

Chorus' End User Terms



These terms relate to the installation, use and ownership of the line, and any associated equipment and infrastructure, connecting your property to Chorus' wider network.

More information about how we install fibre is available on our website, <https://www.chorus.co.nz/installing-fibre/fibre-in-your-home-or-business/ufb-installation-easy-as-abc>.

Term	Definition
approvals	All approvals needed for us to lawfully install, locate, access and operate our network in the manner allowed by these terms.
Chorus, we, us	Chorus New Zealand Limited.
Chorus Party	This includes: <ul style="list-style-type: none"><input type="checkbox"/> Chorus;<input type="checkbox"/> other network operators whose networks are connected to our network;<input type="checkbox"/> all companies directly or indirectly owned, partly owned or controlled by Chorus or those other network operators;<input type="checkbox"/> all officers, employees, contractors and agents of all those parties listed above; and<input type="checkbox"/> anyone else any of the parties listed above are responsible for.
install	All works and activities which are necessary to connect your property to our network.
network termination point	The point at your property where you will connect to our network, this includes the Optical Network Terminal (ONT) and any other Network Interface Device (NID) or the secure jack or other access point where our network ends on your property.
property	The property you own, occupy or have control over where assets installed and owned by us (or our predecessors, including Telecom New Zealand Limited) are (or are to be) located and will include: <ul style="list-style-type: none"><input type="checkbox"/> for residential connections, your home and section; and<input type="checkbox"/> for business connections, your business property and the land and buildings located on that property.
services	All goods and services of any kind we provide to you or your phone and broadband provider and includes operation, repair and maintenance of our network.
phone and broadband provider	Any other person approved by us who provides you with phone and broadband services that use our network.
unit title development	A building development governed by the Unit Titles Act 2010
You	The consumer or end user of the services

1. Agreement

These terms bind you and us, and apply to your property. You agree that we may install, locate, access and operate our network on your property under these terms. We may enforce these terms directly against you without any involvement from your phone and broadband provider. The things you agree to do under these terms only apply to the extent you are lawfully able to do them and we do not require you to do things you have no actual power to do. Your agreement to be bound by, and comply with, these terms is in exchange for us agreeing to install and/or make our network available for use at your property.

2. Our network

Our network includes the connecting line to your property and all associated equipment and infrastructure (including the network termination point), all of which is provided and owned by us and may be located in, on, over or outside of your property. Our network does not include any line or equipment provided by someone else, even if we may use that line or equipment. These terms do not give you any rights in any part of our network; nor will you acquire such rights from your phone and broadband provider.

3. Terms apply while our network is on your property

These terms apply between you and us for as long as, and whenever, any of our network is located on or at your property. These terms (and our rights under them) are entirely independent of your relationship with any phone and broadband provider.

For clarity, none of the rights and benefits conferred on us under these terms will come to an end or be altered as a result of your agreement with a phone and broadband provider ending.

4. What you agree to do

You must:

- ☐ let us or any of our agents or subcontractors come on or into your property to install or work on our network or anything connected to it; we will always try to give reasonable advance notice to the occupier before we do it and the people we send will carry and present proof of their identity. If the access we require to your property is not granted this may impact on the services you or others receive from your phone and broadband provider; and
- ☐ not interfere with any part of our network, even if it is on or within your property; only people we authorise may work on our network. If you interfere with our network, we have no responsibility of any kind to you for any failure or disruption in the services you obtain from a phone and broadband provider; and
- ☐ not convey or receive, or permit any person other than a phone and broadband provider to convey or receive, any signal, communication or other service over or using any part of our network unless we first agree (and we may agree subject to conditions).

You acknowledge that:

- ☐ there are a number of ways by which we may connect our network termination point at your property to our network, including by way of buried cable, aerial cable or surface mounted cable; we will recommend those methods which are most appropriate for connecting your property. In some situations we may require a contribution from you towards Chorus' costs to connect your property to the Chorus network. If a contribution is required, Chorus will not begin any installation works at or on the property until we have agreed the amount of any such contribution and that agreed contribution has been paid to us;

- ☐ our network termination point will require a continuous electricity supply to operate and you are responsible for ensuring that electricity is supplied safely to where our network termination point will be located; and
- ☐ if you connect anything to our network termination point (including any equipment or device) that is not compliant with any relevant international connection standards, it may adversely affect services you, and possibly others, receive from your phone and broadband provider and/or damage our network; and
- ☐ if you make a request to Chorus for relocation of the network termination point at the property at any time after it has been installed by us, Chorus may charge you a fee directly, or via your phone and broadband provider, for the work required to complete this relocation. In addition, Chorus will not be responsible for undertaking, or paying for, any works required to reinstate that area of the property in or on which the network termination point was previously located.

You agree to pay for repairing or replacing any part of our network which is lost, stolen, or damaged by you or anyone you are responsible for or have control over. If your property is in a multi-unit complex your liability to us will not exceed \$500,000 for any event or for any series of related events. Otherwise your liability to us will not exceed \$100,000 for any event or for any series of events. You also agree to use your reasonable endeavours to ensure that our rights to our network are not disrupted by anyone else.

5. Approvals

If you do not own your property you must ensure that the owner of the property approves the installation, location, access, operation and ownership of our network by us at the property, and in any common areas where the property is part of a multi-dwelling unit (such as an apartment or office building) and the owner of the property also owns all of the units within the development.

If your property is a unit title development, each unit owner has rights for the passage or provision of telecommunications services through the common property. You agree that you will notify the owner and the body corporate (if applicable) of the installation, location and means of connection of our network and, if Chorus asks you to, you will help us to obtain access to the common property in order to install our network. You will be responsible to us for any loss we suffer if you do not ensure the owner has given their approval. You agree that, if asked, you will provide us with written evidence of this approval.

If your property is located on a right of way, your acceptance of the Ultra-Fast Broadband Installation Agreement indicates your approval of any work we need to do in the right of way to install a fibre connection to any of your neighbours located on the right of way.

We may need to install our equipment on or in adjacent land or buildings that you do not own in order to connect the property to our network (for example, an access right of way or the risers that provide access for utilities in a commercial building). You agree that, if asked, you will help us to obtain all the approvals that we need to install that other equipment.

Unless we have all the approvals we need, we have no responsibility to you for any failure or disruption in the services you obtain from a phone and broadband provider.

6. Property damage and liability

On completion of install and if we damage the property at any time, Chorus will (at Chorus' cost) repair any damage to any part of the property, including any part affected by the install of the lead-in, as reasonably close as possible to the original condition prior to such damage. Such repair will only be on a "like for like" basis up to a maximum of \$500,000 for any event or for any series of related events with a total of \$10,000,000 in any 12 month period.

We would like you to tell us as soon as possible after you become aware that your property is damaged. You agree not to pursue any of our contractors or agents for any such repair costs or damage.

Other than our liability for property damage as set out above, no Chorus Party is liable to you or has to pay you for anything else caused by or resulting from anything any of them does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us or a phone and broadband provider. This exclusion applies whatever you are claiming for and however liability arises. If for some reason, we cannot rely on this exclusion of liability, the maximum combined amount that the Chorus parties (together) will have to pay you and anyone else who uses the services provided to you (together) are the same amounts set out above for circumstances where Chorus has damaged your property.

The limitations under this clause 3 do not limit any rights you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986. If you are a business customer who has a written agreement with your phone and broadband provider, the provisions of the Consumer Guarantees Act 1993 may not apply to any services we provide.

7. Information about you

You agree that phone and broadband providers may share information they have gathered or hold about you with us and that we may use it and any other information we gather and hold about you (including your name and address) for the purposes of connecting your property to our network and providing services to you and your phone and broadband provider. We may also use any of that information for the purpose of obtaining, maintaining or confirming the existence of any approvals we need.

We will only share information we hold about you with your phone and broadband provider and the agents and contractors we engage to do work on our network on your property. We may also share information we hold about you with other persons from whom we need approvals. You may ask to see information we hold about you and ask for any details that are wrong to be corrected.

8. Transferring these terms or our rights

We may transfer to someone else our rights and benefits under these terms, and our network. You agree that such a transfer can occur without the need for any approval from, or notice to, you. After a transfer, these terms (and all your obligations under these terms) will benefit the person we transfer to. We may also hold our rights and benefits under these terms in whole or in part for the benefit of other persons who may have an interest in our network.

9. Each term separately binding

If for any reason any of these terms cannot be enforced or relied on by you or us, all other terms of this agreement remain binding.