

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: FIBRE ACCESS

One New Zealand's Fibre Access is a fibre to the premises for the delivery of telecommunications Services. Telecommunications Services that can run over this access type include (but are not limited to) Services such as Internet access, IP voice services such as SIP and VoIP, and VLANs and VPNs.

This Service Description sets out the terms and conditions that apply to your Fibre Access. Additional terms apply to the Services that run over your Fibre Access.

1. YOUR FIBRE ACCESS SERVICE

- 1.1 Your Fibre Access service(s) consists of a Bitstream service and Customer Premise Equipment (CPE) per Site.
- 1.2 We will determine the appropriate underlying Bitstream service type for your Fibre Access. This underlying Bitstream service type will provide the required throughput for the Services we have agreed to provide you.

2. LOCAL FIBRE COMPANY

- 2.1 Your Local Fibre Company (LFC) is the contractor approved by the government to build UFB in your area.
- 2.2 In addition to your Agreement with us, you must also agree to be bound by your LFC's End User Terms. Your LFC will be shown in Appendix 1 to the Pricing Table. You agree that when you agree to take Fibre Access you are also agreeing to be bound by your LFC's End User Terms.
- 2.3 You must confirm your acceptance of the LFC's End User Terms by signing a copy of the LFC's End User Terms if the LFC asks you to when they come to install the Fibre Access. If you refuse to do so when requested by the LFC then the LFC may elect not to proceed with the installation, in which case we will not be able to provide Fibre Access to you, or the Services that were to be delivered over the Fibre Access.
- 2.4 Copies of each LFC's end user terms can be found on their website.

Local Fibre Company	End User Terms
Northpower Fibre	www.northpowerfibre.co.nz www.northpowerfibre.co.nz/index.php/agreements
Tuatahi First Fibre	www.tuatahifirstfibre.co.nz https://www.tuatahifibre.co.nz/wholesale-services-agreement
Enable	www.enable.net.nz www.enable.net.nz/about-enable/governance/ufb-reference-offer.html
Chorus	www.chorus.co.nz www.chorus.co.nz/ufb-installation-terms

3. AVAILABILITY

- 3.1 Fibre Access services are not available in all areas. Some of the reasons Fibre Access services may not be available at your Site include no current fibre deployment by an LFC to your Site; or issues with wiring, consent requirements, and/or building set up.
- 3.2 If you move premises to a location outside of a Fibre Access area we cannot guarantee to provide your Services at your new address. We will advise you at the time of your move what access and Services options are available to you.

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4. INSTALLATION OF THE FIBRE

- 4.1 Unless expressly set out otherwise in our Agreement, you are responsible for all costs in relation to the installation of Fibre Access at your premises including any set-up charges.
- 4.2 To establish a fibre connection lines and equipment must be installed. On the first day of the installation we or the LFC technician will discuss with you what is required for installation at your Site. Installation will only proceed if you consent to any non-standard installation charges that apply.
- 4.3 Third party consents will be required in a number of situations, including:
 - (a) if you are not the owner of the Site or the property on which the Site is located;
 - (b) if the Site is accessed via a right-of-way;
 - (c) if the Site is part of a multi-unit dwelling, shared with other workplaces, or a campus.
- 4.4 You must provide us with all information and assistance required to assess what consents may be required. You must obtain the consent of the owner(s) of your Site(s) to all works being undertaken at the Site(s) and obtain or assist the LFC to obtain all other required authorisations, licences and consents.
- 4.5 Fibre Access will not be installed and Services will not be supplied until all required access, authorisations, licences and consents are obtained.
- 4.6 You must be present at your Site during the installation of the Fibre Access services, and make available any person required by the LFC, or the LFC technician will not be able to install the Fibre Access services.
- 4.7 Installation of Fibre Access services at your premises may require trench excavation. Restoration of such excavation will be limited to your LFC's restoration policy. This will be limited to restoration of the area where a trench has been dug and may include reinstating surfaces in a 'like for like' manner (i.e. grass with grass, concrete with concrete or asphalt with asphalt etc.), however if this type of restoration is covered the finish or match of the reinstated surface is not guaranteed. You are responsible for any restoration beyond the LFC's restoration policy, including the costs of the restoration.
- 4.8 In some rare instances existing copper lines may need to be removed to lay the fibre. Therefore you may not be able to revert back to your existing copper-based services once you move to a Fibre Access service.

5. EQUIPMENT

- 5.1 The CPE is our Equipment. It is the termination point of the Fibre Access service and any Services that run over that Fibre Access. You must look after it and return it to us at the end of the Term or on termination. We may charge you for this Equipment if you do not return it to us.

6. INSTALLATION CHARGES

- 6.1 A standard installation Charge will apply for installations that your LFC has advised us are standard.
- 6.2 If your LFC has advised that your installation is non-standard, your installation will incur additional charges. We will discuss these additional charges with you prior to carrying out non-standard installation work. If you do not agree to such charges, we will not be able to supply you with Fibre Access.
- 6.3 During the installation process, the LFC may advise that additional installation charges may be payable. We will discuss these additional charges with you prior to incurring them. If you do not agree to such charges, we will not be able to supply you with Fibre Access.
- 6.4 Charges may apply if you have not kept an agreed appointment, have not been present at your Site during the installation or call-out, or have failed to provide access to the Site or the appropriate people needed.
- 6.5 Some shared UFB infrastructure may need to be installed before we can install your specific Fibre Access. The LFC may require the building owner to contribute to the cost of the shared UFB infrastructure. Our Charges do not cover any contributions to the cost of the shared UFB infrastructure, which is the building owner and the LFC.

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7. SERVICE LIMITATIONS

- 7.1 **Access Service only:** Fibre Access is an access service only, which provides infrastructure for your Services to be delivered to your Site. Your Services will have the capability and characteristics stated for those Services, and not necessarily the capability and characteristics of the Bitstream service component of your Fibre Access.
- 7.2 **Power Failure:** Fibre Access services are reliant on mains power, both at your Site and in our Network. In the event of a power failure the Fibre Access service will NOT work.
- 7.3 **Calling:** Fibre Access services may not provide a level of data throughput required to deliver some voice and video communications. Fibre Access services should not be your primary access service for emergency services calling (111 calling). In the event of a power failure emergency services calling will NOT work.
- 7.4 **Third Party Services and Devices:** We do not guarantee that the Fibre Access service will support third party services and devices (for example: monitored alarms, modems, sky set top boxes, faxes, medical alarms and eftpos). It is your responsibility to contact your relevant third-party service provider to ask whether such services are compatible with fibre. You may require an alternative access if your third-party service provider cannot guarantee compatibility with our Fibre Access.
- 7.5 **Speed:** Statements about the speed of your Fibre Access are based on theoretical maximums and are not guarantees of continuous speed. The actual speed that your Fibre Access can achieve may depend on a number of factors including: your equipment (including your computer and Wi-Fi capability); your internal and external premises wiring; the distance of your premises from the exchange; New Zealand and overseas networks; internet traffic congestion; other environmental factors, and how many other people are using it at the time.
- 7.6 **Copper Services:** In some instances, existing copper lines may become unavailable during the fibre installation process. You may not be able to revert back to your existing copper-based services once you have ordered a Fibre Access service.

8. YOUR OTHER RESPONSIBILITIES

- 8.1 Fibre Access is provided for the delivery of One New Zealand Services. You may not terminate your Fibre Access service independently of any Services provided over Fibre Access. If you terminate your Fibre Access service, Services provided over that Fibre Access will also be terminated. Early Termination Charges and Terms may apply.
- 8.2 If you are replacing an access service from another provider with Fibre Access, you are responsible for terminating your previous service. We recommend you do not cancel any previous services from third parties until your Fibre Access service is operational.

9. DEFINITIONS

In this Service Description the defined terms set out in your Agreement will apply and in addition:

Agreement means your agreement with us, including our Business Terms, Pricing Plan, Change Fees, this Fibre Access Service Description, and any Service Description that applies to your Services, and any Sign Up Agreement.

Sites means the sites stated in your Sign Up Agreement.

Sign Up Agreement means any application which you sign or agree to in relation to Fibre Access.