



## CONSENT TO INSTALL NORTHPOWER FIBRE TELECOMMUNICATIONS EQUIPMENT IN YOUR ROW/ACCESS WAY

<p><b>Northpower Fibre Limited</b> (referred to in this agreement as: <i>Northpower Fibre, we, our or us</i>)</p> <p>Attention: Fibre Designer</p> <p>Postal Address: Private Bag 9018 Whangarei 0140</p> <p>Street Address: 28 Mt Pleasant Rd Whangarei 0110</p> <p>Phone Number: 09 430 1803</p> <p>Fax Number: 09 430 1804</p> <p><b>Signed by Us:</b></p> <p><u>Authorised Signatory</u></p> <p>Name: _____</p> <p>Date: _____</p>	<p><b>Property Owner:</b></p> <p>(referred to in this agreement as: <i>you or your</i>)</p> <p>Postal Address:</p> <p>Street Address:</p> <p>Phone Number:</p> <p>Fax Number:</p> <p><b>Signed by You</b> (as the Property Owner or on behalf of the Property Owner):</p> <p>_____</p> <p>Name: _____</p> <p>Date: _____</p>	
<p><b>Your Property</b></p> <p>Legal Description of your Property : Lot: _____ DP: _____ CT: _____ (where the ROW/Access Way is situated)</p> <p><b>Property address:</b></p>		
<p><b>Access Information</b></p>	<p style="text-align: center;"><b>Contact Phone</b></p>	
<p><b>Contact Person</b></p>	<p style="text-align: center;"><b>Business Hours</b></p>	<p style="text-align: center;"><b>After Hours</b></p>
<p><b>Owner of ROW/Access Way Conditions:</b></p>		

**PLEASE NOTE:** By signing this consent you confirm that you are the legal Property Owner (as registered on the certificate of title) and that you agree to the following terms.

## CONSENT TERMS

### 1. What our rights are

You give us the right (**our Rights**) to:

- 1.1. install, maintain and replace fibre-optic and telecommunication cables, ducting and associated equipment (**our Equipment**) in your ROW/Access Way; and
- 1.2. Use our Equipment to provide broadband services and other data to users of those services.

Our Rights will continue until we remove our Equipment.

### 2. Location of our Equipment

We will install our Equipment in the ROW/Access Way in accordance with any requirements agreed with you on the front page of this consent.

### 3. Access to your Property

- 3.1. We can enter your ROW/Access Way to carry out our Rights.
- 3.2. You will give us your reasonable help where needed for us to access your ROW/Access Way.
- 3.3. Unless there is an emergency, we will try to give you at least 48 hours' notice before we enter your ROW/Access Way. And we will try to carry out any works at a time that is reasonably convenient to you.
- 3.4. You must not (nor let anyone else) interfere with, have access to or tamper with our Equipment. And you must tell us immediately if you become aware of anyone else interfering with, accessing or tampering with our Equipment.

### 4. We own the Equipment

We remain the owner of our Equipment despite it being installed and located at your Property. And we have the right to remove our Equipment from your Property.

### 5. What our obligations are to you

We will:

- 5.1. carry out our Rights at our cost;
- 5.2. not unreasonably interfere with any lawful user of your Property;
- 5.3. restore the surface of that part of your Property affected by our works as nearly as possible to its former condition (but, we will only restore the area that our works have been carried out on and we cannot guarantee to match surface finish, e.g. colour, texture or pattern);

- 5.4. comply with all laws that apply to our Rights; and

- 5.5. Not interfere with any existing telecommunication equipment installed at your Property without your consent.

### 6. Assignment by us

We can assign this agreement to another company in the Northpower Fibre group or to any purchaser of all or part of our telecommunications network.

### 7. Sale of your Property

You will (or ask us to) give a copy of this licence to any purchaser of your Property.

### 8. End User Terms

- 8.1. If you receive broadband services using our Equipment, you also agree to the Northpower Fibre End User Terms.
- 8.2. The End User Terms include rights for Northpower Fibre and its contractors to enter and maintain the equipment within your Property.
- 8.3. These conditions can be found on the Northpower Fibre website [www.northpowerfibre.co.nz](http://www.northpowerfibre.co.nz).

### 9. Definitions

In this Consent, the references to:

- Northpower Fibre, we, our or us** include our contractors, employees and anyone acting on our behalf;
- 9.1. **you or your** include your property managers, any lawful users of your Property and anyone acting on your behalf; and
- 9.2. **ROW/Access Way** means that part of your property which provides access to other properties via a shared driveway or Access Way
- 9.3. **Your Property** includes the property described on the front page of this consent and any appurtenant rights you or your Property (eg, easements) has over other properties or areas held in common with other land owners.

### 10. How to sign this licence

You enter into this consent by signing where provided on the front page. Separate copies of this consent can be signed by you and us, and all signed copies will together form one agreement that binds both you and us.