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## Required Measure 5(C) – Disconnection Process for Special Services and Special Service Inputs for the SS Classes Wholesale ATM (over copper) – P, N and B, ATM (Rebill) (over copper) – P, N and B and ATM (over copper) – P, N and B

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### Background

This Required Measure 5(C) sets out the disconnection process which applies to the Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Class(es) and Special Service Inputs that are Service Equivalent to those Special Service Class(es) (referred to in this Required Measure 5(C) as **Covered SS Classes**). These Covered SS Classes are in the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families.

In accordance with clause 22.4 of the Plan, the Disconnection Date for the Covered SS Classes is 29 April 2019 (**Special Services Disconnection Date**). The Disconnection Date for the SS Class has been triggered by NBN Co issuing the White Paper titled 'Temporary Special Services White Paper ATM on the nbn™ Ethernet Bitstream Service' on 29 April 2016.

In this Required Measure 5(C), Direct Special Services of a Covered SS Class and Special Service Inputs that are Service Equivalent to a Covered SS Class supplied to Premises within a Rollout Region with a Disconnection Date which is on or before the Special Services Disconnection Date (and which do not fall within one of the exceptions set out below) are referred to as "**Covered Special Services**".

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### Application

#### 2.1 Application of this Required Measure 5(C)

For clarity, this disconnection process only applies to the Telstra Services Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Classes within each of the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families.

Special Service Inputs that have been certified by Wholesale Customers using the code NA or HA – and have an Access Technology of (P), (B), or (N) are the Special Service Inputs that fall within the Covered SS Classes under this Required Measure 5(C).

#### 2.2 Exceptions to this Required Measure 5(C)

The following are exceptions to the White Paper Disconnection Process in this Required Measure 5(C):

- (i) any Access Service Families other than Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper);

- (ii) any SS Classes other than the Wholesale ATM (over copper) (P), (B) and (N), ATM (Rebill) (over copper) (P), (B) and (N) and ATM (over copper) (P), (B) and (N) Special Service Classes within the Wholesale ATM (over copper), ATM (Rebill) (over copper) and ATM (over copper) Access Service Families;
- (iii) Double-Ended Special Services, unless and until the later of the dates by which Telstra is required to disconnect the Premises at the A-end or the Premises at the B-end of the Double-Ended Special Service in accordance with clauses 22.8, 22.9 and 22.11 of the Plan; and
- (iv) Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, which will be disconnected in accordance with clause 1.4 of the Plan.

### 2.3 Application of this Required Measure 5(C) is dependent on data from NBN Co and may be subject to change

The application of the cease sale, order stability period and managed disconnection processes in this Required Measure 5(C) to a particular Premises within a Rollout Region are based on the most current information Telstra has received from NBN Co. This information relates to the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time the relevant assessment under this Required Measure is made. The application of this Required Measure 5(C) to a particular Premises may change as Telstra receives further information from NBN Co, for example if the Premises becomes a Changed Technology SS Premises or Delayed Notification SS Premises.

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## Disconnection Date for the SS Classes

### 3.1 Disconnection Date for each Covered SS Class of Direct Special Service

The Disconnection Date for each Covered Special Service is the Special Services Disconnection Date.

Subject to clauses 3.1(c) and (d) of this Required Measure 5(C), if the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting Services will apply to the Direct Special Services and Special Service Inputs in that Covered SS Class supplied to a Premises in that Rollout Region as they apply to any other Copper Services that are not Special Services supplied to a Premises in that Rollout Region, in accordance with clauses 22.8 and 22.9 of the Plan.

Where after the date that is 6 months before the Disconnection Date for a Rollout Region NBN Co notifies Telstra of a change in the Access Technology to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13 of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 9.3 of this Required Measure 5(C).

Where after the date this is 6 months before the Disconnection Date for a Rollout Region, NBN Co first notifies Telstra of the Access Technology it has used or proposes to use to make the Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Delayed Access Technology Notification**) and Telstra is entitled to continue to supply the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 22.13A of the Plan, Telstra will disconnect the Direct Special Service and Special Service Inputs in a Covered SS Class in accordance with clause 9.3A of this Required Measure.

### 3.2 Final Exit Date

Notwithstanding the Special Services Disconnection Date, Telstra may decide to exit any remaining Direct Special Services and Special Service Inputs that are in a Covered SS Class on a national basis, regardless of where the Premises is located or the Access Technology used or proposed to be used to connect a particular Premises to the NBN, if in Telstra's reasonable view:

- (i) the platform or equipment used to support the product becomes unstable or becomes unsupported by Telstra's vendors or assurance processes; or
- (ii) the aggregate volumes of the Direct Special Services and Special Service Inputs that are in a Covered SS Class supplied to Telstra's customers mean that it is no longer commercially viable to support the product,

#### **(Final Sunset Exit).**

If Telstra decides to announce a Final Sunset Exit in accordance with clause 3.2(a):

- (i) the exit must occur after the Special Services Disconnection Date (**Final Sunset Exit Date**);
- (ii) the Final Sunset Exit Date must be the same in respect of Retail Customers and Wholesale Customers;
- (iii) Telstra must ensure that:
  - the Final Sunset Date is the same for Retail Customers and Wholesale Customers (if the exiting Covered SS Class is supplied to both Wholesale and Retail Customers); and
  - not less than 18 months prior notice of the Final Sunset Exit Date for the Covered SS Class (unless Telstra agrees a shorter notice period with a Wholesale Customer).

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## Commencement of cease sale for Special Services and Special Service Inputs

### 4.1 The SS Cease Sale Period for the Covered SS Classes

The SS Cease Sale Period for the Covered SS Classes is the period commencing on and from 29 October 2018 up until the Special Services Disconnection Date.

### 4.2 Commencement of cease sale

#### **SS/SSI in a Rollout Region which is already subject to cease sale (prior to commencement of the SS Cease Sale Period)**

In a Rollout Region whose Cease Sale Commencement Date occurred before commencement of the SS Cease Sale Period for the SS Class (i.e. the Rollout Region is already subject to cease sale before the SS Cease Sale Period commences for the relevant SS Class), Telstra will not supply new Direct Special Services or Special Service Inputs in a Covered SS Class after commencement of the SS Cease Sale Period.

#### **SS/SSI in a Rollout Region which only becomes subject to cease sale during or after the SS Cease Sale Period**

In a Rollout Region whose Cease Sale Commencement Date occurs during or after the SS Cease Sale Period, Telstra will not supply any new Direct Special Services or Special Service Inputs in a Covered SS Class after the Cease Sale Commencement Date (i.e. cease sale applies from the ordinary Cease Sale Commencement Date for the Rollout Region).

### 4.3 Equivalent application of cease sale to Wholesale Customers

The SS Cease Sale Period and the Cease Sale Commencement Date will commence on the same date, be of the same duration and will apply in the same manner, irrespective of whether the customer is a customer of a Retail Business Unit or of a Wholesale Business Unit.

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## SS Order Stability Period

### 5.1 Commencement of the SS Order Stability Period

Subject to clause 5.1(c) of this Required Measure 5(C), Telstra will apply an SS Order Stability Period from the date that is 20 Business Days before the Special Services Disconnection Date for the SS Class until the Covered Special Service is disconnected during the SS Principal Disconnection Window.

If a Premises is a Changed Technology SS Premises or a Delayed Notification SS Premises, in accordance with clause 22.15 of the Plan, any SS Order Stability Period which applied to the previous Disconnection Date will be lifted and the extended date for disconnection under the Plan will be treated as the relevant Disconnection Date for the purposes of applying a SS Order Stability Period.

If the Premises is an SS In-Train Order Premises or a Deemed SS ITOP, Telstra will apply the SS Order Stability Period until a date no later than the latest date after the Special Services Disconnection Date for the SS Class specified in clause 7A.3(c) of this Required Measure 5(C) as the date by which Telstra will permanently disconnect Covered Special Services which are the subject of clause 7A.3(b) of this Required Measure 5(C).

## 5.2 Exceptions to the SS Order Stability Period

During the SS Order Stability Period for the Covered SS Classes, Telstra will not process any order types in respect of the supply of Copper Services to Premises within the Fixed Line Footprint in a Rollout Region used as a Direct Special Service or Special Service Input, except:

orders for disconnection of Covered Special Services (including service requests which result in or are associated with disconnection);

order types listed in Attachment A; and

order types for Covered Special Services that are subject to an Order Stability Proposal which has been implemented.

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## Communication with Wholesale Customers prior to Disconnection Date for the SS Class

### 6.1 Notification of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date

Subject to clauses 9.3 and 9.3A of this Required Measure 5(C), where the Disconnection Date for a Rollout Region is after the Special Services Disconnection Date for a Covered SS Class, Telstra will notify Wholesale Customers of those relevant Services which Telstra expects to be subject to disconnection in accordance with the communication process set out in clause 3 of Required Measure 2, with the exception that the basis on which a Wholesale Customer may dispute the inclusion of a Service on the Preliminary Disconnection List is as set out in clause 6.4(g), below.

### 6.2 Preliminary SS Disconnection List notified to Wholesale Customers

Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 9 months before the Special Services Disconnection Date, not less than 8 months before the Special Services Disconnection Date, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Preliminary SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.

Notification of the Preliminary SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

### 6.3 6 Month SS Disconnection Lists notified to Wholesale Customers

Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 months before the Special Services Disconnection Date for that SS Class, Telstra will notify that Wholesale Customer of those relevant Services which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.

Telstra will use reasonable efforts to notify Wholesale Customers of the 6 Month SS Disconnection List within 5 Business Days of the 6 Month SS Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

### 6.4 Dispute process

Within 20 Business Days of Telstra providing it with a 6 Month SS Disconnection List, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection during the SS Principal Disconnection Window due to:

- (i) a data error in respect of the service information associated with a Premises on the 6 Month SS Disconnection List;
- (ii) the Service acquired by the Wholesale Customer being a Double-Ended Special Service where the Disconnection Date for the SS Class is not the later of the dates on which Telstra is required to disconnect the A-end Premises or B-end Premises under clause 22.8 of the Plan;
- (iii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class (for example, the Direct Special Service forms part of the DDS Fastway Access Service Family); or
- (iv) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises before the date that is 6 months prior to the Disconnection Date for the SS Class.

At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 6 Month SS Disconnection List, a Further SS Disconnection List or the SS Final Disconnection List which the Wholesale Customer considers should not be subject to Managed Disconnection due to the Premises to which the Service is being supplied being a Changed Technology SS Premises after the date that is 6 months prior to the Disconnection Date for the SS Class.

The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 6 Month SS Disconnection List on any basis other than as set out in subparagraph (a) and (b) above. For clarity, any concern as to whether or not a relevant Premises is passed or NBN Serviceable should be referred by a Wholesale Customer to NBN Co or their wholesale provider over the NBN.

Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.4 within 20 Business Days of receiving notice (or as extended by agreement with the Wholesale Customer) and will notify the Wholesale Customer whether or not Telstra agrees to reflect the requested change in the 3 Month SS Disconnection List.

If Telstra does not agree to reflect the change in the 3 Month SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.

If the parties have failed to resolve a dispute as to whether a Service or Premises is to be included in the 3 Month SS Disconnection List by the date which is 5 Business Days before the 3 Month SS Disconnection List is due to be notified to Wholesale Customers under clause 6.5(c), then Telstra is permitted to include the disputed Service or Premises in the 3 Month SS Disconnection List for that SS Class.

If the Special Service or Special Service Input is in a Covered SS Class in a Rollout Region which has a Disconnection Date which is after the Disconnection Date for the SS Class, then the Dispute process set out in clause 3.2 of Required Measure 2 will apply, except that a Wholesale Customer may only raise a dispute in respect of a Premises on the Preliminary Disconnection List in accordance with clause 3.2(a)(i) and (ii) of Required Measure 2 if:

- (i) the Wholesale Customer has previously certified that services which it supplied at the relevant Premises are Special Service Inputs that are not in a Covered SS Class;
- (ii) the Service acquired by the Wholesale Customer from Telstra in respect of the relevant Premises is a Direct Special Service that is not a Direct Special Service or Special Service Input in a Covered SS Class; or
- (iii) the Service acquired by the Wholesale Customer is supplied to a Premises that was notified to Telstra as a Changed Technology SS Premises.

## **6.5 Further SS Disconnection Lists notified to Wholesale Customers**

Telstra will update the 6 Month SS Disconnection List each month up until the date that is two months before the Special Services Disconnection Date to include any active Covered Special Service Telstra continues to supply to a Wholesale Customer which Telstra expects to be subject to disconnection during the SS Principal Disconnection Window (**Further SS Disconnection Lists**).

Where Telstra continues to supply a Covered Special Service to a Wholesale Customer that is included on a Further SS Disconnection List, Telstra will notify that Wholesale Customer of that Further SS Disconnection List, irrespective of whether or not Telstra had already provided any earlier notification of disconnection to that Wholesale Customer.

Telstra will use reasonable efforts to notify Wholesale Customers of each Further SS Disconnection List within 5 Business Days of the relevant Further Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

The Further SS Disconnection List updated at the date that is 3 months prior to the Special Services Disconnection Date is also known as the 3 Month SS Disconnection List.

## 6.6 SS In-Train Order Premises List notified to Wholesale Customers

Where Telstra continues to supply a Covered Special Service to a Premises:

- (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the date that is 2 months before the Special Services Disconnection Date (**First SS In-Train Order Identification Date**); and
- (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements,

Telstra Operations will produce a list of SS In-Train Order Premises (**SS In-Train Order List**) as soon as reasonably practicable, and in any event within 15 Business Days of the date which is 2 months before the Special Services Disconnection Date.

Telstra will notify Wholesale Customer of the SS In-Train Order List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units.

Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

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## Commencement of Disconnection of Special Services

### 7.1 SS Final Disconnection List

As soon as Telstra is notified by NBN Co of Premises:

that do not form part of the final Fixed Footprint List;

that are SS In-Train Order Premises for a Covered SS Class,

Telstra will update its database accordingly.

Telstra Operations will create a list specifying all the Direct Special Services and Special Service Inputs in a Covered SS Class that remain active at Premises in the final Fixed Footprint List, as understood by Telstra as at the date that is 1 month before the Special Services Disconnection Date (**the SS Premises Address List**).

Following creation, the SS Premises Address List will have the following Premises and Copper Services removed:

- (i) Direct Special Services and Special Service Inputs within Covered SS Classes supplied to Premises located in Rollout Regions for which a

Rollout Region Disconnection Date will not occur on or before the Special Services Disconnection Date;

- (ii) Double Ended Special Services, for which disconnection is not yet required in accordance with the disconnection arrangements under the Plan;
- (iii) any Direct Special Services and Special Service Inputs in a Covered SS Class which are supplied to Premises that have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
- (iv) any Copper Services supplied to Affected Premises in the Rollout Region on the Disconnection Date for the SS Class but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises;

and will be the **SS Final Disconnection List** for the Covered SS Class(es).

For clarity, MDU Common Areas will not be included in the SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.

For clarity, any Covered Special Services supplied to Premises notified to Telstra by NBN Co as being an SS In-Train Order Premises will remain on the SS Final Disconnection List.

## **7.2 Final Notification for Wholesale Customers before the Disconnection Date**

Telstra Operations will provide the SS Final Disconnection List to Telstra Wholesale.

Telstra Wholesale will notify Wholesale Customers of any Wholesale Services supplied at Premises on the SS Final Disconnection List that are to be disconnected in the course of Managed Disconnection during the SS Principal Disconnection Window for that SS Class, however the SS Final Disconnection List will also include any Covered Special Services supplied to SS In-Train Order Premises that were included on the SS In-Train Order List.

Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List within 5 Business Days of the SS Final Disconnection List being produced by Telstra Operations, and in any event, notification to Wholesale Customers will occur at the same time as, or before, any notification of the SS Final Disconnection List to a Retail Business Unit.

Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.

## **7.3 Final Notification for Wholesale Customers after the Disconnection Date**

Where Telstra continues to supply a Covered Special Service to a Premises:

- (i) that has been identified by NBN Co as a SS In-Train Order Premises as at the Special Services Disconnection Date (**Second SS In-Train Order Identification Date**); and
- (ii) provided that Telstra has been notified by NBN Co that it is a SS In-Train Order Premises under and in accordance with the Definitive Agreements;

Telstra Operations will, as soon as reasonably practicable, and in any event within 10 Business Days of the Special Services Disconnection Date, update the SS Premises Address List to create the SS Updated Final Disconnection List.

For the purposes of clause 7.3(a), the SS Updated Final Disconnection List is created by removing the following from the SS Premises Address List:

- (i) any Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the First SS In-Train Order Identification Date and notified to Telstra under clause 6.6(a) that remain SS In-Train Orders on the Second SS In-Train Order Identification Date;
- (ii) any additional Direct Special Services and Special Service Inputs in a Covered Class which have become Changed Technology SS Premises or Delayed Notification SS Premises during the period from 6 months prior to the Rollout Region Disconnection Date up to that Disconnection Date that qualify for an extension of disconnection under clause 22.13 or clause 22.13A of the Plan; and
- (iii) any additional Covered Special Services supplied to a SS In-Train Order Premises identified by NBN Co on the Second SS In-Train Order Identification Date and notified to Telstra under clause 7.3(a) above,

(the **SS Updated Final Disconnection List**).

Telstra will notify Wholesale Customers of:

- (i) the SS Updated Final Disconnection List as soon as reasonably practicable after it is produced by Telstra Operations and, in any event, notification will occur no later than when the equivalent information is made available to Retail Business Units; and
- (ii) any additional Covered Special Services which Telstra has identified as being supplied to Deemed SS ITOPs as at the Special Services Disconnection Date as soon as reasonably practicable after the Special Services Disconnection Date.

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## 7A Disconnection of SS In-Train Order Premises and Deemed SS ITOP

### 7A.1 Application of Clause 7A

Clause 7A only applies to a Premises in respect of Special Services and Special Service Inputs in a Covered SS Class where the Special Services Disconnection Date for that SS Class is after the Disconnection Date of the Rollout Region in which the Premises is located.

## 7A.2 Categories of SS In-Train Order Premises

For the purposes of clause 6.6, clause 7, clause 7A and clause 10 of this Required Measure 5(C), a Premises in a Covered SS Class is a **SS In-Train Order Premises** for that Covered SS Class, and any relevant order is an **SS In-Train Order** for that Covered SS Class, if:

an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to that Premises:

- (i) has been received by NBN Co as at; and
- (ii) has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at,

the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of an NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

in respect of that Premises:

- (i) NBN Co has identified that a Special Service or Special Service Input in that Covered SS Class supplied to that Premises is to be replaced by an NBN Service that is the subject of an NBN Initial Connection Order or NBN Subsequent Order for the provision to an NBN Customer of an NBN Service to a second Premises that it is located within the same MDU as the first Premises or is otherwise adjacent or nearby the first Premises; and
- (ii) the NBN Initial Connection Order or NBN Subsequent Order for the second Premises has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the second Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

an Attempted NBN Connection Order for the provision of an NBN Service to that Premises has been made and NBN Co has received notification from the relevant NBN Customer that they have made that Attempted NBN Connection Order and that Attempted NBN Connection Order has not resulted in a commercial wholesale NBN Service having commenced being supplied by NBN Co to the Premises (and has not been cancelled or revoked) as at the First SS In-Train Order Identification Date or the Second SS In-Train Order Identification Date (and in the case of a NBN Subsequent Order, irrespective of whether and when the Premises became NBN Connected prior to that date); or

the Premises becomes NBN Connected within the SS ITO Period applicable for that SS Class, irrespective of the date on which NBN Co received the NBN Initial Connection Order; or

one or more NBN Subsequent Orders for that Premises have been connected by NBN Co within the SS ITO Period applicable for that Covered SS Class, irrespective of whether and when that Premises became NBN Connected or the date NBN Co received the NBN Initial Connection order; or

a Premises in a Covered SS Class is otherwise determined to be a SS In-Train Order Premises in accordance with the Definitive Agreements,

### 7A.3 **Disconnection of SS In-Train Order Premises and Deemed SS ITOPs following the Special Services Disconnection Date**

For each Covered Special Service supplied to an SS In-Train Order Premises which is notified to Telstra by NBN Co under and in accordance with the Definitive Agreements or to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class for that Covered Special Service:

that Covered Special Service will not be disconnected by Telstra during the SS Principal Disconnection Window, unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;

unless Telstra receives a disconnection order under sub-clause (a), Telstra may continue to provide that Covered Special Service that Telstra provided to that SS In-Train Order Premises or Deemed SS ITOP (as applicable) as at the Special Services Disconnection Date for that Covered SS Class up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and

Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is as soon as reasonably practicable after the date that is 170 Business Days after the Special Services Disconnection Date for the relevant Covered SS Class.

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## **Managed Disconnection of Special Services and Special Service Inputs**

### **8.1 Managed Disconnection**

For the purposes of this Required Measure, the **SS Principal Disconnection Window** refers to the period on and from 15 Business Days after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the Special Services Disconnection Date.

Telstra will disconnect:

- (i) subject to clause 8.1(d), all Covered Special Services that are required to be disconnected as set out in the SS Updated Final Disconnection List during the SS Principal Disconnection Window; and
- (ii) all other Direct Special Services and Special Service Inputs in a Covered Class in accordance with the specific disconnection arrangements set out in clause 9 of this Required Measure 5(C).

Disconnections during the SS Principal Disconnection Window will occur in two stages:

- (i) service disconnection; followed by,
- (ii) permanent disconnection.

The process involved in each stage is described in clauses 8.2 and 8.4.

Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for the applicable Covered SS Class which is listed on the SS Updated Final Disconnection List will be permanently disconnected in accordance with clause 7A.3. For clarity, clause 8.2 and 8.4 of this Required Measure 5(C) do not apply to these Covered Special Services.

## **8.2 Service disconnection**

Upon receiving the SS Updated Final Disconnection List from Telstra Operations (in accordance with clause 7.3(c) of this Required Measure 5(C)), Telstra will commence the disconnection of all services supplied to a Telstra Retail or Telstra Wholesale customer on the date that is 15 Business Days after the Special Services Disconnection Date and where practicable, complete disconnection of these services by the date that is 25 Business Days after the Disconnection Date (**SS Service Disconnection Phase**).

Telstra Wholesale and Telstra Retail Business Units carry out the SS Service Disconnection Phase in order to prepare all relevant Covered Special Services that appear on the SS Updated Final Disconnection List for permanent disconnection, for example by:

- (i) rejecting and removing all pending orders from Telstra's systems;
- (ii) carrying out all required steps to disconnect the Copper Services in Telstra's provisioning and billing systems; and
- (iii) monitoring and managing any errors occurring during the first two steps (i) and (ii) above throughout the SS Service Disconnection Phase.

## **8.3 Reconnection where disconnection not required**

For clarity, nothing in this Required Measure 5(C) limits Telstra's ability to build a new Copper Path or Reconnect a Copper Path to a Premises where the pre-existing Copper Path was not required to be disconnected in accordance with clause 19 of the Plan.

## **8.4 Permanent disconnection**

After the SS Service Disconnection Phase and up until the end of the SS Principal Disconnection Window, Telstra Operations will perform permanent disconnection of the relevant Copper Paths within Telstra's systems for all Covered Special Services that appear on the SS Updated Final Disconnection List.

Permanent disconnection of all Covered Special Services appearing on the SS Updated Final Disconnection List will occur regardless of activities completed during the preceding SS Service Disconnection Phase.

Telstra Operations will manage the permanent disconnection processes on a day-to-day basis during the permanent disconnection phase to efficiently allocate available resources and respond to operational issues as they arise. This may require Telstra to change the sequencing of disconnection of Services on the SS Updated Final Disconnection List during the permanent disconnection phase. Telstra is not required

to assign a specific date for permanent disconnection of each Service within the SS Principal Disconnection Window.

All permanent disconnections occurring during the permanent disconnection phase will be processed by Telstra Operations without regard to whether the Copper Service is supplied to a customer of a Retail Business Unit or a Wholesale Business Unit.

Telstra will monitor each Rollout Region to ensure that all Covered Special Services on the SS Updated Final Disconnection List are permanently disconnected by the end of the SS Principal Disconnection Window.

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

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## Disconnection of Remaining Premises

### 9.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class where the Rollout Region Disconnection Date is after the Special Services Disconnection Date

In accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region is after the Special Services Disconnection Date (29 April 2019), then Telstra will:

- (i) continue to supply, and only accept new orders for, Copper Services in that Covered SS Class that are not either NBN Serviceable or a Frustrated Premises;
- (ii) not accept orders for the supply of new Copper Services in that Covered Class at Premises that are either NBN Serviceable or a Frustrated Premises; and
- (iii) disconnect any existing Copper Services in that Covered SS Class following the Disconnection Date for that Rollout Region,

using the process that applies to Copper Services which are not Special Services in that Rollout Region.

If the Premises to which a Direct Special Service or Special Service Input in a Covered SS Class is supplied is located in a Rollout Region which has a Disconnection Date that is after the Special Services Disconnection Date for that Covered SS Class and that Premises is an In-Train Order Premises then:

- (i) a Direct Special Service or Special Service Input in that Covered SS Class that is supplied to that Premises as at the Disconnection Date of that Rollout Region will not be disconnected by Telstra during the Primary Disconnection Window (as defined in Required Measure 2), unless a disconnection order is placed by the customer of the Telstra Wholesale Business Unit or Retail Business Unit;
- (ii) Telstra may continue to provide each relevant Direct Special Service or Special Service Input which is in that Covered SS Class which it supplied to that In-

Train Order Premises as at the Disconnection Date for that Rollout Region up until the date by which Telstra must disconnect the In-Train Order Premises under clause 15.1A(c) or clause 15.1(c) (as applicable) of the Plan;

- (iii) Telstra will continue to receive from Retail Customers and Wholesale Customers orders for disconnection of Special Services or Special Service Inputs within a Covered SS Class which are supplied to an In-Train Order Premises up to the date specified in clause 15.1A(c)(i)(B), 15.1A(c)(ii)(D) or clause 15.1(c) of the Plan, as applicable; and
- (iv) Telstra will commence and complete the disconnection of all Direct Special Services and Special Service Inputs in that Covered SS Class that are supplied to that In-Train Order Premises in accordance with clause 15.1A or clause 15.1 of the Plan (as applicable).

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

In addition to the Premises and Copper Services referred to in clause 7.1(c) and clause 7.3(b), the following types of Premises and Copper Services within the Fixed Line Footprint in a Rollout Region will not be subject to Managed Disconnection during the SS Principal Disconnection Window:

- (i) Added Premises;
- (ii) Affected Premises (in the Rollout Region on the Disconnection Date for the Rollout Region but only to the extent that Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises);
- (iii) Direct Special Services and Special Service Inputs, to the extent that these Services belong to a SS Class for which the applicable Disconnection Date has not yet occurred or they are Changed Technology SS Premises or Delayed Notification SS Premises that are not required to be disconnected during the SS Principal Disconnection Window;
- (iv) Double-Ended Special Services that are not otherwise due to be disconnected during the SS Principal Disconnection Window in accordance with the Plan; and
- (v) MDU Common Areas,

but will instead be disconnected in accordance with specific rules applicable to each category.

## **9.3 Disconnection of Special Services in a Covered SS Class where there is a change of Access Technology**

If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to that Premises at the date of NBN Co's notification and it becomes part of a Covered SS Class, then:

- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
- (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 8 of this Required Measure 5(C) and, where clauses 22.13(a)(i) or 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 8 of this Required Measure 5(C) will be applied as modified by clause 9.3(b) of this Required Measure 5(C).

In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Changed Technology SS Premises, in accordance with clause 9.3(a), Telstra will:

- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Changed Technology Extension Date on the Preliminary SS Disconnection List;
- (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
- (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Changed Technology SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.4(a)(iv) unless there has been a subsequent change in the Access Technology used or proposed to be used to connect the Premises to the NBN;
- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Changed Technology SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (v) for the purposes of this clause 9.3(b):

references in clauses 6, 7 and 8 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Changed Technology Extension Date and references to the SS Principal Disconnection Window are to read as though it is a reference to the Technology Extension Disconnection Window);

references in clause 8 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Changed Technology Extension Date up to and including the date that is 20 Business Days after the Changed Technology Extension Date;

clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(C) do not apply so Direct Special Services or Special Service Inputs supplied

to a Changed Technology SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection; and

the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Changed Technology Extension Date, as applicable, up to and including the date that is 55 Business Days after the Changed Technology Extension Date.

If Telstra is notified of a change in the Access Technology used or proposed to be used to make a Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region and Telstra is supplying a Direct Special Service or Special Service Input in a Covered SS Class to that Premises at the date of NBN Co's notification which, following the change in Access Technology, no longer forms part of a Covered SS Class, then:

- (i) Telstra may continue to supply the Service to the Changed Technology SS Premises in accordance with clause 22.13 of the Plan; and
- (ii) If Telstra is required to disconnect the Direct Special Service or Special Service Input, the disconnection processes and communications regarding disconnection in a Required Measure 5 specific to that SS Class will apply to the Service.

### **9.3A Disconnection of Special Services supplied to Delayed Notification SS Premises**

If Telstra is notified by NBN Co for the first time of the Access Technology it has used or proposes to use to make the Premises NBN Serviceable on and from the date that is 6 months before the Disconnection Date for the Rollout Region in which that Premises is located and Telstra is supplying a Direct Special Service or Special Service Input to the Delayed Notification SS Premises at the date of that notification and it becomes part of a Covered SS Class, then:

- (i) Telstra may continue to supply the Direct Special Service or Special Service Input to the Delayed Notification SS Premises in accordance with clause 22.13A of the Plan; and
- (ii) Telstra will disconnect the Direct Special Service or Special Service Input applying the disconnection processes and communications regarding disconnection in clauses 6 to 8 of this Required Measure 5(C) and, where clauses 22.13A(a)(i) or 22.13A(a)(ii)(B) or 22.13A(b) apply, the processes and communications regarding disconnection in clauses 6, 7 and 8 of this Required Measure 5(C) will be applied as modified by clause 9.3A(b) of this Required Measure 5(C).

In disconnecting Direct Special Services or Special Service Inputs in a Covered SS Class supplied to the Delayed Notification SS Premises, in accordance with clause 9.3A(a), Telstra will:

- (i) notify Wholesale Customers of those Direct Special Services or Special Service Inputs which Telstra expects to be subject to disconnection following the Delayed Notice Extension Date on the Preliminary SS Disconnection List;

- (ii) continue to notify Wholesale Customers of disconnection on each subsequent 6 Month SS Disconnection List and Further SS Disconnection List in accordance with the arrangements described in clause 6;
- (iii) allow a Wholesale Customer to notify Telstra of any Direct Special Service or Special Service Input supplied to a Delayed Notification SS Premises included on the 6 Month SS Disconnection List in accordance with clause 6.4(a);
- (iv) disconnect all Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected as set out in the SS Final Disconnection List during the Technology Extension Disconnection Window; and
- (v) for the purposes of this clause 9.3A(b):

references in clauses 6, 7 and 8 (as applicable) to the Special Services Disconnection Date are to be read as though it is a reference to the Delayed Notice Extension Date and references to the SS Principal Disconnection Window are to be read as though it is a reference to the Technology Extension Disconnection Window;

references in clause 8 to the SS Service Disconnection Phase refer to the period on and from the date that is 10 Business Days after the Delayed Notice Extension Date up to and including the date that is 20 Business Days after the Delayed Notice Extension Date;

clauses 7.1(c)(iii) and 7.3 of this Required Measure 5(C) do not apply, so Direct Special Services or Special Service Inputs supplied to a Delayed Notification SS Premises that are required to be disconnected during the Technology Extension Disconnection Window will be included on the SS Final Disconnection List; and

the Technology Extension Disconnection Window refers to the period on and from 1 Business Day after the Delayed Notice Extension Date, as applicable, up to and including the date that is 55 Business Days after the Delayed Notice Extension Date.

#### **9.4 Disconnection of Added Premises**

Added Premises to which a Covered Special Service is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **9.5 Disconnection of Affected Premises**

Telstra will disconnect Affected Premises to which a Covered Special Service is supplied in accordance with clause 7.3 of Required Measure 2.

#### **9.6 Disconnection of MDU Common Areas**

In accordance with the Plan, Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services in accordance with clause 1.4 of the Plan.

Telstra will prepare and publish a separate document setting out the process it will apply to the Managed Disconnection of MDU Common Areas 6 months before the End of Rollout Date.

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## Reporting

Telstra will report quarterly to the ACCC as part of its Migration Plan Compliance Report, in respect of Premises within the Fixed Line Footprint of Rollout Regions falling in each SS Class, aggregated across the relevant Access Service Family:

- (i) the total number of Covered Special Services estimated at key dates for the period that is 9 months before the Special Services Disconnection Date until the date that is 55 Business Days after the Special Services Disconnection Date;
- (ii) the total number of Covered Special Services permanently disconnected at key milestone dates identified by Telstra after the Special Services Disconnection Date up until the date that is 55 Business Days after the Special Services Disconnection Date; and
- (iii) the total number of Covered Special Services that are supplied to SS In-Train Orders Premises or Deemed SS ITOPs at key milestone dates identified by Telstra after the Special Services Disconnection Date.

Telstra will commence reporting under clause 10(a) from the end of the first full Quarter after this Required Measure 5(C) is accepted by the ACCC.

## Attachment A – Excluded SS Order Types

Order Description	Service Restriction application from the Order Stability Commencement Date
<b>Apply exchange based barring and suspension</b>	<p>These order types will not be blocked during the SS Order Stability Period for both Wholesale and Retail customers. Note that Telstra's business-as-usual timeframes will apply to the processing of any orders received during the SS Order Stability Period. In the event the order is received and not completed prior to Managed Disconnection, the service will be disconnected as per the disconnection requirements.</p>
<p><b>Order and service remediation, reversals, reconnections for error or credit management purposes</b></p> <p>Any remediation needed to provide service continuity during the SS Order Stability Period. For example, where it becomes evident an error was made in provisioning, where a service is incorrectly ported out causing a service disconnection which then needs to be restored, credit management issues arising from the need to restore services that have previously been barred or suspended due to credit purposes, fault rectification and / or service restoration.</p>	
<p><b>Orders that are received prior to the Order Stability Period Commencement Date</b></p> <p>For example, In-flight orders.</p>	
<p><b>Bulk churns or transfers of copper services arising from industry mergers and acquisitions</b></p>	
<p><b>Orders for configuration, software and record changes to services.</b></p> <p>Both Wholesale and Retail customers will be able to place orders for configuration, software and record changes during the SS Order Stability Period.</p>	