

[date]

Whangarei Local Fibre Company Limited

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Private Bag 9018 Whangarei Mail Centre Whangarei 0148

Phone 0800 667 847 www.northpowerfibre.co.nz

[name of recipient] [name of RSP] [address]

By email: [email address of recipient]

Dear [name of recipient]

## **RESIDENTIAL INSTALLATION OFFER**

This letter sets out the terms of the residential installation offer (the Residential Installation Offer) by Whangarei Local Fibre Company Limited, trading as Northpower Fibre. The Residential Installation Offer is available to all retail service providers, whether or not they have agreed to the Northpower Fibre Reference Offer (as amended from time to time, the Reference Offer) by signing a Wholesale Services Agreement.

- You may accept the Residential Installation Offer by signing this letter. Accepting the Residential Installation Offer will not require you to take Services, or to sign a Wholesale Services Agreement.
- If you sign this letter, forming an agreement with Northpower Fibre (the Residential Installation 2. Agreement), the terms of the Reference Offer will be incorporated by reference. The Residential Installation Agreement has effect from 1 November 2012.
- The Residential Installation Offer is for the connection of residential End Users to the LFC Network using 3. the following installation components (the Basic Install):
  - (a) fibre lead-in from the FAP at the boundary, to the ETP, common ETP or OFDF (as applicable), for a distance of up to and including 200 metres per premise<sup>1</sup>, using the least cost method available of the following alternatives:
    - approved conduit or open trench if already in place at the time of installation; or (i)
    - aerial drop lead, but only if there is already overhead deployment to the premise at the (ii) time of installation; or
    - (iii) buried lead-in, in all other circumstances.
  - (b) extension of the fibre from the ETP, common ETP or OFDF (as applicable) to the ONT without distance constraint;
  - (c) location of the ONT at the point of greatest data usage, to be determined by Northpower Fibre in consultation with the End User;
  - (d) mounting the ONT on the interior surface of a wall, being (where practicable) an external wall adjacent to an existing power outlet, unless a customer provided enclosure (including power outlet) is available. The location of the ONT is to be agreed between Northpower Fibre and the End User; and
  - (e) reinstatement by Northpower Fibre of all surfaces on a "like for like" basis (i.e. Northpower

<sup>&</sup>lt;sup>1</sup> For example, if three premises share a right of way the maximum lead-in distance from the FAP at the boundary to the ETP, common ETP or OFDF (as applicable) of the furthest premise would be 600 metres.

Fibre will use concrete where concrete has been used, grass where grass has been used and asphalt where asphalt has been used). Northpower Fibre does not guarantee to match surface finish (e.g. colour, texture or pattern) and reinstatement will be limited to the area.

- 4. The Basic Install is to be provided by Northpower Fibre without charge, except that in the case of an installation to an End User tenancy at a Multi-Dwelling Unit Northpower Fibre may charge for the fibre lead-in from the common ETP or OFDF (as applicable) to the ETP at that tenancy if the cost of that fibre lead-in, calculated at the applicable labour and materials rates set out in the Reference Offer Price List, exceeds \$1,000.
- 5. If a residential End User premise is accessed using a right of way or is located within a gated community, the provisioning Service Levels will not apply to the connection of that premise to the LFC Network under the Residential Installation Offer.
- 6. The Residential Installation Offer does not apply to the connection of Businesses or NBAPs.
- 7. The Residential Installation Offer will, unless amended or withdrawn with the approval of the Product Forum, end on 31 December 2015. If the Product Forum approves a change to the Residential Installation Offer, that change will also apply to each Residential Installation Agreement. After the Residential Installation Agreement ends Services will continue to be available on the terms of the Reference Offer, provided that you have signed a Wholesale Services Agreement.
- 8. The terms of this letter prevail over the terms of the Reference Offer. Except as expressly provided in this letter, Services will be provided in accordance with the Reference Offer and all other terms of the Reference Offer continue to apply. Terms used in this letter that are defined in the Reference Offer have the same meanings in this letter.

Please confirm your acceptance of these terms by signing below and returning a copy of this letter to Northpower Fibre.

Chief Executive Officer
Whangarei Local Fibre Company Limited

Agreed on behalf of [name of RSP] by:

Signed

Name of authorised person

Date

Yours sincerely

Darren Mason