

**TERMS & CONDITIONS**

These Business Broadband Terms & Conditions apply in addition to the General Terms & Conditions, and set out the basis on which we will provide business broadband (ie Fibre and VDSL) services to you. Please read these Business Broadband Terms & Conditions carefully, as you agree to be bound by them when you apply for business broadband services from us.

To the extent that there is any conflict or inconsistency between these Business Broadband Terms & Conditions and the General Terms & Conditions, these Business Broadband Terms & Conditions will prevail.

We have worked hard to make these Business Broadband Terms & Conditions as clear as possible, but we still want to draw your attention to the following important terms:

- **Wholesaler terms:** In most cases, the relevant Wholesaler will carry out installation at your premises (depending on whether you acquire Fibre or VDSL Services). You will be required to agree to the Wholesaler's terms before installation commences. See clause 2.2 (LFC terms apply to Fibre and VDSL Services) and clause 2.3 (Chorus terms apply to VDSL) for more information.
- **Installation costs:** You will be responsible for paying any costs associated with connecting and installing the Services at your premises. Any Installation Costs will be agreed with you before connection or installation commences. We may invoice you for any Installation Costs on behalf of the relevant Wholesaler.
- **Speeds:** Any stated speeds represent the theoretic maximum speeds at which you are able to send or receive data on our Network. The actual speeds or latency you experience may vary depending on various factors. See clause 8.3 (Speed & quality of the Services) of the General Terms & Conditions for more information.
- **Unlimited data:** If you are on a Plan that includes "unlimited" data, the total amount of that data that you can use for the duration of your Plan is unlimited. All use is subject to our Acceptable Use Policy. See clause 8.4 (Unlimited Plans) of the General Terms & Conditions for more information.
- **Changes:** We will only make changes to our Agreement or the Services in accordance with clause 16.2 (Changes by us) of the General Terms & Conditions. Where we make a change that has a detrimental impact on you, you may have rights to terminate Services or our Agreement.
- **Termination:** Your and our rights to terminate Services or our Agreement, and the consequences of termination, are set out in clause 17 (Suspending or terminating the Services) of the General Terms & Conditions.
- **Early termination charges:** You may need to pay an early termination charge if your Fixed Term Plan is terminated before the end of the minimum service term. Further information is set out in clause 17.3 (Impact of termination by you or us) and clause 17.4 (Early termination charges) of the General Terms & Conditions. Early termination charges are also published on our Website.

Please contact us if you have any questions or suggestions on how we can do things better. We hope that you enjoy being with us.

**1. Definitions**

1.1 Definitions: Unless stated otherwise, capitalised terms used in these Business Broadband Terms & Conditions have the same meaning as given to them in the General Terms & Conditions. In addition, in these Business Broadband Terms & Conditions:

**ETP** has the meaning given to that term in clause 3.2 (Standard Fibre installation);

**Non-Standard Fibre Installation** has the meaning given to the term in clause 3.3 (Non-Standard Fibre Installation);

**Non-Standard VDSL Installation** has the meaning given to that term in clause 3.5 (Non-Standard VDSL Installation);

**ONT** has the meaning given to that term in clause 3.2 (Standard Fibre installation);

**RGW** has the meaning given to that term in clause 3.2 (Standard Fibre installation);

**Services** means the MyRepublic business broadband (fibre, hyperfibre or VDSL) service and associated services that you acquire from us;

**Standard Fibre Installation** has the meaning given to that term in clause 3.2 (Standard Fibre Installation);

**Standard VDSL Installation** has the meaning given to that term in clause 3.4 (Standard VDSL Installation);

and **UFB** means ultra-fast broadband.

## 2. Availability of the Services & Wholesaler terms

2.1 **Availability of the Services:** The Services are only available at premises that are UFB or

VDSL eligible and ready (as applicable). Your LFC is responsible for confirming Fibre availability.

Chorus is responsible for confirming VDSL availability.

2.2 **LFC terms apply to fibre Services:** If you are acquiring fibre Services, you agree that you will

be bound by your LFC's end-user terms, which relate to the provision (including installation) and use of that part of the LFC's network and equipment which is located on your premises. The following table lists each LFC, their general area(s) of responsibility, and a link to their website:

LFC	General area	Link to LFC's website
Northpower Fibre	Whangarei	<a href="http://www.northpowerfibre.co.nz">www.northpowerfibre.co.nz</a>
Ultrafast Fibre	Hamilton, Hawera, New Plymouth, Tauranga, Tokoroa and Wanganui	<a href="http://www.ultrafastfibre.co.nz">www.ultrafastfibre.co.nz</a>
Enable Networks	Christchurch	<a href="http://www.enable.net.nz">www.enable.net.nz</a>
Chorus	All other UFB areas	<a href="http://www.chorus.co.nz">www.chorus.co.nz</a>

2.3 **Chorus terms apply to VDSL Services:** If you are acquiring VDSL Services, you agree that you will be bound by Chorus' end-user terms (accessed at [www.chorus.co.nz](http://www.chorus.co.nz)), which relate to the provision (including installation) and use of that part of Chorus' network and equipment which is located on your premises.

## 3. Installation at your business premises

3.1 **Installation Costs:** You will be responsible for paying any Installation Costs. Any Installation Costs will be agreed with you before connection or installation commences. LFCs typically do not charge for a Standard Fibre Installation, but will charge for a Non-Standard Fibre Installation. We will invoice you for any Installation Costs on behalf of the relevant Wholesaler.

3.2 **Standard Fibre Installation:** Your LFC will determine what constitutes a standard fibre

installation (**Standard Fibre Installation**). See your LFC's website for further information. A Standard Fibre Installation typically involves installing and connecting:

- a.
- b. the fibre cable from the street (up to 200m) to your property;
- c. the external termination point (**ETP**) on the exterior of your property;
- d. the optical network terminal (**ONT**) inside your property; and the fibre enabled modem (**RGW**).

3.3 **Non-Standard Fibre Installation:** Your LFC will determine what constitutes a non-standard

fibre installation (**Non-Standard Fibre Installation**). See your LFC's website for further information. A Non-Standard Fibre Installation will typically be required if:

3.4 **Standard VDSL Installation:** Chorus will determine what constitutes a standard VDSL

installation (**Standard VDSL Installation**). Contact Chorus or see [www.chorus.co.nz](http://www.chorus.co.nz) for further information. A Standard VDSL Installation typically involves remotely activating your connection at the exchange.

3.5 **Non-Standard VDSL Installation:** Chorus will determine what constitutes a standard VDSL

installation (**Non-Standard VDSL Installation**). Contact Chorus or see [www.chorus.co.nz](http://www.chorus.co.nz) for further information. A Non-Standard VDSL Installation typically involves a Chorus technician visiting your premises to install a splitter, wire to a single RJ45 jack point, and isolate your premises from Chorus' network. A Non-Standard VDSL Installation also includes any additional chargeable work agreed between you and Chorus when the Chorus technician is on site.

**3.5 Non-Standard VDSL Installation:** Chorus will determine what constitutes a standard VDSL

installation (**Non-Standard VDSL Installation**). Contact Chorus or see [www.chorus.co.nz](http://www.chorus.co.nz) for further information. A Non-Standard VDSL Installation typically involves a Chorus technician visiting your premises to install a splitter, wire to a single RJ45 jack point, and isolate your premises from Chorus' network. A Non-Standard VDSL Installation also includes any additional chargeable work agreed between you and Chorus when the Chorus technician is on site.

**3.6 Access to your premises is required:** We and our authorised contractors or suppliers

(including a Wholesaler) may require access to your premises to connect and install the Services and any Equipment. You agree to provide such access, and any information, assistance and consents reasonably requested to enable us, our contractors or suppliers (including a Wholesaler) to obtain authorisations, licences or consents that may be required to provide Services to you. We will arrange a time with you to access your premises. We and our contractors or suppliers will identify ourselves and carry suitable identification when accessing your premises. If we, our contractors or suppliers attend your premises at the arranged time and are not able to gain timely or safe access to your premises, then we may charge you a reasonable fee for that attendance.

**3.7 Delays:** We will use all reasonable efforts to facilitate the installation process in the most

efficient manner. However, we are not responsible for any delays to the installation process that are beyond our reasonable control, including any delays caused by you or the Wholesaler (including your or the Wholesaler's availability).

**3.8 Consent for fibre Services:** If you are not the owner of the premise, or if you occupy a right-of-way or multi-unit premise, third party consents will be required to connect and install fibre Services. You must provide us with all information and assistance required to assess what consents may be required. You must obtain the consent of the owner(s) of your premises to all works being undertaken at the premises and obtain or assist your LFC to obtain all other required authorisations, licences and consents. You acknowledge that the Services cannot be connected to your premises until all required access, authorisations, licences and consents are obtained.

**3.9 Temporary loss of other telecommunication services:** You acknowledge that connecting

and installing the Services and any Equipment at your premises may result in you experiencing a temporary loss of your existing telecommunication services. We and our contractors or suppliers (including a Wholesaler) will use our best endeavours to minimise the duration of any such loss of existing telecommunications services.

**3.10 Works may be required for fibre Services:** You acknowledge that connecting and installing

fibre Services and any Equipment at your premises may require trench excavation or other civil works. All required works will be discussed with you prior to works commencing. Your LFC will be responsible for restoring any works, subject to their restoration policy. Restoration will typically be limited to restoration of the area where a trench has been dug and may include reinstating surfaces in a 'like for like' manner (e.g. grass with grass, concrete with concrete or asphalt with asphalt etc.). However, the finish or match of the reinstated surface is not guaranteed. You are responsible for any restoration beyond the LFC's restoration policy, including the costs of the restoration.

**3.11 Copper lines may be removed:** In some cases, existing copper lines that are installed on your

premises may need to be removed to connect fibre Services to your premises. You may not be able to revert back to your existing copper-based services once you connect to fibre Services.

**3.12 Changing your mind before installation:** If you decide not to proceed with your Application,

through no fault of us, our contractors or suppliers, after you have been provided an installation date but before installation commences, then we may charge you a reasonable cancellation fee. We will not charge you a cancellation fee if you decide not to proceed with your Application due to the cost of a Non-Standard Fibre Installation.

## **4. Changing between broadband technologies**

**4.1** You may request to change from VDSL Services to fibre Services in accordance with clause

16. 1 (Changes by you) of the General Terms & Conditions. Fibre Services are not available in all areas, and we will let you know whether fibre Services are available at your premises. You will need to terminate your current Plan in accordance with clause 17.1 (Termination by you) of the General Terms & Conditions, and if you are on a Fixed Term Plan you may be charged the applicable early termination charge in accordance with clause 17.3 (Impact of termination by you or us) of the General Terms & Conditions. Installation Costs may also apply for the new Services.

## 5. Charges

5.1 **Non-standard Charges available on request:** We understand that businesses can vary in size and may have different requirements. The Charges for the Services can be bespoke. We will supply you with a list of the standard and non-standard Charges for the Services on request.

5.2 **Prices exclude GST:** Unless stated otherwise, all advertised prices for business Services are exclusive of GST.

## 6. Conditions of use

6.1 **Services are for your own commercial use:** Our business Services are provided exclusively for your own commercial use. You agree that you will not on-sell the Services or in any way use them to supply services similar to the Services to any other person.

6.2 **Protection against viruses etc:** You will be responsible for protecting your internet-enabled device against any virus, unauthorised access or spam. We recommend that you install appropriate firewalls, spam filters and anti-virus software as we do not (unless specifically otherwise stated) provide any spam or virus protection with the Services.

6.3 **Nominee required:** You are responsible for nominating an email address to receive service related messages for your business account. We may send notices relating to your business account, including invoices, to this email address.

6.4 **Personal Properties Securities Act 1999:** If we supply Equipment to you to enable you to access the Services, you agree that you will not sell, lease, dispose of, or allow any other person to take a security interest in the Equipment. If the Equipment has a total value in excess of \$1,500 we can register a financing statement on the Personal Property Securities Register to reflect our interest in the Equipment. Where we exercise our right to register a financing statement, you also agree to provide us with such information as we reasonably request to enable us to register a financing statement, inform us immediately in writing if you intend to change your name, address or contact details, and to the extent permitted by law you waive your rights under Part 9 (Enforcement of Security Interests) of the Personal Properties Securities Act 1999.

6.5 **Confidential information:** You agree to keep confidential any information you receive from us which you would expect to be confidential or commercially sensitive. Any Charges relating to the Services (including non-standard Charges as explained in clause 5.1 (Non-standard Charges available on request) or Network or Equipment design information must be treated as confidential. You may only disclose confidential or commercially sensitive information if you are required to by law, or applicable stock exchange rules, with notice to us.

## 7. Consumer Guarantees Act does not apply

7.1 You agree that:

- a. you are in trade;
- b. the Services are being acquired for business purposes;
- c. the provisions of the Consumer Guarantees Act do not apply to our supply or your acquisition of the Services; and
- d. this clause contracts out of the provisions of the Consumer Guarantees Act.

