



Chorus UFB Services Agreement

Direct Fibre Access Services (layer 1): Service Description
for Direct Fibre Access Service in Voluntary Zones

Reference Offer

June 2017

1. Introduction

- 1.1. This Service Description is part of the Agreement as that term is defined in the Chorus Reference Offer.
- 1.2. The purpose of this Service Description is to detail the terms and conditions under which the Direct Fibre Access Service (**Voluntary DFAS**) will be provided inside the Voluntary Zones¹. Direct Fibre Access Service inside the Chorus UFB Zone is governed by the Direct Fibre Access Service Description that is part of the Chorus Reference Offer. Voluntary DFAS is a Voluntary Service for the purposes of the Chorus Reference Offer.
- 1.3. Except to the extent modified by this Service Description, the following Chorus Reference Offer documents apply to the provision of Voluntary DFAS:
 - 1.3.1. General Terms;
 - 1.3.2. Price List;
 - 1.3.3. Direct Fibre Access Service - Service Description;
 - 1.3.4. Direct Fibre Access Service - Service Level Terms; and
 - 1.3.5. Direct Fibre Access Service – Operations Manual.
- 1.4. When the deployment of the Chorus UFB Zone Passes those Premises to which Voluntary DFAS was provisioned under this Service Description, those Voluntary DFAS instances will become Direct Fibre Access Service governed by the Direct Fibre Access Service Description that is part of the Chorus Reference Offer. The LFC will regularly update the zone maps on the Chorus website www.chorus.co.nz/ournetwork to show the boundaries of the various zones.

2. General Terms

- 2.1. The General Terms in the Chorus Reference Offer apply to provision of Voluntary DFAS subject to any modifications, exclusions and clarifications:
 - 2.1.1. set out in clause 2.2 below; and
 - 2.1.2. that are necessary to ensure the General Terms are appropriate to the provision of Voluntary DFAS as notified by the LFC on 40 Business Days' notice.
- 2.2. Voluntary DFAS:
 - 2.2.1. is not a Base Wholesale Service as defined in clause 1.3 of the General Terms;
 - 2.2.2. may be withdrawn by the LFC on 12 months' notice. Clauses 5.2(a) and (b) of the General Terms do not apply to the withdrawal of Voluntary DFAS. Any instance of Voluntary DFAS that is subject to a Minimum Service Term that expires after the 12 month notice of withdrawal, shall continue to be provided by the LFC on the terms of the relevant Service Order until the expiry of that Minimum Service Term; and
 - 2.2.3. is not subject to a Price Cap. Changes to the Voluntary DFAS Core Charges and Ancillary Charges shall be treated as if the changes were under a Price Cap for the purposes of clauses 24.4(a) and 24.5(a) of the General Terms and therefore CFH approval for such changes is not required.
- 2.3. This Service Description may be changed by the LFC using the process for Agreement Changes set out in the General Terms except that:
 - 2.3.1. the Change Management Forum's prior approval of any such proposed Agreement Change under clauses 24.1 and 25 of the General Terms is not required;
 - 2.3.2. CFH approval of any such proposed Agreement Change will not be required under clauses 24.1(d)(ii) and 24.8 of the General Terms; and

¹ Direct Fibre Access Service in the RBI Zone is available under the RBI Services Agreement, a copy of which is on the Chorus website <http://www.chorus.co.nz/agreements/rbi-contracts>

2.3.3. the Service Provider may not propose any Agreement Change in relation to this Service Description in accordance with clause 24.1(b) of the General Terms.

3. Service Level Terms

3.1. The Direct Fibre Access Service Service Level Terms in the Chorus Reference Offer apply to provision of Voluntary DFAS subject to any modifications, exclusions and clarifications:

3.1.1. set out in this clause 3; and

3.1.2. that are necessary to ensure the Service Level Terms are appropriate to the provision of Voluntary DFAS as notified by the LFC on 40 Business Days' notice.

3.2. Clauses 1.2 and 1.3 of Appendix 1 to the Direct Fibre Access Services Service Level Terms do not apply and the following replacement clauses apply to Voluntary DFAS instead:

1.2 *Subject to clause 1.3 of this Appendix, the LFC will complete the Standard Installation for Connections as follows:*

(a) *To all classes of Premises where a change of configuration of equipment is required:*

Each installation of a Connection must be completed within ten Business Days following receipt of all necessary permissions and consents contemplated by clauses 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require) (or such later date as agreed with the Service Provider).

(b) *For Residential and Business Premises where only splicing or connection of network fibre or internal building fibre (including work in clause 1.2(a) if appropriate) is required:*

Each installation of a Connection must be completed within twenty Business Days following receipt of all necessary permissions and consents contemplated by clauses 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require) (or such later date as agreed with the Service Provider).

(c) *For Residential and Business Premises where only installation of network fibre into existing duct or trenching (including work in clauses 1.2(a) and 1.2(b) if appropriate) is required:*

Each installation of a Connection must be completed within thirty Business Days following receipt of all necessary permissions and consents contemplated by clauses 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require) (including road opening notices) (or such later date as agreed with the Service Provider).

(d) *For Residential and Business Premises where installation of network fibre into new duct or trenching (including work in clauses 1.2(a), 1.2(b) and 1.2(c) if appropriate) is required:*

Each installation of a Connection must be completed within thirty Business Days following receipt of all necessary permissions and consents contemplated by clauses 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require) (including road opening notices) (or such later date as agreed with the Service Provider).

(e) *NBAP – Fibre Connection:*

Each installation of an NBAP Connection must be completed within 60 Business Days following receipt of all necessary permissions and consents contemplated by clauses 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require) (or such later date as agreed with the Service Provider).

1.3 *Any time period:*

(a) *during which any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection which is subject to Downtime; or*

(b) *during which the LFC is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to install a Connection or restore a Connection which is subject to Downtime; or*

(c) which reflects any minimum notice requirements or access constraints contained in any existing arrangements referred to in clause 12.2(b) of the General Terms and which contain the permissions or consents that are relied upon,

will be added to the periods specified in clauses 1.2(a), 1.2(b), 1.2(c), 1.2(d) and 1.2(e) as applicable.

3.3. Item 3 of Appendix 3 to the Direct Fibre Access Services Service Level Terms does not apply and the following new item 3 applies to Voluntary DFAS instead:

Item	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
3.	Direct Fibre Access New Connection Service Request Direct Fibre Access Relinquishment	Notification of expected Service Start Date	The LFC will notify the Service Provider of expected Service Start Date of the Service Request	Provide notification of the expected Service Start Date to the Service Provider within 4 Consecutive Business Days of the Deemed Acceptance Time	95% (per relevant Core Direct Fibre Access Transaction Service)	

3.4. No Core Service Rebates will apply for Voluntary DFAS Connections. Chorus will however use commercially reasonable efforts to undertake Voluntary DFAS Connections in a manner consistent with the Service Levels applicable to those Connections.

4. Operations Manual

4.1. The Direct Fibre Access Service Operations Manual in the Chorus Reference Offer applies to provision of Voluntary DFAS subject to any modifications, exclusions and clarifications:

4.1.1. set out in this clause 4 below; and

4.1.2. that are necessary to ensure the Operations Manual is appropriate to the provision of Voluntary DFAS as notified by the LFC on 40 Business Days' notice.

4.2. Forecasts for Voluntary DFAS are to be included in the forecast figures provided in accordance with Part 2 – FORECASTING of the Direct Fibre Access Service Operations Manual. The total of all Direct Fibre Access Service variants forecast numbers will be used to calculate any limits or thresholds in the forecasting process.

4.3. Clauses 17.2 and 17.6 of the Direct Fibre Access Service Operations Manual do not apply and the following new clause 17.2 applies to Voluntary DFAS instead:

17.2 Where practical the LFC will provide diversity on request if available for Premises located within the Voluntary Zones as a Non Standard Install.

4.4. The following definitions apply to Voluntary DFAS in addition to those set out in the Direct Fibre Access Service Operations Manual – Appendix A – Glossary:

Term	Definition
Access Services	means all variants of the Direct Fibre Access Services and Bandwidth Fibre Access Services.
Chorus Reference Offer	means the UFB suite of documents posted on the Chorus website www.chorus.co.nz/ufbervices as updated from time to time.

Term	Definition
Jumpering Service	means a fibre jumper on the MOFDF connecting the Intra Candidate Area Backhaul Service, or an Access Service, to an Access Service.