



## **CSA - Schedule 1**

Special Terms for the Boost Service

November 2014

## 1. Introduction

- 1.1 The terms and conditions for the Boost Service are set out in the General Terms and this Service Appendix.
- 1.2 The General Terms sets out the general rights and obligations of Chorus and the Service Provider for all of the services that Chorus may supply to the Service Provider.
- 1.3 This Service Appendix is made up of the following schedules:
  - (a) **Schedule 1 - Special Terms:** Sets out the terms and conditions specific to the services that Chorus will supply to the Service Provider.
  - (b) **Schedule 2 - Service Description:** Describes the services that Chorus will supply to the Service Provider.
  - (c) **Schedule 3 - Price List:** Lists the charges for the services that Chorus will supply to the Service Provider.
  - (d) **Schedule 4 - Operations Manual:** The Operations Manual that applies to the Boost Service is the Bitstream Copper Services Operations Manual. It sets out the operational processes and procedures applying to the services that Chorus will supply to the Service Provider.
- 1.4 References to clauses, sections or appendices are references to clauses, sections or appendices in these Special Terms unless expressly provided otherwise.
- 1.5 References to Chorus' website are to the secure web portal that Chorus makes available to the Service Provider.
- 1.6 The definitions set out in the General Terms and Operations Manual apply to the extent that they are not expressly modified by or inconsistent with the context of these Special Terms.
- 1.7 References to the Service Description, Price List and Operations Manual are references to those documents under the same Service Appendix as these Special Terms. References to the Service Appendix are references to the Service Appendix for the Boost Service.

## 2. Definitions

- 2.1 Except where expressly provided otherwise, in this Service Appendix:

**ADSL** means Asymmetric Digital Subscriber Line: A data communications technology that enables faster data transmission over copper telephone lines than a conventional voiceband modem can provide.

**Amended Fact Sheet** means the fact sheet for Basic VDSL with effect from 1 December 2014 as published on Chorus' website.

<b>Ancillary Deliverable</b>	means those deliverables performed by Chorus in relation to the Ancillary Service Levels for which failure by Chorus is unlikely to cause the Service Provider diminished service quality to its End Users, as set out in Appendix A.
<b>Ancillary Service Level</b>	means the way which Chorus' performance of an Ancillary Deliverable is measured (except as may be otherwise provided) on a calendar basis, as set out in Appendix A. Ancillary Service Levels are subject to any exclusions specified in these Special Terms.
<b>Ancillary Service Level Default</b>	means a failure by Chorus to meet an Ancillary Service Level corresponding to a particular Ancillary Service Deliverable.
<b>Approved Modem List</b>	means the list of Approved Modems published on a Chorus' website.
<b>Accredited Modem</b>	means a modem that has been accredited by Chorus, in accordance with the process on Chorus' website, for installation by Chorus contractors.
<b>Baseband</b>	means (as the context requires) all or any part of the services described in the Service Appendix for the Baseband (non FTTH) Service.
<b>Baseband Copper</b>	means the baseband copper product variant available under Baseband.
<b>Baseband IP</b>	means the baseband IP product variant available under Baseband.
<b>Basic UBA Service</b>	has the meaning given in the UBA STD, which is supplied by Chorus as either BUBA or EUBA 0.
<b>Basic VDSL</b>	means the VDSL service supplied by Chorus under Amended Fact Sheet.
<b>Boost Service</b>	means (as the context requires) all or any part of the services described in the Service Description.
<b>Boost VDSL</b>	means the VDSL2 access service described in the Service Description.

<b>BUBA</b>	means that part of Basic UBA Service supplied by Chorus as “BUBA”.
<b>Business Hours</b>	means from 8:00am to 5:00pm on any Working Day.
<b>Chorus Site</b>	means property controlled by or under the influence of Chorus at which Chorus offers Services.
<b>Chorus UFB Coverage Area</b>	means the area defined as the ‘coverage area’ under Chorus’ Network Infrastructure Project Agreement with Crown Fibre Holdings Limited and as set out on Chorus’ website.
<b>Commercial Handover Connection</b>	means a handover connection under the Commercial Handover Connection Service.
<b>Commercial Handover Connection Service</b>	means (as the context requires) all or any part of the services described in the Service Appendix for the Commercial Handover Connection Service.
<b>Commercial Tail Extension Service</b>	means (as the context requires) all or any part of the services described in the Service Appendix for the Commercial Tail Extension Service.
<b>Connection</b>	means an instance of the Boost Service.
<b>Consecutive Business Hours</b>	means a number of consecutive hours (including fractions of hours) within Business Hours (where the first Consecutive Business Hour in a Working Day is consecutive to the last Consecutive Business Hour in the preceding Working Day).
<b>Consecutive Fault Restoration Hours</b>	means a number of consecutive hours (including fractions of hours) within Fault Restoration Hours (where the first Consecutive Fault Restoration Hour in a day is consecutive to the last Consecutive Fault Restoration Hour in the preceding day).
<b>Core Service Deliverable</b>	means those deliverables performed by Chorus in relation to the Core Service Levels for which failure by Chorus may cause the Service Provider diminished service quality to its End Users, as set out in Appendix A.
<b>Core Service Level</b>	means the way which Chorus’ performance of a Core Service Deliverable is measured (except as may be otherwise provided) on a calendar basis, as set out in Appendix A. Core Service Levels are subject to any exclusions specified in these Special Terms.

<b>Core Service Level Default</b>	means a failure by Chorus to meet a Core Service Level corresponding to a particular Core Service Deliverable.
<b>Core Service Rebate</b>	means the payment to be made by Chorus to a Service Provider for a Core Service Level Default, calculated in accordance with these Service Level Terms.
<b>CoS</b>	means Class of Service.
<b>Coverage Area</b>	means the geographic area serviced by a given Handover Point.
<b>Customer Premises Equipment or CPE</b>	means any equipment, building cables and wiring at the Customer's site beyond the End User Demarcation Point (ETP).
<b>Deemed Acceptance Time</b>	means the time which is four Consecutive Business Hours after the Receipt Time of a valid Order. To avoid doubt, an Order may still be rejected notwithstanding a deemed acceptance.
<b>Deliverable</b>	means a Core Service Deliverable or an Ancillary Deliverable.
<b>Demarcation Points</b>	means the points for the commencement and/or termination of the Boost Service as specified in the Services Description and as indicated as such on the Diagram. To avoid doubt, the Boost Service is provided between the Demarcation Points.
<b>Diagram</b>	means the diagram of the Boost Service as set out in Appendix A to the Service Description.
<b>Distribution Frame or DF</b>	means a passive frame used to terminate cables and optimise space within a Chorus Site.
<b>DSLAM</b>	means Digital Subscriber Line Access Multiplexer. A device that connects many digital subscriber lines to a network by multiplexing the DSL onto one or more network trunk lines.
<b>DSL</b>	means Digital Subscriber Line.
<b>ETP</b>	means external termination point for telecommunications services at an End User Premises, Service Provider Premises or NBAP or, where there is no termination point external to the premises, either the first jack on the premises wiring or the building distribution frame.

<b>EUBA 0</b>	means that part of the Basic UBA Service supplied by Chorus as “EUBA 0”.
<b>Fault Restoration Hours</b>	means 7:00am to 7:00pm, seven days a week and <b>Fault Restoration Hour</b> means one hour within this period.
<b>First Data Switch</b>	means the first piece of equipment beyond the End User Premises, Service Provider Premises or NBAP that is not a DSLAM, usually a point of aggregation.
<b>Handover Connection</b>	means a handover connection under either the Commercial Handover Connection Service or the regulated UBA Service.
<b>Handover Point</b>	means, as noted on the Diagram, either the Chorus' First Data Switch, or equivalent facility located in the Coverage Area where aggregated traffic in a Coverage Area are presented for transport to the Service Provider. Where the Commercial Tail Extensions Service is used with the Boost Service, the handover point will be beyond the Demarcation Point.
<b>Interference Management Plan</b>	means the New Zealand copper Local Loop Interference Management Plan (as amended from time to time).
<b>Location Aggregation Path or LAP</b>	means local aggregation path operating between the End User DSLAM and Chorus' first data switch (or equivalent facility) other than a DSLAM.
<b>Minimum Line Speed</b>	has the meaning given in clause 2.14.1 of the Service Description.
<b>Minimum Throughput</b>	has the meaning given in clause 2.14.2 of the Service Description.
<b>Non-Building Access Point or NBAP</b>	means a location, other than End User Premises, Service Provider Premises or Reseller Premises, which may not have a physical address and where either Chorus (End User) Equipment or Chorus (Service Provider) Equipment is (or is to be) installed in order to deliver a Service.
<b>Non-Qualifying Connection</b>	means a Connection that does not achieve the Service Commitment as contemplated by clauses 2.16 and 2.27 of the Service Description.
<b>MOFDF</b>	means Chorus' Main Optical Fibre Distribution Frame.
<b>OFDF</b>	means Chorus' Optical Fibre Distribution Frame.

<b>Order</b>	means an order for the Boost Service.
<b>PDN</b>	means Chorus' fixed Public Data Network.
<b>Planned Outage</b>	has the meaning given to that term in clause 24.2 of the General Terms.
<b>PTD</b>	means Packet Transfer Delay.
<b>POTS</b>	means Plain Old Telephone Service, an analogue telephone service.
<b>Qualifying Connection</b>	means a Connection for which Chorus is obliged to provide the Service Commitment.
<b>Receipt Time</b>	means: <ul style="list-style-type: none"> <li>(a) for Orders that are made using OO&amp;T, the time that the electronic communication containing the Order enters OO&amp;T; or</li> <li>(b) for Orders that are made by email, the time that an Order is received in the Chorus designated inbox for receipt of such Orders,</li> </ul> provided that where an Order is received outside Business Hours, the Receipt Time will be the start of the first Business Hour of the following Working Day.
<b>RFS Date</b>	means the date advised by Chorus in accordance with the Operations Manual.
<b>Service Commitment</b>	has the meaning given in clause 2.14 of the Service Description.
<b>Service Identifier</b>	means a unique alphanumeric identifier assigned by Chorus to a Service.
<b>Service Level Report</b>	means the report on Service Levels to be developed and provided by Chorus under clause 13.1.
<b>Service Levels</b>	means the Core Service Levels and the Ancillary Service Levels.
<b>Service Level Default</b>	means an Ancillary Service Level Default or a Core Service Level Default.
<b>STD</b>	means a standard terms determination made by the Commission under section 30M of the Telecommunications Act 2001.

<b>Tolerance Level</b>	means the minimum levels of performance of a Service Level for a Deliverable each month, expressed as a percentage in Appendix A.
<b>Tie Cable</b>	means a cable used to connect the MOFDF to Service Provider or Other Service Provider equipment at a Chorus Site.
<b>Truck Roll</b>	means each occurrence on which Chorus physically despatches a field services person to go out and perform exchange or field work in connection with Boost Service.
<b>UBA STD</b>	means the STD for Chorus' unbundled bitstream access service (Commission decision 611).
<b>UBA Service</b>	has the meaning given in the UBA STD.
<b>UCLF Service</b>	has the meaning given in the UCLF STD.
<b>UCLF STD</b>	means the STD for Chorus' unbundled copper low frequency service (Commission Decision 738).
<b>UFB Handover POI</b>	means the Handover points on interconnect use for UFB Services, as set out on Chorus' website.
<b>UFB Services</b>	means any fibre based services offered by Chorus pursuant to its network infrastructure project agreement with Crown Fibre Holdings Limited.
<b>Unplanned Outage</b>	has the meaning given to that term in clause 24.4 of the General Terms.
<b>VDSL</b>	means a Very High Speed Asymmetric Digital Subscriber Line: A data communications technology that enables faster data transmission over copper telephone lines than a conventional voice band modem can provide.
<b>Voice Services</b>	has the meaning given in clause 2.4 of the Service Description.
<b>Waiter</b>	means an accepted Order which cannot be actioned due to infrastructure capacity constraints.

### 3. Prerequisites and End User Terms

#### 3.1 The Service Provider must comply with:

- (a) the prerequisites provided at sections 4 to 6 of the General Terms;
- (b) the operational prerequisites provided in the Operations Manual; and
- (c) the Service prerequisites provided in clause 3.1 of the Service Description.



3.2 For the purposes of clause 15.2 of the General Terms (End User Terms), the EUT and Consenting Appendix are applicable for the Boost Service.

#### 4. **Insurance Requirements**

4.1 For the purposes of clause 6.2 of the General Terms, the Service Provider is not required to provide insurance as a prerequisite for the supply of the Boost Service.

#### 5. **Limitation of Liability**

5.1 For the purpose of clause 20.2 of the General Terms (the Service Provider's total Liability), the amount specified in these Special Terms is \$2,000,000.

5.2 For the purposes of clause 21.2 of the General Terms (Chorus' total Liability), the amount specified in these Special Terms is \$2,000,000.

#### 6. **Exclusions**

6.1 The Boost Service excludes:

- (a) Commercial Handover Connection Service, Commercial Tail Extension Services and any other Services under any other Service Appendix;
- (b) Voice Services;
- (c) any service under any STD or any UFB Services;
- (d) any service, equipment or anything else beyond the Demarcation Points, except for installation services expressly set out in the Service Description;
- (e) any form of backhaul within or outside of the Chorus Site in which the Boost Service terminates;
- (f) provision or maintenance of the CPE;
- (g) configuration, monitoring, operation, support or maintenance of the Service Provider's or Customer's applications, equipment or networks; and
- (h) control of access to the Boost Service end points through any network beyond the Boost Service Demarcation Points.

6.2 For the avoidance of doubt, the above is not intended to be an exhaustive list of exclusions or to limit what is excluded from the Boost Service. These exclusions need to be read in the full context of this Service Appendix.

#### 7. **Ordering requirements**

7.1 To ensure the Connections and associated services provided as part of the Boost Service are distinguished from those connections and associated services provided as part of the regulated UBA Service (under the UBA STD), the Service Provider will need to set up two separate accounts and order under the correct account.

## 8. **New Service Variants**

- 8.1 Chorus may offer new variants of the Boost Service, which may include new Charges, by giving notice to the Service Provider. Chorus may amend the Service Appendix for the Boost Service to reflect such new variants, provided that such amendments do not affect the terms of the existing variants of the Boost Service. If the Service Provider Orders the new variants, it will be considered to have accepted such amendments to the Service Appendix. Chorus will comply with the requirements of the UBA STD, if any, if it offers a new Boost Service variant.

## 9. **Forecasting**

- 9.1 The Service Provider will provide Forecasts to Chorus in accordance with the procedures and time frames set out in the Operations Manual. The consequences of the Service Provider failing to provide a Forecast or failing to provide an accurate Forecast are set out in the Operations Manual.

## 10. **Service Levels**

- 10.1 Subject to clause 7.15 of the Operations Manual, Chorus will provide the Deliverables in accordance with the Service Levels. The Service Levels are either classified as Core Service Levels or Ancillary Service Levels. The Service Levels will apply from the date the Service Provider takes the Boost Service.
- 10.2 If the Service Provider updates or changes an Order under the Operations Manual, the Service Levels applicable to that Order (as updated or changed) will be measured from the date that update or change was accepted by Chorus.

## 11. **Review of Service Levels**

- 11.1 Chorus may review the Service Levels at any time the UBA STD service level terms are reviewed or annually. Any changes to the Service Levels resulting from such a review will:
- (a) if they are as a result of changes to the UBA STD service level terms and Chorus gives notice that the corresponding Service Level will also change, become effective on the date of such change to the relevant UBA STD service level terms become effective.
  - (b) if as a result of an annual review, be communicated to the Service Provider at least one month prior to the change becoming effective.

## 12. **Exclusions to the Service Levels**

- 12.1 The Service Levels will not apply where:
- (a) failure to meet a Service Level is due to a Force Majeure Event;
  - (b) failure to meet a Service Level is a direct result of a Service Provider failing to comply with an express obligation under the General Terms or the Service Appendix for Boost Services;
  - (c) expressly stated in the Operations Manual, including where any Orders exceed any Service Order Limits for any Month;
  - (d) failure to meet a Service Level is a direct result of:

- (i) a fault that is the Service Provider's responsibility under the General Terms or the Service Appendix for Boost Services;
  - (ii) anything (including any fault) caused by the Telecommunications network or equipment of any third party not under the control of Chorus or the Service Provider's Network or the Service Provider Equipment;
- (e) a fault is reported and no fault for which Chorus is responsible is detected when the service is tested from end to end;
  - (f) failure to meet a Service Level is due to a failure by the Service Provider or its End User to allow access to the premises or equipment when reasonably requested;
  - (g) remedying failure to meet a Service Level would result in a material health and safety risk for a Chorus employee or agent, the avoidance of which could not have been realistically predicted by Chorus;
  - (h) the circumstances referred to in clause 12.2 apply; or
  - (i) agreed between Chorus and the Service Provider.

12.2 Further exclusions or limitations to Chorus' liability in respect of specific Service Levels are set out in Appendix A. The exclusions and limitations provided in Appendix A are in addition to the general exclusions set out in this section 12 and in no way limit any such exclusions.

### 13. Reporting on Service Levels

13.1 Chorus will develop a Service Level Report based on the service level reporting provided by Chorus under the UBA STD. Once the Service Level Report has been developed, Chorus will provide the Service Provider with the Service Level Report each month. The report will be delivered or made available to the Service Provider within 10 Business Days of the end of each relevant calendar month in electronic format. The report will detail Chorus' performance against each of the Service Levels over the preceding month.

13.2 In the event of any Service Level Default, Chorus will report to the Service Provider:

- (a) the cause of and procedure for correcting such Service Level Default; and
- (b) the steps taken by Chorus to remedy any ongoing Service Level Default until such Service Level Default is remedied.

### 14. Core Service Level Rebates

14.1 Subject to clauses 12 and clause 14.2, in the event of a Core Service Level Default, Chorus will calculate if a Core Service Rebate is payable as calculated in accordance with Appendix B.

14.2 Notwithstanding clause 14.1, following the date the Service Provider takes the Boost Service, Chorus will be liable to pay Core Service Rebates for a failure to meet the following Core Service Levels only:

- (a) Chorus will complete the Order without fault (excluding Service Commitment) (specified in item 4 of Appendix A);
- (b) Chorus will complete the Order by the notified expected RFS Date (excluding Service Commitment) (specified in item 5 of Appendix A); and

- (c) Chorus will restore the fault within the notified expected restoration time (excluding Service Commitment) (specified in item 14 of Appendix A).

14.3 For the avoidance of doubt, the Service Provider will not receive a Core Service Rebate from Chorus for any failure to meet an Ancillary Service Level. The Ancillary Service Levels are reporting metrics only.

14.4 Any Core Service Rebate will be credited on the basis that there is:

- (a) no admission of liability by Chorus or the Service Provider; and
- (b) that any amount credited will be credited without prejudice to any right of either Chorus or the Service Provider to claim for additional loss resulting from the Service Level Default.

## 15. **Reconciliation of Core Service Rebates**

15.1 Within 10 Business Days after the end of each calendar month (**Relevant Month**), Chorus will provide a summary report to the Service Provider that will detail the total amount of Core Service Rebates imposed for Core Service Level Defaults in accordance with Appendix B during the Relevant Month, detailed by Core Service Level and the relevant Order(s).

15.2 Where Core Service Rebates are due to the Service Provider, Chorus will set off the total amount of the Performance Penalties from the Charges due in the next invoice issued by Chorus to the Service Provider in relation to the Boost Service. If the Core Service Rebates exceed the Charges due, then Chorus must pay the amount equivalent to the Core Service Rebates, or that part of the Core Service Rebates not so set off, to the Service Provider within 20 Working Days of the end of the calendar month.

## 16. **Migration from Boost Service to Basic VDSL**

16.1 At any time before the final pricing principle determination is issued by the Commerce Commission for the UBA STD (**UBA Decision**) and within 6 months after the UBA Decision, which is expected to be released in April 2015, the Service Provider may give notice to Chorus that it wishes to migrate Connections to Basic VDSL. For any such migration:

- (a) The Service Provider is only entitled to one such migration;
- (b) It must be done on a Coverage Area by Coverage Area basis;
- (c) For each Coverage Area, the Service Provider must migrate all Connections in that Coverage Area from the Boost Service to Basic VDSL;
- (d) Chorus will not charge the Service Provider for those charges specified in clause 5 of the Price List for the Commercial Handover Connection Service or any change plan charges under Basic VDSL; and
- (e) The charges for migrated connections will be as set out in the Amended Fact Sheet, including the Connection and Wiring Uplift. For the purpose of the Connection and Wiring Wash-up, each migrated connection will be deemed to have been connected from the time such connection was first connected as a Boost Service.

**17. Adjustment to Recurring Charges**

17.1 The Recurring Charges for the Boost Service are fixed until 31 December 2015. Chorus may amend the Recurring Charges for the Boost Service with effect after this date in accordance with the price change mechanisms set out in the Price List.

**AGREEMENT**

Chorus and the Service Provider agree that Chorus will supply and the Service Provider will accept and pay for the Boost Service on the terms and conditions set out in the General Terms and this Service Appendix.

Date of agreement: \_\_\_\_\_

**SIGNATURES**

**For Chorus**

**(Chorus New Zealand Limited)**

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Position of authorised person: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Service Provider**

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Position of authorised person: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A: SERVICE LEVELS FOR BOOST SERVICE

### 1. Boost Service provisioning Service Levels

Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
1.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Order acknowledgement	Chorus will acknowledge receipt of each Order	Provide acknowledgment of receipt of each Order to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99%	
2.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Notification of rejection	Chorus will reject invalid Orders by returning the appropriate code to the Service Provider	Provide notification of the rejection to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	90%	This Service Level will not apply where prequalification for an Order requires an action to be undertaken manually.
3.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Notification of expected RFS Date	Chorus will notify the Service Provider of expected RFS Date of the Order <sup>1</sup>	Provide notification of the expected RFS Date to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	This Service Level will not apply where an Order is a Waiter

<sup>1</sup> The notified expected RFS Date must be within the Standard Lead-Time, except where otherwise agreed between Chorus and the Service Provider

Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
4.	Core	New Connection Transfer Change Plan Move Address Relinquishment	Order is completed right first time	Chorus will complete the Order without fault	No faults in work carried out to provision the Order to occur within 5 Working Days of confirmation by Service Provider of completion	90% (for each service)	<p>The fault must be a fault:</p> <p>(a) for which Chorus is responsible; and</p> <p>(b) that has been reported to Chorus within 5 Working Days of confirmation by Chorus of completion of the Order; and</p> <p>(c) that is found and required to be fixed (it is not a "No Fault Found").</p> <p>Excludes any additional time required for a Connection to meet the Service Commitment as it may take additional time to allow for the line profile optimisation to be effective.</p>

Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
5.	Core	Move Address New Connection Transfer Change Plan Relinquishment	Meet notified expected RFS Date for relevant Boost Service <sup>2</sup>	Chorus will complete the Order by the notified expected RFS Date	Complete the Order by the notified expected RFS Date	90% (for each service)	Where Chorus extends a previously notified RFS Date (other than as a result of a Service Provider's or a Service Provider's Customer's request to do so), this is considered a failure of this Service Level.  Excludes any additional time required for a Connection to meet the Service Commitment as it may take additional time to allow for the line profile optimisation to be effective.
6.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Pre-qualification Acknowledgement	Chorus will acknowledge receipt of Pre-qualification Order	Complete the acknowledgement of receipt within 4 consecutive Business Hours following the receipt of the Order	90%	
7.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Pre-qualification Order Completion	Chorus will complete the Pre-qualification Order and return the required information to the Service Provider	Complete the Pre-qualification Order and return the required information to the Service Provider within: <ul style="list-style-type: none"> <li>for automated Pre-qualification, 4 Consecutive Business Hours following receipt of the Order</li> <li>for a special manual Pre-qualification investigation, 6 Working Days following receipt of the Order.</li> </ul>	90%	

<sup>2</sup> The notified expected RFS Date must be within the Standard Lead-Time, except where otherwise agreed between Chorus and the Service Provider



Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
8.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Change to RFS Date	Chorus will provide notification of RFS Date change	Provide notification of the change of RFS Date to the Service Provider within 4 Consecutive Business Hours of receipt of the request to change an existing Order (provided that the request is received at least 1 Working Day prior to the notified RFS Date)	90%	
9.	Ancillary	New Connection Transfer Change Plan Move Address Relinquishment	Confirmation of completion	Chorus will provide the Service Provider with confirmation of completion of the Order	Provide confirmation of completion of the Order to the Service Provider within 4 Consecutive Business Hours after the Order has been completed	90%	Excludes any additional time required for a Connection to meet the Service Commitment as it may take additional time to allow for the line profile optimisation to be effective.

## 2. Boost Service – Service Restoration

Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
10.	Ancillary	Boost Service	Notification of Planned Outages	Chorus will advise of Planned Outages	Advise at least 5 Working Days before Planned Outage occurs	90%	Chorus will use all reasonable endeavours to schedule Planned Outages between the hours of 11:00pm and 6:00am
11.	Ancillary	Boost Service	Notification of Unplanned Outages	Chorus will advise of Unplanned Outages	Advise within 2 hours, 24 hours a day, seven days a week, of Chorus discovering or receiving notification of the Unplanned Outage	90%	

Item	Core / Ancillary	Services to which Core Service Level relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
12.	Ancillary	Boost Service	Fault report receipt acknowledgement	Chorus will acknowledge receipt of each fault report	Provide report receipt acknowledgement within half a Fault Restoration Hour of the fault being reported <sup>3</sup>	90%	This Service level does not apply where an invalid fault report has been submitted.
13.	Ancillary	Boost Service	Notification of expected restoration time <sup>4</sup>	Chorus will provide notification of the expected restoration time	Provide notification of the expected restoration time within 4 Fault Restoration Hours of the fault being reported	90%	Unless otherwise agreed between Chorus and the Service Provider, where a fault relating to the technical service specifications is reported, Chorus will provide notification of the expected restoration time within 8 Consecutive Fault Restoration Hours of the fault being reported.
14.	Core	Boost Service	Meet notified expected restoration time	Chorus will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	Excludes the Service Commitment for Non-Qualifying Connections.

<sup>3</sup> If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received at 7.00am the following day.

<sup>4</sup> The expected restoration time will be provided in accordance with Chorus' fault prioritisation systems.

**APPENDIX B: CORE SERVICE REBATES**

<b>Item No.</b>	<b>Core / Ancillary</b>	<b>Services to which Service Level relates</b>	<b>Service Attribute</b>	<b>Deliverable</b>	<b>Tolerance Level</b>	<b>Core Service Rebate</b>
4.	Core	New Connection Transfer Change Plan Move Address Relinquishment	Order is completed right first time	Chorus will complete Order without fault	90% (for each service)	Where Chorus fails to meet the specified Tolerance Level, the Core Service Rebate is to be calculated in respect of each Order falling below the Tolerance Level, in accordance with the following formula:  Core Service Rebate = 7% of the provisioning Charge for the service to which the Service Level relates  For clarity, in assessing which Orders (if any) fall below the Tolerance Level, each month Orders must be assessed chronologically from time and date of failure to meet the Service Level
5.	Core	Move Address New Connection Transfer Change Plan	Meet notified expected RFS Date for the relevant Boost Service	Chorus will complete the Order by the notified expected RFS Date	90% (for each service)	Where Chorus fails to meet the specified Tolerance Level, the Core Service Rebate is to be calculated in respect of each Order falling below the Tolerance Level, in accordance with the following formula:  Core Service Rebate = A x B Where: A = the applicable Rebate Rate B = the provisioning Charge for the service to which the Service Level relates  For clarity, in assessing which Orders (if any) fall below the Tolerance Level, each month Orders must be assessed chronologically from time and date of failure to meet the Service Level

Item No.	Core / Ancillary	Services to which Service Level relates	Service Attribute	Deliverable	Tolerance Level	Core Service Rebate
14.	Core	Boost Service	Chorus will restore the fault within the notified expected restoration time	Chorus will restore the fault within the notified expected	90%	Where Chorus fails to meet the specified Tolerance Level, the Core Service Rebate is to be calculated in respect of each fault falling below the Tolerance Level, in accordance with the following formula: Core Service Rebate = A x B Where: A = the applicable Rebate Rate x the Boost Service Monthly Charge B = the number of Boost Services detrimentally affected by the fault. For clarity, in assessing which Orders (if any) fall below the Tolerance Level, each month faults must be assessed chronologically from time and date of failure to meet the Service Level

### Calculation of Rebate Rate

Where any Order or fault has not been completed or restored (as the case may be) within the period required by the relevant Service Level (taking into account the Tolerance Level), the Rebate Rate for the initial Service Level Default will be 7%. For:

- a. every 9 Consecutive Business Hours (that is, the equivalent of a full Working Day) that the Service Level Default continues to not be resolved, if the Service Level Default relates to a Boost Service Order (that is, item 5); or
- b. every 12 Fault Restoration Hours that the Service Level Default continues to not be resolved, if the Service Level Default relates to fault restoration (that is, item 14), the Rebate Rate will increase by one percentage point.

If the Service Level Default relates to a Service Level that is not time based (that is, item 4 "Order is completed right first time"), the escalating Rebate Rate will not apply.

### Example of Core Service Rebate Calculation

The following is an example which illustrates how Core Service Rebates for item 5 ("Meet expected RFS Date") will be calculated.

Chorus is required to complete 10 New Connection Orders during the calendar month. For three of these Orders Chorus failed to complete the Order within the notified expected RFS Date, but due to the Tolerance Level (90%) will not be penalised financially for the first of these three defaults. Default number 1 exceeded the expected RFS Date by 45 Consecutive Business Hours (that is the equivalent of five Working Days), so the applicable Penalty Rate is 12%. Default number 2 exceeded the expected RFS Date by 27 Consecutive Business Hours (that is, the equivalent of three Working Days), so the applicable Penalty Rate is 10%. Default number 3 exceeded the expected RFS Date by 9 Consecutive Business Hours (that is, the equivalent of one Working Day), so the applicable Penalty Rate is 8%. The Performance Penalties will be calculated as follows:

Default number 2:

A = the applicable Rebate Rate = 10%; B = the provisioning Charge for the service to which the Service Level relates = for example \$73.51 (Exchange or cabinet visit required)

Core Service Rebate =  $A \times B = 10\% \times \$73.51 = \$7.35$

Default number 3:

A = the applicable Rebate Rate = 8%; B = the provisioning Charge for the service to which the Service Level relates = \$73.51 (Exchange or site visit required)

Core Service Rebate =  $A \times B = 8\% \times \$73.51 = \$5.88$

**Appendix C**  
**Standard Lead Times for Orders**

<b>Boost</b>	<b>Standard Lead-Time</b>
New Connection (Truck Roll required)	8 Working Days
New Connection (no Truck Roll required)	2 Working Days
Transfer (Truck Roll required)	4 Working Days
Transfer (no Truck Roll required)	2 Working Days
Move Address (Truck Roll required)	8 Working Days
Move Address (no Truck Roll required)	2 Working Days
Relinquishment	2 Working Days
Change Plan (Truck Roll required)	8 Working Days
Change Plan (no Truck Roll required)	2 Working Days