



Chorus House
66 Wyndham Street
AUCKLAND

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

Date

Dear

Ultra Fast Broadband (UFB) Business Installation Offer

Introduction

This letter sets out the terms of Chorus New Zealand Limited's (**Chorus**) UFB Business installation Offer (the **Business Installation Offer** or **Offer**). The purpose of the Business Installation Offer is to introduce a Chorus Business Basic Install.

You may accept the Business Installation Offer by signing this letter. Accepting the Offer will not require you to take Services, or to sign a UFB Services Agreement. If you sign this letter forming an agreement with Chorus (**Business Installation Agreement**), the terms of the Chorus UFB Reference Offer (as amended from time to time, the **Reference Offer**) will be incorporated by reference.

Please note that the terms of the Business Installation Offer set out in this letter will prevail over the terms of the Reference Offer to the extent of any inconsistency between them. Terms used in this letter that are defined in the Reference Offer have the same meanings in this letter.

Terms of the Business Installation Offer

1. The Business Installation Offer is available for you to accept now. The Business Installation Agreement has effect from the date you sign this letter.
2. Chorus will offer to supply the **Chorus Business Basic Install** described in Appendix A of this letter for Business End User Connections:
 - i. of the Evolve 3 plan (Bitstream 2 30/10 5/5 CIR); Evolve 4 plan (Bitstream 2 - 100/50 10/2.5 CIR), Business 1 & 2 plan/template (Bitstream 3 & 3A - 100/100 2.5/2.5 CIR), HSNS Premium (Bitstream 4 – all speeds), Direct Fibre Access Service (DFAS) and Bandwidth Fibre Access Service (BFAS);
 - ii. of any other Chorus UFB business plans which Chorus notifies in writing as included in this Offer to:
 1. all RSPs by way of a Chorus Informer; and
 2. the parties to this Business Installation Agreement; and
 - iii. provided in the Chorus UFB Zone (Funded Network)¹ in Single-Dwelling Units (SDU).

The Offer does not apply to Business End User Connections to SDUs accessed by Right of Ways or SDUs in gated communities or campus environments. It also does not apply to Business End User Connections to Business End User Tenancies in Multi Dwelling Units (MDUs).
3. Chorus will not charge for the Chorus Business Basic Install for the duration of this Offer.
4. Except as varied by this Offer, all other Charges in the Reference Offer will apply in accordance with its terms, including without limitation:
 - i. Charges for Business End User Connections of applicable UFB Services in the Reference Offer; and
 - ii. Early Termination Charges, if applicable.
5. For the avoidance of doubt, the Core Service Levels and Ancillary Service Levels in the Reference Offer are not varied by the Chorus Business Basic Install or this Business Installation Agreement.
6. The Business Installation Offer is for the benefit of Business End Users taking Business services only, and does not apply to Residential End Users or NBAPs.
7. Chorus may terminate the Business Installation Offer and this Business Installation Agreement on six months written notice to you. After the termination of the Business Installation Agreement, Services will continue to be available on the terms of the Reference Offer. (Note: Currently, Chorus anticipates that it will terminate this Offer at that the same time as it terminates the NGA Residential Installation Offer.)
8. Except as expressly provided in this letter agreement, the Services listed in Appendix A will be provided in accordance with the Reference Offer and all other terms of the Reference Offer continue to apply.

¹ **Chorus UFB Zone (Funded Network)** means the UFB fibre network funded by CFH and tested to CFH UAT standard in areas the boundaries of which are available on Chorus website www.Chorus.co.nz/ournetwork

9. Except as expressly provided in this letter agreement, the capitalised terms used in this agreement have the meanings set out in the Reference Offer.

To accept this Offer you must sign, date complete and return this letter agreement to your Chorus Account Manager on or before Chorus gives notice that the Business Installation Offer will cease pursuant to clause 6 above.

Please note that signing this letter will constitute an agreement between you and us, the terms of which are set out in the Offer letter and attached Appendix A.

Should you have any questions please contact your Chorus Account Manager.

Yours faithfully

[RSP Name]

Victoria Crone
General Manager Sales & Marketing
Chorus New Zealand Limited

Agrees to the terms and conditions of the
Business Installation Offer and this Business
Installation Agreement

[Name]
[Position]
[RSP Name]

APPENDIX A: CHORUS BUSINESS BASIC INSTALL

The Chorus Business Basic Install applies to the Business End User Connections that satisfy the criteria in clause 2 of the Offer. The Chorus Business Basic Install includes the following items:

1. A fibre lead-in from the FAP at the boundary, to the ETP or OFDF, as applicable, in an approved conduit or open trench, up to 200 metres in length, if the approved conduit or open trench are already in place at the time of installation.
2. Extension of the fibre from the ETP or OFDF (as applicable) to the ONT without distance constraint.
3. The ONT location will be at the point of greatest data usage, to be determined by Chorus in consultation with the Business End User (e.g. close to the LAN/WAN hub, PBX or main computer).
4. The internal fibre may be surface wired from the point of entry to the ONT if wall, ceiling or floor cavity is not accessible. The route and method used shall be determined by Chorus in consultation with the Business End User or, where appropriate, the owner of the relevant Premises or their agent.
5. The ONT and RGW will be mounted on the indoor surface of a wall, preferably on an external wall adjacent to 2 existing power outlets, unless an enclosure (including power outlets) is provided in the Premises prior to installation is available. The ONT and RGW location is to be agreed between Chorus and the Business End User or, where appropriate, the owner of the relevant Premises or their agent.
6. For Business End Users with one or two existing voice services provided either over the copper lines or from existing RGW ATA ports, if required connection of some or all of the existing Premises voice wiring to an ONT or RGW ATA voice port, including connection of RGW to ONT if required and RGW on site. (This doesn't include stock holding and delivery of RGW or wiring apart from one copper or hybrid cable from the ATA voice port/s to existing Premises wiring).
7. For Business End Users with more than two existing voice services provided over copper lines, equipment integration will be limited to connection of RGW to ONT if required and RGW on site. (This doesn't include stock holding and delivery of RGW).

Other than expressly provided in the Business Installation Agreement, the exclusions in the relevant Reference Offer Service Descriptions apply.