

Domestic and Family Violence Policy

Part A – About this policy

1. This is our Domestic and Family Violence Policy. We understand that:
 - a) telco products are essential, and especially so to people who are impacted by domestic and family violence;
 - b) the same is true for people who are impacted by sexual violence outside a domestic and family situation; and
 - c) telco products can also be used to commit or enable such violence against people.
2. We will not apply a collective label to those people, because no label is adequate for your diverse circumstances. We will simply call you ‘you’, the individual who you are. A reference to ‘you’ includes when you interact with us via your authorised representative.
3. This policy and the processes that support it express and implement our commitment to ending such violence in society and, until that has been achieved, best respecting, protecting and supporting you. We’ll call that ‘violence support’ for short.
4. This policy relates to our interactions with you, and support and assistance we give you.
5. In Australia, there are legal rules about how telcos like us should deal with violence support. This policy largely reflects those rules, to ensure that we comply with them. The legal rules underpin, but they do not limit, our commitment.
6. This policy commences on 1 January 2026.

Part B – Special meanings

7. In this policy, some words have special meanings. For instance:
 - a) **agreed communication method** is explained in paragraph 21(e);
 - b) **authorised representative** means a person who has authority from you to deal with us on your behalf as your authorised agent;
 - c) **CEO** means our most senior responsible executive;

- d) **compliance records** means records that are sufficient to demonstrate its compliance with the requirements of the industry standard;
- e) **credit management action** means any action we take in relation to a telco product we supply to you, including a restriction, suspension or disconnection, to (a) manage any credit risks that are relevant to us or (b) collect outstanding debts from you;
- f) **customer** is explained in paragraph 13(a);
- g) **DFV** means domestic and family violence and (where applicable) non-domestic sexual violence;
- h) **DFV communications** means communications between us and you in connection with DFV;
- i) **DFV data** means personal information that is identifiably about you and relates to DFV you have experienced or are experiencing;
- j) **DFV exposure** means exposure of a DFV team member to cases of DFV in the course of their duties;
- k) **DFV response** means this policy, the procedures that support it, and all that we do to promote violence support;
- l) **DFV statement** means our published statement with that title;
- m) **DFV team** is explained by paragraph 28;
- n) **domestic and family violence** is explained in paragraph 8;
- o) **element** is explained by paragraph 47;
- p) **end user** is explained in paragraph 13(b);
- q) **inclusive design** means a design process in which a product, service, or environment is designed to be usable for as many people as possible regardless of age, ability and circumstance;
- r) **inclusive design process** means the process in paragraph 48;
- s) **industry standard** means the Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025;
- t) **initial inclusive design candidates** is explained in paragraph 49;
- u) **intersectional approach** means an approach that recognises that the experience of domestic and family violence can be different based on a range of cultural, individual, historical, environmental or

- structural factors including (but not limited to) race, age, geographic location, sexual orientation, ability or class;
- v) **intersectionality program** means the steps in paragraphs 53 to 56;
 - w) **non-domestic sexual violence** is explained in paragraph 10;
 - x) **perpetrator** means an individual who has or is using or is alleged to be using domestic and family violence against you;
 - y) **personal information** means the same as in the Privacy Act;
 - z) **Privacy Act** means the Privacy Act 1988;
 - aa) **privacy principles** means the Australian Privacy Principles under the Privacy Act;
 - bb) **quick exit function** means a button that is prominently displayed on a webpage, that allows you to instantly leave the webpage with a single click, and which redirects you to a webpage not connected with us, to hide what you were looking at.
 - cc) **support telephone numbers** means:

National Support Services

- [1800RESPECT](#): 1800 737 732 (24/7 counselling and support)
- [1800 ElderHelp](#): 1800 353 374 (Support for older Australians experiencing abuse | Mon-Fri during business hours, varies by state and territory)
- [1800 FULL STOP](#): 1800 385 578 (24/7 counselling and support)
- [Lifeline](#): 13 11 14 (24/7 crisis support)
- [National Debt Helpline](#): 1800 007 007 (Free financial counselling | Mon-Fri, 9:30am to 4:30pm)
- [National Disability Abuse and Neglect Hotline](#): 1800 880 052 (Support for people with disability experiencing abuse or neglect | Mon-Fri, 9am to 7pm AEST/AEDT)
- [Sexual Assault Helpline](#): call [1800 010 120](#) (Everyday, 7:30am to 11:30pm)

Women's Services

- [National Women's Safety App](https://www.imsafe.app): Available for download at www.imsafe.app
- [Women's Domestic Violence Court Advocacy Program](https://www.women.gov.au/domestic-violence-court-advocacy-program): 1800 656 463 (24/7 support for women in NSW)
- [DVConnect Womensline](https://www.dvconnect.org.au/womensline): call [1800 811 811](https://www.dvconnect.org.au/womensline) (24/7 support)

Men's Services

- [MensLine Australia](https://www.mensline.org.au): 1300 78 99 78 (24/7 support for men)
- [DVConnect Mensline](https://www.dvconnect.org.au/mensline): call [1800 600 636](https://www.dvconnect.org.au/mensline) (24/7 support)

LGBTQI+ Support

- [QLife](https://www.qlife.org.au): 1800 184 527 (Daily LGBTQI+ Support | Everyday 3pm–9pm local time)
- [Rainbow Sexual, Domestic and Family Violence Helpline](https://www.rainbowsexual.org.au): 1800 497 212 (Support for LGBTQI+ people affected by domestic, family and sexual violence)

Culturally Specific Support

- [InTouch Multicultural Centre Against Family Violence](https://www.intouch.org.au): 1800 755 988 (Culturally Specific Support in VIC | Mon–Fri, 9am to 5pm)
- Aboriginal Family Violence Prevention Legal Service: Contact your local service

For immediate danger, always call 000

We recognise that domestic, family and sexual violence can affect anyone regardless of age, gender, sexuality, cultural background, or economic situation. Our support is available to all customers without judgment or discrimination.

dd) **team members** means staff, contractors or agents engaged by or on behalf of us who are involved, either directly or indirectly, with consumers in Australia;

- ee) **telco product** means a telecommunications service that we supply (and includes goods where the context indicates that);
- ff) **TIO** means the Telecommunications Industry Ombudsman;
- gg) **vicarious trauma** includes any deleterious emotional or psychological consequences of DFV exposure;
- hh) **violence support** is explained in paragraph 3;
- ii) **warm transfer** is explained in paragraph 26(f).

Part C – Domestic and family violence, and non-domestic sexual violence

- 8. This policy relates to:
 - a) domestic and family violence; and
 - b) (where so indicated by this policy) non-domestic sexual violence, on the basis that non-domestic violence is treated in the same way as domestic and family violence.
- 9. **Domestic and family violence** refers to behaviours of an individual that are designed to create a dependency or to isolate, monitor, dominate, or control another individual.
These behaviours may consist of physical violence and/or other types of abuse, power, coercion or control that cause harm including:
 - a) life threatening communications
a communication in relation to which a person believes on reasonable grounds, that action is required to prevent or lessen a serious threat to the life or health of a person
 - b) unwelcome communications
use of one or more telecommunications services by a calling or sending party in a manner which a receiving advises or considers is unwelcome, but which is not currently a life threatening communication
 - c) economic and financial abuse
a pattern of behaviour used by an individual to control, exploit or sabotage the money, finances or economic resources, of another individual which affects the other individual's ability to obtain, use or

maintain economic resources, economic security and potential for self-sufficiency and independence

d) technology facilitated abuse

abuse that is facilitated using technology, which may include telecommunications products and services, to control, abuse, track, intimidate, threaten or harass an individual

e) threats and intimidation

f) emotional or psychological abuse

g) systems abuse

the manipulation of legal and other systems by a perpetrator, in order to exert control over, threaten or harass another individual which may result in depleting that individual's financial resources and emotional wellbeing, and adversely impacting that individual's capacity to maintain employment or to care for children

h) coercive control

a repeated pattern of behaviour used by an individual that has the effect of creating and maintaining control over another individual by exerting power and dominance in everyday life to deny freedom and autonomy through fear, control, pressure or manipulation

i) sexual violence (other than non-domestic sexual violence).

sexual behaviour that occurs where consent is not freely given or obtained, is withdrawn or the individual is unable to consent due to their age or other factors. It can be physical or non-physical. It occurs any time an individual is forced, coerced, or manipulated into any sexual activity. It may occur within intimate relationships, friendships or with acquaintances and strangers.

Domestic and family violence can occur in any personal relationship including between intimate partners, parents and children, immediate and extended family groups, communal and extended kinship connections, and in carer and guardianship arrangements.

10. **Non-domestic sexual violence** means sexual violence outside of a domestic and family violence situation.

Part D – Whom this policy applies to

11. This policy applies to you if you are an individual who:
- a) acquired (and still owes us money for), acquires or may acquire from us a telco product mainly for personal or domestic use, and not for resale; or
 - b) is a not-for-profit organisation which acquired (and still owes us money for), acquires or may acquire from us one or more telco products which are not for resale; or
 - c) is a business which acquired (and still owes us money for), acquires or may acquire from us one or more telco products which are not for resale and which, at the time you enter into the telco contract:
 - i. do not have a genuine and reasonable opportunity to negotiate the terms of the telco contract; and
 - ii. has or will have an annual spend with us which is or we estimated on reasonable grounds to be, no greater than \$40,000; and
 - d) identifies to us as someone who is, or may be, experiencing domestic and family violence.
12. Parts of this policy apply to you if you:
- a) are an individual who acquires or may acquire from us a telco product mainly for personal or domestic use, and not for resale; or
 - b) are a not-for-profit organisation which acquires or may acquire from us one or more telco products which are not for resale; or
 - c) are a business which acquires or may acquire from us one or more telco products which are not for resale and which, at the time you enter into the telco contract:
 - i. do not have a genuine and reasonable opportunity to negotiate the terms of the telco contract; and
 - ii. has or will have an annual spend with us which is or we estimated on reasonable grounds to be, no greater than \$40,000; and
 - d) disclose to us that you have experienced non-domestic sexual violence.

13. If you acquire a telco product referred to in paragraph 11 or 12:
- a) under a telco contract with us in your own name – you are called a **customer**;
 - b) under a telco contract with us in someone else's name – you are called an **end user**.
14. Evidence that this policy applies to you
- a) We will not require you to disclose the circumstances of your abuse as a precondition to accessing support or assistance.
 - b) If:
 - i. the law requires us to get evidence or supporting material that this policy applies to you; or
 - ii. we reasonably need evidence or supporting material to protect your interests; and
 - iii. the information we already hold is not sufficient for those purposes –
we may request only as much further evidence as is necessary.
 - c) Otherwise, we will not require evidence or supporting material that this policy applies to you.
 - d) This paragraph also applies to you if you have disclosed to us that you have experienced non-domestic sexual violence.

Part E – Your safety is our priority

15. Your safety is the first priority of our DFV response.
16. This Part E also applies to you if you have disclosed to us that you have experienced non-domestic sexual violence.
17. If you indicate concern about your safety, we will:
- a) prioritise action to assist you with relevant needs you have in relation to your telco product; and
 - b) if you are the customer for the telco product, will not restrict, suspend or disconnect your telco product unless:
 - i. you ask us to; or

- ii. at least 30 days have passed since you first indicated concern about your safety.
- c) Unless a Commonwealth law requires otherwise, if:
 - i. your telco product has been has been restricted, suspended or disconnected; and
 - ii. you request that action to be reversed urgently for a DFV-related safety risk; and
 - iii. that is the first time you have raised the DFV-related safety risk with us –
we will:
 - iv. urgently restore full service to your telco product; or
 - v. if that is not practical, offer you an equivalent telco product e.g. a new telco product on the same or equivalent terms.

Part F – How will support and manage you

18. Application

This Part F applies if we become aware that this policy applies to you.

19. Confirming communication is safe

We will ask you whether it is safe for you to communicate with us.

20. Advising about available support

- a) This paragraph applies if you have confirmed that it is safe for you to communicate with us.
- b) Paragraphs 20(c) and (d) apply if you have disclosed to us that you have experienced non-domestic sexual violence.
- c) If we haven't already done so, we will tell you:
 - i. that we can help you in accordance with this policy;
 - ii. about the specialised DFV staff that we have (if any);
 - iii. that you can ask for a warm transfer to those staff (if any);
 - iv. where you can find our DFV statement; and
 - v. that our DFV statement lists support organisations.
- d) We will then ask if you want more information and support from us.
- e)

21. Your preferred communication method

- a) This paragraph applies if:
 - i. you have confirmed that it is safe for you to communicate with us; and
 - ii. you have told us that you want more information and support from us.
- b) This paragraph also applies if you have disclosed to us that you have experienced non-domestic sexual violence.
- c) We will:
 - i. tell you what communication methods we offer; and
 - ii. ask you which one of those communication methods you prefer.

We only need to do this once.
- d) We will ask you if you have a preferred time of day for communication.
- e) Your preferred communication method, and time of day (if any):
 - i. are called the agreed communication method;
 - ii. will be used for DFV communications unless the law requires otherwise or you contact us by another communication method and confirm that we can use it for DFV communications.

22. Support options for customers

- a) This paragraph applies if:
 - i. you have confirmed that it is safe for you to communicate with us; and
 - ii. you have told us that you want more information and support from us.
- b) We will identify whether you are a customer or an end user. Paragraph 23 applies if you are an end user. The rest of this paragraph applies if you are a customer.
- c) We will check whether there is an authorised representative on your account,
- d) If there is an authorised representative, we will tell you:
 - i. what the authorised representative can access on your account; and

- ii. that you can keep, change or remove the authorised representative.
 - e) We will tell you how you can make changes to your account and update your personal information.
 - f) We will ask what privacy, safety and/or security concerns you have about your telco product and your account.
 - g) If you state privacy, safety and/or security concerns, we will:
 - i. discuss options available to you as a customer to protect your privacy, safety and/or security (as applicable); and
 - ii. at least, offer you:
 - A. to set up for you a new account that is not linked to the perpetrator; and
 - B. privacy, safety and security protections on your account, e.g. a PIN or password, or the sending of a verification code to a safe number or email address you provide or within a mobile application; and
 - iii. ask which option(s) you choose to adopt for your telco product and/or account.
 - h) We only need to go through the process in paragraphs 22(b) to (g) once.
 - i) If you later tell us that your circumstances have changed and ask for your privacy, safety and/or security protection options to be changed, we will do so as soon as practicable.
 - j) We will act in accordance with your choices under this paragraph.
23. Support options for end users
- a) This paragraph applies if:
 - i. you have confirmed that it is safe for you to communicate with us; and
 - ii. you have told us that you want more information and support from us.
 - b) We will identify whether you are a customer or an end user. Paragraph 22 applies if you are a customer. The rest of this paragraph applies if you are an end user.
 - c) We will tell you how you can make changes to your account and update your personal information.

- d) We will ask what privacy, safety and/or security concerns you have about your telco product.
 - e) If you state privacy, safety and/or security concerns, we will:
 - i. discuss options available to you as an end user to protect your privacy, safety and/or security (as applicable); and
 - ii. at least, offer you:
 - A. to set up for you a new account that is not linked to the perpetrator; and
 - B. privacy, safety and security protections on your account, e.g. a PIN or password, or the sending of a verification code to a safe number or email address you provide or within a mobile application; and
 - iii. ask which option(s) you choose to adopt for your telco product.
 - f) We only need to go through the process in paragraphs 23(b) to (e) once.
 - g) If you later tell us that your circumstances have changed and ask for your privacy, safety and/or security protection options to be changed, we will do so as soon as practicable.
 - h) We will act in accordance with your choices under this paragraph.
24. Keeping you informed
- a) If you have sought assistance from us in relation to DFV, we will keep you informed about it, by the agreed communication method (if any). We do not need to report to you where there has been no change in the status quo.
 - b) This paragraph also applies to you if you have disclosed to us that you have experienced non-domestic sexual violence.
25. Credit management action
- a) If:
 - i. you are a customer for a telco product; and
 - ii. you have sought DFV-related assistance from us within the last 60 days; and
 - iii. we are considering taking credit management action –
 - iv. we will first:
 - v. take account of the potential impact on you at that time;

- vi. take account of whether any other person contributed to the customer's debt; and
 - vii. review your account records to make sure that we have honoured any payment agreements with you (e.g. payment plan or payment extension).
- b) This paragraph also applies to you if you have disclosed to us that you have experienced non-domestic sexual violence.

26. Communications

- a) We will not require you to contact or engage with your DFV perpetrator or their authorised representative.
- b) We will provide at least two of the following communication channels to facilitate your direct access to its DFV support, including:
 - i. a DFV specialist support phone number;
 - ii. a dedicated DFV webform through which you can request us to initiate contact with you;
 - iii. an online written chat function;
 - iv. in person, in a retail store we operate;
 - v. an email address.
- c) At least one of our communication channels must allow you to connect to a human.
- d) If you request us to initiate contact or to call you at a later time, we will use:
 - i. the agreed communication method (if any) for you; or
 - ii. any other communication method, and do so at any particular time, you specify, if we can support that communication method at the time of day.
- e) We will have personnel who are accessible during business hours to directly assist you re DFV matters.
- f) If:
 - i. you are talking or online chatting to one of our human or automated team members (**transferor**); and
 - ii. you need to be transferred to another team member (**transferee**) for appropriate DFV-related support – then:
 - iii. the transferee must be a human; and

- iv. before the transfer, to avoid you having to repeat your circumstances:
 - A. for a voice call: the transferor will explain the details of your query to the human transferee on your behalf;
 - B. for an online chat: the transferor will make the transcript of your query available to the human transferee on your behalf

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(warm transfer).

- g) Paragraph 26(f) also applies to you if you have disclosed to us that you have experienced non-domestic sexual violence.
- h) If you raise DFV as a safety concern with us and make a request about how your bill is to be received, we will comply with the request if we can.

Part G – Options for assistance we can offer to you

27. Subject to this policy, we can offer you:

27.1 Service disconnection

You can ask to have your telco product restricted, suspended or disconnected – see paragraph 17(b)(i).

27.2 Service restoration

You can ask to have your restricted, suspended or disconnected telco product restored – see paragraph 17(c).

27.3 Information and support

You can ask for more information and support – see paragraph 20(d).

27.4 Agreed communication method

- a) You can choose a communication method and time of day – see paragraph 21(e).
- b) You can request delivery of a bill in a particular way – see paragraph 26(h).

27.5 Authorised representative

You can choose to keep, change or remove an authorised representative – see paragraph 22(d)(ii).

27.6 Privacy, safety and/or security protection options

You can choose to:

- a) set up a new account – see paragraphs 22(g)(ii)(A) and 23(e)(ii)(A);
- b) have privacy, safety and security protection on your account – see paragraphs 22(g)(ii)(B) and 23(e)(ii)(B);
- c) change your privacy, safety and/or security protection options – see paragraphs 22(i) and 23(g).

27.7 Communications channels

- a) You have a choice of communications channels – see paragraph 26(b).
- b) You can ask us to initiate contact with you – see paragraph 26(d).

Part H – Support for our team members who deal with DFV-affected persons

28. We can offer the following support to our team members who deal with you and others who are affected by DFV (DFV team).

- a) We will train the DFV team to the standard required by the industry standard.
- b) Our training of non DFV team members will include information on the potential stress and emotional disturbance and vicarious trauma associated with DFV exposure and call for sensitivity, understanding and support of the DFV team.
- c) Managers of the DFV team will receive specific instructions to proactively monitor and engage with the DFV team, and use all reasonable efforts to identify team members whose welfare may be at risk and to address risk factors related to DFV exposure.

Part I – Protecting privacy and security

29. We will protect your privacy and security, including by record-keeping requirements about the handling and disclosure of personal information that are tailored to protecting your privacy and security.
30. We will only collect, retain, use or disclose DFV data:
 - a) as required by law;
 - b) in accordance with our privacy policy;
 - c) as reasonably necessary to provide your telco product; or
 - d) as provided for by this policy.
31. We will comply with our privacy policy.
32. We will comply with the Privacy Act including the privacy principles.
33. We will collect, retain, use and disclose DFV data as if was 'sensitive information' within the meaning of the Privacy Act.
34. We will store your personal information only in a secure environment with industry standard access controls.
35. Any information we collect under the industry standard in relation to you will be stored securely in accordance with the measures in place under paragraph 36.
36. We will implement measures to ensure the information we retain under the industry standard is protected from misuse, interference, loss or disclosure to a perpetrator, including:
 - a) details of your arrangements agreed between you and us;
 - b) your current address and billing details; and
 - c) the fact that you have been identified, or has identified, as being a person to whom this policy applies.
37. Where our customer data management platform is capable of doing so, we shall cause DFV data to be logically segregated from other data and only accessible to team members with a need to have access to it.
38. We will instruct all team members with access to DFV data as to its highly confidential status and their obligations under Part 13 of the Telecommunications Act 1997.
39. Unless required by law, we will not, without your consent, disclose to any other person any information about you which:

- a) can be used to identify or locate you;
 - b) includes your contact details; or
 - c) includes your financial information.
40. We will provide a quick exit function on all webpages that relate to support for you.
41. Any calls made using a telco product to the support telephone numbers will not be recorded on any bill, record or other material issued to you in relation to the telco product.
42. We will only access your information for a legitimate purpose directly related to management of the account.
43. If we are not subject to the Privacy Act, we will ensure that personal information we collect in connection with the industry standard:
- a) is not disclosed to a third party, or used, except:
 - i. where the disclosure is to the TIO or the ACMA as required to manage a complaint made to, or an investigation conducted by, either of those entities;
 - ii. with your express consent of the consumer; or
 - b) where disclosure is otherwise required or authorised by or under an Australian law or a court or tribunal order; and
 - c) is disposed of, or destroyed, in a secure manner when it is no longer needed under the industry standard or any other applicable laws.
44. Record-keeping
- a) If your personal information held by us is:
 - i. handled inconsistently with this Part I; or
 - ii. used for any purpose not authorised by this Part I; or
 - iii. disclosed to any team member inconsistently with this Part I; or
 - iv. disclosed to any third party –
particulars of the handling, use or disclosure will be recorded in a secure register maintained for the purpose of this paragraph.
 - b) When reviewing this policy, we will review the secure register and take its contents into account in considering any necessary changes to this policy, our procedures and our systems, processes and telco products.
45. Compliance records

In relation to compliance records:

- a) We will limit the collection of information to information necessary to demonstrate compliance.
- b) We will take such steps as are reasonable in the circumstances:
 - i. to protect the information from misuse, interference and loss, and unauthorised access, modification or disclosure; and
 - ii. to ensure the information is disposed of, or destroyed, in a secure manner where the record is no longer needed under the industry standard or any other applicable laws.
- c) Where you have made a complaint to us, we will keep the compliance records that are relevant to that complaint:
 - i. for minimum of 2 years; or
 - ii. if the complaint is not resolved within 2 years, for 12 months after the date the complaint is resolved.

Otherwise, we will:

- i. keep the compliance records for a minimum of 2 years or for as long as you receive assistance under this policy, whichever is longer; and
 - ii. make the records available to the ACMA, upon written request.
- d) Where practicable, compliance records will not contain your personal information.

46. Evidence

- a) For paragraph 14(b)(i), where we obtain evidence or supporting material – we will:
 - i. only retain a copy or record of the information received from you for the period that it is required in order to meet the legal obligation;
 - ii. after the legal obligation has been met, dispose of, or destroy, all copies or records of the information in a secure manner; and
 - iii. keep a record of the type of evidence that was sought, provided and sighted by us.

- b) For paragraph 14(b)(ii), where we obtain evidence or supporting material – after sighting the evidence or supporting material, we will:
 - i. dispose of, or destroy, all copies or records of the information in a secure manner; and
 - ii. keep a record of the type of evidence that was sought, provided and sighted by us.

Part J – Inclusive design development and review of systems, processes and products

- 47. This Part J explains how we will use inclusive design in the development and review of our systems, processes and telco products (each an ‘element’) to identify and reduce risks to you.
- 48. Inclusive design principles and process
 - a) Our inclusive design process will be a structured, empathetic process.
 - b) Our inclusive design process will be proportionate to our financial, human and other resources, and informed by the nature of our customer base and our interactions with customers over time.
 - c) Each element will be allocated to an inclusive design project. The CEO or their delegate will determine which elements are to be allocated to a particular project and appoint a project lead.
 - d) After consulting with the project lead, the CEO or their delegate will allocate resources and determine a project timeline.
 - e) During an exploration phase, the project group will conduct deep user research to understand the full spectrum of user needs, using tools like persona empathy maps, stakeholder analysis, and journey mapping to identify barriers and points of exclusion – especially those affecting people with factors such as disabilities, cultural differences, or limited digital literacy.
 - f) During a development phase, the project group will:
 - g) develop prototypes that reflect diverse user needs;

- h) incorporate flexible design elements (e.g. multiple input methods, customisable interfaces); and
- i) ensure language, imagery, and workflows are culturally sensitive and accessible.
- j) During an evaluation phase, the project group will:
- k) test prototypes with relevant users, potentially including those with lived experience of exclusion;
- l) use feedback to refine and improve the design; and
- m) apply tools like SWOT analysis and accessibility audits to assess effectiveness.
- n) The project group will then coordinate the implementation phase.

49. initial inclusive design candidates

- a) Within 30 days after this policy commences, the CEO or their delegate will appoint a working group tasked with reviewing each element of our business, and identifying which of them satisfies the following criteria:
 - i. it is capable of causing a risk to you, and that risk is not remote and involves material harm (and in assessing this criterion, the working group will have regard to complaints, incidents and other experiential evidence of the likelihood and extent of any harm);
 - ii. the development of the element is under our control, and not that of a third party (e.g. a carriage service that we acquire from a wholesaler and resell, or a business management platform that we use under licence from a third party); and
 - iii. the identified risk is likely to be materially mitigated by the application of inclusive design; and
 - iv. the cost of applying inclusive design to the element is proportionate to the identified risk and our financial, human and other resources –

(initial inclusive design candidates). The working group will use all reasonable efforts to report any initial inclusive design candidates to the CEO within 90 days.

- b) The CEO or their delegate will review the working group's report and make any appropriate adjustments by reference to the criteria in paragraph 49(a).
- c) The CEO or their delegate will then initiate the inclusive design process with respect to each relevant element.

50. Future projects

As part of the initial planning of new systems, processes or telecommunications products, or changes to existing systems, processes or telecommunications products, we will identify elements that satisfy the criteria in paragraphs 49(a)(i) to (iv) and follow the processes in paragraphs 49(b), (c) and paragraph 48 with respect to them.

Part K – An intersectional approach

- 51. This Part K explains how we will adopt an intersectional approach in supporting you.
- 52. We recognise that your experience of DFV is personal to you and may be affected by one, more or many of a spectrum of factors that are part of your personal reality, possibly including (for instance):

Ethnicity	Gender	Age	Parental status
Religion	Sexuality	Culture	Disability
Life experience	Sex	Education	Income
Geography	Intersex variation	Aboriginality	Language
Citizenship	Visa status	Neurodiversity	Body size
Health	Nationality	Occupation	Phobia

53. Staff education

We will train all our team members, including management, to:

- a) understand the meaning and significance of intersectionality;
- b) appreciate how overlapping factors impact lived experiences;
- c) recognise that intersectionality is critical to inclusion, equity, social justice and human rights and

- d) to understand that, while scripts and standard processes are important, they are not a reason to treat all customers as identical.

54. Gap analysis

- a) We will survey our team to uncover gaps in current customer care practices.
- b) We will audit scripts and operating procedures to identify exclusionary practices.
- c) We will invite mystery shoppers from diverse, intersectional backgrounds to evaluate customer experiences.

55. Training

- a) We will train our team (including the DFV team) in accordance with the industry standard.
- b) We will train our DFV team to recognise how intersectional issues may impact affect you and the support you need.
- c) We will use audiovisual training materials on intersectionality, its significance and how to accommodate it.
- d) We will provide prompt refresher training to any team member who asks for it or otherwise demonstrates a need for it.
- e) We will encourage our DFV team to share experiences (on a confidential and non-identified basis) with each other and to reflect on those experiences, how they were handled and what may be improved.

56. Feedback and complaints

- a) We will monitor customer feedback and complaints for indications of any failures to implement our intersectionality program.
- b) We will invite customers and potential customers to inform us of any bad, or good, experiences they have with us.

57. Our intersectional approach will be proportionate to our financial, human and other resources, and informed by the nature of our customer base and our interactions with customers over time.

Approved by me as Skymesh's most senior responsible executive



Signature



[Position description]