

# Our Customer Terms

## Basic Telephone Service Section

### Part A – General

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### Part A – General

**NOTE: Some of these terms have important consequences for you. Please read them carefully.**

Certain words are used with the specific meanings set in this Part or in the General Terms of Our Customer Terms.

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## 1 About the Basic Telephone Service Section

### Our Customer Terms

- 1.1 This is the Basic Telephone Service section of Our Customer Terms.
- 1.2 The General Terms of Our Customer Terms also apply (to see these terms – home and family customers [click here](#); business and government customers [click here](#)).

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Basic Telephone Service section, then the Basic Telephone Service section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of the Basic Telephone Service section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### Parts of the Basic Telephone Service Section

- 1.5 The Basic Telephone Service section is divided into separate documents:
  - (a) Part A – General
  - (b) Part B – Telstra Home Phone and Telstra Voice (previously HomeLine) Plans
  - (c) Part C – Home Phone Discounts
  - (d) Part D – Business Phone Services
  - (e) Part E – Business Phone Discounts
  - (f) Part F – Other Call Types
  - (g) Part G – Operator Assisted Calls
  - (h) Part H – Managing Calls
  - (i) Part I – Other Service Options
  - (j) Part J – Charging Zones

### Part A – General

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## 2 The Basic Telephone Service

### What is the Basic Telephone Service?

- 2.1 The Basic Telephone Service comprises:
- (a) connection to our public switched telephone network;
  - (b) the ability to make and receive certain types of calls (subject to any conditions that might apply to particular types of calls);
  - (c) a telephone number; and
  - (d) a free listing of the telephone number in a telephone directory under a name you propose (and that we agree with).
- 2.2 Enhanced service assurance options for the Basic Telephone Service are set out in the Service Assurance section of Our Customer Terms.

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## 3 Connecting a Basic Telephone Service

### Timeframes

- 3.1 After we accept your application for a Basic Telephone Service, we try to connect it on the date you request. However, that may not always be possible. In some circumstances we may not be able to make firm arrangements immediately or we may have to change a previous firm arrangement. We will tell you beforehand if we cannot connect you on the requested date.
- 3.2 Where you request a Basic Telephone Service after 5:00 pm, we treat this as if you had requested it the following working day.
- 3.3 Particular timeframes for connecting your Basic Telephone Service may be set out in our [Universal Service Policy](#), in the [Customer Service Guarantee Standard](#) or under our [Priority Assistance policy](#). These do not apply to all customers or services. Where two timeframes apply, we aim to comply with the shorter timeframe.

### Timeframes: auto activated telephone line connection

- 3.4 If there has been a previous working Basic Telephone Service at your premises that has been cancelled and that we can automatically reconnect without having to visit your premises, the local exchange or any place in between, we aim to connect the Basic Telephone Service within two working days after your request, or on a later date that you request or agree to. We will advise you if we know we can automatically connect your service without having to visit your premises, the local exchange or any place in between.

### Part A – General

#### **Timeframes: other connections (ie other than auto activated telephone line connections)**

- 3.5 We aim to connect other Basic Telephone Service connections within the time frames set out below. Additional charges may also apply. Where your premises are readily accessible to telephone network infrastructure that we can use and there is sufficient network capacity, we aim to connect your Basic Telephone Service at those premises within the following timeframes:
- (a) where your premises are in an urban area – within 5 working days after your request; or
  - (b) where your premises are in a major or minor rural area – within 10 working days after your request; or
  - (c) where your premises are in a remote area – within 15 working days after your request; or
  - (d) a later date you request or agree to.

Whether you live in an urban area, a major or minor rural area or a remote area is based on the place's population. For more detail, see our Universal Service Plan or the ACA's Customer Service Guarantee.

- 3.6 Where your premises are not readily accessible to telephone network that we can use or there is insufficient network capacity, we aim to connect your new Basic Telephone Service at those premises within 20 working days after your request. **Additional charges** as set out at clause 3.10 may also apply.

#### **When we can refuse to connect**

- 3.7 In addition to other grounds for refusing to accept your request, we do not have to accept your request for a new Basic Telephone Service where:
- (a) you are requesting connection at an unusual location;
- For example: an underground mine, within a drain or access hole, on a mast or tower, beside a road or on a property with no building.
- (b) you are requesting connection at a location or in circumstances that we think is unsafe or unreasonable;
  - (c) there is no State/Territory or local government planning approval for work we need to do or we cannot reasonably assume that there is;
  - (d) you fail to meet our eligibility criteria for a service, product or special offer; or
  - (e) you have an outstanding debt with us.

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#### Connection charges

- 3.8 Depending on the type of connection and the type of work required to connect the Basic Telephone Service and subject to clause 3.9, we will apply one of the connection charges set out in the table at clause 3.10.
- 3.9 If you are an existing Telstra customer moving premises the relevant moving home services for your Telstra consumer service is set out in the Telstra Platinum section of Our Customer Terms.
- 3.10 Our connection charges are as follows:
- (a) On and from 25 June 2019

Connection type	Connection charges	
	GST excl.	GST incl.
Standard connection	\$90	\$99
New Service connection fee	\$269.10	\$299

- (b) Before 25 June 2019

Connection type	Connection charges		Criteria for charging
	GST excl.	GST incl.	
New connection	\$269.10	\$299	A telephone service has not previously been connected at your premises or if you need an additional line.
Existing connection	\$90	\$99	A working telephone socket exists from a previous connection.
Existing connection with a requested technician visit	\$308.18	\$339	A working telephone socket exists from a previous connection and our technician is not required to visit your premises, but you have requested a visit.
Temporary connection	\$90.91	\$100	If your service ends three months or less after its connection.  Not applicable to wholesale customers and their end users.
Additional connection	\$68.64	\$75.50	The additional connection is requested when connecting an existing connection where our technician is required or requested to visit your premises.
Additional connection	\$162.73	\$179	The additional connection is requested when connecting a new connection.

#### Basic Telephone Service conversion

- 3.11 NOT USED.
- 3.12 NOT USED.

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(a) NOT USED.

(b) NOT USED.

3.13 NOT USED.

3.14 NOT USED.

#### Additional charges

3.15 We can charge you a network extension charge if the Basic Telephone Service will be supplied by cable and the property entry point to be used to connect your service is more than 500 metres from the nearest part of our existing network. The network extension charge will cover all work necessary to extend our existing network to the property entry point. We will tell you if such a network extension charge is payable and obtain your approval before any work is started.

Where we are supplying the Basic Telephone Service in fulfilment of our Universal Service Obligation, we will cap the network extension charge as set out below

<b>Capped Network Extension Charge (cable) (applied where service supplied in fulfilment of Universal Service Obligation)</b>	<b>GST excl.</b>	<b>GST incl.</b>
For each 500 metres of cable (or part thereof) beyond the first 500 metres	\$26.00	<b>\$28.60</b>
Capped Network Extension Charge	\$1,400.00	<b>\$1,540.00</b>

3.16 We can charge you a network extension charge where your new Basic Telephone Service will be supplied by radio and we have to install:

- (a) a new network radio tower;
- (b) new network radio equipment on an existing network structure;
- (c) a repeater section; or
- (d) a non-standard supporting structure on your premises

The network extension charge will cover all work necessary to install the network radio tower, network radio equipment, repeater section or non-standard supporting structure. We will tell you if such a network extension charge is payable and obtain your approval before any work is started.

Where we are supplying the Basic Telephone Service in fulfilment of our Universal Service Obligation, we will cap the network extension charge as set out below.

<b>Capped Network Extension Charge (radio) (applied where service supplied in fulfilment of Universal Service Obligation)</b>	<b>GST excl.</b>	<b>GST incl.</b>
Capped Network Extension Charge	\$1,400.00	<b>\$1,540.00</b>

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- 3.17 Where your Basic Telephone Service will be supplied to your building by a cable that enters the building, you have to:
- (a) arrange and pay for suitable trenching to house underground cabling between your Property Entry Point and your building entry point; or
  - (b) pay for the erection of our poles including clearing, digging and reinstatement of land and pole holes at your property if we reasonably decide it is not feasible to have underground cables. We will supply the pole(s) and cable.

Where our plant (eg mast, antenna or dish) exists on your property, the property entry point is located at the base of our plant.

- 3.18 If the network boundary point at your premises is more than 20 metres (radial distance) from the building entry point, we can charge you our fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#), for installing extra cabling beyond this distance. We will tell you if such a cable extension charge is payable and obtain your approval before we start work.

#### **MDF buildings**

- 3.19 Where you occupy premises in which our network boundary point is a main distribution frame, or in which a main distribution frame is required, your cabling (including the main distribution frame and the building cabling) is usually provided by the building owner and remains a building asset.
- 3.20 Where you request that we install cabling between the main distribution frame and the point where you have requested that we supply the Basic Telephone Service we will charge you the fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#), for any work undertaken beyond the main distribution frame
- 3.21 We may charge you our fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#), for installing alternative cabling where you occupy premises for which the network boundary point is a main distribution frame and your new Basic Telephone Service will be:
- (a) a business service and there is no suitable spare capacity in the cabling system at the premises to extend cabling from the main distribution frame to the location you request; or
  - (b) a business or home service and you do not want your Basic Telephone Service to be connected through the main distribution frame.

#### **What is not included**

- 3.22 We do not have to supply any of the following when we connect your new Basic Telephone Service:

### Part A – General

- (a) cable from a fixed termination point to a moveable structure (such as a mobile home, a caravan, a vessel or a lift);
- (b) cabling across, through or under a body of water or tidal land to an isolated mooring structure, a buoy, a bollard or a vessel;
- (c) clearing, digging and reinstatement of land required to install or repair the lead-in cable along the chosen or existing route on your property; or
- (d) any additional cabling or equipment required to reduce, eliminate or avoid a site hazard (such as a high-voltage substation, a hazardous area or explosive atmosphere).

#### Reconnecting your Basic Telephone Service

- 3.23 Where your Basic Telephone Service is disconnected other than due to our error, you must pay us the appropriate connection charge to reconnect it.
- 3.24 You must pay a reconnection charge where you ask us to reconnect any Basic Telephone Service (including Basic Telephone Services that are on a Single Bill) that we have suspended because you did not pay what you owe us in full by its due date (and where you are not in genuine dispute with Telstra over that owed amount). The amount of the reconnection charge is set out in the table below.

Reconnection Charge	GST excl.	GST incl.
Reconnection fee following final disconnection for non-payment (for all customers) on and from 25 June 2019	\$90	\$99
Reconnection fee following final disconnection for non-payment (for all customers) before 25 June 2019	\$53.64	<b>\$59.00</b>

#### Relocating your Basic Telephone Service

- 3.25 If you ask us to relocate the network boundary point for your Basic Telephone Service to another location at your premises, we will charge you our fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#), or we may arrange for a contractor to charge you directly to do this work.
- 3.26 If you ask us to relocate your Basic Telephone Service to other premises, we treat this as a disconnection and reconnection. We charge you a connection charge and other connection-related charges as appropriate to your premises.
- 3.27 If you are an existing Telstra customer moving premises the relevant moving home services for your Telstra consumer service is set out in the Telstra Platinum section of Our Customer Terms.



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#### 4 Temporary disconnections

- 4.1 Where you ask us to disconnect your Basic Telephone Service temporarily, we do not charge for the temporary disconnection.
- 4.2 We continue charging you the monthly access charges for the service while it is disconnected. You must also pay us the appropriate connection fee to reconnect it.
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#### 5 Faults

##### Fault reporting

- 5.1 You can report faults with your Basic Telephone Service to us 24 hours a day.
- 5.2 Where you report a fault with a Basic Telephone Service after 5:00 pm, we treat this as if you had reported it the following working day.

##### Fault repair timeframes

- 5.3 We repair faults in the service (up to the network boundary point) between 8 am and 5 pm on working days. If you ask us to repair a faulty Basic Telephone Service outside those hours, and we agree, we may charge you our fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#).
- 5.4 We aim generally to repair a Basic Telephone Service within the following timeframes after you tell us of the fault:
- (a) where we can repair a Basic Telephone Service without external or internal plant work or the need to attend your premises – within one working day;
  - (b) where the fault is that a Basic Telephone Service has been incorrectly disconnected because of an administrative error – within one working day;
  - (c) where the Basic Telephone Service is in an urban area – within one working day;
  - (d) where the Basic Telephone Service is in a major or minor rural area – within two working days; or
  - (e) where the Basic Telephone Service is in a remote area – within three working days.
- 5.5 Particular timeframes for repairing faults in your Basic Telephone Service may be set out in our [Universal Service Policy](#), in the [Customer Service Guarantee Standard](#) or under our Priority Assistance policy (see the Priority Assistance section of Our Customer Terms). These do not apply to all customers or services. Where two timeframes apply, we aim to comply with the shorter timeframe.

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- 5.6 Where we give you an estimate of the number of hours that may be needed to repair a Basic Telephone Service, the estimate only includes hours between 8:00 am and 5:00 pm on a working day.

#### **Temporary repairs**

- 5.7 In some cases, we repair a Basic Telephone Service temporarily so you can use it until we repair it permanently.

#### **Faults you cause**

- 5.8 We can charge you our fee for-service charges for repairing a fault, if it is caused by something you or someone else using your Basic Telephone Service do (or do not do) wilfully, recklessly or negligently.
- 5.9 If you report a fault in your Basic Telephone Service and ask us to come to your premises to repair it, and once at your premises we determine on reasonable grounds that the fault is not in the Telstra network (for example, the fault may be in your equipment), we will charge you an incorrect callout charge. The incorrect callout charge is a fee-for service charge as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#). We will advise you of the charge before we attend your premises.

#### **Emergency repairs**

- 5.10 We will try to repair Basic Telephone Services used to provide essential community services or emergency services as soon as we can after we learn of the fault including where:
- (a) there has been a major fault outage; or
  - (b) there has been a natural disaster; or
  - (c) there are other special circumstances (such as urgent medical cases).
- 5.11 We give priority to repairing major fault outages affecting a number of customers.

#### **Call diversion**

- 5.12 Where your Basic Telephone Service is faulty, we may offer you a call diversion service. We may charge you for this.

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## **6 Fast Fix**

### **What is Fast Fix?**

- 6.1 Fast Fix is an enhanced fault restoration service that is available to eligible Basic Telephone Service customers.
- 6.2 If you request Fast Fix for a fault and we agree to provide it, we will, subject to technician availability:

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- (a) try to repair your Basic Telephone Service within 24 hours of you notifying us of the fault in accordance with clause 6.8 below; and
  - (b) provide you with a 2 hour appointment window if we need to attend your premises to repair the fault.
- 6.3 If we do not repair your Basic Telephone Service within 24 hours of you notifying us of the fault in accordance with clause 6.8 below, and the fault is in our network or our equipment, then unless one of the exceptions in clause 6.9 apply we will waive the charge for that Fast Fix request.
- 6.4 Your Basic Telephone Service will be considered repaired on the earlier to occur of:
- (a) the Basic Telephone Service being returned to full working order; and
  - (b) a temporary repair being implemented that allows the Basic Telephone Service to be used.

#### **Eligibility**

- 6.5 You are only eligible to acquire Fast Fix for your Basic Telephone Service if you:
- (a) are a home and family customer (also known as a 'consumer customer') or a small business customer; and
  - (b) live in an urban area.
- 6.6 You are not eligible to acquire Fast Fix if:
- (a) you are a Priority Assistance customer (see the Priority Assistance Section of Our Customer Terms); or
  - (b) we notify you that the relevant fault is part of a volume hold queue, a mass service disruption, a local service disruption or any other disruption that is affecting more than one customer.

For a list of mass service disruptions, see  
<http://www.telstra.com.au/abouttelstra/commitments/mass-service-disruption/index.htm>.

#### **How do you request Fast Fix?**

- 6.7 You can request Fast Fix on a fault by fault basis.
- 6.8 To request Fast Fix for a fault, you must call us on 132200. You may call us on this number 24 hours a day.

#### **Fast Fix exclusions**

- 6.9 We will not waive the Fast Fix charge under clause 6.3 if our ability to repair the fault is affected by:
- (a) a fault with your product or service that is caused by you;

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- (b) the cutting of cable or fibre which is needed to provide your product or service by you or someone on your behalf;
- (c) interference or damage to our equipment or network by you or by a third party on your behalf; or
- (d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration.

#### Charges

- 6.10 We will charge you the following fee for each Fast Fix request you make, unless we waive the charge in accordance with clause 6.3.

	GST excl.	GST incl.
Charge for each Fast Fix request	\$53.64	\$59.00
On and from 25 June 2019	\$90	\$99

#### Faults you cause

- 6.11 If clauses 5.8 or 5.9 apply to a fault for which you have requested Fast Fix, we may charge you the charges specified in those clauses in addition to the charge specified in clause 6.10.

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## 7 Charging

#### Calculating charges

- 7.1 The monthly access charge for your Basic Telephone Service is payable pro-rata calculated on a daily basis.
- 7.2 When a charge for a call depends on the time of day, this is generally the local time where your service is located. Where we cannot use your local time to calculate charges, we use the local time at the exchange where the call or charge is recorded.
- 7.3 Where a charge for a call is worked out based on blocks of time, an incomplete block of time is charged as a full block.
- Example: a call that is charged in 30-second blocks, and lasts 45 seconds, is charged as two 30-second blocks.
- 7.4 When we work out the length of a call in seconds, we count an incomplete part of a second as a full second.
- 7.5 When we work out the charge for a call based on distance, the distance is as measured between the “charge point” for the relevant charging zones or charging districts for the parties to the call.

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For a complete list of charging districts and charging zones and their charge points, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms. To see this list – home and family customers [click here](#); business and government customers [click here](#).

#### Statements

- 7.6 If you ask us to provide detailed charging information about your Basic Telephone Service, you must pay us the relevant charge:

Detailed charging information charges	GST excl.	GST incl.
Itemised STD calls statement	Nil	Nil
Manual long distance docket	\$1.80	<b>\$1.98</b>
Online statements	Nil	Nil
Statement of calls showing meter registrations over a specified period	\$1.80	<b>\$1.98</b>
Statement showing daily meter registrations (per day in statement – we charge you for a minimum of 16 days)	\$0.10	<b>\$0.11</b>
Statement from our microfiche records (where available)	\$10.00	<b>\$11.00</b>

## 8 Calling line identification

#### What is CLI?

- 8.1 Calling line identification (CLI) is information that is sent through the network when you make a call from your Basic Telephone Service. CLI includes the telephone number of the calling party. CLI will be sent from all exchange areas in Australia.
- 8.2 CLI allows the other party to see your telephone number if they have enabled Calling Number Display (CND) and you have not asked for your CLI to be blocked.

#### Presenting or blocking CLI

- 8.3 You can ask for your CLI to be presented or blocked with your calls made within Australia and calls made to people overseas by:
- (a) asking for CLI never to be presented except when you choose to present it for an individual call by dialling the prefix '1832' before the number you are calling – CLI Line Block with Override (Per Call Send); or
  - (b) asking for CLI always to be presented except when you choose to block it for an individual call by dialling the prefix '1831' before the number you are calling - CLI Line Present with Override (Per Call Block).
  - (c) asking for CLI never to be presented without the ability to present it on an individual call basis – CLI Line Block Only; or
  - (d) asking for CLI always to be presented without the ability to block it on an individual call basis – CLI Line Present Only.

The CLI options above may not be available on all line types.

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8.4 We do not charge you for presenting or blocking your CLI.

#### **When you cannot block CLI**

8.5 Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, you cannot block CLI:

- (a) for calls to the emergency call service (000);
- (b) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control;
- (c) when you have set your telephone equipment to always present CLI with your calls; or
- (d) when you send a text message or reply to a Talking Text message from your Basic Telephone Service. In accordance with worldwide standards for SMS, all messages including reply messages will display the telephone number of the sender.

8.6 Even where we have activated CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, your CLI may be presented for internet dial up calls made from your service to an Internet Service Provider connected to the Telstra network depending on the Internet Service Provider's network configuration and where the Internet Service Provider is required to use the CLI for the purposes of fraud prevention, billing, call management or credit control.

8.7 If your privacy is breached and we have activated your request for CLI Line Block with Override (Per Call Send) or CLI Line Block Only on your service, we will take steps to restore your privacy at our cost.

For example: We might provide you a new telephone number at no charge.

#### **How we use your CLI**

8.8 We may use your CLI, including your telephone number, in the following ways:

- (a) on an itemised bill of one of our customers who has called your number;
- (b) on an itemised bill of one of our customers who has accepted a reverse charge or third party charge call from your service;
- (c) in customer premises or network based service or equipment to support CLI related products such as call return and CND where you have permitted presentation of your CLI;
- (d) to perform our Malicious Call Trace or Malicious Caller Identification services; or
- (e) when a law enforcement agency lawfully requests it.

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#### Calling number display

- 8.9 CND allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller or their carrier or carriage service provider has not blocked the presentation of their CLI). This feature is available for calls made in Australia and from overseas to your service.
- 8.10 Calling Number Display may not be available from the following exchanges:
- (a) Lord Howe Island;
  - (b) Wadeye; and
  - (c) Cocos Island
- 8.11 For calls from overseas, you will be able to see the calling party's CLI if it is available.

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## 9 Telephone numbers

#### Change of telephone number

- 9.1 You can ask us to change the number for your Basic Telephone Service. The charge for changing your number is:

Change of telephone number	GST excl.	GST incl.
First number	\$34.00	<b>\$37.40</b>
Each additional number	\$17.00	<b>\$18.70</b>

#### Telephone number search

- 9.2 If you are a home customer, you can ask us to search for available telephone numbers for your Basic Telephone Service for a fee (beyond what we provide as part of our standard number allocation procedure):

Telephone number search charge	GST excl.	GST incl.
Each search	\$70.00	<b>\$77.00</b>

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## 10 Rental telephones

#### Available rental telephones

- 10.1 We rent the following telephone for use with your Basic Telephone Service:
- (a) Standard Telstra T1000S rental telephones.
- 10.2 Not used

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10.3 If you are a wholesale customer or the end user of a wholesale customer you are not eligible to receive:

- (a) a new or additional standard rental telephone, calling number display rental telephone, cordless rental telephone or cordless extension rental telephone; or
- (b) an upgrade of an existing standard rental telephone, calling number display rental telephone, cordless rental telephone or cordless extension rental telephone,

from us.

10.4 If you are a wholesale customer or the end user of a wholesale customer and you currently rent one of our standard or calling number display rental telephones, you may continue to rent that telephone on the terms and conditions set out in this section until we provide the wholesale customer with notice to the contrary.

10.5 We also rent disability rental equipment under our disability equipment program.

#### **Disability rental equipment**

10.6 Our Universal Service Obligation Standard Marketing Plan explains who is eligible to rent disability rental equipment from us under our disability equipment program. This includes the following criteria:

- (a) you have to acquire your Basic Telephone Service from us; and
- (b) you are not a wholesale customer.

We rent disability rental equipment to wholesale customers on terms set out in [the Wholesale Services section of Our Customer Terms](#).

10.7 If you are eligible, you need to complete and submit the relevant application form. If we accept it, we supply the disability rental equipment to you on the terms in this clause.

10.8 We aim to send disability rental equipment to your premises or the nominated collection point within the timeframes set out in our Universal Service Obligation Standard Marketing Plan.

#### **Initial charges**

10.9 We charge you an initial once-off charge for supplying you with rental equipment:

Initial rental telephone charge	GST excl.	GST incl.
Supply of each item of rental equipment	\$18.18	<b>\$20.00</b>

The initial once-off charge will apply to every cordless rental telephone we supply you, but will not apply to cordless extension rental telephones.

10.10 You can either:



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- (a) collect your rental equipment from one of our collection points; or
- (b) ask us to courier it to you.

We charge you the following if you choose option (b):

<b>Delivery charges</b>	<b>GST excl.</b>	<b>GST incl.</b>
For up to two items of rental equipment couriered at the same time	\$10.91	<b>\$12.00</b>
Each additional item of rental equipment couriered at the same time	\$4.50	<b>\$4.95</b>

Once the rental equipment has been collected by you, or has been delivered to you by courier, and one of our technicians is already in attendance at your premises undertaking other cable installation work, you can ask that technician to install your rental equipment for you. You will be charged the following:

<b>Installation charges</b>	<b>GST excl.</b>	<b>GST incl.</b>
Installation of rental equipment at your premises	\$20.00	<b>\$22.00</b>

### Ongoing rental charges

- 10.11 We charge you the following rental charges each month in advance for your rental equipment:

<b>Monthly telephone rental charges</b>	<b>GST excl.</b>	<b>GST incl.</b>
Each standard rental telephone	\$2.72	<b>\$3.00</b>
Disability rental equipment (other than teletypewriters, telebrailles, visual alerts and cochlear implant telephone adaptors)	\$2.72	<b>\$3.00</b>
Each teletypewriter, telebraille, visual alert or cochlear implant telephone adaptor supplied as disability rental equipment	<b>\$2.72</b>	N/A

### Upgrade charges

- 10.12 You can request that we upgrade your rental equipment if a newer model is available. We charge you the following upgrade charge:

<b>Upgrade charge</b>	<b>GST excl.</b>	<b>GST incl.</b>
For each item of rental equipment upgraded	\$18.18	<b>\$20.00</b>

- 10.13 We do not charge you the upgrade charge where you have a standard rental telephone earlier than the Touchfone 200 and you need to upgrade it to be able to access our network services.

### Part A – General

#### **Disability rental equipment charges**

- 10.14 We do not charge you the initial rental telephone charge for disability rental equipment if you have already paid that charge previously for the supply of a standard rental telephone.
- 10.15 We do not charge you the courier charge for disability rental equipment. We do not charge you the installation charge for disability rental equipment if our technician installs it while already at your premises for other purposes.
- 10.16 Where you are paying for the rental of a standard rental telephone, we do not charge for the rental of additional disability rental equipment to use with that standard rental telephone that we believe is required to give you reasonable access to the Basic Telephone Service.
- 10.17 We do not charge you for the installation of an additional socket (or, if we choose, a double adaptor) where your disability rental equipment is located if it is required to give you reasonable access to the Basic Telephone Service.
- 10.18 We do not charge you if we visit the premises where you wish to install disability rental equipment to evaluate the site, assess your equipment needs or demonstrate the equipment to you.
- 10.19 If you ask us to do additional work when you apply for disability rental equipment, and we agree, we charge you our fee-for-service charges set out in the Fee-For-Service (Other work we do for you) section of Our Customer Terms – for home and family customers [click here](#); business and government customers [click here](#).

#### **Ownership**

- 10.20 We own the rental equipment we supply to you. You cannot buy it from us.

#### **New technology**

- 10.21 We can alter the design, appearance, features or manufacture of any available rental equipment at any time without telling you.

#### **Your obligations**

- 10.22 You agree:
- (a) to keep the rental equipment in a safe and protected environment; and
  - (b) to comply with our use and care guidelines for the rental equipment provided to you with the rental equipment; and
  - (c) to keep the rental equipment within your control; and
  - (d) to only attach attachments to the rental equipment that meet Australian Communication Authority compliance standards; and
  - (e) not to deface, change, modify or repair the rental equipment; and

### Part A – General

- (f) to tell us immediately if the rental equipment does not work or becomes faulty; and
- (g) to get our consent before any rental equipment is taken from the address shown in our records; and
- (h) to return the rental equipment to us at one of our collection locations when the rental is cancelled; and
- (i) to return the rental equipment to us in good working order; and
- (j) to tell us immediately if you stop being eligible for disability rental equipment under our Disability Rental Program; and
- (k) to tell us immediately if the rental equipment gets lost or stolen.

#### **Cancelling your rental equipment**

10.23 You can cancel your rental of any rental equipment at any time.

10.24 We can cancel your rental of any rental equipment

- (a) if you do not comply with your obligations in relation to the rental equipment; and
- (b) we have told you in writing of your breach and you have failed to remedy the breach within 20 days of us telling you (if the breach can be remedied). If the breach cannot be remedied, we may immediately terminate your rental by telling you.

10.25 We can cancel your rental of disability rental equipment by telling you 20 days beforehand if you stop being eligible under our Disability Equipment Program.

10.26 You must return rental equipment to one of our collection points if your rental is cancelled. We can continue charging you the monthly rental charges until you do.

10.27 If you refuse to return any rental equipment, or cannot (eg, because it has been lost or stolen), we can charge you the following:

<b>Loss charge</b>	<b>GST excl.</b>	<b>GST incl.</b>
For each unreturned item or rental equipment (other than the Calling Number Display telephone)	\$18.18	<b>\$20.00</b>

#### **Replacing faulty rental equipment**

10.28 If your rental equipment is faulty (including because it has faulty parts), you should call our national fault reporting number and then:

- (a) for faulty disability rental equipment – we courier replacement disability rental equipment to you;

### Part A – General

- (b) for other faulty rental equipment – we choose whether to replace the equipment (or the faulty part) by having you collect it from one of our collection points or we will courier replacement rental equipment to you or we may have one of our technicians replace the rental equipment if already in attendance at the fault.

This is subject to and in addition to any rights you have under the Competition and Consumer Act 2010.

10.29 We provide replacement parts or rental equipment only during business hours and if you are complying with your obligations.

10.30 We do not charge you to replace rental equipment or parts where the fault is caused by:

- (a) is caused by a design or manufacturing defect;
- (b) fair wear and tear; or
- (c) breaches any non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws.

Fair wear and tear does not include damage caused by your error, misuse, omission, negligence or fault, vandalism, accident or loss.

10.31 We charge you our fee-for-service charges, as set out in the Fee-For-Service (Other work we do for you) section of Our Customer Terms – for home and family customers [click here](#); business and government customers [click here](#), to replace rental equipment or parts where:

- (a) the fault is not caused by any circumstances set out in 10.30; or
- (b) the fault is caused by unauthorised maintenance work, power failure or fluctuation, air conditioning or humidity control, electrostatic or electromagnetic interference, use in an unusually harsh environment (such as extreme temperature or humidity), operation outside of specifications or without due regard to manuals, user guides or other relevant documents provided to you; or
- (c) the fault is caused by a fault in your cabling or other equipment attached to the rental equipment (other than attachments to the rental equipment that meet Australian Communication Authority compliance standards); or
- (d) you ask us to do repairs outside of business hours.

10.32 We own all the parts we remove or replace during maintenance or repair work.

#### **Caring for rental equipment**

10.33 You are responsible for any rental equipment from when you (or your agent) receive it until you return it to us. You have to pay us for any loss or damage we suffer if the rental equipment is damaged, destroyed, lost or stolen.

### Part A – General

- 10.34 We charge you to reinstall or relocate your rental equipment at our fee-for-service charges, as set out in the Fee-For-Service (Other work we do for you) [section of Our Customer Terms – home and family customers click here](#); [business and government customers click here](#), if your rental equipment is damaged, destroyed, lost or stolen (except because of a natural disaster like a fire, flood or cyclone).

#### **Our liability to you**

- 10.35 If we supply you with rental equipment with our brand on it, and you suffer loss or damage because it is not of acceptable quality, or it otherwise breaches any non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws, we will compensate you for that loss or damage where the rental equipment is of a kind ordinarily acquired for personal, domestic or household use or the amount paid for the rental equipment is less than \$40,000.

#### **Your liability to us**

- 10.36 You are liable to us if you act negligently under the principles applied by the courts. However, you are not liable for any loss we suffer to the extent that it is caused by us, for example, through our negligence or breach of Our Customer Terms.

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## 11 Change of customer

### **Service transfer**

- 11.1 You must pay us the telephone line connection charge if you are accepting a transfer of an existing Basic Telephone Service from another customer

### **Account changes**

- 11.2 You must pay us the telephone line connection charge if you ask us to make changes to your account that requires us to create a new account.

### **Exceptions**

- 11.3 The charges for service transfer and account changes do not apply where:
- (a) the customer transfer occurs as part of a transfer of the service from one service provider (which may be Telstra) to another service provider (which may be Telstra); or
  - (b) the new customer is accepting liability to pay charges that are unpaid at the time of the change of customer or account details; or
  - (c) the new customer lived with the original customer, who has died; or
  - (d) the new customer lived with the original customer at the premises to which the Basic Telephone Service is supplied, and the original customer cannot enter the premises because of a restraining order.

### Part A – General

#### Responsibility for charges

- 11.4 Where a new customer is accepting liability to pay charges that are unpaid at the time of the change of customer or account details, the original customer remains jointly and individually liable for those charges.

#### Wholesale customers - service transfer

- 11.5 Clauses 11.1 to 11.4 do not apply to wholesale customers, and clauses 12.6 to 12.8 apply instead.
- 11.6 If you are a wholesale customer you must pay us the telephone line connection charge if one of your end users is accepting a transfer of an existing Basic Telephone Service from another of your end users.
- 11.7 If you are a wholesale customer you must pay us the telephone line connection charge if you ask us to make changes to your account that require us to add services to your account or create a new account.
- 11.8 Notwithstanding clauses 11.6 and 11.7, the charges for service transfer and account changes do not apply to wholesale customers where:
- (a) the end user transfer occurs as part of the transfer of the service from a carriage service provider who is re-supplying the service to an end user, to another carriage service provider who will re-supply the service to the end user; or
  - (b) the end user transfer occurs as part of the transfer of the service from us to another carriage service provider who will re-supply the service to the end user; or
  - (c) the new end user lived with the original end user, who has died; or
  - (d) the new end user lived with the original end user at the premises to which the Basic Telephone Service is supplied, and the original end user cannot enter the premises because of a restraining order.

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## 12 Local Number Portability

- 12.1 Local Number Portability is available as an option for customers changing their phone company who want to keep their existing telephone number. This process is known as porting.
- 12.2 You agree to pay us an administrative charge if you wish to port your local number:

Local Number Portability administrative charge	GST excl.	GST incl.
Per number (simple port)	\$7.27	<b>\$8.00</b>

### Part A – General

Local Number Portability administrative charge	GST excl.	GST incl.
<b>Linehunt</b>		
- first batch (up to 5 numbers)	\$55.98	<b>\$61.58</b>
- each additional number	\$4.60	<b>\$5.06</b>

## 13 Other work we do for you

### Installation of additional PSTN sockets

- 13.1 If are a residential customer and you would like us to install an additional PSTN socket or sockets at your premises, the charges set out in the Telstra Platinum Services section of Our Customer Terms will apply.

### Fee-for-service charges

- 13.2 We may do additional connection, adds, moves or changes, maintenance and repair work (including wiring beyond the first socket and the installation of additional sockets where the installation is neither standard nor non-standard as set out in the Telstra Platinum Services section of Our Customer Terms for you which is not provided as part of your Basic Telephone Service. The charges for these services vary depending on the nature of the services provided and when they are completed. We will tell you about these charges before you agree to proceed with a service request.
- 13.3 The charges referred to above are fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms - for home and family customers [click here](#); business and government customers [click here](#). You may obtain further information about the applicable charges by calling Telstra on 132000 if you are a business customer or 132200 if you are a residential customer.

### Altering cabling or equipment

- 13.4 If you ask us to change cabling or equipment in any way, including for the purpose of installation of additional cabling for the connection of a Basic Telephone Service, whether part of our network or your customer cabling, we charge you our fee-for-service charges, as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms (for home and family customers [click here](#); business and government customers [click here](#)),for doing the work.

### Part A – General

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#### 14 Performance specifications

##### Network access

- 14.1 We aim to ensure you can make or receive calls from your Basic Telephone Service 99% of the time over any 12-month period (indicated by the presence of a dial tone on your service).

##### Call clarity

- 14.2 We aim to give you reasonable call clarity on your Basic Telephone Service by trying to ensure that at a minimum, we comply with the Australian Communications Industry Forum Industry Code for End-to-End Network Performance for the Standard Telephone Service (ACIF C519).
- 14.3 Call clarity can be affected by background environmental noise, technical interference from other equipment (including ADSL) and the age and quality of your equipment.
- 14.4 The quality of your connection can also be affected by your equipment (including ADSL) and customer cabling, the time of day, and the distance between the network boundary point on your premises and your Basic Telephone Service.

##### Call connection

- 14.5 We aim to switch 95% of calls (other than international calls) through each local exchange on the first call attempt (during the period 7am to 7pm, Monday to Friday) over any three-month period. This only applies where a dial tone was present and a valid number dialled. (A call is taken to have been switched on the first attempt when the caller receives a network response indicating that the number is ringing or busy or the call is answered.)
- 14.6 We may have difficulty achieving this level during special promotions or when our network is under severe overload because of abnormal events beyond our control.

##### Things that affect our performance

- 14.7 Various things can have a significant impact on our ability to achieve these objectives:
- (a) the equipment you use to make and receive calls;
  - (b) the call being carried on networks that we do not control;
  - (c) the service's topographical and demographical characteristics;
  - (d) the operational and environmental characteristics under which you use the service.
- 14.8 Our ability to meet these objectives depends on
- (a) your equipment and customer cabling complying with relevant Australian Communications Authority technical standards;



### Part A – General

- (b) equipment being operated correctly;
- (c) you making appropriate arrangements to operate and maintain your equipment and customer cabling;
- (d) you giving our staff prompt access to our equipment and customer cabling on your premises so we can test and restore the service; and
- (e) you repairing and replacing your customer cabling when needed.

#### Things we do not support

14.9 We do not support the following terminal operating conditions, which can affect our ability to achieve these performance objectives:

- (a) ring detection in your equipment where the total ringer equivalence number on a line is greater than three;
- (b) end-to-end signalling via earth, line conductors, Cailho or phantom circuits;
- (c) data modems and fax machines working at data signalling rates greater than 2400 bit/s, (although we make available an internet assistance program to optimise customers' dial up internet and email experience, and this will normally result in higher effective rates for these services);
- (d) data modems and fax machines not conforming to ITU-T Recommendations V.18, V.21, V.27 ter or V.34; or
- (e) two or more telephones or equivalent equipment in the off-hook condition at the same time.

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## 15 Special meanings

15.1 The following words have the following special meanings.

**Basic Telephone Service** (also known as a Standard Telephone Service) has its meaning given in the Telecommunications (Consumer Protection and Service Standards) Act 1999.

**building** means a substantial structure with a roof and walls, and includes a high rise building, block of flats/apartments, factory, house, shed, caravan and mobile home.

**building entry point** is the point where our lead-in cable meets your building, immediately before entering your building.

**business customer** means:

- (a) any company or other body corporate with an ABN or ARBN; or
- (b) an association or club (incorporated or not);

### Part A – General

- (c) a charity or non-profit organisation; or
- (d) an individual who we believe carries on a business,

but does not include a home business customer.

a **business service** is a Basic Telephone Service supplied to a business customer (including customers who are charities or non-profit organisations).

**cabling** means cable and associated works or parts such as trenching, pits, poles required to support aerial cable, conduits, trays, connecting devices and jumpers.

**calls to mobile numbers** are calls to cellular mobile services provided in Australia.

Example: a mobile service connected in Australia (whether or not is in Australia when the call is received) and a mobile service connected outside Australia but in Australia when the call is received. Satellite or radio phones are not cellular mobile services.

Calls to cellular mobile services connected outside Australia and outside Australia when the call is received are international mobile (non-roaming) calls under the relevant international call charges table.

**calls to a non-Telstra mobile number** means calls made to a mobile service that someone other than us provides, whether on their network or ours.

a **charging district** is a group of charging zones.

For a full list of charging districts and their charging zones, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **charging precinct** is an allocated group of telephone numbers for call charging purposes.

For a full list of charging precincts, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **charging zone** (either a **standard zone** or an **extended zone**) is an area defined by an allocated group of telephone numbers for call charging purposes.

For a full list of charging zones, and whether they are standard zones or extended zones, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **community call** is a long distance call (of more than 50 km) where the call is made:

- (a) between two services within the Adelaide, Brisbane, Hobart, Melbourne, Perth, or Sydney charging districts but is not a local call; or
- (b) between two services, one of which is in the Adelaide, Brisbane, Hobart, Melbourne, Perth or Sydney standard zone and the other is in the urban fringe charging zone near it;

### Part A – General

- (c) between a standard zone and the standard zone containing its designated community service town, if any, but is not a local call or preferential call.

For a complete list of standard zones and their community service towns or partial community service towns, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **community service town** is the nearest reasonably accessible country centre which provides a reasonable combination of basic business and domestic services. In particular situations where a centre marginally fails to meet this criteria it will be designated a partial community service town.

For a complete list of standard zones and their community service towns or partial community service towns, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **concessional A rate call** is a long distance call that is made between an urban fringe zone and an outer metropolitan zone in the adjoining metropolitan district, and the distance between the two is more than 50 km.

a **concessional F rate call** is a long distance call (of more than 85 km) where the call is made between an extended zone and an adjoining standard zone but is not a preferential call.

**Customer Service Guarantee Standard** means Telecommunications (Customer Service Guarantee) Standard 2011.

a **distributor** is a device used for termination and cross-connection of cables.

**exchange** means our premises that services your Basic Telephone Service.

an **extended zone call** means a call between Basic Telephone Services where both services are in the same or adjoining extended zones.

For a list of charging zones that are extended zones, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **home business customer** is a home customer who is a self-employed individual acquiring a home service and who:

- (a) we believe carries on a business; or
- (b) has an entry in the business section of the White Pages directory or in the Yellow Pages directory.

a **home customer** is a customer who is not a business customer (and includes a home business customer).

a **home service** is a service for a customer who is not a business customer (and includes a home business customer).

an **inner metropolitan zone** is the Adelaide, Brisbane, Hobart, Melbourne, Perth or Sydney standard zone.

### Part A – General

an **intercapital call** is a long distance call between any two of:

- (a) the Melbourne, Sydney, Brisbane, Perth, Adelaide or Hobart charging district; or
- (b) the Canberra or Darwin charging zone.

an **international call** is:

- (a) a call made from a Basic Telephone Service:
  - from Australia to another country or international destination;
  - from Australia (excluding Norfolk Island) to Norfolk Island;
  - from Norfolk Island to the rest of Australia;
  - from Australia's bases in the Antarctic to Australia and other international destinations; or
- (b) a reverse charge call where the call is made from another international destination and the answering service is in Australia (including Norfolk Island).

**lead-in cabling** is the section of our network cabling between the last distribution joint and the network boundary in your premises.

a **local call** is a call between Basic Telephone Services where:

- (a) both services are in the same or adjoining standard zones; or
- (b) one service is in a charging precinct and the other is in its designated standard zone; or
- (c) both services are in the same charging precinct.

For a full list of charging zones and charging precincts, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **long distance call** (either an STD call or an operator assisted call) is a call made within Australia between Basic Telephone Services, that is not a local call.

**main distribution frame (MDF)** is also known as a network boundary distributor. The frame or distributor, in the premises where the Basic Telephone Service is supplied, is used to provide the electrical termination point for our lead-in cable and also to terminate the property's customer cabling. The MDF also provides a cross connection point between our lead-in cable and the property's customer cabling.

**MDF building** is a building in which the network boundary point is a main distribution frame, unless these terms provide otherwise.

**network boundary point** means a physical point where our network ends generally located at a main distribution frame. However:

# Our Customer Terms

## Basic Telephone Service Section

### Part A – General

- (a) where there is no main distribution frame, it is located at a network termination device; or
- (b) where there is no main distribution frame or network termination device, it is located at the first telephone socket.

**network termination device** is marked (in some form) with "network termination device" or "NTD". The device, in the premises where the Basic Telephone Service is supplied, is used to provide the termination point for our lead-in cable and also to terminate the property's customer cabling.

**non-intercapital calls** are long distance calls that are not inter-capital calls.

an **outer metropolitan zone** is a standard zone adjoining an inner metropolitan zone.

a **preferential call** is a long distance call that is made:

- (a) between an extended zone and the standard zone containing its designated community service town or partial community service town; or
- (b) between an extended zone and the standard zone containing the designated community service town or partial community service town of an adjoining extended zone;
- (c) between a standard zone surrounded by one or more extended zones and its community service town or partial community service town (where the community service town or partial community service town is in a different standard zone); or
- (d) between a partial community service town and the standard zone containing its community service town.
- (e) between standard zones surrounded by one or more extended zone (where the community service town or partial community service town is in a different standard zone) and its adjoining extended zone(s).

For a complete list of extended zones and isolated standard zones and their corresponding community service towns or partial community service towns, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **previous Basic Telephone Service** means a Basic Telephone Service that was previously connected at the premises.

**property entry point** means:

- (a) where we supply you a service using a cable, the point where the cable enters your property (such as a fence line for a home customer or the building entry point at a high rise building);
- (b) where we supply you a service using radio or satellite, the base of the antenna, on your property, used to connect your building; or

# Our Customer Terms

## Basic Telephone Service Section

### Part A – General

- (c) where our plant (eg mast, antenna, or dish) exists on your property, the base of our plant.

a **standard** zone is a type of charging zone that is not an extended zone.

For a list of charging zones that are standard zones, see Part J – Charging Zones of the Basic Telephone Service section of Our Customer Terms.

a **State** is the area within our switching network State boundary.

Our switching network State boundaries are based on the geographical State boundaries, but are not entirely the same. Also, we consider Victoria and Tasmania, South Australia and the Northern Territory and New South Wales and the ACT each to be in the same State as each other respectively.

a **temporary Basic Telephone Service** is a Basic Telephone Service provided for less than 12 months:

- (a) for a short-term event;
- (b) where you nominate the date of disconnection before connection; or
- (c) in a temporarily installed structure like a construction site office.

**trenching** means clearing and digging a trench for underground cable and reinstating the land afterwards.

**Universal Service Obligation** means the obligation to provide all Australians with reasonable access to a standard telephone service as set out in section 9 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.

an **urban fringe zone** is a standard zone that has one other standard zone (an outer metropolitan zone) between it and an inner metropolitan zone.

**wholesale customer** has the meaning given in [the Wholesale Services section of Our Customer Terms](#).

a **working day** is any day other than Saturday, Sunday or a public holiday.