra provides a response to the Wholesale Customer(s) under clause 29.3(e), it will:
  - (i) provide a copy of the Modification Proposal and its response to the ACCC and the Adjudicator; and
  - (ii) publish a copy of the Modification Proposal and its response on the Wholesale Business Unit website.
- (g) If a Wholesale Customer (whether or not the Wholesale Customer is that which originally lodged the Modification Proposal with Telstra) does not accept Telstra's proposed response under clause 29.3(e), the Wholesale Customer may within 10 Business Days after the date the response was published, refer the matter as a dispute to the Adjudicator under clause 32. If there has been no such referral within that time the Modification Proposal is deemed to have been accepted by all Wholesale Customers. Where more than one Wholesale Customer refers issues or concerns related to the same Modification Proposal response, the Adjudicator must deal with those issues or concerns in a coordinated and efficient manner, including wherever possible by making only one final determination in respect of each proposed Modification Proposal response.
- (h) Telstra will:
  - (i) implement any Modification Proposal which is accepted or which is deemed accepted by all Wholesale Customers under this clause 29.3; and
  - (ii) if a variation to this Plan is required, promptly submit a variation of this Plan to the ACCC under section 577BF of the Act in order to give effect to the agreed modification to the Existing Process or Disconnection Measure.
- (i) If a Modification Proposal is not accepted or deemed to be accepted by all Wholesale Customers under this clause 29.3, Telstra will implement the Modification Proposal in accordance with any final determination made by the Adjudicator in relation to the matter under clause 29.
- (j) Subject to any determination of the Adjudicator under clause 32, nothing in this clause 29.3 requires Telstra to accept or implement a Modification Proposal.

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## 30 Testing of new or modified disconnection processes

### 30.1 Telstra may undertake tests of new or modified processes, systems and interfaces and systems

- (a) Where this Plan otherwise requires Telstra to use a standard Existing Process, interface or system, it may use an alternative or modified process, system of interface, provided that it does so as part of a bona fide test undertaken in accordance with this clause 30.
- (b) In the course of developing or implementing under this Plan:
  - (i) a SS Disconnection Process;
  - (ii) a new or modified Disconnection Measure; or

- (iii) any modification to a standard disconnection process, interface or system,  
  
Telstra may notify the ACCC that Telstra intends to undertake testing of one or more new or modified processes, systems or interfaces (**Process Test Notice**).
- (c) A Process Test Notice must specify:
  - (i) the process, system or interface that is being tested;
  - (ii) the date on which testing will commence and the intended duration of the testing;
  - (iii) the participants involved in the test (including confirmation that any participants have consented to being involved); and
  - (iv) any other matters which Telstra reasonably considers may assist the ACCC to assess the appropriateness of Telstra's proposed test.
- (d) Subject to clause 30.1(e), Telstra may undertake any testing which has been notified to the ACCC under a Process Test Notice, in accordance with that Process Test Notice.
- (e) At any time after it receives a Process Test Notice, the ACCC may issue a notice to Telstra indicating that the ACCC has concerns about testing proposed under the Process Test Notice and which specifies:
  - (i) the nature of the concerns which the ACCC has in relation to the testing;
  - (ii) any further information or evidence which the ACCC reasonably requires Telstra to provide in order to satisfy itself of the appropriateness of the testing; and
  - (iii) any amendment to the Process Test Notice, including any modification to the test plan required in order to resolve the ACCC's concerns.
- (f) Where Telstra receives an ACCC notice under clause 30.1(e), in respect of proposed testing, Telstra will:
  - (i) if testing has not yet commenced – not proceed with the test; or
  - (ii) if testing has commenced – as soon as practicable, suspend or cease the testing,

in each case unless and until the ACCC's concerns have been resolved in accordance with clause 30.1(e).
- (g) Telstra may (at its discretion) at any time after receiving a notice from the ACCC under clause 30.1(e), issue a modified Process Test Notice to the ACCC which is amended to seek to resolve the ACCC's concerns. An amended Process Test Notice issued by Telstra under this clause 30.1(g) will take effect as if it were issued under clause 30.1(b).

### **30.2 No requirement for duplication of processes, interfaces or systems**

- (a) Where Telstra develops a new or modified process, interface or system under this Plan, it may identify as part of the related implementation arrangements any legacy processes, interfaces or systems that will be replaced by the new or

modified process, interface or system and which Telstra will shut down, partly or wholly, once the new or modified process, interface or system has been implemented.

- (b) For clarity, nothing in this Plan requires Telstra to continue to use or make available any process, interface or system which has been replaced by a new or modified one, approved and implemented in accordance with clause 4.4 or clause 29.
- (c) Subject to any contractual requirement to notify Wholesale Customers of changes in systems or processes, where an SS Disconnection Process, a new or varied Disconnection Measure or any other variation to this Plan requires a Wholesale Customer to implement a modification to its own systems or its interface with Telstra's systems, Telstra is not required under this Plan to:
  - (i) implement the existing standard process or new or varied Disconnection Measure in respect of that Wholesale Customer unless and until the necessary modification(s) have been made; or
  - (ii) bear any costs incurred by a Wholesale Customer in making any such modification to its systems or interfaces.

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### **31 Telstra will consult with NBN Co about relevant matters under this Plan**

Telstra will consult in good faith with NBN Co in respect of the following matters under this Plan:

- (a) before proposing any amendment, variation or modification of an existing standard process;
- (b) in the course of developing or varying replacement Schedules under clause 5;
- (c) in the course of developing a new Disconnection Measure or modifying any existing Disconnection Measure;
- (d) in the course of developing any SS Disconnection Processes, including before submitting a proposed SS Disconnection Process to the ACCC under clause 22 and in the course of responding to any feedback received from the ACCC in relation to a proposed SS Disconnection Process;
- (e) in the course of any process for rectification of this Plan under clause 27;
- (f) prior to notifying the ACCC of the information Telstra provides to NBN Co, in accordance with clause 24;
- (g) in the course of developing or varying the NBN Information Security Plan under clause 25; and
- (h) prior to providing written notice to the ACCC about a test procedure in accordance with clause 30.

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## 32 Dispute resolution process

- (a) A Wholesale Customer may refer any complaint or dispute under this Plan to the Adjudicator for resolution under and in accordance with the ITA Process set out in Schedule 5 to the Undertaking.
- (b) For clarity, any dispute under this Plan may be referred directly to the Adjudicator and is not required to be first referred to or dealt with by Telstra under the Accelerated Investigation Process.

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## 33 Functions and powers of the ACCC under this Plan

In accordance with section 577A(18) of the Act, this Plan provides for the ACCC to perform the following functions and exercise the following powers in respect of and subject to the requirements set out in this Plan:

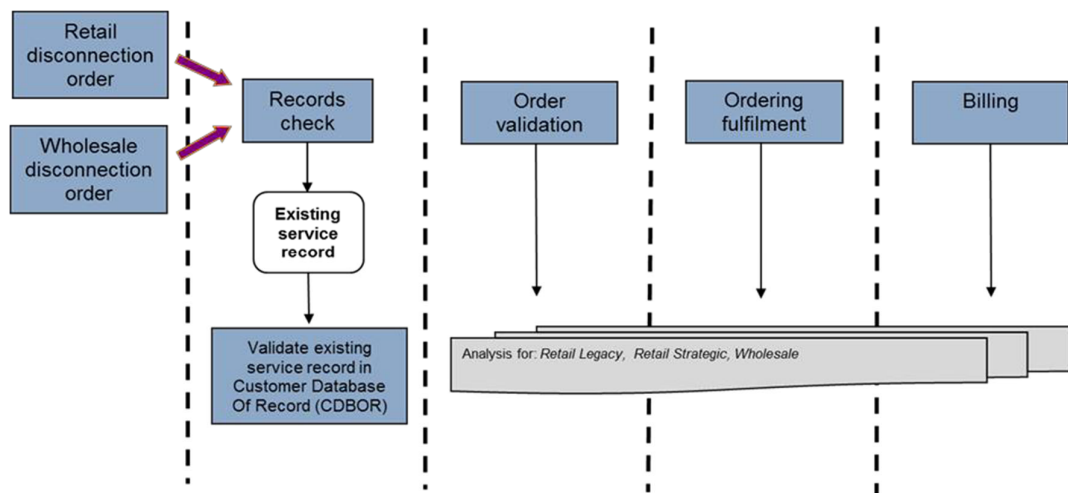
- (a) approve or object to a new, replacement or varied Schedule under clause 5, including any SS Disconnection Process developed in accordance with clause 22.5;
- (b) accept or reject an Order Stability Proposal under clause 13.2;
- (c) approve or reject a draft Information Security Plan under clause 25.4;
- (d) request information from Telstra under clause 26.3;
- (e) require Telstra to rectify the provisions of this Plan under clause 27;
- (f) require Telstra to vary an Existing Process or develop a new or modified Disconnection Measure under clause 29; and
- (g) respond to a Process Test Notice as contemplated by clause 30.

## Schedule 1 Telstra existing standard processes for disconnection of Copper Services (other than Special Services)

### 1 Overview

Telstra's existing standard processes for disconnection of retail and wholesale services comprise the following high level process steps: order capture (including records check, order validation and order modification); order fulfilment and billing.

These processes are depicted below. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.



Equivalence between Retail Customers and Wholesale Customers in disconnection orders is delivered through the use of one OSS platform for both Wholesale and Retail Business Units (made up of a number of individual system components). The single OSS platform accepts, prioritises, manages and fulfils disconnection orders from Wholesale Customers and Retail Customers in an equivalent manner based on the Telstra Commitment Date for disconnection. An illustration of the current IT systems used by Telstra to give effect to the existing standard processes for disconnection at the date of this Plan are set out in Annexure A to this Schedule. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this Schedule.

Differences may naturally exist between the wholesale and retail systems and data flows. This is due to the degree of autonomy requested by and afforded to Wholesale Customers in order origination formats, the preference of Wholesale Customers to interact with Telstra's BSS through their own systems and environments and the mediation layer required between the OSS and the retail and wholesale BSS built to the business requirements of retail and wholesale supply.

Differences also exist where the Access Technology which NBN Co will use to make a Premises NBN Serviceable is either FTTB, FTTN or FTTC. As NBN Co may use existing Copper Network infrastructure over which Telstra supplies Copper Services to a Retail Customer or a Wholesale Customer at the Premises, Telstra will disconnect these Copper Services without the need for an order from the relevant Retail Customer or

Wholesale Customer. The process for these disconnections is set out in section 8 of this Schedule 1.

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## 2 Disconnection of a Telstra retail voice service or wholesale voice service supplied using WLR (where the telephone number is not being ported)

### 2.1 Order capture (including records check and order modification)

#### (a) Order Capture - Retail STS Disconnection Order

Telstra will accept a disconnection order from a Retail Customer for a retail standard telephone service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). A Retail Customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

Premises at which Telstra provides an STS to a Retail Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or an FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra, in which case, Telstra will generate a disconnection order and proceed with disconnection of that STS in accordance with section 8.<sup>1</sup>

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (e.g. EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the Customer Database of Record (**CDBOR**) and that the person contacting Telstra is authorised to disconnect the service.

The Retail Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an

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<sup>1</sup> "Daily Migration File" used in Schedule 1 has the meaning given to that term in section 8(b).



exchange calendar is open, it is open for both wholesale and retail disconnection orders.

- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer,<sup>2</sup> the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

In exceptional circumstances (e.g. where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment slot with a communications technician is available (or some later day agreed with the Retail Customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the Retail Customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the Retail Customer placed the disconnection order). If the TCD is not convenient for the Retail Customer, the Retail Customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

#### (b) Order Capture – Wholesale WLR Disconnection Order

Wholesale Customers accept disconnection orders from Wholesale Customer end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the Wholesale Customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the Wholesale Customer's CDBOR and that the person contacting the Wholesale Customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from Wholesale Customers through these B2B systems.<sup>3</sup>

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<sup>2</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

<sup>3</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

Where a Wholesale Customer is unable to, or chooses not to, interface with LOLO or LOLIG, Telstra will accept a disconnection order for a WLR service via Telstra's Wholesale Customer service representatives.

In addition, if a WLR service disconnection order is received from a Wholesale Customer via Telstra's wholesale BSS layer and either the WLR service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system).

Premises at which Telstra provides a WLR service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or an FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra, in which case, Telstra will generate a disconnection order and proceed with disconnection of that WLR service in accordance with section 8.

The Wholesale Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>4</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a Wholesale Customer nominates a CRD which Telstra is unable to meet, the Wholesale Customer is informed (either through Telstra's wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the Wholesale Customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the Wholesale Customer nominates an alternative CRD which Telstra can meet.

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<sup>4</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

(c) Order validation - Retail STS Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfilment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale WLR Disconnection Order

For disconnections, the Wholesale Customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting Wholesale Customer, and the CRD is today or in the future.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A Retail Customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a Retail Customer in a variety of forms and through a variety of originating processes. For example, a Retail Customer may contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (e.g. EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A Wholesale Customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). A Wholesale Customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

## 2.2 Order fulfilment

### (a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (e.g. where retrieval of customer premises equipment is required).

### (b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant Wholesale Customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system).

Telstra does not typically<sup>5</sup> notify the relevant Retail Customer following completion of a retail disconnection order (other than through its final Bill for the relevant service).

### (c) Cessation of Charging and Final Billing

Telstra will discontinue charging a Retail Customer on and from the date of disconnection of the STS. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra's retail Business and Global Enterprise and Services Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

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<sup>5</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

Telstra will discontinue charging a Wholesale Customer on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to Wholesale Customers on a quarterly basis.

Telstra will finalise and submit any final Bill to the Retail Customer for the STS and the Wholesale Customer for the WLR service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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### **3 Disconnection of a copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS due to the disconnection of the voice service (STS or WLR) using the same Copper Path (where the phone number is not being ported)**

#### **3.1 Overview**

Where a Retail Customer or Wholesale Customer orders the disconnection of their copper voice service (STS or WLR), any retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS using the same Copper Path will also be disconnected, whether supplied by the same provider to the end user or by a different provider. This same rule applies to services supplied by a Telstra Retail Business Unit and a service supplied by a Wholesale Customer.

The disconnection of the retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS is driven by the voice disconnection order itself through system enforced rules, rather than as separate disconnection orders in their own right.

#### **3.2 Order capture (including records check and order modification)**

##### **(a) Order Capture - Retail**

Telstra will accept a disconnection order from a Retail Customer for a retail standard telephony service (**STS**) in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a Retail Customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

The order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (e.g. EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

Premises at which Telstra provides an STS to a Retail Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or an FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra, in which case, Telstra will generate a disconnection order for (in addition to the retail

STS) any retail copper broadband service or Wholesale ADSL Layer 2 Service or LSS supplied over the same Copper Path and proceed with disconnection of all of the relevant services in accordance with section 8.

The Retail Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD to a maximum of 12 months after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.<sup>6</sup>

These circumstances are substantially the same as between retail and wholesale.

In exceptional circumstances (e.g. where the recovery of customer premises equipment is required) the disconnection of an STS may require a site visit from a communications technician. In these circumstances, the TCD will be the next day on which an appointment with a communications technician is available (or some later day agreed with the Retail Customer).

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the Retail Customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the Retail Customer placed the disconnection order). If the TCD is not convenient for the Retail Customer, the Retail Customer can modify their disconnection order in accordance with the order modification process described below.

Although manual exchange work (i.e. jumper removal) will always be required for disconnection of a LSS, this does not affect the TCD as the TCD is driven by the STS disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

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<sup>6</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

(b) Order Capture – Wholesale

Wholesale Customers accept disconnection orders from Wholesale Customer end users for a wholesale voice service supplied using WLR in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the Wholesale Customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the Wholesale Customer's CDBOR and that the person contacting the Wholesale Customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a wholesale voice service supplied using WLR from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.

Where a Wholesale Customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a WLR service via Telstra's wholesale customer service representatives.

In addition, if a WLR service disconnection order is received from a Wholesale Customer via Telstra's wholesale BSS layer and either the WLR service has associations or associated services or the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

Premises at which Telstra provides a WLR service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or an FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra, in which case, Telstra will generate a disconnection order for (in addition to the WLR service) any retail copper broadband service, Wholesale ADSL Layer 2 Service or LSS over the same Copper Path and proceed with disconnection of all of the relevant services in accordance with section 8.

The Wholesale Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);



- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>7</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a Wholesale Customer nominates a CRD which Telstra is unable to meet, the Wholesale Customer is informed (either through Telstra's wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the Wholesale Customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the Wholesale Customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

Manual exchange work (i.e. jumper removal) will always be required for disconnection of a LSS, however this does not affect the TCD as the TCD is driven by the WLR disconnection order. The manual exchange work will typically be performed after the TCD at a time that is convenient for Telstra.

(c) Order validation - Retail

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfilment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the STS is system driven in the OSS and is therefore not separately validated.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale

For disconnections, the Wholesale Customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting Wholesale Customer, and the CRD is today or in the future.

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<sup>7</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".



The disconnection of any copper broadband service (retail copper broadband or Wholesale ADSL Layer 2) or LSS using the same Copper Path as the WLR service is system driven in the OSS and is therefore not separately validated.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail STS Disconnection Order

A Retail Customer can modify its retail STS disconnection order at any time prior to the point at which the OSS Activation Managers (currently Autocat (for voice) or XDM (for retail copper broadband or Wholesale ADSL Layer 2) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a Retail Customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a Retail Customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (e.g. EMPTOR / STS / Siebel) which comprise part of the retail BSS.

(f) Order Modification – Wholesale WLR Disconnection Order

A Wholesale Customer can modify its WLR disconnection order at any time prior to the point at which the OSS Activation Manager (currently Autocat) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a WLR disconnection order modification request from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A Wholesale Customer can modify its WLR disconnection order via LOLO or LOLIG at any date prior to the TCD.

### 3.3 Order fulfilment

(a) Receiving orders in the OSS

Once a voice disconnection order is captured and validated in the relevant BSS, it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order.

If there is a retail copper broadband service or Wholesale ADSL Layer 2 service or LSS which uses the same Copper Path as the relevant STS or WLR service, AXIS includes system enforced rules to automatically disconnect the retail copper broadband service or Wholesale ADSL Layer 2 service or LSS.

The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange or in the network, *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange or in the network to the appropriate OSS Activation Manager system (currently Autocat for STS/WLR and XDM for retail copper broadband/Wholesale ADSL Layer 2). If required, *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders and returns any requirement for field work to Telstra's field workforce management system (currently *CONNECT*) (e.g. where retrieval of customer premises equipment is required).

(b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems solely based on the TCD for disconnection of the relevant voice service.

Following completion of a WLR service disconnection, Telstra will notify the relevant Wholesale Customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system).

Telstra does not typically<sup>8</sup> notify the relevant Retail Customer following completion of a retail STS disconnection (other than through its final Bill for the relevant service).

If the disconnection of an STS or WLR service results in the disconnection of a Wholesale ADSL Layer 2 service or LSS provided using the same Copper Path, Telstra will notify the relevant Wholesale Customer after the disconnection of the Wholesale ADSL Layer 2 service or LSS through the relevant Wholesale Customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

Any manual exchange work (i.e. jumper removal) required for disconnection of a LSS will typically be performed by Telstra after the TCD for disconnection of the relevant voice service at a time that is convenient for Telstra.

If the disconnection of an STS or WLR service results in the disconnection of a retail copper broadband service provided using the same Copper Path, Telstra does not typically<sup>9</sup> notify the relevant Retail Customer after disconnection of the retail copper broadband service (other than through its final Bill for the relevant service).

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<sup>8</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

<sup>9</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

### 3.4 Cessation of Charging and Final Billing

(a) Cessation of charging for STS and WLR

Telstra will discontinue charging a Retail Customer for the STS on and from the date of disconnection of the STS service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's Retail Business Units and Global Enterprise and Services Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection of the STS is set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a Wholesale Customer for a WLR service on and from the date of disconnection of the WLR service. If the date of disconnection is later than the TCD for disconnection for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the WLR access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to Wholesale Customers on a quarterly basis.

(b) Cessation of charging for broadband services or LSS using the same Copper Paths

Telstra will discontinue charging a Retail Customer for any retail copper broadband service which used the same Copper Path as the relevant voice service on and from the date of disconnection of the copper broadband service. If the date of disconnection is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

Telstra will discontinue charging a Wholesale Customer for a Wholesale ADSL Layer 2 service or a wholesale LSS which used the same Copper Path as the relevant voice service on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection of the relevant voice service for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the Wholesale ADSL Layer 2 or wholesale LSS access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to Wholesale Customers on a quarterly basis.

(c) Final Billing

Telstra will finalise and submit any final Bill to the Retail Customer and/or the Wholesale Customer (as applicable) in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 4 Disconnection of a voice service (STS or WLR) and/or a copper broadband service (retail copper broadband,

## Wholesale ADSL Layer 2 or LSS) (where the telephone number is being ported)

### 4.1 Order capture (including records check and order modification)

#### (a) Order Capture

Telstra will accept and process Local Number Porting (**LNP**) requests submitted from a Gaining Carrier/Carriage Service Provider (**CSP**) in accordance with the LNP Code.

The Gaining Carrier/CSP may elect for an LNP Request to be processed by Telstra using either the Category A Porting Process or the Category C Porting Process as outlined in the LNP Code depending on the nature of the services supplied in connection with the telephone number or numbers to be ported and in accordance with the LNP Code.

Telstra will accept and process LNP Requests (including associated Simple Notification Advices (**SNAs**), Electronic Cutover Advices (**ECAs**), Complex Notification Advices (**CNAs**) and Complex Cutover Advices (**CCAs**) each as defined in the code) via Telstra's Local Number Portability Carrier Interface System (**LNPCIS**) using the standard wholesale file transfer process for LNP requests, set out in the LNP IT Standard.

Telstra will generate a disconnection order for a copper voice service (STS or WLR service) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) in accordance with the LNP Code, where Telstra receives a valid LNP request via LNPCIS in relation to the telephone number associated with that service.

Premises at which Telstra provides an STS to a Retail Customer or a WLR service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or an FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra. If Telstra detects any pending LNP Requests in respect of the retail STS or WLR service supplied at FTTB-Connected Premises, FTTN-Connected Premises or FTTC-Connected Premises notified in a Daily Migration File provided by NBN Co to Telstra, Telstra will wait for 5 Business Days for the LNP Request to complete. If the LNP Request has not been completed or withdrawn after 5 Business Days, the LNP Request will be withdrawn by Telstra and Telstra will process any existing disconnection orders that have been generated by Telstra or by a Retail Customer or Wholesale Customer in respect of the FTTB-Connected Premises, FTTN-Connected Premises or FTTC-Connected Premises.

#### (b) Order validation

Telstra will perform each validation and confirmation stage of either the Category A Porting Process or the Category C Porting Process (as applicable) in accordance with the LNP Code via Telstra's LNPCIS.

For the Category A Porting Process this includes (without limitation) each SNA validation, SNA confirmation/rejection advice, SNA retarget validation, SNA retarget confirmation/rejection advice, ECA validation and ECA confirmation/rejection advice.

For the Category C Porting Process this includes (without limitation) each CNA receipt advice, CNA validation, CNA confirmation/rejection advice, CNA withdrawal validation, CNA withdrawal confirmation/rejection advice, CCA receipt advice, CCA validation, CCA confirmation/rejection advice, CCA retarget receipt advice, CCA retarget validation, CCA retarget confirmation/rejection advice, CCA withdrawal validation and CCA withdrawal confirmation/rejection advice.

(c) Order Modification

Telstra will accept and process SNA retarget requests and SNA withdrawal requests submitted from a Gaining Carrier/CSP via Telstra's LNPCIS in accordance with the Category A Porting Process under the LNP Code.

Telstra will also accept and process a reversal of a porting request in accordance with the Category A Porting Process under the LNP Code. Where a customer rescinds or cancels an agreement in accordance with the applicable fair trading legislation during the relevant Reversal Period (as defined under the LNP code), Telstra will only accept and process a reversal initiated by the Gaining Carrier/CSP via LNPCIS.

Telstra will accept and process CCA retarget requests and CCA or CNA withdrawal requests at a batch level via Telstra's LNPCIS in accordance with the Category C Porting Process under the LNP Code.

In accordance with the LNP Code, Telstra will not accept a reversal of a porting request under the Category C Porting Process, instead the Gaining Carrier/CSP must use the Emergency Return process outlined in the LNP Code.

## 4.2 Order fulfilment

(a) Receiving orders in the OSS

Once an LNP request has been accepted and validated by Telstra in accordance with the LNP Code, Telstra creates disconnection orders via Telstra's LNPCIS for any services associated with the relevant telephone number (including any copper voice service (STS or WLR) or copper broadband service (retail copper broadband, Wholesale ADSL Layer 2 or LSS) with a Telstra Commitment Date (**TCD**) for disconnection equal to the ECA submission date (for Cat A) or CCA porting date (for Cat C) as applicable. LNPCIS then passes the disconnection orders directly into Telstra's OSS Platform (currently via AXIS).

AXIS deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (e.g. jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange.

(b) Prioritising and Processing Orders

Within the OSS, wholesale and retail disconnection orders are processed by the relevant systems based solely on the relevant TCD for disconnection.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control). Telstra will complete the port (including all relevant service disconnections) in accordance with the LNP Code.

Telstra will notify each Losing Wholesale Customer of the disconnection of the relevant WLR service, Wholesale ADSL Layer 2 Service or LSS in accordance with the LNP Code through the Wholesale Customer's daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system).

Telstra does not typically<sup>10</sup> notify a Losing Retail Customer of the disconnection of the relevant retail STS or retail copper broadband service (other than through its final Bill for the relevant service).

### **4.3 Cessation of Charging and Final Billing**

#### **(a) Cessation of charging**

Telstra will cease to charge a Retail Customer for an STS or a retail copper broadband service on and from the date of disconnection of the relevant service. If the date of disconnection is later than the TCD for any reason, Telstra will cease to charge the Retail Customer on and from the point at which the relevant retail order capture system notifies disconnection order completion to the relevant retail billing system.

Telstra will cease to charge a Wholesale Customer for a WLR service, a Wholesale ADSL Layer 2 Service or a LSS on and from the date of disconnection of the relevant service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for any reason, charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the access charges billed by Telstra reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and apply this credit to Wholesale Customers on a quarterly basis.

#### **(b) Final Billing**

Telstra will finalise and submit any final Bill to each relevant Retail Customer and/or Wholesale Customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## **5 Disconnection of a retail broadband service supplied over copper or a Wholesale ADSL Layer 2 Service in circumstances where a voice service using the same Copper Path is not disconnected.**

### **5.1 Order capture (including records check and order modification)**

#### **(a) Order Capture - Retail Copper Broadband Service Disconnection Order**

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<sup>10</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

Telstra will accept a disconnection order from a retail end user for a retail copper broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a Retail Customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (e.g. Moby / EMPTOR / STS / Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

Premises at which Telstra provides a retail copper broadband service to a Retail Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra and that notification (in the case of FTTN-Connected Premises or FTTB-Connected Premises) also may inform Telstra that the voice part of the relevant Copper Path has been retained, in which case, Telstra will generate a disconnection order for the retail copper broadband service and proceed with disconnection of the retail copper broadband service in accordance with section 8.

The Retail Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances.

- If the CRD is a Sunday or a public holiday (based on service location), the TCD will be the next day which is not a Sunday or a public holiday (based on service location).
- If the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, the TCD will be the next day which is not a Sunday or public holiday (based on service location), unless the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders.
- If the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer, the TCD will be the next day which is not a Sunday or a public holiday (based on service location) after the end of the minimum disconnection notice period.<sup>11</sup>

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<sup>11</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".



The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where Telstra sets a TCD for disconnection which is different to the customer's CRD for disconnection, the Retail Customer is informed of the TCD for disconnection (either over the telephone, in person or in writing depending on how the Retail Customer placed the disconnection order). If the TCD is not convenient for the Retail Customer, the Retail Customer can modify their disconnection order in accordance with the order modification process described below.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

(b) Order Capture – Wholesale ADSL Layer 2 Service Disconnection Order

Wholesale Customers accept disconnection orders from Wholesale Customer end users for a Wholesale ADSL Layer 2 Service in a variety of forms and through a variety of originating processes.

The order is typically handled by a customer service representative who will directly manually key the order into an order capture system within the Wholesale Customer's BSS and conduct a records check to verify the customer's identity, confirm the customer record exists in the Wholesale Customer's CDBOR and that the person contacting the Wholesale Customer is authorised to disconnect the service.

Telstra will accept a disconnection order for a **Wholesale ADSL Layer 2 Service** from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes. Telstra currently receives substantially most of disconnection orders from Wholesale Customers through these B2B systems.

Where a Wholesale Customer is unable to, or chooses not to, interface with LOLO or LOLIG, Telstra will accept a disconnection order for a Wholesale ADSL Layer 2 Service via Telstra's wholesale customer service representatives.

In addition, if a Wholesale ADSL Layer 2 Service disconnection order is received from a Wholesale Customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

Premises at which Telstra provides a Wholesale ADSL Layer 2 Service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra and that notification (in the case of FTTN-Connected Premises or FTTB-Connected Premises) also may inform Telstra that the voice part of the relevant Copper Path has been retained, in which case,



Telstra will generate a disconnection order for the Wholesale ADSL Layer 2 Service and proceed with disconnection of the Wholesale ADSL Layer 2 Service in accordance with section 8.

The Wholesale Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>12</sup>

The circumstances in which Telstra will not meet the customer's CRD for disconnection are substantially the same as between retail and wholesale.

Where a Wholesale Customer nominates a CRD which Telstra is unable to meet, the Wholesale Customer is informed (either through Telstra's wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the Wholesale Customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the Wholesale Customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

(c) Order validation - Retail Copper Broadband Service Disconnection Order

The disconnection order is validated by a combination of retail BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfilment. These rules of validation are a service qualification check to determine whether a commitment is required and, if so, to ensure that a CRD has been nominated and a TCD has been scheduled. This also tests that the CRD is not prior to the date of application (i.e. it has not already passed).

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<sup>12</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(d) Order validation - Wholesale ADSL Layer 2 Disconnection Order

For disconnections, the Wholesale Customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that FNN is owned by the submitting Wholesale Customer, and the CRD is no more than 30 calendar days in the future.

Once the disconnection order is validated, it flows into Telstra's OSS (currently via an interface to the AXIS system).

(e) Order Modification - Retail Copper Broadband Service Disconnection Order

A Retail Customer can modify its retail copper broadband service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept an order modification request from a Retail Customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a Retail Customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (e.g. Moby / EMPTOR / STS / Siebel) which comprises part of the retail BSS.

(f) Order Modification – Wholesale ADSL Layer 2 Disconnection Order

A Wholesale Customer can modify its Wholesale ADSL Layer 2 Service disconnection order at any time prior to the point at which the OSS Activation Manager (currently XDM) executes the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a Wholesale ADSL Layer 2 disconnection request from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).<sup>13</sup>

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<sup>13</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

A Wholesale Customer can modify its DSL disconnection order via LOLO or LOLIG at any date prior to the TCD.

## 5.2 Order fulfilment

### (a) Receiving orders in the OSS

Once a disconnection order is captured and validated in the relevant BSS it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

Network tasks to be completed are delegated by *AXIS* to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within the network.

### (b) Prioritising and Processing Orders

Once wholesale and retail disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a wholesale disconnection, Telstra will notify the relevant Wholesale Customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system).

Telstra does not typically<sup>14</sup> notify the relevant Retail Customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

## 5.3 Cessation of charging and Final Billing

### (a) Cessation of Charging

Telstra will discontinue charging a Retail Customer on and from the date of disconnection of the retail copper broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the retail order capture system notifies order completion to the relevant retail billing system.

Telstra's Retail Business Units and Global Enterprise and Services Business Units will apply business rules to manually credit customers in the event that the TCD for disconnection are set at the end of a contractually agreed minimum notice period for service cancellation, but disconnection actually occurs after the TCD for some reason.

Telstra will discontinue charging a Wholesale Customer on and from the date of disconnection of the Wholesale ADSL Layer 2 Service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system.

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<sup>14</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the Wholesale ADSL Layer 2 access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to Wholesale Customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the Retail Customer or Wholesale Customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 6 Disconnection of a wholesale ULL service.

### 6.1 Order capture (including records check and order modification)

(a) Order Capture

Telstra will accept a disconnection order for a wholesale ULL Service from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes ULLCIS). Wholesale Customers can currently submit up to 4 files per day via FTP into ULLCIS.

Where a Wholesale Customer is unable to, or chooses not to, interface with ULLCIS), Telstra will accept a disconnection order for a wholesale ULL Service via Telstra's wholesale customer service representatives.

In addition, if a ULL Service disconnection order is received from a Wholesale Customer via Telstra's wholesale BSS layer and ULLCIS fails to submit the order into the OSS for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

Premises at which Telstra provides a wholesale ULL service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra, in which case, Telstra will generate a disconnection order and proceed with disconnection of the wholesale ULL service in accordance with section 8. If NBN Co notifies Telstra in the Daily Migration File that the voiceband part of the relevant Copper Path has been retained in respect of an FTTN-Connected Premises or an FTTB-Connected Premises, then, if the Wholesale Customer for the wholesale ULL service has entered in an arrangement for Telstra to supply voiceband services under CRA167b, Telstra will not disconnect the wholesale ULL service. Instead, Telstra will notify the Wholesale Customer that NBN Co has completed its jumphering activities, and the remaining voiceband service will be supplied to the Wholesale Customer by Telstra in accordance with the terms of CRA167b from the date of the NBN Co jumphering.

The Wholesale Customer can currently choose between a same day disconnection or a pending disconnection (**Customer Requested Date** or **CRD**). If the Wholesale Customer chooses a pending disconnection, it currently means that the customer has elected for the disconnection to take place 5 business days after the

order is placed. Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

(b) Order validation

Telstra confirms its receipt of a ULL disconnection order to the relevant Wholesale Customer via ULLCIS.

The only validation performed is to confirm whether the service for the wholesale ULL service number submitted by the Wholesale Customer as part of its order is supplied to the submitting Wholesale Customer and that the customer has either selected a same day (immediate) disconnection order or a pending disconnection order.

If the disconnection order is not valid, Telstra sends a rejection advice to the relevant Wholesale Customer via ULLCIS.

(c) Order Modification

Same day ULL disconnection orders cannot be modified or withdrawn. Pending ULL disconnection orders can be withdrawn at any date prior to the TCD but cannot otherwise be modified.

Telstra will accept a pending ULL disconnection order withdrawal request via Telstra's wholesale BSS layer (which currently includes ULLCIS) at any time prior to the point at which the order passed from Telstra's wholesale BSS layer (which currently includes ULLCIS) to Telstra's OSS (currently via AXIS).

## 6.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured and validated it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

*AXIS* then delegates the tasks required to be completed at an exchange to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

Telstra will recover the ULL jumper at the exchange at a time that is efficient for Telstra, this may be several days later than the TCD.

(b) Prioritising and Processing Orders

Once ULL disconnection orders enter the OSS, they are processed by the relevant systems based solely on the relevant TCD for disconnection.

Following completion of a ULL disconnection, Telstra will notify the relevant Wholesale Customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system).

### 6.3 Cessation of charging and Final Billing

#### (a) Cessation of Charging

Telstra will discontinue charging a Wholesale Customer on and from the date of disconnection of the wholesale ULL Service. If the date of disconnection (excluding any manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the ULL access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to Wholesale Customers on a quarterly basis.

#### (b) Final Billing

Telstra will finalise and submit any final Bill to the Wholesale Customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## 7 Disconnection of a wholesale LSS.

### 7.1 Order capture (including records check and order modification)

#### (a) Order Capture

Telstra will accept a disconnection order for a LSS from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)). Telstra's wholesale BSS layer is highly automated and provides system to system level delivery of service orders into Telstra's OSS with capacity to handle high order volumes.<sup>15</sup>

Where a Wholesale Customer is unable to, or chooses not to, interface with LOLO or LOLIG), Telstra will accept a disconnection order for a LSS via Telstra's wholesale customer service representatives.

In addition, if a LSS disconnection order is received from a Wholesale Customer via Telstra's wholesale BSS layer and the LOLO or LOLIG interface otherwise fails to submit the order for any reason, the order will proceed down a manual path and be processed by Telstra's wholesale customer service representatives.

Where a disconnection order is processed manually by a wholesale customer service representative, the wholesale customer service representative enters the

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<sup>15</sup> Telstra has given enforceable commitments in relation to the service availability of those BSS systems available to Wholesale Customers to access LOLO and LOLIG, either through a B2B interface or the Wholesale Portal, in clause 12 of the Undertaking.

disconnection order data directly into Telstra's OSS (currently via an interface to the AXIS system comprising part of the OSS).

Premises at which Telstra provides a wholesale LSS service to a Wholesale Customer may be included as an FTTN-Connected Premises, FTTB-Connected Premises or FTTC-Connected Premises in a Daily Migration File provided by NBN Co to Telstra. That notification may, in respect of an FTTN-Connected Premises or FTTB-Connected Premises inform Telstra that the voiceband part of the Copper Path has been retained, in which case, Telstra will generate a disconnection order and proceed with disconnection of the wholesale LSS service in accordance with section 8.

The Wholesale Customer can nominate the day and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date or CRD**).

Telstra's Wholesale Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

Telstra will set a Telstra Commitment Date (**TCD**) for disconnection for the purposes of the internal work flow orders that are passed to the OSS which is the same as the CRD except in the following circumstances:

- if the CRD is before the expiry of the 3 day minimum lead time;
- if the CRD is a Sunday or a public holiday (based on service location);
- if the CRD is the date on which the disconnection order is received by Telstra and the order is received later than 5:00 pm (local time based on service location) on that day, unless the order is processed directly through the LOLO or LOLIG interface and the relevant exchange calendar is open at the time the order is created. Where an exchange calendar is open, it is open for both wholesale and retail disconnection orders; or
- if the CRD is before the end of any minimum disconnection notice period contractually agreed between Telstra and the customer.<sup>16</sup>

Where a Wholesale Customer nominates a CRD which Telstra is unable to meet, the Wholesale Customer is informed (either through Telstra's wholesale BSS Layer or via Telstra's wholesale customer service representatives depending on how the Wholesale Customer placed the disconnection order) and prompted to nominate an alternative CRD. Telstra will not set a TCD for disconnection until the Wholesale Customer nominates an alternative CRD which Telstra can meet.

Telstra will process the disconnection order in accordance with the TCD for disconnection in all but exceptional circumstances (e.g. system failures or events beyond Telstra's reasonable control).

#### (b) Order validation

For disconnections, the Wholesale Customer submits a FNN and a CRD for disconnection, and validation is required to establish whether the service for that

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<sup>16</sup> Some of Telstra's contractual arrangements with customers contain minimum notice periods for service cancellation. For example, "the customer may cancel a service under this agreement by giving Telstra 30 days' written notice".

FNN is owned by the submitting Wholesale Customer, and the CRD is no more than 30 calendar days in the future.

(c) Order Modification

A Wholesale Customer can modify its wholesale LSS disconnection order at any time prior to the point at which the order completes in the OSS. Modifications may include withdrawing the disconnection order or changing the CRD for the order which, in accordance with the rules above, will translate to a new TCD for disconnection.

Telstra will accept a disconnection order modification request via Telstra's wholesale front of house (the Wholesale Service Centre). In the Wholesale Service Centre the order modification is handled by a customer service representative who will directly manually key the order modification into Telstra's OSS (currently via an interface to the AXIS system).

In addition, Telstra will accept a wholesale LSS disconnection modification from a Wholesale Customer via Telstra's wholesale BSS layer (which currently includes LinxOnline Ordering (**LOLO**) and the newer B2B-enabled LinxOnline Interaction Gateway (**LOLIG**)).

A Wholesale Customer can modify its LSS disconnection order via LOLO or LOLIG at any date prior to the TCD.

## 7.2 Order fulfilment

(a) Receiving orders in the OSS

Once a disconnection order is captured it is passed to a system within the OSS (currently *AXIS*) which deconstructs and orchestrates the various order components, determining the network-related and other manual tasks required to complete the order. The various task components are then delivered to another system within the OSS (currently *NPAMS*), which performs automatic and manual network plant assignment tasks and confirms completion back to *AXIS*.

If any tasks are required to be completed at an exchange (e.g. jumper removal), *AXIS* delegates those tasks to a separate system (currently 'Service Order Manager Back End' (*SOMBE*)). *SOMBE* determines and manages those tasks necessary within an exchange. *SOMBE* also deconstructs the order components further and initiates the systems responsible for creating manual work orders (currently *CONNECT*).

(b) Prioritising and Processing Orders

Once wholesale LSS disconnection orders enter the OSS, they are processed by the relevant systems solely based on the relevant TCD for disconnection.

Following completion of a wholesale LSS disconnection, Telstra will notify the relevant Wholesale Customer through its daily event file supplied through Telstra's eBill system (or through its monthly invoice in the exceptional circumstance that the Wholesale Customer does not use Telstra's eBill system). This is the notification referred to in clause 12.2.

## 7.3 Cessation of charging and Final Billing

(a) Cessation of Charging



Telstra will discontinue charging a Wholesale Customer on and from the date of disconnection of the wholesale LSS. If the date of disconnection (excluding manual exchange work) is later than the TCD for disconnection for any reason charges will apply until the disconnection order completion is notified to the relevant wholesale billing system. However, Telstra's Wholesale Business Unit will apply business rules to manually credit the Wholesale Customer for the proportion of the wholesale LSS access charges reflecting the period between the date of disconnection and the TCD for disconnection (calculated on a pro rata basis). Telstra will calculate and pay this credit to Wholesale Customers on a quarterly basis.

(b) Final Billing

Telstra will finalise and submit any final Bill to the Wholesale Customer in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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## **8 Deemed Disconnection Orders for FTTC-Connected Premises, FTTB-Connected Premises or FTTN-Connected Premises.**

(a) Notification by NBN Co

Where the Access Technology which NBN Co will use to make a Premises NBN Serviceable is either FTTC, FTTB or FTTN, NBN Co may use existing Copper Network infrastructure over which Telstra supplies Copper Services to a Retail Customer or a Wholesale Customer at that Premises. Accordingly, clauses 9.1(vi), 9.1(vii), 9.3(c) and 9.3(d) of the Migration Plan provide for the disconnection of the retail service or the Wholesale Service supplied over the relevant Copper Path that uses the same Copper Network Infrastructure (or where relevant the retail services or Wholesale Services provided over the non-voice-band part of the Copper Path) without the need for an order from the relevant Retail Customer or Wholesale Customer.

(b) Information received by Telstra and validation by Telstra

Telstra will receive information on each of the FTTC-Connected Premises, FTTN-Connected Premises and FTTB-Connected Premises in Daily Migration Files from NBN Co. Each of the FTTC-Connected Premises, FTTN-Connected Premises and FTTB-Connected Premises set out in the Daily Migration File<sup>17</sup> received by Telstra from NBN Co will be validated by Telstra based on the NBN order type associated with those Premises (i.e. in the case of FTTN-Connected Premises and FTTB-Connected Premises, whether voiceband pass through or no voiceband pass through) and on the current status of the service (i.e. whether the service is still active, inactive or pending port out). In the case of FTTN-Connected Premises and FTTB-Connected Premises, NBN Co will also specify whether the voiceband on such Copper Paths has been jumpered back to the Telstra Network so as to allow

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<sup>17</sup> For the purposes of this Schedule 1, "Daily Migration File" means the file of information provided by NBN Co to Telstra on a daily basis which includes information allowing the identification of the FTTN-Connected Premises and FTTB-Connected Premises at which NBN Co has completed jumpering work on Copper Lines or Copper Sub-loops connecting those Premises and the identification of the FTTC-Connected Premises at which an NBN order has been completed, since the last Daily Migration File provided to Telstra or which were not included in previous Daily Migration Files.

voice services to continue to be provided by Telstra to the Retail Customer or Wholesale Customer.

(c) Generation of disconnection orders

Once the NBN Co Daily Migration File in respect of an FTTC-Connected Premises, FTTN-Connected Premises or an FTTB-Connected Premises is validated, Telstra will generate a disconnection order for the retail service(s) or the Wholesale Service(s) which are provided over the relevant Copper Path (or, in the case of FTTN-Connected Premises and FTTB-Connected Premises, the non voiceband part of the Copper Path where NBN Co has notified Telstra that the voiceband remains connected to the Telstra Network). Telstra will not disconnect a ULL service supplied to an FTTN-Connected Premises or an FTTB-Connected Premises where the Daily Migration File provided to Telstra by NBN Co indicates that the NBN order type involves voiceband pass through provided that the Wholesale Customer has entered into an arrangement for Telstra to supply voiceband services under CRA167b (in which case the service will continue to be supplied subject to the limitation in CRA-167b that the non-voiceband part of the service will not be available as a result of the NBN Co jumpering). It should be noted that the retail provider of the voiceband service may separately decide to disconnect that service, if for example, their contract with the end user does not provide for the supply of a stand-alone voice service.

If, during the validation process for a Daily Migration File, Telstra identifies that there is an existing Retail Order or Wholesale Order in respect of an FTTC-Connected Premises, FTTN-Connected Premises or an FTTB-Connected Premises in that Daily Migration File, Telstra will:

- (i) where the relevant existing Order is or involves using a port order, not generate a disconnection order until the earliest of:
  - (A) the date the relevant existing Retail Order or Wholesale Order is withdrawn or otherwise resolved in accordance with Telstra's business as usual processes; or
  - (B) 5 Business Days after the date on which Telstra received the Daily Migration File from NBN Co in respect of that service; and
- (ii) where the relevant existing order is an order for disconnection, continue to process that order in accordance with Telstra's business as usual processes.

Once the existing Retail Order or Wholesale Order has been completed, withdrawn by the Telstra customer or otherwise resolved in accordance with Telstra's business as usual processes, Telstra will (if the relevant Copper Service remains connected) finalise the pending disconnection order associated with the Daily Migration File in accordance with the processes set out below. If the existing order is not completed, withdrawn or otherwise resolved at the time when Telstra is otherwise required to complete the disconnection of the relevant services under clause 15.1A or 15.1 of the Migration Plan (as applicable), Telstra will proceed to disconnect the relevant Copper Services in accordance with the processes set out in clause 15.1A or 15.1 of the Migration Plan (as applicable).

(d) Order fulfilment

The Telstra generated disconnection order flows into Telstra's OSS (currently via an interface to the AXIS system) and from the point the Telstra generated

disconnection order enters the OSS, it follows the same order fulfilment and cessation of billing and final processes which apply to disconnection orders for the same type of service which are lodged by a Retail Customer or a Wholesale Customer, except that:

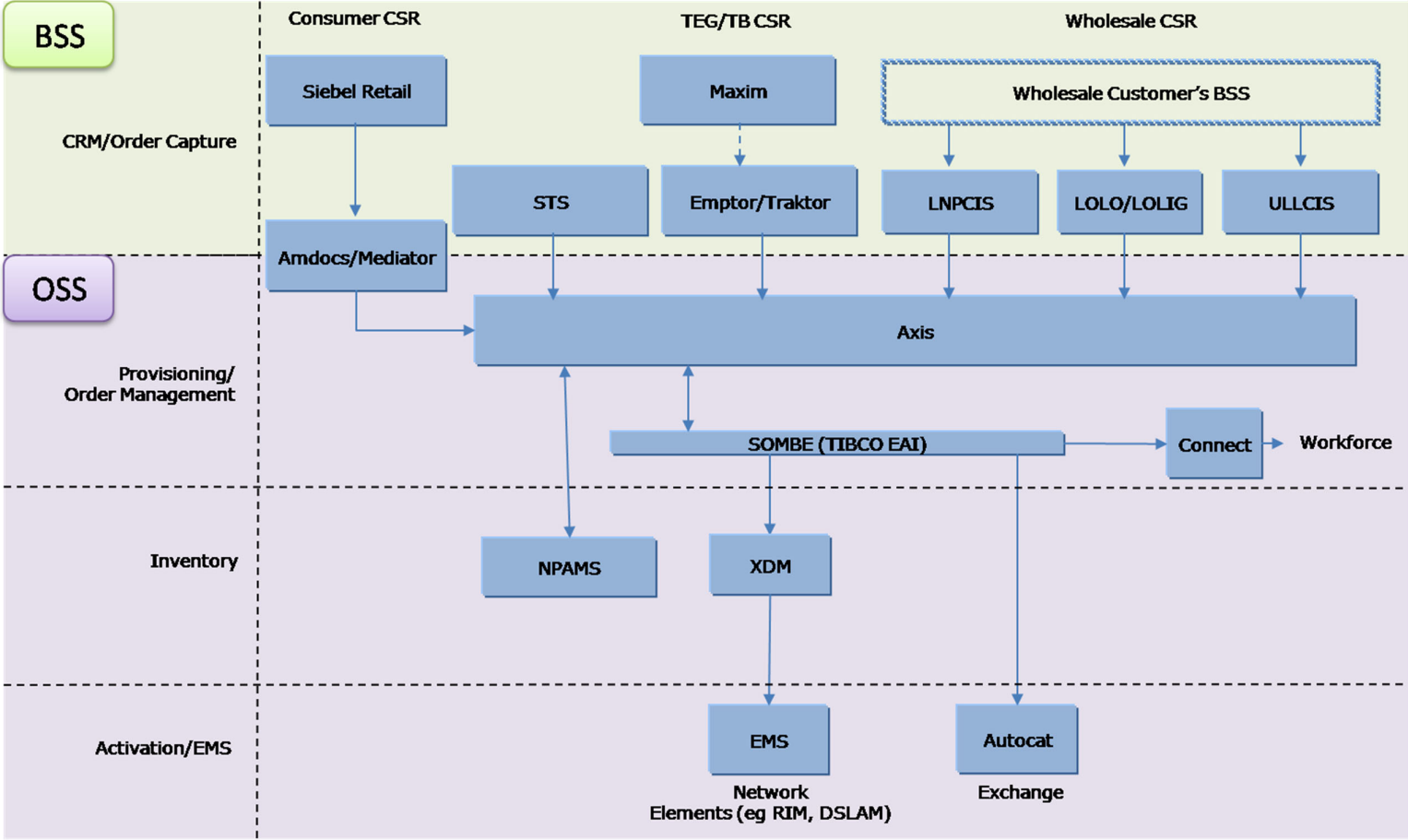
- (i) if Telstra has received an LNP Request in respect of the relevant retail voice service or wholesale voice service being disconnected, Telstra will not disconnect that service until the earlier of:
  - (A) the date the LNP Request has been completed, withdrawn or otherwise resolved in accordance with Telstra's business as usual processes; or
  - (B) 5 Business Days after the date on which Telstra received the Daily Migration File applicable to that voice service,<sup>18</sup>  
  
in accordance with the processes set out in paragraph 4.1 of this Schedule 1;
- (ii) in the case of FTTN-Connected Premises and FTTB-Connected Premises, where a Wholesale Customer with a wholesale ULL Service has entered in an arrangement for Telstra to supply voiceband services under CRA167b and the Daily Migration File provided by NBN Co indicates that the NBN order type involves voiceband pass through, in which case the relevant Wholesale Customer will only be notified that the jumpering activity has occurred and Telstra will be treated as supplying the service in accordance with the terms of CRA167b from the date of the jumpering by NBN Co.

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<sup>18</sup> "Daily Migration File" has the meaning given to that term in section 8(b).

The following is an illustrative representation of the current IT systems used by Telstra for the processes described in this document. This diagram is provided for illustrative purposes only and should not be used as a basis for interpreting, construing or extrapolating the intended meaning of any statement in this document.

### Current State for Copper Network IT Systems



## Schedule 2 Telstra existing standard processes for disconnection of HFC Services

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### 1 Disconnection of a HFC broadband service

#### 1.1 Order capture (including records check and order modification)

##### (a) Order Capture

Telstra will accept a disconnection order for a HFC broadband service in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels.

For simple disconnection orders, the order is typically handled by a customer service representative who will directly manually key the order into the appropriate order capture system within Telstra's retail BSS (e.g. Siebel) and conduct a records check to verify the customer's identity, confirm the customer record exists in the CDBOR and that the person contacting Telstra is authorised to disconnect the service.

The retail customer can nominate the day (excluding Sundays and public holidays based on service location) and time (morning or afternoon) on which they would like the disconnection to take effect (**Customer Requested Date** or **CRD**).

Telstra's consumer Retail Business Unit has set an additional business rule for their customers that limits the CRD up to a maximum of 30 calendar days after the disconnection order is received by Telstra.

##### (b) Order Validation

The disconnection order is validated by a combination of BSS system enforced rules and Telstra retail business processes prior to being submitted to OSS for fulfillment.

##### (c) Order Modification

A retail customer can modify its HFC broadband service disconnection order at any time prior to the point at which the OSS Order Manager (currently BigPond Ring Fence) requests the disconnection tasks in the network. Modifications may include withdrawing the disconnection order or changing the customer requested date for the order.

Telstra will accept an order modification request from a retail customer in a variety of forms and through a variety of originating processes through which the Telstra Retail Business Units deal with their customers (including by different customer segment). For example, a retail customer may currently contact Telstra by telephone, in person or via correspondence either directly or via one of Telstra's indirect retail sales channels. The order modification is typically handled by a customer service representative who will directly manually key the order modification into the appropriate order capture system (e.g. Siebel).

#### 1.2 Order fulfilment

##### (a) Receiving orders in the OSS

Once a disconnection order is captured it is passed to a system within the OSS (currently BigPond Ring Fence) which deconstructs and orchestrates the various order components, determining the network-related tasks required to complete the order.

(b) Prioritising and Processing Orders

Within the OSS disconnection orders are processed by the relevant systems based solely on the customer requested date for disconnection.

Telstra does not typically<sup>19</sup> notify the relevant retail customer following completion of a retail disconnection (other than through its final Bill for the relevant service).

**1.3 Cessation of Charging and Final Billing**

(a) Cessation of Charging

Telstra will discontinue charging a retail customer on and from the date of disconnection of the HFC broadband service. If the date of disconnection is later than the TCD for disconnection for any reason charges will apply until the relevant retail order capture system notifies order completion to the relevant retail billing system.

(b) Final Billing

Telstra will finalise and submit any final Bill to the retail customer for the HFC broadband service in accordance with the billing arrangements contractually agreed between Telstra and that customer.

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<sup>19</sup> Telstra has individualised customer notification processes with some of its larger account managed customers.

## Schedule 3 Principles for Managed Disconnection immediately following the Disconnection Date

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### Required Measure 2 – Process for Managed Disconnection of Copper Services from the Disconnection Date

#### 1 Background

This Required Measure 2 sets out the process Telstra will use following the Disconnection Date to disconnect remaining retail and wholesale Copper Services within the Fixed Line Footprint, except for certain categories of services specified in the Varied Plan.

Much of the process of this Required Measure is unchanged. However, the new approach provides an improved migration experience for customers who place an order for an NBN service late in the migration window, including a final opportunity to place their NBN order within a limited timeframe after the Disconnection Date, and prior to the disconnection of their services from Telstra's legacy networks.

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#### 2 Application

For clarity this Required Measure 2 applies to disconnection of services from the Copper Network only.

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### 3 Communication with Wholesale Customers prior to Disconnection Date

#### 3.1 Preliminary Disconnection List notified to Wholesale Customers

- (a) Where Telstra continues to supply Copper Services to a Wholesale Customer at Premises in a Rollout Region four months before the Disconnection Date for that Rollout Region, Telstra will not less than three months before the Disconnection Date, notify that Wholesale Customer of those relevant Premises which Telstra expects to be subject to Managed Disconnection (**Preliminary Disconnection List**), irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the Preliminary Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Telstra's Retail Business Unit.

#### 3.2 Dispute process

- (a) Within 20 Business Days of Telstra providing it with a Preliminary Disconnection List, a Wholesale Customer may notify Telstra of any Premises or services on the Preliminary Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection by virtue of or due to:
  - (i) the Wholesale Customer having previously certified that services which it supplies at the relevant Premises are Special Service Inputs;
  - (ii) the services acquired by the Wholesale Customer from Telstra in respect of the relevant Premises being Direct Special Services; or

- (iii) a data error in respect of the service information associated with a Premises on the Preliminary Disconnection List.
- (b) The Wholesale Customer may not raise a dispute in respect of Premises on the Preliminary Disconnection List on any basis other than as set out in subparagraph (a) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under section 3.2(a) within 10 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the Final Disconnection List for that Rollout Region.
- (d) If Telstra does not agree to reflect the change in the Final Disconnection List, as requested, the parties will use reasonable endeavours to resolve the issue as to whether Special Services or Special Service Inputs have been (as certified by the Wholesale Customer) supplied at the Premises.
- (e) If the parties have failed to agree on the categorisation of services supplied at the relevant Premises by a date which is 15 Business Days after the dispute was notified to Telstra or if Telstra has failed to respond to the Wholesale Customer within 10 Business Days of receiving notice of the dispute (or as extended by agreement with the Wholesale Customer), either party may refer the matter to the Adjudicator. The Adjudicator will be requested to provide its decision within 5 Business Days from the date of referral.
- (f) If the parties (or the Adjudicator) have failed to resolve a dispute as to whether a Premises is to be included in the Final Disconnection List by the date which is 15 Business Days before the Disconnection Date for a Rollout Region, then Telstra is permitted to include the disputed Premises in the Final Disconnection List for that Rollout Region.

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## 4 Commencement of Managed Disconnection

### 4.1 Final Disconnection List

- (a) As Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) have In-Train Orders,

Telstra will update its NBN Transition Tool database (**NTT**).
- (b) Telstra Operations will, using NTT, create a list specifying all of the Copper Services that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the Disconnection Date for each Rollout Region (the **Premises Address List**).
- (c) Following creation, the Premises Address List will then have the following Premises and Copper Services removed (which are disconnected in accordance with sections 6 and 7 below):
  - (i) any Premises notified to Telstra by NBN Co as being an In-Train Order Premises;



- (ii) Special Services (being Direct Special Services and Special Service Inputs within SS Classes for which a Disconnection Date has not yet occurred or supplied to a Changed Technology SS Premises or Delayed Notification SS Premises as well as Contracted Special Services and Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Varied Plan);
- (iii) any Added Premises where the disconnection date for those Premises has been extended beyond the Disconnection Date for the Rollout Region;
- (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises;

and will be the **Final Disconnection List** for each Rollout Region.

- (d) For clarity, MDU Common Areas will not be included in the Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises in a Rollout Region is an MDU Common Area.
- (e) Premises that are notified to Telstra by NBN Co by the Disconnection Date as having a Copper Service that is being used to supply a fire alarm or lift phone service and are registered with NBN Co will remain on the Final Disconnection List to proceed with the disconnection of other services eligible for disconnection at the Premises. However, if clause 15.5 of the Varied Plan applies to the Premises, Telstra will notify Telstra's Retail Business Units and Wholesale Customers of these fire alarm and lift phone services and flag such Premises in Telstra's systems as exempt from disconnection for the relevant period specified in clause 15.5 of the Varied Plan.

#### **4.2 Final Notifications for Wholesale Customers after the Disconnection Date**

- (a) As soon as practicable after the Disconnection Date for each Rollout Region and, in any event by no later than 5 Business Days after the Disconnection Date, Telstra Operations will provide the Final Disconnection List to Telstra Wholesale.
- (b) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the Primary Disconnection Window for that Rollout Region.
- (c) Notification of the Final Disconnection List to Wholesale Customers will occur at the same time as, or before, any notification of the Final Disconnection List to a Telstra Retail Business Unit.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

#### **4.3 Soft Dial Tone**

- (a) Telstra will apply a Soft Dial Tone service to each active Retail Line Rental or Wholesale Line Rental service at a Premises on the Final Disconnection List (other than an Affected Premises or service identified in section 4.1(e), where practicable, within 15 Business Days after the Disconnection Date for the Rollout Region,

except where Telstra has become aware that an order for a NBN service has been placed at that Premises. Telstra may become aware of such an order in accordance with paragraph (d) below.

- (b) For clarification, a Soft Dial Tone service will only be applied to active Retail Line Rental or Wholesale Line Rental services where practicable. Telstra cannot and therefore will not enable Soft Dial Tone where the service supplied by Telstra is a ULL Service.
- (c) If Telstra is notified on or before the date that is 26 Business Days after the Disconnection Date that an order for an NBN Service has been received by NBN Co to a Premises in a Rollout Region that has had a Soft Dial Service applied in accordance with section 4.3(a) above, Telstra will remove the Soft Dial Tone and reactivate the service.
- (d) Telstra may become aware of an order having been placed for a NBN Service at a Premises in the following ways:
  - (i) by being informed by NBN Co directly to the NBN Interface Group (being the group established within Telstra with principal responsibility for liaising with NBN Co in respect of the transfer of information); or
  - (ii) by being informed by either a Retail Customer or a Wholesale Customer; or
  - (iii) when Telstra becomes aware of the NBN Connection through its own migration of a Retail or Wholesale Customer to the NBN.
- (e) Telstra's Retail and Wholesale customers will not be provided with notification of the removal of Soft Dial Tone under this section.

#### **4.4 Disconnection of Premises where Telstra is notified customers do not intend to migrate**

If Telstra receives notification from a Retail Customer or a Wholesale Customer (via business as usual processes) that the end user does not intend to Migrate any of the Copper Services at the Premises, and the Premises is not an In-Train Order Premises, Telstra may disconnect the Premises at any time after Disconnection Date and may not apply a Soft Dial Tone to any of the Copper Services at the Premises.

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## **5 Managed Disconnection of Premises**

### **5.1 Updated Final Disconnection List**

- (a) Telstra is notified by NBN Co:
  - (i) on the date that is 26 Business Days after the Disconnection Date of additional In-Train Order Premises;
  - (ii) progressively during the period from the Disconnection Date through to the date that is 25 Business Days after the Disconnection Date of additional MDU Common Areas; and
  - (iii) progressively during the period from the Disconnection Date through to the date that is 25 Business Days after the Disconnection Date of additional locations which have Copper Services that have been registered with NBN Co as being used to supply fire alarm or lift

phone services at a Premises within a Rollout Region which has a Disconnection Date on or before 31 December 2017,

which have been identified by NBN Co from the Disconnection Date through to the date that is 25 Business Days after the Disconnection Date.

- (b) Upon receiving from NBN Co the Premises and Services listed in paragraph (a) above, Telstra will upload the list into its NTT.
- (c) As soon as reasonably practicable from the date that is 26 Business Days after the Disconnection Date, Telstra Operations will, using NTT, update the Premises Address List for each Rollout Region. Telstra will update the Premise Address List to create the **Updated Final Disconnection List** by removing;
  - (i) any additional Premises notified to Telstra by NBN Co under paragraph (a)(i) and (a)(ii) above; and
  - (ii) any other Premises and Copper Services listed in section 4.1(c)(ii)-(iv) as at the date that is 25 Business Days after the Disconnection Date

The Updated Final Disconnection List is provided to Telstra Wholesale and to Telstra's Retail Business Unit for each Rollout Region.

- (d) Premises that are notified to Telstra by NBN Co by the date that is 25 Business Days after the Disconnection Date as having a Copper Service that is being used to supply a fire alarm or lift phone service and are registered with NBN Co, will remain on the Updated Final Disconnection List. However, if clause 15.5 of the Varied Plan applies to the Premises, Telstra will notify a Telstra Retail Business Unit and Wholesale Customers of these fire alarm and lift phone services and flag the Premises in Telstra's systems as exempt from disconnection for the relevant period specified in clause 15.5 of the Varied Plan.
- (e) Telstra will notify Wholesale Customers of the Updated Final Disconnection List as soon as reasonably practicable after the date that is 26 Business Days from the Disconnection Date. This will occur at the same time as, or before, any notification of the Updated Final Disconnection List to a Telstra Retail Business Unit.
- (f) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

## 5.2 **Managed Disconnection and permanent disconnection During the Primary Disconnection Window**

- (a) For the purposes of this Required Measure, the **Primary Disconnection Window** refers to the period on and from 26 Business Days after the Disconnection Date up to and including the date that is 55 Business Days after the Disconnection Date.
- (b) Telstra will disconnect:
  - (i) all Copper Services that are required to be disconnected as set out in the Updated Final Disconnection List during the Primary Disconnection Window; and
  - (ii) all other Copper Services in accordance with the specific disconnection arrangements set out in sections 6 and 7 below.
- (c) Disconnections during the Primary Disconnection Window will occur in two phases:

- (i) Managed Disconnection of the service (described in this Required Measure 2 as service disconnection) in accordance with section 5.3; followed by,
- (ii) permanent disconnection.

The process involved in each phase is described below.

### 5.3 Service disconnection

- (a) Upon receiving the Updated Final Disconnection List from Telstra Operations (in accordance with section 5.1 above), Telstra will commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale customer by the date that is 30 Business Days after the Disconnection Date and where practicable, complete disconnection of these services by the date that is 35 Business Days after the Disconnection Date (“**Service Disconnection Phase**”).
- (b) Telstra Wholesale and Telstra Retail Business Units carry out the Service Disconnection Phase in order to prepare all relevant Copper Services (those that appear on the Updated Final Disconnection List) for permanent disconnection for example by:
  - (i) rejecting and removing all pending orders from Telstra’s systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra’s provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

### 5.4 Permanent disconnection

- (a) After the Service Disconnection Phase and up until the end of the Primary Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra’s systems for all Copper Services that appear on the Updated Final Disconnection List.
- (b) Permanent disconnection of all Copper Services appearing on the Updated Final Disconnection List will occur regardless of activities completed during the preceding Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Premises on the Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Premises within the Primary Disconnection Window.
- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard as to whether the Copper Service is supplied to a customer of a Telstra Retail Business Unit or a Telstra Wholesale Business Unit.
- (e) Telstra will monitor each Rollout Region to ensure that all Copper Services on the Updated Final Disconnection List (except for those Services identified in section 5.1(a)(iii) are permanently disconnected by the end of the Primary Disconnection Window for that Rollout Region.

- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Copper Service(s) are permanently disconnected.

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## 6 Disconnection of In-Train Order Premises

### 6.1 Disconnection arrangements for all In-Train Order Premises

- (a) Premises the subject of a notification by NBN Co to Telstra as having an In-Train Order will not be disconnected by Telstra during the Primary Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit.
- (b) NBN Co will notify Telstra on the Disconnection Date and again on the date that is 26 Business Days after the Disconnection Date of all In-Train Order Premises in a Rollout Region. Telstra will generate a report from NTT that identifies all In-Train Order Premises for a Rollout Region.

### 6.2 Disconnection arrangements for Phase 1 ITO Premises

In respect of Phase 1 ITO Premises in a Rollout Region with a Disconnection Date between 1 January 2016 and 30 June 2022 (both dates inclusive), Telstra will:

- (a) monitor the In-Train Order report for each Rollout Region for a period of 60 Business Days after the Disconnection Date;
- (b) disconnect Copper Services at each Premises at any time up to and including the date that is 90 Business Days after the Disconnection Date in response to a standard disconnection order placed by the customer;
- (c) disconnect all remaining Copper Services supplied to each Premises from the date that is 90 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 95 Business Days after the Disconnection Date; and
- (d) perform permanent disconnection of each Premises as soon as reasonably practicable after the date which is 95 Business Days after the Disconnection Date.

### 6.3 Disconnection arrangements for Phase 2 ITO Premises

In respect of Phase 2 ITO Premises in a Rollout Region with a Disconnection Date between 1 January 2016 and 30 June 2022 (both dates inclusive), Telstra will:

- (a) monitor the In-Train Order report for each Rollout Region for a period of 120 Business Days after the Disconnection Date;
- (b) disconnect Copper Services at each Premises at any time up to the date that is 150 Business Days after the Disconnection Date in response to a standard disconnection order placed by the customer;
- (c) disconnect all remaining Copper Services supplied to each Premises from the date that is 150 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 155 Business Days after the Disconnection Date; and

- (d) perform permanent disconnection of each Premises as soon as is reasonably practicable after the date that is 155 Business Days after the Disconnection Date.

#### **6.4 Disconnection arrangements for In-Train Order Premises in Rollout Regions with Disconnection Dates on or after 1 July 2022**

In respect of In-Train Order Premises in a Rollout Region with a Disconnection Date on or after 1 July 2022, Telstra will:

- (a) monitor the In-Train Order report for each Rollout Region for a period of 120 Business Days after the Disconnection Date and where Telstra is notified that the NBN order at the Premises has been:
  - (i) completed (i.e. the Premises has been NBN Connected); or
  - (ii) cancelled or revoked before NBN Connection of that In-Train Order Premises; or
  - (iii) if there is more than one In-Train Order for NBN Based Services at an In-Train Order Premises, the date on which the last of the In-Train Orders has been NBN Connected, or the NBN order at the Premises has been cancelled or revoked before it is NBN Connected,

(in each case, a **'Monitoring Trigger'**), Telstra will disconnect the Premises on the date which is not more than 30 Business Days after the Monitoring Trigger occurs, substantially using the business as usual disconnection processes set out in Schedule 1 of the Varied Plan.

- (b) Telstra may disconnect Copper Services at an In-Train Order Premises at any time during the 120 Business Day period in response to a standard disconnection order placed by the customer.
- (c) If no Monitoring Trigger or customer-requested disconnection occurs, Telstra will disconnect all remaining In-Train Order Premises in a Rollout Region as soon as reasonably practicable after the date which is 120 Business Days after the Disconnection Date.

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## **7 Disconnection of Remaining Premises**

### **7.1 Types of Premises removed from the Updated Final Disconnection List**

- (a) In addition to the Premises referred to in section 6, the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the Primary Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Special Services, including:
    - (A) Direct Special Services and ULLS as a Special Service Input (to the extent that these services belong to a SS Class for which the applicable Disconnection Date has not yet occurred); and

- (B) Contracted Special Services and Double-Ended Special Services (that are not otherwise due to be disconnected during the Primary Disconnection Window in accordance with the Varied Plan); and
- (C) Direct Special Services and ULLS as a Special Service Input (to the extent that these services are supplied to a Changed Technology SS Premises or Delayed Notification SS Premises (which will be disconnected in accordance with the SS Disconnection Process which applies to the relevant SS Class));
- (iv) MDU Common Areas; and
- (v) any Premises to which clause 15.5 of the Varied Plan applies,

but will instead be disconnected in accordance with specific rules applicable to each category.

## **7.2 Disconnection of Added Premises**

- (a) Added Premises for which a formal objection has been received by Telstra before the Disconnection Date in accordance with clause 15.2 of the Varied Plan, will be flagged in the Premises Address List generated at the Disconnection Date and will be treated as exceptions to the standard Managed Disconnection process.
- (b) Disconnection of Added Premises will occur in accordance with clause 15.2 of the Varied Plan.
- (c) Added Premises for which no objection has been received by Telstra will not be flagged and will be disconnected in accordance with the standard Managed Disconnection process.

## **7.3 Disconnection of Affected Premises**

- (a) Telstra will flag in NTT any Premises which it identifies at any time as being an Affected Premises.
- (b) Telstra will monitor the list on a weekly basis and, once the Premises has been identified as no longer being an Affected Premises, the flag in NTT will be removed and the applicable Copper Services at the Premises and the Premises will be disconnected using the standard disconnection processes set out in Schedule 1 of the Varied Plan.
- (c) Disconnection will take place within 20 Business Days of the applicable legal prevention ceasing to be effective.
- (d) Telstra Operations will notify Telstra's Wholesale and Retail Business Units (as relevant) on an equivalent basis once the applicable legal prohibition which prevented Telstra from ceasing to provide Copper Services ceases to apply.
- (e) Telstra will notify relevant Telstra Wholesale Customers of their Wholesale Services at Affected Premises that will be disconnected, just prior to the disconnection of those Wholesale Services.

## **7.4 Disconnection of Special Services**

- (a) All Direct Special Services (both wholesale and retail) will be flagged in NTT.

- (b) Where a Wholesale Customer has certified a Copper Service as a Special Service Input in accordance with the processes set out in Schedule 4 of the Varied Plan, the Copper Service will be flagged as a Special Service in NTT.
- (c) Telstra has published on the Wholesale Customer Portal a unique code for each SS Class (SS Code). The SS Code will be used by a Wholesale Customer to certify that a particular Copper Service is being used to provide a carriage service that is Service Equivalent to a Direct Special Service in the SS Class corresponding to the SS Code. As certification is on a SS Class basis, the Wholesale Customer will need to assess which SS Class applies to the carriage service that is being provided by means of the Copper Service, and which is Service Equivalent to a Direct Special Service.
- (d) Prior to the Disconnection Date for the relevant SS Class, any Direct Special Services and ULLS as a Special Service Input within that SS Class and any Direct Special Services and ULLS as a Special Service Input supplied to a Changed Technology SS Premises or Delayed Notification SS Premises will not be disconnected as part of the Managed Disconnection process in any Rollout Region.
- (e) During this time, any such Copper Services will be flagged in NTT and excluded from the Final Disconnection List and the Updated Final Disconnection List for the Rollout Region.
- (f) From the date immediately following the Disconnection Date for the relevant SS Class Telstra will treat Direct Special Services and all Special Service Inputs of that SS Class as if they were ordinary Copper Services<sup>20</sup> and will include them as part of any Final Disconnection List and Updated Final Disconnection List for future Rollout Regions which will be subject to the standard Managed Disconnection processes set out in section 5 of this Required Measure.

#### **7.5 Disconnection of MDU Common Areas**

- (a) In accordance with the Varied Plan, Telstra will not disconnect Copper Services supplied to MDU Common Areas under clause 14 of the Varied Plan but will disconnect such Services in accordance with clause 1.4 of the Varied Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the managed disconnection of MDU Common Areas six months before the [End of Rollout Date MDUCA Disconnection Date](#).

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## **8 Reporting**

Telstra will report to ACCC on a quarterly basis as part of Telstra's confidential Migration Plan Compliance Report the disconnections that are undertaken in accordance with this Required Measure, as required under clause 26 of the Varied Plan.

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<sup>20</sup> The process for NBN Co developing product releases that trigger disconnection of SS Classes is through the publication of White Papers, as discussed in an Explanatory Note to clause 22.4 of the Varied Plan.



## Required Measure 3 – Process for Managed Disconnection of HFC Services

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### 1 Background

This Required Measure 3 sets out the process Telstra will use following the Disconnection Date to disconnect remaining HFC Services within the Fixed Line Footprint, except for certain categories of services specified in the Varied Plan.

Much of the process of this Required Measure is unchanged. However, the new approach provides an improved migration experience for customers who place an order for an NBN service late in the migration window, including a final opportunity to place their NBN order within a limited timeframe after the Disconnection Date, and prior to the disconnection of their services from Telstra's legacy networks.

For clarity, Telstra is not required by the Varied Plan to disconnect Foxtel Television Services provided using HFC, and this Required Measure 3 does not affect those services. HFC Services are available only to Telstra's Retail Customers. As a result, the Managed Disconnection of HFC Services described in this Required Measure 3 involves no interaction with Wholesale Customers. This Required Measure 3 therefore sets out the process for Managed Disconnection of Telstra's retail broadband HFC services.

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### 2 Application

For clarity this Required Measure 3 applies to disconnection of services from the HFC Network only.

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### 3 Commencement of Managed Disconnection

#### 3.1 Final Disconnection List

- (a) As Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) have In-Train Orders,

Telstra will update its NBN Transition Tool database (**NTT**).

- (b) Telstra Operations will, using NTT, create a list specifying all of the HFC Services that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the Disconnection Date for each Rollout Region (the **Premises Address List**).
- (c) Following creation, the Premises Address List will then have the following Premises and HFC Services removed (which are disconnected in accordance with sections 5 and 6 below):
  - (i) any Premises notified to Telstra by NBN Co as being In-Train Order Premises;
  - (ii) any Added Premises where the disconnection date for those Premises has been extended beyond the Disconnection Date for the Rollout Region;

- (iii) any HFC Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those HFC Services to that Affected Premises and disconnecting the Premises;

and will be the **Final Disconnection List** for each Rollout Region.

- (d) For clarity, MDU Common Areas will not be included in the Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises in a Rollout Region is an MDU Common Area.

### **3.2 Disconnection of Premises where Telstra is notified customers do not intend to migrate**

If Telstra receives notification that the end user does not intend to Migrate any of the HFC Services at the Premises, and the Premises is not an In-Train Order Premises, Telstra may disconnect the Premises at any time after Disconnection Date.

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## **4 Managed Disconnection of Premises**

### **4.1 Updated Final Disconnection List**

- (a) Telstra is notified by NBN Co:
  - (i) on the date that is 26 Business Days after the Disconnection Date of additional In-Train Order Premises; and
  - (ii) progressively during the period from the Disconnection Date through to the date that is 25 Business Days after the Disconnection Date of additional MDU Common Areas,

which have been identified by NBN Co from the Disconnection Date through to the date that is 25 Business Days after the Disconnection Date.

- (b) Upon receiving from NBN Co the Premises listed in paragraph (a) above, Telstra will upload the list into its NTT.
- (c) As soon as reasonably practicable from the date that is 26 Business Days after the Disconnection Date, Telstra Operations will, using NTT, update the Premises Address List for each Rollout Region. Telstra will update the Premises Address List to create the **Updated Final Disconnection List** by removing:
  - (i) any additional Premises notified to Telstra by NBN Co under paragraph (a) above; and
  - (ii) any other Premises and HFC Services listed in section 3.1(c)(ii) and (c)(iii) as at the date that is 25 Business Days after the Disconnection Date.

The Updated Final Disconnection List is provided to Telstra's Retail Business Units for each Rollout Region.

### **4.2 Managed Disconnection and service disconnection During the Primary Disconnection Window**

- (a) For the purposes of this Required Measure, the **Primary Disconnection Window** refers to the period on and from 26 Business Days after the Disconnection Date up to and including the date that is 55 Business Days after the Disconnection Date.
- (b) Telstra will disconnect:
  - (i) all HFC Services that are required to be disconnected as set out in the Updated Final Disconnection List during the Primary Disconnection Window; and
  - (ii) all other HFC Services in accordance with the specific disconnection arrangements set out in sections 5 and 6 below.
- (c) Disconnections during the Primary Disconnection Window will occur in two phases:
  - (i) Managed Disconnection of the service (described in this Required Measure 3 as service disconnection) in accordance with section 4.3 followed by
  - (ii) permanent disconnection in accordance with section 4.4,

The process involved in each phase is described below.

#### 4.3 Service Disconnection

- (a) Upon receiving the Updated Final Disconnection List from Telstra Operations (in accordance with section 4.1(c) above), Telstra's Retail Business Units will commence the disconnection of all HFC services by the date that is 30 Business Days after the Disconnection Date and where practicable, complete disconnection of these services by the date that is 35 Business Days after the Disconnection Date ("**Service Disconnection Phase**").
- (b) Telstra's Retail Business Units carry out the Service Disconnection Phase in order to prepare all relevant HFC Services (those that appear on the Updated Final Disconnection List) for permanent disconnection for example by:
  - (i) rejecting and removing all pending orders from Telstra systems; and
  - (ii) carrying out all required steps to disconnect the HFC Services in Telstra's provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

#### 4.4 Permanent Disconnection

- (a) After the Service Disconnection Phase and up until the end of the Primary Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant HFC Paths within Telstra's systems for all HFC Services that appear on the Updated Final Disconnection List.
- (b) Permanent disconnection of all HFC Services appearing on the Updated Final Disconnection List will occur regardless of activities completed during the preceding Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may

require Telstra to change the sequencing of disconnection of Premises on the Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Premises within the Primary Disconnection Window.

- (d) Telstra will monitor each Rollout Region to ensure that all HFC Services on the Updated Final Disconnection List are permanently disconnected by the end of the Primary Disconnection Window for that Rollout Region. This will be done whether or not some HFC Services need to be disconnected separately from any national or regional process in order to meet this deadline.
- (e) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant HFC Service(s) are permanently disconnected.

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## 5 Disconnection of In-Train Order Premises

### 5.1 Disconnection arrangements for all In-Train Order Premises

- (a) Premises the subject of a notification by NBN Co to Telstra as having an In-Train Order will not be disconnected by Telstra during the Primary Disconnection Window unless disconnection is requested by the Retail Customer.
- (b) NBN Co will notify Telstra on the Disconnection Date and again on the date that is 26 Business Days after the Disconnection Date of all In-Train Order Premises in a Rollout Region. Telstra will generate a report from NTT that identifies all In-Train Order Premises for a Rollout Region.

### 5.2 Disconnection arrangements for Phase 1 ITO Premises

In respect of Phase 1 ITO Premises in a Rollout Region with a Disconnection Date between 1 January 2016 and 30 June 2022 (both dates inclusive), Telstra will:

- (a) monitor the In-Train Order report for each Rollout Region for a period of 60 Business Days after the Disconnection Date;
- (b) disconnect HFC Services at each Premises at any time up to and including the date that is 90 Business Days after the Disconnection Date in response to a standard disconnection order placed by the customer;
- (c) disconnect all remaining HFC Services supplied to each Premises from the date that is 90 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 95 Business Days after the Disconnection Date; and
- (d) perform permanent disconnection of each Premises as soon as reasonably practicable after the date which is 95 Business Days after the Disconnection Date.

### 5.3 Disconnection arrangements for Phase 2 ITO Premises

In respect of Phase 2 ITO Premises in a Rollout Region with a Disconnection Date between 1 January 2016 and 30 June 2022 (both dates inclusive), Telstra will:

- (a) monitor the In-Train Order report for each Rollout Region for a period of 120 Business Days after the Disconnection Date;

- (b) disconnect HFC Services at each Premises at any time up to the date that is 150 Business Days after the Disconnection Date in response to a standard disconnection order placed by the customer;
- (c) disconnect all remaining HFC Services supplied to each Premises from the date that is 150 Business Days after the Disconnection Date and, where practicable, complete disconnection of these services by the date that is 155 Business Days after the Disconnection Date; and
- (d) perform permanent disconnection of each Premises as soon as is reasonably practicable after the date that is 155 Business Days after the Disconnection Date.

#### 5.4 Disconnection arrangements for In-Train Order Premises with a Disconnection Date on or after 1 July 2022

In respect of In-Train Order Premises with a Disconnection Date on or after 1 July 2022, Telstra will:

- (a) monitor the In-Train Order report for a Rollout Region for a period of up to 120 Business Days after the Disconnection Date and where Telstra is notified that the NBN order at the Premises has been:
  - (i) completed (i.e. the Premises has been NBN Connected); or
  - (ii) cancelled or revoked before NBN Connection of that In-Train Order Premises; or
  - (iii) if there is more than one In-Train Order for NBN Based Services at an In-Train Order Premises, the date on which the last of the In-Train Orders has been NBN Connected, or the NBN order at the Premises has been cancelled or revoked before it is NBN Connected,
- (b) (in each case, a '**Monitoring Trigger**'), Telstra will disconnect the Premises on the date which is not more than 30 Business Days after the Monitoring Trigger occurred, substantially using the business as usual disconnection processes set out in Schedule 2 of the Varied Plan. Telstra may disconnect HFC Services at an In-Train Order Premises at any time during the 120 Business Day period in response to a standard disconnection order placed by the customer.
- (c) If no Monitoring Trigger or customer-requested disconnection occurs, Telstra will disconnect all remaining In-Train Order Premises in a Rollout Region as soon as reasonably practicable after the date which is 120 Business Days after the Disconnection Date for that Rollout Region.

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## 6 Disconnection of Remaining Premises

### 6.1 Types of Premises removed from the Updated Final Disconnection List

- (a) In addition to the Premises referred to in section 5, the following types of Premises and HFC Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the Primary Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented

by law from ceasing the provision of those HFC Services to that Affected Premises; and

- (iii) MDU Common Areas,

but will instead be disconnected in accordance with specific rules applicable to each category.

## 6.2 Disconnection of Added Premises

- (a) Added Premises for which a formal objection has been received by Telstra before the Disconnection Date in accordance with clause 15.2 of the Varied Plan, will be flagged in the Premises Address List generated at the Disconnection Date and will be treated as exceptions to the standard Managed Disconnections process.
- (b) Disconnection of Added Premises will occur in accordance with clause 15.2 of the Varied Plan.
- (c) Added Premises for which no objection has been received by Telstra will not be flagged and will be disconnected in accordance with the standard Managed Disconnection process.

## 6.3 Disconnection of Affected Premises

- (a) Telstra will flag in NTT any Premises which it identifies at any time as being an Affected Premises.
- (b) Telstra will monitor the list on a weekly basis and, once the Premises has been identified as no longer being an Affected Premises, the flag in NTT will be removed and the applicable HFC Services at the Premises and the Premises will be disconnected using the standard disconnection processes set out in Schedule 2 of the Varied Plan.
- (c) Disconnection will take place within twenty (20) Business Days of the applicable legal prevention ceasing to be effective.

## 6.4 Disconnection of MDU Common Areas

- (a) In accordance with the Varied Plan, Telstra will not disconnect HFC Services supplied to MDU Common Areas under clause 14 of the Varied Plan but will disconnect such Services in accordance with clause 1.4 of the Varied Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the managed disconnection of MDU Common Areas six months before the [End of Rollout DateMDUCA Disconnection Date](#).

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## 7 Reporting

Telstra will report to ACCC on a quarterly basis as part of Telstra's confidential Migration Plan Compliance Report the disconnections that are undertaken in accordance with this Required Measure, as required under clause 26 of the Varied Plan.

## Schedule 4 Special Services

### 1 Direct Special Services

- (a) Subject to any condition specified in column 3 for that item, each of the carriage services that is specified in an item of column 1 of Table 1 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 3 of Table 1; and
  - (ii) with the exception of the carriage services specified at item 10 of Table 1 - any other products or Product Bundles which are subsequently provided by means of Direct Special Services falling within those Access Service Families.
- (b) Each of the carriage services that is specified in an item of column 1 of Table 2 is a Direct Special Service, including:
- (i) any of the products and Product Bundles provided by means of those carriage services which are specified in column 3 of Table 2; and
  - (ii) any other products or product bundles which are subsequently provided by means of Direct Special Services falling within those Access Service Families.
- (c) The SS Classes listed in column 2 of Table 1 and 2 are the Direct Special Services within each Access Service Family, divided up by reference to the types of Access Technology that NBN Co has used or proposes to use to make a Premises NBN Serviceable, as notified by NBN Co from time to time. In addition, Payphones have been separated into Public Payphones (ELP) and Private Payphones (ELQ) and Customer-operated payphones have been separated into Private Payphones (ELQ) and Private Payphones (ELR).
- (d) If NBN Co has not given notice of the Access Technology which it has used or proposes to use to make a particular Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable, a 'default' Access Technology will apply to that Premises which is the most common Access Technology which NBN Co has used or proposes to use to make Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable until NBN Co confirms the actual Access Technology that it proposes to use to make those Premises NBN Serviceable.
- (e) When NBN Co notifies Telstra of a new Access Technology, new SS Classes corresponding to that Access Technology are added to each Access Service Family automatically pursuant to clause 22.16.

**Table 1 – Direct Special Services (Retail)**

Item	Column 1	Column 2	Column 3	Column 4
	Access Service Family	SS Class	Product Bundles	Condition
1	DDS Fastway	<ul style="list-style-type: none"> <li>• DDS Fastway – P</li> <li>• DDS Fastway – N</li> <li>• DDS Fastway – B</li> <li>• DDS Fastway – H</li> </ul>	<ul style="list-style-type: none"> <li>• DDS Fastway</li> <li>• DDS Flexnet</li> <li>• DDS Local Area Service (LAS)</li> </ul>	

		<ul style="list-style-type: none"> <li>• DDS Fastway – C</li> </ul>		
2	Frame Relay	<ul style="list-style-type: none"> <li>• Frame Relay – P</li> <li>• Frame Relay – N</li> <li>• Frame Relay – B</li> <li>• Frame Relay – H</li> <li>• DDS Fastway – C</li> </ul>	<ul style="list-style-type: none"> <li>• Frame Relay</li> <li>• Business IP Frame Relay</li> <li>• Connect IP Frame Relay</li> <li>• GBIP (proxy)</li> </ul>	
3	Megalink	<ul style="list-style-type: none"> <li>• Megalink – P</li> <li>• Megalink – N</li> <li>• Megalink – B</li> <li>• Megalink – H</li> <li>• Megalink – C</li> </ul>	<ul style="list-style-type: none"> <li>• Megalink</li> </ul>	
4	CustomNet Spectrum	<ul style="list-style-type: none"> <li>• CustomNet Spectrum – P</li> <li>• CustomNet Spectrum – N</li> <li>• CustomNet Spectrum – B</li> <li>• CustomNet Spectrum – H</li> <li>• CustomNet Spectrum – C</li> </ul>	<ul style="list-style-type: none"> <li>• CustomNet Spectrum</li> </ul>	
5	Ethernet Lite BDSL	<ul style="list-style-type: none"> <li>• Ethernet Lite BDSL – P</li> <li>• Ethernet Lite BDSL – N</li> <li>• Ethernet Lite BDSL – B</li> <li>• Ethernet Lite BDSL – H</li> <li>• Ethernet Lite BDSL – C</li> </ul>	<ul style="list-style-type: none"> <li>• Ethernet Lite</li> <li>• Business IP Ethernet Lite</li> <li>• Connect IP Ethernet Lite</li> <li>• GBIP (Government Broadband IP)</li> <li>• 1 touch video</li> </ul>	
6	ISDN10/20/30	<ul style="list-style-type: none"> <li>• ISDN10/20/30 – P</li> <li>• ISDN10/20/30 – N</li> <li>• ISDN10/20/30 – B</li> <li>• ISDN10/20/30 – H</li> <li>• SDN10/20/30 – C</li> </ul>	<ul style="list-style-type: none"> <li>• ISDN10/20/30 BusinessLine</li> <li>• ISDN Dual Node</li> <li>• ISDN Diverse Access</li> <li>• Business Connect /2</li> <li>• Business Options Connect</li> <li>• Business Premium Connect Corporate Connect</li> <li>• All-4-Biz</li> </ul>	
7	ISDN2	<ul style="list-style-type: none"> <li>• ISDN2 – P</li> <li>• ISDN2 – N</li> <li>• ISDN2 – B</li> <li>• ISDN2 – H</li> <li>• ISDN2 – C</li> </ul>	<ul style="list-style-type: none"> <li>• ISDN2 BusinessLine</li> <li>• ISDN2 Enhanced BusinessLine</li> <li>• ISDN Xpress</li> <li>• Business Connect / 2</li> <li>• Business Options Connect</li> </ul>	



			<ul style="list-style-type: none"> <li>• Business Premium Connect Corporate Connect</li> <li>• All-4-Biz (newly released)</li> </ul>	
8	DDS Low Speed	<ul style="list-style-type: none"> <li>• DDS Low Speed – P</li> <li>• DDS Low Speed – N</li> <li>• DDS Low Speed – B</li> <li>• DDS Low Speed – H</li> <li>• DS Low Speed – C</li> </ul>	<ul style="list-style-type: none"> <li>• DDS Low Speed</li> <li>• DDS BIN (bank interchange network)</li> </ul>	
9	VGDL	<ul style="list-style-type: none"> <li>• VGDL – P</li> <li>• VGDL – N</li> <li>• VGDL – B</li> <li>• VGDL – H</li> <li>• VGDL – C</li> </ul>	<ul style="list-style-type: none"> <li>• PAPL</li> <li>• Tie Lines</li> <li>• Voice Links</li> </ul>	
10	POTS/ ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure Only)	<ul style="list-style-type: none"> <li>• POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only) – P</li> <li>• POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only) – N</li> <li>• POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only) – B</li> <li>• POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only) – H</li> <li>• POTS / ADSL / ADSL 2+ (for Remote Telemetry and Telstra Secure only) – C</li> </ul>	<ul style="list-style-type: none"> <li>• Remote Telemetry</li> <li>• Telstra Secure</li> </ul>	The service is only a Direct Special Service if supplied for Remote Telemetry or Telstra Secure
11	ATM (over copper)	<ul style="list-style-type: none"> <li>• ATM (over copper) – P</li> <li>• ATM (over copper) – N</li> <li>• ATM (over copper) – B</li> <li>• ATM (over copper) – H</li> <li>• ATM (over copper) – C</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	
12	Payphones	<ul style="list-style-type: none"> <li>• <u>Public</u> Payphones (ELP) – P</li> <li>• <u>Public</u> Payphones (ELP) – N</li> <li>• <u>Public</u> Payphones (ELP) – B</li> <li>• <u>Public</u> Payphones (ELP) – H</li> <li>• <u>Public</u> Payphones (ELP) – C</li> <li>• <u>Private Payphones (ELQ) – P</u></li> <li>• <u>Private Payphones (ELQ) – N</u></li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	

		<ul style="list-style-type: none"> <li>• Private Payphones (ELQ) – B</li> <li>• Private Payphones (ELQ) – H</li> <li>• Private Payphones (ELQ) – C</li> </ul>		
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**Table 2 – Direct Special Services (Wholesale)**

Item	Access Service Family	SS Class	Product Bundles
1	DDS Fastway	<ul style="list-style-type: none"> <li>• DDS Fastway – P</li> <li>• DDS Fastway – N</li> <li>• DDS Fastway – B</li> <li>• DDS Fastway – H</li> <li>• DDS Fastway – C</li> </ul>	<ul style="list-style-type: none"> <li>• DDS Fastway</li> <li>• DDS Flexnet</li> <li>• DDS Local Area Service (LAS)</li> </ul>
2	Data Access Radial	<ul style="list-style-type: none"> <li>• Data Access Radial – P</li> <li>• Data Access Radial – N</li> <li>• Data Access Radial – B</li> <li>• Data Access Radial – H</li> <li>• Data Access Radial – C</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
3	Frame Relay	<ul style="list-style-type: none"> <li>• Frame Relay – P</li> <li>• Frame Relay – N</li> <li>• Frame Relay – B</li> <li>• Frame Relay – H</li> <li>• Frame Relay – C</li> </ul>	<ul style="list-style-type: none"> <li>• Frame Relay</li> </ul>
4	Megalink	<ul style="list-style-type: none"> <li>• Megalink – P</li> <li>• Megalink – N</li> <li>• Megalink – B</li> <li>• Megalink – H</li> <li>• Megalink – C</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
5	Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service	<ul style="list-style-type: none"> <li>• Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service – P</li> <li>• Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service – N</li> <li>• Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service – B</li> <li>• Wholesale Transmission – CRA163 – Telstra domestic tail transmission capacity service – H</li> <li>• Wholesale Transmission – CRA163 – Telstra</li> </ul>	<ul style="list-style-type: none"> <li>• CRA163 – Telstra domestic tail transmission capacity service</li> </ul>

Item	Access Service Family	SS Class	Product Bundles
		domestic tail transmission capacity service – C	
6	CustomNet Spectrum	<ul style="list-style-type: none"> <li>• CustomNet Spectrum – P</li> <li>• CustomNet Spectrum – N</li> <li>• CustomNet Spectrum – B</li> <li>• CustomNet Spectrum – H</li> <li>• CustomNet Spectrum – C</li> </ul>	<ul style="list-style-type: none"> <li>• CustomNet Spectrum</li> </ul>
7	Wholesale Business DSL (W-BDSL)	<ul style="list-style-type: none"> <li>• Wholesale Business DSL (W-BDSL) – P</li> <li>• Wholesale Business DSL (W-BDSL) – N</li> <li>• Wholesale Business DSL (W-BDSL) – B</li> <li>• Wholesale Business DSL (W-BDSL) – H</li> <li>• Wholesale Business DSL (W-BDSL) – C</li> </ul>	<ul style="list-style-type: none"> <li>• Business Data Access Service</li> </ul>
8	ISDN10/20/30	<ul style="list-style-type: none"> <li>• ISDN10/20/30 – P</li> <li>• ISDN10/20/30 – N</li> <li>• ISDN10/20/30 – B</li> <li>• ISDN10/20/30 – H</li> <li>• ISDN10/20/30 – C</li> </ul>	<ul style="list-style-type: none"> <li>• ISDN10/20/30 BusinessLine</li> <li>• ISDN Dual Node</li> </ul>
9	ISDN2	<ul style="list-style-type: none"> <li>• ISDN2 – P</li> <li>• ISDN2 – N</li> <li>• ISDN2 – B</li> <li>• ISDN2 – H</li> <li>• ISDN2 – C</li> </ul>	<ul style="list-style-type: none"> <li>• ISDN2 BusinessLine</li> <li>• ISDN2 Enhanced BusinessLine – Currently CNRs for call rates. Basic Access as per OCT.</li> </ul>
10	DDS Low Speed	<ul style="list-style-type: none"> <li>• DDS Low Speed – P</li> <li>• DDS Low Speed – N</li> <li>• DDS Low Speed – B</li> <li>• DDS Low Speed – H</li> <li>• DDS Low Speed – C</li> </ul>	<ul style="list-style-type: none"> <li>• DDS Low Speed</li> <li>• DDS BIN</li> </ul>
11	VGDL	<ul style="list-style-type: none"> <li>• VGDL – P</li> <li>• VGDL – N</li> <li>• VGDL – B</li> <li>• VGDL – H</li> <li>• VGDL – C</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
12	Telstra Traffic Light Service	<ul style="list-style-type: none"> <li>• Telstra Traffic Light Service – P</li> <li>• Telstra Traffic Light Service – N</li> <li>• Telstra Traffic Light Service – B</li> <li>• Telstra Traffic Light Service – H</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

Item	Access Service Family	SS Class	Product Bundles
		<ul style="list-style-type: none"> <li>Telstra Traffic Light Service – C</li> </ul>	
13	Wholesale ATM (over copper)	<ul style="list-style-type: none"> <li>Wholesale ATM (over copper) – P</li> <li>Wholesale ATM (over copper) – N</li> <li>Wholesale ATM (over copper) – B</li> <li>Wholesale ATM (over copper) – H</li> <li>Wholesale ATM (over copper) – C</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
14	ATM (Rebill) (over copper)	<ul style="list-style-type: none"> <li>ATM (Rebill) (over copper) – P</li> <li>ATM (Rebill) (over copper) – N</li> <li>ATM (Rebill) (over copper) – B</li> <li>ATM (Rebill) (over copper) – H</li> <li>ATM (Rebill) (over copper) – C</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
15	Customer-operated payphones	<ul style="list-style-type: none"> <li>Private Payphones (ELQ) – P</li> <li>Private Payphones (ELQ) – N</li> <li>Private Payphones (ELQ) – B</li> <li>Private Payphones (ELQ) – H</li> <li>Private Payphones (ELQ) – C</li> <li>Private Payphones (ELR) – P</li> <li>Private Payphones (ELR) – N</li> <li>Private Payphones (ELR) – B</li> <li>Private Payphones (ELR) – H</li> <li>Private Payphones (ELR) – C</li> <li>Customer-operated payphones – N</li> <li>Customer-operated payphones – B</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

Item	Access Service Family	SS Class	Product Bundles
		<ul style="list-style-type: none"> <li>Customer-operated payphones—H</li> <li>Customer-operated payphones—G</li> </ul>	

## 2 Certification process for Special Service Inputs

This Schedule sets out the process Telstra will use to obtain certification from each Wholesale Customer as to the Special Service Inputs used by that Wholesale Customer on a national basis.

### 2.1 Verification of ULLS certifications

- (a) Telstra can, with a high degree of confidence, verify the number of ULLS-based services that are Service Equivalent to Direct Special Services by reference to:
  - (i) the number of ULLS services as were originated through category D port (less those for which there has been a Full National Number (FNN) hand back as set out below); and
  - (ii) the deployment class information for new (as opposed to ported) ULLS services.
- (b) The majority of ULLS services acquired by Wholesale Customers have been ported away from Telstra. Services which originated through a category D port are not Service Equivalent to Direct Special Services. The exception will be those ULLS services which, after a category D port occurs, are subsequently used by the Wholesale Customers to supply services that are Service Equivalent to Direct Special Services to an end user. For these ULLS services, the Wholesale Customer is required to hand back to Telstra the FNN associated with the ULLS service, as the FNN is not required in order to supply a service that is Service Equivalent to the Direct Special Service. By analysing the number of FNN hand backs, Telstra will be able to determine when a category D port ULLS service has subsequently been used to supply services that are Service Equivalent to Direct Special Services.
- (c) Wholesale Customers may also acquire a new (i.e. non-port) ULLS service from Telstra in some instances. Where a new Copper Service is ordered for ULLS and there is no working Telstra number for the service, the Wholesale Customer will typically issue a number from its own number range. In this circumstance, no port will occur and the category D port verification process cannot be used.
- (d) However, the deployment class information can be used in most circumstances to ascertain the types of services being provided over the new ULLS service.
- (e) The deployment class information is provided by the Wholesale Customer at the time the service is ordered. While there are no penalties for listing the wrong deployment class, Wholesale Customers have an incentive to list the correct information, as listing the wrong deployment class can lead to operational issues.
- (f) Normally deployment classes 6a (typically voice) and 6h (typically ADSL 2 and 2+) identify standard services, however these deployment classes are also used by a Wholesale Customer if it provides a service that is Service Equivalent to Telstra retail Remote Telemetry or Telstra Secure services - which are Direct Special Services.

- (g) This process does not allow Telstra to verify the accuracy of claims by a Wholesale Customer about the Direct Special Service to which a particular service supplied by that Wholesale Customer using a Special Service Input is Service Equivalent and therefore Telstra is also not able to verify the SS Class to which a Wholesale Customer has allocated the ULLS service used to provide that carriage service.

**2.2 Process for verifying ULLS certifications**

- (a) In February each year, Telstra will assess the ULLS services of all Wholesale Customers using the processes described in paragraph 2.1, to identify whether each ULLS service is being used by a Wholesale Customer as a Special Service Input.
- (b) Telstra will compare the number of ULLS services certified by each Wholesale Customer as being used as Special Service Inputs against the number of ULLS services of that Wholesale Customer that, following Telstra’s assessment under paragraph 2.2(a), Telstra has identified as being used as a Special Service Input.
- (c) If the number of ULLS services certified by a Wholesale Customer as being used as Special Service Inputs exceeds the number assessed by Telstra for that Wholesale Customer as being used as a Special Service Input by more than 10% then Telstra will notify the Wholesale Customer of the inconsistency and request the Wholesale Customer to reconsider the SS Codes recorded in Telstra’s ordering and provisioning systems for all of its ULLS services (which may include providing to Telstra other information relevant to the usage of any of the Wholesale Customer’s ULLS services).

**2.3 Example of process for verifying ULLS certifications for a Wholesale Customer**

- (a) The process described in this worked example for a hypothetical Wholesale Customer with ULLS services in the ULLS services sample (using hypothetical services in operation (SIO) numbers) can be used to identify for that Wholesale Customer the number of that Wholesale Customer’s ULLS services which are being used to supply services that are Service Equivalent to Direct Special Services.

	Step	SIOs
1	Number of ULLS services acquired by the Wholesale Customer	1000
2	Deduct all ULLS services for that Wholesale Customer which were acquired using a category D port (less those for which there has been a FNN hand back)	(650)
3	Deduct all ULLS services for that Wholesale Customer that were not acquired using a category D port and for which there are deployment classes 6a and 6h (less those services equivalent to Telstra’s Remote Telemetry or Telstra Secure)	(100)
4	Total number of ULLS services for that Wholesale Customer which Telstra assesses are being used to provide services that are Service Equivalent to Direct Special Services	250

- (b) From the worked example, if the number of a Wholesale Customer’s ULLS services which that Wholesale Customer certified as being used to supply services that are Service Equivalent to Direct Special Services exceeds 250 by more than 10% Telstra will contact the Wholesale Customer as described in paragraph 2.2(c).

## 2.4 Certification of ULLS as a Special Service Input

- (a) Telstra has implemented a system solution (described in more detail in paragraph 2.5 below) enabling Wholesale Customers to update the details of their ULLS services in Telstra's wholesale ordering and provisioning systems (or request such updates) and to provide the relevant information when ordering a new ULLS service or changing the use of a ULLS service.
- (b) This is the process by which Wholesale Customers will certify Special Service Inputs for the purpose of clauses 22.6 and 22.7.

## 2.5 System Solution

- (a) Telstra has published on the online Wholesale Customer Portal a unique code for each Access Service Family (SS Code). The SS Code will be used by a Wholesale Customer to certify that a particular ULLS service is being used to provide a carriage service that is Service Equivalent to a Direct Special Service in the Access Service Family corresponding to the SS Code. As certification is on an Access Service Family basis, the Wholesale Customer will need to assess which Access Service Family applies to the carriage service that is being provided by means of the ULLS service, and which is Service Equivalent to a Direct Special Service.
- (b) Telstra's wholesale ordering and provisioning systems allow the Wholesale Customer to:
  - (i) include a SS Code when ordering a ULLS service if that ULLS service will be used to provide a carriage service that is Service Equivalent to a Direct Special Service; and
  - (ii) update information about a particular ULLS service to include a new or changed SS Code to reflect that the use of the ULLS service has changed so that it is either now used to provide a carriage service that is Service Equivalent to a Direct Special Service, or is used to provide a different carriage service that is Service Equivalent to a Direct Special Service.

This inclusion or updating of SS Codes is to be undertaken by Wholesale Customers through Telstra's wholesale online ordering and provisioning systems by entering the applicable SS Code in a field on the systems associated with the ULLS.

- (c) In the fourth calendar quarter of 2012, Telstra asked each of its Wholesale Customers to assess each ULLS service it acquired from Telstra at that time to determine if the ULLS was used to provide a Special Service Input that was Service Equivalent to a Direct Special Service and to enter the relevant SS Code for that ULLS into Telstra's online ordering and provisioning systems.
- (d) Telstra has asked its Wholesale Customers, on an ongoing basis:
  - (i) when ordering a new ULLS service which is to be used to provide a carriage service that is Service Equivalent to a Direct Special Service, to enter into Telstra's online ordering and provisioning systems, the SS Code applicable to the Access Service Family for that Direct Special Service; and
  - (ii) to promptly update the SS Code for a ULLS service it acquires if:

- (A) the ULLS service ceases to be a Special Service Input (by removing the SS Code in Telstra's ordering and provisioning systems);
  - (B) the ULLS service commences to be used to supply a carriage service that is Service Equivalent to a Direct Special Service (by entering the relevant SS Code in Telstra's ordering and provisioning systems); or
  - (C) the carriage service that is Service Equivalent to a Direct Special Service is changed to a carriage service which is Service Equivalent to a Direct Special Service in a different Access Service Family (by changing the SS Code in Telstra's ordering and provisioning ordering and provisioning systems).
- (e) Notwithstanding subclauses 2.5(b) to (d) of this Schedule 4, Telstra will assume that the SS Code entered in its systems for a ULLS service from time to time accurately identifies the Access Service Family applicable to the carriage service which is Service Equivalent to a Direct Special Service.



## Schedule 5 Technical conditions constituting permanent disconnection

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### 1 Permanent disconnection of a Copper Path

- (a) A Copper Path is permanently disconnected if:
- (i) the status of each carriage service that was provided over that Copper Path prior to permanent disconnection, and that Copper Path is marked as “V” in NPAMS which:
    - (A) is identifiable to a person using NPAMS as “V”;
    - (B) reflects a state of the Copper Path and has the following effects and consequences:
      - it ensures the Copper Path cannot be associated in any Telstra system or database with any DSLAM or carriage service;
      - it ensures the provisioning of any Copper Service over the Copper Path is not possible; and
      - it ensures the Copper Path cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from the Premises; and
    - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or **principal (principal accountable for disconnection protocols) within InfraCo or higher**;
  - (ii) in respect of Copper Paths over which ULLS or LSS were provisioned, there is no jumper for the Copper Path;
  - (iii) there is no Dial Tone over that Copper Path;
  - (iv) there is no active DSL port at the DSLAM for that Copper Path;
  - (v) the Configuration Data is configured so as to prevent that Copper Path carrying Communications to any Premises over the Copper Network;
  - (vi) any Premises to which that Copper Path is connected is NPAMS Blocked from that Copper Path; and
  - (vii) without limiting any of the foregoing:
    - (A) no carriage service or Content Service is provided over that Copper Path; and
    - (B) no Communications can be delivered over the Copper Path to any Premises.
- (b) A Copper Path is permanently disconnected only for so long as each of the conditions specified in this Schedule continue to be satisfied in relation to that Copper Path.

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## 2 Permanent disconnection of an HFC Line

- (a) Subject to 2(b), an HFC Line is permanently disconnected if and for so long as each of the following conditions is and remains satisfied for any and all HFC Lines to a Premises:
- (i) there is no HFC Service provided over that HFC Line;
  - (ii) the serviceability record for the HFC Line in CRAMER is marked as “non-serviceable” which:
    - (A) is identifiable to a person using CRAMER as “non-serviceable”;
    - (B) reflects a state of the HFC Line and has the following effects and consequences:
      - it ensures the HFC Line cannot be associated with a Premises except in respect of Permitted Services; and
      - it ensures the HFC Line cannot be available to Telstra to enable Telstra to (or permit third parties to) deliver any Communications to or from a Premises other than Permitted Services; and
    - (C) cannot be varied or changed except with authorisation of appropriate Personnel of Telstra that are employed at the level of director or **principal (principal accountable for disconnection protocols) within InfraCo or higher**;
  - (iii) the service record for each HFC Service that was provided over that HFC Line prior to the date of permanent disconnection is:
    - (A) where the service record is recorded in SERVICEINV, marked as “ceased”; or
    - (B) where the service record is recorded in MOBY/BPI, marked as “closed”,
- and which
- (C) is identifiable by a person as “disconnected” (by being marked as “ceased” (in SERVICEINV) or “closed” (in MOBY/BPI) (as relevant));
  - (D) prevents the provision of the HFC Service over the HFC Line; and
  - (E) cannot be varied or changed except with authorisation of Personnel of Telstra that are employed at the level of director of **principal (principal accountable for disconnection protocols) within InfraCo or higher** within the Telstra Business Unit responsible for network management activities or higher;
- (iv) no end user account in SERVICEINV and/or MOBY/BPI in relation to any Premises to which that HFC Line is connected is associated with any modem MAC ID; and
  - (v) without limiting any of the foregoing:

- (A) no carriage service or Content Service is provided over that HFC Line except for a Permitted Service; and
  - (B) no HFC Services can be delivered over that HFC Line to any Premises.
- (b) If:
- (i) a Subscriber moves from a Premises (the **First Premises**) within an HFC Deactivation Region to another Premises within that HFC Deactivation Region that has been permanently disconnected (the **Second Premises**); and
  - (ii) the Subscriber has not informed Telstra that they have moved address,

the Subscriber may be able to reconnect their modem to an HFC Line at the Second Premises without revalidating their address. Telstra cannot and will not prevent this.

- (c) Telstra will ensure that if a Subscriber moves a modem from a Premises in one HFC Deactivation Region to another Premises and attempts to use that modem over an HFC Line in a Premises that has been permanently disconnected in another HFC Deactivation Region, the use of that modem will cause Telstra's systems to perform a service qualification check and prevent the provision of carriage services over that HFC Line.

## Schedule 6 Information security principles for development of NBN Information Security Plan

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### 1 Objective of the NBN Information Security Plan

- (a) The objective of the NBN Information Security Plan is to set out effective and appropriate measures to ensure that any NBN Co Migration Information:
  - (i) is only disclosed to, and made available for use by, authorised Personnel for a purpose permitted or required by the Definitive Agreements; and
  - (ii) cannot be used or disclosed by Telstra to gain or exploit an unfair commercial advantage over Telstra's Wholesale Customers.
- (b) The NBN Information Security Plan will set out the processes and procedures to be implemented by Telstra which are based on, and give effect to, the principles set out in this Schedule 6.

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### 2 NBN Information Security Plan must detail information security measures and processes

- (a) The NBN Information Security Plan will detail the measures and processes to be implemented by Telstra in order achieve the objective referred to in clause 1.
- (b) Without limiting clause 2(a), the NBN Information Security Plan will contain the following:
  - (i) a description of the type of NBN Co Migration Information which Telstra receives from NBN Co and which is therefore subject to the Information Security Plan;
  - (ii) the security measures to be implemented on Telstra's information storage systems and data systems that will contain NBN Co Migration Information to ensure that there is no unauthorised disclosure of that information, including:
    - (A) the process for pre-approving specific members of Telstra Personnel or members of specific groups or teams of Telstra Personnel as authorised recipients of NBN Co Migration Information;
    - (B) the mechanisms used to restrict access to systems containing NBN Co Migration Information to those authorised Personnel only;
    - (C) the system monitoring and compliance activities to be undertaken by Telstra, including a usage audit on at least an annual basis;
    - (D) the practices, policies and procedures to be implemented by Telstra regarding collection, storage and archiving security of NBN Co Migration Information, including as required to comply with any applicable laws;
    - (E) the training to be undertaken by Telstra for authorised Personnel in relation to the requirements of the NBN Information Security Plan, including the serious potential consequences of non-compliance.

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### 3 Permitted use and disclosure

#### 3.1 NBN Information Security Plan will provide for disclosure strictly on a 'need-to-know' basis

- (a) The underlying principle which the NBN Information Security Plan will apply is that NBN Co Migration Information will only be disclosed to, and be made available within Telstra's information and data systems for use or disclosure,
  - (i) by authorised Personnel; and
  - (ii) strictly on a 'need to know' basis.
- (b) The 'need-to-know' principle means that the default position under Telstra's information and data systems will be that Telstra Personnel will not be authorised and will have 'no access' to NBN Co Migration Information unless they establish (either directly or as a consequence of their role or a group which they are a member of being pre-approved) that they 'need-to-know' such information for the purposes of:
  - (i) Telstra performing an agreement with NBN Co; and
  - (ii) either:
    - (A) facilitating the connection by NBN Co or its agents of Premises and commencement of supply of Fibre Services using the NBN Co Fibre Network; or
    - (B) disconnecting carriage services from a Separating Network at Premises in a Rollout Region,
- (c) The NBN Information Security Plan will establish the appropriate and effective processes which Telstra will put in place to:
  - (i) identify and authorise Personnel under clause 3.1(a), who need to know NBN Co Migration Information; and
  - (ii) ensure that Personnel or pre-approved roles or groups use and disclose NBN Co Migration Information for the purposes and in the circumstances contemplated under clause 3.1(b) and otherwise in accordance with the NBN Information Security Plan.

#### 3.2 Pre-approval of roles and groups

- (a) The NBN Information Security Plan will establish and document the roles and/or teams within Telstra that will use and disclose particular categories of NBN Co Migration Information;, including specifying how that list of roles and teams can be varied from time to time (with the consent of NBN Co and the ACCC).
- (b) For clarity, the NBN Information Security Plan may provide that particular categories of NBN Co Migration Information may be used by or disclosed to a particular Business Unit or part of a Business Unit, for specified purposes, in accordance with the NBN Information Security Plan.

### **3.3 NBN Co Migration Information will not be made available to Retail Business Units**

- (a) Telstra's NBN Information Security Plan will specify that NBN Co Migration Information will not be disclosed to, or made available for use by, Personnel in a Retail Business Unit except:
  - (i) with the prior consent of NBN Co (such consent being received by Telstra only after Commencement); or
  - (ii) in accordance with any purpose specified in the NBN Information Security Plan and approved by the ACCC.

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## **4 Compliance and reporting on NBN Co information security**

- (a) The NBN Information Security Plan will specify:
  - (i) effective mechanisms to be used by Telstra to monitor compliance with the NBN Information Security Plan, including the means by which Telstra logs requests made by Personnel to be authorised for access to NBN Co Migration Information; and
  - (ii) appropriate periodic reporting to the ACCC in respect of any updated processes or procedures described in the NBN Information Security Plan.
- (b) The NBN Information Security Plan will specify the programs and policies that Telstra will use to:
  - (i) educate relevant Personnel about the requirements of the NBN Information Security Plan; and
  - (ii) ensure compliance by Telstra Personnel with the requirements of the NBN Information Security Plan.
- (c) For clarity, the NBN Information Security Plan, and associated training policies and practices, will reflect that any breaches by Telstra Personnel of the NBN Information Security Plan will be regarded as a serious matter, with the possibility of performance management in appropriate cases.

## Schedule 7 Required Measures

### Required Measure 1(a) – Pull Through Consents

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#### 1 Background

Pull Through may occur where NBN Co (or its contractors) are unable to 'push' its optical fibre Line, Copper Line or HFC Line through the relevant Lead in Conduit (LIC) as required to connect a Premises. In such circumstances, Telstra has agreed that NBN Co may use an existing Copper Lines or HFC Lines, where practicable, to 'pull through' its Copper Line, HFC Line or optical fibre Line (**Pull Through**).

To conduct Pull Through, NBN Co requires various consents, releases and undertakings (**Required Consents**) from Telstra or Telstra Wholesale Customers who acquire or provide services over the relevant Line.

Telstra has provided its own general consents and releases directly to NBN Co under the Definitive Agreements to allow Pull Through on Lines over which it provides services. Telstra Wholesale must use reasonable endeavours to obtain the Required Consents from its Wholesale Customers.

Where NBN Co is considering conducting Pull Through using a Copper Line in a LIC which is used to provide services to a Wholesale Customer, Telstra must advise NBN Co, amongst other things, that the relevant LIC cannot be used for Pull Through unless all Telstra Wholesale Customers using Copper Lines in that LIC have provided the Required Consents.

This Required Measure 1(a) sets out the process Telstra will use to obtain a Wholesale Customer's Required Consent and record that information in Telstra's systems so that it can respond to NBN Co in a timely manner about whether a cable is suitable for Pull Through.

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#### 2 Application

For clarity, this Required Measure 1(a) applies only to the Copper Network.

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#### 3 Process for obtaining the Required Consents from Wholesale Customers

##### 3.1 Overview

Telstra will seek the Required Consent from each Telstra Wholesale Customer on an upfront, global basis, i.e. in relation to all wholesale services supplied to that customer from time to time on Telstra's Copper Network. The Required Consent will mirror the consent that Telstra in its capacity as a service provider has given to NBN Co.

##### 3.2 Briefing Materials

Telstra will:

- (a) make available to Wholesale Customers briefing materials in respect of Pull Through on the Telstra Wholesale Customer Portal (TWCP) and the Telstra Wholesale website;

- (b) provide written notification to each Telstra Wholesale Customer advising that this information is available and can be discussed with their Telstra Wholesale Account Manager or Service Manager; and
- (c) provide one-on-one briefings on Pull Through to Telstra Wholesale Customers with a significant number of potentially impacted services.

### 3.3 Contractual Documentation

- (a) Following approval of this Required Measure, Telstra will:
  - (i) provide to Telstra Wholesale Customers a Deed Poll containing the Required Consents in favour of Telstra and NBN Co and a Disclosure Consent; and
  - (ii) via its Account Managers and Service Managers, be available to discuss and answer any questions a Wholesale Customer may have regarding the Deed Poll.
- (b) the Deed Poll will:
  - (i) enable a Wholesale Customer to provide the Required Consents for other members of its corporate group as well as identify other former company names for its group in whose names services may still be registered in Telstra's systems;
  - (ii) allow a Wholesale Customer to terminate the Deed Poll at any time with termination to take effect from the date effected within Telstra systems (which will be within 10 Business Days after receipt of the notice); and
  - (iii) be the mechanism for obtaining operational contacts and contact details to be used in the event that there is a Pull Through Exception Event (i.e. if there is an issue when Pull Through is conducted). Wholesale Customers will need to provide and keep updated the relevant contact details for Telstra to use when notifying customers of a Pull Through Exception Event.
- (c) Termination of a Deed Poll under paragraph (b)(ii) above will not affect Pull Through activities that have already commenced.
- (d) The Disclosure Consent will permit Telstra to disclose to:
  - (i) NBN Co the Wholesale Customer's name as the provider of services carried on a particular Copper Line; and
  - (ii) the ACCC that the Wholesale Customer has consented to the Deed Poll, or has not consented to the Deed Poll, as the case may be, as part of Telstra's reporting obligations under the Migration Plan.
- (e) Telstra will separately record in its systems whether the Disclosure Consent has been obtained.
- (f) Telstra will provide the ACCC with copies of any of the signed Deed Polls and Disclosure Consents upon request.



### 3.4 Recording of Wholesale Customer interaction

- (a) Telstra will record in its Customer Relationship Management system (Nexus) all key Wholesale Customer interactions including the following:
  - (i) Telstra Group Executive notifications to Wholesale Customers of Pull Through materials;
  - (ii) the name of each Wholesale Customer invited to a briefing on Pull Through and whether that Wholesale Customer attended the briefing;
  - (iii) the date upon which a Deed Poll was sent to a Wholesale Customer for signing;
  - (iv) the date upon which a Disclosure Consent was sent to a Wholesale Customer for signing;
  - (v) the name of each Wholesale Customer who refused to return a signed Deed Poll;
  - (vi) the name of each Wholesale Customer who refused to return a signed Disclosure Consent;
  - (vii) the date upon which a signed Deed Poll was received from a Wholesale Customer; and
  - (viii) the date upon which a signed Disclosure Consent was received from a Wholesale Customer.
- (b) Nexus will contain a perpetual link to the stored electronic copy of the Deed Poll and Disclosure Consent in Telstra's Enterprise Document Management System (**EDMS**).
- (c) Once pull through activity commences, Telstra anticipates the following will occur:
  - (i) the details of the consent(s) provided will be included in the Wholesale Data Repository (**WDR**) update provided from Nexus each day and uploaded into the NBN Transition Tool (**NTT**), a database tool which includes functions such as address-matching, NBN rollout scheduling and customer migration tracking; and
  - (ii) there will be a daily data feed from WDR to NTT which will ensure that consent details are consistently updated. Access to NTT will be regulated by the provisions of the NBN Information Security Plan to the extent the information relates to FTTP-Connected Premises.
- (d) The default position in WDR and NTT will be set to No – no Pull Through Activities and no disclosure of the Wholesale Customer's name, until the relevant signed documentation has been provided by the Wholesale Customer and the details are updated in Telstra's systems.

### 3.5 Withdrawal of Required Consents

A Required Consent may be withdrawn by a Wholesale Customer at any time by terminating the Deed Poll following the formal notice procedures provided in the Deed Poll and advising the Telstra Wholesale Account team in writing.

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## 4 Equivalence

- (a) Telstra retains some contractual rights in respect of NBN Co's activities during Pull Through (in particular, in respect of Pull Through Exception Events). To the extent that Telstra has a contractual right to seek performance by NBN Co of its obligations to perform Cable Rectification activities in respect of a Line used for Pull Through or a Temporary Cable, Telstra will enforce those rights equivalently (regardless of whether the end user impacted is a customer of Telstra Retail or a customer of a Telstra Wholesale customer).
- (b) Telstra has provided to NBN Co similar releases and indemnities in NBN Co's favour in respect of NBN Co conducting Pull Through activities.

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## 5 Reporting

Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26 of the Plan, the information set out in clause 26 of the Plan.

# Amended Required Measure 1(b) – Pull Through Exception Event and Installation of Temporary Cable Notifications

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## 1 Background

This Required Measure 1(b) complements Required Measure 1(a) by setting out the process by which Telstra will communicate to an affected Wholesale Customer that Telstra has received notification from NBN Co of a Notification Event.

A Notification Event for the purposes of this Required Measure is where:

- (i) NBN Co is prevented by a Pull Through Exception Event from completing Pull Through Activities, Cable Rectification or the installation of a Temporary Cable at a Premises and which relates to a Copper Line used to supply a Wholesale Service; or
- (ii) NBN Co has installed a Temporary Cable which is being used to supply a Wholesale Service.

Business Hours means the hours between 9.00am and 5.00pm on a Business Day.

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## 2 Application

For clarity, this Required Measure 1(b) applies only to the Copper Network.

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## 3 Types of Pull Through Exception Events

A Pull Through Exception Event can occur at any time during Pull Through Activities, installation of a Temporary Cable or Cable Rectification for a LIC. The three most common types of Pull Through Exception Events are:

- (a) Where NBN Co is prevented from completing Pull Through Activities due to not being able to pass through the LIC to the Premises and therefore not completing Cable Rectification. For example, this could occur where NBN Co starts Pull Through Activities for which it has consent, but during the Pull Through Activities an end user withdraws its consent for NBN Co to be at the Premises.
- (b) Where the Copper Line was fully or partly removed as part of Pull Through Activities but NBN Co is not able to return the previous (or replacement) Copper Line back into the LIC and Telstra copper services cannot be reconnected. For example when very bad weather requires NBN Co to leave the site and prevents NBN Co re-inserting the Copper Line to allow the supply of services by Telstra.
- (c) Where NBN Co is prevented from installing a Temporary Cable to provide services on the NBN (and has not otherwise been able to complete Cable Rectification).

Note: For the purposes of this Required Measure 1(b), installation of Temporary Cable is only associated with Pull Through Activity. NBN Co will only install a Temporary Cable when Cable Rectification is unsuccessful. An example is when a blockage in the LIC prevents the existing copper cable from being reinstated in the LIC and a Temporary Cable needs to be used instead of the copper cable, however to install that Temporary Cable would expose NBN Co to an unmanageable workplace health and safety risk.

## 4 The Notification Process for Notification Events

- (a) The notice required to be given by Telstra to an affected Wholesale Customer in accordance with clause 10.3 of the Plan will be given via the Telstra Wholesale LOLS.
- (b) The notice to Wholesale Customers on LOLS will include:
- (i) the Telstra fault reference number;
  - (ii) the service address and/or NBN location ID;
  - (iii) Pull Through Exception Event start date and time;
  - (iv) Reason for Pull Through Exception Event; and
  - (v) any other information provided by NBN Co to Telstra in respect of the Notification Event, except information which is the confidential information of NBN Co (e.g. contact details of the NBN Co technician).
- (c) An affected Wholesale Customer may search the LOLS fault records to track progress of the record using search functions based on either:
- (i) the Telstra fault reference number provided in the notification; or
  - (ii) the FNN.
- (d) In the event that NBN Co does not give notice to Telstra of the Notification Event, Telstra is not required to give notice to the affected Wholesale Customer.
- (e) Telstra will operate, between 7am to 8pm Sydney time Monday to Friday, excluding national public holidays (unless otherwise agreed with NBN Co) a help desk:
- (i) located outside Telstra Retail; and
  - (ii) staffed by trained Telstra employees who are experts in communication activities.
- (f) The steps set out in Table 1 below show how Telstra will notify an affected Wholesale Customer of a Notification Event that has been received by Telstra from NBN Co.

**Table 1**

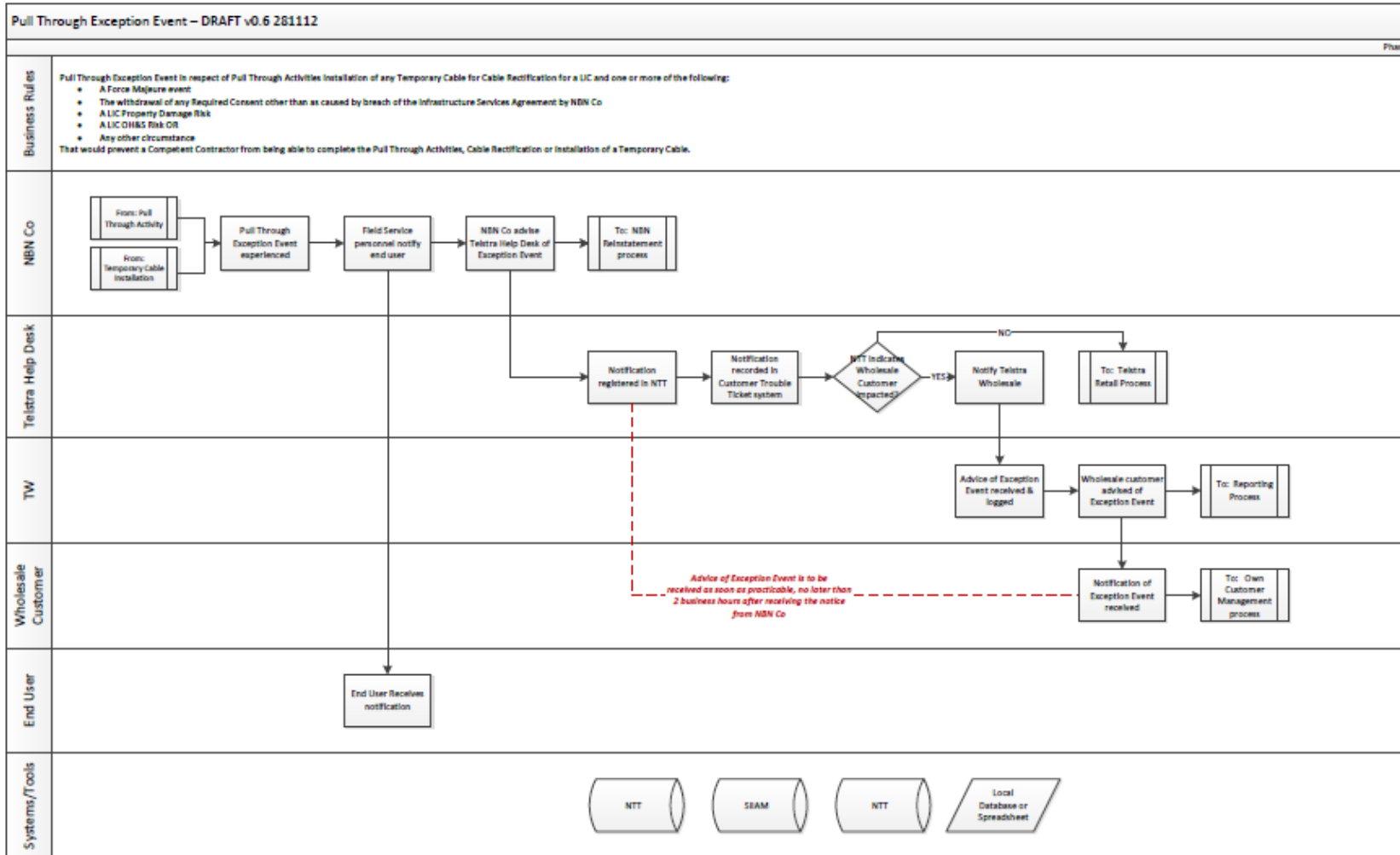
Steps	Description	Initiating Party	Receiving Party
1 NBN Co reports Notification Event to Telstra	NBN Co will notify Telstra (current arrangements are that this will occur by telephone to Telstra's help desk) that a Notification Event has occurred at a Premises. This notification could occur inside or outside Business Hours, but it must occur within the hours of operation of the help desk (as set out below).	NBN Co	Telstra help desk

Steps	Description	Initiating Party	Receiving Party
2 Telstra records Notification Event in its IT system	At the same time that the telephone notification is being received, Telstra help desk staff will update Telstra's IT data system developed for storing migration address and service information ( <b>NTT</b> ), to include a record of the fact that a Notification Event has occurred at the Premises. This IT record in NTT will include the information about the Notification Event that occurred, as advised by NBN Co.	Telstra help desk	Telstra (NTT System)
3 Identification of affected Wholesale Customer	Telstra's help desk staff will load the information into the NTT system. The NTT system will match the details of the Premises as notified by NBN Co with the details in Telstra's own systems. The NTT system will present information to the Telstra help desk identifying any Wholesale Customers affected by the Notification Event.  If NTT presents more than one Wholesale Customer providing services at the Premises and NBN Co does not notify Telstra which Wholesale Customers are affected by the Notification event, then Telstra will notify all Wholesale Customers potentially impacted by the Notification Event.	Telstra help desk	Telstra NTT system
4 Flag in assurance systems	Telstra's assurance system for recording service faults (currently SIIAM for copper services) will be updated by the staff at the Telstra help desk as part of registering the notification information. The timeframe for this step being completed is expected to be within minutes of the receipt of the notification information.  The update will flag the services at the Premises so that if a fault is reported at the Premises, the Notification Event can be communicated to the customer who may be inquiring about the fault, whether that customer is a Wholesale Customer or a retail customer.  The update in SIIAM will automatically trigger a corresponding update of LinxOnline Service ( <b>LOLS</b> ). Wholesale Customers can access key information about the Notification Event through LOLS.	Telstra help desk	Assurance system
5 Notify Telstra Wholesale	Telstra help desk staff will then advise the designated Telstra point of contact for Telstra Wholesale of the Notification Event. This notification will occur via email to an established Telstra Wholesale email address. After the email is sent the NTT update is completed.	Telstra help desk	Telstra Wholesale contact Point

Steps	Description	Initiating Party	Receiving Party
6 Telstra notify Wholesale Customer	<p>The Telstra Wholesale point of contact will organise for the Wholesale Customer to be advised that the Pull Through Exception Event occurred.</p> <p>Telstra will notify the Wholesale Customer as soon as reasonably practicable, but in any event, within 2 Business Hours of Telstra being advised by NBN Co of a Notification Event to the Telstra help desk during its hours of operation as described below, in at least 90% of cases, and within 4 Business Hours in all remaining cases.</p> <p>Telstra will advise the Wholesale Customer of the Notification Event and the fault reference number or the FNN, and will direct the Wholesale Customer to LOLS for details of the Notification Event.</p> <p>The details of the Notification Event available to the Wholesale Customer on LOLS will contain all the relevant information from SIAM set out in 4(b) above.</p>	Telstra Wholesale point of contact	Telstra Wholesale Customer
7 Acknowledgement	The Telstra Wholesale Customer will then acknowledge receipt of notification from Telstra and proceed to initiate their customer communications.	Telstra Wholesale Customer	Telstra Wholesale
8 Record contact	Telstra will record and store all advices to and from Telstra Wholesale customers about Notification Events in accordance with Telstra's record keeping practices.	Telstra Wholesale	Telstra Wholesale database

- (g) Diagram 1 below is a flow diagram which illustrates the communications process for Pull Through Exception Events from end to end.

Diagram 1



\*Note the process for notification may vary in order to meet the timeframe. Telstra will endeavour to use its BAU process to communicate Notification Events and will work with Wholesale Customers over time to determine an appropriate communications process that is designed to meet the 2 Business Hour timeframe.

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## 5 Equivalence

- (a) Telstra's process to notify a Wholesale Customer of a Notification Event will be equivalent as between Wholesale Customers and Telstra's Retail Business Units in respect of Telstra updates to the fault reporting databases, which automatically create a fault record in LOLS.
- (b) The step to notify a Wholesale Customer of a Notification Event (as set out in step 6 of Table 1 in paragraph 4(f) of this Required Measure 1(b)) is a notification made to Wholesale Customers only, and is in addition to any notification of a Pull Through Exception Event to a Telstra Retail business unit.

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## 6 Reporting

Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26.2 of the Plan, the information set out in clause 26 of the Plan.



## Required Measure 4 – Process for Telstra to Build Copper Paths at Premises which had been Permanently Disconnected, in order to Supply Special Services and Special Service Inputs to that Premises

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### 1 Background

Under the Varied Plan, Telstra:

- (a) is subject to cease sale obligations and required to commence disconnecting Copper Services on a region by region basis approximately 18 months after the Ready for Service Date for each Rollout Region;
- (b) may continue to accept new orders for, and continue to supply, each SS Class of Direct Special Service and ULLS as a Special Service Input certified by a Wholesale Customer under clause 22.6 or 22.7 of the Varied Plan, in respect of a Premises which is Passed in a Rollout Region even where a Premises becomes serviceable by the NBN after the Disconnection Date for the relevant Rollout Region, up until the Disconnection Date for the relevant SS Class.

This Required Measure 4 sets out the specific processes Telstra will use to build Copper Paths at Premises which have been Permanently Disconnected, in order to supply Direct Special Services or Special Service Inputs to its Retail and Wholesale customers.

#### 1.2 Scope of this Required Measure

- (a) This Required Measure 4 only applies where Telstra receives an order for the supply of a new Direct Special Service or a Special Service Input for the applicable SS Class prior to the Disconnection Date for that SS Class, in respect of Premises that are already Permanently Disconnected by having all Copper Paths to the Premises disconnected in accordance with Schedule 5.
- (b) The scope of this Required Measure 4 is limited to the building of the logical Copper Path (including reconnection of jumpers where necessary) for the purposes of supplying an ordered Direct Special Service or Special Service Input to a Premises, including where, if control of the relevant copper infrastructure has been transferred to NBN Co, Telstra has obtained the necessary rights from NBN Co to use that infrastructure, essentially by reversing the set of characteristics that constitute Permanent Disconnection.
- (c) In the event that the removal and/or decommissioning of physical copper infrastructure which Telstra continues to control becomes part of the standard process for Permanently Disconnecting a Copper Path, Telstra will develop additional processes to address the requirement and will submit a variation of this Required Measure 4 to the ACCC for approval.
- (d) If an order has been placed for a Direct Special Service or a Special Service Input at a Premises which has had a service cancelled but the Copper Path has not been Permanently Disconnected, the order will be processed through Telstra's business as usual connection processes and the processes set out in this Required Measure 4 will not apply.
- (e) Nothing in this Required Measure:

- (i) requires Telstra to supply a Direct Special Service or a Special Service Input after the Disconnection Date for the relevant SS Class to which it relates;
  - (ii) requires Telstra to remove or decommission the physical Copper Line (over which the Copper Path is built) as part of this process;
  - (iii) prevents Telstra from reconnecting a Premises that has been permanently disconnected in error, where this is permitted by the Varied Plan and subject to agreement with NBN Co; or
  - (iv) where the relevant copper infrastructure which will service the Premises has been transferred to NBN Co, provides that Telstra will build a Copper Path or keep it connected unless Telstra is able to obtain and continues to benefit under a continuity licence and other relevant rights from NBN Co in respect of that infrastructure.
- (f) Ordinary design, construction and installation of new Copper Lines forming part of Telstra's business as usual maintenance program is not a matter which relates to building a Copper Path, as contemplated by clause 22.2 of the Varied Plan, and is not included within the scope of this Required Measure 4.
- (g) By virtue of the Multi Technology Mix (MTM) approach, in order to accept new orders for and continue to supply Direct Special Services and Special Service Inputs, Telstra will request a licence from NBN Co to use Copper Paths in circumstances where transfer of the relevant copper infrastructure has taken place. This Required Measure 4 will outline the processes and procedures in those circumstances, up to the point at which Telstra requests the grant of a licence from NBN Co, and will continue from where such a licence has been granted. This Required Measure 4 does not include any of NBN Co's processes to prepare or grant a requested licence.

### 1.3 Definitions

- (a) A term or expression starting with a capital letter which is not defined in this Required Measure 4, has the meaning given in the Varied Plan or the Undertaking, as applicable.
- (b) In this Required Measure 4, the following terms have the meanings set out below unless the context requires otherwise:

**"Asset Transfer Date"** means the date on which ownership and control of the relevant copper infrastructure has passed from Telstra to NBN Co.

**"Permanently Disconnected"** occurs in respect of a Copper Path connecting a Premises that is Passed, when and for so long as the conditions specified in Schedule 5 apply in respect of that Copper Path.

**"Network Boundary Point"** means:

- (i) where Telstra continues to own the relevant Copper Line and other infrastructure which connects Premises to the Telstra exchange serving that Premises, the boundary of a telecommunications network at or for the Premises determined in accordance with the Telecommunications Act 1997 (Cth); and

- (ii) if ownership of the Copper Line which connects Premises has been transferred to NBN Co, the point at which the copper network Telstra continues to own interconnects with the relevant copper network transferred to NBN Co.

“**Cutover**” means the action taken by Telstra to complete the provisioning of a ULLS.

“**Cutover Notification**” means a request from the gaining Wholesale Customer to Telstra to complete a ULLS request.

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## 2 Application

For clarity this Required Measure 4 applies to the Copper Network only.

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## 3 The process for building Copper Paths

### 3.1 Equivalence in the approval process

Telstra will ensure that the Telstra personnel providing authorisation for a Copper Path that has been previously Permanently Disconnected to be rebuilt will use an equivalent process in respect of the receipt of the request for approval, consideration of the request and provision of the decision, regardless of whether the request for a Direct Special Service or Special Service Input relates to a Wholesale Customer or a Retail customer.

### 3.2 Utilisation of Existing Processes

This Required Measure 4 builds on Existing Processes that are used in the supply of the relevant services, with the following modifications:

- (a) Each order for a Direct Special Service or Special Service Input to a Premises will be assessed as part of the initial order acceptance process to determine if:
  - (i) the Premises is within the Fixed Line Footprint;
  - (ii) the order is received before the Disconnection Date for the SS Class to which the particular Direct Special Service or Special Service Input belongs; and
  - (iii) the Premises has been Permanently Disconnected.
- (b) Telstra will undertake a modified provisioning process to build the Copper Path required for a Direct Special Service or Special Service Input on Telstra’s side of the applicable Network Boundary Point by varying the status of the Copper Path in Telstra’s NPAMS data system from:
  - (i) “V” (indicates that a cable pair is vacant);
  - (ii) to “W” (indicates that a cable pair is pending connection and is associated with an outstanding service order); and
  - (iii) then to “C” (indicates that a cable pair is connected),

and performing any associated jumpering activities (other than any jumpering that NBN Co is responsible for carrying out at the Network Boundary Point between Telstra and NBN Co).

- (c) Telstra obtaining and continuing to benefit from a continuity licence from NBN Co, where relevant.
- (d) All other steps in the activation and provisioning process reflect Existing Processes for the provisioning of a new service of that type.

**3.3 Line Sharing Service (LSS)**

- (a) The Varied Plan prevents Telstra from supplying a new PSTN service to a Premises which has been Permanently Disconnected. Accordingly, Telstra will supply ULLS as the Special Service Input under this Required Measure. If Telstra receives an order from a Wholesale Customer for the rebuilding of a Copper Path in order to supply LSS as a Special Service Input, Telstra will:
  - (i) reject the order for a LSS from the Wholesale Customer;
  - (ii) inform the Wholesale Customer that the order has been rejected and suggest that the Wholesale Customer order a ULLS;
  - (iii) request a continuity licence from NBN Co, where relevant; and
  - (iv) provision a ULLS upon receipt of the Wholesale Customer’s order, in accordance with Telstra’s Business as Usual process (subject to Telstra, if required, obtaining a continuity licence from NBN Co).
- (b) For clarity, Telstra is not able to provision an order for LSS for use as a Special Service Input as LSS requires an underlying active PSTN service in order to be provisioned.

**3.4 Primary Telstra Provisioning Systems for Special Service orders**

- (a) Telstra’s primary provisioning systems used to order Special Services and Direct Special Services / Special Service Inputs are set out in Table 1 below:

**Table 1.  
Primary provisioning systems and Direct Special Services/Special Service Inputs**

Primary provisioning system	Direct Special Services / Special Service Inputs
AMCO/TCSS	DDS Fastway (if 2Mbit/s component required)* Frame Relay (if 2Mbit/s component required)* Data Access Radial (if 2Mbit/s Component required)* Wholesale ATM (over copper) Megalink Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service ISDN 10/20/30
RASS	Ethernet Lite BDSL VGDL DDS Low speed

Primary provisioning system	Direct Special Services / Special Service Inputs
	DDS Fastway Frame Relay CustomNet Spectrum Data Access Radial Wholesale Business DSL ATM (Rebill)
Emptor/AXIS	ISDN 2 STS / ADSL / ADSL 2+ (only for the supply of Remote Telemetry or Telstra Secure) Telstra Traffic Light Services Customer Operated Payphones Retail ATM (over copper) Payphones (retail)
ULLCIS/AXIS	ULLS
<i>*The systems used to provision DDS Fastway, Frame Relay and Data Access Radial services vary based on the level of bandwidth required. At bandwidth of 2Mbps and above, these services are typically provided using fibre rather than copper.</i>	

- (b) In each case, the only substantive difference in the process used for provisioning Direct Special Service orders from Retail Customers and Direct Special Service orders from Wholesale Customers or Special Service Inputs orders from Wholesale Customers is the front-end process by which the order is received, and the particular processes by which Telstra communicates to the customer.
- (c) The ULLS provisioning process uses a wholesale-only process, which is different in a number of respects from that used to supply Direct Special Services (whether to Retail Customers or Wholesale Customers). Each process is outlined in Attachment A below.
- (d) The processes by which Telstra will build a Copper Path in accordance with clause 22.2 of the Varied Plan in respect of each of the systems listed above is set out in Schedule 1.

### 3.5 Equivalence in process timing

To the extent that a process in Schedule 1 for rebuilding Copper Paths is used to supply orders for the same type of Direct Special Service to both Wholesale Customers and Retail Customers, Telstra will ensure that where the work is undertaken by Telstra and is of an equivalent nature, the processes Telstra will use to rebuild the copper path to provision an order for a Direct Special Service will be conducted in an equivalent manner for Wholesale Customers and Retail Customers for that type of Direct Special Service.

## 4 Reporting

- (a) Telstra will include in its confidential Migration Plan Compliance Report provided to the ACCC on a quarterly basis under clause 26.2 of the Plan, the information set out in clause 26 of the Migration Plan.

## Attachment A - Processes for building Copper Paths

## 5 Ordering and provisioning of Direct Special Services

This section outlines the processes by which a Copper Path will be reconnected in order to provision a Direct Special Service.

- (a) Telstra uses three types of primary provisioning systems to supply Direct Special Services, namely AMCO/TCSS, RASS and EMPTOR/AXIS. The Direct Special Services provisioned over each primary provisioning system is outlined in section 3, Table 1 above.
- (b) Except for the type of primary provisioning system used to initiate the Direct Special Service order, the procedures outlined below are the same across all Direct Special Services, unless expressly stated otherwise.
- (c) Each primary provisioning system has a different “originator”, with responsibility for provisioning and completing the Direct Special Service order. Each originator is located in the Customer Service Delivery team in Telstra Operations.

Primary provisioning system	Originator
AMCO/TCSS	Wideband Team
RASS	Special Services Design
EMPTOR/AXIS	Wireline Activation Solutions

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive an order for a Direct Special Service	An order is received from a customer into the customer facing business unit (Wholesale or Retail). A customer service representative reviews the order to ensure that all details are completed and enters the order into the relevant primary provisioning system.	Customer	Customer facing business unit
1.2	Perform pre-appraisal	Orders are pre-appraised to ensure the order meets relevant requirements, including: <ul style="list-style-type: none"> <li>the Premises is in the Fixed Line Footprint;</li> </ul>	Relevant originator	N/A

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		<ul style="list-style-type: none"> <li>the order has been placed prior to the Disconnection Date for the relevant SS Class; and</li> <li>the Premises has been Permanently Disconnected.</li> </ul>		
1.3	Order appraisal	<p>Following successful pre-appraisal, orders are then appraised to ensure the infrastructure up to the Telstra side of the Network Boundary Point is suitable to support the Direct Special Service ordered.</p> <p>Where the Network Boundary Point at or for the Premises specified in the order is the boundary of network controlled by Telstra (i.e. no Asset Transfer of the Copper Lines connecting that Premises has taken place), Telstra is able to complete an infrastructure suitability assessment in full. Processes to complete an order where Telstra retains control of the infrastructure connecting the Premises are outlined in steps 1.4 and 1.5 below.</p> <p>During order appraisal, if the order is requested for Premises in respect of which Asset Transfer has taken place, NPAMs will identify the need for a continuity licence to be requested from NBN Co. In this scenario, Telstra is dependent on NBN Co granting and continuing to provide a continuity licence to fulfil the order and to continue to provide the Copper Path. The process for requesting a continuity licence is outlined in step 1.6 and 1.7 below.</p> <p>For clarity, depending where the Network Boundary Point is located with respect to the Premises in the order, all steps in 1.4 through to 1.8 may be required to fulfil the order.</p> <p>Note: Orders will only proceed to the next stage if there is sufficient infrastructure in place to fulfil the order for the requested service. (Situations where new infrastructure is required to be built, whether by Telstra or NBN Co, are outside the scope of this Required Measure).</p>	Relevant originator	Network Construction

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.4	Obtain senior management approval	<p>If the Premises has been determined to be in the NBN Fixed Line Footprint in a Rollout Region, that has been Permanently Disconnected, and the order is received prior to the Disconnection Date for the relevant SS Class, approval from Telstra personnel at Director level or principal (principal accountable for disconnection protocols) within InfraCo or higher, from a non-Retail BU, is required.</p> <p>Upon Director level or principal (principal accountable for disconnection protocols) within InfraCo or higher assessment and approval, the NBN Disconnections Group will reverse the Permanent Disconnection and authorise usage of the specific Copper Path required for the order.</p> <p>Note: Any Copper Paths in respect of which Asset Transfer has occurred will require, in addition to this approval process, the additional step of a continuity licence (process outlined in steps 1.6 to 1.8 below).</p>	Relevant originator	Senior Management (in a Business Unit that is not a Retail Business Unit)
1.5	Update information in network IT systems	For all Copper Paths (or, if Asset Transfer has occurred, that part of the relevant Copper Path over infrastructure which Telstra controls) assessed and approved in step 1.4 above, the status is changed in NPAMS from "V" to "W" and all Copper Paths are allocated to the order.	Network Construction	Network Database Team
1.6	Prepare continuity licence request	<p>If during the order appraisal in step 1.4 the relevant originator identifies that a continuity licence is required, they will raise a request with the Telstra Continuity Team. The Telstra Continuity Team is located in Telstra Operations and handles all requests for continuity licences in accordance with step 1.7.</p> <p>The relevant originator populates the technical requirements of the continuity licence according to the Direct Special Service order, for example;</p> <ul style="list-style-type: none"> <li>• if bonding is required</li> </ul>	Relevant originator	Telstra Continuity Team



<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		<ul style="list-style-type: none"> <li>• if non-interference is required</li> <li>• linking multiple related licence requests</li> </ul>		
1.7	Request continuity licence from NBN Co	<p>All continuity licence requests (originating from either Wholesale or Retail) are placed into a queue and actioned equivalently by The Telstra Continuity Team, based on the timestamp associated with the request. Continuity licence requests are processed through the Continuity Service Portal, a B2B portal designed to facilitate and provision continuity licences between Telstra and NBN Co.</p> <p>While the Direct Special Service order is awaiting continuity licence determination, it is placed in a held queue.</p>	Telstra Continuity Team	NBN Co
1.8	NBN Co continuity licence determination	<p>NBN Co updates the status of a continuity licence request via the Continuity Service Portal, which is monitored by the Telstra Continuity Team.</p> <p>If a continuity licence is granted for the Copper Path(s) required by the Direct Special Service order, the Telstra Continuity team records the licence number and releases the order from the held queue. Telstra Continuity Team alerts the relevant originator and they push the order through the steps outlined below.</p> <p>If the continuity licence is delayed or rejected by NBN Co, the reason for the delay or rejection is relayed to the relevant originator who will in turn, inform the relevant customer facing Business Unit who will inform the customer. If the reason for the delay or reject can be remedied (for example additional information provided or correction of wrong information) the originator is contacted with a request for this information and the relevant customer facing Business Unit will contact the relevant retail or wholesale customer to the extent necessary to remedy the reason for delay.</p>	NBN Co	Telstra Continuity Team

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		Note: If NBN Co determine there is an infrastructure shortfall, it will be NBN Co's responsibility to determine the circumstances in which and the process by which it will proceed to determine the feasibility of providing new infrastructure. This process is outside the scope of this Required Measure.		
1.9	Perform field work	<p>Where Telstra owns the local access line, being the Copper Line connected to the Premises, Telstra Communication Technicians (CT) complete all required jumpering activities at the Exchange, Pillar/Cabinet or Premises, as required. Any equipment required at the Exchange or Premises is installed and tested to ensure it is working within the parameters required to run the Direct Special Service.</p> <p>Note: if Asset Transfer has occurred, NBN Co is responsible for jumpering across the Network Boundary Point between the infrastructure controlled by Telstra and the infrastructure controlled by NBN Co, unless the Network Boundary Point is at the tags on the line side blocks of the Telstra exchange, in which case Telstra will be responsible for jumpering across the Network Boundary Point.</p>	Network Construction/ Contractors	N/A
1.10	Perform activation tasks	Activation and final testing is carried out, ensuring all software/configuration and related service orders are complete. The customer facing Business Unit notifies the customer regarding completion and handover of the services.	Network Construction/ Contractors	Customer facing business unit
1.11	Update information in network IT systems	Once finalised, any Copper Paths authorised for use in the provision of the Direct Special Service (as per step 1.4 above), will be updated in NPAMs from "W" to "C".	Network Construction	Network Database Team
1.12	Finalise Direct Special Service order	Check the accuracy of the order and process the order to archive to billing.	Customer facing business unit	End

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
	and update billing	<p>Check for fee for service charges and if applicable, process the charges so that the Customer is invoiced.</p> <p>Generate completion advice where required, which is then forwarded to the Customer/Project Manager/Account Executive confirming activation has been provided.</p> <p>The order will then download the billing information to the Telstra Billing System.</p>		

## 6 Ordering and provisioning of ULLS as a Special Service Input

This section sets out the process by which a Copper Path will be reconnected in order to provision a Special Service Input to the Wholesale Customer seeking access (the Access Seeker). The relevant Special Service Input in this case is the ULLS.

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
1.1	Receive a new ULLS	<p>ULLS Notification is received from the Access Seeker via batched file. The file is validated against the various systems/tables.</p> <p>Once the system completes all validations successfully, the system will allocate a unique ULL Service Number or reject the order.</p>	Access Seeker	ULLCIS (System)
1.2	Perform Pre-SQ Number allocation	<p>Allocate a Full National Number (FNN) prior to performing service qualification (SQ).</p> <p><b>NOTE:</b> This will enable the Wireline Activation Solution (WAS) team, after a successful SQ, to reserve the Cable details, where relevant, which in effect reserves the cable prior to order issue. This will ensure that the cable identified is not 'lost' in between the SQ stage and order issue stage.</p>	ULLCIS (System)	ULLCIS
1.3	Perform Service Qualification	<p>The system will conduct a SQ to establish that the ULLS can be provided. The request will fall to manual process for the WAS staff to complete, due to the Premises being in the Fixed Line Footprint. WAS will check if:</p> <ul style="list-style-type: none"> <li>the Premises is in Fixed Line Footprint;</li> <li>the order has been placed prior to the Disconnection Date for the relevant SS Class; and</li> <li>the Premises has been Permanently Disconnected.</li> </ul> <p>If Asset Transfer of the relevant copper infrastructure has not taken place, the SQ is able to make an assessment in full (i.e. from the relevant exchange to Telstra's Network Boundary Point at or</p>	Wireline Activation Solution Staff /ULLCIS	N/A

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		<p>for the Premises) and if suitable Copper Paths are identified, the order will proceed to step 1.4 below.</p> <p>If Asset Transfer has taken place, the SQ will only be able to determine suitability up to the Network Boundary Point between Telstra and NBN Co upstream from the Premises. In these circumstances, Telstra will seek an SQ from NBN Co in relation to any relevant copper infrastructure beyond the Network Boundary Point. If Asset Transfer has occurred, Telstra is dependent on NBN Co to provide and maintain a continuity licence to fulfil the order and to continue to provide the service (as outlined in steps 1.6 below).</p> <p>For clarity, depending where the Network Boundary Point is located with respect to the Premises in the order, all steps in 1.4 through to 1.8 may be required to fulfil the order.</p> <p>Note: Orders will only proceed to the next stage if there is sufficient infrastructure in place (including of NBN Co's if Asset Transfer has taken place) to fulfil the order for the requested service.</p>		
1.4	Obtain Senior Management approval	<p>If the Premises has been determined to be in the NBN Fixed Line Footprint in a Rollout Region, that has been Permanently Disconnected, and the order is received prior to the Disconnection Date for the relevant SS Class, approval from Telstra personnel at Director level or <b>principal (principal accountable for disconnection protocols) within InfraCo or</b> higher (from a non-Retail BU) is required. Upon Director level or <b>principal (principal accountable for disconnection protocols) within InfraCo or</b> higher assessment and approval, the NBN Disconnections Group will reverse the Permanent Disconnection and authorise usage of the specific Copper Path required for the order.</p>	Wireline Activation Solution Staff	Senior Management (in a Business Unit that is not a Retail Business Unit)

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		Note: Any Copper Paths that have been transferred to NBN Co will require, in addition to the above authorisation, a continuity licence (process outlined in steps 1.6 to 1.8 below).		
1.5	Update information in network IT systems	For all Copper Paths assessed and approved in step 1.4 above, the status is changed in NPAMS from “V” to “W” and all Copper Paths are allocated to the order.	Wireline Activation Solution Staff	Network Database Team
1.6	Prepare continuity licence request	<p>If during the SQ in step 1.4 the Wireline Activation Solution Staff identify that a continuity licence is required, they will raise a request with the Telstra Continuity Team. The Telstra Continuity Team is located in Telstra Operations and handles all requests for continuity licences in accordance with step 1.7.</p> <p>The Wireline Activation Solution Staff populate the technical requirements of the continuity licence according to the Special Service Input order, for example;</p> <ul style="list-style-type: none"> <li>• if non-interference is required linking multiple related licence requests</li> </ul>	Wireline Activation Solution Staff	Telstra Continuity Team
1.7	Request continuity licence from NBN Co	<p>All continuity licence requests (originating from either Wholesale or Retail) are placed into a queue and actioned equivalently by The Telstra Continuity Team, based on the timestamp associated with the request. Continuity licence requests are processed through the Continuity Service Portal, a B2B portal designed to facilitate and provision continuity licences between Telstra and NBN Co.</p> <p>While the Special Service Input order is awaiting continuity licence determination, it is placed in a held queue.</p>	Telstra Continuity Team	NBN Co
1.8	NBN Co continuity licence determination	NBN Co updates the status of a continuity licence request via the Continuity Service Portal, which is	NBN Co	Telstra Continuity Team

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		<p>monitored by the Telstra Continuity Team.</p> <p>If a continuity licence is granted for the Copper Path(s) required by the Special Service Input order, the Telstra Continuity team records the licence number and releases the order from the held queue. Once released from the held queue, Telstra Continuity Team alerts the Wireline Activation Solution Staff who push the order through the steps outlined below.</p> <p>If the continuity licence is delayed or rejected by NBN Co, the reason for the delay or rejection is relayed to the Wireline Activation Solution Staff and the Wholesale Business Unit will inform the Access Seeker. If the reason for the delay or rejection can be remedied (for example additional information provided or correction of wrong information) the Wireline Activation Solution Staff which, if required, will contact the Wholesale, who will in turn contact the Access Seeker with a request for this information.</p>		
1.9	Confirm ULL Notification	ULLCIS will send a Confirmation Advice to the Access Seeker. The Access Seeker has five clear business days from receipt of the Confirmation Advice to confirm the request to proceed by submitting a Cutover Notification.	ULLCIS	ULLCIS
1.10	Send/Receive Cutover Notification	<p>Cutover Notification is received via batched electronic file. The following then occurs:</p> <ul style="list-style-type: none"> <li>• Check that an active ULLS Notification exists for the same Access Seeker.</li> <li>• Based on the Band/POI, check that cutover date falls within the lead-time.</li> <li>• Check if a valid Customer Authority (CA) signed Date exists for the Request.</li> </ul>	Wireline Activation Solution Staff /ULLCIS	WCTA Staff /ULLCIS

<u>Step</u>	<u>Task Name</u>	<u>Task Description</u>	<u>Initiating Party</u>	<u>Receiving Party</u>
		If valid, the system automatically creates an appointment and generates a Confirmation advice to the Access Seeker.		
1.11	New ULL order updated	ULLCIS updates the ULL order with the Access Seeker requested Appointment.	WCTA Staff/ULLCIS	WCTA Staff/ULLCIS
1.12	Cutover Notification complete	<p>At Cutover, if Asset Transfer has not occurred, the Technician will build the ULL path at the Exchange Service Area, and then attend the End User site to complete the ULL. If it is determined that a service Lead-in is required and Asset Transfer has not occurred, the technician would follow the BAU process for "New lead-in, reactive on the day associated with a new service order". Once completed the Technician will book off the ticket of work and advise the WAS team. The system will monitor order completion on customer required date and auto-complete the Cutover Notification. A Completion Advice is submitted to the Access Seeker.</p> <p>If Asset Transfer has occurred, the processes in this step will be handled by NBN Co, who will notify the Telstra Continuity Team of completion via the Continuity Service Portal.</p>	Wireline Activation Solution Staff /ULLCIS	Customer Service Rep
1.13	Order complete	Orders will download to Telstra Billing Systems automatically on completion and bill accordingly. Any relevant charges need to be manually updated. Change status in NPAMs from "W" to "C".	ULLCIS	End



# Required Measure 5(A) – Disconnection Process for Special Services and Special Service Inputs for the Ethernet Lite BDSL and Wholesale Business DSL Access Service Families

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## 1 Background

Telstra has announced that it has decided to exit Ethernet Lite BDSL and Wholesale Business DSL (W-BDSL) Products across all geographic regions for Wholesale Customers and Retail Customers due to the products no longer being commercially viable. Telstra intends that the product exits will occur in line with the NBN fixed network rollout until the final exit date applicable to the relevant Access Service Family occurs.

Consistent with Telstra's product exit announcement, Telstra will apply a 'stop sell' across the affected Access Service Families. This Required Measure 5(A) applies to the Access Service Families W-BDSL and Ethernet Lite and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered Access Service Families**). Therefore, the 'stop sell' and Final Sunset Exit arrangements in this Required Measure 5(A) apply to all SS Classes in the W-BDSL and Ethernet Lite BDSL Access Service Families, irrespective of the geographic region in which the Service is located or the access technology used or proposed to be used to connect these services to the nbn.

This Required Measure 5(A) also sets out the disconnection processes which only apply to:

- (a) the Wholesale Business DSL (W-BDSL) (P), (B) and (N) and Ethernet Lite BDSL (P), (B) and (N) Special Service Class(es) and Special Service Inputs that are Service Equivalent to those Special Service Class(es) (**FTTP, B and N BDSL Products**); and
- (b) The Wholesale Business DSL (W-BDSL) (C) and Ethernet Lite BDSL (C) Special Service Class(es) and Special Service Inputs that are Service Equivalent to those Special Service Class(es) (the **FTTC BDSL Products**).

(referred to together in this Required Measure 5(A) as the **Covered SS Classes**) in the W-BDSL and Ethernet Lite BDSL Access Service Families.

In accordance with clause 22.17 and clause 22.1(b) of the Plan respectively, the Disconnection Date for the Covered SS Classes are:

- (a) 12 November 2018, for the FTTP, B and N BDSL Products; and
- (b) 22 July 2022 for the FTTC BDSL Products,

each a **Special Services Disconnection Date**.

The Disconnection Date for the:

- (a) FTTP, B and N BDSL Products was triggered by NBN Co issuing the White Paper titled 'Temporary Special Services White Paper Ethernet-Lite and Wholesale BDSL on the nbn™ Ethernet Bitstream Service' on 30 September 2015; and
- (b) FTTC BDSL Products has been triggered by NBN Co issuing the White Paper titled 'Temporary Special Services White Paper Ethernet-Lite and Wholesale BDSL on nbn™ Ethernet' on 18 July 2019.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(A) apply to services in the Covered SS Classes only.

In this Required Measure 5(A), Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date which is on or before the relevant Special Disconnection Date (and which do not fall within one of the exceptions set out below) are referred to as “**Covered Special Services**”.

For the avoidance of doubt:

- (a) the Disconnection Date for any remaining W-BDSL and Ethernet Lite BDSL Products and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final Sunset Exit Date; and
- (b) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered Access Service Families is the Final Sunset Exit Date (including those not in the Covered SS Classes but that are still within the Covered Access Service Families).

The Final Sunset Exit Date has been triggered for the Products in the Covered Access Service Families because the aggregate volumes of these Direct Special Services and Special Service Inputs mean that it is no longer commercially viable for Telstra to support the product.

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## 2 Application

### 2.1 Application of this Required Measure 5(A)

- (a) For clarity, some of the disconnection processes in this Required Measure 5(A) only apply to the Telstra Services Ethernet Lite BDSL (P), (N), (B) and (C) and Wholesale Business DSL (W-BDSL) (P), (B), (N) and (C) Special Service Classes within each of the Ethernet Lite BDSL and Wholesale Business DSL (W- BDSL) Access Service Families. However, this Required Measure also has provisions dealing with disconnection and the processes for product exits that apply to all Special Service Class(es) in the in the W-BDSL and Ethernet Lite BDSL Access Service Families (see for example clause 3.2).
- (b) Telstra supplies various products to Wholesale Customers that fall within the Covered SS Classes, including: WBDSL, BDAS Lite, BDAS Standard and Ethernet Access over Copper. Special Service Inputs that have been certified by Wholesale Customers using the code HE/NE (Business DSL) – and have an Access Technology of (P), (N), (B), (C) are the Special Service Inputs that fall within the Covered SS Classes under this Required Measure 5(A).
- (c) Telstra supplies various products to Retail customers that fall within the Covered SS Classes under this Required Measure 5(A), including: Connect IP Ethernet Lite, Business IP Ethernet Lite, Ethernet Lite, Business Performance Network Ethernet Lite, Connect IP Telephony Ethernet Lite, GBIP Ethernet Lite, IP COIN and 1-Touch Video, TID Ethernet Lite/BDSL and TBB Ethernet Lite.

## 2.2 Exceptions to this Required Measure 5(A)

- (a) The following are exceptions to the White Paper Disconnection Process in this Required Measure 5(A):
  - (i) any Access Service Families other than Wholesale Business DSL (W-BDSL) and Ethernet Lite BDSL;
  - (ii) subject to clause 3.2, Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A-end or the Premises at the B end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan; and
  - (iii) subject to clause 3.2, Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

## 2.3 Application of this Required Measure 5(A) is dependent on data from NBN Co and may be subject to change

- (a) The application of the cease sale, order stability period and managed disconnection processes in this Required Measure 5(A) to a particular Premises within a Rollout Region are based on the most current information Telstra has received from NBN Co. This information relates to the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time the relevant assessment under this Required Measure is made. The application of this Required Measure 5(A) to a particular Premises may subsequently change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection Date for the SS Classes

### 3.1 Disconnection Date for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered Special Service is the relevant Special Services Disconnection Date as set out in clause 1 of this Required Measure 5(A).
- (b) Subject to clauses 3.1(c) and (d) and clause 3.2 of this Required Measure 5(A), if the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region, in accordance with clause 22.8 and 22.9 of the Plan.
- (c) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect

the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure.

- (d) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Delayed Access Technology Notification) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure.

### 3.2 Final Exit Date

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in the Covered Access Service Families on a national basis, across both Telstra Wholesale and Telstra Retail Business Units. This means that Direct Special Services and Special Service Inputs in a Covered Access Service Family that are not already disconnected at the Final Sunset Exit Date will be exited at the Final Sunset Exit Date and those services will be exited, irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposed to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
  - (iii) whether NBN Co introduced a new type of Access Technology to make Premises NBN Serviceable,

#### **(Final Sunset Exit).**

- (b) The date for the Final Sunset Exit of the Covered Access Service Families is 31 August 2022 (**Final Sunset Exit Date**). This means that all Services within the Covered Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be exited at the Final Sunset Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(A), irrespective of:
  - (i) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (ii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iii) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs of a Covered Access Service Family terminates at an MDU Common Area.

- (c) As required by the Plan, the Final Sunset Exit Date is the same in respect of Retail Customers and Wholesale Customers.
- (d) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final Sunset Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

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## 4 Commencement of stop sell and cease sale for Special Services and Special Service Inputs

### 4.1 'Stop sell' for the Covered Access Service Families

- (a) On and from 15 May 2021, Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered Access Service Family. For the avoidance of doubt, this includes any Direct Special Services and Special Service Inputs that are Service Equivalent to those Direct Special Services in a Covered Access Service Family for which the Cease Sale Commencement Date in a particular Rollout Region has not yet occurred.

### 4.2 The SS Cease Sale Period for the Covered SS Classes

The SS Cease Sale Period for:

- (a) FTTP, B and N BDSL Products, is the period commencing on and from 12 May 2018 up until the Special Services Disconnection Date for the FTTP, B and N BDSL Products; and
- (b) FTTC BDSL Products, subject to clause 4.1, is the period commencing on and from 24 January 2022 up until the Special Services Disconnection Date for the FTTC BDSL Products.

### 4.3 Commencement of cease sale

- (a) **SS/SSI in a Rollout Region which is already subject to cease sale (prior to commencement of a SS Cease Sale Period)**

In a Rollout Region whose Cease Sale Commencement Date occurred:

- (i) before commencement of the SS Cease Sale Period in clause 4.1(a) of this Required Measure 5(A) for FTTP, B and N BDSL Products (i.e. the Rollout Region is already subject to cease sale before 12 May 2018), Telstra will not supply new Direct Special Services or Special Service Inputs in a FTTP, B and N BDSL Products Covered SS Class after commencement of the SS Cease Sale Period; and
- (ii) before commencement of the SS Cease Sale Period in clause 4.2(b) of this Required Measure 5(A) for FTTC BDSL Products and any remaining Special Services or Special Service Inputs in a Covered Access Service Family (i.e. the Rollout Region is already subject to cease sale before 15 May 2021), Telstra will not supply new Direct Special Services or Special Service Inputs after 15 May 2021.

- (b) **SS/SSI in a Rollout Region which only becomes subject to cease sale during or after a SS Cease Sale Period**

Subject to clause 3.2 and clause 4.1(a), in a Rollout Region whose Cease Sale Commencement Date occurs during or after the SS Cease Sale Period in clause 4.1 of this Required Measure 5(A), Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered SS Class after the Cease Sale Commencement Date (i.e. cease sale applies from the ordinary Cease Sale Commencement Date for the Rollout Region).

#### **4.4 Equivalent application of cease sale and stop sell to Wholesale Customers**

The relevant SS Cease Sale Period, the Cease Sale Commencement Date and the 'stop sell' date set out in clause 4.1(a) will commence on the same date, be of the same duration and will apply in the same manner, irrespective of whether the customer is a customer of a Retail Business Unit or of Wholesale Business Unit.

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## **5 SS Order Stability Period and no moves or changes**

### **5.1 Commencement of the SS Order Stability Period**

- (a) Subject to clause 5.1(c) of this Required Measure 5(A), Telstra will apply an SS Order Stability Period from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the date that the Covered Special Service is required to be disconnected during the SS Principal Disconnection Window.
- (b) Subject to clause 3.2 of this Required Measure 5(A), if a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any SS Order Stability Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a SS Order Stability Period.
- (c) Subject to clause 3.2 of this Required Measure 5(A), if the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(A) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(A).

### **5.2 Exceptions to the SS Order Stability Period**

During the SS Order Stability Period for the Covered SS Classes, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input, except:

- (a) orders for disconnection of Covered Special Services (including service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and

- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

### **5.3 No moves or changes for all remaining Copper Services before the Final Sunset Exit**

For all remaining Copper Services in the Covered Access Service Families that are subject to the Final Sunset Exit disconnection arrangements outlined in clause 11, for a period commencing on and from 20 Business Days before the Final Sunset Exit Date, Telstra will not process any order types it receives in respect to moves, adds or changes, except:

- (a) orders for disconnection of Covered Special Services (including orders for exchange based barring or service requests which result in or are associated with disconnection);
- (b) to the same extent order types listed in Attachment A are permitted for the SS Order Stability Period; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

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## **6 Communication with Wholesale Customers prior to Disconnection Date for the SS Class**

### **6.1 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date**

Subject to clauses 9.3 and 9.3A of this Required Measure 5(A), where the Disconnection Date for a Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List as set out in clause 6.4(g), below.

### **6.2 Preliminary SS Disconnection List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 9 months before the relevant Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Preliminary SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

### **6.3 6 Month SS Disconnection Lists notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 months before the Special Services Disconnection Date for that Covered SS Class, Telstra will notify that Wholesale Customer of those relevant Services which



Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.

- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

#### **6.4 Dispute process**

- (a) Within 20 Business Days of Telstra providing it with a 6 Month SS Disconnection List, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer being a Double Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A end Premises or B end Premises under clause 22.8 of the Plan;
  - (iii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in the relevant Covered SS Class (for example, the Direct Special Service forms part of the DDS Fastway Access Service Family); or
  - (iv) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.
- (b) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class.
- (c) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.
- (d) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.4 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List.



- (e) If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (f) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.5(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.
- (g) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the Dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:
  - (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
  - (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

## 6.5 Further SS Disconnection Lists notified to Wholesale Customers

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the relevant Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection Lists**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

## 6.6 SS In-Train Order Premises List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date relevant to that Covered Special Service (**First SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

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## 6A Communication with Wholesale Customers prior to Final Sunset Exit Date

**Explanatory Note:** From the publication of this amended Required Measure 5(A), Wholesale Customers will need to read the W-BDSL Services Lists in combination with the disconnection notifications provided in accordance with Required Measure 2.

### 6A.1 W-BDSL Services Lists notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered Access Service Family:

- (a) an Initial W-BDSL Services List by 9 months before the Final Sunset Exit Date which includes all active Special Services and Special Service Inputs in a Covered Access Service Family which Telstra expects to be subject to disconnection from the Final Sunset Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final Sunset Exit Date until the date that is 1 month before to the Final Sunset Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final Sunset Exit Date (**Updated W-BDSL Services List**),

together the W-BDSL Services Lists.

For the avoidance of doubt, the W-BDSL Services Lists will include any active Special Service and Special Service Inputs in a W-BDSL Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(A) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the W-BDSL Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
- (d) The W-BDSL Services List updated 1 month prior to the Final Sunset Exit Date is also known as the **“Final W-BDSL Services List”**

#### **6A.2 Dispute process**

- (a) A Wholesale Customer may notify Telstra of any Service on a W-BDSL Services List which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.
- (b) The Wholesale Customer may not raise a dispute in respect of Services on a W-BDSL Services List on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6A.2(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a W-BDSL Access Service Family by the date which is 15 Business Days before the Final Sunset Exit Date, then Telstra is permitted to treat the Service as being in a W-BDSL Access Service Family and disconnect that Service.

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## **7 Commencement of Disconnection of Special Services**

### **7.1 SS Final Disconnection List**

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,

Telstra will update its database accordingly.

- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date for that Covered SS Class (the **SS Premises Address List**).
- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
  - (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a Rollout Region Disconnection Date will not occur on or before the Special Services Disconnection Date for that Covered SS Class;
  - (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
  - (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the relevant Covered SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises,

and will be the **SS Final Disconnection List** for the Covered SS Class(es).

- (d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

## 7.2 Final Notification for Wholesale Customers before the Disconnection Date

- (a) Telstra Operations will provide the SS Final Disconnection List to Telstra Wholesale.
- (b) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being

produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.

- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

### 7.3 Final Notification for Wholesale Customers after the Disconnection Date

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date relevant to that Covered Special Service (**Second SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the relevant Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
  - (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.6(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Services Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above, (the **SS Updated Final Disconnection List**).
- (c) Telstra will notify Wholesale Customers of:
  - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to a Deemed SS ITOP as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of Clause 7A

This Clause 7A:

- (a) only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located; and
- (b) does not apply to Premises in respect of FTTC BDSL Products.

### 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.6, clause 7, clause 7A and clause 12 of this Required Measure 5(A), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co as at; and
  - (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,

the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (b) in respect of that Premises:
  - (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
  - (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements.

To avoid doubt, the SS In-Train Order process does not apply to Premises in respect of FTTC BDSL Products.

### **7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## 8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family

### 8.1 Disconnection arrangements

Telstra will:

- (a) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(A); and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clause 3.2 of this Required Measure 5(A).

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## 9 Managed Disconnection of Special Services and Special Service Inputs

### 9.1 Managed Disconnection

- (a) For the purposes of this Required Measure, the **SS Principal Disconnection Window**:
  - (i) for FTTP, B and N BDSL Products, refers to the period on and from 52 Business Days after the relevant Special Services Disconnection Date up to and including the date that is 87 Business Days after the relevant Special Services Disconnection Date; and
  - (ii) for FTTC BDSL Products, refers to the period on and from 15 Business Days after the relevant Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date; and
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(A).
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:



- (i) service disconnection; followed by,
- (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class which is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(A) do not apply to these Covered Special Services. To avoid doubt, notwithstanding the definition of “Deemed SS ITOP” in the Migration Plan, Premises in respect of FTTC BDSL are not a Deemed SS ITOP.

## 9.2 Service disconnection

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations (in accordance with clause 7.3(c) of this Required Measure 5(A), Telstra will:
  - (i) for FTTP, B and N BDSL Products, commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 52 Business Days after the Special Services Disconnection Date applicable to FTTP, B and N BDSL Products and where practicable, complete disconnection of these services by the date that is 61 Business Days after the Disconnection Date; and
  - (ii) for FTTC BDSL Products, commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 15 Business Days after the Special Services Disconnection Date applicable to FTTC BDSL Products and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Disconnection Date,

each a **SS Service Disconnection Phase**.

- (b) Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:
  - (i) rejecting and removing all pending orders from Telstra’s systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra’s provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

## 9.3 Reconnection where disconnection not required

For clarity, nothing in this Required Measure 5(A) limits Telstra’s ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

## 9.4 Permanent disconnection

- (a) After the relevant SS Service Disconnection Phase and up until the end of the relevant SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.
- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.
- (e) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the SS Principal Disconnection Window.
- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.

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## 10 Disconnection of Remaining Premises

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class where the Rollout Region Disconnection Date is after the Special Services Disconnection Date and before the Final Sunset Exit

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date, then Telstra will:
  - (i) continue to supply, and accept new orders up until the 'stop sell' date set out in clause 4.1 for, Copper Services in that Covered SS Class that are not either NBN Serviceable or a Frustrated Premises;
  - (ii) not accept orders for the supply of new Copper Services in that Covered SS Class at Premises that are either NBN Serviceable or a Frustrated Premises; and
  - (iii) disconnect any existing Copper Services in that Covered SS Class following the Disconnection Date for that Rollout Region,

in accordance with the process that applies to Copper Services which are not Special Services in that Rollout Region.

- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the relevant Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
  - (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
  - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
  - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
  - (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).
- (c) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.2 and clause 11 of this Required Measure 5(A).

## **10.2 Types of Premises removed from the SS Updated Final Disconnection List**

- (a) In addition to the Premises and Copper Services referred to in clauses 7.1(c) and 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);

- (iii) Direct Special Services and Special Service Inputs to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
- (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan; and
- (v) MDU Common Areas,

but will instead be disconnected in accordance with specific rules applicable to each category.

### **10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology**

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(A) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 9 of this Required Measure 5(A) will be applied as modified by clause 10.3(b) of this Required Measure 5(A).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 9.3(a), Telstra will:
  - (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special

Service or Special Service Input under clause 6.4(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;

- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (v) for the purposes of this clause 10.3(b):
  - (A) references in clauses 6, 7 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window);
  - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;
  - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(A) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.
- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Special Services supplied to Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special

Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:

- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(A) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 9 of this Required Measure 5(A) will be applied as modified by clause 10.3A(b) of this Required Measure 5(A).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to a Delayed Notification SS Premises, in accordance with clause 10.3A(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a);
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3A(b):
    - (A) references in clause 6, 7 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
    - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(A) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed

Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and

- (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **10.4 Disconnection of Added Premises**

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **10.5 Disconnection of Affected Premises**

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.

#### **10.6 Disconnection of MDU Common Areas**

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, in accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the [End of Rollout DateMDUCA Disconnection Date](#).
- (c) For the avoidance of doubt, Direct Special Services and Special Service Inputs in a Covered SS Class that is subject to a Final Sunset Exit Date will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

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## **11 Disconnection from the Final Sunset Exit Date**

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final W-BDSL Services List.
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final W-BDSL Services List on the date that is 1 Business Day after the Final Sunset Exit Date and complete disconnection of these services as soon as reasonably practicable after the Final Sunset Exit Date.
- (c) Notwithstanding clauses 11.1(a)-(b) of this Required Measure 5(A) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered Access Service Family beyond the Final Sunset Exit Date if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and



(e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

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## 12 Reporting

- (a) Telstra will report quarterly to the ACCC as part of its Migration Plan Compliance Report, in respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each relevant SS Class, aggregated across the relevant Access Service Family:
  - (i) the total number of Covered Special Services (other than FTTC BDSL Products) estimated at key dates for the period that is 9 months before the Special Services Disconnection Date until the date that is 87 Business Days after the Special Services Disconnection Date;
  - (ii) the total number of Covered Special Services (other than FTTC BDSL Products) permanently disconnected at key milestone dates identified by Telstra after the Special Services Disconnection Date up until the date that is 87 Business Days after the Special Services Disconnection Date;
  - (iii) the total number of Covered Special Services (other than FTTC BDSL Products) that are supplied to SS In-Train Orders Premises or Deemed SS ITOPS at key milestone dates identified by Telstra after the Special Services Disconnection Date.
  
- (b) Telstra will report quarterly to the ACCC as part of its Migration Plan Compliance Report, in respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each relevant SS Class, aggregated across the relevant Access Service Family:
  - (i) the total number of FTTC BDSL Products estimated at key dates for the period that is 9 months before the Special Services Disconnection Date until the date that is 55 Business Days after the Special Services Disconnection Date; and
  - (ii) the total number of FTTC BDSL Products permanently disconnected at key milestone dates identified by Telstra after the Special Services Disconnection Date up until the date that is 55 Business Days after the Special Services Disconnection Date.
  
- (c) Telstra will commence reporting under clause 12(a) and clause 12(b) from the end of the first full Quarter after this Required Measure 5(A) is accepted by the ACCC.



## Attachment A Excluded SS Order Types

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the SS Order Stability Period for both Wholesale and Retail customers. Note that Telstra's business-as-usual timeframes will apply to the processing of any orders received during the SS Order Stability Period. In the event the order is received and not completed prior to Managed Disconnection, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the SS Order Stability Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Orders that are received prior to the Order Stability Period Commencement Date</b></p> <p>For example, In-flight orders.</p>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the SS Order Stability Period.</p>	
<p><b>Orders associated with Port Changes at the Telstra Exchange</b></p> <p>Orders relating to ULL Port Swap activity in Telstra Exchanges where the Wholesale Customer has certified prior to processing, that the resulting Port Change remains connected on the same Premises, Customer and Service type prior to the Port Change and will not involve a technology upgrade of the End User's Service.</p>	

## Required Measure 5(B) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Families CustomNet Spectrum

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### 1 Background

This Required Measure 5(B) sets out the disconnection process which applies to the Wholesale Access Service Family CustomNet Spectrum and Retail Access Service Family CustomNet Spectrum and all SS Classes in those Access Service Families and Special Service Inputs that are Service Equivalent to those SS Classes (**Covered Access Service Families**).

In this Required Measure 5(B), Direct Special Services for the Wholesale and Retail CustomNet Spectrum (P), (N) and (B) SS Classes in a Covered Access Service Family and Special Service Inputs that are Service Equivalent to those SS Classes (which do not fall within an exception set out below) are referred to as “**Covered SS Classes**”.

In accordance with clause 22.1 of the Plan, the Disconnection Date for the Covered Special Services in the Covered SS Classes is 29 April 2019, the Disconnection Date for the remaining services in the Covered SS Classes will be the subsequent Disconnection Dates for the respective Rollout Regions, and the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered Access Service Families is 31 January 2020 (**Final Sunset Exit Date**). The Final Sunset Exit Date for the Covered Access Service Families has been triggered by Telstra announcing a product exit. Telstra intends that the product exit will occur in line with the NBN fixed network rollout until the Final Sunset Exit Date occurs. The key phases of the product exit in the lead up to the Final Sunset Exit Date are:

- (a) there has been a cease sale in place on and from 25 January 2008 for Wholesale Customers who are new customers (who did not acquire any CustomNet services from Telstra as at 25 January 2008);
- (b) there has been a cease sale in place since 14 July 2016 for Retail Customers who are new customers (who did not acquire any CustomNet services from Telstra as at 14 July 2016);
- (c) there has been a cease sale in place on and from 15 October 2018 for both existing Wholesale Customers and Retail Customers (who already acquired CustomNet Services from Telstra);
- (d) existing Wholesale Customers and Retail Customers have not been able to make any moves, adds or changes to Services in a Covered Access Service Family on and from 15 October 2018;
- (e) Covered SS Classes supplied to Premises in Rollout Regions that have reached their Disconnection Date on or before 29 April 2019 will be disconnected from 29 April 2019 (**Special Services Disconnection Date**). Direct Special Services and Special Service Inputs that are Service Equivalent in Covered SS Classes supplied to Premises within a Rollout Region with a Disconnection Date on or before the Special Services Disconnection Date (which do not fall within one of the exceptions set out below) are referred to as “**Covered Special Services**”;
- (f) Covered SS Classes supplied to Premises in Rollout Regions with a Disconnection Date for the Rollout Region which falls on a date after the Special Services

Disconnection Date and prior to the Final Sunset Exit Date will be disconnected from the Disconnection Date for the relevant Rollout Region; and

- (g) all remaining Services in the Covered Access Service Families that remain active at the Final Sunset Exit Date will be disconnected from the Final Sunset Exit Date.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(B) apply to Services in the Covered SS Classes only.

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## 2 Application

### 2.1 Application of this Required Measure 5(B)

- (a) For clarity, this Required Measure 5(B) only applies to the Telstra Retail CustomNet Spectrum and Telstra Wholesale CustomNet Spectrum Access Service Families.
- (b) The Services are sometimes also known as 'CustomNet' and Special Service Inputs certified by Wholesale Customers using the code NC and HC (CustomNet).

### 2.2 Phasing of the product exit

#### Initial exit from the Special Services Disconnection Date

- (a) The disconnection arrangements set out in clauses 3.1(a), 3.1(c)-(d), 6.3-6.6, 7.1-7.3, 7A, 9 and 10.2-10.6 of this Required Measure 5(B) apply to the Covered Special Services.

#### Exit after the Special Services Disconnection Date and before the Final Sunset Exit Date

- (b) The disconnection arrangements set out in clauses 3.1(b)-(d), 6.7, 6.8 and 10.1 and 10.3-10.6 of this Required Measure 5(B) apply to the disconnection of Services in a Covered SS Class after the Special Services Disconnection Date.

#### Final Sunset Exit

- (c) Telstra has announced a national exit of the CustomNet Spectrum product, across both Telstra Wholesale and Telstra's Retail Business Units. This means that, following the Final Sunset Exit Date, Direct Special Services and Special Service Inputs in a Covered Access Service Family will be disconnected irrespective of:
  - (i) whether the Direct Special Service is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable. For example, because this exit applies to the entire Wholesale CustomNet Spectrum and Retail CustomNet Spectrum Access Service Families, it applies regardless of whether NBN Co has

introduced a new Access Technology which is yet to be added to the Plan in accordance with clause 22.16 of the Plan.

The disconnection arrangements set out in clause 11 of this Required Measure 5(B) apply to any Services within the Covered Access Service Families which remain active on the Final Sunset Exit Date.

### 2.3 Application of this Required Measure 5(B) to MDU Common Areas

- (a) Notwithstanding clause 1.4 of the Plan, Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

### 2.4 Application of this Required Measure 5(B) is dependent on data from NBN Co and may be subject to change

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, the application of the Disconnection Processes in this Required Measure 5(B) to a particular Premises within a Rollout Region is based on the most current information Telstra has received from NBN Co about the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time a relevant assessment under this Required Measure is made. The application of this Required Measure 5(B) to a particular Premises may subsequently change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection arrangements

### 3.1 Disconnection Date for each Covered SS Class

- (a) The Disconnection Date for each Covered Special Service is the Special Services Disconnection Date set out in clause 1(e) of this Required Measure 5(B).
- (b) Subject to clauses 3.1(c) and (d) of this Required Measure 5(B), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting the Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region.
- (c) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and, as a result, Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure 5(B).

- (d) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Delayed Access Technology Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure 5(B).

### **3.2 Final Sunset Exit (applies to all Services in a Covered Access Service Family)**

- (a) The date for the Final Sunset Exit is 31 January 2020 (**Final Sunset Exit Date**).
- (b) As required by the Plan, the Final Sunset Exit Date is the same in respect of both Retail Customers and Wholesale Customers.

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## **4 Commencement of cease sale**

### **4.1 Cease sale for Wholesale Customers**

- (a) Telstra notified Wholesale Customers of a 'stop sell' that meant it would not supply any new Direct Special Services in a Covered Access Service Family on and from 25 January 2008 to new customers (being Wholesale Customers that did not acquire Direct Special Services in a Covered Access Service Family as at 25 January 2008).
- (b) Telstra will not supply Wholesale Customers with any new services in a Covered Access Service Family on and from 15 October 2018, regardless of whether they acquired services in a Covered Access Service Family as at 25 January 2008. Telstra notified Wholesale Customers of this cease sale for existing customers in accordance with its standard 'business as usual' processes for managing product exits.

### **4.2 Cease sale for Retail Customers**

- (a) Telstra notified Retail Customers of a 'stop sell' which had the effect that Telstra Retail would not supply any new Direct Special Services in a Covered Access Service Family on and from 14 July 2016 to new Retail Customers (that did not acquire Direct Special Services in a Covered Access Service Family as at 14 July 2016).
- (b) Telstra will not supply Retail Customers with any new services in a Covered Access Service Family on and from 15 October 2018, regardless of whether they acquired services in a Covered Access Service Family as at 14 July 2016.

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## **5 Period after which no moves, adds or changes can be made**

### **5.1 No adds, moves or changes for the Covered SS Classes**

- (a) Telstra will apply a period during which no moves, adds or changes can be made to Covered Access Service Families on and from 15 October 2018 until the relevant

service is disconnected in accordance with this Required Measure 5(B) (**No MACs Period**).

## 5.2 Exceptions to the no moves, adds or changes for services in a Covered SS Class

During the No MACs Period, Telstra will not process any order types in respect of the supply of Copper Services to Premises used as a Direct Special Service or Special Service Input in a Covered Access Service Family, except:

- (a) orders for disconnection of Services in a Covered Access Service Family, (including orders for number portability or other service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for services in a Covered Access Service Family that are subject to an Order Stability Proposal which has been implemented under the Plan.

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## 6 Communication with Wholesale Customers prior to the Final Sunset Exit Date

### 6.1 CustomNet Services List notified to Wholesale Customers

**Explanatory Note:** Wholesale Customers will need to read the CustomNet Services Lists in combination with the 6 Month SS Disconnection List, Further SS Disconnection Lists, SS In-Train Order Lists, SS Final Disconnection List and SS Updated Final Disconnection List provided by Telstra under this Required Measure 5(B) and the disconnection notifications provided in accordance with Required Measure 2.

- (a) Telstra will, once every month up until 1 month prior to the Final Sunset Exit Date, provide each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered Access Service Family with an updated list which includes any active Special Services and Special Service Inputs in a Covered Access Service Family Telstra continues to supply to that Wholesale Customer and which Telstra expects to be subject to disconnection from or before the Final Sunset Exit Date (**CustomNet Services Lists**). For the avoidance of doubt, the CustomNet Services Lists will include any active Special Service and Special Service Inputs in a Covered Access Service Family which Telstra expects to be subject to disconnection:
  - (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this RM5(B) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (b) The CustomNet Services Lists will not include Copper Services supplied to Premises that on the date the list is created are Affected Premises, but only where Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises.

- (c) Telstra will provide the CustomNet Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
- (d) The CustomNet Services List updated 1 month prior to the Final Sunset Exit Date is also known as the “**Final CustomNet Services List**”.

## **6.2 Dispute process – CustomNet Services Lists**

- (a) A Wholesale Customer may notify Telstra of any Service on a CustomNet Services List which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.
- (b) The Wholesale Customer may not raise a dispute in respect of Services on a CustomNet Services List on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.1(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a Covered Access Service Family by the date which is 15 Business Days before the Final Sunset Exit Date, then Telstra is permitted to treat the Service in a Covered Access Service Family and disconnect that Service.

### **Communication with Wholesale Customers prior to the Special Services Disconnection Date**

## **6.3 6 Month SS Disconnection List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the 6 Month SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units and Telstra will notify Wholesale Customers via the Wholesale Customer Portal.

## **6.4 Further SS Disconnection Lists notified to Wholesale Customers ahead of the Special Services Disconnection Date**

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection List**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of



whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.

- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

## **6.5 Dispute process – SS Disconnection Lists**

- (a) Within 20 Business Days of Telstra providing a Wholesale Customer a 3 Month SS Disconnection List, the Wholesale Customer may notify Telstra of any Premises or Services on the 3 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 3 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class;
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class;
  - (iv) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 3 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class.
- (b) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 3 Month SS Disconnection List on any basis other than as set out in subparagraph (a) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under this clause 6.5 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the next Further SS Disconnection List (referred to in clause 6.5(d)).



- (d) If Telstra does not agree to reflect the change in the next Further SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (e) If the parties have failed to resolve a dispute as to whether a Service is to be included in the next Further SS Disconnection List by the date which is 5 Business Days before that list is due to be notified to Wholesale Customers under clause 6.4(c), then Telstra is permitted to include the disputed Service in the Further SS Disconnection List.

## 6.6 SS In-Train Order Premises List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

### **Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date and before the Final Sunset Exit Date**

## 6.7 Notifications in respect of Rollout Region Disconnection Dates

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(B), where the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date for a Covered SS Class but before the Final Sunset Exit Date, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.8.

## 6.8 Dispute process – Rollout Region Disconnection Lists

- (a) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Special Services Disconnection Date, then the dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:

- (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
- (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
- (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

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## 7 Commencement of Disconnection from the Special Services Disconnection Date

### 7.1 SS Final Disconnection List

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,  
  
Telstra will update its database accordingly.
- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (the **SS Premises Address List**).
- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
  - (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a Rollout Disconnection Date will not occur on or before the Special Services Disconnection Date;
  - (ii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan;
  - (iii) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises;

and will be the SS Final Disconnection List for the Covered SS Class(es).

- (d) For clarity, MDU Common Areas will not be included in that SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

### **7.2 Final Notification for Wholesale Customers before the Special Services Disconnection Date**

- (a) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List as soon as reasonably practicable after the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.

### **7.3 Final Notification for Wholesale Customers after the Special Services Disconnection Date**

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
  - (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.6(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and

- (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above; and
- (iv) any Direct Special Services or Special Service Inputs in a Covered SS Class that terminate at an MDU Common Area provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area,

(the SS Updated Final Disconnection List).

- (c) Telstra will notify Wholesale Customers of:
  - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOP as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of this Clause 7A

This clause 7A only applies to a Premises in respect of Covered Special Services (i.e. Special Services and Special Service Inputs in a Covered SS Class where the Disconnection Date of the Rollout Region in which the Premises is located is on or before the Special Services Disconnection Date).

### 7A.2 Categories of SS In-Train Order Premises

For the purposes of clauses 6.6, 7 and 7A of this Required Measure 5(B), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co; and
  - (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,

the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (b) in respect of that Premises:

- (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
  - (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
  - (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
  - (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
  - (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements.

### **7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

Subject to clause 3.2 of this Required Measure 5(B), for each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and

- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is the earlier of as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class and the Final Sunset Exit Date.

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## 8 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family

### 8.1 Disconnection arrangements

- (a) Telstra will:
  - (i) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
  - (ii) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clauses 3.2, 6, 7A and 10 of this Required Measure 5(B); and
  - (iii) apply service disconnection to all remaining Direct Special Services and Special Services Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clauses 3.2, 6.1-6.2 and 11 of this Required Measure 5(B).

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## 9 Managed Disconnection of Covered Special Services

### 9.1 Managed Disconnection from the Special Services Disconnection Date

- (a) For the purposes of this Required Measure 5(B), the SS Principal Disconnection Window refers to the period on and from 15 Business Day after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(B).
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
  - (i) service disconnection; followed by,
  - (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for that the applicable Covered SS Class which is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(B) do not apply to these Covered Special Services.

## **9.2 Service Disconnection from the Special Services Disconnection Date**

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations (in accordance with clause 7.3(c) of this Required Measure 5(B), Telstra will commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale Customer on the date that is 15 Business Day after the Special Services Disconnection Date and complete disconnection of these services as soon as reasonably practicable by a date that is 25 Business Days after the Special Services Disconnection Date (**SS Service Disconnection Phase**).
- (b) Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:
  - (i) rejecting and removing all pending orders from Telstra's systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

## **9.3 Reconnection where disconnection not required**

- (a) For clarity, nothing in this Required Measure 5(B) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

## **9.4 Permanent disconnection from the Special Services Disconnection Date**

- (a) After the SS Service Disconnection Phase and up until the end of the SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.



- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.
- (e) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the relevant SS Principal Disconnection Window.
- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.

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## 10 Disconnection of Covered Special Services and Covered SS Classes

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class after the relevant Special Services Disconnection Date and before a Final Sunset Exit

- (a) Subject to clauses 3.2, 6.7 and 6.8 of this Required Measure 5(B), in accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region in which a service in a Covered SS Class is being supplied is after the Special Services Disconnection Date, then Telstra will disconnect any existing Copper Services in a Covered SS Class following the Rollout Region Disconnection Date using the same disconnection processes that apply to standard services in Required Measure 2 (and if applicable, clause 10.1(b) of this RM5(B)).
- (b) Subject to clause 3.2, if the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
  - (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
  - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
  - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and



- (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).

## 10.2 Types of Premises removed from the SS Updated Final Disconnection List

- (a) Subject to clauses 3.2, 11 and this clause 10, in addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Direct Special Services and Special Service Inputs to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window; and
  - (iv) MDU Common Areas,

but will instead be disconnected in accordance with specific rules applicable to each category.

## 10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:
  - (i) subject to clauses 3.2 and 11, Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 and 10 of this Required Measure 5(B) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6 to 10 of this Required Measure 5(B) will be applied as modified by clause 10.3(b) of this Required Measure 5(B).

- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the 6 Month SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection in a Further SS Disconnection List or CustomNet Services Lists in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included in a Further SS Disconnection List in accordance with clause 6.5(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.5(a) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List at the earlier of the Final Sunset Exit Date and the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3(b):
    - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window;
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;
    - (C) clauses 7.1(c)(ii) and 7.3(b) of this Required Measure 5(B) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
    - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.
- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:

- (i) subject to clauses 3.2 and 11, Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
- (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
  - (i) subject to clauses 3.2 and 11, Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 and 10 of this Required Measure 5(B) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) of the Plan apply, the processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(B) will be applied as modified by clause 10.3A(b) of this Required Measure 5(B).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered Class supplied to the Delayed Notification SS Premises in accordance with clause 10.3A(a), Telstra will:
  - (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the 6 Month SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each Further SS Disconnection List and CustomNet Services List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included in a Further SS Disconnection List in accordance with clause 6.5(a);
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the earlier of the Technology Extension Disconnection Window and as part of a Final Sunset Exit; and
  - (v) for the purposes of this clause 10.3A(b):

- (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
- (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
- (C) clauses 7.1(c)(ii) and 7.3(b) of this Required Measure 5(B) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
- (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **10.4 Disconnection of Added Premises**

- (a) Subject to clauses 3.2 and 11, Added Premises to which a Service in a Covered SS Class is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **10.5 Disconnection of Affected Premises**

- (a) Subject to clauses 3.2 and 11, Telstra will disconnect Affected Premises to which a Service in a Covered SS Class is supplied in accordance with clause 7.3 of Required Measure 2.

#### **10.6 Disconnection of MDU Common Areas**

- (a) Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services as part of a Final Sunset Exit in accordance with clause 11 of this Required Measure 5(B).

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## **11 Disconnection from the Final Sunset Exit Date**

### **11.1 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family as part of a Final Sunset Exit**

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final CustomNet Services List provided to Wholesale Customers.
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final CustomNet Services List provided to Wholesale Customers on the date that is 1 Business Day after the Final Sunset Exit Date and complete disconnection of these services as soon as reasonably practicable after the Final Sunset Exit Date.

- (c) Notwithstanding clauses 11.1(a)-(b) of this RM5(B) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered Access Service Family beyond the Final Sunset Exit Date if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and (e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

## Attachment A Excluded Order Types

Order Description	Service Restriction application during the No MACs Period
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the No MACs Period for both Wholesale and Retail customers. Note that our business-as-usual timeframes will apply to the processing of any orders received during the No MACs Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the No MACs Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests to a CustomNet Spectrum service will not be allowed.</p>	
<p><b>Change to Service Details for nuisance calls and silent line requests</b></p> <p>Telstra is permitted to process requests to change a telephone listing so that it will not be published in Telstra's directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra's standard process.</p>	
<p><b>Orders that are received prior to the commencement of the No MACs Period</b></p> <p>For example, In-flight orders.</p>	

Order Description	Service Restriction application during the No MACs Period
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Telstra is permitted to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse / partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Exchange Based Virtual Services</b></p> <p>Telstra is permitted to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the No MAC Period.</p>	

# Required Measure 5(C) – Disconnection Process for Special Services and Special Service Inputs for the SS Classes Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper)

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## 1 Background

Telstra has announced that it has decided to exit Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) across all geographic regions for Wholesale Customers and Retail Customers due to the products no longer being commercially viable. Telstra intends that the product exits will occur in line with the NBN fixed network rollout until the applicable final exit date occurs.

Consistent with Telstra's product exit announcement, Telstra will apply a 'stop sell' across the affected Access Service Families. This Required Measure 5(C) applies to all Special Service Classes in the Access Service Families Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered Access Service Families**). Therefore, the 'stop sell' and Final Sunset Exit arrangements in this Required Measure 5(C) apply to the entire Covered Access Service Families, irrespective of the geographic region in which the Service is located or the access technology used or proposed to be used to connect these services to the nbn.

This Required Measure 5(C) also sets out additional disconnection processes that only apply to the Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Class(es) and Special Service Inputs that are Service Equivalent to those Special Service Class(es) (referred to in this Required Measure 5(C) as **Covered SS Classes**). These Covered SS Classes are in the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families.

In accordance with clause 22.4 of the Plan, the Disconnection Date for the Covered SS Classes is 29 April 2019 (**Special Services Disconnection Date**). The Disconnection Date for the SS Class has been triggered by NBN Co issuing the White Paper titled 'Temporary Special Services White Paper ATM on the nbn™ Ethernet Bitstream Service' on 29 April 2016.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(C) apply to services in the Covered SS Classes only.

In this Required Measure 5(C), Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date which is on or before the Special Services Disconnection Date (and which do not fall within one of the exceptions set out below) are referred to as "**Covered Special Services**".

For the avoidance of doubt:

- (a) the Disconnection Date for any remaining Special Services and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the



Covered Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final Sunset Exit Date; and

- (b) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered Access Service Families is the Final Sunset Exit Date (including those not in the Covered SS Classes but that are still within the Covered Access Service Families).

The Final Sunset Exit Date has been triggered for the Services in the Covered Access Service Families because the aggregate volumes of the Direct Special Services and Special Service Inputs that are in a Covered Access Service Family supplied to Telstra's customers mean that it is no longer commercially viable to support the product.

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## 2 Application

### 2.1 Application of this Required Measure 5(C)

- (a) For clarity, some of the disconnection processes in this Required Measure 5(C) only apply to the Telstra Services Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Classes within each of the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families.
- (b) Special Service Inputs that have been certified by Wholesale Customers using the code NA or HA – and have an Access Technology of (P), (B), or (N) are the Special Service Inputs that fall within the Covered SS Classes under this Required Measure 5(C).
- (c) However, this Required Measure also has provisions dealing with disconnection and the processes for product exits that apply to all Special Service Class(es) in the in the Covered Access Service Families (see for example clause 3.2).

### 2.2 Exceptions to this Required Measure 5(C)

- (a) The following are exceptions to the White Paper Disconnection Process in this Required Measure 5(C):
  - (i) any Access Service Families other than Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper);
  - (ii) subject to clause 3.2, Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A-end or the Premises at the B-end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan; and
  - (iii) subject to clause 3.2, Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

## 2.3 Application of this Required Measure 5(C) is dependent on data from NBN Co and may be subject to change

- (a) The application of the cease sale, order stability period and managed disconnection processes in this Required Measure 5(C) to a particular Premises within a Rollout Region are based on the most current information Telstra has received from NBN Co. This information relates to the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time the relevant assessment under this Required Measure is made. The application of this Required Measure 5(C) to a particular Premises may change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection Date for the SS Classes

### 3.1 Disconnection Date for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered Special Service is the Special Services Disconnection Date.
- (b) Subject to clauses 3.1(c) and (d) and clause 3.2 of this Required Measure 5(C), if the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region, in accordance with clauses 22.8 and 22.9 of the Plan.
- (c) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure 5(C).
- (d) Subject to clause 3.2, where after the date that is 6 months before the Disconnection Date for a Rollout Region, NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Delayed Access Technology Notification) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure.

### 3.2 Final Exit Date

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in a Covered Access Service Family on a national basis, across both Telstra Wholesale and Telstra Retail Business Units. This means that Direct Special Services and Special Service Inputs in a Covered Access Service

Family that are not already disconnected at the Final Sunset Exit Date will be exited at the Final Sunset Exit Date and those services will be exited, irrespective of:

- (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
- (ii) the Access Technology that NBN Co has notified Telstra it has used or proposed to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
- (iii) whether NBN Co introduced a new type of Access Technology to make Premises NBN Serviceable,

**(Final Sunset Exit).**

- (b) The date for the Final Sunset Exit of the Covered Access Service Families is 31 August 2022 (**Final Sunset Exit Date**). This means that all Services within the Covered Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be exited at the Final Sunset Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(C), irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iv) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs in a Covered Access Service Family terminates at an MDU Common Area.
- (c) As required by the Plan, the Final Sunset Exit Date is the same in respect of Retail Customers and Wholesale Customers.
- (d) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final Sunset Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

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## 4 Commencement of stop sell and cease sale for Special Services and Special Service Inputs

### 4.1 'Stop sell' for the Covered Access Service Families

Telstra will not supply:

- (a) any new Direct Special Services or Special Service Inputs in the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Access Service Families on and from 15 May 2021; and
- (b) any new Direct Special Services or Special Service Inputs in the ATM (over copper)\_ Access Service Family (which is a product available to Retail Customers only) on and from 30 June 2019, and

for the avoidance of doubt, this includes any Direct Special Services and Special Service Inputs that are Service Equivalent to those Direct Special Services in a Covered Access Service Family for which the Cease Sale Commencement Date in a particular Rollout Region has not yet occurred.

### 4.2 The SS Cease Sale Period for the Covered SS Classes

The SS Cease Sale Period for the Covered SS Classes is the period commencing on and from 29 October 2018 up until the Special Services Disconnection Date.

### 4.3 Commencement of cease sale

- (a) **SS/SSI in a Rollout Region which is already subject to cease sale (prior to commencement of the SS Cease Sale Period)**

In a Rollout Region whose Cease Sale Commencement Date occurred before commencement of the SS Cease Sale Period for the SS Class (i.e. the Rollout Region is already subject to cease sale before the SS Cease Sale Period commences for the relevant SS Class), Telstra will not supply new Direct Special Services or Special Service Inputs in a Covered SS Class after commencement of the SS Cease Sale Period.

- (b) **SS/SSI in a Rollout Region which only becomes subject to cease sale during or after the SS Cease Sale Period**

Subject to clause 3.2 and clause 4.1, in a Rollout Region whose Cease Sale Commencement Date occurs during or after the SS Cease Sale Period, Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered SS Class after the Cease Sale Commencement Date (i.e. cease sale applies from the ordinary Cease Sale Commencement Date for the Rollout Region).

### 4.4 Equivalent application of cease sale and 'stop sell' to Wholesale Customers

- (a) The SS Cease Sale Period and the Cease Sale Commencement Date will commence on the same date, be of the same duration and will apply in the same manner, irrespective of whether the customer is a customer of a Retail Business Unit or of a Wholesale Business Unit.

- (b) The 'stop sell' date set out in clause 4.1 is a later date and is of a shorter duration for Wholesale Customers than Telstra's internal 'stop sell' has been for Retail Customers of ATM Direct Special Services in the ATM (over copper) Access Service Family. However, the 'stop sell' otherwise applies in the same manner, irrespective of whether the customer is a customer of a Retail Business Unit or of a Wholesale Business Unit.

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## 5 SS Order Stability Period and no moves or changes period

### 5.1 Commencement of the SS Order Stability Period

- (a) Subject to clause 5.1(c) of this Required Measure 5(C), Telstra will apply an SS Order Stability Period from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the Covered Special Service is disconnected during the SS Principal Disconnection Window.
- (b) Subject to clause 3.2 of this Required Measure 5(C), if a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any SS Order Stability Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a SS Order Stability Period.
- (c) Subject to clause 3.2 of this Required Measure 5(C), if the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(C) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(C).

### 5.2 Exceptions to the SS Order Stability Period

During the SS Order Stability Period for the Covered SS Classes, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input, except:

- (a) orders for disconnection of Covered Special Services (including service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

### 5.3 No moves or changes for all remaining Copper Services before the Final Sunset Exit

For all remaining Copper Services in the Covered Access Service Families that are subject to the Final Sunset Exit disconnection arrangements outlined in clause 11, for a period commencing on and from 20 Business Days before the Final Sunset Exit Date, Telstra will not process any order types it receives in respect to moves, adds or changes, except:

- (a) orders for disconnection of Covered Special Services (including orders for exchange based barring or service requests which result in or are associated with disconnection);

- (b) to the same extent order types listed in Attachment A are permitted for the SS Order Stability Period; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

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## 6 Communication with Wholesale Customers prior to Disconnection Date for the SS Class

### 6.1 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(C), where the Disconnection Date for a Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.4(g), below.
- (b) Where Telstra has announced a Final Sunset Exit Date for a product within the Covered Access Service Families, notification of remaining services to be disconnected as part of the exit will occur in line with Telstra's "business as usual" processes for exiting products (noting clause 6A of this Required Measure 5(C) which deals with the procedure Telstra must follow for Wholesale Customers).

### 6.2 Preliminary SS Disconnection List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 9 months before the Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Preliminary SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

### 6.3 6 Month SS Disconnection Lists notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 months before the Special Services Disconnection Date for that SS Class, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale

Customers will occur no later than when the equivalent information is made available to Retail Business Units.

#### 6.4 Dispute process

- (a) Within 20 Business Days of Telstra providing it with a 6 Month SS Disconnection List, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer being a Double-Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A-end Premises or B-end Premises under clause 22.8 of the Plan;
  - (iii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class (for example, the Direct Special Service forms part of the DDS Fastway Access Service Family); or
  - (iv) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.
- (b) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class.
- (c) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.
- (d) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.4 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List.
- (e) If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (f) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale



Customers under clause 6.5(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.

- (g) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the Dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:
  - (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
  - (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

#### **6.5 Further SS Disconnection Lists notified to Wholesale Customers**

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection Lists**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

#### **6.6 SS In-Train Order Premises List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:



- (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
- (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

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## 6A Communication with Wholesale Customers prior to Final Sunset Exit Date

**Explanatory Note:** From the publication of this amended Required Measure 5(C), Wholesale Customers will need to read the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists in combination with the disconnection notifications provided in accordance with Required Measure 2.

### 6A.1 Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered Access Service Family:

- (a) an Initial Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List by 9 months before the Final Sunset Exit Date which includes all active Special Services and Special Service Inputs in a Wholesale ATM (over copper) and ATM (Rebill) (over copper) Access Service Family which Telstra expects to be subject to disconnection from the Final Sunset Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final Sunset Exit Date until the date that is 1 month before to the Final Sunset Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final Sunset Exit Date (**Updated Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List**).

together the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists.

For the avoidance of doubt, the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists will include any active Special Service and Special Service Inputs in a Covered Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;

- (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(C) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
  - (d) The Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List updated 1 month prior to the Final Sunset Exit Date is also known as the “**Final Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List**”.

## 6A.2 Dispute process

- (a) A Wholesale Customer may notify Telstra of any Service on a Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.
- (b) The Wholesale Customer may not raise a dispute in respect of Services on a Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6A.2(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a Covered Access Service Family by the date which is 15 Business Days before the Final Sunset Exit Date, then Telstra is permitted to treat the Service as being in a Covered Access Service Family and disconnect that Service.

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## 7 Commencement of Disconnection of Special Services

### 7.1 SS Final Disconnection List

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List;
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,

Telstra will update its database accordingly.

- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (**the SS Premises Address List**).

- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
- (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a Rollout Region Disconnection Date will not occur on or before the Special Services Disconnection Date;
  - (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
  - (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises;

and will be the **SS Final Disconnection List** for the Covered SS Class(es).

- (d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

## **7.2 Final Notification for Wholesale Customers before the Disconnection Date**

- (a) Telstra Operations will provide the SS Final Disconnection List to Telstra Wholesale.
- (b) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

### 7.3 Final Notification for Wholesale Customers after the Disconnection Date

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**); and provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;
  - (ii) Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.
- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
  - (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.6(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and  
  
any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,  
  
(the SS Updated Final Disconnection List).
- (c) Telstra will notify Wholesale Customers of:
  - (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOPs as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of Clause 7A

Clause 7A only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located.

### 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.6, clause 7, clause 7A and clause 10 of this Required Measure 5(C), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co as at; and
  - (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,  
  
the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (b) in respect of that Premises:
  - (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
  - (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent

Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

### **7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## **8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family**

### **8.1 Disconnection arrangements**

Telstra will:

- (a) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(C); and

- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clause 3.2 of this Required Measure 5(C).

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## 9 Managed Disconnection of Special Services and Special Service Inputs

### 9.1 Managed Disconnection

- (a) For the purposes of this Required Measure, the **SS Principal Disconnection Window** refers to the period on and from 15 Business Days after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(C).
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
  - (i) service disconnection; followed by,
  - (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class which is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(C) do not apply to these Covered Special Services.

### 9.2 Service disconnection

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations (in accordance with clause 7.3(c) of this Required Measure 5(C)), Telstra will commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 15 Business Days after the Special Services Disconnection Date and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Disconnection Date (**SS Service Disconnection Phase**).
- (b) Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that

appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:

- (i) rejecting and removing all pending orders from Telstra's systems;
- (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
- (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the SS Service Disconnection Phase.

### **9.3 Reconnection where disconnection not required**

- (a) For clarity, nothing in this Required Measure 5(C) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

### **9.4 Permanent disconnection**

- (a) After the SS Service Disconnection Phase and up until the end of the SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.
- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.
- (e) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the SS Principal Disconnection Window.
- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.



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## 10 Disconnection of Remaining Premises

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class where the Rollout Region Disconnection Date is after the Special Services Disconnection Date and before the Final Sunset Exit Date

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region is after the Special Services Disconnection Date (29 April 2019), then Telstra will:
- (i) continue to supply, and only accept new orders up until the 'stop sell' date set out at clause 4.1 for, Copper Services in that Covered SS Class that are not either NBN Serviceable or a Frustrated Premises;
  - (ii) not accept orders for the supply of new Copper Services in that Covered SS Class at Premises that are either NBN Serviceable or a Frustrated Premises; and
  - (iii) disconnect any existing Copper Services in that Covered SS Class following the Disconnection Date for that Rollout Region,

using the process that applies to Copper Services which are not Special Services in that Rollout Region.

- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
- (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
  - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
  - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
  - (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class

that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).

- (c) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clauses 3.2 and 11 of this Required Measure 5(C).

## **10.2 Types of Premises removed from the SS Updated Final Disconnection List**

- (a) In addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Direct Special Services and Special Service Inputs, to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
  - (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan; and
  - (v) MDU Common Areas,but will instead be disconnected in accordance with specific rules applicable to each category.

## **10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology**

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding

disconnection in clauses 6 to 9 of this Required Measure 5(C) and, where clauses 22.13(a)(i) or 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 9 of this Required Measure 5(C) will be applied as modified by clause 10.3(b) of this Required Measure 5(C).

- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.4(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3(b):
    - (A) references in clauses 6, 7 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window);
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;
    - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(C) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection; and
    - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.

- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Special Services supplied to Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(C) and, where clauses 22.13A(a)(i) or 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 9 of this Required Measure 5(C) will be applied as modified by clause 10.3A(b) of this Required Measure 5(C).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Delayed Notification SS Premises, in accordance with clause 9.3A(a), Telstra will:
  - (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a);

- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (v) for the purposes of this clause 10.3A(b):
  - (A) references in clauses 6, 7 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
  - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
  - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(C) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### 10.4 Disconnection of Added Premises

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### 10.5 Disconnection of Affected Premises

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.

#### 10.6 Disconnection of MDU Common Areas

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, in accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.

(b) Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the End of Rollout DateMDUCA Disconnection Date.

(b)(c) For the avoidance of doubt, Direct Special Services and Special Service Inputs in a Covered Access Service Family that is subject to a Final Sunset Exit Date will be

disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

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## 11 Disconnection on the Final Sunset Exit Date

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List.
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final Wholesale ATM (over copper) and ATM (Rebill) (over copper) Services List on the date that is 1 Business Day after the Final Sunset Exit Date and complete disconnection of these services as soon as reasonably practicable after the Final Sunset Exit Date.
- (c) Notwithstanding clauses 11.1(a)-(b) of this Required Measure 5(C) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered Access Service Family beyond the Final Sunset Exit Date if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and (e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

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## 12 Reporting

- (a) Telstra will report quarterly to the ACCC as part of its Migration Plan Compliance Report, in respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each SS Class, aggregated across the relevant Access Service Family:
  - (i) the total number of Covered Special Services estimated at key dates for the period that is 9 months before the Special Services Disconnection Date until the date that is 55 Business Days after the Special Services Disconnection Date;
  - (ii) the total number of Covered Special Services permanently disconnected at key milestone dates identified by Telstra after the Special Services Disconnection Date up until the date that is 55 Business Days after the Special Services Disconnection Date; and
  - (iii) the total number of Covered Special Services that are supplied to SS In-Train Orders Premises or Deemed SS ITOPs at key milestone dates identified by Telstra after the Special Services Disconnection Date.
- (b) Telstra will commence reporting under clause 12(a) from the end of the first full Quarter after this Required Measure 5(C) is accepted by the ACCC.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the SS Order Stability Period for both Wholesale and Retail customers. Note that Telstra's business-as-usual timeframes will apply to the processing of any orders received during the SS Order Stability Period. In the event the order is received and not completed prior to Managed Disconnection, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the SS Order Stability Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Orders that are received prior to the Order Stability Period Commencement Date</b></p> <p>For example, In-flight orders.</p>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the SS Order Stability Period.</p>	
<p><b>Orders associated with Port Changes at the Telstra Exchange</b></p> <p>Orders relating to ULL Port Swap activity in Telstra Exchanges where the Wholesale Customer has certified prior to processing, that the resulting Port Change remains connected on the same Premises, Customer and Service type prior to the Port Change and will not involve a technology upgrade of the End User's Service.</p>	



# Required Measure 5(D) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN 2 and ISDN10/20/30

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## 1 Background

Telstra has announced that it has decided to exit DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN2 and ISDN10/20/30 products across all geographic regions for wholesale and retail customers due to platform obsolescence issues. Telstra intends that the product exits will occur in line with the NBN fixed network rollout until the final exit date applicable to the relevant Access Service Family occurs.

Consistent with Telstra's product exit announcement, Telstra has applied a 'stop sell' across the affected Access Service Families. This Required Measure 5(D) applies to the:

- (a) Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families**); and
- (b) Access Service Families ISDN2 and ISDN10/20/30 and all Special Service Inputs that are Service Equivalent to those SS Classes (**Covered ISDN Access Service Families**),

together, the **Covered Access Service Families**. Therefore, the 'stop sell' and Final Sunset Exit arrangements in this Required Measure 5(D) apply to all the Covered Access Service Families. The Final Sunset Exit arrangements will occur at different points for the Covered Access Services Families, irrespective of the geographic region in which the Service is located or the access technology used or proposed to be used to connect these services to the nbn.

This Required Measure 5(D) also sets out additional disconnection processes that only apply to the following SS Classes:

- (a) DDS Fastway (P), (B) and (N), Data Access Radial (P), (B) and (N), Megalink (P), (B) and (N) and all Special Service Inputs that are Equivalent to those SS Classes (**DDS Fastway, DAR and Megalink Products**);
- (b) Frame Relay (P), (B) and (N), ISDN2 (P), (B) and (N) and ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes (**Frame Relay and ISDN Products**); and
- (c) ISDN 2(C) and ISDN10/20/30 (C) and all Special Service Inputs that are Service Equivalent to those Special Service Classes (**ISDN (C) Products**),

referred to together in this Required Measure 5(D) as the **Covered SS Classes**.

In accordance with clause 22.1(b) of the Plan, the Disconnection Dates for the Covered SS Classes are:



- (a) 31 May 2019, for the DDS Fastway, DAR and Megalink Products;
- (b) 30 September 2019, for the Frame Relay and ISDN Products (other than the ISDN (C) Products); and
- (c) 31 May 2022, for ISDN (C) Products

each a **Special Services Disconnection Date**.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(D) apply to services in the Covered SS Classes only.

Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date on or before the relevant Special Services Disconnection Date (which do not fall within one of the exceptions set out below) are referred to as “**Covered Special Services**”.

For the avoidance of doubt:

- (a) the Disconnection Date for any remaining ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final ISDN Exit Date;
- (b) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered ISDN Access Service Families (including any remaining ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that have not been disconnected by the Final ISDN Exit Date and any ISDN (C) Products) within the Covered ISDN Access Service Families is the Final ISDN Exit Date including those not in the Covered SS Classes but that are still within the Covered ISDN Access Service Families);
- (c) the Final Sunset Exit, and the Final ISDN Exit Date, for the Covered ISDN Access Service Families aligns with the Special Services Disconnection Date for the ISDN (C) Products;
- (d) the Disconnection Date for any remaining DDS Fastway, DAR, Megalink or Frame Relay Products and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families will be the subsequent Disconnection Dates for the respective Rollout Regions until the Final Non-ISDN Exit Date; and
- (e) the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families is the Final Non-ISDN Exit Date (including those not in the Covered SS Classes but that are still within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families).

The Final ISDN Exit Date and Final Non-ISDN Exit Date has been triggered by underlying technologies and platforms that support these Products ceasing to be being supported by the relevant vendors.

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## 2 Application

### 2.1 Application of this Required Measure 5(D)

- (a) For clarity, this disconnection process only applies to the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN2 and ISDN10/20/30.
- (b) The 'stop sell' and Final Sunset Exit provisions (as modified for the particular Covered Access Service Families) in this Required Measure 5(D) apply to all Special Services and Special Service Inputs in the Covered Access Service Families.
- (c) The disconnection arrangements set out in clauses 3.1, 6, 7, 7A, 9 and 10 of this Required Measure 5(D) apply to the Covered SS Classes only.
- (d) Where Telstra supplies a SS Class of the same name to both Wholesale and Retail Customers, this disconnection process applies to both SS Classes.
- (e) Special Service Inputs that are Service Equivalent to the Covered SS Classes have been certified by Wholesale Customers using the codes NI, NM, NN, ND, NF, NL, HL, HD, HF, HI, HM, and HN.

### 2.2 Exceptions to this Required Measure 5(D)

- (a) The following are exceptions to the Disconnection Process in this Required Measure 5(D):
  - (i) subject to clause 3.3(a), Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A end or the Premises at the B end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan and clause 10.7(b) of this Required Measure 5(D); and
  - (ii) subject to clause 3.3(a), Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

### 2.3 Application of this Required Measure 5(D) is dependent on data from NBN Co and may be subject to change

- (a) The application of the disconnection processes in this Required Measure 5(D) to a particular Premises within a Rollout Region is based on the most current information Telstra has received from NBN Co about the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time a relevant assessment under this Required Measure is made. The application of this Required Measure 5(D) to a particular Premises may subsequently change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection arrangements

### 3.1 Disconnection Dates for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered Special Service is the relevant Special Services Disconnection Date as set out in clause 1 of this Required Measure 5(D).
- (b) Subject to clauses 3.1(c), to (e) subject to clauses 3.3(a) and 3.4(a), of this Required Measure 5(D), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the relevant Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting the Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region.
- (c) Subject to clauses 3.3(a) and 3.4(a), where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and, as a result, Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure 5(D).
- (d) Subject to clauses 3.3(a) and 3.4(a), where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Delayed Access Technology Notification) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure 5(D).
- (e) Where a Relevant Atomic Service is supplied to a Critical Infrastructure Premises, Telstra will disconnect the Relevant Atomic Service in accordance with clause 10.7 of this Required Measure 5(D).

### 3.2 Final Sunset Exit (applies to all Services in a Covered Access Service Family)

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in a Covered Access Service Family on a national basis, across both Telstra Wholesale and Telstra Retail Business Units. This means that Direct Special Services and Special Service Inputs in a Covered Access Service Family that are not already disconnected as at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) will be exited at the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), and those services disconnected, irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout

Region and regardless of the Rollout Region within which a particular Premises is located;

- (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
- (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable,

**(Final Sunset Exit).**

### **3.3 Final Exit Date for Covered ISDN Access Service Families (applies to all Services in a Covered ISDN Access Service Family)**

- (a) The date for the Final Sunset Exit of the Covered ISDN Access Service Families is 31 May 2022 (**Final ISDN Exit Date**). This means that all Services within the Covered ISDN Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be exited at the Final ISDN Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(D), irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iv) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs of a Covered ISDN Access Service Family terminates at an MDU Common Area.
- (b) As required by the Plan, the Final ISDN Exit Date is the same in respect of both Retail Customers and Wholesale Customers.
- (c) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final ISDN Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

### **3.4 Final Exit Date for Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families (applies to all Services in the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families)**

- (a) The date for the Final Sunset Exit of the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families is 31 August 2022 (**Final Non-ISDN Exit Date**). This means that all Services within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families that are not already disconnected, and which remain active on the Final Non-ISDN Exit Date, will be exited

at the Final Non-ISDN Exit Date and those services disconnected in accordance with clause 11 of this Required Measure 5(D), irrespective of:

- (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable; and
  - (iv) notwithstanding clause 1.4 of the Plan, whether the Direct Special Services and Special Service Inputs of a Covered ISDN Access Service Family terminates at an MDU Common Area.
- (b) As required by the Plan, the Final Non-ISDN Exit Date is the same in respect of Retail Customers and Wholesale Customers.
  - (c) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final Non-ISDN Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).

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## 4 Commencement of 'stop sell' for Covered Access Service Families

### 4.1 'Stop sell' for the Covered Access Service Families

- (a) On and from 30 June 2018 Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered Access Service Family.

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## 5 Period after which no moves or changes can be made

### 5.1 No moves or changes for Covered Special Services

- (a) Subject to clause 5.1(c) of this Required Measure 5(D), Telstra will apply a period during which no moves or changes can be made to Covered Special Services on and from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the date that the Covered Special Service is required to be disconnected during the SS Principal Disconnection Window (**No Changes Period**).
- (b) Subject to clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), if a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any No Changes Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a No Changes Period or Order Stability Period, as applicable.

- (c) Subject to clauses 3.3(a) and 3.4(a) of this Required Measure 5(D), if the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(D) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(D).

## 5.2 Exceptions to the no moves or changes period

During the No Changes Period for the Covered Special Services, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input in a Covered SS Class, except:

- (a) orders for disconnection of Covered Special Services (including orders for number portability or service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

## 5.3 No moves or changes for all remaining Copper Services before the Final Sunset Exit Date

For all remaining Copper Services in the Covered Access Service Families that are subject to the Final Sunset Exit disconnection arrangements outlined in clause 11, for a period commencing on and from 20 Business Days before the Final Sunset Exit Date, Telstra will not process any order types it receives in respect to moves, adds or changes, except:

- (a) to the same extent order types listed in Attachment A are permitted for the SS Order Stability Period.

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# 6 Communication with Wholesale Customers prior to Disconnection for the Covered SS Classes

## 6.1 Preliminary SS Disconnection List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Wholesale Customer 9 months before the relevant Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Preliminary SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

## 6.2 6 Month SS Disconnection Lists notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Wholesale Customer 6 months before the Special Services Disconnection Date for that Covered SS Class, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

## 6.3 Dispute process

- (a) Within 20 Business Days of Telstra providing a Wholesale Customer with a 6 Month SS Disconnection List, the Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer being a Double Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A end Premises or B end Premises under clause 22.8 of the Plan;
  - (iii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class (for example, the Direct Special Service forms part of the DDS Low Speed Access Service Family);
  - (iv) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.
  - (v) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class
- (b) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is



passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.

- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.3 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List (referred to in clause 6.4(e)).
- (d) If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (e) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.4(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.
- (f) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:
  - (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
  - (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

#### **6.4 Further SS Disconnection Lists notified to Wholesale Customers**

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection List**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List



being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

#### **6.5 SS In-Train Order Premises List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service (other than the ISDN (C) products) to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

#### **6.6 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date**

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(D), where the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date for a Covered SS Class but before the Final Exit Date, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.3(g).
- (b) Where Telstra has announced a Final Exit Date for a product within a Covered Access Service Family, notification of remaining services to be disconnected as part of that exit will occur in line with Telstra's "business as usual" processes for exiting products (noting clause 6A of this Required Measure 5(D) which deals with the procedure Telstra must follow for Wholesale Customers).

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## 6A Communication with Wholesale Customers prior to Final ISDN Exit Date and Final Non-ISDN Exit Date

**Explanatory Note:** From the publication of this amended Required Measure 5(D), Wholesale Customers will need to read the ISDN Services Lists or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists (as relevant) in combination with the disconnection notifications provided in accordance with Required Measure 2.

### 6A.1 ISDN Services List notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered ISDN Access Service Family:

- (a) an Initial ISDN Services List by 9 months before the Final ISDN Exit Date which includes all active Special Services and Special Service Inputs in a Covered ISDN Access Service Family which Telstra expects to be subject to disconnection from the Final ISDN Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final ISDN Exit Date until the date that is 1 month before to the Final ISDN Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final ISDN Exit Date (**Updated ISDN Services Lists**),

together the ISDN Services Lists.

For the avoidance of doubt, the ISDN Services Lists will include any active Special Service and Special Service Inputs in a Covered ISDN Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(D) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the ISDN Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
  - (d) The ISDN Services List updated 1 month prior to the Final ISDN Exit Date is also known as the "**Final ISDN Services List**"

## 6A.2 DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists notified to Wholesale Customers

Telstra will provide the following to each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered DDS Fastway, Data Access Radial, Megalink Frame Relay Access Service Family:

- (a) an Initial DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List by 9 months before the Final Non-ISDN Exit Date which includes all active Special Services and Special Service Inputs in a Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family which Telstra expects to be subject to disconnection from the Final Non-ISDN Exit Date;
- (b) once per month from the date that is approximately 6 months before the Final Non-ISDN Exit Date until the date that is 1 month before to the Final Non-ISDN Exit Date, an updated list which includes any remaining active services Telstra expects to be subject to disconnection from or before the Final Non-ISDN Exit Date (**Updated DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List**),

together the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists.

For the avoidance of doubt, the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists will include any active Special Service and Special Service Inputs in a Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family which Telstra expects to be subject to disconnection:

- (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this Required Measure 5(D) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; and
  - (iv) as part of the Final Sunset Exit.
- (c) Telstra will provide the DDS Fastway, Data Access Radial, Megalink, Frame Relay Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
  - (d) The DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List updated 1 month prior to the Final Non-ISDN Exit Date is also known as the "**Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List**".

## 6A.3 Dispute Process

- (a) A Wholesale Customer may notify Telstra of any Service on an ISDN Services List or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.

- (b) The Wholesale Customer may not raise a dispute in respect of Services on an ISDN Services List or DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6A.3(a) in accordance with the processes outlined in the relevant supply agreement.
- (d) If the parties have failed to resolve a dispute as to whether a Service is in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) by the date which is 15 Business Days before the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant), then Telstra is permitted to treat the Service as being in a Covered ISDN Access Service Family or Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Family (as relevant) and disconnect that Service.

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## 7 Commencement of Disconnection of Special Services

### 7.1 Application of Clause 7

Clause 7 does not apply to Premises in respect of ISDN (C) Products.

### 7.2 SS Final Disconnection List

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,Telstra will update its database accordingly.
- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (the SS Premises Address List).
- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
  - (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a Rollout Disconnection Date will not occur on or before the Special Services Disconnection Date;
  - (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
  - (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up

to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan;

- (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises; and
- (v) any Relevant Atomic Services supplied to Critical Infrastructure Premises,

and will be the SS Final Disconnection List for the Covered SS Class(es).

- (d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

### **7.3 Final Notification for Wholesale Customers before the Disconnection Date**

- (a) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

### **7.4 Final Notification for Wholesale Customers after the Disconnection Date**

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**) and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
- (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.5(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,
- (the SS Updated Final Disconnection List).
- (c) Telstra will notify Wholesale Customers of:
- (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOP as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## **7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP**

### **7A.1 Application of Clause 7A**

Clause 7A only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located.

Clause 7A does not apply to:

- (a) Critical Infrastructure Premises in respect of Relevant Atomic Services; and
- (b) Premises in respect of ISDN (C) Products (because the Special Services Disconnection Date aligns with the Final ISDN Exit Date).

## 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.5, clause 7 and clause 7A of this Required Measure 5(D), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

(a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:

- (i) has been received by NBN Co as at; and
- (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,

the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

(b) in respect of that Premises:

- (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
- (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

(c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

(d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or

(e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of

whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or

- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

### **7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## **8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family**

### **8.1 Disconnection arrangements - Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families**

Telstra will:

- (a) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D); and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clause 3.2, 3.4, 6A and 11 of this Required Measure 5(D)



## 8.2 Disconnection arrangement - Covered ISDN Access Service Families

Telstra will:

- (a) subject to clause 9.1(d), disconnect all ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window applicable to the Frame Relay and ISDN Products;
- (b) disconnect all other ISDN10/20/30 (P), (B) and (N) and all Special Service Inputs that are Service Equivalent to those Special Service Classes that are within the Covered ISDN Access Service Families in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D) applicable to the Frame Relay and ISDN Products; and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent within the Covered ISDN Access Service Families (including all ISDN (C) Products) in accordance with the Final Sunset Exit arrangements set out in clause 3.3, 6A and clause 11 of this Required Measure 5(D).

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## 9 Managed Disconnection of Special Services and Special Service Inputs within a Covered SS Class

### 9.1 Managed Disconnection

- (a) For the purposes of this Required Measure 5(D), the SS Principal Disconnection Window refers to the period on and from 15 Business Day after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(D); and
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
  - (i) service disconnection; followed by,
  - (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for that the applicable Covered SS Class for that

Covered Special Service and is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(D) do not apply to these Covered Special Services.

## **9.2 Service disconnection**

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations, Telstra will commence the disconnection of all services on that list supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 15 Business Day after the Special Services Disconnection Date and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Disconnection Date (**SS Service Disconnection Phase**).
- (b) Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:
  - (i) rejecting and removing all pending orders from Telstra's systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

## **9.3 Reconnection where disconnection not required**

- (a) For clarity, nothing in this Required Measure 5(D) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

## **9.4 Permanent disconnection**

- (a) After the SS Service Disconnection Phase and up until the end of the relevant SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.

- (d) All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.
- (e) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the relevant SS Principal Disconnection Window.
- (f) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.

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## 10 Disconnection of Remaining Premises

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class after the relevant Special Services Disconnection Date and before a Final Sunset Exit

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, and subject to clause 3.1(e) of this Required Measure 5(D), if the Disconnection Date for a Rollout Region in which a service in a Covered SS Class is being supplied is after the relevant Special Services Disconnection Date, then Telstra will disconnect any existing Copper Services in a Covered SS Class following the Rollout Region Disconnection Date using the same disconnection processes that apply to standard services in Required Measure 2 (and if applicable, clause 10.1(b) of this Required Measure 5(D)).
- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
  - (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
  - (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
  - (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and

- (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).
- (c) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered ISDN Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.3 and clause 11 of this Required Measure 5(D). For the avoidance of doubt, this includes all ISDN (C) Products.
- (d) Notwithstanding anything to the contrary in this clause 10, all Services within the Covered DDS Fastway, Data Access Radial, Megalink, Frame Relay Access Service Families that are not already disconnected, and which remain active on the Final Sunset Exit Date, will be subject to disconnection in accordance with clause 3.4 and clause 11 of this Required Measure 5(D).

## 10.2 Types of Premises removed from the SS Updated Final Disconnection List

- (a) In addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Direct Special Services and Special Service Inputs to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
  - (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan or a Final Exit Date;
  - (v) MDU Common Areas; and
  - (vi) Relevant Atomic Services at Critical Infrastructure Premises,

but will instead be disconnected in accordance with specific rules applicable to each category.

## 10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months

before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:

- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(D) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(D) will be applied as modified by clause 10.3(b) of this Required Measure 5(D).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.3(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3(b):
    - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window;
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;

- (C) clauses 7.1(c)(iii) and 7.3(b) of this Required Measure 5(D) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.
- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:
- (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(D) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(D) will be applied as modified by clause 10.3A(b) of this Required Measure 5(D).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered Class supplied to the Delayed Notification SS Premises in accordance with clause 10.3A(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection

following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;

- (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a);
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (c) for the purposes of this clause 10.3A(b):
- (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
  - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
  - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(D) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **10.4 Disconnection of Added Premises**

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **10.5 Disconnection of Affected Premises**

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.



## 10.6 Disconnection of MDU Common Areas

- (a) Subject to clauses 3.2 to 3.4 and the Final Sunset Exit Date, in accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the End of Rollout Date MDUCA Disconnection Date.
- (c) For the avoidance of doubt, Direct Special Services and Special Service Inputs of a Covered SS Class that is subject to a Final Sunset Exit Date will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

## 10.7 Disconnection of Relevant Atomic Services at Critical Infrastructure Premises

- (a) In respect of each Relevant Atomic Service supplied to a Critical Infrastructure Premises at the Special Services Disconnection Date for DDS Fastway, DAR and Megalink Products:
  - (i) Telstra may continue to supply the Relevant Atomic Service to the Critical Infrastructure Premises until the 31 December 2020 (**Critical Infrastructure Extension Date**); and
  - (ii) Telstra will disconnect the Relevant Atomic Service to the Critical Infrastructure Premises during the period on and from 5 Business Days after the Critical Infrastructure Extension Date to the date that is 55 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Disconnection Window**). Disconnection during the Critical Infrastructure Disconnection Window will happen in two stages;
    - (A) Telstra will commence service disconnection from the date that is 5 Business Days after the Critical Infrastructure Extension Date up to and including/complete service disconnection by the date that is 20 Business Days after the Critical Infrastructure Extension Date (**Critical Infrastructure Service Disconnection Phase**); and
    - (B) after the Critical Infrastructure Service Disconnection Phase and up until the end of the Critical Infrastructure Disconnection Window, Telstra will perform permanent disconnection of the Relevant Atomic Services.
- (b) If a Relevant Atomic Service at a Critical Infrastructure Premises forms part of a Double Ended Special Service (including where the A end and B end are located in the same Rollout Region), Telstra will continue to provide the Relevant Atomic Clock Service in accordance with clause 22.11 of the Plan.



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## 11 Disconnection from the Final Sunset Exit Date

### 11.1 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family as part of the Final Sunset Exit

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final ISDN Services List or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant).
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final ISDN Services List or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) on the date that is 1 Business Day after the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) and complete disconnection of these services as soon as reasonably practicable after the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant).
- (c) Notwithstanding clauses 11.1(a)-(b) of this Required Measure 5(D) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered ISDN Access Service Family or the Final DDS Fastway, Data Access Radial, Megalink, Frame Relay Services List (as relevant) beyond the Final ISDN Exit Date or Final Non-ISDN Exit Date (as relevant) if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and (e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application during the No Changes Period
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the No Changes Period for both Wholesale and Retail customers. Note that Telstra’s business-as-usual timeframes will apply to the processing of any orders received during the No Changes Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the No Changes Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests will not be allowed.</p>	
<p><b>Changes to Service Details for nuisance calls and silent line requests</b></p> <p>Telstra is permitted to process requests to change a telephone listing so that it will not be published in Telstra’s directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra’s standard process.</p>	
<p><b>Orders that are received prior to the commencement of the No Changes Period</b></p> <p>For example, In-flight orders.</p>	
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Telstra is permitted to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse / partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	

Order Description	Service Restriction application during the No Changes Period
<p><b>Exchange Based Virtual Services</b></p> <p>Telstra is permitted to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the No Changes Period.</p>	
<p><b>Orders associated with Port Changes at the Telstra Exchange</b></p> <p>Orders relating to ULL Port Swap activity in Telstra Exchanges where the Wholesale Customer has certified prior to processing, that the resulting Port Change remains connected on the same Premises, Customer and Service type prior to the Port Change and will not involve a technology upgrade of the End User's Service.</p>	

# Required Measure 5(E) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Family Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service

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## 1 Background

Telstra has announced that it has decided to exit wholesale domestic transmission capacity services over copper (this is the Access Service Family Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service under the Plan). Telstra intends that this exit will occur in line with the NBN fixed network rollout until a final exit date occurs. This final exit date has not been announced but is currently anticipated to be in 2022.

This exit affects all of the product bundles supplied by Telstra as Wholesale Transmission (WTx), Managed Leased Line and Data Carriage Services supplied over copper. This will mainly affect 2Mbps services, but it may also affect other bandwidths delivered using a number of copper links (such as four 2Mbps sold as an 8Mbps service). This exit does not impact Wholesale Transmission services supplied over fibre, including fibre Managed Leased Line services. This Required Measure 5(E) applies to the Access Service Family Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service and all Special Service Inputs that are Service Equivalent to the SS Classes in that Access Service Family, together, the Covered Access Service Family. Therefore, the Final Sunset Exit arrangements in this Required Measure 5(E) apply to the entire Covered Access Service Family.

This Required Measure 5(E) also sets out additional 'stop sell' and disconnection processes that only apply to the SS Classes Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service (P), (B) and (N), referred to together in this Required Measure 5(E) as the **Covered SS Classes**. Telstra will be applying a 'stop sell' in a staggered manner so that it commences on and from the date that is 6 months prior to the Disconnection Date for the SS Class. Cease sale will then apply to Covered SS Classes that are disconnected following a subsequent Disconnection Date for that Rollout Region as it applies to other standard services in the Rollout Region.

In accordance with clause 22.1(b) of the Plan, the Disconnection Date for the Covered SS Classes is 31 May 2019 (**Special Services Disconnection Date**).

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(E) apply to services in the Covered SS Classes only.

Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date on or before the relevant Special Services Disconnection Date (which do not fall within one of the exceptions set out below) are referred to as '**Covered Special Services**'.

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## 2 Application

### 2.1 Application of this Required Measure 5(E)

- (a) For clarity, this disconnection process only applies to the Access Service Family Wholesale Transmission – CRA 163 – Telstra domestic tail transmission capacity service (including product bundles provided over the same access service, as described above).
- (b) The Final Sunset Exit provisions in this Required Measure 5(E) apply to all Special Services and Special Service Inputs in the Covered Access Service Family.
- (c) The disconnection arrangements set out in clauses 3.1, 4.1, 5.1, 5.2, 6, 7, 7A, 9 and 10 of this Required Measure 5(E) apply to the Covered SS Classes only.
- (d) Special Service Inputs that are Service Equivalent to the Covered SS Classes have been certified by Wholesale Customers using the codes HW or NW.

### 2.2 Exceptions to this Required Measure 5(E)

- (a) Subject to clause 3.2 of this Required Measure 5(E), the following are exceptions to the Disconnection Process in this Required Measure 5(E):
  - (i) Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A end or the Premises at the B end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan; and
  - (ii) Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

### 2.3 Application of this Required Measure 5(E) is dependent on data from NBN Co and may be subject to change

- (a) The application of the disconnection processes in this Required Measure 5(E) to a particular Premises within a Rollout Region is based on the most current information Telstra has received from NBN Co about the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time a relevant assessment under this Required Measure is made. The application of this Required Measure 5(E) to a particular Premises may subsequently change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## 3 Disconnection arrangements

### 3.1 Disconnection Dates for each Covered SS Class of Direct Special Service

- (a) The Disconnection Date for each Covered SS Class is the relevant Special Services Disconnection Date as set out in clause 1 of this Required Measure 5(E).

- (b) Subject to clauses 3.1(c) and (d) of this Required Measure 5(E), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan, if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the relevant Special Services Disconnection Date for a Covered SS Class, the rules for disconnecting the Services will apply to the Direct Special Services and Special Service Inputs in the Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region.
- (c) Where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Access Technology Change Notification) and, as a result, Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3 of this Required Measure 5(E).
- (d) Where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (Delayed Access Technology Notification) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 10.3A of this Required Measure.

### **3.2 Final Sunset Exit (applies to all Services in the Covered Access Service Family)**

- (a) Telstra has announced that it intends to exit any remaining Direct Special Services and Special Service Inputs in the Covered Access Service Family on a national basis. This means that Direct Special Services and Special Service Inputs in the Covered Access Service Family that are not already disconnected as at the Final Exit Date will be exited, and subject to service disconnection, irrespective of:
  - (i) whether the Direct Special Service or Special Service Input is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable;
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable;
  - (iv) whether the service is a Double-Ended Special Service that Telstra is not yet required to disconnect in accordance with clauses 22.8 and 22.11 of the Plan; and
  - (v) whether the Direct Special Service or Special Service Input terminates at an MDU Common Area,

**(Final Sunset Exit).**

- (b) When Telstra sets the date for the Final Sunset Exit (Final Exit Date) Telstra will provide affected Wholesale Customers with not less than 18 months prior notice of the Final Exit Date (unless Telstra agrees a shorter notice period with a Wholesale Customer).
- (c) While Telstra has not yet announced the Final Exit Date, it currently anticipates that the Final Exit Date will occur during 2022.

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## 4 Commencement of 'stop sell' for the Covered Access Service Family

### 4.1 'Stop sell' for the Covered SS Classes

- (a) On and from 30 November 2018 Telstra will not supply any new Direct Special Services or Special Service Inputs in the Covered SS Classes to customers. For clarity, this 'stop sell' date applies to requests for new Direct Special Services or Special Services Inputs to be supplied to Premises in a Rollout Region with a Disconnection Date on or before the Special Services Disconnection Date.
- (b) In a Rollout Region with a Disconnection Date after the Special Services Disconnection Date, Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered SS Class after the Cease Sale Commencement Date (i.e. cease sale applies from the ordinary Cease Sale Commencement Date for the Rollout Region).

### 4.2 'Stop sell' for the Covered Access Service Family

- (a) Telstra will provide Wholesale Customers with further details of the 'stop sell' arrangements for other Direct Special Services and Special Service Inputs in the Covered Access Service Family once these have been determined.

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## 5 Period after which no moves or changes can be made

### 5.1 No moves or changes for Covered Special Services

- (a) Subject to clauses 5.1(c) of this Required Measure 5(E) Telstra will apply a period during which no moves or changes can be made to Covered Special Services on and from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the date that the Covered Special Service is required to be disconnected during the SS Principal Disconnection Window (**No Changes Period**).
- (b) If a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any No Changes Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a No Changes Period or Order Stability Period, as applicable.
- (c) If the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the

Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(E) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(E).

## **5.2 Exceptions to the no moves or changes period**

During the No Changes Period for the Covered Special Services, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input in a Covered SS Class, except:

- (a) orders for disconnection of Covered Special Services (including service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

## **5.3 No moves or changes for the Covered Access Service Family (except Covered Special Services)**

Telstra will provide Wholesale Customers with further details of the arrangements for a no changes period for other Direct Special Services and Special Service Inputs in the Covered Access Service Family once these have been determined.

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# **6 Communication with Wholesale Customers prior to Disconnection for the Covered SS Classes**

## **6.1 Preliminary SS Disconnection List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 9 months before the relevant Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (Preliminary SS Disconnection List), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.

## **6.2 6 Month SS Disconnection Lists notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 months before the Special Services Disconnection Date for that Covered SS Class, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (6 Month SS Disconnection List), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations.



### 6.3 Dispute process

- (a) Within 20 Business Days of Telstra providing a Wholesale Customer with a 6 Month SS Disconnection List, the Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:
  - (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer being a Double Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A end Premises or B end Premises under clause 22.8 of the Plan;
  - (iii) the Service acquired by the Wholesale Customer being a Direct Special Service or Special Service Input that is not in a Covered SS Class;
  - (iv) the Service acquired by the Wholesale Customer being supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.
- (b) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class.
- (c) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.
- (d) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.3 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List (referred to in clause 6.4(e)).
- (e) If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (f) If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.4(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.

- (g) If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:
  - (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
  - (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
  - (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

#### 6.4 Further SS Disconnection Lists notified to Wholesale Customers

- (a) Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection List**).
- (b) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.
- (c) Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

#### 6.5 SS In-Train Order Premises List notified to Wholesale Customers

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

- (b) Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

#### **6.6 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date**

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(E), Where the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date for a Covered SS Class but before the Final Exit Date, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.3(g).
- (b) Where Telstra has announced a Final Exit Date for a product within a Covered Access Service Family, notification of remaining services to be disconnected as part of that exit will occur in line with Telstra's 'business as usual' processes for exiting products.

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## **7 Commencement of Disconnection of Special Services**

### **7.1 SS Final Disconnection List**

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,Telstra will update its database accordingly.
- (b) Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (the **SS Premises Address List**).
- (c) Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:
  - (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in a Rollout Region for which a Disconnection Date will not occur on or before the Special Services Disconnection Date;

- (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
- (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
- (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises;

and will be the **SS Final Disconnection List** for the Covered SS Class(es).

- (d) For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

## 7.2 Final Notification for Wholesale Customers before the Disconnection Date

- (a) Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.
- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations.
- (c) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

## 7.3 Final Notification for Wholesale Customers after the Disconnection Date

- (a) Where Telstra continues to supply a Covered Special Service to a Premises:
  - (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**); and
  - (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

- (b) For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:
- (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.5(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
  - (ii) any additional Direct Special Services and Special Service Inputs in a Covered SS Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
  - (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co as at the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,
- (the SS Updated Final Disconnection List).
- (c) Telstra will notify Wholesale Customers of:
- (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
  - (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOP as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of Clause 7A

Clause 7A only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located.

### 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.5, clause 7 and clause 7A of this Required Measure 5(E), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

- (a) an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:
  - (i) has been received by NBN Co as at; and
  - (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,

the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

- (b) in respect of that Premises:
  - (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
  - (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (c) an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or
- (d) the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or
- (e) one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or
- (f) a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

### 7A.3 Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

- (a) that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (b) unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## 8 Disconnection of Special Services and Special Service Inputs within a Covered Access Service Family

### 8.1 Disconnection arrangements

Telstra will:

- (a) subject to clause 9.1(d), disconnect all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window;
- (b) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(E); and
- (c) apply service disconnection to all remaining Direct Special Services and Special Service Inputs that are Service Equivalent in the Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clause 3.2 of this Required Measure 5(E).

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## 9 Managed Disconnection of Special Services and Special Service Inputs within a Covered SS Class

### 9.1 Managed Disconnection

- (a) For the purposes of this Required Measure 5(E), the **SS Principal Disconnection Window** refers to the period on and from 15 Business Day after the Special Services



Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.

- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
  - (ii) all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(E); and
- (c) Disconnections during the SS Principal Disconnection Window will occur in two stages:
  - (i) service disconnection; followed by,
  - (ii) permanent disconnection.

The process involved in each stage is described in clauses 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class which is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 9.2 and 9.4 of this Required Measure 5(E) do not apply to these Covered Special Services.

## **9.2 Service disconnection**

- (a) Upon receiving the SS Updated Final Disconnection List from Telstra Operations, Telstra will commence the disconnection of all services on that list supplied to a Wholesale Customer on the date that is 15 Business Day after the Special Services Disconnection Date and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Special Services Disconnection Date (**SS Service Disconnection Phase**).
- (b) Telstra Wholesale carries out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:
  - (i) rejecting and removing all pending orders from Telstra's systems;
  - (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
  - (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the Service Disconnection Phase.

## **9.3 Reconnection where disconnection not required**

- (a) For clarity, nothing in this Required Measure 5(E) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing



Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

#### **9.4 Permanent disconnection**

- (a) After the SS Service Disconnection Phase and up until the end of the relevant SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.
- (b) Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.
- (c) Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.
- (d) Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the relevant SS Principal Disconnection Window.
- (e) Where disconnection orders are identified as having not been processed due to an error, these will then be corrected and re-submitted into Telstra's systems. A check will be conducted to ensure the service is disconnected. This process will be repeated until the relevant Covered Special Service is permanently disconnected.

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## **10 Disconnection of Remaining Premises**

### **10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class after the relevant Special Services Disconnection Date and before a Final Sunset Exit**

- (a) In accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region in which a service in a Covered SS Class is being supplied is after the relevant Special Services Disconnection Date and before the Final Exit Date, then Telstra will disconnect any existing Copper Services in a Covered SS Class following the Rollout Region Disconnection Date using the same disconnection processes that apply to standard services in Required Measure 2 (and if applicable, clause 10.1(b) of this RM5(E)).
- (b) If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:
  - (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary

Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;

- (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;
- (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
- (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).

## **10.2 Types of Premises removed from the SS Updated Final Disconnection List**

- (a) In addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:
  - (i) Added Premises;
  - (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
  - (iii) Direct Special Services and Special Service Inputs to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
  - (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan or a Final Exit Date; and
  - (v) MDU Common Areas,

but will instead be disconnected in accordance with specific rules applicable to each category.

### 10.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology

- (a) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:
  - (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(E) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(E) will be applied as modified by clause 10.3(b) of this Required Measure 5(E).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 10.3(a), Telstra will:
  - (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.3(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3(b):
    - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window;

- (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;
  - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(E) do not apply so Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
  - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.
- (c) If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:
- (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
  - (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **10.3A Disconnection of Special Services supplied to Delayed Notification SS Premises**

- (a) If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:
- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
  - (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(E) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7, 8 and 9 of this Required Measure 5(E) will be applied as modified by clause 10.3A(b) of this Required Measure 5(E).

- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered Class supplied to the Delayed Notification SS Premises, in accordance with clause 10.3A(a), Telstra will:
- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
  - (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.3(a);
  - (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
  - (v) for the purposes of this clause 10.3A(b):
    - (A) references in clauses 6, 7, 8 and 9 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;
    - (B) references in clause 9 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;
    - (C) clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(E) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and
    - (D) the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **10.4 Disconnection of Added Premises**

- (a) Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

## 10.5 Disconnection of Affected Premises

- (a) Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.

## 10.6 Disconnection of MDU Common Areas

- (a) In accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.
- (b) Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the ~~End of Rollout Date~~MDUCA Disconnection Date.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application during the No Changes Period
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the No Changes Period for Wholesale customers. Note that Telstra’s business-as-usual timeframes will apply to the processing of any orders received during the No Changes Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the No Changes Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Orders that are received prior to the commencement of the No Changes Period</b></p> <p>For example, In-flight orders.</p>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Wholesale customers will be able to place orders for configuration, software and record changes during the No Changes Period.</p>	

## Schedule 8 Information to be provided by Telstra to NBN Co under the Definitive Agreements

The information set out in this table does not include standard notices or notifications required under the Definitive Agreements (for example, notice of a Force Majeure Event). Telstra will update this list, in consultation with NBN Co, once the information arrangements between Telstra and NBN Co are more fully developed and then from time to time.

**Table 1 Types of information to be provided by Telstra to NBN Co**

Type of information	Circumstances when information disclosed
Street address information about Premises in a Rollout Region	Once Migration has commenced in a Rollout Region (i.e. after the Ready for Service Date).
Notification of changes to Telstra databases or systems	If a Telstra database or system is modified or replaced that is relevant to NBN Co's interactions with Telstra, Telstra will notify NBN Co before the modification or replacement.
A quarterly report on each Rollout Region	Every quarter Telstra must report on a Rollout Region by Rollout Region basis, the following information: <ul style="list-style-type: none"> <li>(a) the identity of the Rollout Region, rollout ready date, the type of Rollout Region, the Disconnection Date for the Rollout Region; and</li> <li>(b) Premises-specific information if the Disconnection Date or rollout Ready Date has occurred (identification information, disconnection status, USO Soft Dial Tone status, type of service provided).</li> </ul>
Notifications and information associated with Pull Through Activities	If NBN Co has requested access to a LIC and intends to take Pull Through Activities Telstra must notify NBN Co about what cables are in the LIC and whether it is suitable for Pull Through Activities (e.g. whether relevant consents are in place). Telstra may also notify NBN Co's Contractors of any information relevant to the performance of Pull Through Activities. Telstra may also notify NBN Co of the results of any reinstatement or remote testing undertaken after NBN Co has completed Pull Through Activities.
Information about LICs	Telstra may notify NBN Co when it needs to do emergency work, repair or maintenance to a LIC, or if it becomes aware that a third party has damaged or disrupted active services in a LIC.



Type of information	Circumstances when information disclosed
A monthly report on Premises with active services in certain Rollout Regions	<p>Telstra may, at least once per calendar month, provide a report for Premises with an active retail or wholesale Copper Service or HFC Service (or interim fibre or interim wireless service) in each Rollout Region with a Disconnection Date occurring within a six month period from the date of the report (or for which, as at the date of the report, the Disconnection Date has occurred), setting out:</p> <ul style="list-style-type: none"> <li>(a) information about the location to which, and the type of network over which, that service is provided; and</li> <li>(b) in respect of services provided by Telstra to its Retail Customers, the Retail Customer name(s) in Telstra's systems associated with that retail service.</li> </ul> <p>The report will not include details of any services provided to end users by Telstra's Wholesale Customers, unless the relevant Wholesale Customer has consented to the disclosure.</p>

**Table 2 Information which is provided both from NBN Co to Telstra and Telstra to NBN Co**

Type of information	Circumstances when information disclosed
Service address information	Telstra will provide address information to NBN Co where the address identifiers provided to Telstra do not match with Telstra's internal records.
Technical information	Telstra may provide technical or other information to NBN Co in the course of providing all reasonable technical assistance to NBN Co when it is developing product functionality required to migrate special services.
Information which Telstra has about any LICs which are not owned by Telstra	If, after the Ready for Service Date, Telstra is aware of non-Telstra owned LICs in a Rollout Region Telstra must notify NBN Co.

## Schedule 9 Excluded Order Types

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during OSP for both Wholesale and Retail customers. Note that our business-as-usual timeframes will apply to the processing of any orders received during the OSP. In the event the order is received and not completed prior to DD, the service will be disconnected as per the disconnection requirements. An exception will occur where a valid NBN Transition order has been confirmed by NBN Co. In these cases the copper service(s) will not be disconnected until Telstra is required to do so under clause 15.1A(c) or 15.1(c) of the Migration Plan (as applies to the relevant Premises).</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the Order Stability Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests will only be allowed in conjunction with a valid NBN Transition order being confirmed by NBN Co.</p>	
<p><b>Change to Service Details for nuisance calls and silent line requests</b></p> <p>Allows Telstra to process requests to change a telephone listing so that it will not be published in Telstra's directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra's standard process.</p>	
<p><b>Orders that are received prior to the OSP Commencement Date</b></p> <p>For example, In-flight orders.</p>	

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Allows Telstra to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Exchange Based Virtual Services</b></p> <p>Allows Telstra to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>In-Train Orders</b></p> <p>Telstra may Restore an active Copper Service or HFC Service following confirmation of an In-Train Order in respect of that Premises, in accordance with clause 15.1A(c) or 15.1(c) (as applies to the relevant Premises).</p>	

Order Description	Service Restriction application from the Order Stability Commencement Date
<p><b>Special Service Software and Telstra Managed Network changes (applicable as an Excluded Order only in respect of an SS Order Stability Period)</b></p> <p>Allows Telstra to manage requests for software upgrades (PVC and speed changes that do not requires network upgrades) to Direct Special Service products and upgrades to terminating devices (e.g. Routers) that are part of a Telstra managed network device used for a Direct Special Service (e.g. Connect IP Ethernet Lite, Connect IP Ethernet Lite Telephony).</p>	
<p><b>Orders associated with Port Changes at the Telstra Exchange</b></p> <p>Orders relating to ULL Port Swap activity in Telstra Exchanges where the Wholesale Customer has certified prior to processing, that the resulting Port Change remains connected on the same Premises, Customer and Service type prior to the Port Change and will not involve a technology upgrade of the End User's Service.</p>	

## Schedule 10 — Dictionary

In this Plan, the following terms have the meanings set out below unless the context otherwise requires:

<b>Access Service Family</b>	means the Copper Services (which are Direct Special Services) specified in the 'Access Service Family' column in Tables 1 and 2 of Schedule 4 (as updated in accordance with clause 22.16), each of which is divided into the SS Classes. The Access Service Families in each of those Tables are separate, even if the names of the Copper Services (which are Direct Special Services) in each of those Tables are the same or similar;
<b>Access Technology</b>	means an access technology used by NBN Co to connect a premises or a location to the NBN Fixed Line Network, which may include the following access technologies: <ul style="list-style-type: none"><li>(a) fibre to the premises;</li><li>(b) fibre to the node;</li><li>(c) fibre to the basement;</li><li>(d) hybrid fibre-coaxial cable;</li><li>(e) fibre to the curb; and</li><li>(f) each other fixed network technology notified to Telstra by NBN Co, as provided in clause 22.16;</li></ul>
<b>Acquired Network</b>	means a fixed line telecommunications network (excluding a Third Party HFC Network (or any part of it), or any network (or any part of it) transferred to NBN Co under the Infrastructure Services Agreement) where NBN Co or a related entity of NBN Co has entered into an agreement, arrangement or understanding to acquire the ownership, control or operation of that network from a person (other than NBN Co or a related entity of NBN Co);
<b>Acquired Network Rollout Region</b>	means a geographic region (as determined by NBN Co on a case by case basis, which may or may not be a Service Area Module) that is or will be serviced using the relevant Acquired Network;
<b>Act</b>	means the Telecommunications Act 1997 (Cth);
<b>Active Eligible Premises</b>	means a Premises (other than an MDU Common Area) that: <ul style="list-style-type: none"><li>(d) is in the Fixed Line Footprint for a Rollout Region;</li><li>(e) has at least one active Copper Service or HFC Service; and</li><li>(f) has at least one Telstra Copper Path or HFC Line that Telstra expects will be required to be Path disconnected or Line disconnected by no later than 55 Business Days</li></ul>

after the relevant Disconnection Date for the Rollout Region in which that Premises is located;

- Active HFC Service** means an Active Eligible Premises which has at least one Active HFC Service;
- Added Premises** has the meaning given in clause 15.2;
- Adequately Served** in respect of a Premises, means:
- (a) that Premises is capable of being connected to a network (Alternative Network) to receive fixed line carriage services where:
    - (i) that Alternative Network is used, or is capable of being used, to supply a carriage service where the download transmission speed of the carriage service is normally more than 25 Mbps; and
    - (ii) a Layer 2 bitstream service (as defined in the Act) is available for supply to carriage service providers by the owner or operator of the Alternative Network by virtue of that Layer 2 bitstream service being declared by the ACCC under Part XIC of the Competition and Consumer Act or otherwise being required by law to be supplied on the Alternative Network; and
  - (b) either:
    - (i) that Alternative Network is a Telstra fibre network which is capable of supplying a standard telephone service under the USO and Telstra has connected the premises with a fibre line; or
    - (ii) that Alternative Network is not a Telstra fibre network but is capable of supplying a standard telephone service which would enable Telstra to perform its USO obligations and is connected to the premises with a fixed line; and
  - (c) that premises is:
    - (i) not Passed;
    - (ii) not connected only by a Copper Line which is owned by Telstra;
    - (iii) not connected only by a Copper Line which is owned by Telstra and an HFC Line which is owned by Telstra or a line connected to the Optus HFC Network;
    - (iv) not connected only to the Optus HFC Network; or
    - (v) in the NBN Fixed Line Footprint at any time;
- Adjudicator** has the meaning given in the Undertaking;

<b>ADSL</b>	means asymmetric digital subscriber line;
<b>Affected Premises</b>	has the meaning given in clause 15.3(a);
<b>Application Service Providers</b>	<p>a supplier or provider of any over the top services or applications supplied over a telecommunications network or using a carriage service, including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) medical alarms;</li> <li>(b) emergency alarms (e.g. fire alarms and indicator panels);</li> <li>(c) payment services (ATMs, EFTPOS);</li> <li>(d) lift phones; and</li> <li>(e) disability services and equipment;</li> </ul>
<b>AT FTTP Order</b>	<p>means, in respect of a Premises within the Fixed Line Footprint in a Rollout Region with a Disconnection Date between 12 July 2019 and the first Disconnection Date that occurs at least 18 months after 12 July 2019, a bona fide order or agreement that is received or entered into by NBN Co:</p> <ul style="list-style-type: none"> <li>(a) to change the Access Technology NBN Co will use to make that Premises NBN Serviceable to FTTP;</li> <li>(b) where the NBN Service will be used for business (whether for profit or not), government, health or educational purposes; and</li> <li>(c) for which NBN Co reasonably expects to be able to complete construction and ensure that the Premises is NBN Connected before the date Telstra would be required to permanently disconnect the Premises under clause 15.1A(c), if clause 15.1A(c) was to apply.</li> </ul>
<b>Attempted NBN Connection Order</b>	<p>means, in respect of a Premises, a bona fide attempt by an NBN Customer to place a valid and serviceable order for the provision of a NBN Service to that Premises which has not resulted in a valid and serviceable order being received by NBN Co (including due to issues related to but not limited to technology, data processing and address issues) except that if the reason that the bona fide attempt did not result in a valid and serviceable order was due to the Premises not being NBN Serviceable the order will only be an Attempted NBN Connection Order if the Premises is located in a Service Continuity Region.</p> <p>For the purposes of this definition, an order modifying or varying a previous order received by NBN Co in respect of Premises is not considered to be a separate order.</p>
<b>BSS</b>	means business support systems;

<b>Cable</b>	means a telecommunications or electricity cable and includes a fibre cable;
<b>Cable Rectification</b>	means reinstating or replacing a Copper Line or HFC Line which was removed for the sole purpose of Pull Through Activities undertaken by NBN Co (or its wholly-owned subsidiary), which includes through the use of a temporary or replacement Cable;
<b>CCA</b>	means the <i>Competition and Consumer Act 2010</i> (Cth);
<b>CDBOR</b>	means Telstra's customer database of record;
<b>Cease Sale Commencement Date</b>	means, for a Rollout Region, the date published by Telstra that will be 10 Business days after the Ready for Service Date for the Rollout Region or such other date agreed between Telstra and NBN Co and approved by the Minister;
<b>Changed Technology Extension Date</b>	means, in respect of a Changed Technology SS Premises: <ul style="list-style-type: none"> <li>(a) if the notification by NBN Co to Telstra of the change in the Access Technology used or proposed to be used to make that Premises NBN Serviceable occurs between the date that is 6 months before the Disconnection Date and the Disconnection Date for the Rollout Region in which the Changed Technology SS Premises is located, the first occurring Wednesday that is a second Wednesday of a calendar month following the date which is at least 12 months after the Disconnection Date of the Rollout Region; or</li> <li>(b) if the notification by NBN Co to Telstra of the change in the Access Technology used or proposed to be used to make that Premises NBN Serviceable occurs after the Disconnection Date for the Rollout Region in which the Changed Technology SS Premises is located, the first occurring Wednesday that is a second Wednesday of a calendar month following the date which is at least 12 months after the date of NBN Co's notification to Telstra of the change in Access Technology.</li> </ul>
<b>Changed Technology SS Premises</b>	means a Premises to which a Direct Special Service or Special Service Input is being supplied at the time that NBN Co notifies Telstra of a change in the Access Technology that NBN Co uses or proposes that it will use to make that Premises NBN Serviceable, where that change results in the Direct Special Service or Special Service Input which is being supplied to that Premises changing from one SS Class prior to NBN Co's notice to a new SS Class.
<b>CMTS</b>	means Cable Modem Termination System.
<b>CMUX</b>	means a customer multiplexer;



**Communications**

means:

- (a) any communication whether:
  - (i) between persons and persons, things and things or persons and things; or
  - (ii) in the form of speech, music or other sounds, data, text, visual images (animated or otherwise), signals, or other form or combination of forms;
- (b) communications which are a “communication” as defined in the Act if that definition differs from paragraph (a); and
- (c) any other service of a similar nature to any one or more of the services under paragraphs (a) or (b).

For the avoidance of doubt, “Communications” does not include any electrical current which exists or is available for use irrespective of any act by Telstra or any other party that is not used to provide a communication;

**Communications Alliance**

means the peak industry body Communications Alliance Ltd;

**Completed ITO Premises**

means an In-Train Order Premises:

- (a) which is NBN Connected; and
- (b) in respect of which, each In-Train Order received by NBN Co for that Premises has either:
  - (i) resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co at that Premises; or
  - (ii) been cancelled by NBN Co’s customer;

**Complex RTC Premises**

means a Premises in the Fixed Line Footprint in a Rollout Region that:

- (a) is not NBN Serviceable as at the Disconnection Date for the Rollout Region in which the Premises is located, and is notified by NBN Co to Telstra as a ‘Complex RTC Premises’ within 3 Business Days after the Disconnection Date for that Rollout Region;
- (b) is not NBN Serviceable at any point after the Disconnection Date for the Rollout Region in which the Premises is located and is notified by NBN Co to Telstra as a ‘Complex RTC Premises’;
- (c) was previously an Extended SCR Premises that was not NBN Serviceable as at 10 September 2020 and was

notified by NBN Co as a 'Complex RTC Premises' on or before 24 September 2020; or

(d) is otherwise agreed between NBN Co and Telstra to be a 'Complex RTC Premises'.

<b>Configuration Data</b>	means data relating to a Copper Service which is used to associate that service to a Copper Path;
<b>Content Service</b>	means: <ul style="list-style-type: none"><li>(a) a broadcasting service;</li><li>(b) an on line information service (for example, a dial up information service);</li><li>(c) an on line entertainment service (for example, a video on demand service or an interactive computer game service);</li><li>(d) any other on line service (for example, an education service provided by a State or Territory government);</li><li>(e) a service of a kind specified in a determination made by the Minister for the purposes of section 15(1) of the Act;</li><li>(f) a service which is a "content service" as defined in the Act if that definition differs from paragraphs (a) – (e); or</li><li>(g) any other service of a similar nature to any one or more of the services under paragraphs (a) – (f);</li></ul>
<b>Continuity Deed</b>	means the deed entitled 'Continuity Deed' dated 14 December 2014 and made between Telstra and NBN Co or any replacement deed (as approved by the Minister) entered into between the same parties to replace the original deed as contemplated by the DAR;
<b>Contracted Special Services</b>	has the meaning given in clause 22.12;
<b>Copper Line</b>	means a copper or aluminium wire based Line or series of Lines that is or, immediately prior to transfer to NBN Co under the Definitive Agreements, was part of a Copper Network that, together with any customer cabling, forms a connection to Premises;
<b>Copper Network</b>	means a network in Australia over which Telstra is in a position to exercise control comprising copper or aluminium wire-based Lines: <ul style="list-style-type: none"><li>(a) from the network boundary point at each Premises up to and including the first electronic remote access multiplexer (for example, a CMUX or RIM) immediately upstream of each such Premises; or</li></ul>

- (b) from the network boundary point at each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such Premises; or
- (c) from the first electronic remote access multiplexer immediately upstream of each Premises up to and including the MDF in a Telstra exchange (or similar location) immediately upstream of each such electronic remote access multiplexer; and
- (d) which is, or has been at any time, used to provide fixed line carriage services, and includes each such electronic remote access multiplexer and MDF;

**Copper Network Management Service**

means services used only by Telstra exclusively for the management of the Copper Network, including for purposes such as network alarm management, cable pressurisation alarms and network synchronisation and other network services agreed between Telstra and NBN Co under the Definitive Agreements, but does not include any carriage services used for:

- (a) voice communications; or
- (b) the carriage of data not exclusively required for the management of Telstra's networks;

**Copper Path**

means a logical path built over a Copper Line or series of Copper Lines connected to the Copper Network to provide a Copper Service. Where that Copper Service is provided over multiple Copper Lines, all Copper Lines over which that Copper Service is provided are taken to form part of the same Copper Path. Where a Copper Line is used to provide a Copper Service to more than one Premises, the Copper Path is the Copper Line to the extent that it is used to provide Copper Services to each such Premises. Where a Copper Sub-loop connecting Premises within a Rollout Region has been transferred to NBN Co and it continues to form part of the Copper Network for the purposes of this Plan pursuant to clause 1.2(c), Telstra is taken to continue to provide a Copper Path over that Copper Line or that part of a Copper Line;

**Copper Service**

in this Plan, means:

- (a) a fixed line carriage service supplied by Telstra using the Copper Network;
- (b) a wholesale carriage service supplied by Telstra using the Copper Network;
- (c) an ULLS supplied by Telstra using the Copper Network; or
- (d) a line sharing service (LSS) supplied by Telstra using the Copper Network;

but does not include:

	(e) Soft Dial Tone; or
	(f) a Network Management Service; or
	(g) any NBN Based Service;
<b>Copper Sub-loop</b>	means a downstream Copper Line or part of a Copper Line terminating at the point at which Telstra's copper infrastructure physically connects to NBN Co's copper infrastructure, after NBN Co acquires any part of that copper infrastructure;
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth);
<b>CRAMER</b>	means the network database system or systems used by Telstra for HFC Services known as "CRAMER" or any replacement or modification of it (and any related systems);
<b>Critical Infrastructure Premises</b>	means a Premises in a Rollout Region with a Disconnection Date that is on or before the Critical Infrastructure Extension Date and is agreed by NBN Co and Telstra to be a "Critical Infrastructure Premises".
<b>Customer Requested Date</b>	in this Plan, means the customer requested date for disconnection as determined in accordance with an Existing Process or Standard Industry Process;
<b>DAR</b>	means the deed entitled 'Deed of Amendment and Restatement' dated 14 December 2014 and made between Telstra and NBN Co or any replacement deed (as approved by the Minister) entered into between the same parties to replace the original deed, as contemplated by the original deed;
<b>DDD</b>	means, in respect of a rollout region, the detailed design document for that Rollout Region prepared in accordance with the Infrastructure Services Agreement;
<b>Deemed SS ITOP</b>	means, in respect of a Premises and a Covered SS Class, a Premises: <ul style="list-style-type: none"> <li>(a) to which Telstra provides a Direct Special Service or Special Service Input within that Covered SS Class as at the relevant Special Services Disconnection Date; and</li> <li>(b) the Special Services Disconnection Date for that Covered SS Class is after the Disconnection Date for the Rollout Region in which that Premises is located; and</li> <li>(c) in respect of which Telstra has not notified either Telstra's Retail Business Unit or Wholesale Customer for that Direct Special Service or Special Service Input before the date that is 6 months prior to the Special Services Disconnection Date for that Covered SS Class that Telstra expects to disconnect that Direct Special Service or Special Service Input.</li> </ul>

**Definitive Agreements**

means each of the following:

- (a) the Implementation and Interpretation Deed;
- (b) the Subscriber Agreement;
- (c) the Infrastructure Services Agreement;
- (d) the Access Deed dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR;
- (e) the DAR;
- (f) the Continuity Deed and Licence Agreement; and
- (g) any other document agreed by the Minister, NBN Co and Telstra to be a Definitive Agreement,

in each case, in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;

**Delayed Notice Extension Date**

means, in respect of a Delayed Notification SS Premise:

- (a) if the notification by NBN Co to Telstra of the Access Technology used or proposed to be used to make that Premises NBN Serviceable occurs between the date that is 6 months before the Disconnection Date and the Disconnection Date for the Rollout Region in which the Delayed Notification SS Premise is located, the first occurring Wednesday that is a second Wednesday of a calendar month following the date which is at least 12 months after the Disconnection Date of the Rollout Region; or
- (b) if the notification by NBN Co to Telstra of the Access Technology used or proposed to be used to make that Premises NBN Serviceable occurs after the Disconnection Date for the Rollout Region in which the Delayed Notification SS Premise is located, the first occurring Wednesday that is a second Wednesday of a calendar month following the date which is at least 12 months after the date of NBN Co's notification to Telstra of the relevant Access Technology.

**Delayed Notification SS Premises**

means a Premises to which a Direct Special Service or Special Service Input is being supplied at the time that NBN Co notifies Telstra of the Access Technology that NBN Co has used, or proposes to use to make that Premises NBN Serviceable, where that notification is first provided by NBN Co to Telstra after the date that is 6 months before the Disconnection Date of the Rollout Region in which that Premises is located (but does not include any Premises that becomes a Changed Technology TSS Premises).

**Department**

means the Department of Communications or any other Department with administrative responsibility for the NBN;

<b>Designated Day</b>	has the same meaning as in section 577A of the Act;
<b>Determination</b>	means the Telecommunications (Migration Plan Principles) Determination 2015 as made by the Minister on 27 January 2015;
<b>Dial Tone</b>	<p>means an audible signal used to indicate that a Copper Path, is capable of being used for a voice service including:</p> <ul style="list-style-type: none"> <li>(a) making telephone calls to emergency numbers;</li> <li>(b) making telephone calls to customer service or fault reporting telephone numbers;</li> <li>(c) receiving telephone calls; or</li> <li>(d) any capability provided by the Telstra product known as “In-Contact Service” or any replacement of that service, or any service that provides similar functionality or has a similar market placement as that service;</li> </ul>
<b>Dictionary</b>	means this Schedule 10 Dictionary;
<b>Direct Special Services</b>	<p>are those carriage services set out in the ‘Access Service Family’ column of Table 1 and 2 in Schedule 4 (as updated from time to time in accordance with clause 22.16), including:</p> <ul style="list-style-type: none"> <li>(a) any Product Bundles specified in Schedule 4 that are provided over Copper Services in the relevant Access Service Family; and</li> <li>(b) any Product Bundles subsequently provided over Copper Services in that Access Service Family;</li> </ul>
<b>Disconnection Commencement Date</b>	means the date determined by NBN Co at its discretion for an Initial Release Rollout Region or Acquired Network Rollout Region and notified by NBN Co to Telstra;
<b>Disconnection Date</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in respect of a Rollout Region, and all HFC Services and Copper Services that are not Special Services or Special Service Inputs within a Rollout Region, the date determined in accordance with clause 7.2;</li> <li>(b) in respect of a Direct Special Service or Special Service Input, the disconnection date for the applicable SS Class determined in accordance with clause 22.1; and</li> <li>(c) in respect of a Contracted Special Service, the date determined as the disconnection date under clause 22.12;</li> </ul>
<b>Disconnection Measure</b>	has the meaning given in clause 29.1(d);

<b>Disconnection Schedule</b>	means the schedule of Disconnection Dates referred to in clause 7.1(a) as published by Telstra from time to time;
<b>Disconnection Trigger Date</b>	means 1 September 2012;
<b>Disconnection Wave</b>	means the group of Rollout Regions whose Disconnection Dates are reasonably proximate to each other, as notified by Telstra to the ACCC;
<b>Disconnection Window</b>	has the meaning given in clause 14.1(c);
<b>Double-Ended</b>	<p>in relation to a Direct Special Service, means:</p> <ul style="list-style-type: none"> <li>(a) the Direct Special Service is provided to an A end Premises and a B end Premises using a Copper Path as the connection to each of those Premises; and</li> <li>(b) Telstra is unable to provide an alternative carriage service or modify that Direct Special Service, such that the service required by the customer can be provided using: <ul style="list-style-type: none"> <li>(i) the NBN Fixed Line Network as the connection to either of the A end Premises or the B end Premises; and</li> <li>(ii) a Copper Path or other non-NBN Fixed Line Network medium as the connection to the other,</li> </ul> </li> </ul> <p>without Telstra or a Wholesale Customer or Retail Customer incurring unreasonable costs;</p>

**Ellenbrook Services** means the retransmission by Telstra, using the HFC Network, of digital free to air television signals to locations in the suburb of Ellenbrook, Western Australia, pursuant to contractual arrangements put in place by Telstra prior to the Varied Plan Commencement Date;

**End of Rollout Date** means the first of the following dates to occur:

- (a) the first date on which the number of Premises that have been either Passed or Adequately Served is at least 92% of the number of Premises in Australia as at that date (as determined in accordance with the Definitive Agreements);
- (b) the date on which a Permanent Cessation of Rollout occurs; or
- (c) the date otherwise determined in accordance with the Definitive Agreements.

**Exchange Building Facility** has the meaning given in the Telecommunications (Regulated Services) Determination (No. 1) 2011;

**Excluded Event** means:

- (d) a matter which falls outside Telstra's responsibilities under this Plan, in accordance with clause 2.2; and
- (e) a failure by NBN Co or third party to do or not to do the thing on which an obligation of Telstra under this Migration Plan is stated to be dependent in clause 2.3,

except that a matter will not be an Excluded Event to the extent it is caused by Telstra failing to fulfil an obligation which it owes otherwise than under this Plan;

**Exempt Body** means any of the authorities or bodies referred to in sections 10 to 16 (inclusive) of the *National Broadband Network Companies Act 2011* (Cth);

**Existing Process** means the existing processes used by Telstra for:

- (a) implementing and managing disconnection; and
- (b) receiving disconnection orders,

as set out in Schedule 1 for Copper Services and Schedule 2 for HFC Services;

**Extended Disconnection Date** means for a Complex RTC Premises means the earlier of the following milestones:

- (a) in the case of a Serviceable Complex RTC Premises, the date that is the later of:



(i) 90 Business Days after NBN Co notifies Telstra that the Premises has become a Serviceable Complex RTC Premises; or

(ii) 150 Business Days after the Disconnection Date for the Rollout Region in which that Serviceable Complex RTC Premises is located; and

(b) 29 April 2022 (or such other date as is agreed in writing between NBN Co and Telstra).

**Extended Fire or Lift Disconnection Date**

means for an Extended Fire or Lift Service, 18 March 2022.

**Extended Fire or Lift End Date**

means for a Premises which is an Extended Fire or Lift Service, 75 Business Days after the Extended Fire or Lift Disconnection Date.

**Extended Fire or Lift Service**

means a Premises in the Proposed Fixed Footprint List (and Fixed Line Footprint) in a Rollout Region where the Disconnection Date is prior to 18 March 2022 which has been identified as such by Telstra in a list prepared in accordance with either clauses 15.5(b) or 15.5(c), and for the avoidance of doubt includes a Copper Service at a Premises that is Passed within a Rollout Region which is:

(a) being used by an Application Service Provider to supply a fire alarm or a lift phone included on a register maintained by NBN Co;

(b) is able to be matched to Telstra's records on the basis of the details registered with NBN Co;

(c) which is located in a Rollout Region with a Disconnection Date on or before the Extended Fire or Lift Disconnection Date; and

(d) which is still active as at the Extended Fire or Lift Disconnection Date.

**Extended SCR Premises**

means a Premises (other than an MDU Common Area) within the Fixed Line Footprint of a Service Continuity Region which is connected by a Copper Service and/or HFC Service, if:

(a) the Premises is not NBN Serviceable at any point from the date that is 3 months before the Disconnection Date for that Service Continuity Region until the Disconnection Date for that Service Continuity Region; and

(b) Telstra is notified by NBN Co that the Premise is an 'Extended SCR Premises'.

and which was an “Extended SCR Premise” for the purposes of clause 15.9 of the 18 November 2019 version of the Migration Plan.

<b>Final Fixed Footprint List</b>	means for a Rollout Region the list of premises notified by NBN Co to Telstra, under and in accordance with the Definitive Agreements, as having been Passed in a Rollout Region as at the Disconnection Date for that Rollout Region;
<b>Fixed Footprint List</b>	means for a Rollout Region, as applicable: <ul style="list-style-type: none"><li>(a) at any time prior to the relevant Disconnection Date, the Proposed Fixed Footprint List for that Rollout Region; and</li><li>(b) on and from the relevant Disconnection Date, the Final Fixed Footprint List for that Rollout Region.</li></ul>
<b>Fixed Line Footprint</b>	has the meaning given to it in clause 1.3;
<b>FNN</b>	means full national number;
<b>Force Majeure Event</b>	means: <ul style="list-style-type: none"><li>(a) natural disaster;</li><li>(b) failure of a supplier or public utility other than Telstra, beyond the reasonable control of Telstra or NBN Co;</li><li>(c) industrial action or labour disturbance (excluding industrial action or labour disturbance only of the employees of Telstra or NBN Co, its subcontractors or any of its Related Entities);</li><li>(d) an act of war (whether declared or not) or terrorism;</li><li>(e) lightning, fire, earthquake, storm, flood or any other weather conditions which would be expected to place at risk the health or safety of the employees of Telstra or NBN Co or any other person;</li><li>(f) currency restriction or embargo beyond the reasonable control of Telstra; or</li><li>(g) any act or omission (including laws, regulations, disapprovals or failures to approve or accept) of any government or government agency,</li></ul> but does not include an Excluded Event;
<b>Forecast Ready for Service Date</b>	means for each Rollout Region any forecast of the Ready for Service Date for that Rollout Region notified to Telstra by NBN Co under the Definitive Agreements;
<b>Foxtel</b>	means Foxtel Management Pty Limited (ACN 068 671 938) (for and on behalf of the Foxtel Partnership);

<b>Foxtel Entity</b>	means each of Foxtel Cable Television Pty Limited (ACN 069 008 797), Customer Services Pty Limited (ACN 069 272 117) and Foxtel;
<b>Foxtel Partnership</b>	means the partnership known as “Foxtel Partnership” between Telstra Media Pty Limited (ABN 72 069 279 027) and Sky Cable Pty Limited (ABN 14 069 799 640);
<b>Foxtel Television Services</b>	means carriage services which are required and used to enable the broadcast by Foxtel, using the HFC Network, of subscription television or audio broadcasting services or on-demand analogue or digital cable television or audio services, but which does not include internet protocol based services;
<b>Frustrated</b>	<p>means, in respect of a Premises, that the Premises is deemed to be frustrated, as determined in accordance with protocols agreed between NBN Co and the Department from time to time and which are published on NBN Co’s website, as a result of being unable to be connected to the NBN Fixed Line Network either because:</p> <ul style="list-style-type: none"> <li>(h) the owner or occupier of the Premises refuses to allow any access to that Premises that is required for the connection to the NBN Fixed Line Network to occur; or</li> <li>(i) any legal impediment prevents the connection of the premises to the NBN Fixed Line Network;</li> </ul>
<b>Frustrated Premises</b>	means a Premises that is identified in the NBN Co service qualification system as being Frustrated;
<b>FTTB-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Fixed Line Network using fibre-to-the-basement Access Technology;
<b>FTTC-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Fixed Line Network using fibre-to-the-curb Access Technology;
<b>FTTC Control Joint</b>	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>(a) an NBN Co FTTC Interconnection Point; or</li> <li>(b) an existing Telstra re-enterable joint closure (including as repaired or upgraded by or on behalf of NBN Co);</li> </ul> <p>that is installed or connected to an NBN Co DPU; or</p> <ul style="list-style-type: none"> <li>(c) where none of (a) or (b) apply, the point in a Copper Line at which a DDD indicates that any of the items in (a) or (b) will be installed and/or connected to an NBN Co DPU;</li> </ul>

<b>FTTN-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Fixed Line Network using fibre-to-the-node Access Technology;
<b>FTTP-Connected Premises</b>	means a Premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Co Fixed Line Network using fibre-to-the-premises Access Technology;
<b>General Principles</b>	means those principles at sections 5(8) to 5(11), 10(1), 10(2), 25, 27(1), 31, 32, 35 and 36 of the Determination;
<b>HFC-Connected Premises</b>	means a premises within the Fixed Line Footprint within a Rollout Region which is connected to the NBN Co Fixed Line Network using hybrid fibre-coaxial Access Technology;
<b>HFC Deactivation Region</b>	means a geographical area served by the same cable modem termination system universal broadband router;
<b>HFC Line</b>	means a Line that is part of the HFC Network that forms or, immediately prior to the transfer to NBN Co under the Definitive Agreements, formed the connection to a Premises;
<b>HFC Network</b>	<p>means a hybrid fibre-coaxial telecommunications network in Australia over which Telstra is in a position to exercise control:</p> <ul style="list-style-type: none"> <li>(a) that is used for the transmission of broadcasting services; and</li> <li>(b) the line component of which consists of optical fibre to connecting nodes, supplemented by coaxial cable connections from the nodes to the premises of end-user,</li> </ul> <p>whether or not the network is also capable of being used to supply an internet carriage service;</p>
<b>HFC Network Management Service</b>	means radio frequency leakage, forward or return path sweep, pilot or alignment services except as determined in accordance with the Definitive Agreements;
<b>HFC PCD</b>	means a premises connection device used to connect in-building cabling to coaxial cable running from an HFC Tap;
<b>HFC Service</b>	means a carriage service provided by Telstra using an HFC Line forming part of the HFC Network, other than a Permitted Service, HFC Network Management Service, or any NBN Based Service;
<b>HFC Tap</b>	means an access point on coaxial cable in the hybrid fibre-coaxial network or the coaxial cable of the NBN Fixed Line Network, to which another coaxial cable (that connects or is capable of connecting to an HFC PCD) connects or is capable of connecting;

**HFC User Services** means carriage services which Telstra Multimedia is required to provide to certain subscription television providers or broadcasters using the HFC Network as at 20 June 2010, and which are to enable those subscription television providers or broadcasters to provide services, other than:

- (a) internet protocol based services;
- (b) voice services;
- (c) broadband services; or
- (d) services requiring a return path transmission over the HFC Network from the end user.

For clarity, HFC User Services do not include the Foxtel Television Services;

**Implementation and Interpretation Deed** means the Implementation and Interpretation Deed dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;

**Independent Assessor** means a person appointed by Telstra and NBN Co for the purposes of determining the matters set out in clause 22.4;

**Industry Migration Arrangements** means any industry processes, policies, codes, protocols or arrangements used to facilitate Migration under the MAP Policy Statement, including to the extent if any of these are implemented through service provider rule(s) or carrier licence condition(s) made under the Act;

**In-fill Rollout Region** means a group of one or more Premises in respect of which NBN Co has notified Telstra that, due to a change in the Fixed Line Footprint after the date which is 6 months prior to the Disconnection Date of that Rollout Region, become part of the Fixed Line Footprint (other than as part of an Acquired Network Rollout Region);

**Infrastructure Services Agreement** means the Infrastructure Services Agreement dated 23 June 2011 and made between Telstra and NBN Co, as varied by the DAR in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;

**Initial Release Rollout Region** means:

- (a) a geographic region determined by NBN Co and notified to Telstra within which the Rollout has commenced prior to the commencement of the Definitive Agreements; and
- (b) each Specified Rollout Region;

<b>Insolvency Event</b>	means an insolvency event, for the purpose of the Implementation and Interpretation Deed and as defined under the Implementation and Interpretation Deed;
<b>Interim Carriage Service</b>	means any carriage service, including any feature or functionality associated with a carriage service, which is supplied or used to manage or mitigate a service disruption associated with Migration. Examples of Interim Carriage Services include an interim wireless service, installation of temporary Copper Paths, call forwarding and call diversion;
<b>In-Train Order</b>	has the meaning given in clauses 15.1A(b) or 15.1(b) (as applicable based on the Disconnection Date of the Rollout Region in whose Fixed Line Footprint the relevant Premises is located);
<b>In-Train Order Premises</b>	has the meaning given in clauses 15.1A(b) or 15.1(b) (as applicable based on the Disconnection Date of the Rollout Region in whose Fixed Line Footprint the relevant Premises is located);
<b>ITO Period</b>	means, in respect of a Rollout Region: <ul style="list-style-type: none"> <li>(a) if the Disconnection Date for that Rollout Region falls before the first Disconnection Date for a Rollout Region (whether that Rollout Region or another Rollout Region) that occurs on or after expiry of the period of 30 Business Days from the ACCC's approval of the amended Plan incorporating clause 15.1A, the period between the date which is 3 months before the Disconnection Date for that Rollout Region and the date which is 25 Business Days after that Disconnection Date (both dates inclusive); or</li> <li>(b) if the Disconnection Date for that Rollout Region falls in the period commencing the first Disconnection Date for a Rollout Region (whether that Rollout Region or another Rollout Region) that occurs on or after the expiry of the period of 30 Business Days from the ACCC's approval of the amended Plan incorporating clause 15.1A ending 30 June 2022 (both dates inclusive), the period between the date which is 4 months before the Disconnection Date for that Rollout Region and the date which is 25 Business Days after that Disconnection Date (both dates inclusive); and</li> <li>(c) if the Disconnection Date for that Rollout Region falls after 30 June 2022 the period between the date which is 1 month before the Disconnection Date for that Rollout Region and the date which is 25 Business Days after that Disconnection Date (both dates inclusive);</li> </ul>

<b>Legislative Instrument</b>	means any instrument made by the Minister pursuant to section 577BA(9) of the Act and applying in respect of the Definitive Agreements;
<b>LIC</b>	means a lead in conduit;
<b>Licence Agreement</b>	means the licence agreement between Telstra and NBN Co reached pursuant to the Continuity Deed or, if terminated, any other arrangement under which Telstra obtains a licence from NBN Co of certain assets and network infrastructure which Telstra has transferred to NBN Co, for the purpose of continuing to supply Copper Services and HFC Services;
<b>Line</b>	means: <ul style="list-style-type: none"> <li>(a) a wire, cable, optical fibre, tube, conduit, waveguide or other physical medium used, or for use, as a continuous artificial guide for or in connection with carrying communications by means of guided electromagnetic energy;</li> <li>(b) a “line” as defined in the Act if that definition differs from paragraph (a); or</li> <li>(c) any other media of a similar nature to any one or more of the media under paragraphs (a) or (b);</li> </ul>
<b>LNP Request</b>	means a local number portability request;
<b>Managed Disconnection</b>	has the meaning given to it in clause 14.1(a);
<b>MAP Policy Statement</b>	means the policy statement (including any replacement or updated statement from time to time) issued by the Communications Minister in respect of Migration, including overarching principles for the allocation of roles and responsibilities associated with Migration;
<b>MAP Variation</b>	any variation to this Plan made in order to provide for consistency with the MAP Policy Statement, to the extent that Telstra agrees, as contemplated by clause 2.4;
<b>Marketing Activity</b>	means promotion or marketing of Telstra retail products, but does not include answering any unprompted technical or other questions raised by a Retail Customer in respect of Telstra’s retail products;
<b>Material NBN Unavailability</b>	in respect of a Rollout Region means the entirety of one or more of the following component parts of the NBN Co Fixed Line Network in that Rollout Region that was able to be used to provide NBN Based Services to Premises in the Fixed Line Footprint in that Rollout Region is unable to be used to provide any NBN Based Services to those Premises for at least five consecutive days, except where caused or substantially

contributed to by breach by Telstra of any Definitive Agreement or law:

- (a) the fibre to the premises Access Technologies component parts of the NBN Fixed Line Network;
- (b) the fibre to the basement Access Technologies component parts of the NBN Fixed Line Network;
- (c) the fibre to the node Access Technology component part of the NBN Fixed Line Network;
- (d) the hybrid fibre-coaxial cable Access Technology component part of the NBN Fixed Line Network; or
- (e) the fibre to the curb Access Technology component part of the NBN Co Fixed Line Network;

**MDF**

means a main distribution frame;

**MDU Building**

means a building currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes that:

- (a) is at an addressable location; and
- (b) contains at least two separate Premises (in addition to any MDU Common Area),

but, for the avoidance of doubt, does not include (without limitation):

- (c) two or more adjoining Premises without a common entrance;
- (d) a collection of individual buildings which are each located on separate lots of a sub-divided block (for example, 15A Smith Street, 15B Smith Street); or
- (e) a single dwelling unit and a granny flat which is located on a single block;

**MDU Common Area**

means:

- (a) all of the areas within the outer property boundary of the parcel or parcels of land on which an MDU Building is located which are outside of the area occupied by the other locations that are separate Premises within that MDU Building, and which areas may include, for example, one or more of the following:
  - (i) a concierge desk;
  - (ii) a foyer area;



- (iii) concourse area;
  - (iv) a car park;
  - (v) central stairs;
  - (vi) elevators;
  - (vii) swimming pool and common gym facilities;
  - (viii) a garbage room;
  - (ix) a communications room; or
  - (x) a communal entertainment, recreational or dining area; or
- (b) a common area within a single dwelling unit that NBN Co has notified to Telstra under and in accordance with the Definitive Agreements as being deemed an MDU Common Area;

**MDUCA Disconnection Date**

for a Premises, means the date that is the earlier of:

(a) if that Premises is an Untagged Premises, the Untagged Premises Disconnection Date for that Premises; and

(b) either:

(i) for a Premises in the Proposed Fixed Footprint List (and Fixed Line Footprint) in a Rollout Region where the Disconnection Date is prior to 18 March 2022, 18 March 2022; and

(ii) for a Premises in the Proposed Fixed Footprint List (and Fixed Line Footprint) in a Rollout Region where the Disconnection Date is on or after 18 March 2022, the Disconnection Date that applies to Premises which are not MDU Common Areas in the Rollout Region in which that Premises is located (subject to any extensions or changes to that date that may apply).

**MDUCA End Date**

means:

(a) for a Premises which fits into paragraph (b)(i) of the definition of MDUCA Disconnection Date, 55 Business Days after the MDUCA Disconnection Date;

(b) for a Premises which fits into paragraph (b)(ii) of the definition of MDUCA Disconnection Date or paragraph (a) of the definition of Untagged Premises Disconnection Date, the date that applies to Premises which are not

MDU Common Areas in the Rollout Region in which that Premises is located (subject to any extensions or changes to that date that may apply); and

(c) for a Premises which fits into paragraph (b) of the definition of Untagged Premises Disconnection Date, as soon as is reasonably practicable after the applicable Untagged Premises Disconnection Date.

<b>Migration</b>	means the process of disconnecting of Copper Services or HFC Services at a Premises and connection to the NBN Fixed Line Network at the same Premises;
<b>Migration Assurance Policy (MAP)</b>	means both: (a) the MAP Policy Statement; and (b) the Industry Migration Arrangements;
<b>Migration Plan Compliance Report</b>	means the report required under clause 26.2;
<b>Migration Window</b>	for a Rollout Region, means the period commencing on the Ready for Service Date and ending on the Disconnection Date for that Rollout Region;
<b>Minister</b>	means the Minister for Communications;
<b>MOBY / BPI</b>	means the service database system or systems used by Telstra for HFC Services known as “MOBY/BPI” or any replacement or modification of it (and any related systems);
<b>Modification Proposal</b>	has the meaning given in clause 29.3(a);
<b>MTM Rollout</b>	means the rollout of the NBN Fixed Line Network by NBN Co using a multi-technology mix approach determined by NBN Co on an area by area basis;
<b>MTM Variations</b>	means those variations to this Plan lodged by Telstra with the ACCC for approval on 19 March 2015;
<b>Multi Dwelling Unit or MDU</b>	means building or structure which comprises more than one Premises (whether used for residential, business, government or other purposes) and which may include common areas;
<b>National Broadband Network or NBN</b>	has the same meaning as in the Undertaking;
<b>NBN Based Services</b>	means a carriage service provided by a Retail Service Provider using an NBN Service;

<b>NBN Co Database</b>	means the database used by NBN Co from time to time to record Premises address and NBN Co Location ID information and from which the Fixed Line Footprint List is extracted;
<b>NBN Co Design Rules</b>	means NBN Co's design rules for its MTM Rollout (as amended by NBN Co from time to time by notice to Telstra);
<b>NBN Co DPU</b>	means a reverse-powered distribution point unit that will connect to an FTTC Control Joint and be used to supply an NBN Service;
<b>NBN Co FTTB Node</b>	means an NBN Co Node installed in or in proximity to an MDU to provide an NBN Service to Premises in that MDU and that is not connected to the Copper Network other than at an MDF at that MDU;
<b>NBN Co FTTC Interconnection Point</b>	means a copper interconnection unit or openable joint that is installed by or on behalf of NBN Co and which will connect to an NBN Co DPU;
<b>NBN Co FTTN Node</b>	means an NBN Co Node other than an NBN Co FTTB Node or an NBN Co DPU;
<b>NBN Co Location ID</b>	means the primary identification reference for each Premises in the NBN Co Database as notified by NBN Co to Telstra from time to time (whether or not the data field of that identifier is named "NBN Location ID");
<b>NBN Co Migration Information</b>	has the meaning given in clause 25.1;
<b>NBN Co Node</b>	means a DSLAM (or equipment having similar functionality) used by NBN Co or a Related Entity of NBN Co for the purposes of supplying an NBN Service but does not include an NBN Co DPU;
<b>NBN Connection (NBN Connected)</b>	in respect of Premises, means a commercial wholesale NBN Service is provided in respect of those Premises that is not provided in connection with the development program or as part of any pilot, trial or test provision of services;
<b>NBN Customer</b>	means a carrier, carriage service provider or content service provider or an Exempt Body that acquires, or seeks to or can acquire, an NBN Service from NBN Co;
<b>NBN Fixed Line Network</b>	means any fixed line telecommunications network that is owned or controlled by, or operated by or on behalf of, NBN Co or a Related Entity of NBN Co including fibre to the premises, fibre to the basement, fibre to the node, fibre to the curb and hybrid fibre coaxial cable Access Technologies. For clarity, the NBN Fixed Line Network does not include any Copper Lines, Copper Sub-Loops or HFC assets, if and to the extent that they form part of

the HFC Network or Copper Network in accordance with clauses 1.2(c) and (d);

**NBN Information Security Plan**

means the plan to be developed and implemented by Telstra in accordance with clause 25.2 and the principles set out in Schedule 6;

**NBN Initial Connection Order**

means, in respect of a Premises within the Fixed Line Footprint in a Rollout Region, a valid and serviceable order received by NBN Co which will result in that Premises being NBN Connected for the first time. An order modifying or varying a previous NBN Initial Connection Order in respect of a Premises is not considered to be a separate order;

**NBN Service**

means any service provided by NBN Co or a Related Entity of NBN Co over the NBN Fixed Line Network (and for clarity, does not include any licence or other arrangement from NBN Co to Telstra under the Definitive Agreements);

**NBN Serviceable**

means a Premises within the Fixed Line Footprint that NBN Co has determined is serviceable by the NBN Fixed Line Network for the provision of an NBN Service, as shown in the NBN Co service qualification system (for clarity, Premises which are identified as Service Class 0 in the NBN Co service qualification system are not NBN Serviceable);

**NBN Subsequent Order**

means, in respect of a Premises within the Fixed Line Footprint in a Rollout Region, a valid and serviceable order for an NBN Service received by NBN Co which is not an NBN Initial Connection Order. An order modifying or varying a previous NBN Subsequent Order in respect of a Premises is not considered to be a separate order;

**Network Management Services**

means the Copper Network Management Services and the HFC Network Management Services;

**Newly Serviceable Premises**

means a Premises in the Fixed Line Footprint in a Rollout Region that:

- (a) becomes NBN Serviceable during the 3 month period prior to the Disconnection Date for the Rollout Region in which the Premises is located and remains NBN Serviceable at the Disconnection Date for that Rollout Region;
- (b) for which NBN Co has not received an NBN Initial Connection Order for provision to an NBN Customer of an NBN Service to that Premises prior to the Disconnection Date for the Rollout Region in which the Premises is located; and
- (c) is notified by NBN Co to Telstra as a 'Newly Serviceable Premises' within 3 Business Days after the

Disconnection Date for the Rollout Region in which the Premises is located.

<b>Non Exempt Network</b>	has the meaning given in the Undertaking;
<b>Notification Event</b>	has the meaning set out in Required Measure 1(b);
<b>NPAMS</b>	means the Telstra network and service system or systems for Copper Services known as “NPAMS” and any replacement or modification of it (and any related systems);
<b>NPAMS Blocked</b>	in relation to a Premises, means NPAMS is unable to assign a Copper Path to a Premises other than via a process pursuant to which relevant Telstra Personnel will be authorised to manually build such paths to enable the provision of carriage services (as contemplated in clause 22.2 to provide for the provision of a Special Service or Special Service Input to a permanently disconnected Premises, prior to the relevant Disconnection Date for that SS Class);
<b>NTU</b>	means network termination unit;
<b><u>Optus</u></b>	<u>means Singtel Optus Pty Limited or any Related Entity;</u>
<b>Optus HFC Network</b>	means the coaxial cable in the hybrid fibre-coaxial cable network (and any amplifiers, taps, drop cables, nodes, and isolator/splitters associated with that coaxial cable) in Australia in respect of which Singtel Optus Pty Limited is in a position to exercise control;
<b><u>Optus</u></b>	<del>means Singtel Optus Pty Limited or any Related Entity;</del>
<b>Order Stability Period</b>	has the meaning given in clause 13.1;
<b>Order Stability Proposal</b>	has the meaning given in clause 13.2(d);
<b>Original Continuity Deed</b>	means the Continuity Deed dated 14 December 2014 and made between Telstra and NBN Co;
<b>Original DAR</b>	means the Deed of Amendment and Restatement dated 14 December 2014 and made between Telstra and NBN Co;
<b>OSS</b>	means operational support system;
<b>Parent Rollout Region</b>	means, in respect of a Service Continuity Region, that Rollout Region that Premises in a Service Continuity Region had formed part of before being removed to form the Service Continuity Region at 6 months before the Disconnection Date. For clarity, a Service Continuity Region cannot itself be a Parent Rollout Region;

<b>Passed</b>	has the meaning given in clause 1.2(b)(vii);
<b>Permanent Cessation of Operations</b>	means termination on a permanent basis of the operation of the entire NBN Fixed Line Network;
<b>Permanent Cessation of Rollout</b>	means a decision by the board of directors of NBN Co or the Commonwealth that would require NBN Co to permanently cease the rollout of the NBN Fixed Line Network;
<b>Permitted Service</b>	means Foxtel Television Services, the Ellenbrook Services and HFC User Services;
<b>Personnel</b>	in relation to a person, means: <ul style="list-style-type: none"> <li>(a) all employees and officers of that person;</li> <li>(b) all agents, contractors and suppliers of that person in their capacity as agents, contractors or suppliers of that person; and</li> <li>(c) all subcontractors of a contractor referred to in paragraph (b) in their capacity as subcontractors of that person;</li> </ul>
<b>Plan</b>	means this Migration Plan;
<b>Plan Objectives</b>	means the objectives set out in clause 2;
<b>Premises</b>	means each of the following: <ul style="list-style-type: none"> <li>(a) an addressable location currently used on an on-going basis for residential, business (whether for profit or not), government, health or educational purposes;</li> <li>(b) a school as defined by the Department of Education, Employment and Workplace Relations;</li> <li>(c) a location within a new development at an addressable location for which NBN Co is the wholesale provider of last resort;</li> <li>(d) an addressable location for a Standard Telephone Service which is activated in compliance with the universal service obligation;</li> <li>(e) a payphone at a location at which Telstra is required to install or maintain a payphone in accordance with an instrument made under section 12EF of the Consumer Protection Act;</li> <li>(f) a location which NBN Co is directed by the Minister to connect to the NBN Fixed Line Network; and</li> <li>(g) an MDU Common Area, where and for so long as it is notified by NBN Co to Telstra as being included in the Fixed Footprint List for any Rollout Region in accordance with clause 1.4(a);</li> </ul>

<b>Principles</b>	means the principles set out in the Determination;
<b>Process Test Notice</b>	has the meaning given in clause 30.1(b);
<b>Product Bundles</b>	means one or more services that are provided over a Direct Special Service, offered as a package to end users;
<b>Proposed Fixed Footprint List</b>	means, for a Rollout Region, the list of Premises notified by NBN Co to Telstra as having been Passed or which NBN Co intends will be Passed in that Rollout Region at any time prior to the Disconnection Date for that Rollout Region, as updated from time to time by NBN Co in accordance with the Definitive Agreements;
<b>Pull Through Activities</b>	has the meaning given in clause 10;
<b>Pull Through Exception Event</b>	a circumstance contemplated by the Definitive Agreements that prevents Personnel from being able to complete Pull Through Activities, Cable Rectification or installation of a Temporary Cable;
<b>Ready for Service Date (RFS Date)</b>	<p>means:</p> <p>(a) in relation to an Initial Release Rollout Region or Acquired Rollout Region, the date notified by NBN Co as the Disconnection Commencement Date for that Rollout Region; and</p> <p>(b) for any Service Continuity Region:</p> <p style="padding-left: 40px;"><del>(xi)(i)</del> where the associated Parent Rollout Region has a Disconnection Date on or before 30 June 2015 (inclusive) – will be a date agreed by Telstra and NBN Co (which must not be earlier than the date that would otherwise apply in respect of the Service Continuity Region under (ii)); and</p> <p style="padding-left: 40px;"><del>(xii)(ii)</del> for all other Service Continuity Regions (including in any case where a date is not agreed under (i)) – the date which is 6 months before the Disconnection Date for the Parent Rollout Region, except where otherwise specified in clause 7.2(e); and</p> <p>(c) in relation to any other Rollout Region, the date notified to Telstra by NBN Co under the Definitive Agreements;</p>
<b>Reconnect</b>	means to take such steps as are necessary so that a Copper Path or HFC Line that has been permanently disconnected by Telstra is no longer permanently disconnected, to the extent required to provide Copper Services or HFC Services over that Copper Path or HFC Line as contemplated by clause 19;

**Related Entity** means, for a person, each related body corporate of that person and any entity which is controlled by that person (as defined in section 50AA of the Corporations Act), but in the case of Telstra does not include a Foxtel Entity or the Foxtel Partnership;

**Relevant Atomic Service** means a Direct Special Service or Special Service Input that are Covered SS Classes within the Access Service Family for DDS Fastway or Megalink which, in Telstra's reasonable opinion is:

- (a) used to support critical infrastructure; and
- (b) dependent on the 'atomic clock' feature provided by Telstra as part of the service.

**Relevant Decision Maker** has the meaning given in clause 29.1;

**Relevant Tap** means an HFC Tap or other access point on coaxial cable to which another coaxial cable (that connects or is capable of connecting to a Premises) connects or is capable of connecting, and that other access point:

- (a) is owned by NBN Co or a Related Entity of NBN Co; or
- (b) forms, or will form at the Ready for Service Date for the Rollout Region containing the access point, part of a network that is owned or controlled by, or operated by or on behalf of, NBN Co or a Related Entity of NBN Co;

~~**Related Entity** means, for a person, each related body corporate of that person and any entity which is controlled by that person (as defined in section 50AA of the Corporations Act), but in the case of Telstra does not include a Foxtel Entity or the Foxtel Partnership;~~

**Replacement Continuity Deed** means any new Continuity Deed entered into by Telstra pursuant to clause 4.3(a) of this Plan;

**Replacement DAR** means any new Deed of Amendment and Restatement entered into by Telstra pursuant to clause 4.3(a) of this Plan excluding any amendments which have not been approved in writing by the Minister;

**Required Measures** has the meaning given in clause 5;

**Restatement Date** means the date on which all of the conditions precedent set out in the Replacement DAR are waived or satisfied, in accordance with its terms;

**Restore (Restoration or Restoring)** means to reinstate an active Copper Service or HFC Service that has been subject to temporary disconnection or service suspension;

**Retail Business Unit** has the same meaning as in the Undertaking;



<a href="#"><u>Retail Copper Services</u></a>	<a href="#"><u>means a Copper Service supplied by Telstra to a Retail Customer;</u></a>
<b>Retail Customer</b>	has the same meaning as in the Undertaking;
<a href="#"><u>Retail Line Rental</u></a>	<a href="#"><u>means the retail equivalent service of Wholesale Line Rental;</u></a>
<b>Retail Orders</b>	means an order received by Telstra from a Retail Customer for a Copper Service or HFC Service;
<del><a href="#"><u>Retail Copper Services</u></a></del>	<del><a href="#"><u>means a Copper Service supplied by Telstra to a Retail Customer;</u></a></del>
<del><a href="#"><u>Retail Line Rental</u></a></del>	<del><a href="#"><u>means the retail equivalent service of Wholesale Line Rental;</u></a></del>
<b>RF Spectrum</b>	means the radio frequency layer of the HFC Network;
<b>RIM</b>	means remote integrated multiplexer;
<b>Rollout Region</b>	has the meaning given in clause 1.3;
<b>RSP</b>	means a carriage service provider who supplies NBN Based Services over the NBN Fixed Line Network but, for clarity, does not include NBN Co;
<b>Separating Network</b>	means: <ul style="list-style-type: none"> <li>(a) a Non Exempt Network over which Telstra is in a position to exercise control; and</li> <li>(b) for the purpose of this Plan, any part of the NBN Fixed Line Network to the extent that it is deemed to form part of the Copper Network or HFC Network for the purpose of this Plan under clauses 1.2(c) or (d);</li> </ul>
<b>Service Area Module or SAM</b>	means: <ul style="list-style-type: none"> <li>(a) an area, selected by NBN Co in accordance with the NBN Co Design Rules that covers a maximum of 5,000 Premises; or</li> <li>(b) a legacy FSAM, including for clarity an area that was a Rollout Region prior to the Restatement Date;</li> </ul>
<b>Service Continuity Region</b>	means a Rollout Region comprising all Premises within a Parent Rollout Region that NBN Co notifies Telstra are Passed and are not NBN Serviceable as at the date which is 6 months prior to the Disconnection Date for that Parent Rollout Region;
<b>Service Equivalent</b>	in relation to two carriage services, means that those carriage services are substantially similar in terms of bandwidth,

availability, service level agreements, UNI characteristics and features and encapsulation protocol;

**Serviceable Complex  
RTC Premises**

means a Complex RTC Premises that has become NBN Serviceable as notified by NBN Co to Telstra.

**SIO**

means service in operation;

**Soft Dial Tone**

means:

- (a) a service that allows an end user at a Premises in a Rollout Region connected by a Copper Path over which Telstra supplied a Copper Service which is either a retail Standard Telephone Service or a wholesale line rental service at the Disconnection Date for that Rollout Region, after the disconnection of that Copper Service, to call Telstra's customer service and fault centre numbers and to make emergency calls, but does not otherwise allow end users to make or receive other calls, or to receive other Copper Services; and
- (b) that service is taken not to be a carriage service or a Copper Service, for the purpose of this Plan;

**Special Services**

means Direct Special Services and Contracted Special Services;

**Special Service  
Inputs**

means ULLS certified by a Wholesale Customer as being used to provide carriage services which are Service Equivalent to Direct Special Services;

**Specified Rollout  
Region**

means an FSA Module agreed between Telstra and NBN Co as set out in Schedule 11;

**SS Cease Sale  
Period**

means, in respect of an SS Class:

- (a) if sub-clause (b) does not apply, the period 6 months prior to the Disconnection Date for that SS Class; or
- (b) the shorter period specified in Required Measure 5;

**SS Class**

means each type of Direct Special Service within an Access Service Family which is identified in the "SS Class" column of Table 1 and Table 2 in Schedule 4 (as updated in accordance with clause 22.16) and each such SS Class will include each Special Service Input that is Service Equivalent to that type of Direct Special Service;

**SS Disconnection  
Process**

has the meaning given to it in clause 22.5;

**SS Equivalent  
Services**

means, in relation to an SS Class, products and services that are the same or better than the products and services that Telstra supplies to its customers by means of that SS Class at the same or better pricing as at the Plan Commencement Date;

<b>SS ITO Period</b>	means, in respect of a Covered SS Class, the period between the date which is four months before the Special Services Disconnection Date for that Covered SS Class and the Special Services Disconnection Date for that Covered SS Class (both dates inclusive).
<b>SS Order Stability Period</b>	has the meaning given to it in clause 22.15;
<b>SS Product Release</b>	means a commercial release of additional product functionality by NBN Co relevant to a particular SS Class;
<b>Standard Industry Processes</b>	means a technical industry process established under a registered code or other binding regulatory process or practice related to the disconnection of Copper Services;
<b>Subscriber Agreement</b>	means the Subscriber Agreement dated 23 June 2011 and made between Telstra and NBN Co as varied by the DAR, in the form as at the date of the Determination and excluding any amendments after that date which have not been approved in writing by the Minister;
<b>Target MDU Rollout Region</b>	means a Rollout Region comprising Premises in an MDU or MDUs, as notified by NBN Co to Telstra under and in accordance with the Definitive Agreements;
<b>TEBA</b>	means the Telstra Equipment and Buildings Access product;
<b>TEBA Physical Access Procedures</b>	means the TEBA physical access procedures published from time to time by Telstra on the Telstra Wholesale website;
<b>Telstra Committed Date (TCD)</b>	in respect of disconnection of a Wholesale Service or a Premises, means the later of: <ul style="list-style-type: none"> <li>(a) the date requested for disconnection by the Wholesale Customer; or</li> <li>(b) if disconnection requires manual activity by Telstra and no technician appointments are available on the customer requested date, the next available appointment date; or</li> <li>(c) such later date as Telstra and the Wholesale Customer agree in respect of the disconnection;</li> </ul>
<b>Telstra HFC Network Footprint</b>	means the parts of the hybrid fibre-coaxial network comprising: <ul style="list-style-type: none"> <li>(a) coaxial cable which has been constructed by or on behalf of Telstra or Telstra Multimedia Pty Ltd (other than Telstra or Telstra Multimedia Pty Ltd acting as a contractor of NBN Co); or</li> <li>(b) any replacement (but not any geographic extension) of coaxial cable referred to in paragraph (a) of this definition constructed by or on behalf of NBN Co,</li> </ul>

in any case, to which a Premises is capable of direct connection other than and excluding for the avoidance of doubt any such connection which requires use of any coaxial cable which has been constructed by or on behalf of NBN Co, except where that coaxial cable is:

- (c) a lead-in directly connected to coaxial cable to which paragraph (a) or (b) of this definition applies; or
- (d) coaxial cable to which paragraph (b) of this definition applies;

**Telstra Technical Specifications and Procedures**

has the meaning given in the applicable service schedule for Facilities Access to Equipment Buildings of Telstra's standard customer relationship agreement, as varied from time to time;

**Temporary Cable**

means a temporary cable installed by NBN Co or its installer in the course of undertaking Pull Through Activities;

**Third Party HFC Network**

means the coaxial cable in a hybrid fibre-coaxial cable network (and any amplifiers, taps, drop cables, nodes, and isolator/splitters associated with that coaxial cable) which, as at 7 March 2012, passed more than one million premises and in respect of which, as at that date, a person or persons (other than Telstra or NBN Co) was or were in a position to exercise control;

**Unavailable Premises**

means Premises in the Fixed Line Footprint in a Rollout Region that are served by a component part of the NBN Fixed Line Network in that Rollout Region in respect of which a Material Unavailability of the NBN has occurred;

**Undertaking**

means the Structural Separation Undertaking accepted by the ACCC under s.577A(1) of the Act;

**Untagged Premises**

means a Premises so notified by NBN Co to Telstra in accordance with the Subscriber Agreement.

**Untagged Premises Disconnection Date**

for an Untagged Premises, means:

(a) for a Premises which NBN Co notifies Telstra is an Untagged Premises on or before date that is six months prior to the Disconnection Date for the Rollout Region in which that Premises is located, the Disconnection Date that applies to Premises which are not MDU Common Areas in the Rollout Region in which that Premises is located (subject to any extensions or changes to that date that may apply); or

(b) for a Premises which NBN Co notifies Telstra is an Untagged Premises after the date that is six months prior to the Disconnection Date for the Rollout Region in which that Premises is located, the later of:

(i) 90 Business Days after the date of NBN Co's notification that the Premises is an Untagged Premises; and

(ii) 150 Business Days after the Disconnection Date for the Rollout Region in which that Untagged Premises is located.

<b>USO</b>	means universal service obligation, which has the meaning given in section 9 of the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth);
<b>Varied Plan</b>	means the Plan as varied to comply with the Determination;
<b>Varied Plan Commencement Date</b>	means the date on which the MTM Variations come into force in accordance with clause 4.1;
<b>Verified</b>	means in relation to fibre, that fibre has been identified by NBN Co or a Related Entity of NBN Co as accepted into operation and ready for the provision of NBN Services as part of a bona fide commercial arrangement to provide those NBN Services, and not as part of any pilot, trial or test provision of services (whether or not that commercial arrangement has been entered into and whether or not that fibre is used for the provision of NBN Services);
<b>White Paper</b>	means the white paper published from time to time by NBN Co setting out a proposal for a new SS Product Release which may be applicable to one or more SS Classes;
<b>Wholesale Business Unit</b>	has the meaning given to it in the Undertaking;
<b>Wholesale Customer</b>	means a carriage service provider to whom a Wholesale Service is provided;
<b>Wholesale Line Rental (or WLR)</b>	has the meaning given to WLR in the Undertaking;
<b>Wholesale Order</b>	means an order for a Wholesale Service;
<b>Wholesale Service</b>	means a Copper Service supplied by Telstra to a carriage service provider in order that the carriage service provider can provide a carriage service to a third party.

## Schedule 11 Specified Rollout Regions

	FSAM ID	Name
1.	9CRC-04	Crace
2.	2GOS-01	Gosford
3.	2GOS-03	Gosford
4.	2CFS-04	Coffs Harbour
5.	2LJT-03	Long Jetty
6.	2LJT-01	Long Jetty
7.	2SAW-02	Sawtell
8.	2SAW-03	Sawtell
9.	2CFS-03	Coffs Harbour
10.	2SAW-04	Sawtell
11.	2BLK-03	Blacktown
12.	2LJT-02	Long Jetty
13.	2RIV-02	Riverstone
14.	2RIV-03	Riverstone
15.	2BLK-04	Blacktown
16.	2CFS-06	Coffs Harbour
17.	2BLK-05	Blacktown
18.	2PTH-02	Penrith
19.	2RCH-05	Richmond
20.	2PTH-04	Penrith
21.	2PTH-03	Penrith
22.	2WLG-01	Wollongong

	<b>FSAM ID</b>	<b>Name</b>
23.	2DAP-02	Dapto
24.	2DAP-03	Dapto
25.	2RIV-04	Riverstone
26.	2DAP-04	Dapto
27.	2LID-02	Lidcombe
28.	2LID-03	Lidcombe
29.	8DRW-04	Darwin
30.	8DRW-05	Darwin
31.	8DRW-06	Darwin
32.	8CSU-03	Casuarina
33.	4APL-04	Aspley
34.	4GDN-03	Goodna
35.	4GDN-04	Goodna
36.	4APL-03	Aspley
37.	4APL-02	Aspley
38.	4GUL-05	Gulliver
39.	4TNS-01	Townsville
40.	4TNS-02	Townsville
41.	4TNS-03	Townsville
42.	4TNS-05	Townsville
43.	4MKY-01	Mackay
44.	4MKY-02	Mackay
45.	4TNS-04	Townsville

	<b>FSAM ID</b>	<b>Name</b>
46.	4GDN-05	Goodna
47.	3CTN-07	Carlton
48.	4GDN-06	Goodna
49.	4ACO-01	Ascot
50.	4ACO-02	Ascot
51.	4NDG-01	Nudgee
52.	5ALD-03	Aldinga
53.	5ONK-01	Onkaparinga
54.	5ALD-02	Aldinga
55.	5SFD-04	Seaford
56.	7KIN-03	Kingston
57.	7HOB-04	Hobart
58.	7LAU-01	Launceston
59.	7STH-02	St Helens
60.	7HOB-05	Hobart
61.	7LAU-03	Launceston
62.	7KIN-04	Kingston
63.	7LAU-04	Launceston
64.	7HOB-06	Hobart
65.	7KIN-02	Kingston
66.	7HOB-03	Hobart
67.	7LAU-02	Launceston
68.	7SOE-01	Somerset



	<b>FSAM ID</b>	<b>Name</b>
69.	3BAC-03	Bacchus Marsh
70.	3SMR-01	South Morang
71.	3BRU-03	Brunswick
72.	3SMR-04	South Morang
73.	3BRU-04	Brunswick
74.	3BRU-06	Brunswick
75.	3SMR-05	South Morang
76.	3BRU-05	Brunswick
77.	3CTN-04	Carlton
78.	6MSP-03	Meadow Springs
79.	6MDR-03	Mandurah
80.	2CFS-05	Coffs Harbour
81.	3SMR-06	South Morang
82.	6MSP-01	Meadow Springs