

10 August 2018

Fay Holthuyzen
Chair, TCP Code Working Committee
PO Box 444
Milsons Point NSW 1565
By email: info@commsalliance.com.au

Dear Ms Holthuyzen,

Re: Public comment - Telecommunications Consumer Protections (TCP) Code (DR C628:2018)

Thank you for the opportunity to comment on the draft TCP Code.

Telstra has actively participated in the review as a member of the Working Committee and is pleased to provide the following submissions on the draft Code.

Our proposed amendments and comments are provided in the attached table, and are divided into substantive proposals for amending the Code and other more minor suggested amendments.

The substantive proposals include:

1. Revising the definition of a post-paid service to clarify it includes month to month plans which can be used fully or in part before being paid for by the Consumer.
2. In respect of the obligations on a Supplier in relation to certain customer interactions (e.g. that its representatives communicate effectively to Consumers, interact with Consumers courteously, are adequately trained in relation to Code obligations and promote and sell its Telecommunications products in a fair, transparent and accurate manner), clarify that a Supplier will have satisfied those obligations when it "takes reasonable steps" to bring about the desired outcomes. In some instances, those reasonable steps are already specifically identified in the Code in connection with those desired outcomes. Telstra is committed to having appropriate processes, supported by training, which require our representatives to identify the customer's needs and then deliver a product, plan or solution that meets those needs. However, it is not directly within the Supplier's control to ensure the outcome in the Code in all instances. We are agreeable to discussing with the Working Committee what the 'reasonable steps' may include in those instances where the Code does not already include specific steps associated with the achievement of particular outcomes.
3. In respect of the exemptions for advertising the cost/Mb of data, we suggest the Code should also exempt plans where the data is shaped or subject to a hard cap in addition to unlimited plans, as there is no incremental cost of an additional Mb of data.
4. We suggest amending the requirement for when a Bill is not required (5.2.1 refers) to when the Bill is for a fixed amount, rather than the 'same' fixed amount as this does not take into account limited duration deals where the charge is fixed for a certain period of time at eg, half price for six months before reverting to its full price. The

Customer is aware of the fixed amount and duration and so this instance should not trigger an obligation to send a Customer a Bill where they have agreed not to receive Bills.

5. Under Responsible provision of credit (6.2.1 refers), we suggest aligning the scope of the requirement to 'Post-paid Services' rather than 'devices' as the former term is defined in the Code and more relevant than 'devices', which is not defined, when referring to the application of credit. We note that under the Code, Post-Paid Services includes Post-Paid Goods and Post-Paid Services e.g. plans.

Reiterating the points Telstra made in the Working Committee discussions, we consider the Code rules need to be flexible enough to adapt to the changing consumer landscape we will face while the Code is in place over the next five years. There are important changes to the way Telstra, and our industry, engages with customers which we believe should be factored into the final Code to ensure the rules are helpful in maintaining consumer safeguards and ensuring consumers receive useful, relevant and timely information.

The changes at Telstra include:

1. As announced in June this year, we will be redesigning our products and plans to make them simpler and more intuitive for our customers¹. As a result of these changes, we expect the number of customer service calls we receive will go down by around a third within two years because we are removing the need for these calls.
2. In February this year, we also reported on improvements to our digital self-service channels². These include the introduction of Codi, our artificial intelligence based virtual assistant which allows us to respond more quickly to customers' queries. Codi now handles pre-paid, post-paid, Entertainment/Apps and general Telstra enquiries and will be extended as it continues to develop.
3. Around 35,000 nbn customers per month are now using a new "Online Order Status Tracker" tool that enables them to review the progress of their nbn order and modem delivery digitally. We have also launched a new service which enables customers to directly schedule our field service workforce through digital channels.

These examples of our digital capabilities have seen a 13% reduction in call volumes and a 24% increase in the number of active Telstra 24x7 app users in the six months to 31 December 2017. This means we took almost two million fewer inbound calls that six month period compared to the previous six months, and this is even taking into account higher nbn-related calls³.

We believe the proposed changes outlined in our submission will continue to ensure consumers receive good customer service and will provide an appropriate level of safeguards and protections.

¹ <https://exchange.telstra.com.au/transforming-product-and-service-experience-for-customers/>

² p27 - <https://www.telstra.com.au/content/dam/tcom/about-us/investors/pdf-e/150218-1H18-Analyst-Presentation.pdf>

³ See above.

We look forward to engaging further with the Working Committee with respect to this submission. Please contact Mr Trevor Hill at Trevor.Hill@team.telstra.com or (03) 8649 2023 if you have any questions about this submission.

Yours sincerely



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Appendix 1 - Substantive proposals for change

Consultation draft provision	Telstra's proposed amendments	Telstra's supporting comments
<p>Definition - Post-Paid Service means a Telecommunications Product that can be used fully or in part prior to being paid for by the Consumer including month to month plans.</p>	<p>means a Telecommunications Product that can be used fully or in part prior to being paid for by the Consumer including month to month plans that can be used fully or in part prior to being paid for by the Consumer.</p>	<p>We recommend the definition should be further amended to clarify that it only includes month to month plans where they are provided on a post-paid basis.</p> <p>Without this amendment it might be seen to cover plans which are priced on a monthly basis, but on pre-paid terms i.e. where payment is required before the services can be used.</p>
<p>3.2 Information for Consumers 3.2.2 A Supplier must ensure that its representatives who manage enquiries for Consumers are able to communicate effectively with Consumers in the Supplier's primary language of operation.</p>	<p>3.2.2 A Supplier must take reasonable steps to ensure that its representatives who manage enquiries for Consumers are able to communicate effectively with Consumers in the Supplier's primary language of operation.</p>	<p>Although we understand the desire to hold Suppliers accountable for the management of enquiries by their representatives, given the large number of interactions our representatives have with consumers, it is not necessarily possible nor directly within the Supplier's control to ensure that outcome in all instances.</p> <p>Rather, we suggest that, as with other obligations in the Code, Suppliers be required to "take reasonable steps" to ensure that outcome. Those reasonable steps might include activities such as relevant training, systems, processes and communications to support representatives.</p> <p>Where there are specific steps that would be expected of a Supplier in seeking to achieve a particular outcome we would support specifically listing these activities in the Code.</p>
<p>3.3 Application of the Code and Training 3.3.1 A Supplier must have systems and processes to support Code obligations where relevant. 3.3.2 A Supplier must ensure that its staff and Sales Representatives interact with Consumers courteously and in a fair and accurate manner. 3.3.3 A Supplier must ensure staff are adequately trained in relation to Code obligations related to their roles, and in</p>	<p>3.3.1 A Supplier must have systems and processes to support Code obligations where relevant. 3.3.2 A Supplier must take reasonable steps to ensure that its staff and Sales Representatives interact with Consumers courteously and in a fair and accurate manner. 3.3.3 A Supplier must take reasonable steps to ensure staff are adequately trained in relation to Code obligations</p>	<p>Please see our comments above in relation to 3.2.2.</p>

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<p>the use of systems and processes that support Code obligations.</p> <p>3.3.4 A Supplier must ensure appropriate action is taken against its staff who are rude or harassing to, or engage in misleading conduct with, Consumers.</p>	<p>related to their roles, and in the use of systems and processes that support Code obligations.</p> <p>3.3.4 A Supplier must take reasonable steps to ensure appropriate action is taken against its staff who are rude or harassing to, or engage in misleading conduct with, Consumers.</p>	
<p>4.1 Critical Information Summary</p> <p>4.1.2 Content: A Supplier must ensure the CIS includes the following information:</p> <p>(b) in the remainder of the CIS:</p> <p>...</p> <p>(v) where applicable, information sufficient for a Customer to determine the approximate early termination fee applicable at any time during the minimum term;</p>	<p>4.1.2 Content: A Supplier must ensure the CIS includes the following information:</p> <p>(b) in the remainder of the CIS:</p> <p>...</p> <p>(v) where applicable, a link to the area on the Supplier's website where the Customer can find information sufficient to determine the approximate early termination fee;</p>	<p>By its very nature, a CIS is a static document. Although that may be sufficient where a service is a SIM-only service or a simple fixed service, that static two-page document cannot incorporate the information required to calculate any handset repayments payable on the event of an early termination of an associated plan.</p> <p>We suggest that it would be more practical to provide a link to the Supplier's website. That would allow for information to be more readily updated to reflect changes in device/handset pricing, and to even allow a Supplier to provide calculation/estimation tools in a manner not possible in a static two page document.</p>
<p>4.1.2 Content: A Supplier must ensure the CIS includes the following information:</p> <p>(b) in the remainder of the CIS:</p> <p>...</p> <p>(viii) where the Offer is not unlimited, the cost (prior to any Discounts being applied) of using one megabyte of Data within Australia;</p>	<p>4.1.2 Content: A Supplier must ensure the CIS includes the following information:</p> <p>(b) in the remainder of the CIS:</p> <p>...</p> <p>(viii) where, in relation to Data, the Offer is not unlimited nor subject to Shaping or a Hard Cap, the cost (prior to any Discounts being applied) of using one megabyte of Data within Australia;</p>	<p>Where Data is shaped or subject to a Hard Cap, there is no incremental cost of a megabyte of data. In such circumstances, a CIS does not give useful guidance to consumers as to the cost of exceeding the allowance in those circumstances.</p>
<p>4.5 Advertising</p> <p>4.5.5 Advertising for post-paid internet plans with an included Data allowance: When advertising the price or dollar value of a Post-Paid Service which is an internet plan</p>	<p>4.5.5 Advertising for post-paid internet plans with an included Data allowance: When advertising the price or dollar value of a Post-Paid Service which is an internet plan</p>	<p>As above for 4.1.3, where data is shaped or subject to a Hard Cap, there is no incremental cost of a megabyte of data.</p>

Consultation draft provision	Telstra's proposed amendments	Telstra's supporting comments
<p>with an included data allowance, a Supplier must Prominently Display the cost (prior to any Discounts being applied) of using one megabyte of Data within Australia in Text Advertising, provided that if the usage is unlimited, the Supplier is not required to quote a cost for the Data usage that is unlimited.</p>	<p>with an included data allowance, a Supplier must Prominently Display the cost (prior to any Discounts being applied) of using one megabyte of Data within Australia in Text Advertising, provided that if the usage is unlimited or subject to Shaping or a Hard Cap, the Supplier is not required to quote a cost for the Data usage that is unlimited.</p>	<p>Hence, the inclusion in advertising of a per megabyte cost would give no useful guidance to consumers as to the consequences of exceeding the allowance in those circumstances.</p>
<p>4.6 Selling Practices</p> <p>4.6.1 Fair sales practices: A Supplier must ensure its Sales Representatives promote and sell its Telecommunications Products in a fair, transparent, and accurate manner to assist Consumers in making informed purchasing decisions.</p> <p>A Supplier must take the following actions to enable this outcome: Training for Sales Representatives:</p> <p>(a) ensure its Sales Representatives are appropriately trained to promote and sell as required by 4.6.1;</p> <p>(b) Ongoing monitoring: ensure the conduct of its Sales Representatives is monitored periodically to see how they interact with Consumers, and take steps to address emerging or systemic deficiencies in the sales conduct; and</p> <p>(c) Complaints: monitor Complaints about the sales conduct of the Supplier's Sales Representatives and take steps to address emerging or systemic deficiencies in the sales conduct.</p> <p>4.6.2 Meeting Consumer needs: If a Consumer identifies a particular need to a Supplier, the Supplier must indicate if it has an Offer that may suit the Consumer's identified need and if the Supplier does indicate a particular Offer that may suit the Consumer's identified need, the Supplier must provide the Consumer with information</p>	<p>4.6.1 Fair sales practices: A Supplier must take reasonable steps to ensure its Sales Representatives promote and sell its Telecommunications Products in a fair, transparent, and accurate manner to assist Consumers in making informed purchasing decisions.</p> <p>A Supplier must take the following actions to enable this outcome:</p> <p>(a) Training for Sales Representatives: ensure its Sales Representatives are appropriately trained to promote and sell as required by 4.6.1;</p> <p>(b) Ongoing monitoring: ensure the conduct of its Sales Representatives is monitored periodically to see how they interact with Consumers, and take steps to address emerging or systemic deficiencies in the sales conduct; and</p> <p>(c) Complaints: monitor Complaints about the sales conduct of the Supplier's Sales Representatives and take steps to address emerging or systemic deficiencies in the sales conduct.</p> <p>4.6.2 Meeting Consumer needs: If a Consumer identifies a particular need to a Supplier, the Supplier must indicate if it has an Offer that may suit the Consumer's identified need and if the Supplier does indicate a particular Offer that may suit the Consumer's identified need, the Supplier must provide the Consumer with information about the</p>	<p>As above for 3.2.2, although we understand the desire to hold Suppliers accountable for specific activities of their staff and representatives, it is not necessarily possible nor directly within the Supplier's control to ensure that outcome in all instances</p> <p>Further, we suggest that the new clause 4.6.2 (b) be more clearly stated to apply to the needs commonly expressed by Consumers of the Supplier's own products.</p>

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<p>about the particular Offer, to allow the Consumer to assess the suitability of that Offer against that need.</p> <p>A Supplier must take the following actions to enable this outcome:</p> <p>(a) Sales Representatives: Ensure Sales Representatives are aware of how to understand Consumer needs and advise Consumers on the Supplier's suitable Offers;</p> <p>(b) Information: provide standard information about Offers which can meet common needs expressed by Consumers;</p> <p>(c) Usage: provide information that can help Consumers predict their average level of telecommunications usage and what Offers may be suitable for that level of usage; and</p> <p>Different needs: assist Consumers to find out where to access information about Telecommunication Products which may suit specific needs, such as the disclosed needs of Consumers with a disability.</p>	<p>particular Offer, to allow the Consumer to assess the suitability of that Offer against that need.</p> <p>A Supplier must take the following actions to enable this outcome:</p> <p>(a) Sales Representatives: take reasonable steps to ensure Sales Representatives are aware of how to understand Consumer needs and advise Consumers on the Supplier's suitable Offers;</p> <p>(b) Information: provide standard information about Offers which can meet needs commonly expressed by Consumers of the Supplier's Telecommunications Products;</p> <p>(c) Usage: provide information that can help Consumers predict their average level of telecommunications usage and what Offers may be suitable for that level of usage; and</p> <p>(d) Different needs: assist Consumers to find out where to access information about Telecommunication Products which may suit specific needs, such as the disclosed needs of Consumers with a disability.</p>	
<p>4.7 Consumers with different needs</p> <p>4.7.2 Disadvantaged or vulnerable Consumers: A Supplier must ensure its Sales Representatives are able to interact with disadvantaged or vulnerable Consumers appropriately.</p>	<p>4.7.2 Disadvantaged or vulnerable Consumers: A Supplier must take reasonable steps to ensure its Sales Representatives are able to interact with disadvantaged or vulnerable Consumers appropriately.</p>	<p>As above in relation to 3.2.2.</p>
<p>5.2 Charging policies and rules, charging for Bills</p> <p>5.2.1 Providing Bills: A Supplier must supply a Bill to a Customer, and where applicable a former Customer for each current Billing Period, except</p> <p>(a) in respect of a Pre-Paid Service; or</p> <p>(b) in respect of a Post-Paid Service, where</p>	<p>5.2.1 Providing Bills: A Supplier must supply a Bill to a Customer, and where applicable a former Customer for each current Billing Period, except</p> <p>(a) in respect of a Pre-Paid Service; or</p> <p>(b) in respect of a Post-Paid Service, where</p>	<p>We suggest that these provisions be amended to provide further clarity on the circumstances in which a Supplier and its Customers can agree for the Supplier not to provide a Bill to the Customer.</p> <ul style="list-style-type: none"> The charges for a service may vary between billing periods, while still being a fixed amount – eg, first 6 months at half price. This alone should not trigger an

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<p>(i) the Customer pays by Direct Debit; and</p> <p>(ii) the Charges for that Billing Period are for the same fixed amount in each Billing Period; and</p> <p>(iii) the Customer and Supplier have agreed, in the Supplier's terms and conditions for the relevant Telecommunications Product or otherwise, that, although a Charge for that fixed amount will be payable by the Customer, a Bill will not be issued unless the total amount payable in that Bill is more than 10% higher than that fixed amount.</p>	<p>(i) the Customer pays by Direct Debit; and</p> <p>(ii) the Charges for that Billing Period are for a fixed amount; and</p> <p>(iii) the Customer and Supplier have agreed, in the Supplier's terms and conditions for the relevant Telecommunications Product or otherwise, that, although a Charge for that fixed amount will be payable by the Customer, a Bill will not be issued unless the total amount payable by the Customer upon receipt of that Bill is more than 10% higher than that fixed amount.</p> <p>For the avoidance of doubt, any Charges already paid by the Customer to the Supplier during the relevant Billing Period will not be included for the purposes of determining whether the Bill varies from the fixed amount by more than 10%.</p>	<p>obligation to provide a Bill where the change to the fixed charge is known to a Customer in advance.</p> <ul style="list-style-type: none"> • A Customer may pay amounts during the month, e.g. one-off purchases such as data packs. If the Customer pays for that amount at the time of purchase, rather than paying on receipt of a bill at a later stage, then this should also not trigger an obligation to provide a Bill.
<p>6.2 Responsible provision of Telecommunications Products</p> <p>6.2.1 A Supplier must take the following actions to enable this outcome:</p> <p>(a) Assess credit risk: undertake a Credit Assessment, including:</p> <p>(i) For an existing Customer who seeks to purchase additional device(s), sign up to multiple Post-Paid Services, or change plans to one with increased cost, a check of that Customer's payment history with the Supplier;</p>	<p>6.2.1 A Supplier must take the following actions to enable this outcome:</p> <p>(a) Assess credit risk: undertake a Credit Assessment, including, for an existing Customer who seeks to purchase multiple additional Post-Paid Services, a check of that Customer's payment history with the Supplier;</p>	<p>We propose that this be amended as suggested to clarify the scope of application of this requirement.</p> <p>Under the Code, "Post-Paid Service" relates to Telecommunications Products, which includes both Telecommunications Goods and Telecommunications Services purchased on a post-paid basis. By referring to that term, rather than "additional devices" this avoids creating ambiguity as to what a "device" is, and specifically to avoid capturing instances where they purchase a device – such as a handset or modem – on a pre-paid/outright basis.</p>

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<p>6.8 Notice to Restrict, Suspend or Disconnect a service for Credit and/or Debt Management Reasons</p> <p>6.8.4 Content of Restriction or Suspension notice: If notifying a Customer about a Supplier's Restriction or Suspension of the Customer's Telecommunications Service, inform the Customer:</p> <ul style="list-style-type: none"> a) about any on-going or additional Charges that will still apply whilst the Telecommunications Service is Restricted or Suspended; b) about the Supplier's Financial Hardship policy in case the Customer needs such assistance; and c) about any impacts the Restriction or Suspension may have on other services the Customer has with the Supplier. 	<p>6.8.4 Content of Restriction or Suspension notice: If notifying a Customer about a Supplier's Restriction or Suspension of the Customer's Telecommunications Service, by email or letter, inform the Customer:</p> <ul style="list-style-type: none"> d) about any on-going or additional Charges that will still apply whilst the Telecommunications Service is Restricted or Suspended; e) about the Supplier's Financial Hardship policy in case the Customer needs such assistance; and <p>about any impacts the Restriction or Suspension may have on other services the Customer has with the Supplier.</p> <p>If notifying a Customer about a Supplier's Restriction or Suspension of the Customer's Telecommunications Service, by some alternate method, include a link to information detailed in a) to c) above.</p>	<p>Consistent with 6.7.2 which permits the sending of reminder notices by alternate methods. As discussed at Working Committee meetings, it is important the Code does not prevent Suppliers communicating with their Customers using all available digital communication methods, rather than just allowing email and post as means by which to communicate to Customers.</p>

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	<p>6.8.5 Content of Disconnection notice: If notifying a Customer about a Supplier's Disconnection of the Customer's Telecommunications Service, send a separate Disconnection notice, not just a Bill, to the Customer and any relevant Guarantor prior to Disconnecting the Telecommunications Service.</p> <p>The notice of Disconnection, if issued by email or letter, must inform the Customer and Guarantor:</p> <ul style="list-style-type: none"> a) that, after Disconnection has occurred, the Customer's Telecommunications Service plan and/or Telecommunications Product (and/or, where applicable, telephone number), may no longer be available; b) about any impacts the Disconnection may have on other services the Customer has with the Supplier; c) about the consequences of non-payment, including that the Customer's default leading to the Disconnection may be disclosed to a Credit Reporting Body and/or collection agency and/or debt buyer and may be added to the Customer's credit file with a Credit Reporting Body; d) about the Supplier's Financial Hardship policy in case the Customer needs such assistance; e) that the debt may be passed to a collection agency and/or debt buyer; and that legal action may be taken to recover the unpaid debt. <p>The notice of Disconnection, if issued by some alternate method, must include a link to information detailed in a) to f) above.</p>	<p>Please see our comments in relation to 6.8.4 above.</p>

Appendix 2 Other proposed amendments

Consultation draft provision	Telstra's proposed amendments	Telstra's supporting comments
<p>Billing Address</p> <p>Means the Customer's nominated electronic, physical, or postal address to which a Bill is sent.</p>	<p>Means the Customer's nominated online account, electronic, or physical or postal address which is displayed on the Bill to which a Bill is sent, or where notification is sent on how the Bill can be accessed</p>	<p>This proposed amendment reflects the recent Working Committee discussion, at which it was agreed that Customers could be sent a notification that their Bill is ready and available in their online account.</p>
<p>Complaint</p> <p>means an expression of dissatisfaction made to a CSP by a Consumer in relation to its telecommunications products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by the Consumer.</p> <p>It does not include an initial call to request information or support or to report a fault or service difficulty unless a Consumer advises that they want that call treated as a Complaint, and does not include an issue that is the subject of legal action.</p>	<p>Complaint</p> <p>means an expression of dissatisfaction made to a Supplier by a Consumer in relation to its telecommunications products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by the Consumer.</p> <p>It does not include an initial call to request information or support or to report a fault or service difficulty unless a Consumer advises that they want that call treated as a Complaint, and does not include an issue that is the subject of legal action.</p>	<p>This is a non-substantive change.</p> <p>The use of the term "CSP" in the draft Code is inconsistent with the remainder of the Code, which makes use of the term "Supplier".</p>
<p>4.1 Critical Information Summary</p> <p>4.1.3 Format</p> <p>(b) Length: A Supplier must ensure that each CIS is available to a Consumer as a standalone document and is no longer than:</p> <p>(i) two A4 pages when all its mandatory contents are included for a single Offer, or</p> <p>(ii) the Supplier may choose to combine multiple Offers to be made available to a Consumer into a single CIS, in which case a Supplier must ensure that the CIS is no longer than it would be if a CIS was provided for each Offer in the bundled Offer.</p>	<p>(b) Length:</p> <p>(i) Subject to (ii), a Supplier must ensure that each CIS is available to a Consumer as a standalone document and is no longer than two A4 pages when all its mandatory contents are included for a single Offer.</p> <p>(ii) The Supplier may choose to combine multiple Offers to be made available to a Consumer into a single CIS, in which case a Supplier must ensure that the CIS is no longer than it would be if a CIS was provided for each Offer in the bundled Offer.</p>	<p>This is a non-substantive amendment.</p> <p>As written, paragraph (ii) does not logically following on from the "is no longer than" language in (b).</p> <p>This amendment would clarify the intent of this clause without substantively altering its meaning.</p>

Consultation draft provision	Telstra's proposed amendments	Telstra's supporting comments
<p>5.2 Charging policies and rules, charging for rules</p> <p>5.2.3 Format of Bill Media: A Supplier must offer its Customers the ability to receive a Bill and any Billing information; in a Bill Media that the Customer is able to store and reproduce. Bill Media options may include, but are not limited to, any one or more of the following Bill Media: paper form sent by regular post; email; or online.</p>	<p>5.2.3 Format of Bill Media: A Supplier must offer its Customers the ability to receive a Bill and any Billing information in a Bill Media that the Customer is able to store and reproduce. Bill Media options may include, but are not limited to, any one or more of the following Bill Media: paper form sent by regular post; email; or online.</p>	<p>This is a typographical change only, to remove an extraneous semi-colon in the draft clause.</p>
<p>5.2.4 Changes to Bill Media: If a Supplier proposes to change its Bill Media, it must inform the Customer:</p> <p>(a) of the proposed change to the Bill Media; and</p> <p>(a) of any options open to the Customer in relation to that change.</p> <p>Prior to levying any Charge for the issue of a Bill in additional Bill Media; or in Bill Media different from the Supplier's usual Bill Media for that Customer in addition to complying with clause 5.6.1, the Supplier must inform the Customer of the amount of the Charge and its method of calculation.</p>	<p>5.2.4 Changes to Bill Media: If a Supplier proposes to change its Bill Media, it must inform the Customer of:</p> <p>(a) the proposed change to the Bill Media; and</p> <p>(a) any options open to the Customer in relation to that change.</p> <p>Prior to levying any Charge for the issue of a Bill:</p> <p>(c) in additional Bill Media; or</p> <p>(d) in Bill Media different from the Supplier's usual Bill Media for that Customer,</p> <p>in addition to complying with clause 5.6.1, the Supplier must inform the Customer of the amount of the Charge and its method of calculation.</p>	<p>This proposed amendment is a typographical change only, to reintroduce formatting elements which appear to have been lost from the draft and current Code, and to simplify the language of this provision.</p>
<p>5.2.5</p> <p>Customers may request provision of Billing information via other mediums and formats normally available from the Supplier (e.g. hardcopy bill re-prints) and subject to clause 5.2.6 Error! Reference source not found, the Supplier may impose a Charge for the provision of this information.</p>	<p>5.2.5</p> <p>Customers may request provision of Billing information via other mediums and formats normally available from the Supplier (e.g. hardcopy bill re-prints) and subject to clause 5.2.6, the Supplier may impose a Charge for the provision of this information.</p>	<p>The proposed change is a typographical change only, to remove the error associated with the faulty internal clause reference.</p>
<p>5.3 The Bill</p> <p>5.3.1 Bill content requirements: A Supplier must include in each Bill it issues, at least:</p>	<p>5.3.1 Bill content requirements: A Supplier must include in each Bill it issues, at least:</p>	<p>The revised definition of "Billing Address" makes clear that the Billing Address is the address to which a Bill is sent. That address may be a physical address or an electronic</p>

Consultation draft provision	Telstra's proposed amendments	Telstra's supporting comments
<p>(a) the Customer's or former Customer's Billing Name and Billing Address;</p> <p>(b) the Supplier's trading name and ACN and/or ABN;</p> <p>(c) the Bill issue date and sequential identification (such as Invoice numbering or dates) to enable a Customer, or former Customer, to readily identify if a previous Bill has not been received and readily determine the chronological order of Bills received;</p> <p>(d) the Billing Period;</p> <p>(e) an account reference number;</p> <p>(f) a Customer reference to be used when paying online, which is the same on each Bill for that Customer, or former Customer, for the same Telecommunications Products. A Supplier may, however, change the Customer reference from time to time when its circumstances require it (such as a change to its billing systems);</p> <p>(g) the current due date for the Billed Charges and the due date for any outstanding amount;</p> <p>(h) at least one free method of Bill payment;</p> <p>...</p>	<p>(a) the Customer's or former Customer's Billing Name and, where applicable, Billing Address;</p> <p>(b) the Supplier's trading name and ACN and/or ABN;</p> <p>(c) the Bill issue date and sequential identification (such as Invoice numbering or dates) to enable a Customer, or former Customer, to readily identify if a previous Bill has not been received and readily determine the chronological order of Bills received;</p> <p>(d) the Billing Period;</p> <p>(e) an account reference number;</p> <p>(f) a Customer reference to be used when paying online, which is the same on each Bill for that Customer, or former Customer, for the same Telecommunications Products. A Supplier may, however, change the Customer reference from time to time when its circumstances require it (such as a change to its billing systems);</p> <p>(g) the current due date for the Billed Charges and the due date for any outstanding amount;</p> <p>(h) at least one method of payment for its Telecommunications Products that is free of charges imposed by the Supplier.</p>	<p>address, such as an email address. However, where a bill is to be provided online in an electronic format (such as via an app or an online portal), as is allowed by the Code, it would not be "sent" to any form of "address". Hence, we propose that (a) be amended to require the inclusion of the Billing Address only where applicable.</p> <p>Further, we propose that (h) be amended to align it with the substantive obligation regarding fee-free payment means in clause 5.6.1, to remove the ambiguity that arises from the present inconsistency between those two provisions.</p>