

Customer Service Guarantee – What you need to know.

1. What is the Customer Service Guarantee?

The Customer Service Guarantee or CSG as it is known, is contained in the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2) (as amended) and is made under the Telecommunications (Consumer Protection and Service Standards) Act 1999.

The object of the CSG Standard is to encourage improvements in service and protect consumers against poor service. It sets out minimum performance requirements and financial compensation for customers when those requirements are not met.

This information sheet will provide you with information which includes:

1. The performance standards that apply to supply of specified services; and
2. The obligations of the provider under those standards; and
3. A customer's entitlement to damages under section 116 of the Act for contravention of a performance standard.

For the purposes of this brochure a reference to:

provider means a carrier, and a carriage service provider (such as an ISP or Telephone Company) who the CSG applies to; and

customer means a customer of a carriage service provider (such as Brennan Voice & Data), or a person who requests, or has requested, the connection of a specified service.

2. What are the services covered by the CSG?

2.1. The CSG applies to 'specified services' which include a standard telephone service and enhanced call handling features which include:

- 2.1.1. call waiting;
- 2.1.2. call forwarding;
- 2.1.3. call barring;
- 2.1.4. calling number display;
- 2.1.5. calling number display blocking.

2.2. The CSG does not apply in a number of cases, see clause 6 for a more detailed description.

3. What the maximum connection times?

Type of Connection	Location of Community	Size of Community	Connection Time*
Connection in place	All	All	Within 2 working days
Connection not in place (but close to available infrastructure)	Urban	Equal to or more than 10,000 people	Within 5 working days
	Major rural	Between 2,500 and 10,000 people	Within 15 working days
	Minor rural and remote	Up to 2,500 people	Within 15 working days
New service where the premises are not readily accessible to cabling infrastructure	All	All	Within 20 working days

*or such lesser time that the provider agrees to in writing.

4. What are the maximum time frames for fault and service difficulty repairs?

Location of Community	Size of Community	Repair Time*
Urban	Equal to or more than 10,000 people	End of next working day after customer report
Rural	Between 200 and 10,000 people	End of the second day after customer report
Remote	Major rural	Between 2,500 and 10,000 people

These repair times do not apply to a fault or service difficulty in relation to a CSG service in respect of call barring and a limitation on the making of external calls, if the service was supplied to a customer with this feature because of the credit standing of the customer. In the case of a Rural or Remote area, where the fault or service difficulty can be rectified without the attendance of the provider, then the Repair Time is at the end of 1 working day after the provider receives a report.

A fault or service difficulty, in relation to a specified service, means:

- a. Absence of a dial or ring tone; or
- b. Inability to make or receive calls; or
- c. Disruption to communications because of excessive noise levels; or
- d. Repetition of service cut offs; or
- e. Another condition that makes the service wholly or partly unusable; or
- f. If the service includes enhanced call handling feature – the feature is not operative.

5. What are the maximum time frames for appointments?

- 5.1 If a provider makes an appointment with the customer to rectify a fault or service difficulty either of the customer or provider may change the appointment by agreement, or alternatively on 24 hours notice prior to the appointment.
- 5.2 If the provider makes an appointment with the customer and the provider doesn't respond in accordance with the table below, the provider is deemed to have missed the appointment.

Appointment period	Definition of missed appointment
Four hours or less	Non attendance within 15 minutes of the appointment period*
Between four and five hours	Non attendance within the appointment period*

*But where the provider must travel a long distance to keep an appointment, and the provider attends no later than 45 minutes after the end of the period, the provider is not deemed to have missed the appointment.

6. When don't the performance standards in the CSG apply?

There are some circumstances in which the CSG performance standards don't apply, these include:

- 6.1. where a customer has 5 eligible telephone services;
- 6.2. maintenance or upgrading of facilities;
- 6.3. a customer's credit standing;
- 6.4. circumstances beyond the control of a provider such as natural disasters which cause mass disruptions.

7. What compensation is available for failure to meet performance standards under the CSG?

7.1. A provider must pay the compensation in the table below where its fails to meet performance standards under the CSG.

Customer	Serviced Delayed	Compensation for the first 5 working days (per working day)	Compensation after the first 5 working days (per working day)
A residential or charity customer	Connection of service	\$14.52	\$48.40
	Connection of an enhanced call handling feature to an existing service	\$7.26	\$24.20
	Connection of (2 or more) an enhanced call handling feature to an existing service	\$14.52	\$48.40
	Rectifying fault or service difficulty of a CSG service, whether or not the service includes an enhanced call handling feature	\$14.52	\$48.40
	Rectifying fault or service difficulty of an enhanced call handling feature of a CSG service that does not prevent operation of the service	\$7.26	\$24.20
	Rectifying fault or service difficulty of (2 or more) an enhanced call handling feature of a CSG service that does not prevent operation	\$14.52	\$48.40

	Missing an appointment on a day that is not a day in relation to which damages are calculated in accordance with item 201, 202, 203 or 204	\$14.52 for each missed appointment	
Business Customer	Connection of a service	\$24.20	\$48.40
	Connection of an enhanced call handling feature to an existing service	\$12.10	\$24.20
	Connection of (2 or more) an enhanced call handling feature to an existing service	\$24.20	\$48.40
	Rectifying fault or service difficulty of an enhanced call handling feature of a CSG service that does not prevent operation of the service	\$24.20	\$48.40
	Rectifying fault or service difficulty of an enhanced call handling feature of a CSG service that does not prevent operation of the service	\$12.10	\$24.20
	Rectifying fault or service difficulty of (2 or more) an enhanced call handling feature of a CSG service that does not prevent operation of the service	\$24.20	\$48.40
	Missing an appointment on a day that is not a day in relation to which damages are calculated in accordance with item 201, 202, 203 04 204	\$24.20 for each missed appointment	

8. How can a customer claim compensation for a breach of a performance standard?

- 8.1. Brennan Voice & Data Pty Ltd ('Brennan') will automatically pay a customer compensation for failing to achieve CSG performance standards.
- 8.2. If Brennan has not credited an amount to a customer in compensation, and that customer believes that it is entitled to make a claim, the customer will need to contact the customer support team on:
 - 8.2.1. Telephone: 1300 797 719
 - 8.2.2. Facsimile: 1300 887 047
 - 8.2.3. Post: Level 14, 45 Clarence Street, Sydney, NSW, 2000
 - 8.2.4. Email: info@brennanit.com.au
- 8.3. If a customer can't agree on the level of compensation, then the customer can ask for its matter to be reviewed by a team leader.
- 8.4. If the customer has contacted the customer service team and has been unable to agree on compensation or there is a dispute which cannot be resolved with the provider, then the customer may refer the matter to the Telecommunications Industry Ombudsman on 1800 062 058.