

## Telecommunications Carriers' Forum

# Code for Emergency Voice Calling Services (“Emergency Calling Code”)

<b>Version Number and Status:</b>	<b>Endorsed by the TCF</b>
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## **A. PURPOSE**

1. The purpose of this Code is to set out service performance and Customer information standards for Emergency Calls made via voice telephony services.
2. The Code is based on current system capability and processes. It is anticipated that further technology and overall system enhancements will be agreed outside the Code. Where agreed, the Code will be amended from time to time (in accordance with Clause 52) to reflect system enhancements.
3. This Code will take effect from the date it is approved by the TCF Board and signed up to by Voice Service Providers.

## **B. DEFINED TERMS**

In this Code, unless the context otherwise requires:

**“Audit”** means an audit carried out by the Enforcement Agency under section J.

**“Business Day”** means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays. Regional public holidays are considered to be Business Days.

**“Calling Party Number”** means a set of digits and related indicators (type of number, numbering, plan identification, screening indicator, presentation indicator) that provide numbering information related to the calling party.

**“Carrier”** means an entity that operates:

- (a) a public switched telephone network (or a functionally equivalent system) that originates, transits or terminates calls; and/or
- (b) a public data network.

A Person may be both a Carrier and a Voice Service Provider. If a Party has more than one network, it can be classified as more than one Carrier.

**“Clause”** refers to a clause in this Code.

**“Code Standard Voice Service”** means a Voice Service which:

- (a) allows an end user of the Voice Service to make Emergency Calls; and
- (b) meets all the requirements of Clauses 15 to 27 of this Code.

**“Customer”** means a person who has a bona fide billing relationship with a Voice Service Provider in respect of a Telecommunications Service.

**“Customer Equipment”** means any wiring, hardware, software or other equipment either:

- (a) on the Customer side of the external termination point for Telecommunications Services at an end-user’s premises; or
- (b) otherwise under the control of the Customer (including any device used to

connect to a wireless network).

**“Emergency Call”** means a call made by an end-user via a Voice Service to an Emergency Service Call Taker.

**“Emergency Service Call Taker”** means the Fire Service, Police or Ambulance service call taker who takes calls for the purpose of dispatching the relevant emergency service response.

**“Emergency Service Organisation”** means a Fire, Police or Ambulance organisation which is accessible by an Emergency Call.

**“Enforcement Agency”** means a person(s) nominated by the Telecommunications Carriers’ Forum, whose role is to monitor and enforce compliance of the obligations set out in this Code.

**“Government Agent”** means the Chairman of the Government Emergency Services Working Group.

**“Initial Call Answering Point”** or **“ICAP”** means the first point for answering and handling Emergency Calls and transferring those calls to an Emergency Service Organisation.

**“ICAP Provider”** means the person who operates the ICAP.

**“Matter Outside the VSP’s Reasonable Control”** means any isolated matter of the following kind (whether or not constituting an event of force majeure):

- (a) a matter for which a third party Carrier is responsible such as impairment of the third party Carrier’s network or a failure by the Carrier to connect a call that is handed over by the VSP to the network of that other Carrier;
- (b) an abnormal traffic condition caused by a third party which could not have reasonably been foreseen by the VSP;
- (c) an adverse effect from electromagnetic interference from a third party source (such as interference from electric fences), house wiring or Customer premises equipment (such as computers and computer modems); or
- (d) a breach or likely breach by a third party Carrier of any agreement or arrangement with the VSP or any failure to reach such an agreement or arrangement, which relates directly or indirectly to local residential telephone service and in respect of which the VSP suspends, restricts or refuses to supply services to the third party.

**“National Location Register”** means the database which contains Customer location information for the purpose of processing Emergency Calls (currently the TESA database).

**“Non-Compliant Voice Service”** means a Voice Service that does not allow an end user to make Emergency Calls which meet the requirements of Clauses 15 to 27 of this Code (including for the avoidance of doubt, a Voice Service that does not allow an end user to make any Emergency Calls).

**“Party”** means a Person bound by this Code under the Telecommunications Act 2001 as amended from time to time, or a Person signed up to this Code.

**“Person”** means a legal person and includes a company and any other legal entity.

“Telecommunications Carriers’ Forum” or “TCF” means the Telecommunications Carriers’ Forum Incorporated Society of New Zealand.

“Telecommunication” is the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not, but excluding any conveyance that constitutes broadcasting.

“Telecommunication(s) Service” means any goods, services, equipment and/or facility that enables or facilitates Telecommunication.

“Voice Service” means a Telecommunications Service that provides the ability to originate an end to end speech call between two persons over a public Telecommunications network.

“Voice Service Provider” or “VSP” means any person providing a Telecommunication Service that is a Voice Service to a Customer and who has the billing relationship with the Customer for that service.

### **C. OBJECTIVES AND SCOPE**

#### **4. Objectives**

The Code’s high-level objective is to ensure the effective delivery of Emergency Calls made via voice telephony services. The TCF believes this objective can be achieved by establishing minimum standards that:

- 4.1. can be adopted by Voice Service Providers (VSPs) for Emergency Calls;
- 4.2. are technology neutral and can be adopted by any VSP;
- 4.3. promote end user confidence in the industry; and
- 4.4. achieve a balance between technical capabilities and viability, and end user interests.

#### **5. Accordingly, set out below are:**

- 5.1. performance standards for Emergency Calls;
- 5.2. standards for Customer information to be supplied to the Emergency Service Organisation; and
- 5.3. standards for informing Customers about the availability of Emergency Calls and whether a Voice Service meets the standards of this Code.

6. It is anticipated that all VSPs will become a signatory to the Code and that the Code will set a solid base in the industry for provision of Emergency Calls to end users.

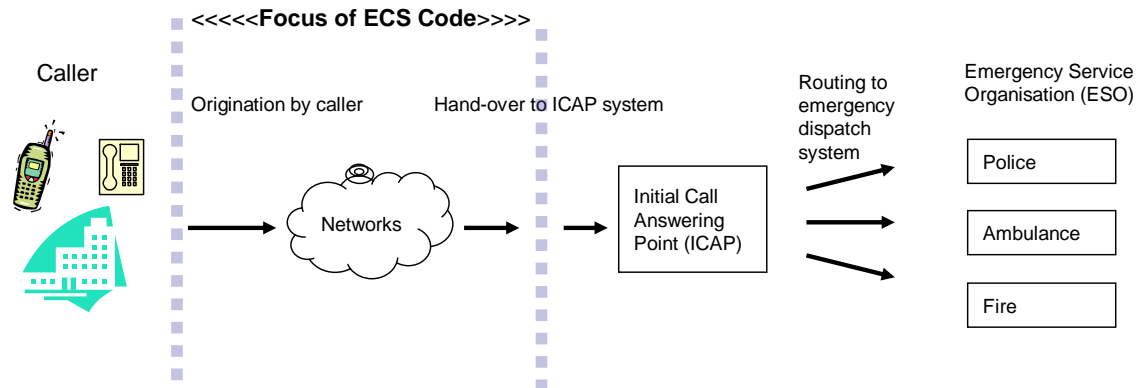
#### **7. Scope**

This Code applies to:

- 7.1. VSPs, in relation to the provision of a Voice Service;
- 7.2. Emergency Calls from the point at which the call is received by the VSP through to where the call is handed off to the ICAP; and
- 7.3. Customer location information held by the VSP and provided to the party who administers the National Location Register.

The scope of the Code is set out in the diagram below.

Path of an Emergency Services Call



**8. Exclusions from Scope**

This Code does not apply to:

- 8.1. system or service elements outside of the VSPs control (for example, Customer Equipment or Emergency Service Organisations' call management systems);
- 8.2. any obligations of the ICAP Provider in its capacity as ICAP Provider; or
- 8.3. any obligations of the Emergency Service Call Takers or Emergency Service Organisations.

**D. OBLIGATIONS OF THE PARTIES**

9. This Code applies to all Voice Services provided by VSPs who are Parties to the Code.
10. Clauses 15 to 27 set out performance standards for Code Standard Voice Services. No Voice Service may be promoted as a "Code Standard Voice Service" unless it meets the all requirements of Clauses 15 to 27.
11. Where a VSP supplies a Non-Compliant Voice Service, the VSP must:
  - 11.1. not call this a "Code Standard Voice Service"; and
  - 11.2. comply with Clause 28.
12. If a Party defaults in the performance of any of its obligations under this Code, that Party will use its best endeavours to remedy the default as soon as possible, and in any case within 30 Business Days of becoming aware of the default, and to prevent a recurrence of the default.
13. **Matters Outside the VSP's Reasonable Control**
  - 13.1. Subject to Clause 13.2, a VSP will not be in breach of an obligation under this Code where and to the extent that performance of the obligation is prevented, wholly or substantially, by a Matter Outside the VSP's Reasonable Control.
  - 13.2. Where the Voice Service is provided wholly or partly over another person's

network, the VSP must purchase a sufficient level of service over that network and, to the extent the VSP becomes aware the purchased service is not being delivered, take reasonable steps to ensure the delivery of that service to enable the VSP to perform their obligations under this Code in the absence of a Matter Outside the VSP's Reasonable Control.

## **E. AVAILABILITY AND QUALITY OF EMERGENCY CALLS**

14. The objective of this section is to establish performance standards for Code Standard Voice Services.

### **15. Emergency Calling**

15.1. VSPs will ensure that Customers using a Voice Service are still able to make Emergency Calls using that Voice Service where:

15.1.1 the Voice Service has been withheld, suspended or restricted for any reason, but has not been disconnected; or

15.1.2 the Voice Service has been disconnected but can still be used to contact the VSP Customer service representative.

15.2. For the purposes of Clause 15.1, a service is disconnected when there has been the final termination of the Voice Service between the VSP and the Customer.

### **16. Handling Emergency Calls**

16.1. VSPs will ensure that the Voice Service provided to a Customer allows any end user to make an Emergency Call by using the Emergency Call number "111".

16.2. VSPs may make a related emergency service number (for example, "112", "911", "999") active in a network, but only with the agreement, and on conditions agreed with Emergency Service Organisations.

16.3. VSPs will carry (or procure the carriage of) Emergency Calls to the ICAP using the most efficient call routing possible given the handover links and handover arrangements that have been established in accordance with any relevant interconnection agreement between Carriers.

16.4. VSPs will test handover arrangements relating to Emergency Calls on a regular basis as agreed by the parties to the interconnect agreement governing the provision and operation of the handover link.

### **17. Priority for Emergency Calls**

VSPs will manage their networks in such a way that Emergency Calls have priority in the network, and where the Voice Service is provided wholly or partly over another person's network, the VSP shall ensure to the extent practical that the other person's network prioritises Emergency Calls.

### **18. Voice Quality and Availability**

18.1. Where a Voice Service is available to Customers with differing grades of service, the VSP will use the highest quality service available on that Voice Service for Emergency Calls.

18.2. In any event, VSPs will design and manage the Voice Service so that in normal operating conditions:

18.2.1 The Voice Service supports a Voice Quality for Emergency Calls of  $R \geq 65$  for 95% of calls, and  $R \geq 50$  for 99% of calls (disregarding in all cases the effect of any Customer Equipment that does not comply with the VSPs published standard), where R is the Transmission Rating Factor as defined in ITU-T G.107 (including any relevant advantage factor for wireless and satellite based providers);

18.2.2 The Core Network (all network excluding access, backhaul and the air interface in wireless or satellite networks) is to have no more than 50 minutes of downtime per annum averaged over all Customer access lines,

18.2.3 The standard provided in Clause 18.2.2 above excludes, in all cases, the impact of:

- a) downtime arising from an event of force majeure or a Matter Outside the VSP's Reasonable Control;
- b) downtime arising from a planned or unplanned outage in an access or backhaul network, or satellite gateway. Access and backhaul networks are predominantly subject to existing regulation; or
- c) partial outages (for example, failure of part of a telephone exchange or voice application server).

18.2.4 The probability of an Emergency Call under normal operating conditions being blocked due to insufficient resources being provided between the point at which the call is received by the VSP through to where the call is handed off to the ICAP, does not exceed 1% of total call attempts for better than 95% of the time and 2% of total call attempts for better than 99% of the time excluding:

- a) an event or force majeure or a specified Matter Outside a VSPs Reasonable Control; or
- b) an outage in a network.

18.3. For the purposes of Clause 18.2, normal operating conditions are the conditions that the majority of Emergency Calls made using the relevant Voice Service will experience when operating within the network's design specification. In the case of a Voice Service provided over a wireless network, normal operating conditions require that adequate coverage is present.

## 19. Reliability

19.1. VSPs will take all reasonable steps to ensure the Voice Service can reliably be used to make Emergency Calls.

19.2. VSPs will develop contingency plans to minimise disruption to Emergency Calls made using the Voice Service in peak traffic and disaster conditions.

In complying with the requirements in this Clause 19, the VSP will act as a reasonable and prudent provider of Telecommunications Service's would act in the same or similar

circumstances.

## **F. CALLER INFORMATION**

20. The objective of this section is to:

20.1. Recognise the important role that the Calling Party Number, Customers name and location information plays to enable the ICAP Provider and Emergency Service Call Takers to respond promptly to Emergency Calls; and

20.2. Accordingly, set standards for Customer information, including Calling Party Number, Customers name and location information, to be supplied when Emergency Calls are made.

### **21. Number Identification**

21.1. VSPs will provide the ICAP Provider with the Calling Party Number, to the extent known by the VSP, for all Emergency Calls made using the Voice Service in the signalling format agreed between the VSP and the ICAP Provider.

21.2. VSPs will provide Calling Party Number information in the format agreed with the ICAP provider.

### **22. Location and Caller Information**

22.1. The obligations set out in this Clause are based on the current systems for providing location information, under which location information is provided to Emergency Service Providers separately to the delivery of the Emergency Calls. Under these current systems the frequency and format for this information is separately agreed between VSPs and Emergency Service Organisations.

22.2. Unless otherwise agreed between the VSP and Emergency Service Organisations, VSPs will provide the National Location Register an extract containing Customer billing name and address details that can be correlated with the Calling Party Number, in accordance with Clauses 22.2.1 and 22.2.

22.2.1 Where the service is supplied to a Customer at a fixed location, the VSP will provide the National Location Register an extract containing the Customer's name and the physical address at which the service is supplied.

22.2.2 Where the service is:

- a) marketed and expected to be used primarily as a fixed service, but capable of mobile or nomadic use; or
- b) a mobile service;

the VSP will provide the National Location Register an extract indicating:

- (i) the Customer's name where known;
- (ii) the Customer's registered service address where known; and
- (iii) advice that the service is capable of mobile or nomadic use, and that the location of calls made using that

service may be uncertain.

- 22.3. VSPs will as soon as reasonably practicable after a request by an Emergency Service Organisation, provide the Emergency Service Organisation with other information as reasonably requested for the purposes of handling an Emergency Call.
- 22.4. VSPs will take all reasonable steps to ensure that the information provided under Clauses 22.2 and 22.3 is in an agreed format and correct at all times.
- 22.5. In addition to providing information in accordance with Clause 22.2, in the case of Emergency Calls originating in a mobile cellular network, the VSP will ensure that the ICAP Provider is provided with information on a per call, real time basis in a format agreed between the VSP and the ICAP Provider, which permits identification of the geographic region of the originating cell site.

## **G. CUSTOMER INFORMATION STANDARDS**

- 23. The objective of this section is to set standards for Customers to be informed by VSPs regarding the availability and quality of Emergency Calls in relation to particular services offered by the VSP.
- 24. **Visibility of the Code Standard Voice Service**
  - 24.1. In relation to a Code Standard Voice Service, the VSP will take reasonable and appropriate steps to make information available to their Customers relating to:
    - 24.1.1 the ability to make a 111 Emergency Call as part of the Code Standard Voice Service;
    - 24.1.2 the Emergency Service Organisations to which the 111 Emergency Call number provides access;
    - 24.1.3 that Emergency Calls should only be used when seeking a response from an Emergency Service Organisation to deal with an emergency to which the organisation is established to respond; and
    - 24.1.4 what information VSPs will disclose to Emergency Service Organisations when Emergency Calls are made (including Calling Party Number and caller location information).
  - 24.2. A VSP may comply with Clause 24.1 by making the information required by Clause 24.1 available, amongst other options, through directories or on its internet website.
  - 24.3. Where the VSP is also a provider of a public payphone service that is a Code Standard Voice Service for which the payphones are accessible to the public (excluding payphones located in places to which a person is entitled to deny the public entry), the VSP will take reasonable and appropriate steps to make the following information available:
    - 24.3.1 the availability of 111 Emergency Calls from the public payphone; and
    - 24.3.2 the Emergency Service Organisations to which the 111 Emergency Call number provides access.
  - 24.4. VSPs will use reasonable endeavours to minimise the impact of non-genuine Emergency Calls on the system.
- 25. **Customer Information Standards about Service Reliability**

- 25.1. Where a Code Standard Voice Service is reliant on mains power at the Customer premises, and will be unable to make calls in a power failure, the VSP will advise its Customers of that fact during the sales process, in the terms and conditions of use, and in any user guide.

## **26. Voice Service Provider Contact Information**

- 26.1. VSPs must provide the Emergency Service Organisations with contact details for the appropriate personnel and keep these details up to date at all times in the event of a fault or problem occurring which requires the Emergency Services Organisation to contact the VSP.

## **H. CUSTOMER COMPLAINTS**

- 27. VSPs which provide a Code Standard Voice Service will take all reasonable steps to make Customers aware of how to make complaints relating to Emergency Calls.
  - 27.1. Complaints regarding an Emergency Call should be made to the VSP (via the VSP's faults department or such other avenue specified by the VSP for making complaints or reporting faults);
  - 27.2. Complaints related to the response to an Emergency Call by an Emergency Service Organisation should be made to the relevant Emergency Service Organisation.

## **I. CUSTOMER INFORMATION STANDARDS ABOUT NON-COMPLIANT VOICE SERVICES**

- 28. If a VSP provides a Non-Compliant Voice Service the VSP will:
  - 28.1. Not promote, describe or represent the service as being a Code Standard Voice Service;
  - 28.2. Advise its Customers, during the sales process, in the terms and conditions of use, and in any user guide that:
    - 28.2.1 Emergency Calls cannot be made using that service; or
    - 28.2.2 Emergency Calls can be made using that service but that the performance of the Emergency Calls will not meet the service standards of this Code;  
(as the case may be).
  - 28.3. During the sales process, offer its Customers (at no extra charge other than reasonable postage and packaging if applicable) equipment labels which state that:
    - 28.3.1 Emergency Calls cannot be made using that service; or
    - 28.3.2 Emergency Calls can be made using that service but that the performance of the Emergency Calls will not meet the service standards of this Code;  
(as the case may be).

## **J. COMPLIANCE WITH CODE OBLIGATIONS**

- 29. At the same time as this code was developed, the TCF was reviewing it's compliance

regime which applies across all TCF codes. If the TCF compliance regime is updated and changes are made, those changes could impact the compliance regime set out in this section of the Emergency Calling Code.

30. Without limiting each Party's obligations, parties to this Code must keep information they deem necessary to show their compliance with this Code, should it be required.

#### 31. **Initial Certification**

32. Parties to this Code will provide a one-off notification to the TCF setting out that, based upon its design and implementation, a relevant Code Standard Voice Service complies with the voice quality requirements set out in Clause 18 of Code. The notification shall be made within 40 Business Days of joining the Code or before the launch of a proposed Code Standard Voice Service.

- 32.1. In making a notification, the VSP must be satisfied that the design and operation of the proposed Code Standard Voice Service is such that the service is expected to comply with the voice quality requirements set out in Clause 18 of the Code.

33. The VSP will retain supporting documentation for its initial notification. This documentation will be kept up to date by the Voice Service Provider in order to reflect any changes that will affect compliance with Clause 18 of the Code. VSPs must review a service's initial notification annually to be satisfied that a service remains compliant with Clause 18 of the Code.

#### 34. **Call Quality**

35. Emergency Services Call Takers may monitor all calls and mark those thought to be of unreasonably low quality. The Emergency Services Call Taker may notify the VSP that, based on subjective operator assessment backed up by recordings or other analysis, there is a trend of poor quality calls in a material number of calls or evidence of declining call quality. Based on this feedback, VSPs may investigate and consider quality issues.

36. Where the Government's Agent has reasonable cause to suspect that a VSP Code Standard Voice Service does not comply with the technical standards set out in Clause 18, the Government's Agent may request that the TCF Audit a VSP's compliance with the Code.

- 36.1. To establish reasonable cause, the Emergency Services Call Taker will monitor all calls and mark those thought to be of unreasonably low quality. Where a trend of poor quality calls is detected in a material number of calls, based on subjective operator assessment and backed-up by recordings, the Government's Agent can request that the TCF initiate an Audit.

37. Where requested by the Government's Agent, the TCF may ask the Enforcement Agency to carry out an Audit of the relevant VSPs Code Standard Voice Service for compliance with Clause 18.

- 37.1. Prior to requesting an Audit, the TCF must be satisfied that there is reasonable cause to request an Audit as set out in Clause 36.1 and that the VSP has had the opportunity to address relevant concerns raised by the requesting Emergency Service Organisation.

38. The Enforcement Agency shall be an independent and competent third party appointed by the TCF.

**38A Additional Compliance Review**

38A.1 In addition to the powers in clause 36, the Government's Agent may request a review of a VSP's supporting documentation for its notification under clause 32.

38A.2 Where the Government's Agent requests a supporting documentation review the TCF may ask the Enforcement Agency to carry out the supporting documentation review.

38A.3 The supporting documentation review will consider the adequacy of the supporting documentation used by the VSP to confirm compliance with clause 18 of the Code.

39. If the VSP is found to be at fault, or a review under clause 38A finds that the VSP's supporting documentation is not adequate to confirm compliance with clause 18 of the Code, the VSP has 30 Business Days to either remedy the fault(s) set out in the report or submit a plan to the TCF that sets out the timeframe and remedial actions that the VSP plans to undertake. If the TCF is not satisfied with any proposed remedial action, the TCF may ask the Enforcement Agency to consider applying remedies set out in Clause 42 of the Code.

**40. Audit Costs**

41. If an Audit carried out by the Enforcement Agency under Clause 36 finds that the VSP's Code Standard Voice Service complied with Clause 18 of the Code then, if the Audit was undertaken at the request of the Government's Agent, the Audit Costs will be payable by the Emergency Service Organisation that initiated the process through the Government's Agent. However, if the VSP's Code Standard Voice Service is found not to have complied with Clause 18 of the Code, the VSP will bear its costs and the Audit Costs of the Enforcement Agency in carrying out the Audit.

41A If a review was undertaken at the request of the Government's Agent under clause 38A, the costs of the review will be payable by the Emergency Service Organisation that initiated the process through the Government's Agent. However, if a review under clause 38A finds that the VSP's supporting documentation is not adequate to confirm compliance with clause 18 of the Code, the VSP will bear its costs and the review costs of the Enforcement Agency in carrying out the review.

**42. Code Compliance**

43. If the TCF becomes aware, either through the Emergency Service Organisations or other channels, of a suspected breach of the Code by a Party, the TCF may appoint an Enforcement Agency to investigate the suspected breach.

44. When considering the non-compliance of the Party, the Enforcement Agency must consider:

- 44.1. whether the VSP has had the opportunity to address relevant concerns raised by an Emergency Service Organisations;
- 44.2. the volume of non-compliance complaints received in relation to the Code;
- 44.3. the likely impact of the non-compliance on the Customer;
- 44.4. the seriousness of the non-compliance of the Party; and
- 44.5. the Party's past conduct with respect to compliance with the Code's obligations when making a determination.

- 44A For the avoidance of doubt, a Party has the right to rebut a finding of non-compliance made against it by the Enforcement Agent, or to request the Enforcement Agent review any such finding of non-compliance.
45. The Enforcement Agency may issue that Party with a written:
- 45.1. Caution Notice of Breach;
  - 45.2. Warning Notice of Breach; or
  - 45.3. Public Censure Notice.
46. The Enforcement Agency must first issue a Caution Notice of Breach and then a Warning Notice of Breach to the Party in relation to the particular breach in question before making a determination to issue a Public Censure Notice relating to the Party.
47. The Enforcement Agency will provide a copy of any Caution Notice of Breach, Warning Notice of Breach or Public Censure Notice issued to all Parties to the Code and, at the same time, to the Commerce Commission. Parties to the Code who receive a copy of a Caution Notice of Breach or Warning Notice of Breach shall keep such notice confidential.
48. **Caution Notice of Breach**
- 48.1. The written Caution Notice of Breach to the Party will include a request that one or more of the following actions be undertaken by that Party:
    - 48.1.1 rectification of the breach;
    - 48.1.2 specific corrective actions; and
    - 48.1.3 an internal review of the Party's state of compliance with the breached obligation.
  - 48.2. The Caution Notice of Breach will specify a timetable within which the action is required to be completed, with duration dependent upon the nature and complexity of the action. The Enforcement Agency will seek confirmation from the Party of receipt of the Caution Notice of Breach.
49. **Warning Notice of Breach**
- 49.1. The written Warning Notice of Breach to a Party is a more severe version of the Caution Notice of Breach, and may be appropriate for situations where the Party has failed to undertake voluntarily the actions requested by the Caution Notice of Breach, within the timetable specified therein. The Warning Notice of Breach to the Party will include an order that one or more of the following actions be undertaken by the Party:
    - 49.1.1 rectification of the breach;
    - 49.1.2 specific corrective actions;
    - 49.1.3 an independent Audit of its compliance procedures in relation to the Code's obligations. The Auditor must be approved by and report to the Enforcement Agency on compliance with the Code's obligations. The Party will be required to implement recommendations of the Audit; and
    - 49.1.4 that the Party conduct relevant education of its relevant staff to address knowledge inadequacies that may have led to the breach.

- 49.2. The Warning Notice of Breach will nominate a timetable within which the action is required to be completed, and the steps needed to be taken by the Party to address the action required by the Warning Notice of Breach, with duration dependent upon the nature and complexity of the action. The Enforcement Agency will also seek confirmation from the Party of receipt of the notice.

## 50. Public Censure Notice

- 50.1. In the event of a refusal or failure on the part of the Party to undertake to the Enforcement Agency's satisfaction any actions required by a Warning Notice of Breach within the timetable specified therein, the Party will promptly be formally advised by the Enforcement Agency that a Public Censure Notice is to be prepared for widespread publication. The Party will be sent an advance copy of the intended Public Censure Notice, which will:

- 50.1.1 identify the Party by name;
- 50.1.2 give details of the breach;
- 50.1.3 list all requests/orders previously made of the Party;
- 50.1.4 report on whether an independent Audit has been ordered and, if so, state the results of the Audit;
- 50.1.5 state that at the date of publication, the requests of the Caution Notice(s) of Breach and the orders of the Warning Notice(s) of Breach have not been complied with; and
- 50.1.6 specify a final timetable by which any corrective action must be completed by the Party.

- 50.2. The Party will also be advised that publication of the Public Censure Notice will not occur until a specified time period has elapsed from the date the advance copy of the public censure notice is sent, (the period of time is at the discretion of the Enforcement Agency). If the Enforcement Agency is fully satisfied that the Party has fully complied as ordered prior to the date the Public Censure Notice is due to be published, then the Public Censure Notice shall not be published.

- 50.3. If the Public Censure Notice is proceeded with, it will be published in the New Zealand Gazette, the TCF's newsletter, and at the Enforcement Agency's discretion, may be published in any relevant industry newsletter or magazine, in the national newspapers or in Customer bulletins.

## 51. Audit Report

- 51.1. If the Audit report carried out by the Enforcement Agency under Clause 49 finds that the Party has complied with the Code then if the Audit was undertaken at the request of the TCF, the Party shall bear its own costs and the costs of the Enforcement Agency shall be reimbursed to it by the TCF.

- 51.2. If an Audit report carried out by the Enforcement Agency under Clause 49 finds that the Party has not complied with the Code then the Audit Costs will be payable by that Party.

- 51.3. For the purposes of Clause 51.2, "Audit Costs" means the aggregate of:

- 51.3.1 Enforcement Agency and TCF reasonable direct costs in respect of the Audit (including auditing and legal fees); and

- 51.3.2 Such costs of the audited Party in respect of time involved in assisting the Audit as are submitted by the Party to the Enforcement Agency which the Enforcement Agency determines are fair and reasonable.

**K. REVIEWS, EXPIRY, REVOCATION AND AMENDMENTS TO THE CODE**

**52. Review of Code**

- 52.1. The TCF will seek interim feedback from Emergency Service Organisations and consider whether amendments are required to the Code no later than one year from the date the Code is first endorsed by the TCF.
- 52.2. The TCF will commence a full review of this Code not later than two years after this Code is first endorsed by the TCF.
- 52.3. Any suggested amendments to the Code as a result of the review will be published for public consultation.

Following public consultation and approval by the relevant working party, suggested amendments to the Code, including any amendments revised as a result of public consultation, will be submitted to the TCF Board for approval.

- 52.4. This Code will be amended in accordance with the TCF's Rules and Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF on [info@tcf.org.nz](mailto:info@tcf.org.nz).