

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: VDSL ACCESS

One New Zealand's VDSL Access is a fast copper-based access to the premises for the delivery of telecommunications Services. Services that can run over this access type include (for example) Business Broadband and Office Net.

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

1. YOUR VDSL ACCESS SERVICE

1. 1 Your VDSL Access service consists of a copper access service terminating on a RJ45 socket box at your Site.

2. AVAILABILITY

2. 1 VDSL Access services are not available in all areas. VDSL Access services may not be available at your Site for a number of reasons, including: no deployment by Chorus to your Site; issues with wiring; consent requirements; and/or building set up.
2. 2 Our agreement to provide VDSL Access to you is conditional on us confirming that we are able to supply VDSL Access to your Site, and your confirmation to meet any additional costs or terms that might apply.
2. 3 If you move premises to a location outside of a VDSL 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.

3. INSTALLATION OF THE ACCESS

3. 1 Unless expressly set out otherwise in our Agreement, you are responsible for all costs in relation to the installation of VDSL Access at your premises including any set-up charges.
3. 2 To establish a VDSL connection new lines and equipment must be installed. On the first day of the installation, we will discuss with you what is required for installation at your Site. There are two standard installation options:
 - (a) **Standard Connection only** – only available when you already have a pre-existing VDSL service, which you are transferring to us;
 - (b) **Standard Connection and Wiring** – if you do not already have an active VDSL service. We will undertake a full reinstallation of the line, during which time your previous services that used the VDSL connection will be unavailable. We do not make any representations or warranties about the outage time, or whether we will be able to successfully install VDSL.
3. 3 Our Standard Connection Only and Standard Connection and Wiring options do not include:
 - (a) additional work associated with your installation which has additional cost (including additional work which is required due to the quality and capacity of your lines);
 - (b) any trench excavation;
 - (c) additional line capacity at your Sites or new lead-ins at your Sites which you request that we install;
 - (d) wiring from the MDF of your Sites if your building is fitted with an MDF;
 - (e) installation or configuration of your router (e.g. for LAN); or
 - (f) any other factor associated with your installation or set-up which we (or our agent) reasonably consider to be non-standard.

You are responsible for undertaking and for all costs associated with the matters set out above.

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3. 4 Installation will only proceed if you consent to any non-standard installation charges that apply.
3. 5 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.
3. 6 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 all other required authorisations, licences and consents.
3. 7 VDSL Access will not be installed, and Services will not be supplied until all required access, authorisations, licences and consents are obtained.
3. 8 You must be present at your Site during the installation of the VDSL Access services, and make available any person required by us, or we will not be able to install the VDSL Access services.
3. 9 If your building is fitted with an MDF, you are responsible for providing a RJ45 socket, premises wiring (Cat 5e or 6) and a spare port on the MDF. If this is not ready, please tell us prior to the VDSL Access installation. We will supply to the MDF and allow your own technician to complete the installation.
3. 10 Some line characteristics and conditions are not apparent until the line is built and can be tested. Once the line is built and tested, we may discover that we are unable to provide you with VDSL Access because your lines are unable to support VDSL. If this occurs, we will attempt to re-activate your previous connection, but we cannot guarantee that such reactivation will be successful.

4. INSTALLATION CHARGES

4. 1 A standard installation Charge will apply for installations that we assess as standard.
4. 2 If 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 VDSL Access.
4. 3 During the installation process, we 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 VDSL Access.
4. 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.

5. SERVICE LIMITATIONS

5. 1 Access Service only

VDSL 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 your VDSL Access.

5. 2 Power Failure

VDSL Access services are reliant on mains power, both at your Site and in our Network. In the event of a power failure the VDSL Access service will NOT work.

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5.3 Calling

VDSL Access services may not provide a level of data throughput required to deliver some voice and video communications. VDSL 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.

5.4 Third Party Services

We do not guarantee that the VDSL 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 service provider to ask whether such services are compatible with fibre. You may need to choose an alternative access if the provider of those third-party services and devices cannot guarantee compatibility with VDSL Access.

5.5 Speed

Speed: Statements about the speed of your VDSL Access are based on theoretical maximums and are not guarantees of continuous speed. The actual speed that your VDSL 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.

Performance: Your VDSL Access is shared with other broadband users. As a result, the performance of your VDSL Access may vary from time to time where there is above average broadband traffic over the network.

Tuning: Environmental changes can impact the performance of your VDSL Access. We may tune your VDSL Access on a regular basis. The speed and performance of your VDSL Access may change as a result of these environmental changes and our tuning of the Service.

6. YOUR OTHER RESPONSIBILITIES

6.1 VDSL Access is provided for the delivery of One New Zealand Services. You may not terminate your VDSL Access service independently of any Services provided over VDSL Access. If you terminate your VDSL Access service, Services provided over that VDSL Access will also be terminated. Early Termination Charges and Terms may apply.

6.2 Change Fees will apply if you terminate your VDSL Access prior to the expiry of the initial Term. Details of those change fees can be found on our website <https://www.one.nz>

6.3 If you are replacing an access service from another provider with VDSL Access, you are responsible for terminating your previous service. We recommend you do not cancel any previous services from third parties until your VDSL Access service is operational.

7. 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 VDSL 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 VDSL Access.