

Introduction

The Customer Service Guarantee ("CSG") is a legislated standard ("the CSG Standard") issued by the Australian Communications Authority under the *Telecommunications (Customer Service Guarantee) Standard 2000*, as amended. The CSG Standard specified certain requirements which Carriage Service Providers (including Spin Internet) must adhere to in relation to the provision and repair of Standard Telephone Services and appointments associated with these activities.

The following is a summary of key features of the CSG Standard, including – scope, the specified timeframes and CSG entitlements (extracted from Telstra: - <http://www.telstra.com.au/csg/teleserv.htm>).

Scope of CSG Standard

The CSG Standard applies to all fixed telephone companies and covers the **Standard Telephone Service (STS)** and **five specified Enhanced Call Handling Features or Value Add Services (VAS)**.

These features are:

Call Waiting -enabling a customer to receive a second call on a telephone service while engaged on a call;

Call Forwarding -causing a call directed to a number to be re-directed to a stored number;

Call Barring/Control -enabling a customer to control access to some, or all, network numbers before a call is established (this does not include network barring arrangements);

Calling Number Display -enabling a customer to identify the number of a calling party; and

Calling Number Display Blocking -enabling a customer to prevent the display of his or her number to a called party.

What is covered?

Consistent with the Federal Government's stated policy on CSG application to Residential and Small Business Customers, the CSG Standard applies only to customers with no greater than five Standard Telephone Services. A customer does not include a carrier or a carriage service provider.

The CSG Standard applies to:

connections and fault repairs of Standard Telephone Services and the five specified Enhanced Call Handling Features; and
appointments associated with these activities.

For connections, Standard Telephone Services are eligible regardless of what is connected at the end of the service (eg. Internet or fax). However, for repairs, only voice telephony faults are covered. This means that non-voice faults such as Internet access or fax faults are not covered by the CSG Standard.

What is not covered?

The CSG Standard does not apply to data products, including:

Customer premises equipment;

Customer cabling;

Payphones and sophisticated business-oriented services;

Corporate virtual private network and similar services.

It also does not apply to mobile or satellite services, unless these are used to deliver

Universal Service Obligation (USO) telephone services.

Importantly the CSG Standard does not apply to activities past the network boundary point (NBP), namely, the first telephone socket, the network termination device (NTD) or the main distribution frame (MDF) where applicable.

Customer service locations

The CSG Standard is also dependant upon the demographic categories as described below:

Service Location Category	Demographic Size
Urban	Township/community grouping of 10,000 people or more
Major Rural	Township/community grouping of more than 2,500 people but less than 10,000 people
Minor Rural	Township/community grouping of 201 people or more but not more than 2,500 people within a standard zone
Remote	Township/community grouping of less than 200 people or township/community grouping located outside a standard zone

Appointments

We aim to keep agreed appointments to meet you in relation to connection and repair of your Standard Telephone Service and specified Enhanced Call Handling Features.

If we fail to keep an agreed appointment, you may be entitled to receive a CSG payment for a missed appointment. A new appointment may have to be arranged.

If an appointment time or location is changed either by you or by Spin Internet with reasonable notice of at least 24 hours, or by agreement, you are not entitled to receive a CSG payment.

For appointments, the CSG Standard allows the following grace periods as shown below:

Service Location	Appointment Period	Grace period
All Locations	Less than or equal to 4 hours	15 minutes
Urban and Major Rural	Greater than 4 hours and less than or equal to 5 hours	None
Minor Rural and Remove	Greater than 4 hours and less than or equal to 5 hours ¹	45 minutes

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Where there is a need to travel a long distance

Notifying Spin

When requesting a connection or reporting a fault, customers are required to contact Spin by 5 pm on a business day for the specified connection or fault. Timeframes apply from the time of reporting on that day.

Customer requests received after this time will be taken to have been received the

following business day.

A business day is a day that is not a Saturday, a Sunday or a public holiday in the customer service area.

Connections

We aim to promptly connect your Standard Telephone Service and specified VAS within timeframes consistent with the CSG Standard. These timeframes are based on the service location, the availability of telecommunications infrastructure and the spare capacity we can use to connect your service (see table below). Infrastructure refers to systems and facilities used in the provision of telecommunications services. It includes: radio distribution systems, network cables and lead-in cables to the customer premises.

You may be entitled to a CSG payment for every working day of delay beyond an agreed connection date.

Spin will apply the "guaranteed maximum connection periods" set out below. The time frames are consistent with the CSG Standard.

Service Location	In-place connection	New connection with infrastructure and spare capacity	New connection without infrastructure or spare capacity
Urban	Within 2 working days after request	Within 5 working days after request	Within 20 working days (equivalent to 1 month) after request
Major Rural	Within 2 working days after request	Within 10 working days after request	Within 20 working days (equivalent to 1

			month) after request
Minor Rural	Within 2 working days after request	Within 10 working days after request ²	Within 20 working days (equivalent to 1 month) after request
Remote	Within 2 working days after request	Within 15 working days after request	Within 20 working days (equivalent to 1 month) after request

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An in-place connection is a connection of a Standard Telephone Service at a site where a previous working service has been cancelled by the previous account holder and is available for automatic reconnection or reactivation without the need for Concept to do any other connection work at the customer premises, the local telephone exchange, or any places in between.

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The legislated connection timeframe for a New connection with infrastructure and spare capacity in a Minor Rural location is 15 working days.

Repairs

We aim to promptly repair faults or service difficulties on your Standard Telephone Service and specified VAS Features. Note that the CSG Standard does not cover non-voice faults or service difficulties such as modem and fax dropouts.

We will repair faults and service difficulties within specified time periods based on the

service location (see table below).

Where delay is envisaged in repairing your Standard Telephone Service, we may offer you an interim telephone service, or in some circumstances, a choice between an interim telephone service and an alternative service, while waiting for your permanent telephone service to be repaired.

You may be entitled to a CSG payment for every working day of delay beyond an agreed repair date.

The guaranteed maximum repair periods specified by the CSG Standard are:

Service Location	Time for Repair¹
Urban	End of one full working day after report ¹
Major Rural	End of two full working days after report
Minor Rural	End of two full working days after report
Remote	End of three full working days after report

¹ The time for repair relating to 'end of one full working day after report' applies to all service locations where the fault occurs due to an administrative error by the telephone company, or if the fault can be rectified without the telephone company attending customer premises or undertaking internal or external plant work.

How much do we pay?

We are liable to make a CSG payment to you in accordance with the CSG Standard in the following circumstances:

If we fail to connect or repair your service within the specified time period or on an agreed date, you may be entitled to receive a CSG payment of \$12 (for residential/charity customers) or \$20 (for business customers), for each working day that we miss, for the first five working days of delay. After the initial five working days of delay, you may be entitled to receive a CSG payment of \$40 per additional working day of delay.

If only one VAS is not connected or repaired within the specified time period or on an agreed date, you may be entitled to receive a CSG payment of \$6 (for residential/charity customers) or \$10 (for business customers) for each working day of delay. After the initial five working days of delay, you may be entitled to receive a CSG payment of \$20 (for all customer types) for each additional working day of delay.

If two or more VAS are not connected or repaired within the specified time period or on an agreed date, you may receive a CSG payment of \$12 (for residential/charity customers) or \$20 (for business customers), for each working day of delay. After the initial five working days of delay, you may be entitled to receive a CSG payment of \$40 (for all customer types) for each additional working day of delay.

Eligible CSG entitlements are automatically notified and credited to your account.

The maximum CSG amount payable under the CSG Standard is \$25,000.

The Goods and Services Tax (GST) introduced on 1 July 2000 does not apply to CSG payments.

When the CSG Standard does not apply

The CSG Standard does not apply in certain circumstances, including the following:

When you accept a reasonable offer and supply of an interim telephone service or, where you have been offered a choice between an interim telephone service or an alternative service and you have accepted an alternative service, while waiting for your permanent telephone service to be connected or repaired.

When you do not accept the reasonable offer of an interim telephone service only, or do

not accept the offer of an alternative service where it is offered in combination with an interim telephone service, while waiting for your permanent telephone service to be connected or repaired.

Where delays are due to circumstances outside Spin control such as: damages to Telstra facilities by a third party; natural disasters or extreme weather conditions (eg bushfire, flood, cyclones etc) or where delays are caused by Telstra needing to move staff or equipment to an area affected by circumstances beyond the control of Telstra; compliance with any law of the Commonwealth, State, Territory or Local Government. For more details refer to Telstra's Internet website on CSG Exemptions www.telstra.com.au/msd/.

Where a missed appointment occurs over a period of connection or repair delay for which a CSG liability already applies.

Where you are connected by another carriage service provider to a Standard Telephone Service and request Spin to supply that service, the CSG Standard does not apply in respect of the connection timeframe.

Where you have agreed to waive your right to CSG eligibility under the CSG Standard.

Where VAS are not available due to existing network limitations.

Where you are able to activate the VAS from your telephone handset or customer equipment.

Where you request connection of your telephone service and we have reasonable grounds for believing that you would be unable or unwilling to pay the charges for connection or use of the service, or if you were disconnected for non-payment of a charge and we have not reached agreement for the payment of that charge.

Where it is necessary to withdraw the service(s) in order to maintain or upgrade a facility and we have given reasonable notice.

If you unreasonably withhold agreement to an appointment offered by us.

If you fail to keep an appointment with us without giving at least 24 hours notice.

If you unreasonably refuse us access to your premises.

- Please call the following number for all CSG enquiries: 1300 303 375