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## Required Measure 5(B) – Disconnection Process for Special Services and Special Service Inputs for the Access Service Families CustomNet Spectrum

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### 1 Background

This Required Measure 5(B) sets out the disconnection process which applies to the Wholesale Access Service Family CustomNet Spectrum and Retail Access Service Family CustomNet Spectrum and all SS Classes in those Access Service Families and Special Service Inputs that are Service Equivalent to those SS Classes (**Covered Access Service Families**).

In this Required Measure 5(B), Direct Special Services for the Wholesale and Retail CustomNet Spectrum (P), (N) and (B) SS Classes in a Covered Access Service Family and Special Service Inputs that are Service Equivalent to those SS Classes (which do not fall within an exception set out below) are referred to as “**Covered SS Classes**”.

In accordance with clause 22.1 of the Plan, the Disconnection Date for the Covered Special Services in the Covered SS Classes is 29 April 2019, the Disconnection Date for remaining services in the Covered SS Classes will be the subsequent Disconnection Dates for the respective Rollout Regions, and the Disconnection Date for all remaining Special Services and Special Services Inputs in the Covered Access Service Families is 31 January 2020 (**Final Sunset Exit Date**). The Final Sunset Exit Date for the Covered Access Service Families has been triggered by Telstra announcing a product exit. Telstra intends that the product exit will occur in line with the NBN fixed network rollout until the Final Sunset Exit Date occurs. The key phases of the product exit in the lead up to the Final Sunset Exit Date are:

- (a) there has been a cease sale in place on and from 25 January 2008 for Wholesale Customers who are new customers (who did not acquire any CustomNet services from Telstra as at 25 January 2008);
- (b) there has been a cease sale in place since 14 July 2016 for Retail Customers who are new customers (who did not acquire any CustomNet services from Telstra as at 14 July 2016);
- (c) there has been a cease sale in place on and from 15 October 2018 for both existing Wholesale Customers and Retail Customers (who already acquired CustomNet Services from Telstra);
- (d) existing Wholesale Customers and Retail Customers have not been able to make any moves, adds or changes to Services in a Covered Access Service Family on and from 15 October 2018;
- (e) Covered SS Classes supplied to Premises in Rollout Regions that have reached their Disconnection Date on or before 29 April 2019 will be disconnected from 29 April 2019 (**Special Services Disconnection Date**). Direct Special Services and Special Service Inputs that are Service Equivalent in Covered SS Classes supplied to Premises within a Rollout Region with a Disconnection Date on or before the Special Services Disconnection Date (which do not fall within one of the exceptions set out below) are referred to as “**Covered Special Services**”;
- (f) Covered SS Classes supplied to Premises in Rollout Regions with a Disconnection Date for the Rollout Region which falls on a date after the Special Services

Disconnection Date and prior to the Final Sunset Exit Date will be disconnected from the Disconnection Date for the relevant Rollout Region; and

- (g) all remaining Services in the Covered Access Service Families that remain active at the Final Sunset Exit Date will be disconnected from the Final Sunset Exit Date.

Except where remaining services are subject to service disconnection as part of a Final Sunset Exit, the disconnection processes set out in this Required Measure 5(B) apply to Services in the Covered SS Classes only.

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## 2 Application

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

- (a) For clarity, this Required Measure 5(B) only applies to the Telstra Retail CustomNet Spectrum and Telstra Wholesale CustomNet Spectrum Access Service Families.
- (b) The Services are sometimes also known as 'CustomNet' and Special Service Inputs certified by Wholesale Customers using the code NC and HC (CustomNet).

### 2.2 Phasing of the product exit

#### Initial exit from the Special Services Disconnection Date

- (a) The disconnection arrangements set out in clauses 3.1(a), 3.1(c)-(d), 6.3-6.6, 7.1-7.3, 7A, 9 and 10.2-10.6 of this Required Measure 5(B) apply to the Covered Special Services.

#### Exit after the Special Services Disconnection Date and before the Final Sunset Exit Date

- (b) The disconnection arrangements set out in clauses 3.1(b)-(d), 6.7, 6.8 and 10.1 and 10.3-10.6 of this Required Measure 5(B) apply to the disconnection of Services in a Covered SS Class after the Special Services Disconnection Date.

#### Final Sunset Exit

- (c) Telstra has announced a national exit of the CustomNet Spectrum product, across both Telstra Wholesale and Telstra's Retail Business Units. This means that, following the Final Sunset Exit Date, Direct Special Services and Special Service Inputs in a Covered Access Service Family will be disconnected irrespective of:
  - (i) whether the Direct Special Service is supplied to a Premises within or outside of the Fixed Line Footprint for a Rollout Region and regardless of the Rollout Region within which a particular Premises is located;
  - (ii) the Access Technology that NBN Co has notified Telstra it has used or proposes to use to make a Premises within the Fixed Line Footprint in a Rollout Region NBN Serviceable; and
  - (iii) whether NBN Co introduces a new type of Access Technology to make Premises NBN Serviceable. For example, because this exit applies to the entire Wholesale CustomNet Spectrum and Retail CustomNet Spectrum Access Service Families, it applies regardless of whether NBN Co has

introduced a new Access Technology which is yet to be added to the Plan in accordance with clause 22.16 of the Plan.

The disconnection arrangements set out in clause 11 of this Required Measure 5(B) apply to any Services within the Covered Access Service Families which remain active on the Final Sunset Exit Date.

### **2.3 Application of this Required Measure 5(B) to MDU Common Areas**

- (a) Notwithstanding clause 1.4 of the Plan, Direct Special Services and Special Service Inputs of a Covered SS Class that terminate at an MDU Common Area, will be disconnected in accordance with the disconnection arrangements in clause 11 of this Required Measure.

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

- (a) Subject to clause 3.2 and the Final Sunset Exit Date, the application of the Disconnection Processes in this Required Measure 5(B) to a particular Premises within a Rollout Region is based on the most current information Telstra has received from NBN Co about the underlying Access Technology NBN Co has used or proposes to use to make an individual Premises NBN Serviceable at the time a relevant assessment under this Required Measure is made. The application of this Required Measure 5(B) to a particular Premises may subsequently 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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## **3 Disconnection arrangements**

### **3.1 Disconnection Date for each Covered SS Class**

- (a) The Disconnection Date for each Covered Special Service is the Special Services Disconnection Date set out in clause 1(e) of this Required Measure 5(B).
- (b) Subject to clauses 3.1(c) and (d) of this Required Measure 5(B), as part of this product exit, in accordance with clauses 22.8 and 22.9 of the Plan if a Direct Special Service or Special Service Input in a Covered SS Class is supplied in a Rollout Region with a Disconnection Date that is after the Special Services Disconnection Date for a Covered SS Class, the standard rules for disconnecting the 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.
- (c) Subject to clause 3.2, 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 used or proposed to be used to make a Premises within the Fixed Line Footprint in that Rollout Region NBN Serviceable (**Access Technology Change Notification**) and, as a result, 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 10.3 of this Required Measure 5(B).

- (d) Subject to clause 3.2, where after the date that 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 10.3A of this Required Measure 5(B).

### **3.2 Final Sunset Exit (applies to all Services in a Covered Access Service Family)**

- (a) The date for the Final Sunset Exit is 31 January 2020 (**Final Sunset Exit Date**).
- (b) As required by the Plan, the Final Sunset Exit Date is the same in respect of both Retail Customers and Wholesale Customers.

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## **4 Commencement of cease sale**

### **4.1 Cease sale for Wholesale Customers**

- (a) Telstra notified Wholesale Customers of a 'stop sell' that meant it would not supply any new Direct Special Services in a Covered Access Service Family on and from 25 January 2008 to new customers (being Wholesale Customers that did not acquire Direct Special Services in a Covered Access Service Family as at 25 January 2008).
- (b) Telstra will not supply Wholesale Customers with any new services in a Covered Access Service Family on and from 15 October 2018, regardless of whether they acquired services in a Covered Access Service Family as at 25 January 2008. Telstra notified Wholesale Customers of this cease sale for existing customers in accordance with its standard 'business as usual' processes for managing product exits.

### **4.2 Cease sale for Retail Customers**

- (a) Telstra notified Retail Customers of a 'stop sell' which had the effect that Telstra Retail would not supply any new Direct Special Services in a Covered Access Service Family on and from 14 July 2016 to new Retail Customers (that did not acquire Direct Special Services in a Covered Access Service Family as at 14 July 2016).
- (b) Telstra will not supply Retail Customers with any new services in a Covered Access Service Family on and from 15 October 2018, regardless of whether they acquired services in a Covered Access Service Family as at 14 July 2016.

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## **5 Period after which no moves, adds or changes can be made**

### **5.1 No adds, moves or changes for the Covered SS Classes**

- (a) Telstra will apply a period during which no moves, adds or changes can be made to Covered Access Service Families on and from 15 October 2018 until the relevant service is disconnected in accordance with this Required Measure 5(B) (**No MACs Period**).

## 5.2 Exceptions to the no moves, adds or changes for services in a Covered SS Class

During the No MACs Period, Telstra will not process any order types in respect of the supply of Copper Services to Premises used as a Direct Special Service or Special Service Input in a Covered Access Service Family, except:

- (a) orders for disconnection of Services in a Covered Access Service Family, (including orders for number portability or other service requests which result in or are associated with disconnection);
- (b) order types listed in Attachment A; and
- (c) order types for services in a Covered Access Service Family that are subject to an Order Stability Proposal which has been implemented under the Plan.

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# 6 Communication with Wholesale Customers prior to the Final Sunset Exit Date

## 6.1 CustomNet Services List notified to Wholesale Customers

**Explanatory Note:** Wholesale Customers will need to read the CustomNet Services Lists in combination with the 6 Month SS Disconnection List, Further SS Disconnection Lists, SS In-Train Order Lists, SS Final Disconnection List and SS Updated Final Disconnection List provided by Telstra under this Required Measure 5(B) and the disconnection notifications provided in accordance with Required Measure 2.

- (a) Telstra will, once every month up until 1 month prior to the Final Sunset Exit Date, provide each Wholesale Customer who continues to acquire a Special Service or Special Service Input in a Covered Access Service Family with an updated list which includes any active Special Services and Special Service Inputs in a Covered Access Service Family Telstra continues to supply to that Wholesale Customer and which Telstra expects to be subject to disconnection from or before the Final Sunset Exit Date (**CustomNet Services Lists**). For the avoidance of doubt, the CustomNet Services Lists will include any active Special Service and Special Service Inputs in a Covered Access Service Family which Telstra expects to be subject to disconnection:
  - (i) during the SS Principal Disconnection Window;
  - (ii) following a subsequent Disconnection Date for a Rollout Region in which the Premises is located;
  - (iii) in accordance with the processes described in this RM5(B) for disconnecting SS In-Train Order Premises or Premises notified to Telstra as a Changed Technology SS Premises or Delayed Notification SS Premises; or
  - (iv) as part of the Final Sunset Exit.
- (b) The CustomNet Services Lists will not include Copper Services supplied to Premises that on the date the list is created are Affected Premises, but only where Telstra is prevented by law from ceasing the provision of those Copper Services to that Affected Premises and disconnecting the Premises.

- (c) Telstra will provide the CustomNet Services Lists irrespective of whether or not Telstra has already provided any earlier notification of disconnection to that Wholesale Customer.
- (d) The CustomNet Services List updated 1 month prior to the Final Sunset Exit Date is also known as the "Final CustomNet Services List".

## **6.2 Dispute process - CustomNet Services Lists**

- (a) A Wholesale Customer may notify Telstra of any Service on a CustomNet Services List which the Wholesale Customer considers should not be subject to disconnection in accordance with the processes for raising complaints and disputes outlined in its supply agreement with Telstra.
- (a) The Wholesale Customer may not raise a dispute in respect of Services on a CustomNet Services List on the basis of any concern as to whether or not a relevant Premises is passed or NBN Serviceable.
- (b) Telstra will respond to any dispute notified to it by a Wholesale Customer under clause 6.1(a) in accordance with the processes outlined in the relevant supply agreement.
- (c) If the parties have failed to resolve a dispute as to whether a Service is in a Covered Access Service Family by the date which is 15 Business Days before the Final Sunset Exit Date, then Telstra is permitted to treat the Service in a Covered Access Service Family and disconnect that Service.

## **Communication with Wholesale Customers prior to the Special Services Disconnection Date**

### **6.3 6 Month SS Disconnection List notified to Wholesale Customers**

- (a) Where Telstra continues to supply a Covered Special Service to a Wholesale Customer 6 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 (**6 Month SS Disconnection List**), whether or not Telstra had already provided earlier notification of disconnection to that Wholesale Customer.
- (b) Notification of the 6 Month SS Disconnection List to Wholesale Customers will occur no later than when the equivalent information is made available to Retail Business Units and Telstra will notify Wholesale Customers via the Wholesale Customer Portal.

### **6.4 Further SS Disconnection Lists notified to Wholesale Customers ahead of the Special Services Disconnection Date**

- (a) 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 List**).
- (b) 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.

- (c) 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.
- (d) Notification to Wholesale Customers will be provided via the Wholesale Customer Portal.
- (e) 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.

## **6.5 Dispute process – SS Disconnection Lists**

- (a) Within 20 Business Days of Telstra providing a Wholesale Customer a 3 Month SS Disconnection List, the Wholesale Customer may notify Telstra of any Premises or Services on the 3 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 3 Month SS Disconnection List;
  - (ii) the Service acquired by the Wholesale Customer is a Direct Special Service or Special Service Input that is not in a Covered SS Class;
  - (iii) 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;
  - (iv) At any time prior to Managed Disconnection, a Wholesale Customer may notify Telstra of any Premises or Services on the 3 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.
- (b) The Wholesale Customer may not raise a dispute in respect of Service or Premises on the 3 Month SS Disconnection List on any basis other than as set out in subparagraph (a) 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.
- (c) Telstra will respond to any dispute notified to it by a Wholesale Customer under this clause 6.5 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 next Further SS Disconnection List (referred to in clause 6.5(d)).
- (d) If Telstra does not agree to reflect the change in the next Further SS Disconnection List, as requested by a Wholesale Customer, the parties will use reasonable endeavours to resolve the issue.
- (e) If the parties have failed to resolve a dispute as to whether a Service is to be included in the next Further SS Disconnection List by the date which is 5 Business

Days before that list is due to be notified to Wholesale Customers under clause 6.4(c), then Telstra is permitted to include the disputed Service in the Further SS Disconnection List.

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

- (a) 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.

- (b) 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 of disconnection to Wholesale Customers where the Disconnection Date for the Rollout Region is after the Special Services Disconnection Date and before the Final Sunset Exit Date**

#### **6.7 Notifications in respect of Rollout Region Disconnection Dates**

- (a) Subject to clauses 10.3 and 10.3A of this Required Measure 5(B), where the Disconnection Date for a Rollout Region is after the relevant Special Services Disconnection Date for a Covered SS Class but before the Final Sunset Exit Date, 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 6.8.

#### **6.8 Dispute process – Rollout Region Disconnection Lists**

- (a) 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 Special Services Disconnection Date, 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.
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## 7 Commencement of Disconnection from the Special Services Disconnection Date

### 7.1 SS Final Disconnection List

- (a) As soon as Telstra is notified by NBN Co of Premises:
  - (i) that do not form part of the final Fixed Footprint List; or
  - (ii) that are SS In-Train Order Premises for a Covered SS Class,Telstra will update its database accordingly.
- (b) 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**).
- (c) 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 Disconnection Date will not occur on or before the Special Services Disconnection Date;
  - (ii) 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;
  - (iii) 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).
- (d) For clarity, MDU Common Areas will not be included in that SS Final Disconnection List provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area.
- (e) 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 Special Services Disconnection Date

- (a) 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.

- (b) Telstra will use reasonable efforts to notify Wholesale Customers of the SS Final Disconnection List as soon as reasonably practicable after 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.

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

- (a) 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.

- (b) 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 SS 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; and
  - (iv) any Direct Special Services or Special Service Inputs in a Covered SS Class that terminate at an MDU Common Area provided that Telstra has been notified by NBN Co that a relevant Premises is an MDU Common Area,  
  
(the **SS Updated Final Disconnection List**).
- (c) 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 ITOP 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 this Clause 7A

This clause 7A only applies to a Premises in respect of Covered Special Services (i.e. Special Services and Special Service Inputs in a Covered SS Class where the Disconnection Date of the Rollout Region in which the Premises is located is on or before the Special Services Disconnection Date).

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

For the purposes of clauses 6.6, 7 and 7A of this Required Measure 5(B), 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:

- (a) 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; 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
- (b) 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
- (c) 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

- (d) 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
- (e) 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
- (f) 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**

Subject to clause 3.2 of this Required Measure 5(B), 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:

- (a) 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;
- (b) 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 up until the date by which Telstra must disconnect that Covered Special Service under sub-clause (c); and
- (c) Telstra must complete permanent disconnection for each Covered Special Service which is the subject of sub-clause (b) by the date which is the earlier of 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 and the Final Sunset Exit Date.

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## **8 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family**

### **8.1 Disconnection arrangements**

- (a) Telstra will:
  - (i) subject to clause 9.1(d), disconnect 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;

- (ii) disconnect all other Direct Special Services and Special Service Inputs in a Covered SS Class in accordance with the specific disconnection arrangements set out in clauses 3.2, 6, 7A and 10 of this Required Measure 5(B); and
- (iii) apply service disconnection to all remaining Direct Special Services and Special Services Inputs that are Service Equivalent in a Covered Access Service Family in accordance with the Final Sunset Exit arrangements set out in clauses 3.2, 6.1-6.2 and 11 of this Required Measure 5(B).

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## 9 Managed Disconnection of Covered Special Services

### 9.1 Managed Disconnection from the Special Services Disconnection Date

- (a) For the purposes of this Required Measure 5(B), the SS Principal Disconnection Window refers to the period on and from 15 Business Day after the Special Services Disconnection Date up to and including the date that is 55 Business Days after the relevant Special Services Disconnection Date.
- (b) Telstra will disconnect:
  - (i) subject to clause 9.1(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 SS Class in accordance with the specific disconnection arrangements set out in clause 10 of this Required Measure 5(B).
- (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 9.2 and 9.4.

- (d) Any Covered Special Service supplied to a Deemed SS ITOP as at the Special Services Disconnection Date for that 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 9.2 and 9.4 of this Required Measure 5(B) do not apply to these Covered Special Services.

### 9.2 Service Disconnection from the Special Services Disconnection Date

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

### **9.3 Reconnection where disconnection not required**

- (a) For clarity, nothing in this Required Measure 5(B) 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.

### **9.4 Permanent disconnection from the Special Services Disconnection Date**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 relevant SS Principal Disconnection Window.
- (f) 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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## 10 Disconnection of Covered Special Services and Covered SS Classes

### 10.1 Disconnection of Direct Special Services and Special Service Inputs in a Covered SS Class after the relevant Special Services Disconnection Date and before a Final Sunset Exit

- (a) Subject to clauses 3.2, 6.7 and 6.8 of this Required Measure 5(B), in accordance with clauses 22.8 and 22.9 of the Plan, if the Disconnection Date for a Rollout Region in which a service in a Covered SS Class is being supplied is after the Special Services Disconnection Date, then Telstra will disconnect any existing Copper Services in a Covered SS Class following the Rollout Region Disconnection Date using the same disconnection processes that apply to standard services in Required Measure 2 (and if applicable, clause 10.1(b) of this RM5(B)).
- (b) Subject to clause 3.2, 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).

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

- (a) Subject to clauses 3.2, 11 and this clause 10, 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; and
- (iv) MDU Common Areas,

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

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

- (a) 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) subject to clauses 3.2 and 11, 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 and 10 of this Required Measure 5(B) and, where clauses 22.13(a)(i), 22.13(a)(ii)(B) or clause 22.13(b) apply, the processes and communications regarding disconnection in clauses 6 to 10 of this Required Measure 5(B) will be applied as modified by clause 10.3(b) of this Required Measure 5(B).
- (b) 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 10.3(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 6 Month SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection in a Further SS Disconnection List or CustomNet Services Lists 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 in a Further SS Disconnection List in accordance with clause 6.5(a), except that a Wholesale Customer may not dispute the inclusion of a Direct Special Service or Special Service Input under clause 6.5(a) 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 at the earlier of the Final Sunset Exit Date and the Technology Extension Disconnection Window; and
- (v) for the purposes of this clause 10.3(b):
  - (A) references in clauses 6, 7, 8 and 9 (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;
  - (B) references in clause 9 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;
  - (C) clauses 7.1(c)(ii) and 7.3(b) of this Required Measure 5(B) 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 List; and
  - (D) 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.
- (c) 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) subject to clauses 3.2 and 11, 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.

### **10.3A Disconnection of Delayed Notification SS Premises**

- (a) 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) subject to clauses 3.2 and 11, 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 and 10 of this Required Measure 5(B) and, where clauses 22.13A(a)(i), 22.13A(a)(ii)(B) or 22.13A(b) of the Plan apply, the processes and communications regarding disconnection in clauses 6 to 9 of this Required Measure 5(B) will be applied as modified by clause 10.3A(b) of this Required Measure 5(B).
- (b) In disconnecting Direct Special Services or Special Service Inputs in a Covered Class supplied to the Delayed Notification SS Premises in accordance with clause 10.3A(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 6 Month SS Disconnection List;
  - (ii) continue to notify Wholesale Customers of disconnection on each Further SS Disconnection List and CustomNet Services 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 in a Further SS Disconnection List in accordance with clause 6.5(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 earlier of the Technology Extension Disconnection Window and as part of a Final Sunset Exit; and
  - (v) for the purposes of this clause 10.3A(b):
    - (A) references in clauses 6, 7, 8 and 9 (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;
    - (B) references in clause 9 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;
    - (C) clauses 7.1(c)(ii) and 7.3(b) of this Required Measure 5(B) 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
    - (D) 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.

#### **10.4 Disconnection of Added Premises**

- (a) Subject to clauses 3.2 and 11, Added Premises to which a Service in a Covered SS Class is supplied will be disconnected in accordance with clause 7.2 of Required Measure 2.

#### **10.5 Disconnection of Affected Premises**

- (a) Subject to clauses 3.2 and 11, Telstra will disconnect Affected Premises to which a Service in a Covered SS Class is supplied in accordance with clause 7.3 of Required Measure 2.

#### **10.6 Disconnection of MDU Common Areas**

- (a) Telstra will not disconnect Covered Special Services supplied to an MDU Common Area under clause 22 of the Plan but will disconnect such Services as part of a Final Sunset Exit in accordance with clause 11 of this Required Measure 5(B).

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## **11 Disconnection from the Final Sunset Exit Date**

### **11.1 Disconnection of Special Services and Special Service Inputs in a Covered Access Service Family as part of a Final Sunset Exit**

- (a) Subject to clause 11.1(c), Telstra will disconnect all remaining active Special Services and Special Service Inputs in a Covered Access Service Family that are set out on the Final CustomNet Services List provided to Wholesale Customers.
- (b) Subject to clause 11.1(c), Telstra will commence the disconnection of all Services set out on the Final CustomNet Services List provided to Wholesale Customers on the date that is 1 Business Day after the Final Sunset Exit Date and complete disconnection of these services as soon as reasonably practicable after the Final Sunset Exit Date.
- (c) Notwithstanding clauses 11.1(a)-(b) of this RM5(B) but without limiting or restricting any obligation owed by Telstra to NBN Co under a Definitive Agreement, Telstra may defer commencement of disconnection of a Special Service or Special Service Input in a Covered Access Service Family beyond the Final Sunset Exit Date if Telstra, acting reasonably and in accordance with the objectives in clause 2.1(d) and (e) of the Plan, considers this is required to minimise disruption to the supply of fixed-line carriage services in accordance with the objective in clause 2.1(b) of the Plan.

## Attachment A Excluded Order Types

Order Description	Service Restriction application during the No MACs Period
<p><b>Apply exchange based barring and suspension</b></p>	<p>These order types will not be blocked during the No MACs Period for both Wholesale and Retail customers. Note that our business-as-usual timeframes will apply to the processing of any orders received during the No MACs Period. In the event the order is received and not completed prior to the Special Services Disconnection Date, 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 No MACs 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>Local Number Portability</b></p> <p>Local Number Port Out requests will be allowed at any time. Local Number Port In requests to a CustomNet Spectrum service will not be allowed.</p>	
<p><b>Change to Service Details for nuisance calls and silent line requests</b></p> <p>Telstra is permitted to process requests to change a telephone listing so that it will not be published in Telstra's directories, or to allow a change of telephone number in the event of nuisance calls, as per Telstra's standard process.</p>	
<p><b>Orders that are received prior to the commencement of the No MACs Period</b></p> <p>For example, In-flight orders.</p>	

Order Description	Service Restriction application during the No MACs Period
<p><b>Further changes to service details relating to Name or Directory Listing relating to specific personal circumstances</b></p> <p>Telstra is permitted to process changes to service details relating to Name or Directory Listing to reflect a change in personal circumstances, arising from:</p> <ul style="list-style-type: none"> <li>• changes in account holder name e.g., maiden to married name; or</li> <li>• changes in account ownership to a related party such as a spouse / partner as a result of death / relationship break-down.</li> </ul>	
<p><b>Exchange Based Virtual Services</b></p> <p>Telstra is permitted to process requests for Exchange Based Virtual Services including:</p> <ul style="list-style-type: none"> <li>• Number Redirection and Messagebank; Reservation;</li> <li>• Messagebank Away and Messagebank Virtual;</li> <li>• Inbound products (13xx, 18xx, 19xx); and</li> <li>• Utilised by Law Enforcement Agencies.</li> </ul>	
<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 No MAC Period.</p>	