WISPAU Wireless Internet Service Provider Association of Australia

WISPAU submission: Draft Telecommunications (Consumer Protections) Industry Standard 2026

10th November 2026

To: The Manager, Telecommunications Performance and Regulations Section, Australian Communications and Media Authority, PO Box 13112, Law Courts, Melbourne VIC 8010.

Re: Proposal to make the Telecommunications (Consumer Protections) Industry Standard 2026, consultation paper, September 2026.

In this submission "cl" refers to the 2019 Code (C628:2019 incorporating Variation No.1/2022), "s" to the draft Standard, and "paper" to the consultation paper.

1. About WISPAU and its members

WISPAU is the industry association for Australian wireless internet service providers. Our members build and operate their own fixed wireless access networks in metro, regional, rural and remote areas across all of Australia.

A typical member may have between a few hundred and a few thousand services, and is either a single-person business or has a staff of two to ten. The business owner is likely also the network engineer, the salesperson, the complaints handler, the accountant, the cybersecurity officer and every other role. Members sell fixed broadband and, in some cases, VoIP. Most do not sell mobile services or handsets.

Three features of the WISP model matter for this consultation:

- Services are usually month-to-month and billed in advance. Little or no credit is extended.
- Customer equipment is a roof-mounted antenna that needs a technician and a site visit to install or recover, often hours from the provider's base.
- Many customers may have no other terrestrial fixed broadband option. The alternative is satellite or mobile, where mobile coverage exists.

We make this submission for WISPAU members.

2. Summary and recommendations

WISPAU supports enforceable consumer protections and most of the draft.

Our concern is proportionality.

The draft removes the small-provider tier of the 2019 Code and applies obligations designed around large mobile and handset retailers to WISP providers that sell neither.

Three areas would impose cost on small regional providers, and risk to their customers, well beyond the harm they address: mandatory external credit checks at $300, a 20 business day disconnection sequence, and the training, governance and reporting load.

No.	Recommendation	Draft section	Question
1	Reinstate a small-provider tier (the 2019 Code used fewer than 3,000 services) with scaled governance, training, monitoring and reporting duties.	s 5, s 9 to s 13, s 41	Q21
2	Limit credit assessments to goods financed over time and exempt all service-only contracts, as the paper states (page 12).	s 50(1), (2)	Q6, Q10

No.	Recommendation	Draft section	Question
3	If a dollar trigger is kept, set it at no less than $1,000 for residential customers, the 2019 figure and the draft's own external credit assessment limit.	s 52	Q8
4	Make an external credit check one permitted method of assessment, rather than a mandatory step, and add an express scalability clause.	s 50(7), (9)	Q6
5	Let 12 months of on-time payment stand in for a prior external check for existing customers.	s 50(9)	Q12
6	Define affordability indicators so that a customer declaration is sufficient below a set amount.	s 5, s 50(7)	Q14
7	Provide a shorter credit management sequence for month-to-month services paid in advance: two notices over 10 business days.	s 92 to s 95	Q19
8	Confirm that not renewing a service paid in advance is not credit management action.	s 5, s 95	Q19
9	Replace the fixed 2 business day restoration limit with "as soon as reasonably practicable" where a site visit is needed, including in regional, remote and very remote areas, keep 2 business days for remote reactivation, and add a cure period for minor notice defects.	s 96	Q20
10	Clarify that the emergency-number condition on suspension applies only where the provider supplies the voice service.	s 93(7)	Q19
11	Narrow the definition of mis-selling so that a procedural breach is not reportable mis-selling; no public reporting for small providers; confirm that no nil report is required; allow annual reporting for providers under 30,000 services; and provide a report template or online portal.	s 5, s 41	Q17, Q18
12	Retain the 2019 exception that lets a fixed-amount direct debit customer agree not to receive a notice for every debit.	s 80, s 87(3)	Q21
13	Allow 12 months from commencement for the obligations listed in section 9.3 of this submission for providers under 30,000 services.	s2	Q22
14	Correct the drafting matters in section 10 of this submission.	Various	Q21
15	Treat any cash or uncapped per-sign-up reward paid to a person who promotes the provider's products (staff, contractor, affiliate or customer) as a sales incentive, with obligations that fit; expressly exclude capped bill-credit referral rewards open to all customers; and give contractors such as installers a proportionate version of s 40.	s 5, s 40	Q5
16	Define a vulnerable circumstance by its effect on the consumer's dealings with the provider, and replace the duty to "proactively identify" with a duty to respond to indicators the provider becomes aware of.	s 5, s 20(2)(a)	Q16
17	Define "genuine" and "fraud" for s 23(5), and require s 48 decisions on the balance of probabilities, with written reasons and complaints and TIO information.	s 23, s 48	Q15, Q17
18	Align the vulnerability remedy with the paper: goods returned in good working order, a pro rata refund, deductions for installation and recovery costs, and the option to leave fixed equipment in place.	s 48(6)	Q17
19	Limit s 74 to changes of the network that delivers the service to the customer's premises.	s 74	Q21
20	Confirm whether removal of the 160-day back-billing limit is intended; if not, carry it over.	Part 7	Q21

No.	Recommendation	Draft section	Question
21	State the WCAG conformance level as WCAG 2.2 Level AA.	s 19	Q21
22	Assess protected periods by the service address, falling back to the billing address, and apply them only where the provider knew or ought reasonably to have known the customer was affected.	s 5, s 95(2)	Q19
23	Confirm that installation charges and provider-owned equipment are not “telecommunications goods” for s 48, and allow the time reasonably needed for a site visit under s 49.	s 48(6), s 49	Q17
24	Exclude installation and connection fees, required equipment and contingent excess charges from the debt limits; let a customer proceed after an informed warning; remove the external check for every new business customer.	s 50 to s 54, s 51(5)	Q6, Q8, Q10
25	Confirm that a fixed wireless sale made subject to a site survey, with the customer told so, is not mis-selling under paragraph (f).	s 5	Q17
26	Make the billing, payment and communication rules workable on standard billing platforms (preferred time, payment dates, processor retries, usage data on unlimited plans).	s 21, s 78, s 79, s 87, s 88	Q21, Q22
27	Adopt three provider tiers and convene a co-design working group	s 5, Part 2	Q21

3. What WISPAU supports

WISPAU agrees that telecommunications services are essential and that the 2019 Code was hard to enforce. We support the following in principle:

Measure	Draft section	2019 Code	Why we support it
A human-operated contact channel	s 59(3), (4)	cl 4.7.1	Small providers already answer their own phones.
Clear, plain-language communication	s 16	cl 3.1.1, 3.2.1	Unchanged in substance and already practised.
Limits on demanding evidence of vulnerability	s 23, s 102	cl 3.4	Protects customers and reduces the sensitive data a small provider must hold.
A published policy for deceased customers' accounts	s 62	None	Sensible and low cost.
Simple cancellation within 2 business days	s 63	None	Consistent with month-to-month service.
Disconnection as a last resort, with hardship help offered first	s 91, s 95	cl 6.7, ch 7	Consistent with the Financial Hardship Standard 2024, which members already follow.
Correcting wrongful credit default listings within 1 business day	s 99	cl 6.8.6, 6.8.7	Carried over.
Responsibility for third-party sellers	s 39	cl 4.5.1	Appropriate.

The recommendations that follow go to how these aims are delivered by small providers, not to whether they should be.

4. Proportionality and the loss of the small-provider tier (Q21)

Recommendation 1. The draft has two tiers: providers with 30,000 or more services, and everyone else. A WISP with 200 services is treated the same as a provider with 29,000.

The paper recognises that the retail market ranges "from large ASX-listed companies to providers that are small businesses" (page 1) and says the Standard should not impose "an unnecessary regulatory burden" (page 4).

The evidence of harm it cites comes from the other end of the market: Federal Court penalties of $50 million against Telstra and $100 million against Optus for selling misconduct (page 5). As we understand them, those cases concerned mobile plans and devices sold through retail store networks. WISPs sell neither.

The 2019 Code scaled its compliance duties.

Duty	2019 Code	Draft Standard
Definition of small	Fewer than 3,000 services (cl 2.1)	No definition; "small provider" appears once, undefined (s 41(2)(b))
Documented compliance plan	Not required of Small Suppliers (cl 10.3.1(b))	Written policies, processes, procedures, training and support materials for every obligation, reviewed annually (s 8)
Accountability	CEO or senior manager endorses an annual attestation (cl 10.4.1)	Senior executive approves and is responsible for all policies and compliance (s 9(1))
Training	"Adequately trained" (cl 3.3.3)	Assessed training before first customer contact, after changes and annually, including First Nations and cultural awareness modules (s 11, s 12)
Monitoring	"Regularly review" (cl 3.3.5)	Documented internal monitoring program, conducted each quarter (s 13)
Compliance reporting	One attestation a year to Communications Compliance (cl 10.8.1)	No annual attestation; instead a quarterly report to the ACMA on mis-selling, within 30 business days (s 41)

Example A: The four-person WISP. A member with 900 services has an owner, one technician and two office staff. Under s 9 the owner is the accountable senior executive. Under s 11 and s 12 the owner must write or buy assessed training and sit the assessment. Under s 13 the owner must run and document a quarterly program to monitor whether personnel, including the owner, follow the policies the owner wrote. Under s 41 the owner must also report any mis-selling to the ACMA each quarter. None of this changes what the customer experiences; it documents it.

Example B: The single-person WISP. A member with 250 services is run by its owner alone. Under the draft Standard they are responsible for writing or buying training for themselves, assessing themselves, monitoring themselves and signing off on their own policies and procedures. They must also report any mis-selling to the ACMA each quarter (s 41). None of this changes the customer experience, and it may distract the business owner from network improvements and fixing customer issues promptly.

We ask the ACMA to define a small provider, to consider the size and nature of WISP businesses, and to consider tiered responsibilities to:

1. allow a single short compliance statement in place of the full suite of written materials in s 8;
2. require training on commencement and when the Standard changes, without a formal annual assessment;
3. replace quarterly documented monitoring with an annual review;
4. require a mis-selling report only when there is something to report.

Section 8(3)(b) is not enough on its own. Section 8(3)(b) says materials must be “appropriate to the provider’s size”. That scales what the materials say, but not the fixed duties: annual review (s 8(4)), assessed training before contact and annually (s 12), quarterly documented monitoring (s 13) and

quarterly reporting (s 41). The draft already accepts size distinctions in s 9(1) to (3), s 40(1)(g) and (3), s 41(2) and s 60(4) to (7). We ask that the "appropriate to size" principle apply across the whole of Part 2, that one person may hold every governance role where there is no one else, and that small providers be exempt from s 13.

Provider tiers. We support a proposal for three tiers (large, medium and small), set using services in operation together with revenue and staff numbers. We suggest a small provider be one with fewer than [3,000] services in operation, consistent with the 2019 Code.

Templates and training. We ask the ACMA to publish template policies, procedures and training for small providers, at least for the First Nations and cultural awareness content in s 11(1)(e) and (f). We also ask the ACMA to map where these training duties overlap with the Financial Hardship Standard (s 27) and the DFSV Standard (ss 21 and 22).

5. Credit assessments (Q6 to Q14)

Recommendations 2 to 6. This is the most significant issue for our members. The draft lowers the trigger for a mandatory external credit check on a new residential customer from $1,000 to $300, extends it to service charges, and gives small providers no workable way to comply.

5.1 What changes

Element	2019 Code	Draft Standard
When an assessment is needed	Post-paid service with a minimum term over one month, residential only (cl 6.1, 6.1.1)	Any contract that "may result in a debt" above $300 residential or $2,000 business (s 50(1), s 51(1), s 52)
External credit check	New residential customers where the aggregate minimum price exceeds $1,000 (cl 6.1.2(b)(ii))	Every new residential customer above $300; every new business customer above $2,000 (s 50(9), s 51(5))
Existing customers	Check of payment history with the supplier (cl 6.1.2(a))	External check unless added debt is under $1,000 and a check was obtained in the past 12 months (s 50(9))
Inquiries	How the consumer will afford the contract (cl 6.1.2(b)(i))	Employment status, income source and at least two affordability indicators (s 50(7))
If the customer fails	Advise them and suggest alternatives (cl 6.1.2)	Tell the customer and offer alternatives they are likely to qualify for (s 54(1)), but the provider must not enter the contract (s 54(2))

5.2 Q6: concerns with the approach and drafting

The paper and the draft say different things. The paper states that assessments apply "to contracts for telecommunications goods (including devices) but not service-only contracts" (page 12). The draft exempts only an "upfront service only contract", defined as one where all charges are payable in advance and "the customer cannot incur a debt" (s 5, s 50(2)). A service with a minimum term, or billed in arrears, is caught even with no goods.

The exemption may capture almost nothing. Part 8 requires a provider to give three reminder notices, and a service cannot be disconnected until at least 20 business days after the first notice. A customer on a month-to-month plan billed in advance can therefore incur a debt, and arguably falls outside the exemption.

Example C: The $85 wireless plan. A member sells a $85 per month fixed wireless plan and a $200 installation fee charged on the first bill. The customer also decides on upgrading their router to a MESH router for $250, also charged on the first bill. Full cost to customer is $535. Under the 2019 Code no external check was needed. Under s 50 the member must disclose any internal credit limit, ask about employment and income, assess two affordability indicators, and buy an external credit report before connecting the home. The exposure the check protects is possibly one or two months of service. And even if payment is not received, the WISP will generally collect the equipment not paid

for and likely not recoup the debt incurred from the installation of the service. WISPs do not generally engage in a debt collection service due to the small volumes and low values. The risk is with the WISP business, not the consumer. (If the installation and router were paid in full before connection, they would not count towards the $300, because s 50(5) counts only costs that may result in a debt. Requiring all equipment to be paid upfront is itself a barrier for many regional customers.)

Which costs count. Section 50(5) counts only “compulsory” costs that are “ascertainable at the point of sale”. We ask the ACMA to confirm that, for a contract with no minimum term, only the first billing period’s charges count, and how optional equipment the customer chooses to add is treated.

A telco's credit report cannot answer the question asked. Section 53 asks whether the customer can pay without hardship. Providers that do not hold an Australian Credit Licence cannot access repayment history information; their report shows enquiries, defaults and insolvencies only.

The paper concedes that external checks "are unlikely to indicate the capacity of the consumer to pay" (page 14). The draft mandates a paid check that the ACMA accepts will not show affordability.

There is also the issue that most credit agencies do not deal in the low volumes that WISPs would need, and if, for example, a provider tries to obtain a ‘free’ report on behalf of the customer, it needs the customer to sign a Letter of Authorisation, which again is a deterrent to the customer.

A failed assessment becomes a refusal of an essential service. Section 54(2) prohibits the contract. Section 54(1) requires the provider to offer alternatives the customer is likely to qualify for, but for a WISP the only workable alternative may be the same service with all equipment paid upfront, which a customer on a low income may not be able to afford.

There are alternatives to simply rejecting the service, such as Good Shepherd’s No Interest Loan Scheme (NILS), for consumers who need an essential service but may fail the credit check. The Standard should allow a provider to refer a customer to such a scheme and then supply the service.

Let the customer decide. We support the position that, where an assessment suggests a product may be unaffordable, the provider should tell the customer, offer alternatives and its financial hardship policy, and then be able to supply the product if the customer still chooses to proceed. Section 54(2) should not prohibit the contract, and s 53(2)(b) should be removed or reworded.

Example D: The only local terrestrial option. A pensioner on a rural property outside any fixed-line footprint applies for a $85 plan with fixed wireless installation and a new router, with the installation and router charged on the first bill. A three-year-old utility default appears on the credit report. Under s 53 and s 54 the WISP, which can offer a local service to the pensioner and assist in house with other issues such as setting up the wi-fi, connecting devices, etc, may conclude that the customer does not qualify and then cannot supply the plan as requested. The alternative it can offer under s 54(1) is the same service with all equipment paid upfront, which the customer may not be able to afford. The customer's remaining choices are satellite, with its own equipment cost, or mobile data if there is coverage. The Standard's stated starting point is that these services are essential (paper, page 2).

Credit history can reflect abuse. A customer affected by domestic, family or sexual violence may carry defaults caused by financial abuse. Those defaults may not reflect their current circumstances, and they may need a connection urgently.

"Financial hardship" is the wrong test. Section 53(2)(b) uses a term defined in the Financial Hardship Standard by reference to a customer who is unable to meet obligations under an existing consumer contract but expects to meet them with an agreed arrangement. It does not fit a decision about whether to enter a contract at all. The provision the paper says it follows, s 118(2) of the National Consumer Credit Protection Act 2009, uses "substantial hardship".

5.3 Q7: Internal credit assessment processes

Most members do not extend credit in any real sense, so most have no formal credit assessment.

The usual process is: confirm identity under the Customer Identity Authentication Determination; confirm the address can be served; take the installation fee before the site visit; bill monthly in advance, usually by direct debit, credit card, PayPal, or direct deposit options. The provider's exposure is the current month.

5.4 Q8 and Q9: the $300 threshold

A dollar trigger of $300 is too low. It is out of step with comparable regulation.

Sector	Mandatory credit report?	Relevant amount
Personal loans, home loans, car loans (NCCP Act ch 3)	No. Reasonable inquiries and verification, scaled to risk under ASIC RG 209	None
Credit cards	No. Limit must be repayable within three years	None
Payday loans up to $2,000	No. 90 days of bank statements; repayments capped at 10 per cent of net income	$2,000
Buy now pay later (from 10 June 2025)	Yes. Negative-only check below $2,000; fuller check at $2,000 and above	$2,000
Electricity and gas	No check before supply; a check only to decide on a security deposit	Disconnection barred below $300 owed, rising to $500 from 1 July 2026
Telecommunications, 2019 Code	Yes	$1,000
Telecommunications, draft	Yes	$300

We acknowledge that buy now pay later providers must run a check at any amount. They are licensed lenders whose business is credit, with bureau subscriptions, automated decisioning and access to fuller data. Even so, the law allows a negative-only check below $2,000, with a rebuttable presumption that the contract meets the consumer's requirements and objectives.

In energy, the other essential service, there is no assessment before supply, and the regulator has just raised its $300 consumer-protection threshold to $500. The draft moves the telco figure in the opposite direction.

The ACMA has heard this already. The paper notes that rural, regional and remote representatives say $300 is easily reached "in the supply of services and necessary equipment" (page 13), and that repeated credit enquiries can possibly lower a consumer's credit score. We oppose removing the threshold altogether, which the paper raises as an option.

The cost is material for a small provider. In discussions with Equifax about a consumer report for a small WISP business, the cost breakdown is $195 joining fee, $62 ongoing subscription per month ($744 a year) and then an additional cost of $3.15 per report per customer. This report (and therefore cost) would be required once a customer has agreed to install the service and may not even indicate the customer's current ability to pay for an essential service supported by a local provider.

There is also the potential cost of building the integration of the API into the billing system for the provider, a cost that larger telcos can bear to streamline signup processes, but smaller WISP providers may not be able to do.

It brings small providers into the credit reporting regime. Most WISPs are already subject to the Privacy Act for customer data they hold under the data retention scheme, and those that bill in arrears are likely credit providers under the Act. But few have ever dealt with a credit reporting body. Mandatory external checks would require each member to enter a bureau agreement and comply in full with Part IIIA and the Privacy (Credit Reporting) Code 2025. That means notices at collection, a credit reporting policy, and security, access and correction processes for credit reports. This is a new compliance regime for businesses whose credit exposure is usually one month of service.

If a dollar trigger is retained, we submit it should be no less than $1,000, the 2019 figure and the amount the draft itself adopts as the "external credit assessment limit" (s 52(1)(c)). We support CPI indexation of whatever figure is set (Q9).

Whatever figure is set, the debt limits should exclude one-off installation and connection fees, the equipment needed to receive the service (antenna, radio, modem or router) and contingent excess charges.

5.5 Q10 and Q11: an alternative trigger

The trigger should be goods financed over time, which is the harm the paper describes: devices that "can be the largest expense" (page 5).

Service-only contracts, post-paid or not, should be outside the rule. Customer-initiated variations to an existing service should not trigger an assessment (Q11); a customer moving from a $69 to an $89 plan that has a perfect payment history says more than any credit report can offer.

5.6 Q12 and Q13: existing customers and internal limits

Section 50(9) excuses an external check for an existing customer only if one was obtained in the previous 12 months and the added debt is under $1,000. No existing WISP customer will have such a check, so the first equipment upgrade (for example a $350 mesh system charged to the account) by a customer of five years with a perfect payment history would require a check. Twelve months of on-time payment should satisfy the exception on its own as evidence of ability to pay.

Sections 50(3) and (4) allow for a provider with no internal credit limit. But under s 50(9), a provider without an internal limit must always obtain an external check once the $300 trigger is reached. Most small providers have no internal limit, so for them every assessment ends in a paid external check. A provider should be able to rely on payment history or a simple internal limit instead.

Effect on competition. The 12-month exception in s 50(9)(c) is open only to existing customers. That favours incumbents: a customer who cares about their credit score has a reason not to switch to a local provider.

5.7 Q14: affordability indicators

The definition in s5 is a placeholder, so we cannot assess the obligation in s 50(7)(c). The metrics the paper lists (income stability, other liabilities, living expenses) come from ASIC's responsible lending guidance for licensed lenders. Lenders verify them with payslips, bank statements and full credit files.

A WISP's office staff cannot verify these, and customers will not expect to disclose their employment and living costs to connect home internet. We submit that below a set amount, which we suggest is $2,000, a customer's own declaration that they can afford the service should be sufficient, and that the Standard should say so.

Section 50(7) should apply “to the extent known”, so a provider is not in breach when a customer declines to answer.

5.8 Business customers (s 51)

Section 51(5) requires an external credit check for every new business customer above $2,000, plus trading and insolvency checks.

Many WISP customers are farms and small rural businesses. We ask that s 51(5) be removed, that the business debt limit exclude installation, connection and required equipment, and that month-to-month service-only contracts be exempt, as for residential customers.

6. Disconnection and restoration (Q19 and Q20)

Recommendations 7 to 10. WISPAU agrees disconnection should be a last resort. Our concern is the length and rigidity of the sequence for services that are paid in advance, and several rules that do not fit a fixed wireless network.

6.1 What changes

Step	2019 Code	Draft Standard
Notice before restriction, suspension or disconnection	One notice, at least 5 working days ahead (cl 6.7.1)	Three notices: restriction no earlier than 10 business days after the first; suspension 5 after the second; disconnection 5 after the third (s 92(3), s 93(3), (6), s 94(3), (6))

Step	2019 Code	Draft Standard
Earliest disconnection after first notice	5 working days	20 business days
Depth of restriction	Not specified	Data not below 2 Mbps; protected numbers reachable (s 92(4))
Action without notice	Unacceptably high credit risk, suspected fraud, or customer-nominated restriction point (cl 6.7.1(a))	Suspension for an unacceptably high credit risk due to sudden and unusual usage, or suspected fraud (s 95(3)); restriction at a customer-nominated point with consent (s 95(4)). The general credit-risk ground is narrowed to sudden and unusual usage.
Protected periods	None	No action on a national public holiday or during a natural disaster at the billing address (s 95(2))
Collection costs	Recoverable at cost if disclosed (cl 6.8.4)	Not chargeable (s 91(2)(f))
Failed direct debit	No rule	Notify in 2 business days; no retry for 5 business days (s 88)
Review of decision	On request; timing to be advised (cl 6.8.1)	Completed in 2 business days with written reasons (s 97)
Service cut in error	No reconnection charge (cl 6.8.3)	Restore within 2 business days, including where any notice requirement was missed (s 96)

6.2 Q19: the sequence

It forces a month of unpaid supply on services that were sold as paid in advance. A member's customer pays on the 1st for that month. If the payment fails, the member must supply at full speed for at least 10 business days, at 2 Mbps or better for 5 more, and hold the service suspended for a further 5 before it can end the contract.

Example E: A missed payment on 1 March 2027. The direct debit fails on Monday 1 March. The member notifies the customer by 3 March and cannot retry until 5 business days later (s 88). The first reminder notice goes on 2 March. Easter falls in this window (Good Friday 26 March and Easter Monday 29 March, both protected periods). Restriction is possible from 16 March and suspension from 23 March, but disconnection is not possible until 1 April, a full month after the missed payment, with every notice sent on its first available day.

Under the 2019 Code a single notice on 2 March allowed action from 9 March. The tighter time frame encouraged most customers that just ‘didn’t pay until suspended’ to pay on time. Legitimate customers with financial difficulty usually fill out the required paperwork and are given extensions by WISPAU members. Some customers however will simply wait until suspended, and then make payment.

The cost is real at small scale. As an illustration, a member with 1,700 services, 3 per cent of customers defaulting in a year and a $79 plan would carry up to about $4,000 a year in additional unpaid supply (assuming each defaulting customer receives up to a further month of service before disconnection), and can no longer recover collection costs.

A 2 Mbps restriction is close to no restriction. It supports browsing, email, messaging and standard-definition video. We do not object to the floor, which keeps essential access. But it means the first 15 business days of the sequence apply little pressure to engage, which lengthens debts for the customers least able to carry them.

The Financial Hardship Standard already sets a shorter period for the most vulnerable. A customer who has broken a hardship arrangement must be given 10 business days' written notice before credit management action (Financial Hardship Standard s 24(5)), after the provider has reviewed the arrangement and attempted contact (s 22 and s 24(2)–(3)). This draft gives a customer who has not engaged at all twice that for a failed payment.

The suspension rule does not fit data-only services. Section 93(7) says a service must not be suspended in a way that prevents access to emergency service numbers. A fixed wireless broadband service may have no voice component. If the customer uses another company's VoIP or wi-fi calling over the link, the WISP cannot keep those calls working while the data service is suspended. Nor can the WISP know about these services or the state of these services if they are with other providers.

Protected periods need an end point. Members operate in cyclone, flood and bushfire country. We support pausing action during a disaster. The draft does not say when a natural disaster stops "occurring", or whether notice periods pause or restart. The term takes its meaning from s 5 of the Customer Communications for Outages Standard, which was written for outage communications, not credit management.

Example F: Wet season. A cyclone warning covers a member's coverage area for six days in February, followed by three weeks of flooding in part of it. The member cannot tell from s95(2) and s5 which customers are in a protected period on a given day, or whether a second reminder notice sent before the cyclone is still valid afterwards.

Late fees are unclear. Section 91(2)(f) bars charging the provider's debt collection costs. Section 77(2)(c) lists "late payment fees" as account information. The Standard should say whether a reasonable late fee is permitted. If it is, the Standard should explain why a late fee is allowed but debt collection costs are not, and whether a late fee counts as part of the barred collection costs.

We ask for:

1. a two-notice sequence over 10 business days for month-to-month services paid in advance;
2. confirmation that allowing a prepaid period to lapse without renewal is not credit management action;
3. a carve-out in s 93(7) where the provider does not supply the voice service;
4. a definition of when a natural disaster protected period ends, and a statement that notice periods pause (see also section 9.2 on the address used for this);
5. an express position on whether a reasonable late payment fee is permitted, and how it differs from the barred debt collection costs, where the customer has not taken up financial hardship assistance under the Financial Hardship Standard;
6. clarification that a second or third reminder notice may be sent in the same email as a bill, if it is prominent and clearly identified (s 93(4), s 94(4)); and
7. that a protected period apply only where the provider knew, or ought reasonably to have known, that the customer was affected, with an authoritative source named for declared disasters.

6.3 Q20: Restoration

We agree a customer cut off in error should be restored quickly and without charge. Two aspects of s 96 need adjusting.

Two business days is not always possible in remote and regional areas. Where the service was only disabled remotely, restoration takes minutes. Where the antenna has been recovered, restoration needs a technician, equipment and a drive that can exceed several hours each way. The exception in s 96(3) covers only "not technically possible" and "no longer available".

Example G: Recovered equipment. A member disconnects a customer 300 km from its depot and collects the antenna on its next scheduled run. A week later it finds the third reminder notice omitted one item required by s 94(5). Under s 96(1)(b) the service must be restored within 2 business days. The next technician visit to that district is potentially three to five days away. The member must make an urgent trip to restore the service and resend the notice, only for the technician to return and disconnect the service days later. A corrected notice would not change the outcome for the customer, and would avoid the travel time and travel risk of reaching the site within the required timeframe.

Any notice defect is treated as a wrongful disconnection. Section 96(1)(b) applies wherever the provider has not "complied with the applicable notice requirements". The notices have six or seven

prescribed content items each, several with sub-items. A minor omission that did not mislead the customer should be curable by a corrected notice.

On the specific question asked, returning the customer to an equivalent position is appropriate where the original service cannot be restored. We ask that s96 allow restoration "as soon as reasonably practicable" where a site visit is needed, including in regional, remote and very remote areas, keep 2 business days for remote reactivation, and add a cure period for minor notice defects that can be simply re-issued.

Review within 2 business days (s 97). A sole operator may be on a tower or travelling to an installation for two days. We ask that small providers have longer to complete a review, and that the ACMA clarify whether s 97(2)(b) and (d) together allow 2 or 4 business days.

7. Critical Information Summaries, promotions and sales incentives (Q1 to Q5)

7.1 Q1: CIS content

The added content in s30 is reasonable: whether the service is paid before or after use, fee-free payment methods, cancellation consequences and links to the agreement.

The 2019 Code capped a CIS at two A4 pages (cl 4.2.3(b)(i)), whereas the draft says only "concise" (s 29(3)(b)) while adding about ten new items.

Section 30(2) is limited to items "applicable to the service type"; we ask that the same qualifier apply to s 30(1), so a fixed broadband CIS is not padded with call, text and device fields which are unrelated to the service and confusing to consumers.

The phrase "mandatory payment methods" in s 30(1)(l) and (m) is undefined and should be clarified.

We also ask that the two-page limit be reinstated, and that the in-store copy in s 31(1)(b) apply only where a provider has a store. Most WISPs have no shopfront.

7.2 Q2: standardised, machine-readable format

Section 31(1)(a) already requires a "machine-readable CIS" although Q2 asks whether one should be prescribed. "Machine-readable" is defined as a structured digital format that software can extract automatically (s 5), which a PDF generated from a billing system may not satisfy.

Example H: A small one-person WISP business with six plans produces each CIS as a PDF from a word-processing template. A prescribed data schema would require web development the member does not have in-house, for a benefit that flows mainly to comparison websites, which in WISP members' experience rarely (and in most cases never) list regional and remote fixed wireless plans.

If a format is prescribed, we ask the ACMA to publish a free template or generator that outputs both the human-readable and machine-readable versions, and to delay s 31(1)(a) until it is available.

7.3 Q3 and Q4: special promotions

We agree with the draft that a separate CIS for a promotion is unnecessary where the underlying product's CIS is available (s 29(2), carried over from cl 4.2.5).

The advertising items in s 28(5) (underlying price, duration and end date, eligibility, conditions) are sufficient. A separate CIS for each short promotion would multiply documents without adding information.

7.4 Q5: Sales incentives

Most WISP members do not pay sales commissions or bonuses, and s 40 applies only to a provider "that offers" them. We do not oppose applying the rules to team and store-level schemes. We do ask the ACMA to confirm in the Standard or its explanatory statement that a provider paying no incentives needs no performance remuneration policy.

We also note that the draft Standard addresses sales incentive payment issues with staff, but does not address incentive payments made to customers by larger providers, at scale, to promote their products on social media.

The same conflict of interest. Section 40 exists because paying people per sale pushes them to sell whether or not the product suits the buyer. A cash payment to existing customers per sign-up of new customers, promoted on social media, creates exactly that motive. Referrers are paid to get sign-ups, not necessarily to tell people about issues or correct product fit for the referee.

None of the safeguards s 40 requires. Section 40 requires:

- 70% of the entitlement based on customer feedback;
- a 20% cap;
- clawback when a sale breaches the rules;
- promotion of responsible selling and vulnerability management (s 40(1)(e));
- records.

A cash referrer has *none of these and no training*. If the referee was misled, nothing comes back on the referrer.

Social media reach targets people who are easy to persuade. In regional areas these are often people with poor connectivity, older consumers or people in financial difficulty. Those are the vulnerable consumers the draft is built to protect.

The draft's wording can be read to catch it:

- "Engaged, directly or indirectly" can cover someone who signs up to a cash program and links a bank account.
- The definition says "sell **or promote**," and a referral post is promotion.
- Section 40(2) covers "any monetary … reward provided directly or indirectly."
- "Primarily" is the weak point for an ordinary customer, but less so for a high-volume promoter whose posts exist to earn referral income.

The unfairness to WISPs

- **A WISP installer:** a WISP paying an installer $50 per sign-up may be caught, depending on how "primarily" is applied. It would need a remuneration policy built around base salary and customer-feedback weightings, which doesn't fit a contractor.
- **A large mass-market program:** a large provider can pay cash incentives to thousands of promoters it has no control over, and argue that none of them are "sales staff."

WISPAU asks the ACMA to:

- **treat as a sales incentive** any cash or uncapped reward paid per sign-up to a person who promotes the provider's products, whether staff, contractor, affiliate or customer, and apply obligations that fit, rather than just the salary-based ones;
- **expressly exclude** capped bill-credit referral rewards open to all customers; and
- **give contractors such as installers, who sign up customers as a side activity, a proportionate version** of s40 rather than just the base-salary model.

This lets WISPs keep simple refer-a-friend credits, puts scaled large provider cash schemes on the same footing as installer bonuses, and is framed around consumer harm rather than competition, consistent with the consumer-protection purpose of s 40.

8. Vulnerability, remedies and mis-selling reporting (Q15 to Q18)

8.1 Q15: evidence of vulnerable circumstances

We support s 23. Asking only for the minimum, accepting the customer's own statement, and recording the type of evidence provided instead of keeping a copy (s 102(2)) all reduce risk for a small provider. The 2019 Code said only that suppliers should "have regard to" an ACCC guide (cl 3.4.1).

8.2 Q16: the definition of vulnerable circumstances

The definition in s5 links vulnerability only loosely to its effect ("affect a customer's use" of a service), then lists age, illness, language barriers and "other circumstances" as sources, so the category stands in for the effect on the customer's dealings with the provider.

Combined with the duty in s20(2)(a) to "proactively identify" such consumers, it asks front-line staff to form views about customers' age, health or general wellbeing.

We suggest the definition turn on effect, for example: "vulnerable circumstance means a circumstance, whether temporary, intermittent or ongoing, that materially affects a consumer's ability to make informed decisions about, pay for, or access and maintain a telecommunications service."

Financial hardship, disability, domestic, family or sexual violence, illness, language barriers and natural disasters could then be listed as examples of circumstances that may have that effect.

We also suggest replacing s 20(2)(a) with a duty to "respond to indicators, of which the provider becomes aware, that a consumer may be experiencing vulnerable circumstances." Section 20(1)(b) could then remain, with "reasonable steps" read against that standard.

Example I: A long-standing customer in his 80s rings a regional provider to change his plan. He is clear about what he wants and has managed his account without difficulty for many years. Nothing in the call seems to indicate any difficulty during the conversation. He may not know every technical term (such as the difference between a fixed wireless antenna and a satellite dish), but he understands the internet connection requirements, plans and speeds and how it works to get connected.

Under s 20(2)(a), the salesperson on the call must still consider whether he "may be experiencing vulnerable circumstances." Age is a listed cause, so the agent is pushed to make a judgement based on the sound of his voice or his date of birth.

If the sales agent decides he may be vulnerable, s20(3) requires the agent to tell him about the support on offer and ask whether he wants it. A capable customer is likely to find that patronising. It also risks treating him less favourably because of his age, which the Age Discrimination Act 2004 prohibits when providing services.

If the agent doesn't flag him, and a complaint arises later, the provider has to show that its process "proactively identified" vulnerable consumers. That pushes providers towards blanket flagging by age.

The same happens with illness. A WISP installer (who may also be the business owner) is "personnel". If the installer sees mobility aids or medication at a customer's premises that could indicate reduced capacity,

they will be expected to provide an opportunity for the customer to disclose potential personal medical issues or, (if not forthcoming), identify and record possible vulnerability of the customer, which means writing a health inference into the provider's records. Health information is sensitive information under the Privacy Act, and APP 3.3 generally requires consent to collect it. The draft's own s 23(8) then has to restrict who can see the record.

Compare a customer who simply says, "I can't keep up with the bill since my hours were cut," or "Can you send that in larger print? I can't read the bill," or "My daughter usually handles this for me." Each of these shows a real effect on the customer's dealings with the provider. Staff can recognise and act on them without making any assessment or judgement about the person's age, disability, health or wellbeing or proactively looking for '***vulnerability***'.

We highlight s 23 and s 48 in the table below when dealing with support and remedies for vulnerability.

	Vulnerability remedy (s 48)	Support request (s 23)
Question	Was the customer's decision-making impaired by a vulnerability *at the time of purchase*?	Is the request genuine, or fraudulent?
Basis	"Information reasonably available" (s 48(5))	Assess genuineness (s 23(5)(b)); refuse only if "satisfied on reasonable grounds" of fraud (s 23(5)(c))
Limits	Not providing evidence is not decisive (s 48(4))	Not providing evidence is not enough to establish fraud (s 23(6))
Undefined	The level of certainty required	"Genuine," "reasonable grounds," "fraud"

Why a small WISP struggles with both:

- There is no specialist hardship or vulnerability team in a WISP business. The owner or a single support person must decide within 10 business days (s 48(2)) and implement any remedy within 3 business days (s 49).
- The WISP provider can't verify health, family or emotional claims, and shouldn't collect evidence of them.
- A TIO complaint costs the provider a case fee whatever the outcome, even if the outcome is favourable to the provider. Paying out a customer is sometimes cheaper than defending the complaint or suffering a damaging report, so weak claims succeed by default, even if the customer has limited evidence.
- Without clear tests and guidelines, decisions will vary from provider to provider and between the provider and the TIO.

Proposed test of "genuine"

WISPAU would like to see tighter definitions around "genuine" and "fraud".

A request is **genuine** where:

1. it is made by the customer or a person authorised to act for them;
2. the circumstances described are plausible and are said to have existed at the relevant time (for s48, the time of purchase); and
3. the customer gives a reasonable explanation of how those circumstances affected the matter in question (for s48, the purchase decision).

A request may be assessed as **not genuine** where, on the information reasonably available:

- the circumstances arose only ***after*** the purchase;
- the explanation is a change of mind, a better offer elsewhere, or dissatisfaction with price, without a described vulnerability;
- the claim is materially inconsistent with the provider's records from the time of sale, and the customer gives no reasonable explanation; or
- the customer will not give even a brief statement of their circumstances and their effect, where one has been requested under s 23(7)(a).

Fraud means a knowingly false statement made to obtain a benefit.

A request may be assessed as *not genuine* without a finding of *fraud*.

We also ask that s 48 decisions be made on the balance of probabilities, having regard to the information reasonably available, with written reasons and complaints and TIO information given to the customer.

WISPAU provides these examples:

1. Separation, with the ex-partner still living there

- **Claim:** "My ex was living here and pushed me into the faster plan and the mesh. I couldn't afford it alone."
- **Likely outcome:** remedy owed. The claim is plausible and within the definition. The DFSV Standard bars requiring details of the violence, and heavy data use is consistent with her account.
- **Genuine test:** met.
- **Why a WISP struggles:** it can't test the claim at all. It would need to let the customer exit without early exit fees and refund all payments for the equipment, with equipment returned in any condition, plus bear the cost of recovering it.
- **Fix:** ACMA to say how genuineness should be assessed when the DFSV Standard applies. For example, require equipment to be returned in good working order and allow a recovery-cost deduction and a deduction for installation costs.

2a. Renter: "I needed it fast for work, and I've found something better. I was rushed in the decision."

- **Likely outcome:** decline. No vulnerability is described, and it is a change of mind.
- **Genuine test:** fails point 3 of the 'genuine' test as outlined above and the change-of-mind factor.
- **Why a WISP struggles:** the outcome is clear, but the customer can still go to the TIO and the case fee applies.
- **Fix:** a note to s48 that urgency, ordinary time pressure and a later change of mind are not impairments or "other circumstances".

2b. Renter: "I was about to lose my job, I was desperate and signed whatever. I've moved out now and want a refund."

- **Likely outcome:** finely balanced.
  - If the sales record shows a needs inquiry and an informed choice, decline: stressed is not the same as impaired.
  - If there is no sales record, the customer's statement *may* be enough.
- **Genuine test:**
  - If the job was lost after the sale, it fails the timing test. This should use the Financial Hardship Standard instead.
  - If the stress existed at the time of sale, it turns on the sales records and whether the provider gave the required information and followed its sales process.
- **Why a WISP struggles:**
  - Records from the time of sale are the only defence.
  - The renter may have left the premises, so equipment may be hard to recover, if at all, and could be in poor condition.
- **Fix:** rely expressly on records kept under s38, 42 and 43 by the WISP provider. Allow recovery-cost deductions where the customer has left the premises or equipment is in poor condition.

3. Sign-up after a cyclone or flood

- **Likely outcome:** remedy likely where the customer describes the disaster's effect. Natural disasters are listed, and the circumstances are easy to verify.
- **Genuine test:** usually meets points 1 and 2 of the 'genuine' test as outlined above. The question is whether the customer explains a real effect on the decision (point 3), or simply bought what they needed at the time.

- **Why a WISP struggles:** every sign-up in the months after a disaster is exposed, at exactly the time regional WISPs are restoring connectivity and connecting customers who need an essential service restored (and this may be due to another provider's time frame for restoration not being met).
- **Fix:** where the provider followed a documented post-disaster sales process, there should be a presumption that the decision was not impaired.

4. Language barrier, raised 5 months later

- **Likely outcome:**
  - If records show interpreter details were offered and the customer confirmed understanding but declined an interpreter, decline.
  - If the customer requested an interpreter and one was not offered, a remedy is likely, and the claim may also be treated as mis-selling.
- **Genuine test:** turns on point 3 of the 'genuine' test and consistency with the sales records.
- **Why a WISP struggles:**
  - A small provider rarely records calls.
  - A loss here also risks an entry in the quarterly mis-selling report (s 41).
- **Fix:** where the provider offered interpreter information (either by website, CIS documentation, email or sales call) and recorded the CIS acknowledgment by the customer, it should be presumed to have taken reasonable steps.

5. Cognitive decline, raised by an adult child

- **Likely outcome:** first confirm the child's authority (s 23(5)(a), s 24). Then the remedy is likely if a plausible account is given.
- **Genuine test:** point 1 of the 'genuine' test (authority) is the key issue. Points 2 and 3 can rest on a statement from the family.
- **Why a WISP struggles:**
  - It can't assess capacity at the time of the purchase.
  - Collecting health information raises Privacy Act issues.
  - The parent may disagree with the child on their cognitive abilities.
- **Fix:** where the customer has capacity and disagrees with the representative, the customer's view should prevail.

6. Mental health episode at the time of purchase

- **Likely outcome:** remedy likely if the customer gives a statement. The provider can't reasonably test the claim.
- **Genuine test:** met by a statement. Asking for medical evidence would be disproportionate under s 23(3).
- **Why a WISP struggles:** there is no realistic way to decline.
- **Fix:** none needed if the customer's statement is accepted and the cost is limited by the equipment conditions (as outlined further below).

7. Bereavement

- **Likely outcome:** remedy likely. "Other circumstances" covers it.
- **Genuine test:** usually met. The timing (death before purchase) is easy to state.
- **Why a WISP struggles:** testing the claim would normally be inappropriate, so the WISP effectively has to accept it.
- **Fix:** as for example 6.

8. Undisclosed financial hardship, with equipment paid upfront

- **Likely outcome:** a balanced judgement. The customer paid upfront, which suggests they could afford it. The customer did not disclose any issues at the time.
- **Genuine test:** check timing. Where the circumstances existed before the sale, apply point 3 of the 'genuine' test.
- **Why a WISP struggles:** there was no requirement for a credit assessment, so nothing was required or available to flag the risk at the time.
- **Fix:** route undisclosed hardship to the Financial Hardship Standard.

9. Pressure from an adult son living at home (not domestic violence)

- **Likely outcome:** a balanced judgement. Elder financial abuse may be plausibly within "other circumstances," and heavy usage supports the account.
- **Genuine test:** usually met on a statement.
- **Why a WISP struggles:** it is pulled into a family dispute or issues between parent and children it had no way of seeing.
- **Fix:** ACMA to clarify whether pressure from family, outside the scope of the domestic, family and sexual violence standard, is a vulnerable circumstance.

What the examples show

- **Effectively impossible to test:** health, grief, family pressure and DFSV (examples 1, 5, 6, 7, 9).

In these instances WISPs would have to accept the customer's statement, but we request that the Standard limit the costs so that:

- all equipment provided for connection of the service must be returned in good working order, allowing for fair wear, otherwise the cost is not refunded;
- deductions are allowed for installation and recovery costs;
- providers have the option to leave fixed equipment in place if recovery costs are too high (consider remote and very remote locations); and
- s48 is limited to vulnerabilities that were disclosed or indicated at the time of sale by the consumer (not simply implied by the provider), where the cost would otherwise be disproportionate for small providers.

8.3 Q17: remedies

Mis-selling is defined too widely. Paragraph (a) of the definition in s5 makes it mis-selling to fail to comply with "any or all of the responsible selling obligations".

A sale where the CIS was provided but the acknowledgment was not recorded (s 42(1)(b)) would be mis-selling, triggering customer contact within 7 business days (s 45(7)), an offer of refund or contract termination (s 45(8)) and a report to the ACMA (s 41).

The 2019 Code tied remedies to inaccurate information the customer relied on (cl 4.4.1). We ask that paragraph (a) be limited to breaches that caused or were likely to cause detriment to the customer.

Paragraph (f) and the site survey. Paragraph (f) makes it mis-selling to sell a product the provider "had no reasonable confidence would be able to be delivered". Fixed wireless is often sold before line of sight is confirmed by an onsite survey. If the survey fails, the sale could be treated as mis-selling, with a remedy and a s 41 report. We ask the ACMA to confirm that a sale made subject to a site survey, with the customer told so, is not caught.

Becoming aware (s 45(2)). A TIO complaint or customer allegation alone should not count as the provider becoming aware of mis-selling. The obligation should start once the provider has assessed the claim and found mis-selling.

The vulnerability remedy should match the paper. The paper describes the return of a device "provided that it is in good working order" for a "pro rata refund based on the time elapsed" (page 16). Section 48(6)(b)(ii) requires a refund of "any payments made" for the goods, with no condition

requirement, no time adjustment and a six-month window. The paper also notes that the general mis-selling remedies already apply where a provider should reasonably have been aware of a customer's vulnerability (page 17). Section 48 therefore covers cases the provider could not have seen, which is why its costs need the limits set out below.

Example J: A customer has a roof antenna installed for $200 and a MESH router for $250 and claims the vulnerable remedy five months later. The member must refund the equipment payments in full, send a technician to recover a five-month-old roof radio antenna and wi-fi router (that could be in poor or damaged condition), and bear the original installation labor cost. Reviewing the account, the customer has consistently maxed out the data usage, shown no issues with the connection of the service and made no complaints during the time about the service.

Many WISPs keep ownership of the antenna and radio. In that case the s 48(6)(b) refund of "payments made for the goods" should not apply. Installation is a service, not necessarily classified as "goods", so it may not be refundable at all. We request ACMA to confirm and state installation fees aren't refundable under s 48.

As previously stated, WISPAU requests that the Standard limit the costs so that:

- all equipment provided for connection of the service must be returned in good working order, allowing for fair wear, otherwise the cost is not refunded;
- deductions are allowed for installation and recovery costs;
- providers have the option to leave fixed equipment in place if recovery costs are too high (consider remote and very remote locations); and
- s48 is limited to vulnerabilities that were disclosed or indicated at the time of sale by the consumer (not simply implied by the provider), where the cost would otherwise be disproportionate for small providers.
- remove the cost of installation of equipment needed for the service and not be classified as goods (consider the example of an installed NTD for nbn vs the subscriber roof radio for a WISP – the "goods" are the connected wifi router – not the equipment or labor for the installed for the service)

Timeframe for remedies (s 49). Three business days is too short where a remedy means recovering roof-mounted equipment (consider also rain events that may delay safe working practices in such circumstances). We ask that s 49 allow the time reasonably needed for a site visit.

Provider-initiated technology change (s 47). WISPs upgrade radio platforms and change frequency bands, sometimes because spectrum arrangements change. Where the provider replaces the customer's equipment at no cost, s47(4) is satisfied and we have no objection. We ask that s47 not apply where a change is required by law or by a regulator's spectrum decision and the provider offers the nearest available equivalent.

Mobile coverage remedy (s 46). This applies only to mobile services and does not affect most members.

8.4 Q18: public reporting of mis-selling

We oppose public reporting for providers under 30,000 services. With the definition as drafted (in particular paragraph (a) of the definition of mis-selling), a published count would mostly reflect procedural slips which are not likely to cause detriment to the customer or the service provided to the customer, and a single entry against a provider with a few hundred customers in one district is easily misread.

We would however support public reporting if the provider had deliberately and repeatedly engaged in mis-selling that caused detriment to customers, once procedural slips without detriment to the customer are removed from the definition of mis-selling.

WISPAU also asks the ACMA to confirm that s 41 does not require a nil report each quarter, and that smaller providers report annually. Section 41(2)(b) refers to a "small provider", which is not defined.

We also note that there is no current format for such a report and that the ACMA should consider an online reporting portal to make the submission of reports easier for smaller providers or offer a template for the report so that reports are standardised across providers.

9. Billing, other matters and commencement (Q21 and Q22)

9.1 Billing and payment

Notices before every direct debit. Under the 2019 Code a customer paying a fixed amount by direct debit could agree not to receive a bill each period (cl 5.2.1(b)). The draft keeps that for bills, by explicit informed consent (s 80(2)), but s 87(3) requires a notice at least 3 business days before every scheduled debit with no opt-out.

Example K: A customer has paid $80 on the 1st of each month for six years and has asked not to be emailed invoices. Under s 87(3) the member must now send a notice before each debit, 12 a year, stating a date and amount that never change. We ask that s 87(3) carry the same consent-based exception as s 80(2) for fixed recurring amounts.

Two fee-free payment methods. The 2019 Code required one fee-free method (cl 5.6.1); the draft requires two, one manual (s 86(1), s 82(2)(a)). We accept the aim of giving customers an alternative to direct debit.

Real-time payment application. Section 86(2) requires payments to be applied "as near as reasonably practicable to real time", against 48 hours to 5 working days in cl 5.6.3. Bank transfers and BPAY settle in batches the provider does not necessarily control. We read "after receiving notification of payment" as starting the clock at the provider's receipt of the settlement file and ask the ACMA to confirm that reading.

Payment processor retries (s 88(3)). Many members use payment processors that retry a failed debit automatically, some daily. We ask that a processor's standard retry schedule be permitted, or that s 88(3) be removed, since a customer in difficulty can seek help under the Financial Hardship Standard.

Payment dates and cancellation (s 87(6), (7)). Many members bill every customer on the same day. We ask that offering a choice between a small number of fixed dates satisfy s 87(6)(a), and that s 87(7) allow 3 business days to cancel a direct debit.

Usage information (s 78, s 79). Section 78(1)(a) requires usage information no more than 12 hours old for every customer, including on unlimited plans. We ask that s 78 and 79 apply only to plans that are not unlimited.

Preferred communication method and time (s 21). Off-the-shelf billing systems cannot send each customer's bills, receipts and notices at a chosen time. We ask that a preferred time apply only where reasonably practicable, and not to routine account communications.

9.2 Other matters (Q21)

Change of carrier (s 74). The 2019 Code applied where a supplier moved its customer base "to an alternate wholesale network provider" (cl 9.9.1). The draft applies where a provider proposes "to transfer all or part of its customer base to another carrier".

Example L: A WISP that owns its access network changes the company supplying backhaul to one tower. Customers keep the same service, equipment, plan and provider. Read literally, s 74 could require 20 business days' written notice to every affected customer and a fee-free exit right. We ask that s 74 be limited to changes of the network that delivers the service to the customer's premises.

Back-billing. The 160-day limit on billing old charges (cl 5.4.2(c)) has not been carried over. We ask whether its removal is intended. If it is not, we support carrying it over, with exceptions where the customer or a wholesale supplier caused the delay, and an interest-free payment arrangement on request for late-billed charges.

Protected periods and the billing address (s 5, s 95(2)). Paragraph (b) of the definition of "protected period" turns on a natural disaster "occurring in the area of the customer's billing address". For

a fixed service, the location that matters is where the service is delivered. For a fixed wireless service, that's the premises where the antenna is mounted. The billing address is often somewhere else:

- rural customers may use a PO Box or a post office in a nearby town;
- property owners, including absentee landholders, retirees and investors, may live in another town or state while a family member, manager or tenant lives on the property;
- business and farm accounts are often billed to an accountant, head office or the owner's home address;
- one account may cover services at more than one property.

As drafted, protection follows the bill, not the person or the service. That gets the outcome wrong both ways.

Example M: The PO Box customer. A customer lives on a cattle property 60 km from town, which is cut off by floodwater for nine days, and receives bills at a PO Box in town, which is not flooded. Under s 95(2) the member could restrict or suspend her service during the flood. On the same day it would have to pause action against a customer whose billing address is in the flood zone but whose service is at an unaffected property elsewhere.

The first customer is exactly who the protection is meant for. She can't get to town to pay, may have no other connection, and is relying on the service for emergency information. The second customer gets a pause they don't need.

Many rural and remote WISP customers bill to a different address from where their service is delivered. For those customers, the protection would often miss the people it is meant to protect.

We ask that paragraph (b) be amended to refer to a natural disaster occurring in the area of the service address. Where a provider has no fixed service address for a service, the billing address could be used, or any other address the provider holds for the customer. The provider's obligation should be limited to addresses it actually holds for that service.

Customer service issues (s 61(3)(b)). Section 61(3)(b) requires a status update every 2 business days on an unresolved customer service issue. For a tower fault, this overlaps with the Customer Communications for Outages Standard. We ask that small providers be required to give material updates only.

Provider-initiated changes (s 64, ss 72 to 75). The 20 business day notice in s 64 should apply only to material changes, with an exception for urgent network or security changes. The fee-free exit right in s 72 to 75 should apply only where the change has a material adverse impact on the customer.

9.3 Commencement (Q22)

Section 2 has no date and, apart from s 19 and s 41(2), no transition. The 2019 Code gave five months for its larger changes (cl 1.6.2). We ask for 12 months from commencement, for providers under 30,000 services, for the following.

Obligation	Draft section	Why time is needed
Written policies, assessed training, monitoring program	s 8 to s 13	Materials must be written from scratch; WISPAU is considering shared templates for members.
Credit assessment	s 50 to s 54	Bureau contracts, credit reporting policy, staff training, sign-up changes, billing platform changes. The definition of affordability indicators is not yet drafted or known.
Machine-readable CIS	s 31(1)(a)	Depends on any ACMA format or template.

Obligation	Draft section	Why time is needed
Preferred communication method	s 21	New data field and logic in billing and CRM systems. Will depend on software platform providers updating rather than the WISP directly.
Payment and direct debit rules	s 86 to s 88	Billing platform changes; many members rely on third-party software with its own release cycle. This will depend on software updates and changes by that provider.
Reminder notice sequence	s 92 to s 95	Three new notice templates and rebuilt overdue-account workflows. Again, possible changes to platform software.
Record keeping	s 100, s 101	New records in each of the areas above.

Obligations that depend on terms not yet settled, such as affordability indicators, or on billing software vendors, should not commence until those are settled, with the 12-month period running from then. We support a staged commencement.

10. Drafting matters

Recommendation 14. These appear to be errors or inconsistencies in the draft or between the draft and the paper.

Location	Issue	Suggested fix
s 5, "affordability indicators"	Placeholder. Opening words refer to household or median income, which does not fit the customer-specific use in s 50(7)(c).	Publish the list for comment before the Standard is made.
s 5, "mis-selling" (a)	Any breach of a selling obligation is mis-selling.	Limit to breaches causing or likely to cause detriment.
s 5, "upfront service only contract"; s 50(2)	Narrower than the paper's "service-only contracts" (page 12).	Exempt all service-only contracts.
s 5 ‘protected period’ (b)	Tied to billing address, not service address	Refer to the service address or connection point, falling back to the billing address.
s 50(1); paper page 12	The paper says assessments apply at "$300 or more"; the draft says "more than" the limit.	Align the wording.
s 41(2)(b)	"Small provider" is not defined.	Define the size of a small provider, or state "a provider that is not a large provider".
s 48(6)(b)(ii)	Full refund of equipment payments; paper (page 16) says pro rata and requires goods to be in good working order.	Align with the paper and WISPAU suggestions (section 8.3).
s 53(2)(b)	"Financial hardship" is a defined term that refers to obligations under an existing contract the customer expects to meet with assistance; it does not fit a decision to enter a contract.	Use "substantial hardship", as in the NCCP Act.
s 30(1)(l), (m)	"Mandatory payment methods" is undefined.	Define or reword.
s 31(1)(a)	Requires a machine-readable CIS while Q2 is open.	Hold until any format is settled.
s 19	No WCAG conformance level.	State WCAG 2.2 Level AA, fixed at the version current at commencement.

Location	Issue	Suggested fix
s 74(1)	"Another carrier" is wider than cl 9.9.1.	Limit to the access network serving the customer.
s 77(2)(c) and s 91(2)(f)	Late payment fees listed, collection charges barred.	State whether a reasonable late fee is permitted.
s 93(7)	Emergency-number access on suspension assumes a voice service.	Apply only where the provider supplies voice.
s 95(2), s 5 "protected period"	No end point for a natural disaster; effect on notice periods not stated. "Natural disaster" is borrowed from the Customer Communications for Outages Standard.	Define the end; state that periods pause.
s 96(1)(b)	Any notice defect triggers restoration.	Add a cure period for minor defects.
s 5, "suspension"	Excludes emergency numbers, duplicating s 93(7); unclear whether it governs the verb “suspend”.	Remove the exclusion and deal with emergency numbers in Part 8 only.
s 5, "protected number" (e)	“Any other numbers required by law” is open-ended.	List the numbers.
s 17(2); s 18(a), s 30(1)(w)	Listing interpreter contact details could count as information in another language and trigger s 17(2).	Confirm that it does not.
s 34	Assumes the provider supplies equipment with accessibility features.	Apply only where the provider supplies such equipment.
s 36(c)	Strict liability for unsuitable sales where information is incomplete.	Add “knowingly”.
s 48(6)(b)(ii); s 46(2)(b)(ii), s 47(5)(b)(ii)	Sections 46 and 47 require goods returned in good working order; s 48 does not.	Add the same condition to s 48.
s 97(2)(b), (d)	Unclear whether the review and implementation periods total 2 or 4 business days.	Clarify, and allow longer for small providers.

WISPAU supports a recommendation that the ACMA convene a multi-stakeholder working group, including small providers, to co-design the final Standard.

We would welcome the opportunity to participate in a further targeted consultation and to provide further member data to assist the review and finalization of the TCP Standard.

Yours sincerely,

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