

NPD Policies: how we work together

Generated at 14/04/2024 10:47 AM

NPD Policies: how we work together

These Policies, including the Network Specifications, may be amended in whole or in part by Chorus from time to time in accordance with the [New Property Development Contract](#). Updates will be effective immediately upon posting of the amended terms and conditions on this page. You are responsible for ensuring you are familiar with the latest New Property Development Policies.

[Part 1 - applies to everyone](#)

- [Installation work you will do](#)
- [Installation work Chorus will do](#)
- [Easements](#)
- [Chorus Clearance Letter](#)
- [Remedial work](#)
- [Health and safety](#)

[Part 2 - only applicable to those with Chorus network build within their development site \(usually if you have more than 4 connections\).](#)

- [Design](#)
- [Availability of Materials and Materials Delivery](#)
- [Installation works](#)
- [Specific Installation Services](#)
- [Installation complete](#)

[Definitions](#)

[Appendix A - Network Specifications](#)

Part 1

As part of your development, you agree to comply with the requirements of these Policies, which may be updated by Chorus from time to time. Definitions of terms are included at the end of these Policies.

1. You agree to provide us with the following documents:
 - a. A Scheme Plan relating to the Site;
 - b. An MDU level plan showing the floor layout for any MDUs included in the Site; and
 - c. A power plan relating to the Site if you want power and telecommunications in the same trench.
2. After you have accepted the [New Property Development Contract](#) and Chorus has received your payment of the Charges and the plans we require from you under clause 1 of these policies, Chorus will confirm whether you are required to install any Development Communal Infrastructure (as further detailed in Part 2 of these Policies) and/or any End User Access Routes at the Site (as further detailed in clauses 5 & 6 of this Part 1, below).
3. You must let us know immediately if you become aware of something which might give rise to a change in the Scheme Plan, the Design Plan, an MDU level plan and/or the Development Scope or any potential non-compliance with the Network Specifications and this Policies document. Examples of relevant changes include changes in the number of connections, changes to boundaries or changes to road layouts. These may result in an amendment to your Order, and a design change fee may apply. Our team will assess and advise you at the time.

Installation work you will do

4. In addition to any activities in Part 1 of these Policies, if you need to install Development Communal Infrastructure inside the Site boundary you will be required to undertake additional installation work under Part 2.
5. Where you are building premises, in order to enable Pre-Built Fibre we will need you to install End User Access Routes, as set out in our Network Specifications in Appendix A.
6. If Pre-Built Fibre is not completed in your Development, End User Access Routes will need to be installed at a later date before future End Users can receive a fibre service.

Installation work Chorus will do

Please note: We employ service companies to help us meet our obligations to you but that doesn't change our relationship with you as set out in these Policies.

7. As set out in the NPD Contract, Chorus will:
 - a. Build our network to the exterior boundary of the Site. Title in all materials we use remains with us at all times; and
 - b. Undertake additional works so that the Site can be linked to our network including jointing, testing, and commissioning works.
8. You must contact us when your premises are ready for Pre-Built Fibre (which is included in all Orders as a default), and at that stage Chorus will install relevant End User Infrastructure to the relevant premises on Site. You agree to grant to Chorus all access rights to the Site that we require in order to install and maintain the End User Infrastructure.

Easements

9. Other than local authority public road reserves, if any of the Materials, Development Communal Infrastructure, End User Access Routes or Chorus network crosses third-party land you agree to obtain an easement from the owner of that land in our favour, in accordance with the requirements specified on our [clearance and easements](#) page.
10. The easement must be detailed in the Land Title Plan. A Land Title Plan is an approved survey plan for the Site. The draft or final Land Title Plan must be uploaded into the Portal before Chorus can release the Chorus Clearance Letter.
11. It is your responsibility to obtain any relevant easements and an approved Land Title Plan. An inability to obtain either document may prevent Chorus from linking the Site to our network and/or providing the Chorus Clearance Letter.

Chorus Clearance Letter

12. Chorus will issue the Chorus Clearance Letter once:
 - a. You have paid all Chorus Charges including any charges for further or remedial work or network relocation charges;
 - b. Chorus has completed the Services (or Chorus waives this requirement);
 - c. You have submitted a satisfactory draft or final Land Title Plan for the Site in the Portal; and
 - d. For those developments where Development Communal Infrastructure is required, Chorus is satisfied that all installation of Development Communal Infrastructure has been completed in accordance with the Network Specifications and the agreed Design Plan, including if required the supply of an 'As Built' plan. This is detailed further in [Part 2 of these Policies](#).
13. Once issued, you can pass the Chorus Clearance Letter on to your relevant local authority to confirm when the Site has been or will be linked from the appropriate Chorus exchange or cabinet.
14. The following are excluded from the scope of the Chorus Clearance Letter:
 - a. the provisioning of End User Infrastructure;
 - b. connection to our network of individual premises or allotments within the Site; and
 - c. the provision of telecommunications services over Chorus' network. Either you or the future End Users will need to talk to an internet service provider to receive a telecommunications service over our network.

Remedial work

15. If we consider, acting reasonably, that any of your works or activities do not meet the Design Plan requirements or our Network Specifications, we may, subject to applicable law and regulations:
 - a. Ask you to complete any further or remedial work that we consider necessary to meet our Network Specifications or the Design Plan at your cost;
 - b. Where we have to carry out any remedial activities, you agree to pay our Charges for such work. You agree to grant to Chorus all access rights to the Site that we require in order to carry out such remedial work; and
 - c. At our discretion, issue you with notice stating that legal title to any of our Materials is to transfer to you.
16. If you damage our network during:
 - a. preparatory work for the Site;
 - b. installation of the Materials, Development Communal Infrastructure or End User Access Routes; or

- c. the Defects Liability Period,
you will be liable to us for our reasonable costs of repairing that damage.
17. Your obligations in clauses 15 and 16 above are subject to such costs being reasonable in all respects and provided that if such remedial work is required as a direct result of errors, defects or failures by Chorus, then without prejudice to the other provisions of this agreement we shall meet the direct costs of performing that remedial work and shall undertake it as soon as possible.

Health and safety

18. We both agree to:
- a. comply with, and make sure each of our contractors, personnel and representatives are aware of and comply with:
 - i. the health and safety obligations under the NPD Contract and these Policies;
 - ii. any site-specific safety plans for the stage or development;
 - iii. all relevant local and national standards, codes of practice or generally accepted practices applicable to the telecommunications and construction industries in performing our obligations under the NPD Contract and these Policies; and
 - b. co-operate, consult and co-ordinate with each other, and any other PCBU (as defined in the Health and Safety at Work Act 2015 (HSW Act)) who has a duty under the HSW Act in relation to the services, works and activities provided under the NPD Contract and these Policies, to ensure each party can comply with its respective obligations under the HSW Act.
19. During the term of the NPD Contract, we both agree that we must each have a documented, adequate and effective Health and Safety Management System (HSMS) to ensure we can comply with our respective health and safety related obligations under the NPD Contract and these Policies and at law. Either of us may reasonably request the opportunity to review the other's.
-

Part 2 - Inside Site boundary infrastructure

In addition to Part 1 applying, the following sections will also apply to those developments that need to install Development Communal Infrastructure within their site.

Design

20. If we require you to install any Development Communal Infrastructure at the Site, we will provide a Design Plan identifying that infrastructure. Chorus retains all intellectual property rights in the Design Plan, and the Design Plan is not to be shared with anyone other than those involved in the development for the purposes required under the NPD Contract and these Policies.
21. Chorus will prepare a Design Plan based on the documents you provide to us. The Design Plan takes precedence if there is any inconsistency between it and the plans you provide to us. Where the Scheme Plan identifies a proposed utility corridor, we will endeavour to use that corridor in the Design Plan where possible (acting reasonably).
22. When you construct any MDU in the stage or development at the Site you will allow for our network at that MDU as detailed in the Design Plan and in accordance with the Network Specifications. Our service company representatives will be able to discuss these requirements with you.

Availability of materials

23. When we have completed the Design Plan, unless you've ordered Specific Installation Services (see Open Trench Install or In-building Cabling, below) from us, you will need to install the Materials in accordance with the Design Plan and Network Specifications. As noted in the Network Specifications, some Materials Chorus will supply to you and some materials you will need to obtain yourself. We may need to order the Materials as we do not always hold them in stock so you will need to liaise with us about lead times.
24. Materials collection or delivery:
 - a. If you have not ordered Materials Delivery, you must collect any Materials supplied by Chorus from Chorus' nominated depot, and we will let you know which service company depot to collect them from. Once we notify you that the Materials are ready, you will have 10 Working Days in which to collect them.
 - b. If you have ordered Materials Delivery, before we deliver Materials to your Site it is your responsibility to:
 - i. ensure the Site for delivery is secure;
 - ii. ensure there is someone at the Site to receive the Materials;
 - iii. ensure you have the required personnel and/or machinery to unload or move Materials as necessary; and
 - iv. liaise with Chorus contractors to agree the date and timing of delivery, and you will be responsible for the Materials from the time of delivery at the Site.
25. Risk of loss or damage in any Materials provided to you by Chorus will pass to you when you take possession of, or we deliver, them. Risk in any Materials that Chorus supplies to you remains with you until the earlier of the expiry of the Defects Liability Period or the return to us/collection of the Materials by us upon early termination of the NPD Contract.
26. As per our instructions and in accordance with the Network Specifications, you will need to make sure the Materials are kept in secure storage and in good condition up to the time you install them. This includes, but is not limited to, ensuring that any ribbonnet or microduct tubing is end-capped to avoid debris entering the tubes and correct cable storage to avoid the cable getting kinked or squashed.

Installation works

27. You agree to ensure that before installation of Materials begins you know what the final berm levels will be, where the final boundary positions are, and where other underground services will be located so that you are able to comply with the Network Specifications as regards the depth, location and separation of our network.
28. You are responsible for all trenching and reinstatement after installation. Unless you have ordered the Specific Installation Services described below (see clauses 31 and 32), you are also responsible for installation works in accordance with clause 29 at your cost. You agree to provide us with no less than 15 Working Days' notice of the date on which you'll carry out the installation of Development Communal Infrastructure.
29. Unless you have ordered Specific Installation Services described below (see clauses 31 and 32, which will override the following where applicable), you must install all the Materials, Development Communal Infrastructure and End User Access Routes in accordance with the Design Plan and the Network Specifications.
30. Where Chorus is required to access the Site or link its network to the Site (including jointing, testing, and commissioning works) you agree to grant to Chorus, or will procure on behalf of Chorus, all necessary consents and access rights.

Specific Installation Services (can be added to an Order)

31. Open Trench Install (SDU only):

Where you have ordered Open Trench Install, Chorus will install the Development Communal Infrastructure in line with the Network Specifications, provided you have carried out the following pre-installation work:

- a. The trench must be ready for installation. "Ready" means you have prepared the trench in the correct state for the duct to be laid in accordance with our Network Specifications, which includes separation of utilities and the trench being dug to an appropriate depth;
- b. You must provide us with no less than 15 Working Days' notice of the date on which the trench will be ready for installation; and.
- c. If you are digging trenches in stages then you will need to advise us of the length of trench being dug at each stage, so that we are carrying the appropriate amount of Materials,
and you remain responsible for reinstatement after installation is complete.

32. In-building Cabling (MDU only):

Where you have ordered In-building Cabling, Chorus will install the Development Communal Infrastructure and End User Access Routes (as required), in line with the Network Specifications, provided you have carried out the following pre-installation work:

- a. The building must be ready for installation. "Ready" means walls have been constructed but not covered, sealed or lined and there is enough space for all equipment to be installed. You are responsible for installing the cable support infrastructure as required;
- b. You must provide us with no less than 15 Working Days' notice of the date on which the development will be ready for installation of internal cabling; and
- c. You will need to liaise with our service company representatives to decide the wiring pathways which we will use to install the Development Communal Infrastructure and End User Access Routes (as required).

Installation complete

33. Once installation is completed as described above in clauses 27-32, and the conditions set out in clause 12 of these Policies have been met, we will provide the Chorus Clearance Letter required for your Council's section 224c certificate. Where still required, you should make the 'As Built' plans in accordance with the 'As Built' guidelines at www.chorus.co.nz/develop-with-chorus/docs/as-built-guidelines. Supplying an 'As Built' plan is no longer your responsibility for Orders which were accepted, and Charges paid, after 1st April 2022.
34. The Defects Liability Period runs from the date of collection of the Materials supplied by Chorus until the earlier of the date on which you sell the Site or the 12-month anniversary of the date on which the linking of the Site to the Chorus network is complete. You agree that
 - a. During the Defects Liability Period you are responsible for the maintenance and repair of trenches, sealings and washouts to protect the Materials and any damage you or your contractors do at Site to the Materials, Development Communal Infrastructure and End User Access Routes.
 - b. You are responsible for insurance covering vandalism or theft of the Materials while on your Site.
 - c. If you fail to meet your obligations during the Defects Liability Period Chorus may carry out the necessary work.
 - d. If Chorus carries out any work to remedy defects during the Defects Liability Period, you will be responsible for our costs other than where those defects were caused by Chorus,

its contractors or faulty Materials at the point risk in those Materials passed to you. You agree:

- i. such costs will become immediately due and payable by you; and
- ii. to grant to Chorus, or procure the grant of, all access rights to the Site that we require in order to carry out any such work.

35. We will link the Site to our network when all of the following are complete:

- a. Development Communal Infrastructure has been satisfactorily installed in accordance with the Design Plan and the Network Specifications;
- b. We have completed all Chorus work inside and outside the Site which is necessary to link the Site to our network (including obtaining all necessary approvals from local or other authorities); and
- c. You have paid all Chorus charges and costs, including any charges for further or remedial work and network modification charges.

36. Other than where Chorus is at fault, if after issuing the Chorus Clearance Letter we become aware that your installation of Materials, Development Communal Infrastructure or End User Access Routes do not meet our Network Specifications or the Design Plan, then subject to applicable law and regulation, we may rescind the Chorus Clearance Letter and advise the relevant local authority that we have done so.

Definitions

Refer to the [New Property Development Contract](#) for general definitions.

Design Plan

means the plan prepared by us which outlines the Materials, architecture design and any Development Communal Infrastructure to be installed at the Site.

Development Communal Infrastructure

means infrastructure including manholes, ducting, cable trays and internal cabling from one or more access points on the Site boundary to link to End User Access Routes (including within any multiple dwelling units).

End User

means an occupier or future occupier of premises at the Site who may receive a telecommunications service over our network through an internet service provider.

End User Access Route

means the ducting and any other materials to be installed in accordance with the Network Specifications and the Design Plan (if a Design Plan is provided) as required to enable the provisioning of End User Infrastructure.

End User Infrastructure

means all equipment, lines and works necessary to enable an End User to be connected through to an internet service provider (except for End User Access Routes).

In-building Cabling

means the Chorus product option you can select under the NPD Contract, described on our website, which involves the installation by Chorus of Development Communal Infrastructure and End User Access Routes in an MDU in line with the Network Specifications, and which will be listed on your Order.

Materials

means the telecommunications infrastructure (including (without limitation) ducting, multi-ducting, cables, manholes and chambers) which, in our sole opinion and when installed properly, would enable us to link our network to those properties and premises to be located within the Site, as identified in the Design Plan and/or the Network Specifications, that are supplied by Chorus.

Materials Delivery

means the Chorus product option you can select under the NPD Contract, described on our website, which involves the delivery of Materials by Chorus directly to your Site, and which will be listed on your Order.

MDU

means a multi-dwelling unit, being a building which contains or will contain more than one residential or commercial occupancy (whether vacant or occupied), which may share Development Communal Infrastructure.

Network Specifications

means those Chorus and third-party standards, technical requirements and specifications that are referenced in these Policies at Appendix A, as updated or amended from time to time.

Open Trench Install

means the Chorus product option you can select under the NPD Contract, described on our website, which involves the installation by Chorus of Development Communal Infrastructure into a trench you provide, in line with our Network Specifications at an SDU development and which will be listed on your Order.

Pre-Built Fibre

means the Chorus product described on our [preparing to connect](#) page, which involves the installation of fibre to the new premises at your Site.

Right of Way or ROW

means the legal right, established by usage or grant, for multiple owners to pass along a specific private route through grounds or property jointly owned by those parties.

Scheme Plan

means your plan relating to the Site which you are required to provide to us showing the details of the Site including identification of any existing or new allotment boundaries and any existing or new premises on the Site for which connections are required.

SDU

means a premise or future premise designed as one single dwelling unit.

Site

means the development location to which these Policies relates as identified on the cover page of your New Property Development Contract.

Working Day

means any day other than a Saturday, Sunday, or a statutory public holiday in New Zealand.

Appendix A - Network Specifications

1. General Fibre Network Requirements

[New Property Technical Requirements: Vol 1 - General Fibre Network](#)

2. Installing Network in Single-Dwelling Units and Right of Ways

[New Property Technical Requirements: Vol 2 - SDU and RoW](#)

3. Fibre Installation in Multi-Dwelling Units

[New Property Technical Requirements: Vol 3 - MDU Fibre Installation](#)

4. Internal Cabling

[New Property Technical Requirements: Vol 4 - Premises Wiring](#)