

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 2023 \(CSG Standard\)](#).

The CSG Standard is a telecommunications consumer safeguard. It sets out performance standards to which carriage service providers, including VicTrack, must comply for connection, appointment keeping and fault or service difficulty rectification for specified Standard Telephone Services. It also provides for the payment of damages to customers where these performance standards are not met and sets out the circumstances in which a customer can agree to waive their rights under the CSG Standard.

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. Definitions

Term	Definition
Standard Telephone Service	Standard Voice Grade service.
Enhanced Call Handling Features	Call waiting, call forwarding, call barring, calling number display and calling number display blocking.
Fault 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).
3rd Party Carrier Services	Standard Telephone Services not originating from the VicTrack Network. These services are provided to VicTrack by another Carrier and are on-sold by VicTrack to its customer.
Circumstances Beyond VicTrack's Control	Includes but is not limited to: <ul style="list-style-type: none">• 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, which otherwise prevents VicTrack from complying with the performance standard.

Term	Definition
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 if voice telephony is not practical for a customer with a disability 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.
TIO	Telecommunications Industry Ombudsman

3. Scope

3.1 Customers Covered by the Customer Service Guarantee Standard

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

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

The CSG Standard covers the supply of Standard Telephone Services and five Enhanced Call Handling Features (**CSG Services**).

VicTrack commits to not exceed the maximum permitted time frames in the CSG Standard for:

- connection of a CSG Service;
- repair of a Fault or Service Difficulty on a CSG Service; and
- attending appointments with customers in relation to these activities.

The CSG Standard does not apply where VicTrack has made a reasonable offer to supply the customer with an Interim or Alternative Phone Service and the customer accepts or declines that offer. 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.

3.3 Services Not Covered by the Customer Service Guarantee Standard

The CSG Standard only applies where an eligible telephone service is provided to a customer's premises or site.

The CSG Standard does not apply:

- if VicTrack is supplying more than 5 eligible telephone services to a customer at any one time;
- if VicTrack is supplying a customer with five eligible telephone services (and the CSG Standard applies to those services) and arrangement are made for the supply of one or more additional telephone services, VicTrack is exempt from compliance with the CSG performance standards for all of those telephone services;
- to mobile phone and satellite phone services;
- to Internet and data services;
- to customer equipment, such as the telephone handset; or

- to pre-selection (change of Telecommunications Service Provider or 'churn') delays.

3.4 Maximum time frames for Connecting a Service

The following table outlines the maximum time frames for connections.

Service Location	In-place connections	New service connections	
		Close to infrastructure and spare capacity	Not close to infrastructure or no spare capacity
Urban (Equal to or more than 10,000 people)	Within 2 business days*	Within 5 business days*	Within 20 business days (equivalent to 1 month) after request*
Major rural (2,501 to 9,999 people)	Within 2 business days*	Within 10 business days*	Within 20 business days (equivalent to 1 month) after request*
Minor rural (201 to 2,500 people)	Within 2 business days*	Within 15 business days*	Within 20 business days (equivalent to 1 month) after request*
Remote (up to 200 people)	Within 2 business days*	Within 15 business days*	Within 20 business 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.

3.5 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.

Service Location	Community size (people)	Repair time (after customer reports the fault)
Urban	Equal to or greater than 10,000	End of next business day
Rural	201 to 9,999	End of second business day [#]
Remote	Up to 200	End of third business 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 business day after report.

3.6 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 provides the customer with reasonable notice of at least 24 hours of a change in the appointment time or location.

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

Service Location	Appointment window period	Definition of a missed appointment
All locations	Four hours or less (including appointments at a particular time)	VicTrack does not attend within 15 minutes of the end of the appointment period
Urban and major rural (more than 2,500 people)	Between four and five hours	VicTrack does not attend within the appointment period
Minor rural and remote (Up to 2,500 people)	Between four and five hours	VicTrack does not attend within the appointment period. However, if VicTrack must travel a long distance to keep the appointment, VicTrack will be taken to have kept the appointment if it attends within 45 minutes of the end of the appointment period

3.7 Damages Payable

Customer	Services delayed	Damages in the first 5 business days of delay (per business day)	Damages after the first 5 business days of delay (per business day)
Residential, Charitable or Welfare Organisation	a. Connection or rectification of Fault or Service Difficulty of Standard Telephone Service	\$14.52	\$48.40
	b. Connection of an enhanced call handling feature to an existing CSG service or rectification of Fault or Service Difficulty of an enhanced call handling feature of a CSG service that does not prevent the operation of the service	\$7.26	\$24.20
	c. Connection of two or more enhanced call handling features to an existing CSG service or rectification of Fault or Service Difficulty of two or more enhanced call handling features of a CSG service that does not prevent the operation of the service	\$14.52	\$48.40
	d. Missing an appointment, other than on a day or days for which damages are already payable to the customer under paragraphs a, b or c above.	\$14.52 for each missed appointment	
Business	e. Connection or repair of Fault or Service Difficulty of the Standard Telephone Service	\$24.20	\$48.40
	f. Connection of an enhanced call handling feature to an existing CSG service or rectification of Fault or Service Difficulty of an enhanced call handling	\$12.10	\$24.20

Customer	Services delayed	Damages in the first 5 business days of delay (per business day)	Damages after the first 5 business days of delay (per business day)
	feature of a CSG service that does not prevent the operation of the service		
	g. Connection of two or more enhanced call handling features to an existing service or rectification of Fault or Service Difficulty of an enhanced call handling feature of a CSG service that does not prevent the operation of the service	\$24.20	\$48.40
	h. Missing an appointment, other than on a day or days for which damages are already payable to the customer under paragraphs e, f or g above.	\$24.20 for each missed appointment	

4. Roles and Responsibilities

4.1 VicTrack Responsibilities

VicTrack is required to provide information to customers about the applicable CSG performance standards, VicTrack's obligations under those standards and the customer's entitlement to damages for contravention by VicTrack of a performance standard. VicTrack provides that information in this Policy, which is made available to customers with all relevant updates via the VicTrack website.

VicTrack must automatically pay the customer damages if it fails to meet a service standard 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 responsible to its end user customer for any failure to meet the CSG performance standards. CSG timeframes still apply to VicTrack with no extra "component" fitted on. If a failure by VicTrack to meet a CSG performance standard is wholly or partly attributable to one or more acts or omissions of the 3rd Party Carrier, compensation or damages payable by the 3rd Party Carrier to VicTrack for missing the CSG performance standards 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 the customer with more information about the rights the customer 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:

- the customer unreasonably refuses VicTrack access to his or her premises or fails to keep an appointment with VicTrack without giving at least 24 hours notice;
- Circumstances Beyond VicTrack's Control, including where VicTrack was unable to obtain lawful access to land or a facility and damage to VicTrack facilities caused by a third party;
- 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,
- 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 VicTrack reconsiders the grounds for the exemption and by complaining to the TIO, how customers may contact VicTrack in relation to the exemption.

6. Reference Documents

- Telecommunications (Consumer Protection and Service Standards) Act 1999
- Telecommunications (Customer Service Guarantee) Standard 2023
<https://www.legislation.gov.au/Details/F2023L01140>
- 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 three (3) years at a minimum or when required by technology, industry, business or legislative 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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