



Telecommunications  
Industry  
Ombudsman

# Telecommunications Industry Ombudsman Terms of Reference

To come into effect on  
~~1 January 2022~~ [Date]

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## PART 1: INTRODUCTION TO THE TELECOMMUNICATIONS INDUSTRY OMBUDSMAN SCHEME

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- 1.1 We provide an independent external dispute resolution service for the telecommunications industry as set out in **Part 2** of these Terms of Reference.
- 1.2 We also exercise jurisdiction, powers, and functions as may be conferred by or under any legislation, instrument, regulation, or code. This includes dealing with land access objections as set out in **Part 3** of these Terms of Reference.
- 1.3 We have a role in supporting improvements in industry practice and policy. As part of this role, we:
- (a) identify and investigate systemic issues, including those that may need to be referred to **regulators** for enforcement action;
  - (b) contribute to policy formulation and debate; and
  - (c) report on the **consumer** experience of **telecommunications services** through **complaint** data and trends.
- This role is set out in **Part 4** and **Part 5** of these Terms of Reference.
- 1.4 In exercising our powers, we will do what we consider ~~what~~ is fair and reasonable in the circumstances having regard to the law, relevant industry codes, guidelines, and good practice.
- 1.5 Our service is free of charge for **consumers** and **occupiers** who access the Telecommunications Industry Ombudsman scheme.
- 1.6 Our **members** have a range of obligations to comply with our scheme, as set out in **Part 6** of these Terms of Reference.
- 1.7 We operate as an independent not-for-profit company authorised by legislation and governed by a **Board**. Management of our scheme is outlined in **Part 7** of these Terms of Reference.
- 1.8 We deliver a service that is accessible, independent, fair, accountable, efficient and effective, in accordance with:
- (a) telecommunications legislation; and
  - (b) the **Government Benchmarks for Dispute Resolution**.
- 1.9 We are committed to operating an inclusive service that is free from harassment and discrimination and respects and embraces diversity of our employees, **consumers**, and **members**.
- 1.10 We undertake regular outreach activities, including with vulnerable and disadvantaged communities, to promote broad accessibility and awareness of our service.
- 1.11 These Terms of Reference apply from ~~1 January 2022~~ [date].

## PART 2: OUR COMPLAINT HANDLING ROLE

### Our complaint handling jurisdiction

#### Complaints we handle

- 2.1 We can handle **complaints** made by **consumers** and **occupiers** about **members** of our scheme.
- 2.2 We can handle **complaints** from **consumers**, including about:
- (a) **telecommunications services** that a **member** offers or supplies to the **consumer**;
  - (b) a problem with telecommunications equipment supplied by a **member**, or with a **member's** network infrastructure, that affects the **consumer's** access to a **telecommunications service** supplied or offered by a **member** (including but not limited to a **SIP complaint**);
  - (c) services related to telecommunications or equipment, such as repair, maintenance, and technical support;
  - (d) bill or debt claimed against the **consumer** and related **credit management action** or the **member's** response to the **consumer's** financial hardship circumstances;
  - (e) fault, failure, or delay in the supply of a **telecommunications service**;
  - (f) loss of a phone number or email account;
  - (g) breach of privacy;
  - (h) operator services;
  - (i) directory listings other than business directories; **and**
  - (j) failure to comply with a relevant code or guideline; **and**
  - (k) the complaint handling practices of members.
- 2.3 We can handle **complaints** from **occupiers**, including about:
- (a) **property damage** on an **occupier's** land, including disputes over liability for costs associated with repairing, restoring, or replacing property;
  - (b) bill or debt claimed by a **member** against an **occupier**; and
  - (c) unsafe or non-compliant **carrier** infrastructure on the **occupier's** land (or proposed to be put on the **occupier's** land), and
  - (d) non-compliance by a **member** with laws relating to land access activities, or the terms of a land access agreement with an **occupier**.
- Objections to land access activities proposed by a **member** are considered separately in **Part 3** of these Terms of Reference.
- 2.4 We can exercise additional jurisdiction and powers where a law, standard, determination, or code confers such powers and jurisdiction on the Telecommunications Industry Ombudsman.
- 2.5 We can handle any other **complaint** where agreed to by us and the parties to the **complaint**. The parties can agree to us making a binding **decision** that exceeds the maximum value of compensation we can award under clause **2.10**.

## Complaints we do not handle

- 2.6 We will not handle **complaints** if we are prohibited from doing so under legislation,<sup>1</sup> including **complaints** about:
- (a) setting of pricing; and
  - (b) the content of a content service.
- 2.7 We will not handle a **complaint** about the general telecommunications policy or commercial practices of a **member**.
- 2.8 We will not handle a **complaint** where either party has commenced proceedings in a court or tribunal unless there are exceptional circumstances.
- 2.9 We will not handle a **complaint** if we decide it is more appropriately dealt with by another body or in another forum, including an agency or another dispute resolution service.
- 2.10 The value of compensation we award cannot exceed \$100,000, and we may refuse to handle the **complaint** where we estimate the value of the claim is likely to exceed this amount. The total value is calculated as the combined amount of all claims raised by the **consumer** or **occupier** arising from an event or same set of circumstances.
- 2.11 For **complaints** other than those about privacy, the value of non-financial loss compensation we can award cannot exceed \$1,500.
- 2.12 We may stop handling a **complaint** under clauses 2.44-2.46.

## Time limits for bringing a complaint to us

- 2.13 We can accept a **complaint** if the **consumer** or **occupier** complains to us within two years of first discovering the issue or problem.
- 2.14 If a **consumer** or **occupier** complains to us later than two years after discovering the issue or problem, we may still accept the **complaint** if it is within six years of discovering the issue or problem. In deciding whether to accept the **complaint**, we will consider the reason for the delay, when the **consumer** or **occupier** should reasonably have first discovered the issue or problem, and any impact the delay might have on the **member**.
- 2.15 We will not handle the **complaint** if a **consumer** or **occupier** complains to us more than six years after they first discovered or should reasonably have discovered the issue or problem.

## How consumers and occupiers can make a complaint to us

- 2.16 **Consumers** and **occupiers** can complain to us in writing or by speaking with us.
- 2.17 A representative may make a **complaint** on behalf of a **consumer** or **occupier**. We may require the **consumer** or **occupier** to confirm they have authorised this representative. We may decide to stop dealing with an authorised representative if we believe the representative has a conflict of interest or is acting inappropriately or unreasonably.
- 2.18 Where we consider it appropriate, we may require a **consumer** or **occupier** to put their **complaint** in writing or only contact us through a representative.
- 2.19 A **consumer** or **occupier** may withdraw their **complaint** at any time.

## How we handle complaints

- 2.20 We will only consider a **complaint** after the **member** has had a reasonable opportunity to consider the issues. If a **consumer** or **occupier** raises a matter with us before ~~it has been raised with the member~~ has had a reasonable opportunity to consider the matter, we may assist the **consumer** or **occupier** to raise the matter with the **member**.

- 2.21 When we receive a **complaint** in our jurisdiction, we will promptly tell the **member** about it.
- 2.22 To assist in resolving a **complaint**, we may request information or action from a **member** other than the **member** about which the **complaint** has been made. If we make such a request, clauses **2.24-2.46** will apply as if the **complaint** was made about the assisting **member**.
- 2.23 We may join more than one **member** as a relevant party to a **complaint**. This may be in situations where their involvement is needed to resolve the **complaint**.
- 2.24 We will work with the **consumer** and the **member** to see if they can agree on a way to resolve the **complaint**.
- 2.25 We may investigate and request information from parties, and help the parties to the **complaint** reach a resolution. Our published Complaint Handling Procedures set out how we will do this.
- 2.26 If a party does not give a reasonable explanation for not giving us information we ask for, we can draw inferences from their failure to provide information, including:
- (a) the party does not have information or evidence to support their position; or
  - (b) the information the party holds supports the other party's position.
- 2.27 We may issue a temporary ruling under clauses **2.33-2.35**.
- 2.28 We may make a **recommendation** about how the parties can resolve the **complaint**. A **recommendation** is not binding on the **member**.
- 2.29 Where a **complaint** is unresolved, we may make a **decision** under clauses **2.36-2.43**.
- 2.30 Where we make a **recommendation**, temporary ruling, or **decision**, we will provide the parties to the **complaint** with our reasons. We will provide written reasons at the request of either party.
- 2.31 When we consider it fair and reasonable to do so, we may hold a **member** responsible for the acts or omissions of another person, including a third party provider, related company, agent, dealer, contractor, employee, or authorised representative.
- 2.32 If the conduct of a **member's** representative is unreasonable, we may require the **member** to appoint an alternative contact for some or all of the **complaints** we handle about that **member**, or we may request the **member** communicate with us in writing.

### **We may issue a temporary ruling**

- 2.33 We may issue a temporary ruling about a **member's** actions while we are handling a **complaint**. A temporary ruling is binding on the **member**.
- 2.34 A temporary ruling may require a **member** to do or to not do, or cease doing certain things, including:
- (a) lift a restriction on a service;
  - (b) reconnect a service;
  - (c) remove a default listing;
  - (d) buy back a debt;
  - (e) stop legal proceedings to recover a debt; and
  - (f) stop **credit management action**.

- 2.35 A temporary ruling can be in place for up to 90 days. If we decide to extend a temporary ruling, each extension may be for no longer than a further 90 days.

### We may make a decision

- 2.36 Where a **complaint** is unresolved, we may make a **decision** about how the **complaint** should be resolved.
- 2.37 When we make a **decision**, we will inform the parties to the **complaint**.
- 2.38 A **decision** may require a **member** to do or not do, or cease doing an act, including:
- (a) refund or pay money to a **consumer** or **occupier**;
  - (b) waive all or part of a bill;
  - (c) stop legal proceedings to recover a debt or apply hardship arrangements;
  - (d) pay compensation for financial loss resulting from no **telecommunications service** or a poor quality **telecommunications service**, privacy breach, or **property damage**;
  - (e) pay compensation for non-financial loss;
  - (f) pay compensation to reimburse the **consumer** or **occupier** for the expense of having to deal with the situation or **complaint**;
  - (g) provide a **telecommunications service** or resolve a service problem;
  - (h) repair or replace equipment or a device offered or supplied by the **member**;
  - (i) correct, add, or remove an entry in a directory or record, including a credit report;
  - (j) provide specific operator services; ~~and~~
  - (k) repair or replace damaged property
  - (l) connection of a property premises to a qualifying telecommunications network
  - (m) remove non-compliant infrastructure from an occupier's land; and
  - ~~(n)~~ (n) comply with laws regarding land access activities, or the terms of a land access agreement with an occupier.
- 2.39 We may decide that a **member** is to pay compensation for non-financial loss:
- (a) for a **complaint** relating to an individual's privacy rights – injury has occurred to the **consumer** or **occupier's** feelings or humiliation has been suffered by the **consumer** or **occupier**; or
  - (b) for other **complaints** – an unusual degree or extent of physical inconvenience, time taken to resolve the situation or interference with the **consumer** or **occupier's** expectation of enjoyment or peace of mind has occurred.

### When a decision becomes binding

- 2.40 If a **consumer** or **occupier** accepts our **decision**, the **decision** becomes binding on the **member**, who must implement the **decision**.
- 2.41 The **consumer** or **occupier** must tell us if they accept our **decision** within the timeframe we specify, otherwise we may decide to close the **complaint**. We will only reopen the **complaint** in exceptional circumstances.
- 2.42 A **consumer** or **occupier** is not bound by a **decision**, however if they accept the **decision** they must:
- (a) accept the resolution set out in the **decision** in full and final settlement of the **complaint**; and
  - (b) not take any further action against the **member** about the **complaint**.

- 2.43 If the **consumer** or **occupier** does not accept the **decision**, it is not binding on the **member**, and the **consumer** or **occupier** is free to take further action in an alternative forum, such as a court.

### We may stop handling a complaint in certain circumstances

- 2.44 We will stop handling a **complaint** at any time if:
- (a) we form the view that it is outside our jurisdiction;
  - (b) the **consumer** or **occupier** withdraws the **complaint**; or
  - (c) the **consumer** or **occupier** initiates a claim in a court or tribunal or lodges a **complaint** with another body while we are considering the same matter unless there are exceptional circumstances.
- 2.45 We may decide to stop handling a **complaint** when we consider it is reasonable to do so, such as when:
- (a) the **consumer** or **occupier** dies;
  - (b) the **member** ceases to trade;
  - (c) the parties to the **complaint** have agreed to a resolution that fully resolves the issues in dispute;
  - (d) the **consumer's** or **occupier's** conduct is unreasonable;
  - (e) the **complaint** is not made in good faith;
  - (f) the **consumer** or **occupier** does not respond to our request for information or for documents relevant to handling the **complaint**;
  - (g) the value of the **consumer's** or **occupier's** claim for compensation exceeds \$100,000;
  - (h) the **complaint** is more appropriately dealt with by another body or in another forum; or
  - (i) we are satisfied the **member** has made a fair offer to resolve the **complaint** and the **consumer** has not accepted the offer.
- 2.46 We will only recommence handling **complaints** we have stopped handling in exceptional circumstances.



## PART 3: OUR LAND ACCESS ROLE

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- 3.1 We have a statutory role in dealing with and giving directions on objections to land access activities proposed by **carriers** under Schedule 3 of the *Telecommunications Act 1997* (Cth).
- 3.2 These activities include the installation of low-impact facilities, land inspections, and facility maintenance.
- 3.3 We may only deal with objections made and referred in accordance with the relevant code made by the Minister.<sup>2</sup>
- 3.4 We may exercise discretion to defer dealing with a matter.
- 3.5 Our published guidelines explain how we investigate the land access objections referred to us, including information we may seek to determine the objection.

<sup>2</sup> *Telecommunications Act 1997* (Cth), schedule 3, sub-clause 15(1).

## PART 4: OUR INDUSTRY IMPROVEMENT ROLE

### Our systemic issues role

- 4.1 We support improvements in industry practice by identifying and investigating systemic issues.
- 4.2 A systemic issue is one that has or is likely to have a negative effect on a number of **consumers** or **occupiers**, or a particular type of **consumer** or **occupier**, including about:
- (a) **members'** systems, policies, processes, or practices;
  - (b) repeated conduct by a **member** that indicates potential non-compliance with the law, regulatory requirements, or good industry practice; and
  - (c) widespread issues driving **complaints**, which may arise from general industry practices, gaps in **consumer** or **occupier** awareness, or the broader regulatory and telecommunications operating landscape.

### How we handle systemic issues

- 4.3 We can identify and investigate a systemic issue with or without a **complaint**.
- 4.4 If we decide to investigate a systemic issue about a **member**, we:
- (a) will inform that **member**; and
  - (b) may request information or documents from that **member** at any time.
- 4.5 We may wait until we have finalised a systemic issue investigation before handling any **complaints** connected to the issue. However, **complaints** may still be made to us and we may make temporary rulings under clauses **2.33-2.35** as appropriate.
- 4.6 As part of handling and investigating a systemic issue, we may:
- (a) require a **member** to share investigation findings, including any underlying causes and trends;
  - (b) suggest or discuss improvement and remedial actions a **member** should take; and
  - (c) ask the **member** to commit to suitable timeframes set out for any agreed actions.
- 4.7 We may publish guidelines on how we handle systemic issues.

### We can make a systemic issue recommendation

- 4.8 If we cannot resolve the systemic issue by agreement, we can recommend:
- (a) a **member** does or refrains from doing anything necessary to address a systemic issue; and
  - (b) the telecommunications industry (or a segment of the industry) makes improvements that deliver better outcomes to **consumers** and **occupiers**.

We will provide written reasons to the **member**.

### Our policy contribution role

- 4.9 We can contribute to public policy by:
- (a) influencing policy formulation and public debate on issues which impact **consumers**, **occupiers**, **members**, or the broader regulatory and operating landscape;

- (b) making submissions to legislative inquiries, policy development, and other regulatory reform processes; and
- (c) publishing and sharing:
  - i. statistics and trends analysis;
  - ii. case studies or scenarios and insights from **complaints** and systemic issues; and
  - iii. information about our scheme.

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## PART 5: OUR REPORTING AND INFORMATION SHARING ROLES

### Public reporting

- 5.1 We may publicly report on a range of matters to increase awareness and understanding of our scheme and improve **member** and industry practices.
- 5.2 We may publish reports about our activities and issues that relate to our scheme and the telecommunications industry. Reports may include a **decision, recommendation**, or systemic issue recommendation. If we publish a **decision, recommendation**, or systemic issue recommendation, we may also include the details of **complaints**, enquiries, names of **members** (but not **consumers** or **occupiers**), and the reasons for our view.
- 5.3 Our reports may include:
  - (a) statistics and trends analysis;
  - (b) case studies or scenarios and insights from enquiries, **complaints** and systemic issues; and
  - (c) information about our scheme.
- 5.4 We may publish the name of a **provider** if they fail to comply with the obligation to become a **member**.
- 5.5 We may publish the name of a **member** who does not comply with our scheme, and how they do not comply.

### How we work with regulators

- 5.6 We can tell a **regulator** about the conduct of a **member** (or anyone who should be a **member**) when that conduct may be relevant to the **regulator's** compliance and enforcement role.
- 5.7 We may share information with **regulators** to address systemic issues, reduce **complaints**, and contribute to industry improvement.

### Sharing information to promote good practice

- 5.8 We may share information with **regulators**, government bodies, **members**, and community and industry groups for the purposes of promoting good practice and improving the telecommunications industry.

### Sharing information we collect

- 5.9 We will disclose information provided to us if required by law (including privacy legislation).

### Sharing information about our scheme

- 5.10 We may publish information that increases **consumer, occupier**, and **provider** awareness and understanding of our jurisdiction, and our likely approach to handling certain types of **complaints**.

## PART 6: MEMBER OBLIGATIONS

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**6.1** This **Part** sets out **member** obligations under these Terms of Reference. If a **member** fails to comply with these obligations, we may refer the **member's** failure to a relevant **regulator** (including **members** joined or assisting as outlined in clauses **2.22** and **2.23**).

~~6.16.2~~ Without limiting **members'** legal obligations, **members** must take reasonable steps to inform consumers and occupiers about the availability of the **member's** complaint handling service and TIO's free, external dispute resolution service for **complaints**.

### Complying with our processes

#### Cooperating with investigations and processes

~~6.26.3~~ **Members** must cooperate with and respond to our investigations and processes within the timeframes we specify.

#### Responding to requests for information or documents

~~6.36.4~~ When we request information or documents under **Parts 2, 3, or 4** of these Terms of Reference, or about membership of the scheme, the **member** must provide the information or document within the timeframe we specify. Where a **member** is unable to meet a timeframe, the **member** must contact us before the timeframe passes to request an extension and provide reasons for the request. We will only grant an extension of time where we consider it is reasonable to do so.

#### Reasonably considering recommendations to improve complaint handling procedures

~~6.46.5~~ We can recommend to a **member** how the **member** can improve their complaint handling procedures. The **member** must reasonably consider these recommendations.

#### Implementing the agreed resolution to the complaint

~~6.56.6~~ Where the parties to the **complaint** agree to a resolution, the **member** the **complaint** is about, and any **member** joined to or assisting on the **complaint**, must implement the resolution within the timeframe agreed with us or with the **consumer** or **occupier**.

#### Compliance with temporary rulings and decisions

~~6.66.7~~ **Members** must comply with a temporary ruling made by us under clauses **2.33-2.35**.

~~6.76.8~~ **Members** must comply with a **decision** if the **consumer** or **occupier** accepts the **decision**, as set out in clauses **2.40-2.43**.

### Legal action

#### Refraining from taking legal action while we are handling the complaint

~~6.86.9~~ Once we tell a **member** about a **complaint**, the **member** must not take legal action about the **complaint** in a court, tribunal, or alternative dispute resolution forum. Legal action includes beginning legal proceedings, seeking judgment, or taking other legal action to pursue a debt. This prohibition applies unless:

- (a) we have told the **member** we are no longer handling the **complaint**;
- (b) we agree that we did not deal with the **complaint** within a reasonable time;
- (c) legal action is likely to prevent significant:

- (i) risk of physical injury; or
- (ii) damage or interference to equipment or infrastructure; or
- (d) the action is to decide:
  - (i) whether these Terms of Reference allow us to handle the **complaint**; and
  - (ii) the meaning of any part of these Terms of Reference.

### Test case issues

~~6.96.10~~ A **member** may start a test case (including against a **consumer** or **occupier**), or seek advice from another person or body (for example, a **regulator**) to resolve an issue where:

- (a) the **member** thinks the **complaint** involves an important legal or policy issue or a novel point of law; or
- (b) the issue has the potential to significantly impact the **member's** business.

~~6.106.11~~ The following rules apply to test cases initiated by the **member**:

- (a) a **member** may only start a test case about an issue referred to in clause ~~6.910~~. A **member** must not take the action complained about by a **consumer** or **occupier** until this issue is resolved;
- (b) if the **member** starts a test case against the **consumer** or **occupier** it must pay the **consumer's** or **occupier's** reasonable legal costs and expenses, including for any appeal points raised by the **member**, **consumer**, or **occupier**. The **member** must pay those costs as they arise rather than waiting until the end of the legal action;
- (c) before starting a test case, a **member** must provide us with notice that:
  - (i) identifies the issue and the potential consequences;
  - (ii) specifies in which forum the test case will be started;
  - (iii) names any person or body the **member** intends to seek advice from;
  - (iv) specifies a timeframe for the **member** to start the test case or seek advice. This timeframe must be 90 days or less;
  - (v) states that the **member** will pay the **consumer's** or **occupier's** reasonable legal costs and expenses; and
- (d) the **member** may not give us notice if we have already decided the resolution of the **complaint**.

~~6.116.12~~ If a **member** complies with these rules, we will not handle the **complaint** until the specific important issue is determined by a court or body.

~~6.126.13~~ If a **member** does not comply with these rules or if we think a delay in handling the **complaint** is likely to prevent a fair outcome or cause unreasonable difficulties for the **consumer** or **occupier**, we may handle the **complaint** before the specific important issue is resolved.

## PART 7: MANAGEMENT OF THE TELECOMMUNICATIONS INDUSTRY OMBUDSMAN SCHEME

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### How our scheme operates

- 7.1 The organisation that operates our scheme is called Telecommunications Industry Ombudsman Limited which is a public company limited by guarantee.
- 7.2 The organisation is governed by a **Board** and managed by an **Ombudsman**. This **Part** explains their responsibilities.

### The Board's responsibilities

- 7.3 The powers and duties of the **Board** are described in the **Constitution**. The responsibilities of the **Board** include:
- (a) setting and monitoring the strategic direction of the organisation;
  - ~~(b)~~ (b) monitoring the operational and financial position and performance of the organisation;
  - ~~(b)(c)~~ (c) assuring the principal risks faced by the organisation are identified and overseeing that appropriate control and monitoring systems are in place to manage the impact of these risks;
  - (d) appointing and removing the **Ombudsman** (or **Acting Ombudsman**);
  - (e) maintaining the **Ombudsman's** independence in the management and operation of the scheme; and
  - (f) providing advice to the **Ombudsman**.

### The Ombudsman's responsibilities

- 7.4 In accordance with legislation and the **Constitution**, the **Ombudsman** is responsible for handling **complaints**, exercising jurisdiction, powers, and functions as may be conferred by any legislation, instrument, regulation, or code (including considering and determining land access objections), investigating systemic issues, contributing to policy formulation and debate, and reporting on data and trends;
- 7.5 The **Ombudsman** is also responsible for the management of our scheme and the organisation's day to day operations, including:
- (a) developing and implementing plans, budgets, and strategies;
  - (b) identifying and managing operational and corporate risks for the organisation;
  - (c) managing the organisation, its finances, people, and resources;
  - (d) developing operational policies and procedures, including procedures for handling **complaints**.
- 7.6 If there is an **Acting Ombudsman**, the **Acting Ombudsman** will have the same powers, functions and responsibilities as the **Ombudsman**, to the extent allowed by law and the **Constitution**.

## The Ombudsman can delegate responsibilities

- 7.7 Subject to clauses 7.8 and 7.9, the **Ombudsman** may delegate responsibility to employees including any responsibility under a law, industry code, or industry standard unless the law, industry code, or industry standard prevents delegation of the responsibility.
- 7.8 The **Ombudsman** may not delegate **decisions** or temporary rulings except as set out in clause 7.9. The **Ombudsman** may not delegate the **Ombudsman's** statutory power to give directions about land access.
- 7.9 The **Ombudsman** (or **Acting Ombudsman**) can delegate to certain employees (who have been approved by the **Board** as authorised decision-makers), authority to make:
- (a) temporary rulings; and
  - (b) **decisions** where the outcome is no more than \$5,000.

## Changing these Terms of Reference

- 7.10 The **Ombudsman** and the **Board** can suggest a change to these Terms of Reference at any time.
- 7.11 Authority to amend the Terms of Reference rests with the **Board**. The Federal government ministers in charge of communications and consumer affairs policy will be informed of the changes. The **Board** will consider any feedback received before finalising any amendment.
- 7.12 These Terms of Reference can only be amended by a special resolution of the **Board**.
- 7.13 Every 24 months the **Ombudsman** will consider whether the financial limits on the **Ombudsman's** power should be changed and may recommend changes to the **Board**.



## PART 8: INTERPRETATION AND DEFINITIONS

### Interpretation

- 8.1 Without limitation, other documents referred to do not form part of these Terms of Reference.
- 8.2 Where there is a reference to 'including' this means 'including and not limited to'.

### Definitions

<b>Acting Ombudsman</b>	An Acting Telecommunications Industry Ombudsman appointed under clause 15.2 of the <b>Constitution</b> .
<b>Board</b>	The Board of Directors with overall governance responsibility for the business, affairs, and property of Telecommunications Industry Ombudsman Limited, as appointed under the <b>Constitution</b> .
<b>Carrier</b>	A holder of a carrier licence granted under section 56 of the <i>Telecommunications Act 1997</i> (Cth).
<b>Consumer</b>	A <u>person or company (residential, who is a small business or not-for-profit customercompany) (or a prospective or former customer)</u> who: <ul style="list-style-type: none"><li>(a) is, was or intended to be the account holder, purchaser, or end user of a <b>telecommunications service</b> or telecommunications equipment; or</li><li>(b) is a person or company who a <b>member</b> claims is or was its customer.</li></ul>
<b>Complaint</b>	A matter that is raised with us <u>by a consumer or an occupier</u> that remains unresolved after <u>the member has had a reasonable opportunity to consider it being raised by a consumer or occupier with a member.</u>
<b>Constitution</b>	The <i>Constitution of the Telecommunications Industry Ombudsman Ltd</i> ACN 057 634 787.
<b>Credit management action</b>	Action by a <b>member</b> taken because of a <b>consumer's</b> or <b>occupier's</b> failure to pay disputed charges or fees, including: <ul style="list-style-type: none"><li>(a) any communication aimed at collecting disputed charges from a <b>consumer</b>;</li><li>(b) debiting or attempting to debit an amount from a credit card or bank account;</li><li>(c) suspending, restricting, or disconnecting a <b>consumer's</b> service;</li></ul>

	<p>(d) reporting or threatening to report information to a credit bureau; and</p> <p>(e) threatening or initiating legal proceedings to recover a debt.</p>
<b>Decision</b>	A decision by the <b>Ombudsman</b> or authorised decision-maker as to the outcome of a <b>complaint</b> and any direction to a <b>member</b> to resolve the <b>complaint</b> .
<b>Government Benchmarks for Dispute Resolution</b>	The <i>Benchmarks for Industry-based Customer Dispute Resolution</i> , which provide standards for industry based dispute resolution in Australia and New Zealand.
<b>Member</b>	Any person or entity who has membership of Telecommunications Industry Ombudsman Limited, including <b>carriers</b> , <b>statutory infrastructure providers</b> and <b>providers</b> who have an ongoing obligation to comply with these Terms of Reference despite having ceased membership.
<b>Ombudsman</b>	The Telecommunications Industry Ombudsman as appointed under clause 15.1 of the <b>Constitution</b> of the Telecommunications Industry Ombudsman Limited.
<b>Occupier</b>	A person who occupies or owns a property.
<b>Property damage</b>	<p>Property damage includes damage to:</p> <p>(a) the <b>member's</b> property; or</p> <p>(b) the <b>occupier's</b> property.</p>
<b>Provider</b>	<p>A person or entity involved in the supply of <b>telecommunications services</b> who:</p> <p>(a) has a customer relationship and <b>telecommunications service</b> contract with a <b>consumer</b>; or</p> <p>(b) is a wholesaler or any other intermediary in the telecommunications supply chain.</p>
<b><u>Qualifying telecommunications network</u></b>	<u>Qualifying telecommunications network has the same meaning as in Part 19 of the <i>Telecommunications Act 1997</i> (Cth).</u>
<b>Recommendation</b>	A proposed course of action suggested by us to facilitate the resolution of a <b>complaint</b> .
<b>Regulator</b>	A body that regulates the telecommunications industry and/or the supply of telecommunications goods and services, including the Australian

	Communications and Media Authority, the Australian Competition and Consumer Commission, and the Office of the Australian Information Commissioner.
<b><u>SIP Complaint</u></b>	<b><u>A complaint about connection of a property to a <b>qualifying telecommunications network</b> by a <b>member</b> who is a <b>statutory infrastructure provider</b> so that a carriage service provider can provide <b>qualifying carriage services</b>.</u></b>
<b>Small business or not-for-profit</b>	Guidance on our small business and not-for-profit thresholds is available on our website <a href="#">here</a> .
<b><u>Statutory infrastructure provider</u></b>	<b><u>Statutory infrastructure provider has the same meaning as in Part 19 of the <i>Telecommunications Act 1997 (Cth)</i>.</u></b>
<b>Telecommunications service</b>	<p>A service that provides voice or data connectivity, including bundled and other telecommunications related services, but not including the triple zero (000) emergency service.</p> <p>A telecommunications service includes a fixed-line telephone, mobile, or internet service.</p>
<b><u>Qualifying carriage services</u></b>	<b><u>Qualifying carriage services has the same meaning as in Part 19 of the <i>Telecommunications Act 1997</i>.</u></b>