



Recipient name  
Organisation  
Address Line 1  
Address Line 2  
Address Line 3

Chorus New Zealand Limited  
Chorus House  
66 Wyndham Street  
AUCKLAND

[Date]

Dear [ ]

### **Chorus Install Support Offer**

The demand for fibre is accelerating across New Zealand and in the extremely competitive fibre market every broadband provider is seeking to grow uptake and deliver more value.

You've told us that improving the customer experience is critical to your broadband strategy. Over the last two years we've been working to design a better fibre installation experience for consumers of broadband services.

As part of this project, consumers told us that they wanted fibre to be easy and convenient to get. They wanted to be better informed throughout the process and to feel in control.

To deliver this, we believe that having one touch point, with access to tools and systems is the best way of giving your customers the information they need for a better experience.

#### **What's on offer?**

The solution we're proposing is that we manage communications with home and small businesses consumers during the fibre install process from our receipt of the order to commissioning of the connection.

This offer can be used to deliver a better customer experience while you build new systems on the back of the newly released Chorus B2B, or as a longer term solution that will help streamline your operation.

#### **Let's do this!**

To sign up for the offer, sign and return this offer letter to your Account Manager.

Questions? Your Account Manager will be happy to help. There's also lots of great information about Install Support on our website.

Yours faithfully

**[Service Provider Name]** agrees to the terms of the Chorus Install Support Offer as set out in this letter

Tim Harris  
Chief Commercial Officer, Commercial Office  
Chorus New Zealand Limited

Authorised Signatory Name:

Authorised Signatory Position:

Date:

## APPENDIX

### Terms of the Offer

#### Terms of the Chorus Install Support Offer

The terms of the Install Support Offer (**Offer**) between Chorus New Zealand Limited (**Chorus**) and the Service Provider are as follows:

#### **Term**

1. The Offer will commence from the later of 1 March 2017 or the date you sign this letter (**Commencement Date**).
2. The Offer is available for a fixed period from the Commencement Date to 30 April 2018 (**Expiry Date**).
3. Either party may terminate the Offer by giving the other party 3 months' notice.

#### **UFB Services available under the Offer**

4. The Offer will only be available for and apply to orders:
  - (a) For new installations for Bitstream 2 or Bitstream 2 Accelerate Services;
  - (b) From the time the order becomes a Service Order until Chorus has confirmed to the Service Provider "service given" for that connection,(each an **Offer Install**).
5. All orders for other Bitstream Services or other services provided by Chorus are excluded from the Offer.

#### **Chorus Services under the Offer**

6. For each Offer Install, Chorus will:
  - (a) Subject to paragraph 7, undertake contact with End User, whether by phone, text, email or Chorus order tracker in relation to Chorus' installation of the Offer Install;
  - (b) Schedule all Chorus' appointments for the installation of the Offer Install with the End User;
  - (c) Reschedule any Chorus' appointments with the End User as may be necessary;
  - (d) If the End User cancels their Offer Install, any required consents are not obtained or Chorus is unable to contact the End User, Chorus will either cancel the applicable Offer Install or notify the Service Provider of an intention to cancel;
  - (e) Provide a Chorus order tracker to the End User to enable them to track their Offer Install on smartphone, tablet or computer; and
  - (f) Notify the Service Provider when the Offer Install has "service given",(collectively the **Services**)
7. The Offer and the Services will exclude the following:
  - (a) End User questions in relation to any aspect of the Offer Install that does not relate to Chorus' installation or that relates to the services the Service Provider is offering the End User (i.e. any aspect of the Service Provider's service) . If Chorus receives any such questions it will ask the End User to contact the Service Provider;

- (b) The ordering, sending and/or installation of any CPE for the End User, which the Service Provider will continue to be responsible for or will be subject to separate arrangements; and
  - (c) Any Offer Install once Chorus has confirmed "service given" to the Service Provider.
8. Chorus may from time to time amend this the Offer, including the Services, Process Document (as defined below) and any of the documents it publishes in relation to the Offer as it seeks to further improve processes, except that Chorus may only amend the Charges in accordance with paragraph 11. Chorus will keep the Service Provider informed of any changes, provided that Chorus will give the Service Provider 30 days' notice, or shorter notice if Chorus reasonably considers an urgent change is desirable, of any change to:
- (a) The method and/or lead time of the initial contact by Chorus with the End User; or
  - (b) The information that Chorus requires from the Service Provider for the purposes of the Offer.

**Charges**

9. Subject to paragraph 11, there will be a fixed Charge of \$40 for each instance of the Offer Install where Chorus has confirmed "service given". This Charge will not apply to any Offer Install which does not have "service given". All other Changes under the Chorus UFB Services Agreement as amended from time to time (**Reference Offer**) will continue to apply.
10. On receipt of 10 business days' written notice from you, Chorus will set off any Charges incurred under this Offer against any Core Service Rebates payable by Chorus to the Service Provider until all such Charges have been satisfied.
11. Chorus may by giving 3 months' written notice to you amend the Charge set out in paragraph 9 or withdraw the option to set off the Charges against Core Service Rebates in paragraph 10. If Chorus increases the Charges, the Service Provider may terminate this Offer within 30 days after the date of such notice.

**Consent to contact End Users**

12. By accepting this Offer, the Service Provider consents to Chorus, for the purposes of clause 10.5 of the Chorus UFB Services Agreement General Terms, contacting its End Users to implement the Offer and enable Chorus to perform its obligations under the Offer.

**Transition Plan and Process Documents**

13. Chorus and the Service Provider shall agree a transition plan to on-board the Service Provider under the Offer, that will detail the following:
- (a) The date that Chorus will commence providing the Services to the Service Provider;
  - (b) How the Service Provider will transition its Offer Installs to Chorus under the Offer; and
  - (c) Any information that will need to be exchanged between the parties to enable Chorus to provide the Services.
14. Chorus will, as part of the on-boarding process, provide the Service Provider a document that details its processes for the Offer (**Process Document**). Both Chorus and the Service Provider will comply with the Process Document.

***Consequences of Expiry or Termination of the Offer***

15. On the Expiry Date or termination of the Offer and the Services will cease and the following will apply:
  - (a) New Service Orders placed will not be subject to the Offer and Chorus will cease to provide the Services;
  - (b) Service Orders placed under the Offer prior to the Expiry Date will continue to be subject to the Offer until Chorus has confirmed "service given" unless otherwise agreed between Chorus and the Services Provider; and
  - (c) Chorus will refer any End User enquiries to the Service Provider.

**Chorus Order Tracker**

16. The Chorus order tracker is LFC IP.
17. Chorus may make changes to the Chorus order tracker, which may include functionality, software upgrade, interfaces and information provided. Any Chorus order tracker changes will not be considered a Technology Change, LFC Equipment Change or any other change under the Reference Offer. Chorus will try to consult and discuss any changes with the Service Provider. Any changes to or the withdrawal of the Chorus order tracker will not require any approvals under the Reference Offer nor the Service Provider's agreement.

**Application of Reference Offer**

18. Terms used but not defined in this letter that are defined in the Reference Offer, will have those meanings as defined in the Reference Offer.
19. The Reference Offer terms will apply to the Offer.