



Ultrafast Fibre UFB Services Agreement#

Direct Fibre Access Service: Operations Manual#

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PART 1 – DOCUMENT INFORMATION

1. Introduction

- 1.1 This Operations Manual (**Manual**) is part of the WSA and sets out the operational processes and procedures for supply of the Direct Fibre Access Service.
- 1.2 This Manual should be read in conjunction with the other documents which make up the WSA, in particular the General Terms.
- 1.3 This Manual may be changed in accordance with the change mechanism set out in clause 24 of the General Terms.
- 1.4 The LFC will make the current version of this Manual available on the LFC website accessible by the Service Provider.
- 1.5 References to Service Level Terms are references to the Service Level Terms for Direct Fibre Access Services.
- 1.6 References to clauses or sections are references to clauses or sections in this Manual unless expressly provided otherwise. The Glossary (Appendix A) sets out definitions for terms contained in this Manual that are not defined in the General Terms. Otherwise, the definitions set out in the General Terms apply.

2. People and Contact Details

- 2.1 Immediately following the issue of the first Service Request for a Direct Fibre Access Service by the Service Provider, the Service Provider and the LFC must provide each other with the people and contact details set out in clause 2.2. Any change to the people or contact details must be advised in writing to the other party's principal point of contact. All people and contact details will remain valid until a party has advised the other in writing of a change (and provided an updated list of people and contact details).

2.2 People and Contact Details

Contact and detail required	Purpose
Both parties provide principal point of contact for Direct Fibre Access Services. (This must include the principal point of contact's email address, mobile and work telephone numbers.)	This is the person responsible for the overall relationship between the parties with respect to the Direct Fibre Access Service. For the LFC this will usually be the Provisioning Manager for the relevant Service Provider.
The LFC only provides Service Delivery Manager. (This must include the Service Delivery Manager's email address, mobile and work telephone numbers.)	This is the person responsible for service delivery of the Direct Fibre Access Service to the Service Provider
The LFC only provides Provisioning Manager. (This must include the Provisioning Manager's email address, mobile and work telephone numbers.)	This is the person responsible for the provisioning of the Direct Fibre Access Service to the Service Provider.
The LFC only provides email address for submission of Forecasts.	This is the email address to which the Service Provider must send Forecasts.

Contact and detail required	Purpose
Service Provider only provides Provisioning and Forecasting Manager. (This must include the Provisioning and Forecasting Manager's email address, mobile and work telephone numbers.)	This is the Service Provider's counterpart to the LFC Provisioning Manager.
Service Provider only provides names and email addresses of one or two people to become OSS/BSS and OSS/BSS user administrator.	These people will manage the creating and disabling of Service Provider staff accounts to access the OSS/BSS and OSS/BSS websites.
Service Provider only provides people who are authorised to download eBill files.	These are the people who will be set up with access to the LFC's secure web portal from which the Service Provider's eBills can be viewed and downloaded.
Service Provider only provides people who are authorised to download the Price List file.	These are the people who will be set up with access to the LFC's secure web portal where the Direct Fibre Access Price List file can be viewed and downloaded.
Service Provider only provides Service Requests confirmation email address.	This is the email address to which the LFC will send confirmation of Service Requests in cases where the Service Provider has submitted a provisioning request via email.
The LFC only provides Fault reporting contact details. (This must include a fault reporting service number.)	These are the contact details the Service Provider must use for the reporting of faults in instances where the LFC has advised that OSS/BSS is unavailable under clause 11.5 below.
The LFC only provides business continuity email address.	This is the email address to send forms to under clauses 7.19 to 7.22.
The LFC only provides billing team email address.	This is the email address to which the Service Provider will send billing queries under clause 15.7.
Service Provider only provides name, email address, mobile and work telephone number of person the LFC should respond to for billing queries.	This is the email address to which the LFC will respond in relation to billing queries.
Service Provider only provides contact for faults. (This must include a name, email address and mobile and work telephone numbers.)	This is the contact the LFC will deal with in respect of faults.
Service Provider only provides contact for Service Level and any other performance reports generated by the LFC. (This must include a name, email address and mobile and work telephone numbers.)	This is the contact the LFC will send reports to.

3. Technical Manuals and User Guides

3.1 This Manual refers to various technical manuals (including published New Zealand and international standards) and user guides that contain technical and procedural detail. Such reference is necessary for both the Service Provider and the LFC so that:

- 3.1.1 Uniform standards of best practice are set;
- 3.1.2 The performance of the LFC's Network can be maintained;
- 3.1.3 The health and safety of the Service Provider's and the LFC's employees, contractors and other agents can be protected;
- 3.1.4 Systems are in place for the management of outages, faults and any work the Service Provider or the LFC need to undertake; and
- 3.1.5 The Service Provider's and the LFC's employees, contractors and other agents have access to uniform technical instructions.

3.2 To the extent that this Manual creates any obligation to comply with a technical manual or user guide, the Service Provider and the LFC must:

- 3.2.1 Apply the technical manual or user guide under the terms of the WSA in good faith;
- 3.2.2 Interpret the technical manual or user guide consistently with the terms of the WSA; and
- 3.2.3 Comply with the technical and/or procedural detail the technical manual or user guide contains.

3.3 Electronic copies of all the relevant LFC technical manuals and user guides will be made available to the Service Provider via the LFC website as soon as practicable after the issue of the first Service Request for a Direct Fibre Access Service by the Service Provider or following an earlier request from the Service Provider. New Zealand and international standards are available from appropriate suppliers in New Zealand and around the world.

4. Good Faith and Dispute Resolution

4.1 The parties will deal with each other in good faith in relation to this Manual. The parties will act co-operatively and in good faith to facilitate the processes and procedures required for supply of the Direct Fibre Access Services.

4.2 Any dispute, question or difference that arises between the parties must be dealt with in accordance with the escalation protocol in Appendix B. The parties must use all reasonable endeavours to resolve the issue in this way before giving a notice under clause 20.2 of the General Terms, subject to clause 4.3.

4.3 In some parts this Manual provides that any dispute in relation to a particular issue will be of a technical, operational or implementation nature, which requires significant investigation of factual matters. The most efficient mechanism for resolving these issues is escalation in accordance with Appendix B, but neither party is precluded from issuing a dispute notice under clause 20.2 of the General Terms at any time.

5. Prerequisites

- 5.1 In addition to the commercial prerequisites set out in clause 2.2 in the General Terms, the Service Provider must satisfy the following operational prerequisites in relation to the Direct Fibre Access Service:
- 5.1.1 Execution of the WSA;
 - 5.1.2 Set up of the OSS/BSS so Service Requests can be placed;
 - 5.1.3 Service Provider staff trained in use of OSS/BSS to place and track Service Requests and faults;
 - 5.1.4 Build of first co-location Footprint (if required);
 - 5.1.5 Build of first Tie Cable (if required); and
 - 5.1.6 Place a forecast of expected demand (optional).
- 5.2 The Service Provider and the LFC may enter into a non-disclosure agreement covering discussions prior to placing a Service Request for the Direct Fibre Access Service (but neither the LFC nor the Service Provider will be under any obligation to do so).
- 5.3 The Service Provider Operational Readiness Process in Part 10 will be followed for the set up of a new Service Provider involving (as required) the establishment of commercial relationships, co-location, OSS/BSS interfaces, interconnection links and layer two interoperability.
- 5.4 The Service Provider must ensure that the prerequisites specified in this clause are complied with on an ongoing basis (including where applicable, in respect of each Direct Fibre Access Service) while that Service Provider continues to receive the Direct Fibre Access Service.

PART 2 – FORECASTING

6. Service Provider Forecasting

Introduction

- 6.1 This section 6 provides for a rolling monthly volume forecast by each Service Provider, through the completion and submission to the LFC of Forecasting Reports in accordance with clause 11 of the General Terms and as further described in this section 6.
- 6.2 Forecasts are required for each Candidate Area from the commencement of the first accepted stage.
- 6.3 The Service Provider must use all reasonable endeavours to provide the LFC with accurate Forecasts.
- 6.4 The Service Provider's Forecasts are Confidential Information for the purposes of clause 15 of the General Terms.

Forecasting Reports

- 6.5 Within the period of 30 Business Days preceding Month End, but no less than 22 Business Days prior to Month End, the Service Provider will submit to the LFC a

Forecasting Report, in the form prescribed by the LFC from time to time (a sample is attached as Appendix C).

6.6 Each Forecasting Report is to set out, for at least each of the 6 calendar months following Month End, the Service Provider's forecast for use of the Direct Fibre Access Service by reference to each applicable Candidate Area (each a Forecast Coverage Area). Months 1 to 6 are mandatory but the Service Provider may also provide forecasts for Months 7 to 12 which will be treated as indicative by the LFC.

6.7 In this section 6:

Forecast Service Request means a future Service Request that the Service Provider is forecasting it will make in the Service Request Month, as reported in a Forecasting Report;

Month [x] means the calendar month that is x calendar months before a Service Request Month;

Service Request Month means the calendar month in which a Forecast Service Request is forecast to become a Service Request; and

Previous Forecast in relation to a Service Request Month, as applicable:

- The total number of Forecast Service Requests for that Service Request Month as set out in the last Forecasting Report submitted to the LFC prior to the Service Request Month; or
- Where clause 6.19 has been applied to the last Forecasting Report, the total number of Forecast Service Requests deemed to have been made for that Service Request Month in the last Forecasting Report submitted to the LFC prior to the Service Request Month in accordance with clause 6.19.

Bulk Service Request Forecasts

6.8 A Bulk Service Request is either:

6.8.1 A bulk transfer which is the transfer, in a coordinated manner with project management oversight, of multiple End Users onto services based on the Direct Fibre Access Service supplied to the Service Provider; or

6.8.2 A bulk New Connection which is the connection, in a coordinated manner with project management oversight, of multiple new Connection Service Orders for single or multiple End Users to be processed in a coordinated manner.

6.9 As Bulk Service Requests are carried out in accordance with an agreed plan negotiated with the Service Provider they are treated as Service Provider negotiated terms with respect to the provisioning Service Levels set out in the Service Level Terms.

6.10 For any proposed Bulk Service Request the Service Provider must notify the LFC of a Bulk Service Request requirement at least three months before the date which the Service Provider proposes the Bulk Service Request to commence to enable the actual date to be mutually agreed with between the LFC and Service Provider.

6.11 Forecasts for Bulk Service Requests must be included in the Forecasting Report and may also be provided as a separate bulk transaction forecast.

Submission of Forecasting Reports

6.12 The Service Provider will submit Forecasting Reports to the LFC:

- 6.12.1 In the manner advised by the LFC from time to time;
- 6.12.2 Using the template prescribed by the LFC, which must be completed in full by the Service Provider (including the date that the Forecasting Report is submitted to the LFC); and
- 6.12.3 By the date specified in paragraph 6.5.
- 6.13 The LFC may make a reasonable request that the Service Provider provides additional information to the LFC in support of a Forecasting Report already provided. Following receipt of such a request, the Service Provider will prepare the requested information with reasonable care and provide it within a reasonable period.

Variations in forecast volume distribution

- 6.14 If a Forecasting Report does not specify a weekly or daily Forecast Service Request volume for any Forecast Coverage Area, Forecast Service Requests for that Forecast Coverage Area will be deemed to be evenly spread across the applicable Service Request Month for the purpose of determining Service Level performance.
- 6.15 If a Service Provider is aware that volume is not likely to be evenly distributed within a Forecast Coverage Area over a Service Request Month (for example due to bulk transaction requests), it should ensure that the Forecasting Report for that Service Request Month itemises Forecast Service Requests on a per week or per Business Day basis (as applicable and to the extent required to reflect the forecast variation in distribution of volume).
- 6.16 Where the Service Provider fails to submit the required Forecasts, the LFC will deem the forecast to equal the level of Service Orders from the previous month and the LFC will be obliged to meet the applicable Service Levels for that volume of orders.

Accuracy of forecasting

- 6.17 A Service Provider may forecast any level of Forecast Service Requests it considers appropriate to accurately reflect anticipated volume, subject to clause 6.18. The intent of the following provisions is to progressively increase the accuracy of forecasts and to limit variations in the volume of Forecast Service Requests forecast during the 6 month period leading up to the Service Request Month. To assist with planning the LFC would prefer 12 month forecasts but the provisions in this Part 2 will only apply for the 6 month period referred to in clause 6.6.
- 6.18 If, in a Forecast Report, the Service Provider provides less than 30 Forecast Service Requests in a Forecast Coverage Area for Direct Fibre Services in any Service Request Month, then the requirements of clauses 6.19 and the consequences of clause 6.25 will not apply.
- 6.19 In a Forecast Report, the number of Forecast Service Requests for any Forecast Coverage Area in that Service Request Month will be:
- 6.19.1 For each of Month 5 and Month 6:
- If the Forecast Service Requests are greater than 120% of the Previous Forecast, deemed to be 120% of the Previous Forecast; and
 - If the Forecast Service Requests are less than 80% of the Previous Forecast, deemed to be 80% of the Previous Forecast;

6.19.2 For Month 4 and Month 3:

- If the Forecast Service Requests are greater than 115% of the Previous Forecast, deemed to be 115% of the Previous Forecast; and
- If the Forecast Service Requests are less than 85% of the Previous Forecast, deemed to be 85% of the Previous Forecast;

6.19.3 For each of Month 2:

- If the Forecast Service Requests are greater than 110% of the Previous Forecast, deemed to be 110% of the Previous Forecast; and
- If the Forecast Service Requests are less than 90% of the Previous Forecast, deemed to be 90% of the Previous Forecast;

6.19.4 For Month 1 (the month before the Service Request Month):

- If the Forecast Service Requests are greater than 105% of the Previous Forecast, deemed to be 105% of the Previous Forecast; and
- If the Forecast Service Requests are less than 95% of the Previous Forecast, deemed to be 95% of the Previous Forecast.

6.20 The LFC will notify the Service Provider of each instance of the application of the deeming effects of paragraph 6.19, so that the Service Provider is aware of the deemed Forecast Service Requests (notwithstanding the Forecast Service Requests forecast by the Service Provider in the Forecasting Report).

6.21 The volume of Service Requests actually made in a Service Request Month should, for each Forecast Coverage Area, be no greater than 105% of the Previous Forecast (including having regard to any deeming under clause 6.19) for that Forecast Coverage Area for Month 1.

6.22 The volume of Service Requests actually made on a Business Day of a Service Request Month should, for each Forecast Coverage Area, be no greater than 130% of the Previous Forecast (including having regard to any deeming under clause 6.19), for that Forecast Coverage Area for that same Business Day of Month 1. If the Previous Forecast does not itemise Forecast Service Requests by day in accordance with paragraph 6.15, the 130% threshold will be calculated by dividing the total Forecast Service Requests for the Forecast Coverage Area by the number of Business Days in the Service Request Month and rounding to the nearest whole number.

6.23 If the volume of Service Requests for a Forecast Coverage Area actually made by the Service Provider exceeds the thresholds in 6.21 and/or 6.22 in the relevant Service Request Month or Business Day (as applicable), then the LFC will make reasonable endeavours to complete the Service Requests but the Service Levels will only apply to the volume of Service Requests that fall below the thresholds set in 6.21 and/or 6.22 (whether that threshold be calculated based on volumes as actually set out in the last Forecasting Report or deemed in accordance with clause 6.19).

6.24 If the Service Provider provides less than 30 Forecast Service Requests for Direct Fibre Services in a Forecast Coverage Area for any Service Request Month, then the

consequences of clause 6.23 will not apply and the LFC will be required to meet the Service Levels.

- 6.25 If the volume of Service Requests for a Forecast Coverage Area actually made by the Service Provider in a Service Request Month (excluding any Service Requests cancelled or rejected at the end of the Service Request Month) is less than 75% of the Previous Forecast for that Forecast Coverage Area for that Service Request Month (including having regard to any deeming under clause 6.19), then if requested by the LFC, the Service Provider will pay to the LFC the sum of \$20 per Forecast Service Request in the Previous Forecast that did not become a Service Request in the Service Request Month up to the 75% threshold.
- 6.26 The LFC will notify and to the extent practicable, consult with, the Service Provider if it fails to meet a Service Level due to the volume of Service Requests actually made in a Service Request Month being greater than the thresholds set in paragraphs 6.21 and 6.22.
- 6.27 The LFC intends to implement a method of industry aggregated forecasting whereby no penalties or Service Level suspensions will occur for a Service Request Month if the aggregated effect of the combined Service Providers forecasts are within the 95% to 105% thresholds specified in paragraph 6.19.4. The LFC will work through the Product Forum to agree the detail of this provision. Until such time as this aggregated process is agreed then the forecasting process described in section 6 excluding this clause shall prevail.

PART 3 - PRE-QUALIFICATION AND PROVISIONING

7. The OSS/BSS System

Overview

- 7.1 OSS/BSS allows the Service Provider to log on to a secure site for the placing and monitoring of Service Requests and Service Orders with the LFC.
- 7.2 Subject to the provisions below relating to business continuity, all Service Requests for the Direct Fibre Access Service must be placed using OSS/BSS. Except as expressly provided elsewhere in this Manual, any Service Requests that the Service Provider attempts to place by other means (for example, by email or by fax) will be invalid and may be disregarded by the LFC. The LFC will use all reasonable endeavours to notify the Service Provider if such invalid Service Requests have been received.
- 7.3 OSS/BSS allows the Service Provider to:
- 7.3.1 Submit and track the status of Service Requests; and
 - 7.3.2 Update existing Service Requests (up to the time they are accepted and become Service Orders).
- 7.4 Service Providers requesting project management of Bulk Service Requests as described in clause 6.8, must contact their the LFC Service Delivery Manager to agree the date of the scheduled work. Project management of multiple coordinated Service Orders will be charged at the rate in the Price List.

B2B

- 7.5 The Service Provider can choose to directly integrate its systems with OSS/BSS via the OSS/BSS Business to Business Web Services Interface (**B2B**). If the Service Provider

is interested in B2B it can contact its LFC account manager for documentation describing the development required to interact with B2B. An integration access agreement is required to be executed prior to migrating to a production instance.

Training and Support

- 7.6 The LFC will provide reasonable initial set up training on OSS/BSS as part of the Operational Readiness Process detailed in Part 10.

Access to OSS/BSS

- 7.7 The Service Provider will provide the LFC with the names of one to five people to become OSS/BSS user administrators. These people will then manage the creating and disabling of Service Provider staff accounts to access OSS/BSS.

- 7.8 On request from the Service Provider, the LFC will reset, disable or alter the user administrator accounts.

- 7.9 Subject to clause 7.10, the LFC may restrict or prohibit access to OSS/BSS if any of the Service Provider's staff or systems:

7.9.1 Perform malicious or unintentional actions that damage or may potentially damage OSS/BSS;

7.9.2 Use OSS/BSS in an unauthorised manner or in such a way that causes or may cause material performance issues; or

7.9.3 Use OSS/BSS in an unauthorised manner or in such a way to gain information they have no lawful right to access,

provided that the LFC will restrict or prohibit access to the minimum extent practicable to protect OSS/BSS and any related systems.

- 7.10 The LFC must use all reasonable endeavours to provide the Service Provider with reasonable prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, the LFC will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

Additional Functionality or Enhancements to OSS/BSS

- 7.11 The LFC will not be responsible for any costs associated with the integration of the Service Provider's own system to the OSS/BSS provided by the LFC. OSS/BSS will be delivered in two stages: interim solution and strategic solution. For the interim solution, in the interests of flexibility while industry standards are being achieved, RSPs integrating with the OSS/BSS will be consulted independently on their ability to change to accommodate new versions of software and a release schedule will be agreed that is acceptable to the parties involved. For the strategic solution, implemented with the benefit of industry standards that will be agreed and published, further changes to the OSS/BSS will be managed against an approximately 90 day release cycle. Support will be provided to the current release and up to three previous releases, provided that, at any point in time, no version that was replaced more than 12 months previously will be supported. RSPs will be given 90 days' written notice of any change that will prevent their use of the next release version.

- 7.12 The Service Provider will utilise the additional functionalities or enhancements to OSS/BSS as notified by the LFC from the date specified in the LFC's notice (at the latest).

- 7.13 The Service Provider is responsible for ensuring that its own systems are configured in accordance with its use of OSS/BSS and comply with the requirements in the LFC Web Services and the OSS/BSS User Guide. This information can be obtained from the LFC (refer to Appendix F for contact details).

As at the date of this Operations Manual, these documents are available at:
www.ultrafast.co.nz.

OSS/BSS Costs

- 7.14 The LFC will be solely responsible for the LFC's costs of designing and developing OSS/BSS, including any modifications and enhancements.
- 7.15 Service Providers will be solely responsible for the costs of modifying their systems and processes to interface with OSS/BSS and B2B and for participating in the consultation and implementation process.

Terms of Use

- 7.16 The Service Provider must only use OSS/BSS for purposes authorised by the LFC.
- 7.17 The LFC will use all reasonable endeavours to ensure that OSS/BSS is available to Service Providers 24 hours a day, 7 days a week.
- 7.18 The LFC must take all reasonable steps to prevent the introduction of viruses or other destructive features to OSS/BSS, but the LFC does not guarantee that it is free of such viruses or other destructive features.

Business Continuity

- 7.19 If the LFC advises the Service Provider that OSS/BSS is unavailable the Service Provider may submit provisioning requests by emailing the relevant form to the LFC as outlined below.
- 7.20 The LFC will make the following business continuity forms available to the Service Provider:
- 7.20.1 Pre-qualification (manual);
- 7.20.2 Direct Fibre Access:
- Transfer form;
 - New Connection form; and
 - Relinquishment form.
- 7.21 All business continuity forms submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Service Provider's name in the email subject line as below:
- [Direct Fibre Access Form Name] - [Service Provider Name] - [Service Provider reference number]**
- 7.22 Once completed, business continuity forms must be sent to the business continuity email address advised by the LFC in accordance with Appendix F.

8. Pre-qualification

Pre-qualification

- 8.1 Pre-qualification is a service that enables the Service Provider to:
 - 8.1.1 Confirm if the given address is within the area of geographical coverage of the applicable Direct Fibre Access Service; and
 - 8.1.2 Determine when the applicable Direct Fibre Access Service will be available in the future for areas outside of the current coverage.
- 8.2 There are two types of pre-qualification:
 - 8.2.1 Automated Pre-qualification (addresses or FSLs); and
 - 8.2.2 Special Manual Pre-qualification investigation (addresses).
- 8.3 Automated Pre-qualification will be provided through OSS/BSS. In addition to this, the B2B interface will provide pre-qualification functionality. Pre-qualification Service Requests will be processed as set out below.

Information Supplied – Automated Pre-qualification

- 8.4 The Service Provider will supply the item to be pre-qualified. That item may either be an existing service address or an existing FSL identifier.
- 8.5 For an existing address to be pre-qualified, the LFC will need to identify an individual FSL at the specified address. If the LFC is unable to automatically identify an address location, a Special Manual Pre-qualification will be required for the given address.

Information Returned – Automated Pre-qualification

- 8.6 The information returned by OSS/BSS may include:
 - 8.6.1 Where an address is provided, the FSL;
 - 8.6.2 The Premises are available to be connected;
 - 8.6.3 The FSL or the address is not found;
 - 8.6.4 The FSL provided is an invalid format;
 - 8.6.5 Search could not be done, platform is not available;
 - 8.6.6 Central Office identifier;
 - 8.6.7 The type of Premises e.g. MDU or Single Dwelling Unit;
 - 8.6.8 If the requested address is within the Candidate Area but service is not available, the date it is expected to be available;
 - 8.6.9 Whether further investigation is required to determine if the Direct Fibre Access Service can be provided. If the Service Provider chooses to request such further investigation this can be done using the Special Manual Pre-qualification Investigation process described in clause 8.7;

- 8.6.10 The build stage name or identifier for the location within the Candidate Area; and/or
- 8.6.11 Where the Premises is likely to involve a non Standard Install, an estimate of the likely length of Fibre Lead-in that will be in excess of the Fibre Lead-in that is included in a Standard Install.

Special Manual Pre-qualification Investigation

- 8.7 A Special Manual Pre-qualification Investigation is carried out in circumstances where the Service Provider wishes to obtain information about a new address or where a Service Provider wishes to carry out further investigation after an Automated Pre-qualification Service Request.
- 8.8 For a Special Manual Pre-qualification Investigation the Service Provider must submit the item to be pre-qualified via OSS/BSS or by email as outlined in clauses 7.19 to 7.22. If it is a new address, all address elements must be provided (street name, number etc).
- 8.9 The information returned will include:
 - 8.9.1 Central Office identifier;
 - 8.9.2 The type of Premises e.g. MDU or Single Dwelling Unit;
 - 8.9.3 The optical budget for a query if asked for (actual optical budget if there is existing fibre to address or estimated optical budget if there is no existing fibre to address);
 - 8.9.4 List of Direct Fibre Access Services available at the End User Premises for the address or FSL submitted, and notes on whether there is a limitation on the throughput available to the End User due to the infrastructure available; and/or
 - 8.9.5 Whether the Direct Fibre Access Service can be provided.
- 8.10 For each pre-qualification Service Request that is received by the LFC, the LFC will provide the Service Provider with acknowledgement of receipt of the Service Request.
- 8.11 Charges for pre-qualification are set out in the Price List.

Initial delivery

- 8.12 Initially the LFC may not have inventory systems that will enable automation of the pre-qualification process and the LFC will therefore provide the geographic availability information in a more manual form.
- 8.13 The LFC will provide the Service Provider with geographic availability and roll out information in the form of spreadsheets, databases and geo-mapping shape files, containing Premises' addresses.
- 8.14 These initial information sources will be updated on a monthly basis until an automated process is available.

Site Investigation

- 8.15 A site investigation is carried out in circumstances where the Service Provider wishes to obtain information about an address, or the auto pre-qualification gave a negative response for a connection.

- 8.16 For site investigation the Service Provider must submit the item to be investigated via OSS/BSS or by email as outlined in clauses 7.19 to 7.22. If it is a new address, all address elements must be provided (street name, number etc).
- 8.17 The information returned will be, where possible, responses to requests made by the Service Provider.
- 8.18 If the Service Provider wants to proceed with an order, it needs to apply through the OSS/BSS system for the connection and reference back to the pre-qualification number.
- 8.19 For each site investigation Service Request that is received by the LFC, the LFC will provide the Service Provider with acknowledgement of receipt of the Service Request.
- 8.20 Charges for site investigation are set out in the Price List.

9. Service Requests Processing

Service Request types

- 9.1 The following types of Service Requests may be submitted using the relevant web form in OSS/BSS or B2B gateway:
- 9.1.1 Pre-qualification / site investigation;
 - 9.1.2 New Connection;
 - 9.1.3 Intact Connection;
 - 9.1.4 Handover Connection;
 - 9.1.5 Move Address;
 - 9.1.6 Modify Service Order;
 - 9.1.7 Diversity;
 - 9.1.8 Transfer; and
 - 9.1.9 Relinquishment.
- 9.2 These Service Requests will be processed as outlined below.
- 9.2.1 For each Service Request that is submitted either via OSS/BSS or by email as outlined in clauses 7.19 to 7.22, the Service Provider must complete all of the fields on the relevant form that are marked as mandatory.
 - 9.2.2 The LFC will acknowledge receipt of each Service Request.

Business Hours

- 9.3 Service Requests will only be processed by the LFC during Business Hours except where explicitly required by the Service Level Terms.
- 9.4 All Service Requests entered into OSS/BSS by Service Providers outside of Business Hours on any Business Day will be deemed to have been received in the first Business Hour on the next Business Day and Service Levels will be calculated accordingly.

Service Request Validation

- 9.5 A Service Request will be deemed invalid and may be rejected by the LFC if:
- 9.5.1 It is not submitted in accordance with this Manual; or
 - 9.5.2 One or more of the rejection reasons (a list of which will but be available on the LFC website) apply; or
 - 9.5.3 The Service Provider does not have capability at the required Handover Point to access and interconnect with the Direct Fibre Access Service (whether by co locating their equipment at the Central Office or otherwise).
- 9.6 The LFC will perform a validation check of each Service Request that it receives. That validation check will determine whether the Service Request complies with the requirements of clause 9.5.
- 9.7 If a Service Request is rejected, the LFC will advise the Service Provider of that rejection and provide the Service Provider with the applicable rejection reason.
- 9.8 The LFC will waive immaterial irregularities and process Service Requests where the intention is unambiguous. Examples of such irregularities include:
- 9.8.1 Use of different conjunctions (e.g. '&' instead of 'and');
 - 9.8.2 Improper application or omission of apostrophes;
 - 9.8.3 Variations in letter case;
 - 9.8.4 Use of initials instead of first names, or vice versa; and
 - 9.8.5 Names where letters have been accidentally transposed but the meaning is still clear (e.g. Dominoin = Dominion).

Service Start Date

- 9.9 If a Service Request is accepted and becomes a Service Order, the LFC will either:
- 9.9.1 Advise the Service Provider of an expected Service Start Date, where applicable for the type of Service Order involved; or
 - 9.9.2 Confirm with the Service Provider the expected Service Start Date is the date they have requested; or
 - 9.9.3 Where there are infrastructure capacity constraints, advise the Service Provider the Service Order is a 'waiter' and provide an approximate Service Start Date. When infrastructure becomes available the Service Provider will be advised of an expected Service Start Date. The existence of an infrastructure constraint does not represent an extension of the lead-time Service Levels as set out in the Service Level Terms.
- 9.10 If the Service Start Date agreed between the LFC and the Service Provider in clause 9.9 is outside the standard lead-time applicable to the type of Service Order involved, this does not constitute a failure to meet the standard lead-time Service Levels. Completion of the Service Request by the LFC on the Service Start Date agreed between the LFC and the Service Provider will not constitute a failure to meet the Service Level for meeting the expected Service Start Date in the Service Level Terms.

- 9.11 The LFC will use all reasonable endeavours to meet the notified expected Service Start Date as provided in clause 9.9.
- 9.12 Where the LFC becomes aware that it will be unable to meet the expected Service Start Date notified under clause 9.9, the LFC will advise the Service Provider of a revised expected Service Start Date. In that situation the Service Levels in the Service Level Terms will continue to apply to the original notified expected Service Start Date, rather than the revised expected Service Start Date.

Updating Service Requests and Service Orders

- 9.13 A Service Request or Service Order may be cancelled at any time before the Service Start Date. For a new connection, where a Service Request is cancelled within 3 Business Days before the Service Start Date for Residential Connections and within 5 Business Days before the Service Start Date for Business Connections, the LFC may charge the Service Provider, in accordance with the charges set out in the Price List, for costs it has incurred in processing the Service Request.
- 9.14 The Service Provider may change an existing Service Request or Service Order that has been submitted using OSS/BSS provided that changes to an existing Service Request or Service Order by a Service Provider can only be made within 3 Business Days of the Service Start Date for Residential Connections and 5 Business Days of the Service Start Date for Business Connections if the LFC has given its consent in writing to the change, that consent not to be unreasonably withheld. The LFC may charge a Service Provider, in accordance with the charges set out in the Price List, for costs it has incurred to date in processing the Service Request or Service Order (including any truck roll).
- 9.15 If the Service Provider changes an existing Service Request or Service Order under clause 9.14:
- 9.15.1 The LFC will notify the Service Provider of a revised expected Service Start Date (where applicable to the type of Service Order involved); and
- 9.15.2 All of the relevant Service Levels for that Service Order, as defined in the Service Level Terms, will be restarted and measured as from the revised Service Start Date.

Completion of a Service Order

- 9.16 The LFC will provide the Service Provider with confirmation that provisioning of a Service Order has been completed which may be before a Service Order has been completed if additional commercial work is being carried out. This confirmation will include the FSL.
- 9.17 Service Order confirmations submitted to the Service Provider outside of Business Hours will be deemed to have been received by the Service Provider at the beginning of the first Business Hour of the following Business Day.

Testing

- 9.18 At the completion of a Direct Fibre Service installation the LFC will perform an end to end test of the fibre from the Central Office to the End User Premises to determine the optical loss of the circuit and ensure it is within specification. The LFC will provide the Service Provider with a copy of the test if requested.

Charges

- 9.19 Charges for all the transactions, processes and services referred to in this section are set out in the Price List. Charges may only be made for valid Service Orders following the validation provided for in clause 9.6.

Authorisation for Transfer Service Requests

- 9.20 Transfer Service Requests where an End User is transferring from one Service Provider (or Service Providers as the case may be) to another Service Provider are subject to clauses 9.2 and 9.23.
- 9.21 Service Providers must obtain Customer Authorisation to these transfers, in accordance with the terms of the Customer Transfer Code, before the relevant Service Request is submitted.
- 9.22 The LFC is entitled to rely on the Transfer Service Request as evidence that a valid Customer Authorisation has been obtained in accordance with the Customer Transfer Code. The LFC is not liable in the event that authorisation is found to be invalid or not in accordance with the Customer Transfer Code.

Submitting Bulk Service Requests

- 9.23 Bulk Service Requests enable a Service Provider to transfer or connect large volumes of End Users to the Direct Fibre Access Service in a co-ordinated manner.
- 9.24 Service Providers should contact their LFC Service Delivery Manager to discuss the requirements and timeframes of any Bulk Service Requests before placing a Bulk Service Request.
- 9.25 Once a Bulk Service Request has been placed, the LFC and the Service Provider will agree on a plan that describes how the Bulk Service Requests will be managed and carried out (including details of the dates on which the relevant batches of individual transfers will take place and, where appropriate, the resources to be used).

Relinquishment Requests

- 9.26 Each Direct Fibre Access Service is subject to a Minimum Service Term. A Service Provider that terminates or relinquishes a Direct Fibre Access Service prior to the expiry of the Minimum Service Term may be required by the LFC to pay an early termination charge in accordance with the Price List.

PART 4 - PROBLEM MANAGEMENT

10. OSS/BSS

- 10.1 The LFC will in the future have a web-based and B2B gateway fault management system as part of the OSS/BSS described in section 7 above. If the web-base or B2B system is unavailable, refer to Appendix G (LFC Contact Details) for the appropriate contact person or contact information. In addition to processing Service Requests and Service Orders the OSS/BSS allows Service Providers to:
- 10.1.1 Create a new trouble ticket;
 - 10.1.2 Retrieve a trouble ticket; and
 - 10.1.3 Update a trouble ticket.

10.2 OSS/BSS allows the Service Provider to log on to a secure site for reporting and monitoring faults with the LFC.

11. Faults

11.1 The LFC is only responsible for faults that are within the LFC's responsibility, as set out in clause 6 of the General Terms. If the LFC investigates and no fault is found or no fault for which the LFC is responsible is found, the LFC will charge the Service Provider the "no fault found" fee as set out in the Price List. Where the LFC is responsible for the fault, a "no fault found" fee will not be charged.

11.2 It is the Service Provider's responsibility to provide initial fault diagnosis on all faults reported to it by its End Users. (Refer to training documentation supplied by the LFC with their initial training rollout).

11.3 The requirements for this initial fault diagnosis are set out in clause 6.2 of the General Terms.

Reporting Faults to the LFC

11.4 Subject to clause 11.5 the Service Provider must use OSS/BSS for reporting all faults regarding the Direct Fibre Access Service. If the Service Provider uses any other method to report a fault, the Service Levels as defined in the Service Level Terms will not apply to that fault.

11.5 Where OSS/BSS is unavailable, the Service Provider must submit fault reports to the LFC by referring to Appendix G (LFC Contact Details) for the appropriate contact person or contact information. The LFC must use all reasonable endeavours to advise Service Providers immediately upon becoming aware that the OSS/BSS is unavailable.

11.6 Once the Service Provider has provided initial fault diagnosis, complied with clause 6 of the General Terms and determined that it requires the LFC's assistance to resolve the fault, the following information is required when reporting a fault:

11.6.1 Contact name and phone number of the Service Provider staff member logging the fault;

11.6.2 Contact name, phone number, and alternate phone number of the End User experiencing the fault (where reasonably required);

11.6.3 End User's FSL for service that is experiencing the fault (where appropriate);

11.6.4 Fault type and description;

11.6.5 Time the fault occurred;

11.6.6 Address and contact details for the site of the fault (where appropriate);

11.6.7 Confirmation that the initial fault diagnosis has been completed; and

11.6.8 Any other relevant information reasonably required.

11.7 If any of the above information in clause 11.6.1 to 11.6.8 is not provided, the Service Levels will not apply.

Hours of Operation

11.8 Faults can be logged 24 hours a day, seven days a week.

- 11.9 If a fault is logged outside of Business Hours, it is possible the LFC will only start working on the fault as from 7.00am the following day. Extended Fault Restoration Hours apply for enhanced service levels and emergency faults.
- 11.10 When a fault report is received, the LFC will advise the Service Provider, acknowledging receipt of the fault report.

Fault Tracking

- 11.11 All faults will be logged in OSS/BSS and the Service Provider will be given a fault reference number and an expected fault restoration time. The expected fault restoration time will be provided in accordance with the LFC's fault prioritisation systems.
- 11.12 The LFC will use all reasonable endeavours to meet the notified expected fault restoration time as provided in clause 11.11.
- 11.13 Where the LFC has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, the LFC will advise the Service Provider of a revised fault restoration time. In that situation the Service Levels in the Service Level Terms will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.
- 11.14 The Service Provider will be able to check the progress of a fault via OSS/BSS. The fault reference number is to be used in all communications regarding the fault.
- 11.15 If the LFC identifies the need to send a faults contractor, the LFC will update OSS/BSS.
- 11.16 The Service Provider's helpdesk is responsible for coordinating site access and any required outage window with the End User.

Fault Closure

- 11.17 Once the fault has been resolved, the LFC will notify the Service Provider via OSS/BSS (or other means) that the fault has been resolved, confirm the reference number and, where possible, provide the cause of the fault and any actions taken to reach resolution.

Planned Outages

- 11.18 The LFC may suspend supply of the Direct Fibre Access Service for the purpose of conducting works, routine maintenance, remedial work, upgrades to the LFC's Network, and planned migrations from a temporary POI to a permanent POI (**Planned Outage**).
- 11.19 The LFC may migrate the Service Provider and its End Users from the temporary POI to a permanent POI (each a **Migration**) as part of Planned Outages. To the extent that Downtime is directly caused by a Migration, that Downtime will be excluded from the calculation of Layer 1 and Layer 2 availability - maximum downtime service levels for the Service Provider and the relevant End Users, provided that this exclusion will only apply to Downtime occurring over a maximum of 5 individual Business Days (and only between the hours of 11.00pm and 6.00am).
- 11.20 The LFC will use all reasonable endeavours to:
- 11.20.1 Conduct any Planned Outage between the hours of 11.00pm to 6.00am inclusive, where the LFC believes that is practical (acting reasonably);

11.20.2 Advise the Service Provider in advance of any Planned Outage; and

11.20.3 Provide the following information:

- A brief explanation of the reason for the Planned Outage;
- The intended date, time and duration of the Planned Outage;
- A description of the Central Office and POI Co-location Service (or the relevant part of it) which will be affected by the Planned Outage; and
- The name and contact details of the LFC's representative(s) who gave the advice.

Unplanned Outages

11.21 The LFC may suspend supply of the Direct Fibre Access Service:

11.21.1 Due to any unplanned unavailability of the LFC's Network or the Direct Fibre Access Service; or

11.21.2 In order to provide or safeguard service to the emergency or other essential services,

(referred to as an **Unplanned Outage**).

11.22 The LFC will use all reasonable endeavours to:

11.22.1 Give the Service Provider as much advice as possible of the existence of any Unplanned Outage;

11.22.2 Advise the Service Provider as soon as reasonably practical after the LFC becomes aware of any Unplanned Outage; and

11.22.3 Answer any reasonable questions from the Service Provider about the extent and duration of any Unplanned Outage.

11.23 If the Service Provider becomes aware of any Unplanned Outage before it receives advice from the LFC under clause 11.22, the Service Provider will make reasonable efforts to notify the LFC as soon as reasonably practical.

Emergency Faults

11.24 Emergency and Core Network faults reported to the LFC outside of the Fault Restoration Hours will be treated on a case by case basis.

11.25 In the first instance, the LFC will propose a temporary solution. However, in the absence of a viable temporary solution, the LFC may schedule a callout to respond to Core Network faults, or to emergency faults relating to:

11.25.1 Medical emergencies;

11.25.2 Where the End User provides an essential community service (e.g. police or a doctor's residence); or

11.25.3 Where there is a mass outage that impacts on 200 or more End Users.

11.26 The escalation protocol is provided in Appendix B.

PART 5 - MULTI DWELLING UNIT (MDU) ON BOARDING PROCESS

12. Multi Dwelling Unit On Boarding

- 12.1 The roll out of the fibre network by the LFC will provide sufficient cable to the FAP to meet the requirements of MDU located End Users, however the LFC is unlikely to provision backbone fibre cabling of a new or existing MDU unless an order is received from an End User or it is approached by the building owner, developer or their agent.
- 12.2 For a Single Dwelling Unit or a NBAP, the Service Provider will obtain any End User consent necessary for the LFC to access End User premises to install, maintain or remove LFC services, including any associated equipment, using either a template provided by the LFC or a Service Provider template approved by the LFC for this purpose.
- 12.3 For an MDU where the Service Provider has an agreement (whether conditional or unconditional) with an End User to take Services, the Service Provider will provide the LFC with contact information for the MDU building owner or body corporate (as applicable).
- 12.4 The LFC will, within two Business Days of receiving the building contact information for the MDU (described in clause 12.3 above), make a written request of the building owner or body corporate (as applicable) for the required permission to install, maintain or remove LFC services at those premises, including installation of any MDU backbone cabling that might be required. The LFC may choose to issue the letter as a preliminary notice in accordance with section 155F of the Telecommunications Act 2001.
- 12.5 The Service Provider may choose to provide the LFC with contact information for the MDU building owner or body corporate (as applicable) before they have an End User request, in which case the LFC may choose to seek permission from MDU building owner or body corporate (as applicable) at that time, but is not required to do so.
- 12.6 The Service Provider may choose to seek permission from the MDU building owner or body corporate (as applicable) on the LFC's behalf, using either a template provided by the LFC or a Service Provider template approved by the LFC for this purpose, but is not required to do so.
- 12.7 The LFC will be unable to supply Services to the End User premises within the MDU until all permissions are obtained and installation of any MDU backbone cabling that might be required is complete. Installation of any MDU backbone cabling that might be required (including testing of cabling against fibre specification in Appendix E) must be completed by the LFC within the relevant Service Levels set out in the Service Level Terms.

Service Requests for MDU with no or inadequate LFC Cable

- 12.8 If a Service Request is received from a Service Provider before suitable backbone cable is in place and there is no such backbone cabling proposed in the immediate future:
- 12.8.1 permission from the MDU building owner or body corporate (as applicable) may require the execution of a commercial agreement with the Service Provider, MDU building owner, body corporate developer or their agent to cable the building, which may in turn require the LFC to provide a detailed design of proposed building cabling including riser and floor access for

approval. If such an agreement is necessary, for the purposes of the installation Service Levels set out in the Service Level Terms the relevant Service Level time period for installation will not commence until the LFC has received the necessary executed commercial agreement, together with all other necessary permissions and consents required by Law;

12.8.2 extended lead times may apply as set out in the Service Level Terms; and

12.8.3 the LFC and the Service Provider may otherwise agree to extended lead-times to allow full backbone cabling of the MDU to be undertaken.

PART 6 – TIE CABLE INSTALLATION

13. Tie Cable Installation

Introduction

13.1 To use a Direct Fibre Access Service in conjunction with equipment co-located in their Footprint in the Central Office, a Service Provider will need to have a Tie Cable between the MOFDF and their Footprint. To provide services over the Direct Fibre Access Service the Service Provider may also need to have a Tie Cable between the MOFDF and a third party backhaul provider.

Types of Tie Cables

13.2 There are three types of Tie Cables available for Service Providers who take the Direct Fibre Access Service:

13.2.1 An internal Fibre Tie Cable from the Central Office MOFDF to the Service Provider Footprint provided under the Central Office and POI Co-location Service;

13.2.2 An internal Fibre Tie Cable from one Service Provider Footprint to another Service Provider Footprint provided under the Central Office and POI Co-location Service (the Footprints can be same or different Service Providers or a third party backhaul provider); or

13.2.3 An external Fibre Tie Cable from the Central Office MOFDF to a third party network manhole outside and adjacent to the Central Office manhole provided under the Direct Fibre Access Service.

These Tie Cables can be used to connect Direct Fibre Access Services or UFB Handover Connection Services or backhaul to the Footprint.

13.3 A Service Provider may supply its own Tie Cables or the Service Provider may ask the LFC to supply the Tie Cables. In either case the Tie Cables must meet the specification set out in the LFC's Cable Specification document (attached as Appendix E).

13.4 The Tie Cable Service installation charges set out in the Price List will apply.

13.5 The Tie Cable Service is described in the Central Office and POI Co-location Service Description and the Central Office and POI Co-location Service Operations Manual.

Temporary Point Of Interconnect (POI)

13.6 The LFC may have to implement a temporary POI in their area. RSP will be informed of this as they sign a contract with the LFC. The timings and a migration plan will be

discussed with all RSP's to establish a suitable time and date for the migration to the permanent POI. Costs are dealt with in clause 3.3 of the General Terms.

PART 7 – FIBRE DIVERSITY

14. Diversity via additional service instances.

Overview

- 14.1 The Direct Fibre Access Service provides a single fibre between the LFC Central Office and the End User's Premises. Diversity (a second or subsequent instance of the Direct Fibre Access Service between the Fibre Access Point and the Central Office) may be available to End Users as a separate instance of the Direct Fibre Access Service. Service Level Terms do not apply to the provision of diversity products and each instance is treated as an individual Connection for the purpose of availability Service Levels.
- 14.2 Diversity will be available to Priority Users on request for Premises located in major health-care facilities, secondary or tertiary education centres, central business districts, industrial parks, business parks and strip malls.
- 14.3 Diversity is designed as a value added service for customers who require high reliability connectivity for critical business applications. Diversity begins with the design during the network build process, with a targeted architecture approach based on the type of area covered, and at the highest level will include on-going management to ensure core network paths remain diverse.
- 14.4 Where available, the diverse optical paths will be in separate fibre cable sheaths, have separate MOFDF termination shelves, and if requested, be in separate cable routes. The diverse cable routes will be a minimum of the width of a street apart, and should not share any manholes or access points. Separate entries into the Central Office will be used where available.
- 14.5 Service Providers can also request diverse access to End User Premises or access to diverse Central Offices as part of a Non-Standard Install; however this will not be available in all cases.
- 14.6 Where practical the LFC will also provide diversity in situations other than those additional service.
- 14.7 There may be practical limitations to providing full physical diversity to some sites. The provision of a separate entry to a LFC Central Office will have unique site specific engineering considerations and may attract additional costs.

Ordering of diverse Direct Fibre Access Services

- 14.8 To order a diverse Direct Fibre Access Service the Service Provider must include the following information with the Service Request:
 - 14.8.1 Indicate that it is a request for a diverse circuit;
 - 14.8.2 Which Direct Fibre Access Service it is diverse to; and
 - 14.8.3 The level of diversity required.
- 14.9 The LFC will advise the installation cost of the diversity request.

Levels of Diversity

14.10 There are 4 main levels of diversity:

14.10.1 Single Central Office redundancy with separate diverse fibre;

14.10.2 Single Central Office redundancy with separate diverse fibre and diverse access to End User Premises;

14.10.3 Single Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate OFDF at a single Central Office; and

14.10.4 Dual Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate Central Office.

Single Central Office redundancy with separate diverse fibre

14.11 Single Central Office redundancies with separate diverse fibre requires 2 fibres from the End User Premises to a single Central Office. This option has the following characteristics:

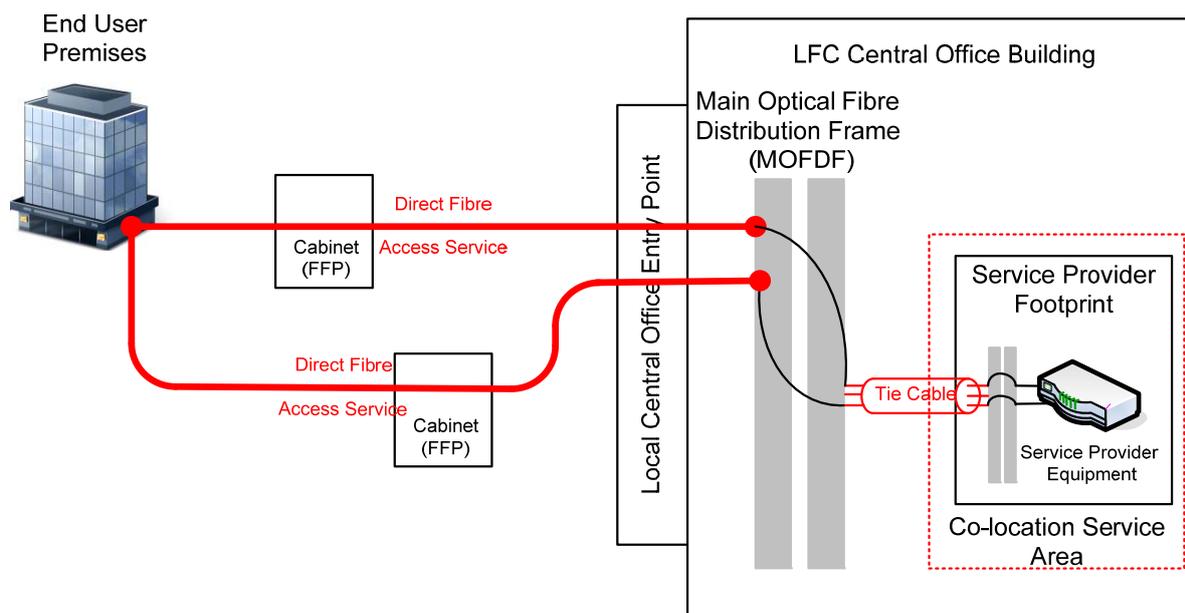
14.11.1 The diverse fibres will converge at the common FAP;

14.11.2 Each Direct Fibre Access Service will be priced at the rate in the Price List; and

14.11.3 Each Direct Fibre Access Service will be subject to the Service Levels set out in the Service Level Terms. Enhanced Service Levels may be offered and charged for at the rate in the Price List.

14.12 Where available, the diverse optical paths will be in separate fibre cable sheaths, have separate MOFDF termination shelves, and if requested, be in separate cable routes.

14.13 The diagram below shows single Central Office redundancy with diverse route.



Single Central Office redundancy with separate diverse fibre and diverse access to End User Premises

14.14 Single Central Office redundancy with separate diverse fibre and diverse access to End User Premises requires 2 fibres from the End User Premises to a single Central Office and a second lead-in to End User Premises. This option has the following characteristics:

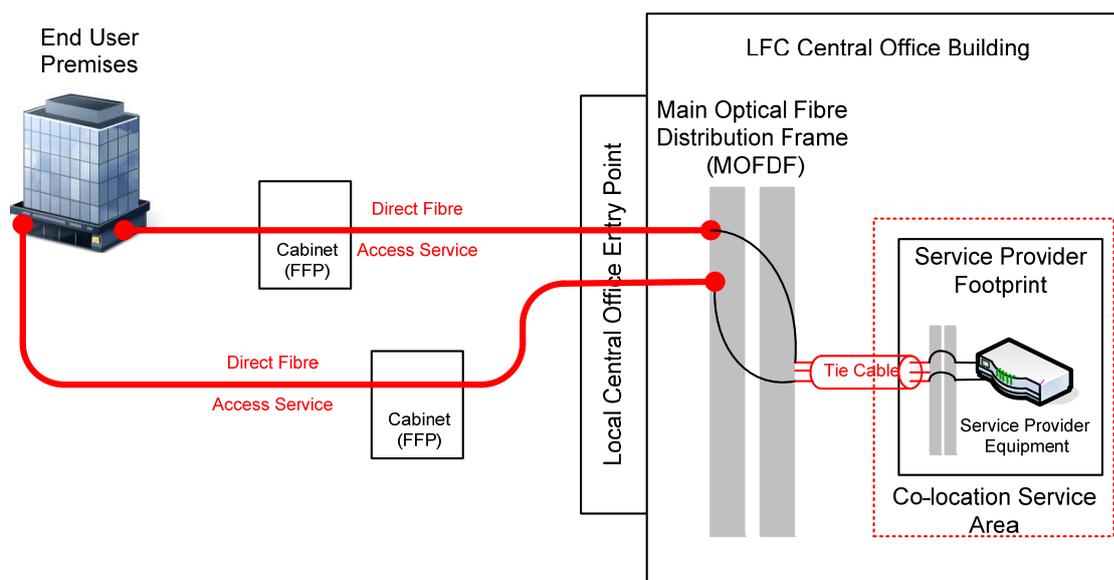
14.14.1 Each diverse fibre will have its own lead-in from a separate FAP to the ETP, OFDF or equivalent;

14.14.2 Each Direct Fibre Access Service will be priced at the rate in the Price List; and

14.14.3 Each Direct Fibre Access service will have assured Service Levels. Enhanced Service Levels may be offered and charged for at the rate in the Price List.

14.15 Where available, the diverse optical paths will be in separate fibre cable sheaths, have separate MOFDF termination shelves, and if requested, be in separate cable routes.

14.16 The diagram below shows single Central Office redundancy with diverse route and diverse access to End User Premises.



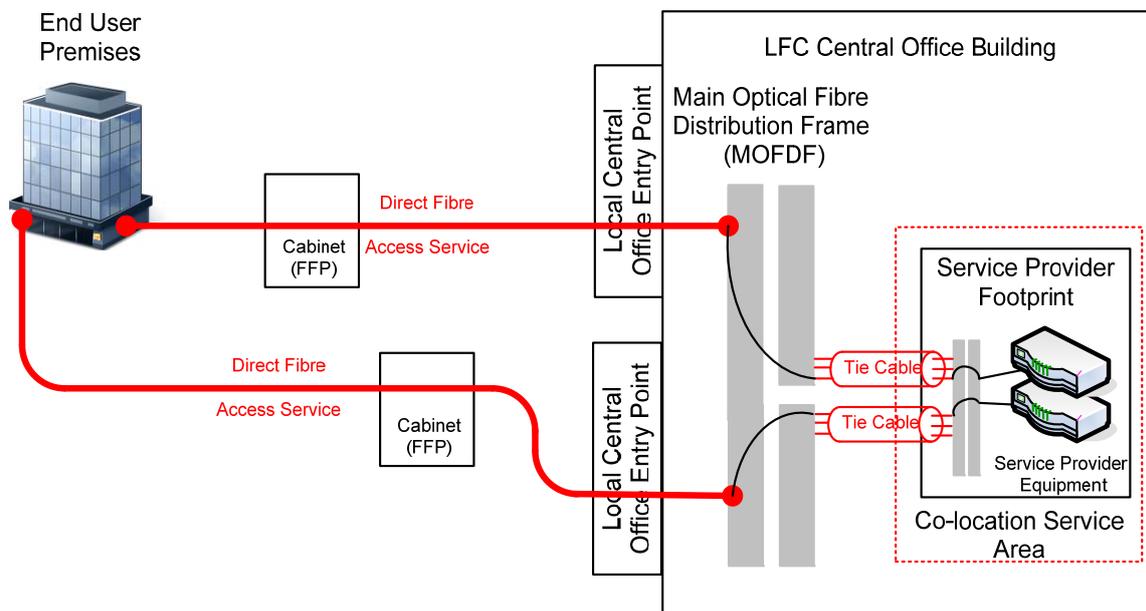
Single Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate OFDF at a single Central Office

14.17 Single Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate OFDF at a single Central Office requires 2 fibres from the End User Premises to a single Central Office with a separate manhole and OFDF at the Central Office and a second lead-in to the End User Premises. This option has the following characteristics:

14.17.1 Each diverse fibre will have its own lead-in from a separate FAP to the ETP, OFDF or equivalent;

14.17.2 Each diverse fibre will have its own manhole and entrance to a separate OFDF at the Central Office;

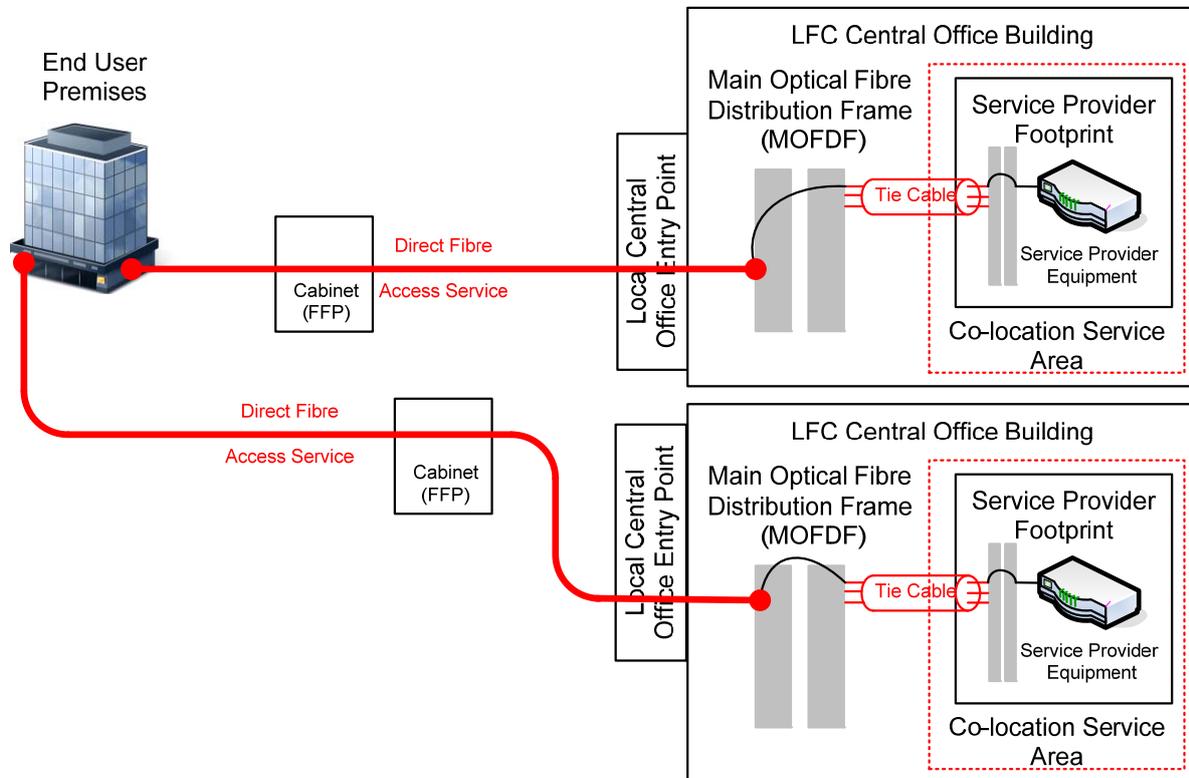
- 14.17.3 Each Direct Fibre Access Service will be priced at the rate in the Price List; and
- 14.17.4 Each fibre access service will have assured Service Levels. Enhanced Service Level Terms may be offered and charged for at the rate in the Price List.
- 14.18 Where available, the diverse optical paths will be in separate fibre cable sheaths, have separate MOFDF termination shelves, and if requested, be in separate cable routes.
- 14.19 The diagram below shows single Central Office redundancy with diverse route, diverse access to End User Premises and diverse access to a separate OFDF at a Central Office.



Dual Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate Central Office.

- 14.20 Dual Central Office redundancy with separate diverse fibre, diverse access to End User Premises and diverse access to a separate Central Office requires 2 fibres from the End User Premises, comprising one fibre to one Central Office and a second fibre to a separate Central Office, and a second lead-in to End User Premises. This option has the following characteristics:
- 14.20.1 Not available in locations with only one Central Office;
- 14.20.2 Each diverse fibre will have its own lead-in from a separate FAP to the ETP, OFDF or equivalent;
- 14.20.3 Each diverse fibre will have its own Central Office;
- 14.20.4 Each Direct Fibre Access Service will be priced at the rate in the Price List; and
- 14.20.5 Each fibre access service will have assured Service Levels. Enhanced Service Level Terms may be offered and charged for at the rate in the Price List.

- 14.21 Where available, the diverse optical paths will be in fully separate fibre cable sheaths, and if requested, be in fully separate cable routes.
- 14.22 The diagram below shows dual Central Office redundancy with diverse route, diverse access to End User Premises and diverse access to a separate Central Office.



PART 8 – BILLING

15. Billing

Invoicing

- 15.1 The LFC will invoice the Service Provider for all charges on the basis specified in the Price List. Invoices will be in an electronic bill format. Electronic form will replace the provision of a paper invoice, except that a printed GST summary will be provided to the Service Provider. A hard copy paper invoice will be available to Service Providers at the price set out in the Price List.
- 15.2 The eBill must include the following information:
- 15.2.1 FSL;
 - 15.2.2 Fault or Service Order identifier;
 - 15.2.3 Any Core Service Rebates; and
 - 15.2.4 Type of fee.
- 15.3 The LFC will send an electronic bill.

- 15.4 The Service Provider will provide the LFC with the list of people that are authorised to download the eBill file. The LFC will set up access rights for these people on a secure web portal.
- 15.5 The LFC will provide the eBill and the printed GST summary to the Service Provider free of charge.
- 15.6 The LFC will maintain one or more separate Service Provider accounts for services provided to the Service Provider. The LFC may alter the account structure as it considers appropriate.

Billing Enquiries

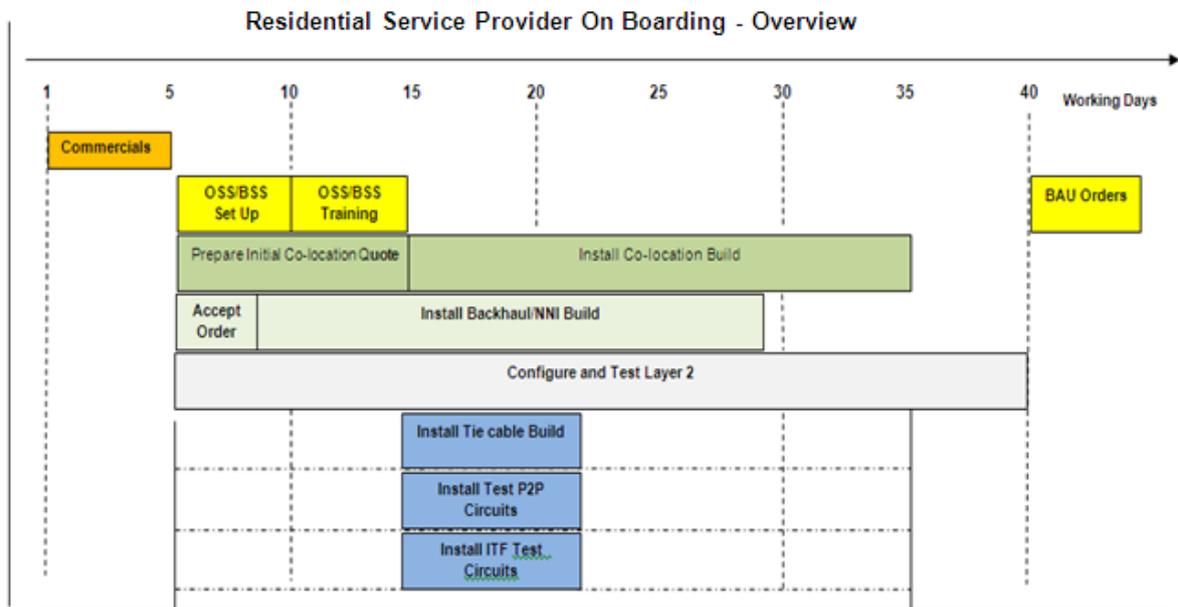
- 15.7 If the Service Provider wishes to raise a billing enquiry, it may do so through our web page or B2B gateway. If the web page or B2B is unavailable, the Service Provider may send an enquiry by Email to the LFC billing team in the first instance at the billing email address supplied by the LFC under Appendix G.
- 15.8 The email must include the following information:
 - 15.8.1 A header reading 'Billing Query'; and
 - 15.8.2 A completed Billing Enquiry Form.
- 15.9 The LFC will acknowledge the query and will use all reasonable endeavours to respond within the current billing period. Any billing enquiries submitted without the use of a Billing Enquiry Form will be rejected.
- 15.10 Additional billing information, over and above that reasonably required to assist Service Providers in interpreting invoices, will be charged in accordance with the Price List. The Service Provider may require the LFC to provide a quote for any such request for further information.
- 15.11 The process set out in this clause is an informal enquiry process that does not limit the General Terms. If the Service Provider wishes to claim an Invoice Error in an invoice, it must follow the procedure set out in clause 7 of the General Terms.

PART 9 – OPERATIONAL READINESS PROGRAMME

16. Service Provider on Boarding

- 16.1 The Operational Readiness Programme is the programme of work to be undertaken jointly by the LFC and the Service Provider as part of an on boarding process as the Service Provider prepares for connection to the LFC Network, including;
 - 16.1.1 The establishment of commercial relationships;
 - 16.1.2 Set up of OSS/BSS interfaces;
 - 16.1.3 Build of Footprints (if required);
 - 16.1.4 Build of UFB Handover Connections and associated Links (if required);
 - 16.1.5 Training as per clauses 16.9 to 16.11; and
 - 16.1.6 The testing and commissioning of processes, products and interfaces (including layer 2 interoperability).

16.2 Each task within the on-boarding plan has appropriate service levels, milestones, the LFC and Service Provider requirements. The diagram below provides an overview of the plan.



Commercials

16.3 The Service Provider needs to sign a WSA and meet the requirements of the General Terms before they can take the Direct Fibre Access Services.

16.4 The Service Provider must provide all information required in a timely manner as any delay will extend the service level time. This information includes details of insurance, credit guarantee and contact information for the WSA.

OSS/BSS

16.5 OSS/BSS is required to enable the Service Provider to place and track Service Requests and Service Orders for Direct Access Fibre Service, to report faults and to obtain other operational information. Default module functionality will not be available in the OSS/BSS at the time the LFC commences providing services, but will be introduced at a later point in time.

16.6 The Service Provider needs to have the B2B/SSP system in place and staff available for training.

16.7 Set up of the OSS/BSS requires the LFC to allocate passwords and test interfaces including processing trial Service Requests.

16.8 The LFC will provide training to the Service Provider staff which includes:

16.8.1 Explanation of guides, products, processes, procedures and tools;

16.8.2 Submission of test Service Requests;

16.8.3 Handling exceptions; and

16.8.4 Q&A.

- 16.9 The LFC will provide reasonable initial set up training consisting of a workshop held at a location determined by the LFC. The workshop will address:
- 16.9.1 Overview of forecasting templates;
 - 16.9.2 Overview of forms for Service Requests;
 - 16.9.3 Basic details of OSS/BSS (including demonstration of the system);
 - 16.9.4 Overview of billing and accounts; and
 - 16.9.5 Q&A.
- 16.10 The Service Provider will ensure that a reasonable number of staff (up to a maximum number of 10 per session) attend any training provided.
- 16.11 Any additional training required by the Service Provider beyond reasonable initial set up training (up to 50 hours) will be charged for by the LFC in accordance with the Price List.

Co-location

- 16.12 If a Service Provider requires co-location space they can place initial Service Requests with all required information when signing the WSA or they can wait until the OSS/BSS is in place and their staff are trained in its use.
- 16.13 The LFC will provide quotes for Co-location Build, once these are accepted the Co-location Build will commence subject to the provision of any materials or information required from Service Provider. On acceptance of the Co-location Build the Footprints will be handed over to the Service Provider.

UFB Handover Connection Service or backhaul

- 16.14 If a Service Provider requires a UFB Handover Connection and/or backhaul they can place initial Service Requests with all required information when signing the WSA or they can wait until the OSS/BSS is in place and their staff are trained in its use.
- 16.15 The LFC will commence build subject to the provision of any materials or information required from Service Provider. On completion of joint testing the links will be handed over to the Service Provider.

Tie Cables

- 16.16 If a Service Provider requires Tie Cables for their co-location space they can place initial Service Requests with all required information when signing the WSA or they can wait until the OSS/BSS is in place and their staff are trained in its use.
- 16.17 The LFC will provide quotes for Tie Cable build, once these are accepted build will commence subject to the provision of any materials or information required from Service Provider. On completion of the build the Tie Cables will be handed over to the Service Provider.

Testing

- 16.18 If a Service Provider requires test circuits they can place initial Service Requests with all required information when signing the WSA or they can wait until the OSS/BSS is in

place and the Service Provider's staff are trained in its use. The LFC will provide test circuits for the Service Provider and if required trial fault and relinquish them.

- 16.19 If a UFB Handover Connection Service has been requested, once it is installed and the Service Provider has all their equipment installed and available for testing, the LFC will undertake a series of end to end layer 2 testing scenarios with the Service Provider. The service level assumes all test milestones passed on first attempt with no remedial work required.

Integrated Test Facility

- 16.20 As an alternative to test circuits to their premises the Service Provider can request access to the Integrated Test Facility.
- 16.21 Initially the Integrated Test Facility is limited to GPON services. Operational requirements for the Integrated Test Facility are not included in this Manual and will be discussed with Service Providers on a case by case basis.

BAU

- 16.22 Once on boarding and testing is successfully completed the Service Provider can place Service Requests for Direct Fibre Access Services.

PART 10 – OTHER

17. Requirements for End User Site Visits by the LFC

- 17.1 Fault and provisioning related site visits by the LFC to the End User Premises will be arranged by appointment under OSS/BSS. The LFC will not be required to consult the Service Provider or any End User when work at a site does not require entry to Premises or contact with an End User, but must notify Service Provider if an outage will result from work. Where entry to a Premises or contact with an End User is required then the Service Provider will make arrangements for the site visit with the End User and the relevant LFC representative. The LFC or its representatives may contact End Users if required to facilitate the LFC's or its representatives' attendance at the End User's Premises for appointments arranged through the Service Provider.
- 17.2 The LFC representatives will carry the LFC identification and wear appropriate clothing.
- 17.3 The LFC representative will use all reasonable endeavours to start all visits to an End User's Premises at the scheduled time.
- 17.4 When interacting with any End User, the LFC representatives will always act in a professional and courteous manner and they will not use that interaction for sales and marketing purposes.
- 17.5 At the completion of all site visits, the relevant LFC representative will record the details in appropriate systems.
- 17.6 When, for any reason outside the LFC's control, but excluding Force Majeure events, it is unable to complete a visit at the scheduled time (e.g. because an End User is unavailable), the LFC will charge the Service Provider an abortive End User site visit charge in accordance with the Price List.

18. Premises Wiring, ONT and Approved CPE Installation

- 18.1 In association with an installation of the Direct Fibre Access Service the LFC may on request carry out additional work.
- 18.2 The Service Provider must provide space near a permanent power outlet within a premise for the NID or ONT. The location of the NID/ONT must be a suitable environment for electronic equipment with a dry, clean indoor area with adequate ventilation.
- 18.3 When monitored alarms and/or other line grabbing devices e.g. medic alarms or SKY digital service are installed at an End User's Premises and the Service Provider takes Direct Fibre Access Services, the Service Provider should advise the End User of the need to ensure that the necessary arrangements are made to ensure the services continue to operate, or alternatively the End User should be advised alternative arrangements are required to retain existing functionality.
- 18.4 Service Provider is responsible for selecting, supplying and maintaining their equipment.
- 18.5 If a fault is found to be caused by non-compliant wiring or equipment, then the Service Provider will be liable for the "no fault found" charge as set out in the Price List. Service Providers should advise its End User of the need to ensure that the installation of the Premises wiring at the End User's Premises is correct and in accordance with the premises wiring code.

19. Premises Lead-in Fibre Installation

- 19.1 The limits of the Standard Installation are described in the Service Descriptions. Additional work required to provide a Connection may be carried out at the same time. Additional charges (if any) will be as set out in the Price List and agreed with the Service Provider before the additional work is carried out.
- 19.2 The installation of conduits and lead-in pipes at each End User's Premises will be in accordance with the LFC's works practises and the premises wiring code. Any existing conduits or Lead-in pipes that are reused must also conform to the same standards.

20. Marketing Support and Roll out Plans

- 20.1 Raising awareness about the LFC's enhanced network and the benefits of fibre to End Users will be an essential step in the transition process so that End Users are motivated to change to fibre based access services and the LFC achieves the uptake rates they are targeting.
- 20.2 Assisting in the increasing awareness of the LFC network will be deployment information in the form of maps and address lists provided by the LFC to the Service Providers to enable them to plan their marketing.
- 20.3 To augment the broader awareness and marketing initiatives, the LFC will have a sales channel, which will:
- 20.3.1 Own the Service Provider relationship;
 - 20.3.2 Develop an intimate understanding of their Service Provider's requirements;

- 20.3.3 Champion Service Provider requirements within the LFC to ensure Service Provider issues are understood and services are fit-for-purpose;
 - 20.3.4 Ensure Service Provider understand the LFC offerings and can drive fibre uptake on a retail basis; and
 - 20.3.5 Identify gaps/opportunities in the NZ market and short to medium term fibre growth areas.
- 20.4 This team will be supported by the service delivery teams who manage the more operational aspects of the Service Provider relationship.

21. Non-Building Access Point (NBAP) Process

Introduction

- 21.1 An NBAP is a location that either is not a Premises (e.g. a cell site or pumping station) or does not have a physical address (e.g. a bus shelter or lamp post). Concentration points for a backhaul service are not NBAPs (for example, a fibre to the node cabinet owned or controlled by the LFC).
- 21.2 Where a connection to a NBAP is requested, the Service Provider will obtain any End User consent necessary for the LFC to access the NBAP to install, maintain or remove LFC services, including any associated equipment, using either a template provided by the LFC or a Service Provider template approved by the LFC for this purpose.

NBAP Requirements

- 21.3 The LFC may need to undertake special design or process development to facilitate connection of a Direct Fibre Access Service into an NBAP. This additional work prior to installation will be undertaken in discussion with the Service Provider, End User and equipment supplier (as applicable). This work will likely include some or all of the following:
 - 21.3.1 Assessment of the NBAP as a suitable location for LFC equipment, considering services provided, environment, power and access;
 - 21.3.2 Modification or alternate source requirements for any LFC equipment;
 - 21.3.3 Any additional permissions from authorities;
 - 21.3.4 Source of special materials;
 - 21.3.5 Development of special installation work practises including any assure requirements; and
 - 21.3.6 Quoting of installation costs.
- 21.4 If the NBAP is the same or effectively the same as a previously provisioned NBAP (e.g. another mobile phone cell site further from road), then the LFC may agree to reuse the previous design with or without a change to the install price.
- 21.5 However if a suitable design for the provision of service to the NBAP cannot be agreed, the LFC will not provide service.

APPENDIX A – GLOSSARY

Term	Definition
802.1ad	Means an Ethernet standard that supports Ethernet frames with two VLAN tags. These VLAN identifiers are referred to as: (a) Service VLAN ID or SVID, Outer tag. (b) Customer VLAN ID or CVID, Inner tag.
802.1p	Means an Ethernet standard that uses the 3-bit PCP field in 802.1q VLAN tags to advise the network as to what class of service should be applied to the transport of the frame.
802.1q	Means an Ethernet standard that allows the support of multiple independent logical networks through the use of an 802.1q header. This allows up to 4094 virtual networks to be identified through the VLAN id field. The 802.1q header also supports a 3-bit PCP field which is used to indicate the class of service the frame belongs to.
802.3/Ethernet II	Ethernet standards that define the format of standard untagged Ethernet frames.
Access Rate	Is a logical maximum upstream and downstream speed that a Bitstream 3 or Bitstream 3a Service Template can achieve, i.e. $\sum CIR + \sum EIR \leq \text{Access Rate}$.
Automated Pre-qualification	Means the automated delivery of information on the availability of services at a given address via the OSS/BSS.
ATA Voice Service	Means the service described in the ATA Voice Service Description.
Availability Period	Means the shorter of: (a) the period of the previous 12 months; and (b) the period of months since the LFC last failed to meet the relevant Service Level.
B2B	Means the OSS/BSS Business to Business Web Services Interface that allows Service Providers to integrate their front end systems with the LFC'S ordering and service management systems.
Baseband	Means the service described in the Baseband Service Description.
BAU	Means business as usual – the ongoing, every day operation of business, processes and systems.
Best Industry Practice	Means the exercise of the skill, diligence, prudence, foresight and judgment, as determined by reference to good international practice generally applied in OECD countries, which would be expected from a highly skilled and experienced person under the same or similar circumstances to those applicable under the UFB Services.
Bitstream Services	Means the services described in the Service Descriptions for Bitstream 2, Bitstream 3, Bitstream 3a, Bitstream 4, ATA Voice, Multicast and UFB Handover Connection.
Build Cost	Means the cost for the LFC to build the co-location Footprint requested.
Build Time	Means the time for the LFC to build the co-location Footprint requested measured from the time the Quote is accepted.
Bulk Service Request	Means a transfer or new connection of a large volume of service instances as more particularly described in the relevant Operations Manual.

Term	Definition
Business	Means any undertaking that is carried on, whether for gain or reward or otherwise.
Business Connection	Means a Connection requested by a Service Provider in relation to an End User that is a Business (but excluding an NBAP Connection).
Candidate Area	Means the geographical area indicated as such on the candidate area map available at www.ultrafast.co.nz .
Central Office	Means the building which terminates local access fibres and may house both LFC and Service Provider equipment required for providing services over the access fibre network.
Central Office and POI Co-location Service	Means a service that provides co-location facilities for a Service Provider's equipment, and access to a Handover Point, at the LFC's Central Office solely for the purposes of providing access to, and interconnection with, the LFC Network as described in the Central Office and POI Co-location Service description.
Central Office Entry Point	Means the congregation point for all ducts and cables that enter a Central Office that is nominated by the LFC as the Central Office entry point, usually a manhole.
Central Office ID	Means a unique alphanumeric identifier assigned by the LFC to an Central Office.
Co-location Build	Means the build work required by the LFC to provide the co-location footprint requested by the Service Provider.
Committed Information Rate or CIR	This is the amount of guaranteed throughput – frames submitted within this throughput will be considered discard ineligible by the network.
Communal Infrastructure	Means any fibre network infrastructure in the Coverage Area which is deployed independently of any End-User Specific Infrastructure and which is not located on Premises, including any of the following within the Coverage Area: <ul style="list-style-type: none"> (a) Interconnection Points; (b) Central Offices; (c) Cabinets and/or fibre cross connection points; (d) Intra-Coverage Area backhaul fibre connecting the interconnection points, Central Offices and cabinets; (e) Distribution fibre running along each street, past Premises; (f) Feeder fibre running from Central Offices to cabinets or fibre cross connection points; (g) Associated ducts and other fixed civil infrastructure required to deploy fibre; and (h) Passive optical equipment installed in the LFC cabinet and/or a Central Office.

Term	Definition
Connection	<p>Means:</p> <p>(a) The cable joining the Fibre Access Point to the External Termination Point of a Premises, with such cable to be either from the pit on the adjoining boundary of two properties where the Fibre Access Point is located in underground deployment, or from the pole nearby to a number of premises in aerial deployment; and</p> <p>(b) All other infrastructure (excluding Communal Infrastructure) necessary to enable the provision of the Wholesale Services (including layer 1 and layer 2 services) to the relevant End User,</p> <p>and "Connected" will be construed accordingly.</p>
Coverage Area	<p>Means, as the context requires, either:</p> <p>(a) The area comprising all Candidate Areas; or</p> <p>(b) The geographic area serviced by a given Handover Point; or</p> <p>(c) The geographical area served by a data switch. There are multiple tiers:</p> <ul style="list-style-type: none"> • First Data Switch – typically an intermediate POI or POI. • OI. Consists of the aggregate of all First Data Switches served by the POI. In many cases this will only be the POI itself.
Customer Authorisation	Means a valid authorisation for a Transfer Service Request by a customer or a customer's duly appointed agent that meets the requirements of the Customer Transfer Code.
Customer Premises Equipment or CPE	This is equipment used by the End User or provided by the Service Provider at the End User site to use or interface with the Bitstream service.
Customer Transfer Code	Means the Code for the Transfer of Telecommunications Services approved by the Commission on 12 October 2006 and/or endorsed by the Telecommunications Carriers Forum on 3 November 2006, as applicable, and any equivalent replacement code or codes.
Customer VLAN ID or CVID	This is the VLAN identifier contained in the inner 802.1ad tag delivered on the E-NNI.
Dynamic Host Configuration Protocol or DHCP	<p>A Layer 3 protocol used to auto-configure basic IP settings. Optional for Service Providers.</p> <p>Bitstream 2 has a configurable option to insert Circuit ID information into DHCP configuration requests as defined in TR-101/156.</p>
Deemed Acceptance Time	Means the time which is four Business Hours after the Receipt Time of a valid Service Request. To avoid doubt, a Service Request may still be rejected notwithstanding a deemed acceptance.
Direct Fibre Access	Means the service described in the Direct Fibre Access Service Description.
Downtime	Means the length of time that an End User is without service, measured from the time that a fault is detected, either by an End User fault report or by an LFC Network surveillance system, to the time the fault is resolved and the service is restored. Downtime excludes service interruptions as a result of End User, Reseller or Service Provider actions, and ONT outages due to power failure.
EAS	Means Ethernet aggregation switch.
eBill	Means invoices provided in an electronic format.

Term	Definition
End User-Specific Infrastructure	<p>Means the infrastructure in the Coverage Area separate from, and connecting with, the Communal Infrastructure and the Layer 2 Communal Infrastructure to provide service to End User connections, including the following:</p> <ul style="list-style-type: none"> (a) Fibre from a Premises to the Communal Infrastructure already in place outside the boundary of a Premises; (b) Any electronic and/or optical equipment the LFC may be required to install on Premises; (c) Associated ducts and other fixed civil infrastructure required to deploy the End User-specific fibre assets; (d) Any capitalised investment directly associated with each marginal End User (for example, the value of any software licences that might be supplied to the LFC on a “per End User” basis); and (e) Any active electronic equipment installed in a Premises required to provide the layer 2 Wholesale Services.
End User Tenancy	Is the premises of an End User (i.e. apartment, townhouse, office, shop etc.) in a Multi Dwelling Unit to which the Service Provider directs the LFC to provide services.
Ethernet Access Private Line or E-APL	An Ethernet operator virtual circuit (OVC) that does not support service multiplexing, i.e. all service frames at the UNI are mapped to a single E-APL.
Ethernet Access Virtual Private Line or E-AVPL	This is a MEF standard for providing an OVC from the UNI to an E-NNI.
Ethernet Multicast Access or EMA	A service that supports the transmission of multicast traffic from a Service Provider to multiple UNIs simultaneously.
ETP	Means a suitable fibre termination facility located as an attachment to an external structure located at the End-User’s Premises, the End User Tenancy or at the NBAP non-building access point. It is not mandatory for the fibre to be broken and terminated at that point, although it will serve as an access point for breaking and testing should the need arise.
Excess Information Rate or EIR	This is the amount of un-guaranteed throughput – frames submitted within this throughput will be considered discard eligible by the network.
External Network-to-Network Interface or E-NNI	<p>This is a MEF standard interface that allows connectivity between two Ethernet networks.</p> <p>It provides the Ethernet demarcation between the LFC and the Service Provider.</p>
Fault Restoration Hours	Means 7:00am to 7:00pm, seven days a week and Fault Restoration Hour means one hour within this period.
Fibre Access Point or FAP	A point on the End User Premises boundary where the Fibre Lead-in connects to the distribution network, either from the pit on the adjoining boundary of two properties where the Fibre Access Point is located in underground deployment, or from the pole nearby to a number of Premises in aerial deployment to provisioning.
Fibre Flexibility Point or FFP	A roadside cabinet where the feeder fibre from the Central Office is connected or patched to the distribution fibre to the End User Premises. In the case of GPON services it is also likely to house the passive optic splitters.

Term	Definition
Fibre Lead-in	The fibre from the Fibre Access Point to a: (a) jack inside the End User's Premises or End User Tenancy; or (b) OFDF if there is an OFDF beyond the End User Tenancy ETP or End User Tenancy boundary.
First Data Switch	The term applied to the first EAS after the access node. This is the first Layer 2 Handover Point at which a Service Provider can connect to the LFC network, although Tail Extension can be used to extend the service beyond this point.
Footprint	Means a space at any LFC Central Office that is allocated to the Service Provider for the installation of its equipment but excludes any space occupied by the Service Provider's Tie Cables.
Forecast	Means any or all (as the context requires) of the Forecasts required to be provided by the Service Provider in any Operations Manual.
Forecast Service Requests	Means a forecast Service Request, as reported in a Forecasting Report.
Forecasting Template	Means the template provided by the LFC either as; (a) Excel spreadsheet with a separate worksheet for each Forecast type, an example of which is attached as Appendix D; or (b) A web based template for each Forecast type.
Frame Delay	This is a measurement of how long an Ethernet Frame takes to traverse part of the network, typically UNI to the POI. It measures the one-way delay and uses a 1500 byte Ethernet frame as a baseline.
Frame Delay Variation	This is the amount at which the Frame Delay is allowed to vary across multiple Frame Delay measurements.
Frame Loss	This is the amount of in-profile frames that are dropped between ingress and the point of measurement, typically the POI. Measured in %.
FSL	Means fibre service location number.
General Terms	Means the document entitled "General Terms" signed by the LFC and the Service Provider. The General Terms forms part of the WSA.
Gigabyte Passive Optical Network or GPON	This is a fibre standard that supports point-to-multipoint delivery of fibre to multiple Premises.
Greenfield	Means a new subdivision where there is no existing telecommunication infrastructure.
Handover Point	This is the exchange where the Bitstream service is handed over from the LFC to the Service Provider. The Service Provider can connect the service to their site, to collocation space in the Handover Point exchange or use a backhaul service to deliver the service to a different location.

Term	Definition
High Priority class	<p>This is a class, defined in the TCF ELAS Service Description, which is intended for the delivery of high performing applications and content. All frames marked as high priority are considered discard ineligible.</p> <ul style="list-style-type: none"> - CIR > 0. - EIR = 0. <p>High Priority network performance Service Levels are set out in the Service Level Terms for the Bitstream Services.</p>
High-rise MDU	<p>Means an MDU with:</p> <ul style="list-style-type: none"> (a) three or more storeys; and (b) any End User Tenancy which does not have direct access to the ground floor.
Integrated Test Facility or ITF	<p>The Integrated Test Facility is a collection of labs and services that support Service Providers in development of new and existing UFB services.</p>
ITU Y.1731	<p>An ITU Ethernet standard that supports protocols and practices for OAM across Ethernet platforms.</p>
Layer 2	<p>Means layer 2 of the OSI Model, being active fibre optic network infrastructure.</p>
Layer 2 Communal Infrastructure	<p>Means the following Communal Infrastructure, each to the extent required to provide the Layer 2 Wholesale Services:</p> <ul style="list-style-type: none"> (a) Electronic and/or optical equipment installed in the LFC's cabinet, Central Office or POI; and (b) Active electronic equipment installed in a Central Office or cabinet in the Coverage Area.
Law	<p>Means:</p> <ul style="list-style-type: none"> (a) Any statute, regulation, by law, ordinance or subordinate legislation in force from time to time to which a party is subject; (b) The common law and the law of equity as applicable to the parties from time to time; (c) Any binding court order, judgment or decree; (d) Any applicable industry code, policy or standard enforceable by law; or (e) Any applicable direction, policy, permission, consent, licence rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business. <p>In any jurisdiction that is applicable to the WSA, including all applicable district or regional plans, district council bylaws, district council codes of practice and development manuals for roading and New Zealand Transport Agency guidelines and standards.</p>
LC Connector	<p>Means an LC APC connector type complying with the IEC 61754-20 standard.</p>
LFC Build	<p>Means the build work carried out by the LFC to provide the co-location Footprint requested by the Service Provider.</p>
LFC Site	<p>Means any premises utilised by the LFC to provide a service, including all Central Offices.</p>

Term	Definition
Low Priority class	<p>This is a class, defined in the TCF ELAS Service Description, which is intended for the delivery of internet grade applications and content. All frames marked as low priority are considered discard eligible.</p> <ul style="list-style-type: none"> - CIR = 0. - EIR > 0. <p>Low Priority network performance Service Levels are set out in the Service Level Terms for the Bitstream Services.</p>
Maximum Transmission Unit or MTU	The maximum Ethernet frame, including headers, which can be supported by the service.
Maintenance Entity Group or MEG	This is a point in the network that supports OAM management functions.
MEG End Point or MEP	This is a maintenance functional entity located at each end of an end-to-end path and provides a point that can be used to initiate OAM tests or reflect OAM requests.
MEG Intermediate Point or MIP	This is a maintenance functional entity located at intermediate points along the end to end path. It reacts and responds to OAM frames.
Metro-Ethernet Forum or MEF	An international industry consortium that creates standards for carrier Ethernet networks and services.
MOFDF	Means the main optical fibre distribution frame being a facility in the relevant office for terminating access fibres.
Month [x]	Means the calendar month that is [x] calendar months before an Service Request Month.
Move Address Service Requests	Means a Service Request where an End User requests the relocation of their Service Provider telecommunications services to another physical address.
Month End	Means the last Business Day of a calendar month.
Multi Dwelling Unit or MDU	Includes semi-detached, apartments, townhouses, gated communities and assisted-living facilities that share a common property boundary. MDU facilities may be under a single roof or they may consist of multiple buildings on a residential campus. MDUs may include only residential units or they may have residential units along with commercial and retail spaces.
Multicast	Means the service described in the Multicast Service Description.
Multi-Dwelling Unit Infrastructure or Multi-Business Unit Infrastructure	Means the individual fibre connection from the point that the End User-Specific Infrastructure terminates at the Premises to an individual residence or commercial tenancy in a multi-tenant building or if the LFC has provided backbone and floor cabling within MDU the individual fibre connection from the point that the End User-Specific Infrastructure enters the Premises to an individual residence or commercial tenancy in a multi-tenant building.
Network Interface Device or NID	An active device at the End User Premises that terminates the fibre and provides an electrical interface to the End User.
NOC	Means network operations centre.
Non-Building Access Point or NBAP	Means a location for a Connection that either is not a Premises (e.g. a cell site or pumping station) or does not have a physical address (e.g. a bus shelter or lamp post) other than a location that is a concentration point for a regulated backhaul service (for example, a fibre to the node cabinet owned or controlled by the Contractor).

Term	Definition
Non-Standard Install	Means, in relation to a service, any work required to be performed by the LFC to install that service that falls outside the definition of Standard Install as set out in the relevant service description.
OAM	Means operations, administration and maintenance. A set of processes, tools and activities based on ITU Y.1731 that allows testing and monitoring of the Ethernet network.
Optical Fibre Distribution Frame or OFDF	An optical fibre distribution frame installed in an MDU or End User premises used to terminate the Fibre Lead-in.
Optical Line Terminator or OLT	An access node that provides for the delivery of GPON accesses. It provides the network-side GPON functions.
Optical Network Terminal / Optical Network Unit / ONT / ONU	Provides the End User GPON functions and terminates the GPON/Bitstream Services in the End User premises.
OSS	Means the LFC's operational support systems.
Passed	Means when Premises have been passed with Communal Infrastructure (and, where the context requires, includes Layer 2 Communal Infrastructure) and is capable of Connection from the nearest point to the private boundary (if underground) or nearest pole (if aerial) (and Pass is to be interpreted accordingly).
Permit to Work	Means the LFC's written permission to undertake work on an LFC Site.
Planned Outage	Has the meaning given to that term in clause 11.18.
Point Of Interconnect or POI	This is a logical point in the network where a Bitstream Service terminates. Each LFC POI shall be an LFC Central Office at which the LFC locates an aggregation switch.
Point of Presence or POP	This is the point at which a Service Provider provides a service – either directly or via a backhaul service.
Point-to-Point-Protocol over Ethernet or PPPoE	This is a protocol used for Layer 3 IP attribute assignment. It can be used as an alternative to DHCP. Bitstream 2 has a configurable option to insert Circuit ID information into PPPoE configuration requests as defined in TR-101/156.
PON	Means passive optical network.
Premises	Means a single building or structure located on a defined geographical site (such as may be evidenced by a certificate of title), which has a unique physical address recognised by NZ Post, and is occupied by or could readily be occupied by a potential End User and, for the avoidance of doubt: (a) A Premises does not include a NBAP; (b) A MDU only constitutes a single Premises; and (c) A Premises includes each such building or structure that is in, or that is from development activities reasonably anticipated in the near future to be in, a Greenfields area or development site that is within or adjacent to the Coverage Area.

Term	Definition
Previous Forecast	Means, in relation to a Service Request Month, the total number of Forecast Service Requests for that Service Request Month as set out in the last Forecasting Report submitted to the LFC.
Priority Code Point or PCP	A three bit field in the 802.1q header that identifies what class a particular frame is associated with.
Priority Users	Means businesses (of any size, including private sector health providers), schools (including state, state integrated and independent schools) and health service providers (hospitals and significant health care provider sites, for example emergency and medical centres, and radiologists).
Product Development Process	The process by which the LFC will develop new Service Templates requested by a Service Provider.
QnQ	An industry standard protocol similar to 802.1ad. It supports stacked VLANs, i.e. multiple VLAN tags in an Ethernet frame. The LFC supports this as an alternative E-NNI standard to 802.1ad. The primary practical difference between QnQ and 802.1ad is the Ethertype field.
Quote	Means an estimate provided by the LFC for services requested by Service Provider that do not have a set charge in the Price List.
Receipt Time	Means: (a) For Service Requests that are made using the OSS/BSS, the time that the electronic communication containing the Service Request enters the OOS/BSS; or (b) For Service Requests that are made by email, the time that a Service Request is received in the LFC designated inbox for receipt of such Service Requests, provided that where a Service Request is received outside Business Hours, the Receipt Time will be the start of the first Business Hour of the following Business Day.
Relinquishment	Means the cessation of a service.
Relinquishment Service Requests	Means an order for the cessation of a service.
Residential Connection	Means a Connection requested by a Service Provider in relation to an End User that is not a Business or NBAP.
SC Connector	Means an SC/APC connector type complying with the IEC 61754-4 standard.
Service Area	means either: (a) The area served by the fibre terminated at an LFC Central Office, or (b) The area within a LFC Central Office set aside for the Central Office and POI Co-location service.
Service Demarcation Point	Has the meaning given in the relevant Service Description as the context requires.
Service Level	Means a “Core Service Level” or “Ancillary Service Level” as those terms are defined in the Service Level Terms.
Service Level Default	Means a failure by the LFC to meet a Service Level.

Term	Definition
Service Order	Means a Service Request where the Service Provider has accepted the LFC's Quote.
Service Provider	A Service Provider is an entity that purchases the Bitstream service from the LFC and, combined with its own network and services, provides a telecommunication service to an End User.
Service Provider Build	Means the build work carried out by the Service Provider to complete the co-location Footprint requested by the Service Provider.
Service Rebate	Means a "Core Service Rebate" as defined in the Service Level Terms.
Service Request Month	Means the calendar month in which a Forecast Service Request is forecast to become an Service Request.
Service Template	A Service Template is a preset combination of Bitstream service components, such as VLANs, UNIs etc. that can be added incrementally to an existing service, or consumed as a package. Service Providers can consume the initial Service Templates as defined in the relevant Bitstream Services service descriptions, or request new Service Templates through the Product Development Process.
Service VLAN ID or SVID	This is the VLAN identifier contained in the outer 802.1ad tag delivered on the E-NNI.
Single Dwelling Unit	Means a Premises containing within its boundaries only one residential or commercial tenancies.
Special Manual Pre-qualification Investigation	Means the delivery of information on the availability of services at a given address following the visit to site by a technician (may include specially requested information).
SSP	Means self service portal – an OSS/BSS interface.
Standard Install	Means in relation to a service, the work generally required to be performed by the LFC to install that service as more particularly set out in the relevant service description.
Tagged traffic	This is Ethernet frames that include one or more 802.1q headers or tags.
Tail Extension	This is a service that extends the service attributes of the tail from the POI to a remote Handover Point. As this provides a backhaul service, the end-to-end service attributes will be different than a service that terminates at the POI.
Tie Cables	Means cable provided on request to a Service Provider who has taken a Direct Fibre Access Service and/or a co-location Footprint. Can be either: (a) An internal Tie Cable from the Central Office MOFDF to the Service Provider Footprint; (b) An internal Tie Cable from one Service Provider Footprint to another Service Provider Footprint (the footprints can be same or different Service Providers); or (c) An external Tie Cable from the Central Office MOFDF to a third party network outside and adjacent to the Central Office entry point.
TR-101/156	This is a Broadband Forum technical report that standardises how GPON can be supported using an Ethernet Aggregation Network.

Term	Definition
Transfer Service Requests	Means a Service Request by the Service Provider to transfer services of end users between Service Providers as a result of customer acquisition as requested by the end user and submit in accordance with the customer transfer code.
Trouble ticket	Means the record of a fault report detailing fault and steps taken to rectify.
Truck roll	Means the dispatch of a technician to construct or repair the LFC network including end user infrastructure.
UFB Arrangements	Means the arrangements between the LFC, Crown Fibre Holdings Ltd and the Crown relating the Government's Ultrafast Broadband Initiative under which the LFC is required to construct, and deliver services over, a fibre optic access network in certain parts of New Zealand.
UFB Handover Connection Service	Means the service described in the UFB Handover Connection Service Description.
UFB Services	Means the Bitstream Services, Baseband, Direct Fibre Access Services and the Central Office and POI Co-location Service.
UNI Port	A single Ethernet port on an ONT.
Unplanned Outage	Has the meaning given to that term in clause 11.21.
UPS	An uninterruptible power supply.
User Network Interface or UNI	The interface specification facing the End User site.
VLAN	A virtual LAN or local area network. A logical Ethernet network supported through 802.1q headers.
Week	Means a seven-day period commencing Monday and ending Sunday.
WiFi	A common short range wireless network used for local connection to a WiFi hotspot. It is offered as a feature on the ONT as an alternative to house wiring, although throughput is limited by the WiFi bandwidth and the number of users on the shared network.
WSA	Means the "Agreement" as defined in the General Terms.
Y.1731	An ITU standard that defines protocols and practices for OAM on Ethernet networks including traffic performance measurements such as Frame Delay, Frame Delay Variation and throughput.

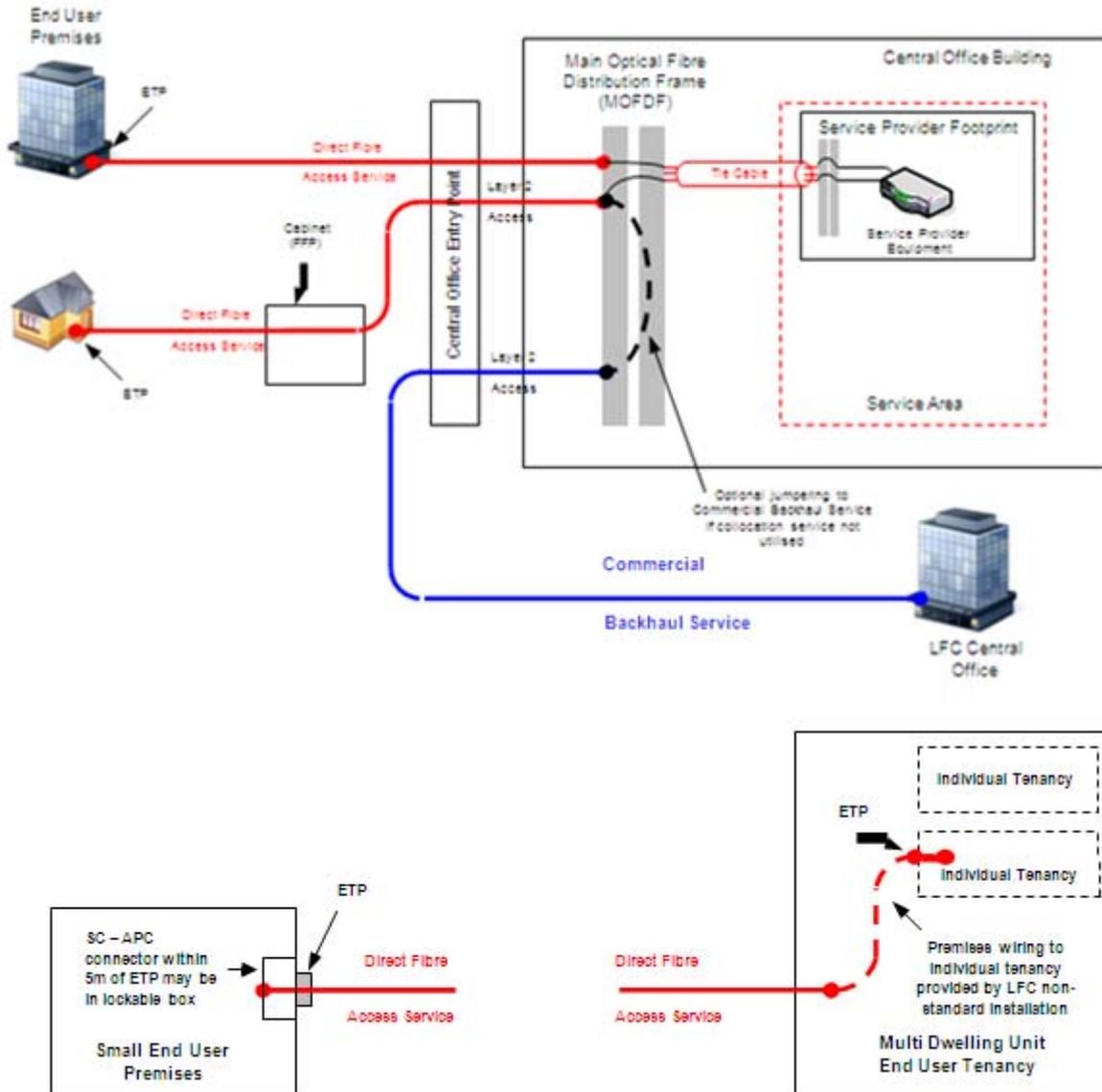
APPENDIX B - ESCALATION PROTOCOL

Rule No.	Escalation Rule	Further Explanation
1	Identify correct escalation path.	Before any issue is escalated, sufficient investigation should be undertaken to ensure that the functional group that will most likely be responsible for resolving the issue has been correctly identified.
2	Attempt to resolve issues at BAU level before escalating them.	Every effort should first be made to resolve an operational issue at the BAU level, i.e. direct communication between the originator and the recipient.
3	First escalation should be via email.	In the first instance an escalation at BAU level should be received via e-mail and clearly labelled as such with the email subject line beginning with 'ESCALATION'. The email should contain the relevant history of the issue, including the escalation history and when applicable the customer name, FSL/circuit numbers and fault/ Service Request or Service Order numbers.
4	Level One and Two escalations shall be peer to peer.	If an operational issue cannot be resolved at the BAU level it must first be raised by the team member with their own team leader/manager. If the team leader/manager agrees that the issue warrants being escalated to the other party they shall contact their peer in the other organisation and endeavour to resolve the issue between them - this would normally be the level one escalation point. Under no circumstance should this step in the escalation path be bypassed unless every reasonable attempt to communicate with their peer in the other organisation has failed. Only then should the level one contact in party A attempt to escalate the issue to the level two contact in party B. Subject to the above, level two escalations should also be peer to peer.
5	A mutually agreed plan of action to resolve an issue shall not be interfered with by other individuals.	If a plan of action to address an escalated issue has been agreed to by both parties then no other individual from either organisation should attempt to interfere with that agreement. If another individual has a concern with an already agreed plan of action they should raise it in the first instance with the person in their own organisation that was party to the original agreement.
6	People who do not follow the above rules will be redirected to the correct point of escalation.	If, as part of an escalation, an individual is contacted by a person from the other company and it is discovered that that person has not followed the protocol described above, then that individual can, at their discretion, respectfully redirect that person to the correct escalation contact person.

APPENDIX C - FORECASTING SPREADSHEET

The forecasting spreadsheet is available online at: www.ultrafast.co.nz.

APPENDIX D - DIAGRAM



This is a generic diagram showing the standard configuration and service demarcation points. It is not intended to represent every situation or detailed physical architecture. The following points should be noted:

- Not all circuits will pass through a cabinet or FFP.
- In buildings without an OFDF the circuit will terminate within 5m of ETP.
- In buildings with an OFDF the demarcation point is the OFDF.
- In MDUs where the LFC has provided Premises fibre cabling the demarcation point is the ETP in an individual tenancy.

The diagram also shows the interconnection of Direct Access Fibre Service and a commercial backhaul service (which is a separate commercial service described elsewhere).

APPENDIX E - OPTICAL FIBRE SPECIFICATION

Technical Specification

Fibre	External fibre must comply with ITU-T specification G.652D. Internal building fibres may comply with ITU-T G.657A but cable must meet appropriate fire regulations i.e. be Flame-Retardant, Non Corrosive, Low Smoke, No Halogen (FRNC/LSNH).
Connector Type	Fibre terminations must be SC/APC type connectors (complying with the IEC 61754-4 standard) or alternatively LC/APC type connectors (complying with the IEC 61754-20 standard) as appropriate.
Optic Path	Laser types and path characteristics expected to be designed to a minimum standard which are contained in the documents IEEE 802.3 Section 5 standard or ITU-T G.984.
Service Demarcation Point	Optical Connector delivered within 5m of ETP or termination on End User OFDF at the Customer premise end Optical Connector delivered to Customer's OFDF at the Local Exchange end or MOFDF.
Fibre Testing	Testing for power loss will be at either 1310 or 1550 nm. The wavelengths of 1625nm and 1650nm are reserved for testing purposes, compliant with ITU-T L.41.

APPENDIX F – CANDIDATE AREAS

POI and CO	Address	TNZ Code
Hamilton West	Caro Street, Hamilton	HTC
Hamilton East	958 Heaphy Terrace, Hamilton	CLE
Tauranga	570 Cameron Rd, Tauranga	TG
Mt Maunganui	18 Ranch Rd, Mt Maunganui	MMN
Wanganui	Cooks St, Wanganui	WG
New Plymouth	92 Liardet Rd, New Plymouth	NU
Tokoroa	Logan St, Tokoroa	TOB
Hawera	Princes St, Hawera	HW

Central Office	Address	TNZ Code
Cambridge	Wilson St, Cambridge	CB
Te Awamutu	Walton St, Te Awamutu	TAW

APPENDIX G - LFC Contact Details

Ultrafast Fibre People and Contact Details

UFF Retailer Sales enquiries Shane Hobson 0800 UFF Sales 0800 833 725	Any enquiries about becoming Retail Service Provider on the UltraFast Fibre network.
UFF Provisioning enquiries UFF Service Desk 0800 UFF MAC 0800 833 622	Enquiries relating to provisioning requests placed with the UFF Service Desk
UFF Operations UFF Network Operations Centre 0800 UFF NOC 0800 833 662	Enquiries about faults or network events