Telecommunications Customer Service Guarantee (CSG) Policy

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Introduction

1. Purpose

As a supplier of standard telephone services, VicTrack is obliged to comply with the Telecommunications (Customer Service Guarantee) Standard 2011.

The [Customer Service Guarantee](#) (CSG) is a standard designed to encourage service improvement and guard against poor service. VicTrack must meet minimum performance requirements for specified services and pay damages to customers when these are not met.

This Policy applies to the VicTrack Telecommunications Group, in particular the Customer Service and Delivery Group, the Operations Group and the Finance and Commercial Group.

2. Scope

2.1 Customers Covered by the Customer Service Guarantee Standard

The CSG Standard only applies to customers with five standard phone lines or less.

2.2 Services and Support Types Covered by the Customer Service Guarantee Standard

The CSG Standard covers the supply of standard telephone services and Enhanced call-handling features. VicTrack commits to not exceed the maximum permitted time frames for:

- connection of a CSG service;
- repair of a fault or service difficulty; and
- attending appointments with customers.

The CSG Standard does not apply where VicTrack has made a reasonable offer to supply the customer with an interim or alternative service and the customer accepts or refuses that service. However, VicTrack must supply the customer with sufficient information about the functionality and terms and conditions of supply of the services on offer to enable the customer to make an informed decision.

2.3 Services Not Covered by the Customer Service Guarantee Standard

The CSG Standard only applies where a CSG service is provided at a customer's location. It does not apply to:

- the supply of more than 5 eligible telephone services to a customer at any one time;
- mobile and satellite phone services;
- Internet services;
- customer equipment, such as the telephone handset; or
- pre-selection (change of Telecommunications Service Provider or 'churn') delays.

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2.4   Maximum time frames for Connecting a Service

The following table outlines the maximum time frames for connections.

Location	In-place connections	New service connections	
		Close to infrastructure and spare capacity	Not close to infrastructure or no spare capacity
Urban centre (Equal to or more than 10,000 people) [Metropolitan]	Within 2 working days[*]	Within 5 working days[*]	Within 20 working days (equivalent to 1 month) after request[*]
Urban centre or other recognised community grouping (Between 2,501 and 9,999 people) [Major Regional]	Within 2 working days[*]	Within 10 working days[*]	Within 20 working days (equivalent to 1 month) after request[*]
Within an urban centre, locality or other recognised community grouping (Between 201 and 2,500 people) [Minor Regional]	Within 2 working days[*]	Within 15 working days[*]	Within 20 working days (equivalent to 1 month) after request[*]
Other (up to 200 people) [Remote]	Within 2 working days[*]	Within 15 working days[*]	Within 20 working days (equivalent to 1 month) after request[*]

[*] If VicTrack commits to connect in less time than outlined in the table above, the reduced period becomes the connection time.

2.5   Maximum time frames for Repairing faults or service difficulties

The maximum time frames for repairing faults depends on the location of the customer's premises and the type of fault that requires repair.

The following table outlines the maximum time frames for each situation.

Location	Community size (people)	Repair time (after customer reports the fault)
Large Urban [Metropolitan]	Equal to or greater than 10,000	End of next working day

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Location	Community size (people)	Repair time (after customer reports the fault)
Small Urban [Regional]	Between 201 and 9,999	End of second working day[#]
Locality or recognised community grouping	Greater than 200	End of second working day[#]
Other [Remote]	Up to 200	End of third working day[#]

[#] Where the fault can be rectified without external or internal plant work or attending the customer's premises, or the specified service was disconnected by VicTrack as a result of an administrative error that does not involve damage to a facility, the fault rectification period is the end of the next working day after report.

2.6   Maximum time frames for Appointments

VicTrack must meet certain time frames when making appointments with customers for connecting or repairing a CSG service. The appointment window period must be no longer than 5 hours and the appointment must be kept unless VicTrack can provide the customer with reasonable notice of change.

The following table outlines when an appointment is considered to have been missed.

Community	Appointment window period	Definition of a missed appointment
All other locations	At a particular time	VicTrack does not attend within 15 minutes of the appointment time
	Four hours or less	VicTrack does not attend within 15 minutes of the appointment period
	Between four and five hours	VicTrack does not attend within the appointment period
Within an urban centre, locality or other recognised community grouping (Between 201 and 2,500 people) [Metro and Major Regional]	Between four and five hours	Where: • VicTrack must travel a long distance to keep the appointment; and • VicTrack does not attend within 45 minutes of the appointment period
Other (up to 200 people) [Minor Regional and Remote]		

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2.7   Damages Payable

Customer	Services delayed	Damages for first 5 working days (per working day)	Damages after first 5 working days (per working day)
Charity/Not for Profit	Connection or repair of fault or service difficulty of standard telephone service	$14.52	$48.40
	Connection or repair of fault or service difficulty of enhanced call handling features to an existing service	$7.26	$24.20
	Connection or repair of fault or service difficulty of two or more enhanced call handling features to an existing service	$14.52	$48.40
	Not keeping an appointment	$14.52 for each missed appointment	
Business	Connection or repair of fault or service difficulty of the standard telephone service	$24.20	$48.40
	Connection or repair of fault or service difficulty of enhanced call handling features to an existing service	$12.10	$24.20
	Connection or repair of fault or service difficulty of two or more enhanced call handling features to an existing service	$24.20	$48.40
	Not keeping an appointment	$24.20 for each missed appointment	

3 Definitions

Term	Definition
3rd Party Carrier Services	Standard Telephone Services not originating from the VicTrack Network. These services are provided by a Carrier other than VicTrack, owned by VicTrack and on-sold to the Customer.

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Term	Definition
Circumstances Beyond VicTrack's Control	Includes but is not limited to: • Damage to VicTrack facilities caused by a third party; • Natural disasters or extreme weather conditions that cause mass outages of services and restrict connection to a specified service or rectification of a fault or service difficulty (sometimes also known as a "**Mass Service Disruption**"); • A request by a public authority to provide emergency communications services to assist in emergency action, and the provision of those services restricts connection to a specified service or rectification of a fault or service difficulty; • VicTrack being unable to obtain lawful access to land or a facility; • A law of the Commonwealth, or of a State or a Territory, otherwise prevents VicTrack from complying with the performance standard.
Enhanced Call Handling Features	Call waiting, call forwarding, call barring, calling number display and calling number display blocking.
Faulty Service or Service Difficulty	The absence of dial or ring tone; inability to make or receive calls; disruption to communications because of excessive noise levels; repetition of service cut offs; another condition that makes the service wholly or partly unusable; or the non-functioning of an Enhanced Call Handling feature (if the service includes one).
Interim or Alternative phone service	An interim or alternative phone service is one that provides a customer with either a service for voice telephony or a service equivalent to a service for voice telephony. For example, a mobile phone service provided at standard phone rates to replace a standard phone service or a second phone service with diversions.
Standard Telephone Service	Standard Voice Grade service.
TIO	Telecommunications Industry Ombudsman

4 Roles and Responsibilities

4.1 VicTrack Responsibilities

VicTrack is required to provide information to customers about their obligations and the customer's entitlements under the CSG Standard. This information must be provided to customers at least once every two years.

VicTrack must automatically pay the customer damages when the maximum time frames are not met unless an exemption applies. The customer may seek resolution with VicTrack or lodge a complaint with the TIO if VicTrack fails to pay damages.

Where VicTrack on-sells 3rd Party Carrier Services, VicTrack is the responsible party for adhering to the CSG timeframes. CSG timeframes still apply to the reseller with no extra "component" fitted on. Compensation or damages payable by the 3rd Party Carrier for missing CSG timeframes would be a matter of agreement between VicTrack and the 3rd Party Carrier. – Refer to the "Consumer Protection and Service Standards Act 1999" – section 118A "Right of Contribution".

4.2   Customer Entitlements

Provided certain safeguards are met, customers are able to waive their rights under the CSG Standard. This has been made possible to ensure that customers are not restricted in the choices they make. For example, VicTrack may offer cheaper prices for a phone service if the customer is prepared to waive some or all of their rights to compensation under the CSG Standard.

If VicTrack were to suggest a waiver of customer rights under the CSG Standard, VicTrack would provide you with more information about the rights you may be waiving.

5 Policy Exemptions

In some circumstances, VicTrack can claim an exemption from complying with the CSG. When VicTrack claims an exemption, the CSG time frames are extended by the period of the exemption.

These circumstances include situations where:

- VicTrack was unable to obtain lawful access to the land or facility;
- Circumstances Beyond VicTrack's Control;
- the need to move staff or equipment to an area affected by Circumstances Beyond VicTrack's Control;
- a customer's service is disconnected for non-payment of invoices; or
- VicTrack cannot meet a performance standard because of maintenance or upgrading of a facility or network that is used to supply the service.

Where VicTrack relies on an exemption from complying with the CSG Standard, it must either notify its customers directly (except where the exemption relates to extreme weather conditions in which case VicTrack will post the exemption details on its website) or publish the exemption details in at least one edition of a daily newspaper circulating in Melbourne or in an applicable region outside Melbourne.

Any notification of an exemption will contain further information about the exemption (including the grounds for it and the estimated period of time for which it will exist), the entitlement of customers to dispute the exemption by requesting we reconsider the grounds for the exemption and by complaining to the TIO, how customers may contact us in relation to the exemption.

6 Reference Documents

- Telecommunications (Consumer Protection and Service Standards) Act 1999

- Telecommunications (Customer Service Guarantee) Standard 2011

- Telecommunications Industry Ombudsman Complaint handling procedure https://www.tio.com.au/about-us/policies-and-procedures

7 Reviews and amendments

This document will be reviewed at least every two (2) years at a minimum or when required by technology, industry or business changes.

Customers will be provided with access to this Policy via VicTrack's website. This Policy will also be accessible via the VicTrack intranet, The Loop.

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