

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



### SERVICE DESCRIPTION: DSL ACCESS (VDSL AND ADSL)

#### PART A – PRODUCT OVERVIEW

One New Zealand's DSL Access is a copper-based broadband access service that is installed to the premises for the delivery of telecommunications services. Services that can run over this access type include (for example) Business Broadband.

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

#### PART B – DSL ACCESS

##### 1. YOUR DSL ACCESS SERVICE

1. 1 Your DSL Access service uses a copper line terminating on a socket box at your Site, which supports a single broadband modem/router.
  - (a) ADSL is supplied via a standard telephony socket box;
  - (b) VDSL is supplied via a dedicated RJ45 socket box.
1. 2 The underlying copper line can also support a standard phone service.

##### 2. AVAILABILITY

2. 1 DSL Access services are not available in all areas. DSL Access services may not be available at your Site for reasons including: no deployment of DSL Access by Chorus to your Site; issues with wiring; consent requirements; and/or building set up.
2. 2 Our agreement to provide a DSL Access to you is conditional on us confirming that we can supply the required type of DSL Access to your Site, and you confirming that you will meet any additional costs or terms that might apply.
2. 3 If you move premises to a location outside of a DSL 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.
2. 4 When you order a DSL Access Service (usually by ordering a Service that runs over a DSL Access), we cannot guarantee to supply you with VDSL. VDSL is not guaranteed on every DSL Access Service, usually due to distance or interference issues.

##### 3. INSTALLATION OF THE ACCESS

3. 1 Unless expressly set out otherwise in this Agreement, you are responsible for all costs in relation to the installation of DSL Access at your premises including any set-up charges.
3. 2 To establish a DSL Access 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 DSL Access service of the right type (ADSL or VDSL), which you are transferring to us;
  - (b) **Standard Connection and Wiring** – if you do not already have an active DSL Access service of the right type. We will undertake a wiring check and if necessary, reinstall the line, during which time any previous services that used the DSL Access 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 the DSL Access.

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



- 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 a 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.

- 3.4 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.
- 3.5 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.
- 3.6 DSL Access will not be installed, and Services will not be supplied until all required access, authorisations, licences and consents are obtained.
- 3.7 You must be present at your Site during the installation of the DSL Access services, and make available any person required by us, or we will not be able to install the DSL Access services.
- 3.8 If your building is fitted with an MDF, you are responsible for providing a spare port on the MDF and a pre-wired socket wired as follows:

ADSL	VDSL
<b>Premises wiring</b> Cat 3, Cat 5e or Cat 6 cabling	<b>Premises wiring</b> Cat 5e or Cat 6 cabling
<b>Socket</b> BT Socket (NZ default)	<b>Socket</b> RJ45

- 3.9 If the socket is not ready please tell us prior to the DSL Access installation. We will supply to the MDF and allow your own technician to complete the installation.
- 3.10 Some VDSL line characteristics 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. If this occurs, we will attempt to re-activate any previous connection, but we cannot guarantee that such reactivation will be successful.

## PART C – PRICING

### 4. INSTALLATION

- 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 DSL Access.

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



- 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 DSL 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.

### PART D – OTHER TERMS AND CONDITIONS

#### 5. SERVICE LIMITATIONS

##### 5.1 Access Service only

DSL 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 DSL Access.

##### 5.2 Power Failure

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

##### 5.3 Calling

DSL Access services may not be suitable to deliver some voice and video communications. DSL 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 Speed

Statements about the speed of a Service running over a DSL Access are based on theoretical maximums and are not guarantees of continuous speed. The actual speed that you 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.

##### 5.5 Performance

Your DSL Access uses networks that are shared with other broadband users. As a result, the performance may vary from time to time depending on the traffic on those networks.

##### 5.6 Tuning

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

#### 6. YOUR OTHER RESPONSIBILITIES

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

6.2 If you are transferring a DSL access service from another provider to us, we will arrange for your previous service to be terminated. You may have to pay early termination fees to your previous service provider.