



Draft TCP Standard 2026

Member briefing: new obligations, key concerns and better options

Adrian Robertson, WISPAU President

October 2026

Briefing Overview



1

New obligations by Part

Section-by-section changes with draft section references and what WISPs need to update



2

Update checklist

Policies, website, training, systems, notices and records



3

Key concerns and better options

Twelve concerns for small and medium WISPs, each with practical alternatives to put to the ACMA



4

What to do now

Submissions, member data for WISPAU and getting started on compliance



Key dates and thresholds

10 Nov 2026

Submissions to the ACMA close

Not yet set

Commencement date (s 2)

+12 months

Website to meet WCAG 2.2 (s 19)

+12 months

First quarterly mis-selling report period starts for non-large providers (s 41(2)(b))

30,000

Services in operation to be a "large provider" (s 5)

NEW

No 2019 Code equivalent

CHANGED

In the 2019 Code, now changed

New Obligations



Source: ACMA consultation draft, September 2026. Section numbers may change.

Part 2: Governance, training and monitoring (1 of 8)

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 8	Written compliance framework Written policies, processes, procedures, training and support material for every obligation, including action when they are not followed. Must suit the provider's size.	NEW	Policy register mapped to each section, reviewed at least yearly
s 9	Accountable senior executive A senior executive approves, and is responsible for, all policies, procedures and training and compliance with them.	NEW	Name the accountable person (usually the owner) and keep dated sign-offs
s 10 to 12	Assessed training Staff with customer contact and their managers, including contractors. Covers the Standard, vulnerability, representatives, First Nations and CALD consumers. Assessed before first contact, after changes and yearly.	CHANGED	Training modules with a short assessment and a training register
s 13	Quarterly monitoring A documented program that checks each quarter whether staff follow the policies and procedures.	NEW	Quarterly checklist: sample calls, sales, notices and complaints
s 100, 101	Records Records that show compliance across 14 listed areas, kept for at least 2 years (longer if a complaint or investigation is open).	CHANGED	Check billing, CRM and ticketing can produce each record

New Obligations



Source: ACMA consultation draft, September 2026. Section numbers may change.

Part 3: Supporting consumers (2 of 8)

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 16 to 18	Accessible information and language help Clear, inclusive communications. If you advertise in another language, support in that language. Publish interpreter, National Relay Service and translation tool details.	NEW	An "Accessibility and language help" page on the website
s 19	Website accessibility Digital content must meet the current Web Content Accessibility Guidelines (WCAG 2.2) within 12 months of commencement.	CHANGED	Audit the website, customer portal and PDFs against WCAG 2.2
s 20, 22	Identify and support vulnerable consumers Processes to proactively identify consumers in vulnerable circumstances, offer support, keep them informed and avoid making them repeat their story.	CHANGED	Vulnerability procedure, plus a CRM flag and notes field
s 21	Preferred communication method Set it when asked, when support is sought or vulnerability is suspected. One method must be written. Then use it for bills, receipts and notices.	NEW	Preferred method and time field in billing/CRM, driving all templates
s 23, 102	Evidence of vulnerability Ask only for the minimum evidence. A customer's own statement can be enough. Record the type of evidence, not a copy.	CHANGED	Update forms and stop keeping copies of documents
s 24 to 26	Representatives, advocates and account security Process to appoint authorised representatives and deal with advocates; tools to prevent unauthorised account access.	CHANGED	Review authority forms and the PIN or password process

New Obligations



Source: ACMA consultation draft, September 2026. Section numbers may change.

Part 4: Advertising and pre-sale information (3 of 8)

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 28	Advertising Prominent minimum periodic and minimum quantifiable price, key inclusions including upload and download speeds, and significant limits. No reliance on disclaimers; promotions clearly separated.	CHANGED	Review website plan cards, flyers and social media ads
s 29, 30	Critical Information Summary content A "concise" CIS (the 2-page cap is gone) with about 10 new items, including prepaid or postpaid, fee-free payment methods, cancellation consequences and TIO details.	CHANGED	Rewrite every CIS against the s 30 list
s 31	Machine-readable CIS CIS must be publicly available, including in a machine-readable format (a structured format software can read).	NEW	Wait for any ACMA format; plan a structured web version
s 32 to 34	Terms and website information Standard terms on the website, plus compatible equipment, post-sales support, fees, how to cancel and the consequences, and the consequences of non-payment.	CHANGED	Add the missing items to the website
s 42	Provide the CIS and record acknowledgement Give the CIS before the sale as a separate document and keep a record that the customer acknowledged receiving it.	CHANGED	CIS acknowledgement tick-box in sign-up and the phone sales script

New Obligations



Source: ACMA consultation draft, September 2026. Section numbers may change.

Part 5: Selling, incentives and remedies (4 of 8)

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 36 to 38	Responsible and assisted selling No unsuitable sales or undue pressure. In assisted sales, ask about needs and present suitable options by cost, speed and contract type.	CHANGED	Update the sales script and needs questions
s 39	Third-party sellers The provider stays responsible; arrangements with resellers must require compliance.	CHANGED	Update reseller and installer agreements
s 40	Sales incentive arrangements If incentives are paid: limits on sales-based pay, a remuneration policy and clawback.	NEW	Confirm none are paid (including installer referral rewards), or write the policy
s 41	Quarterly mis-selling report Report all known mis-selling to the ACMA within 30 business days of each quarter. Non-large providers start with the quarter beginning 12 months after commencement.	NEW	Mis-selling register and a quarterly reporting calendar
s 45, 49	Mis-selling remedies Contact affected customers within 7 business days (3 attempts, 2 methods, one written); offer a refund, exit or amendment; implement within 3 business days.	CHANGED	Remedy procedure and letter templates
s 47, 48	Technology change and vulnerability remedies Network change makes service unsuitable: equivalent free, or fee-free exit. Impaired decision-making: claim within 6 months, decide in 10 business days, exit and refund.	NEW	Procedures for platform or band changes and vulnerability claims

New Obligations



Source: ACMA consultation draft, September 2026. Section numbers may change.

Part 5: Credit assessment (5 of 8)

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 50(1), (2)	When an assessment is needed Before any residential contract that may result in a debt over \$300. Only an "upfront service only contract", where no debt can arise, is exempt.	NEW	Decide which plans are caught; consider making plans fully upfront
s 50(3) to (8)	What must be assessed Disclose any internal credit limit, then consider employment status, source of income, at least two affordability indicators and payment history.	NEW	New questions in the sign-up form and phone script
s 50(9), 51	External credit check Every new residential customer over \$300; existing customers unless added debt is under \$1,000 and a check was done in the past 12 months. New business customers over \$2,000.	NEW	Credit bureau account, consent wording, credit reporting policy (Privacy Act Part IIIA)
s 52	Debt limits \$300 residential, \$2,000 business, \$1,000 external credit assessment limit; all indexed to CPI from 1 July 2027.	NEW	Build the thresholds into the sign-up workflow
s 53, 54	Qualification and refusal Customer must be able to pay without financial hardship. If not, offer suitable alternatives, but the contract must not be entered.	NEW	Written refusal process and alternative offers
s 55, 56	Guarantors and security deposits Only if needed to qualify: written terms, 10 business day guarantor cooling-off, no deposit fees, return within 5 business days.	CHANGED	Review deposit terms, if deposits are used

New Obligations



Part 6: Customer service, contracts and transfers (6 of 8)

Source: ACMA consultation draft, September 2026. Section numbers may change.

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 59	Human-operated contact channel Publish contact details, hours and a phone contact. A chatbot or automated-only system does not comply.	CHANGED	Publish phone number and hours on the website
s 60, 61	Customer service issues process Published process with timeframes. Resolve at first contact where possible; otherwise explain next steps and update the customer if nothing changes for 2 business days.	NEW	Publish the process; set 2 business day ticket reminders
s 62	Deceased customer accounts Published policy for estate representatives to notify a death and close or transfer the account.	NEW	Policy page linked from the website
s 63	Customer change or cancellation No material barriers. Explain the consequences, then make the change or cancel within 2 business days.	CHANGED	Publish the cancellation process; 2 business day turnaround
s 64	Provider-initiated contract changes At least 20 business days' written notice before the provider changes a contract.	NEW	Price and plan change notice template
s 65 to 75	Transfers, sale of business, change of carrier Validation and records for transfers; notice and fee-free exit when the customer base moves to another carrier or business.	CHANGED	Check against any planned sale, merger or network change

New Obligations



Part 7: Account support, billing and payments (7 of 8)

Source: ACMA consultation draft, September 2026. Section numbers may change.

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 77 to 79	Account support, spend tools and usage alerts Publish account support information. Usage data no more than 12 hours old. Alerts at 50%, 85% and 100% on capped plans unless the customer opts out.	CHANGED	Check the portal's usage data and alerts on data-capped plans
s 80 to 82	Bills A bill each period, unless the customer consents otherwise; at least 7 business days to pay; sent by preferred method; shows two fee-free payment methods.	CHANGED	Update invoice template and email settings
s 83	Discount and credit expiry Show remaining value and duration; notice at least 20 business days before a discount or credit ends.	NEW	Automated reminder in billing
s 86	Payments At least two fee-free methods, one manual. Apply and receipt payments as near as practicable to real time.	CHANGED	Add a manual fee-free method; automate receipts
s 87	Direct debit Notice at least 3 business days before every debit. Customer can change the date every 6 months, defer up to 10 business days, and cancel within 1 business day.	CHANGED	Pre-debit notice and deferral options in billing
s 88	Failed direct debits Notify within 2 business days with the payment assistance policy; no retry for 5 business days; refund errors within 3 business days.	NEW	Failed-payment workflow and retry timing

New Obligations



Part 8: Credit management and disconnection (8 of 8)

Source: ACMA consultation draft, September 2026. Section numbers may change.

Section	Obligation and what the draft requires	Status	What WISPs need to update
s 91	Credit management process Consider the customer's circumstances first; no collection costs charged; nothing taken on disputed amounts; no reconnection fee if cut off in error.	CHANGED	Rewrite the overdue accounts policy; remove collection fees
s 92 to 94	Three reminder notices Restrict no earlier than 10 business days after the 1st notice (at 2 Mbps or more), suspend 5 after the 2nd, disconnect 5 after the 3rd.	CHANGED	Three notice templates and a rebuilt overdue workflow
s 95	Credit management action No action on national public holidays or during a natural disaster at the billing address. Suspension without notice only for fraud or sudden unusual use.	CHANGED	Holiday and disaster checks before any action
s 96	Restoration after wrongful disconnection Restore within 2 business days if cut off in error or without the required notices, or explain and offer an equivalent.	NEW	Restoration procedure, including remote sites
s 97	Review of a decision On request, review in 2 business days, give written reasons, and act on the outcome within 2 business days.	CHANGED	Review procedure and response template
s 98, 99	Debt sale and default listings Notify within 25 business days if a debt is sold (buyer must be in AFCA). Fix a wrong default listing within 1 business day.	CHANGED	Check debt collection agency terms

Update Checklist



What a typical WISP will need to change

Source: ACMA consultation draft, September 2026. Section numbers may change.



Policies and procedures

- Policy register and sign-off (s 8, 9)
- Vulnerability and contact methods (s 20 to 23)
- Credit assessment process (s 50 to 54)
- Overdue accounts and restoration (s 91-97)



Website

- Accessibility to WCAG 2.2 (s 19)
- Language, relay and interpreter help (s 18)
- Cancellation and non-payment info (s 33, 63)
- Service process, deceased policy (s 60, 62)



Training

- Assessed before customer contact (s 11, 12)
- Vulnerability, First Nations, CALD (s 11)
- Yearly and after changes (s 12)
- Training register incl. contractors (s 100)



Billing and CRM systems

- Preferred contact method field (s 21)
- Pre-debit and failed-debit rules (s 87, 88)
- Discount expiry reminders (s 83)
- Two fee-free methods on bills (s 82, 86)



Notices and templates

- Three reminder notices (s 92 to 94)
- Contract change notice (s 64)
- Mis-selling remedy letters (s 45)
- Rewritten CIS for every plan (s 30)



Records and reporting

- Quarterly monitoring checklist (s 13)
- Mis-selling register and report (s 41)
- CIS acknowledgements (s 42)
- Keep records 2 years (s 100, 101)

Key Concerns



1 of 12 Mandatory credit checks from \$300

Draft s 50 to 54 | 2019 Code cl 6.1 (\$1,000)



What the draft says

- Assessment before any residential contract that may result in a debt over \$300 (s 50(1), 52)
- Only "upfront service only" contracts, where no debt can arise, are exempt (s 50(2))
- Employment, income source and two affordability indicators; external check for new customers (s 50(7), (9))
- If the customer fails, the contract must not be entered (s 54(2))



Impact on a small regional WISP

- An installation of a service with a \$200 fee plus monthly plan and router cost of over \$300 gets caught every time
- Cost for a check plus staff time and account subscription to credit agency. Consumer may not become a customer
- A telco credit report shows defaults, not repayment history, so it cannot show affordability and ability to pay
- A refused customer may have no other terrestrial option, only satellite or patchy mobile - and cause more financial issues
- The WISP generally has the financial risk of non-payment – not the customer



Better options for the ACMA

- 1. Target the real risk.** Assess only contracts that finance equipment or devices over time; leave service-only contracts out.
- 2. Lift the trigger.** At least \$1,000, the 2019 figure and the draft's own external check limit (s 52(1)(c)), indexed to CPI.
- 3. Allow other ways to manage risk.** Make the external check one option, alongside a customer declaration, a paid-in-advance first month or a refundable deposit.
- 4. Use payment history.** Twelve months of on-time payment should pass an existing customer without an external credit check.

Key Concerns



2 of 12 Disconnection now takes 20 business days

Draft s 91 to 95 | 2019 Code cl 6.7 (one notice, 5 working days)



What the draft says

- Three reminder notices: restrict 10 business days after the 1st, suspend 5 after the 2nd, disconnect 5 after the 3rd (s 92 to 94)
- A restricted service must still run at 2 Mbps or more (s 92(4))
- No action on national public holidays or during a natural disaster at the billing address (s 95(2))
- Collection costs can no longer be charged (s 91(2)(f))



Impact on a small regional WISP

- Services sold as paid in advance carry about a month of unpaid supply before the contract can end
- 2 Mbps covers browsing, email and SD video, so restriction may give little reason to engage for some customers. May be an issue for small providers billing systems
- In cyclone, flood and fire country there is no end point for a disaster protected period, and no rule on whether notices pause or restart
- Example: debit fails Mon 1 March. Earliest disconnection moves from about 9 March to about 30 March



Better options for the ACMA

- 1. A shorter path for prepaid services.** Two notices over 10 business days for month-to-month services billed in advance.
- 2. Lapse is not disconnection.** Confirm that letting a prepaid period end without renewal is not credit management action (ie 20 day disconnection rather than lapse of product)
- 3. Define the disaster period.** End it when the emergency warning is lifted, and say that notice periods pause rather than restart.
- 4. Standard notices.** ACMA-published notice templates so small providers get the prescribed content right first time.

Key Concerns



3 of 12 Restoring remote services in 2 business days

Draft s 96, 91(4), 97 | 2019 Code cl 6.8.3 (no fee only)



What the draft says

- Restore within 2 business days if a service was cut off in error or without the required notices (s 96(1))
- Exceptions only where restoration is "not technically possible" or the service is no longer available (s 96(3))
- No restoration or reconnection charge (s 91(4))
- Any credit decision reviewed on request within 2 business days (s 97)



Impact on a small regional WISP

- Re-enabling a radio remotely takes minutes, but recovered equipment needs a technician and possibly a long drive
- Any defect in a notice with up to 13 prescribed items makes the disconnection wrongful, even if the customer was not misled
- Example: customer 300 km from the depot, antenna already collected; the next technician run to that district is 9 days away



Better options for the ACMA

- 1. Two speeds of restoration.** Keep 2 business days where the service can be re-enabled remotely.
- 2. Realistic site visits for remote and regional areas.** "As soon as reasonably practicable", with an outer limit (such as 10 business days), where a site visit is needed, and interim connectivity or a daily credit meanwhile.
- 3. A cure period.** A minor notice defect that did not mislead can be fixed with a corrected notice sent, not a forced restoration, then disconnection later. (ie. Think of technicians to and from remote and regional sites)

Key Concerns



4 of 12 No small-provider tier

Draft s 5, 8 to 13 | 2019 Code cl 2.1, 10.3 (Small Supplier under 3,000 services)



What the draft says

- Two tiers only: large providers (30,000+ services) and everyone else (s 5)
- Written policies and training for every obligation, signed off by a senior executive (s 8, 9)
- Assessed training before first contact, after changes and yearly, including contractors (s 11, 12)
- Assessment at least yearly and documented monitoring every quarter (s 12(f), 13(2)(c))



Impact on a small regional WISP

- The 2019 Code relief for suppliers under 3,000 services is gone
- A 900-service WISP carries the same duties as a provider with 29,000
- In a two or three-person WISP the owner writes the policies, signs them off, sits the training and monitors themselves
- Size counts only for the materials (s 8(3)(b)), not for how often training and monitoring happen



Better options for the ACMA

- 1. Scale the duties, not the protections.** Define a small provider (for example under 3,000 or 10,000 services) with lighter governance, training and monitoring paperwork.
- 2. Recognise industry templates.** An industry template pack (such as WISPAU's), adopted and signed off, is taken to meet s 8.
- 3. Shared training resources.** Free ACMA or industry modules; training on start and when the Standard changes, with a yearly refresher.
- 4. Scale the frequency.** Let s 12(f) and s 13(2)(c) frequency scale with size, for example a yearly documented review instead of quarterly monitoring.

Key Concerns



5 of 12 Training content and start-up timing

Draft s 2, 11, 12 | 2019 Code cl 1.6.1, 3.3.3



What the draft says

- Everyone in scope is trained on the whole Standard, and again on the Parts relevant to their role (s 11(1)(a), (2))
- First Nations and CALD awareness training, with no minimum content, outcomes or endorsed resources (s 11(1)(e), (f))
- Assessment passed before first consumer interaction (s 12(a))
- No transition period



Impact on a small regional WISP

- An installer must be trained and tested on credit assessment and direct debit rules they never use
- Small providers will buy or write very different First Nations and CALD modules, of uneven quality – inconsistent outcome across the industry
- Read literally, every existing staff member must pass the assessment before their first customer contact on day one- not achievable for a small WISP with limited staff - needs to be a transition and grace period



Better options for the ACMA

- 1. Overview, then depth.** An overview of the Standard under s 11(1)(a), with detail only for the Parts each role uses under s 11(2).
- 2. Endorsed shared modules.** Free First Nations and CALD modules co-designed with First Nations and multicultural organisations to achieve consistent outcomes.
- 3. A transition period.** At least 6 months after commencement for existing or 3 months with new personnel employed to complete assessed training, and time to build systems.

Key Concerns



6 of 12 Mis-selling is defined too widely

Draft s 5, 41, 45 | 2019 Code cl 4.4.1 (inaccurate information relied on)



What the draft says

- Any breach of a responsible selling obligation counts as mis-selling (s 5)
- Each instance: contact within 7 business days (3 attempts, 2 methods, one written) and offer remedies (s 45)
- Written report to the ACMA within 30 business days of every quarter (s 41)
- The ACMA asks whether to publish mis-selling data (paper Q18)



Impact on a small regional WISP

- A missing record of CIS acknowledgement (s 42(1)(b)) is "mis-selling" even if the customer was well served
- Four reports a year, possibly nil, for providers that may never have an instance
- One procedural slip at a 500-service WISP could look bad in published figures



Better options for the ACMA

- 1. A harm-based definition.** Limit mis-selling to breaches that caused, or were likely to cause, detriment to the customer.
- 2. Exception reporting.** Report only when there is something to report, with a yearly nil statement.
- 3. Simpler reporting.** Annual reporting for providers under 30,000 services, through a short ACMA online form.
- 4. Fair publication.** No public counts for small providers, or rates per 1,000 services rather than raw numbers.

Key Concerns



7 of 12 Billing and payment rules

Draft s 80 to 82, 86 to 88 | 2019 Code cl 5.2.1, 5.6, 5.7



What the draft says

- Notice at least 3 business days before every direct debit, with no opt-out (s 87(3))
- Two fee-free payment methods, one manual, shown on every bill (s 82(2)(a), 86(1))
- Payments applied and receipted "as near as practicable to real time" (s 86(2))
- Failed debit: notify within 2 business days; no retry for 5 business days (s 88)



Impact on a small regional WISP

- A customer paying the same price every month gets multiple additional direct debit notices with nothing new in them or changes
- Manual methods such as BPAY or card by phone carry merchant and third-party fees
- BPAY and bank transfers settle in batches the provider does not control – cannot guarantee exact date
- Most WISPs rely on third-party billing platforms and must wait for vendor updates to conform to notices sent and direct debit changes in the standard



Better options for the ACMA

- 1. Consent-based opt-out.** For fixed, unchanged debit amounts, give the same opt-out s 80(2) already gives for bills.
- 2. One notice, not two.** A bill or invoice sent at least 3 business days before the debit counts as the pre-debit notice.
- 3. Clarify low-cost methods.** Confirm a direct bank transfer counts as a manual fee-free method.
- 4. A workable clock.** Start "real time" from receipt of the bank or BPAY settlement file.

Key Concerns



8 of 12 Machine-readable CIS and website accessibility

Draft s 19, 29 to 31, 33 | 2019 Code cl 3.2.5, 4.2



What the draft says

- Every CIS also published in a machine-readable format, before any format is settled (s 31(1)(a))
- About 10 new CIS items; the 2-page cap is replaced by "concise" (s 29(3)(b), 30)
- Website and digital content to meet current WCAG (2.2) within 12 months, with no level stated (s 19)
- New website items for cancellation, non-payment, support and language help (s 18, 33, 60, 62)



Impact on a small regional WISP

- Few WISPs have in-house web developers; most CIS are PDFs made from a template
- The benefit flows mainly to comparison sites, which rarely list regional or remote fixed wireless plans anyway
- A WCAG 2.2 audit and fixes to the site, portal and PDFs is a real cost for a small business



Better options for the ACMA

- 1. A free generator.** The ACMA or industry publishes a CIS template that outputs human- and machine-readable versions; s 31(1)(a) starts once it exists.
- 2. Only relevant items.** Apply the s 30(1) list "where applicable to the service type", as s 30(2) already does, so fixed broadband CIS are not padded with mobile fields.
- 3. A clear accessibility target.** State WCAG 2.2 Level AA, accept accessible web pages in place of legacy PDFs, and allow 24 months for providers under 30,000 services.

Key Concerns



9 of 12 Remedies that do not fit fixed wireless

Draft s 47 to 49 | No 2019 Code equivalent



What the draft says

- Impaired decision-making: claim within 6 months; fee-free exit and refund of "any payments made" for returned goods (s 48)
- Network or technology change that makes the service unsuitable: equivalent at no cost, or fee-free exit and refund (s 47)
- Agreed remedies implemented within 3 business days (s 49)



Impact on a small regional WISP

- A full refund for a five-month-old roof antenna, plus a technician trip to recover it and the installation labour already spent
- The consultation paper (page 16) describes a pro-rata refund; the draft says full refund
- WISPs change radio platforms and bands, sometimes because of spectrum decisions outside their control



Better options for the ACMA

- 1. Pro-rata refunds.** Refund based on time elapsed, as the paper describes, with installation labour outside "goods".
- 2. Like-for-like replacement.** Free replacement equipment that restores the service satisfies s 47.
- 3. Regulator-driven change.** s 47 does not apply where a change is required by law or a spectrum decision and the nearest equivalent is offered.
- 4. Site-visit timing.** Allow longer than 3 business days where a remedy needs a site visit to a remote area or distance and available workforce may be an issue

Key Concerns



10 of 12 Representatives, advocates and identity checks

Draft s 5, 23(5), 24, 25 | 2019 Code cl 3.5, 3.6



What the draft says

- Authorisation "must include" a letter, a power of attorney or another form (s 24(3))
- An advocate can make changes only if also a representative or "the customer is present" (s 25(4)(b))
- "Advocate" excludes anyone with authority to access account information, a category not otherwise defined (s 5)
- A reference to a consumer includes their authorised representative (s 5)



Impact on a small regional WISP

- Regional customers rarely attend in person; it is unclear whether phone, three-way call, video or chat counts as "present"
- Billing systems hold secondary contacts that fit neither box
- Unclear whether a representative can appoint or remove others, or whether recorded verbal authority is enough



Better options for the ACMA

- 1. Define "present".** Real-time participation by any channel, with the customer's identity verified.
- 2. Close the gap.** Define the account-access category and its permissions, or remove the exclusion.
- 3. Who can appoint.** Only the customer, or someone with legal authority, appoints or varies representatives; s 24(3) reads as alternatives and accepts recorded verbal authority.

Key Concerns



11 of 12 Definitions, language help and automated channels

Draft s 5, 16, 17, 20 | No 2019 Code equivalent



What the draft says

- "Vulnerable circumstance" refers to a customer's use of a service, but s 20 covers all consumers, including prospective ones (s 5, 20)
- Automated systems, including AI assistants, give "communications" and language support, but training as per standard applies only to personnel (s 5, 11, 16) not the AI assistant



Impact on a small regional WISP

- Unclear how the definition applies to someone who is not yet a customer
- No expectations for testing or governing chatbots and app or web AI assistants



Better options for the ACMA

- 1. Fix the definition.** Use "consumer" rather than "customer" in the definition of vulnerable circumstance.
- 2. Guidance for automated channels.** Say what is expected when configuring and monitoring automated channels, such as periodic review of responses against the Standard or translations, etc.

Key Concerns



12 of 12 Drafting that assumes a mobile or voice network

Draft s 74, 77(2)(c), 91(2)(f), 93(7) | 2019 Code cl 6.8.4, 9.9.1



What the draft says

- A suspended service must not block access to emergency numbers (s 93(7))
- Moving "all or part" of a customer base to "another carrier" needs 20 business days' notice and a fee-free exit (s 74)
- Late payment fees are listed as account information, but collection costs are barred (s 77(2)(c), 91(2)(f))



Impact on a small regional WISP

- A data-only fixed wireless service has no voice component; a WISP cannot know what or keep third-party VoIP working while data services is suspended – or even Wi-fi calling expectations
- Changing the backhaul carrier for a WISP could be read as a customer-base transfer
- It is unclear why a reasonable late fee is still allowed vs collection costs for debt outstanding is not



Better options for the ACMA

- 1. Voice only where supplied.** s 93(7) applies only where the provider supplies the voice service.
- 2. Clarification on Carrier change.** Limit s 74 to a change of the network that applies to issues its addressing – (mobile coverage, services on a mobile service, etc.) A change of backhaul carrier for a WISP for improved data / costs should not trigger s 74.
- 3. Say it plainly.** State whether a reasonable late payment fee is permitted.
- 4. Confirm the TIO role.** Confirm TIO complaint functions continue under the Standard, as the 2019 Code (cl 1.8) provided.

Better Options



Same protections, delivered in a way small regional WISPs can sustain (1 of 2)

Area	ACMA draft	WISPAU alternative
Credit checks	External check above \$300 for every new customer (s 50 to 54)	Goods financed over time only; at least \$1,000; declaration or deposit as alternatives; reality - WISPs carry the financial risk
Disconnection	Three notices over 20 business days (s 92 to 95)	Two notices over 10 business days for prepaid services; disaster period defined
Restoration	2 business days in all cases (s 96)	2 days remote; site visits as soon as practicable; cure period for minor defects
Small providers	Same duties and frequency below 30,000 services (s 5, 8 to 13)	Scaled tier and frequency; industry templates accepted
Training and transition	Whole Standard for every role; no transition or grace period (s 2, 11, 12)	Overview plus role depth; endorsed shared modules; 6 months for existing staff, grace period for new staff in smaller business
Mis-selling	Any breach; quarterly reports (s 5, 41)	Harm-based definition; exception or annual reporting

Better Options



Same protections, delivered in a way small regional WISPs can sustain (2 of 2)

Area	ACMA draft	WISPAU alternative
Billing	Notice before every debit; two fee-free methods (s 86, 87)	Consent opt-out for fixed debits; invoice counts as notice
CIS and website	Machine-readable CIS; WCAG 2.2 in 12 months (s 19, 31)	Free generator first; Level AA stated; 24 months
Representatives and ID	"Present", account-access contacts and authority forms unclear (s 5, 24, 25)	Define "present" for any channel; reword s 24(3)
Definitions and channels	Language trigger, vulnerability scope, AI channels (s 5, 17, 20)	"Consumer" in the definition; s 17(2) for targeted offers; automated channel guidance and training requirements
Remedies	Full refund for returned goods (s 47, 48)	Pro-rata refund; like-for-like replacement, installation fee is not 'goods'
Drafting	Voice, carrier and fee assumptions (s 74, 93(7))	Voice service may not be known; backhaul carrier exemption; late fees clarified

What To Do Now



Act before submissions close on 10 November 2026



Have your say

Send WISPAU your comments, or lodge your own submission with the ACMA by 10 November 2026.



Run a gap check

Use WISPAU's updated Compliance Levels document to see what is new or changed for you.



Start on the low-cost items

Human contact channel, customer service process, cancellation and deceased account pages, preferred contact field.



Hold the costly items

Wait for the final text before buying bureau access or rebuilding notice workflows.



Talk to your billing vendor

Ask about direct debit notices, failed-payment rules, receipts and discount reminders.

Data WISPAU needs from members

- Services in operation and staff numbers
- Typical plan price, minimum term and installation fee
- New connections a year and how they are paid
- Default rate and time from missed payment to disconnection
- Travel distance and visit cycle for remote sites
- Payment methods offered and what each costs
- Real (de-identified) examples of how the draft would affect you

Contact WISPAU: www.wispau.au