

# Module C

## Payphones USO

---

## 28 Scope of service

### 28.1 Services to be performed

- (a) During the term of this Module, Telstra will, in accordance with the requirements and instruments identified in **clause 28.1(b)** (where as relevant, amended or enacted from time to time) and as set out in **clause 28.2**:
  - (i) supply, install and maintain the USO Payphones; and
  - (ii) supply Payphone Carriage Services to each USO Payphone, as required to fulfil the Payphones USO and as otherwise set out in this Module.
- (b) The requirements and instruments referred to in **clause 28.1(a)** are:
  - (i) the requirements of the Payphones USO as set out in the TCPSS Act;
  - (ii) any determination made under section 12EF, section 12EG or section 12EH of the TCPSS Act;
  - (iii) any performance standards and benchmarks included in a determination made by the Minister under section 12ED or section 12EE of the TCPSS Act; and
  - (iv) any other requirements which apply by law in relation to the fulfilment of the Payphones USO.
- (c) The parties agree that the USO Payphones may be Connected to the Telstra copper network or Alternative Infrastructure.

### 28.2 While Telstra is the primary universal service provider

For so long as Telstra is the primary universal service provider for the Payphones USO Telstra must comply with the requirements and instruments identified in **clause 28.1**.

### 28.3 Variation in Agreement

If the services to be performed by Telstra from time to time under this Module change because any of the requirements or determinations identified in **clause 28.1(b)** change, or a requirement or determination of the kind identified in **clause 28.1(b)** is made that change will constitute a change in the scope of the services to be performed under this Module and the parties will agree any amendments to this Agreement (if any) which are necessary to ensure that the services that Telstra is required to supply under this Module are consistent with, and will enable Telstra to comply with, the requirements of this **clause 28**.

---

## 29 Payphone list

- (a) The Payphone List (including each update of it) must be provided to the Department in a format reasonably specified by the Department.
- (b) The Payphone List will be amended and updated during the term of this Module in accordance with the terms of this Module at the time the register of Telstra payphones that is required to be maintained by Telstra or the ACMA pursuant to a determination made under section 12EF of the TCPSS Act is required to be amended and updated. The amended and updated Payphone List will be provided by Telstra to the Department not less often than once in each calendar quarter during the term of this Module.

## 30 New payphones

- (a) If during the term of this Module Telstra installs a new Telstra Operated Payphone, Telstra will notify the Department of the details of that payphone and that payphone will be added to the Payphone List and will be a USO Payphone, and Telstra will not remove that payphone without complying with **clause 31(a)**.
- (b) If during the term of this Module, the ACMA determines in accordance with the TCPSS Act or a determination made under the TCPSS Act that a new payphone is required to satisfy the Payphones USO, that payphone will be installed by Telstra and will become a USO Payphone and will be added to the Payphone List, and Telstra will not remove that payphone without complying with **clause 31(a)**.

47

## 31 Removal of USO Payphones

- (a) During the term of this Module, Telstra may remove any USO Payphone (including any associated cabinet and infrastructure) provided that:
  - (i) it notifies the Department in writing of its intention to remove the payphone by providing a quarterly report within 30 calendar days of the end of a quarter (or the next Business Day if the due date falls on a weekend or public holiday) that includes the information agreed between the parties, as evidenced by the following letters:
    - (A) the letter dated 3 July 2012 from TUSMA to Telstra with subject line 'Provision of payphone information to the Telecommunications Universal Service Management Agency (TUSMA) under Module C of the TUSMA Definitive Agreement';
    - (B) the letter dated 7 December 2012 from Telstra to TUSMA with subject line 'Telecommunications Universal Service Management Agency (TUSMA) Definitive Agreement (DA) **Clause 31(a)(i)** Notification of intent to remove – July 2012'; and
    - (C) the letter dated 31 January 2013 from Telstra to TUSMA with subject line 'Telecommunications Universal Service Management Agency (TUSMA) Definitive Agreement (DA) **Clause 31(a)(i)** Notification of intent to remove – FY13 December Quarter',

or by other procedures as agreed between the Department and Telstra from time to time;
  - (ii) the payphone's removal is permitted under the TCPSS Act and any determination made under the TCPSS Act;
  - (iii) Telstra complies with the requirements regarding public consultation and notification regarding the removal of the payphone set out in the TCPSS Act and any determination made under the TCPSS Act; and
  - (iv) following Telstra complying with the obligations in **clause 31(a)(iii)**, the ACMA does not determine in accordance with the TCPSS Act or a determination made under the TCPSS Act that the payphone should remain.

- (b) If a payphone is removed in accordance with **clause 31(a)**:
  - (i) it will be removed from the Payphone List and will cease to be a USO Payphone; and

47

- (c) In any circumstances where the ACMA determines in accordance with the TCPSS Act or a determination made under the TCPSS Act that a payphone may not be removed, the payphone will continue to be a USO Payphone and will remain on the Payphone List, and Telstra will not remove that payphone without complying with **clause 31(a)**.
- (d) In any circumstances where Telstra has removed a payphone and the ACMA subsequently determines that the payphone must be reinstalled, the payphone will be reinstalled by Telstra, will be reinstated as a USO Payphone and will be reinstated on the Payphone List, and Telstra will not remove that payphone without complying with **clause 31(a)**.

---

## 32 Migration of payphones

### 32.1 Temporary Special Services Disconnection

Telstra will notify the Department of the Temporary Special Services Disconnection Date applicable to payphones as soon as practicable after that date is determined in accordance with the Subscriber Agreement.

47











