

**[DRAFT] Standard Terms Determination for Chorus’
~~UNBUNDLED COPPER LOCAL LOOP AND~~ Unbundled Copper Low
Frequency Network Backhaul (Telephone Exchange to
Interconnect Point) Service**

Proposed amendments for consultation under s 30R of the Telecommunications Act 2001

Being a standard terms determination that applies to the service described in subpart 1 of Part 2 of Schedule 1 of the Telecommunications Act 2001 as Chorus’s unbundled copper local loop network backhaul (telephone exchange to interconnect point), as supplied for the purposes of providing access to and interconnection with Chorus’ unbundled copper low frequency service

Commented [A1]: The reasons for updating this document are described in “Section 30R reviews of five regulated telecommunications services’ standard terms determinations - Explanatory paper”.
For each meaningful change we have identified the relevant paragraphs in the explanatory paper using square brackets

Commented [A2]: Editing to standalone UCLF Backhaul STD [23.1]

Schedule 4: ~~UCLL AND~~ UCLF Backhaul Operations Manual

Date of determination: 20 October 2010

Updated to incorporate Commerce Commission decisions, amendments, and clarifications through to 15 December 2019

Commented [A3]: Proposed effective date of reviews [17, 18, 24, 25]

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PART 1 - DOCUMENT INFORMATION

1. Introduction

1.1 Purpose	1.1.1	This Operations Manual (Manual) is part of the UCLL and UCLF Backhaul Terms and sets out the operational processes and procedures for supply of the UCLL and UCLF Backhaul Service.
	1.2.1	This Manual should be read in conjunction with the other documents which make up the UCLL and UCLF Backhaul Terms, in particular the UCLL and UCLF Backhaul General Terms.
	1.3.1	This Manual may be changed in accordance with the change mechanism set out in section 9 of the UCLL and UCLF Backhaul General Terms.
1.2 Relationship with the UCLL and UCLF Backhaul Terms	1.3.2	Chorus will make the current version of this Manual available on a secure portal accessible to the Access Seeker.
	1.3.3	Chorus will review this Manual every second year with the first review commencing on the second anniversary of the determination date of the Unbundled Copper Local Loop STD,³ being 7 November 2007 (or earlier if requested by the Access Seeker and an earlier review is agreed by Chorus). The change mechanism (set out in section 9 of the UCLL and UCLF Backhaul General Terms) will apply to any changes proposed by Chorus as a result of any review.
	1.4.1	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 UCLL and UCLF Backhaul General Terms. Otherwise, the definitions set out in the UCLL and UCLF Backhaul General Terms apply.

Commented [A4]: Removal of reference to the UCLL service [21]

2. People and Contact Details

2.1 General	2.1.1	Immediately following the Access Date, the Access Seeker and Chorus 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). In addition to the provided people and contact details, where Chorus details are specified in the body of this Manual, the Access Seeker must use those details.
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³ Commerce Commission Decision 609, *Standard Terms Determination for the designated service Telecom's unbundled copper local loop network*, 7 November 2007.

2.1.2 If for any reason a party is prevented from giving any Notice pursuant to the ~~UCLL and~~ UCLF Backhaul Terms to the relevant person or contact advised by the other party, the same Notice may be given to the other party's principal point of contact. If for any reason the other party's principal point of contact is unavailable or his or her identity and contact details have not been advised, the same Notice may be given by serving it either:

- (a) at the other party's contact address for giving Notice under the ~~UCLL and~~ UCLF Backhaul Terms; or
- (b) personally (if the other party is a natural person); or
- (c) at the other party's registered office (if the other party is incorporated).

2.2 People and Contact Details

<i>Contact and detail required</i>	<i>Purpose</i>
<i>Both parties provide</i> Contact address for giving Notice under the UCLL and UCLF Backhaul Terms. (This must include a street address and a fax number.)	This is the street address and fax number that notices can be sent to under the UCLL and UCLF Backhaul Terms by the other party.
<i>Both parties provide</i> Principal point of contact. (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 UCLL and UCLF Backhaul Service. For Chorus this will usually be the Account Manager for the relevant Access Seeker.
<i>Chorus only provides</i> 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 UCLL and UCLF Backhaul Service to the Access Seeker.
<i>Chorus only provides</i> 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 UCLL and UCLF Backhaul Service to the Access Seeker.
<i>Chorus only provides</i> Email address for submission of Forecasts.	This is the email address to which the Access Seeker must send Forecasts.
<i>Access Seeker only provides</i> Provisioning and Forecasting Manager. (This must include the Provisioning and Forecasting	This is the Access Seeker's counterpart to the Chorus Provisioning Manager.

Manager's email address, mobile and work telephone numbers.)	
<i>Access Seeker only provides</i> Names and email addresses of one or two people to become OO&T and OFM user administrators.	These people will manage the creating and disabling of Access Seeker staff accounts to access the OO&T and OFM websites.
<i>Access Seeker only provides</i> People who are authorised to download eBill files.	These are the people who will be set up with access to a secure web portal from which the Access Seeker's eBills can be viewed and downloaded.
Contact and detail required	Purpose
<i>Access Seeker only provides</i> People who are authorised to download the UCL and UCLF Backhaul Price List file.	These are the people who will be set up with access to a secure web portal where the UCL and UCLF Backhaul Price List file can be viewed and downloaded.
<i>Access Seeker only provides</i> Order confirmation email address.	This is the email address to which Chorus will send confirmation of Orders in cases where the Access Seeker has submitted a provisioning request via email.
<i>Chorus only provides</i> Fault reporting contact details. (This must include an 0800 fault reporting service number.)	These are the contact details the Access Seeker must use for the reporting of faults in instances where Chorus has advised that OFM is unavailable under clause 11.1.6.
<i>Chorus only provides</i> Business continuity email address.	This is the email address to send forms to under clauses 8.5.4 to 8.5.7.
<i>Chorus only provides</i> Billing team email address.	This is the email address to which the Access Seeker will send billing queries under clause 14.2 below.
<i>Access Seeker only provides</i> Name, email address, mobile and work telephone number of person Chorus should respond to for billing queries.	This is the email address to which Chorus will respond in relation to billing queries.
<i>Access Seeker only provides</i> Contact for faults. This must include a name, email address and mobile and work telephone numbers.	This is the contact Chorus will deal with in respect of faults.

Access Seeker only provides
Contact for ~~UCLL and~~ UCLF Backhaul
Performance Reports. (This must
include a name, email address and
mobile and work telephone numbers.)

This is the contact to whom Chorus will
send ~~UCLL and~~ UCLF Backhaul
Performance Reports.

3. Technical Manuals and User Guides

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| 3.1 General | <p>3.1.1 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 Access Seeker and Chorus so that:</p> <ul style="list-style-type: none">(a) uniform standards of best practice are set;(b) the performance of Chorus' Network can be maintained;(c) the health and safety of the Access Seeker's and Chorus' employees, contractors and other agents can be protected;(d) systems are in place for the management of outages, faults and any work the Access Seeker or Chorus need to undertake; and(e) the Access Seeker's and Chorus' employees, contractors and other agents have access to uniform technical instructions. <p>3.1.2 To the extent that this Manual creates any obligation to comply with a technical manual or user guide, the Access Seeker and Chorus must:</p> <ul style="list-style-type: none">(a) apply the technical manual or user guide under the UCLL and UCLF Backhaul Terms in good faith;(b) interpret the technical manual or user guide consistently with the UCLL and UCLF Backhaul Terms; and(c) comply with the technical and/or procedural detail the technical manual or user guide contains. <p>3.1.3 Electronic copies of all the relevant technical manuals and user guides will be made available to the Access Seeker as soon as practicable after the Access Date or following an earlier request from the Access Seeker. A list of technical manuals, user guides and standards referred to in this Manual is attached as Appendix B.</p> |
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4. Good Faith and Dispute Resolution

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| 4.1 General | <p>4.1.1 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 UCLL and UCLF Backhaul Service.</p> |
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- 4.1.2 Any dispute, question or difference (including a dispute, question or difference arising in relation to technical manuals and user guides under section 3 above) that arises between the parties must be dealt with in accordance with the Escalation Protocol in Appendix C. The parties must use all reasonable endeavours to resolve the issue in this way before giving a Dispute Notice under section 36 of the ~~UCLL and~~ UCLF Backhaul General Terms.
- 4.1.3 In some parts this Manual provides that any Dispute in relation to a particular issue will be of a technical, operational or implementational nature which requires significant investigation of factual matters, and therefore, in the event of a Deadlock, must be resolved by an expert determination. However, nothing in this Manual will prevent the Access Seeker or Chorus from seeking any remedies available under the Act.

5. Prerequisites

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| 5.1 Overview | <p>5.1.1 In addition to the commercial prerequisites set out in section 6 of the UCLL and UCLF Backhaul General Terms, the Access Seeker must satisfy the following operational prerequisites in relation to the UCLL and UCLF Backhaul Service. The Access Seeker may, at its option, enter into a non-disclosure agreement with Chorus covering discussions prior to placing an Order for the UCLL and UCLF Backhaul Service (but neither Chorus nor the Access Seeker will be under any obligation to do so).</p> |
| 5.2 Operational | <p>5.2.1 Prior to placing the first Forecast with Chorus, Chorus must have granted the Access Seeker, and the Access Seeker must have verified it has access to, Chorus' operational support systems (OSS) required for the provision of the UCLL and UCLF Backhaul Service Forecasts, namely the secure UCLL and UCLF Backhaul web portal (this is required in order to download soft copies of the Forecasting Spreadsheet)</p> <p>5.2.2 Prior to placing the first Order with Chorus, the Access Seeker must meet the following prerequisites:</p> <ul style="list-style-type: none"> (a) Chorus has granted to the Access Seeker, and the Access Seeker has verified it has access to, OSS required for the provision for the UCLL and UCLF Backhaul Service, including: <ul style="list-style-type: none"> • Chorus' online ordering and tracking system (OO&T); • Chorus' online fault management system (OFM); and (b) the Access Seeker's nominated staff have completed the appropriate training as set out in section 6; and <p>5.2.3 Prior to placing each individual Order with Chorus, the Access Seeker must ensure:</p> |

- (a) at least one Handover Fibre is in place or ordered at the relevant ASNAPOI; and
- (b) the Technical Interface Specification set out in Appendix D is complied with in respect of each connection to the ~~UCLL and~~ UCLF Backhaul Service.

In addition, the Access Seeker must ensure that the prerequisites specified in this clause are complied with on an ongoing basis in respect of each connection to the ~~UCLL and~~ UCLF Backhaul Service while that Access Seeker continues to receive the ~~UCLL and~~ UCLF Backhaul Service.

5.3 Time Estimates

- 5.3.1 Chorus estimates it will take existing and new Access Seekers who seek access to the ~~UCLL and~~ UCLF Backhaul Service about 30 Working Days to complete the prerequisites.

6. Training

6.1 General

- 6.1.1 Chorus will provide reasonable initial set up training.
- 6.1.2 'Reasonable initial set up training' in this context consists of a workshop held at a Chorus location. The workshop will address:
 - (a) overview of forms for forecasting and ordering;
 - (b) overview of forms for fault reporting;
 - (c) basic details of OO&T and OFM (including demonstration of the systems);
 - (d) overview of billing and accounts; and
 - (e) Q&A.
- 6.1.3 The Access Seeker will ensure that a reasonable number of staff (up to a maximum number of 10) attend any training provided.
- 6.1.4 Any additional training required by the Access Seeker beyond reasonable initial set up training will be charged for by Chorus in accordance with the ~~UCLL and~~ UCLF Backhaul Price List.

PART 2 - FORECASTING

7. Access Seeker Forecasting

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| 7.1 Overview | <div style="margin-bottom: 10px;"><p>7.1.1 The Access Seeker must use all reasonable endeavours to provide Chorus with accurate Forecasts of the volumes of its expected Orders as outlined in this section.</p></div> <div><p>7.1.2 Access Seekers must provide Chorus with BAU Forecasts of the volumes of its expected:</p><ul style="list-style-type: none">(a) New Connection Orders;(b) Network Change Orders; <u>and</u>(c) Speed Change Orders; and(d) <u>(c)</u> Relinquishment Orders.</div> |
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Commented [A5]: Removal of reference to the UCLL service [21]

7.2 BAU Forecasts *Definition*

- 7.2.1 BAU Forecasts involve the ongoing normal forecasting of New Connection Orders, Network Change Orders, ~~Speed Change Orders~~ and Relinquishment Orders.

Forecasting Requirements

- 7.2.2 The Access Seeker must each month submit to Chorus a BAU Forecast of its expected volumes of each of the following:
- (a) New Connection Orders;
 - (b) Network Change Orders; and
 - ~~(c) Speed Change Orders; and~~
 - ~~(d)(c)~~ Relinquishment Orders;
- for each Local Exchange and POI Site for each month in the following six month BAU Forecast period. BAU Forecasts are therefore rolling forecasts that are submitted each month.
- 7.2.3 Where an Access Seeker does not expect to place any New Connection Orders, Network Change Orders, ~~Speed Change Orders~~ or Relinquishment Orders in the following six month BAU Forecast period, there is no requirement to submit a BAU Forecast. In that situation the Access Seeker will be deemed to have provided/submitted a BAU Forecast of zero Orders.
- 7.2.4 Each BAU Forecast must be provided at least one month before the start of the six month BAU Forecast period to which it relates. A BAU Forecast must contain all of the information indicated in the relevant worksheet of the Forecasting Spreadsheet including the date it is submitted to Chorus.
- 7.2.5 The BAU Forecasts for a particular month that are submitted:
- (a) three months,
 - (b) two months, and
 - (c) one month,
- before the first day of that particular month will be treated as firm (binding) Forecasts.
- 7.2.6 The BAU Forecasts for a particular month that are submitted:
- (a) six months,
 - (b) five months, and
 - (c) four months,
- before the first day of that particular month will be treated as indicative (non-binding) Forecasts.

7.3 Forecasting Submission

- 7.3.1 Each Forecast will be emailed to the email address as advised by Chorus in accordance with section 2.
- 7.3.2 Each Forecast will be as accurate as possible.
- 7.3.3 The Access Seeker will ensure that each Forecast is received by the dates specified above, as applicable.
- 7.3.4 Chorus may make a reasonable request of the Access Seeker to provide additional information relating to a Forecast already provided. The Access Seeker must prepare the requested information with reasonable care and promptly provide it.

7.4 Underforecast / Overforecast

- 7.4.1 Access Seekers can Forecast any level of BAU Orders that they consider appropriate. The intent of the following provisions is to encourage Access Seekers to ensure that their Forecasts for a particular month are accurate in the three months prior to the month of Order.
- 7.4.2 In this clause (7.4), "All Orders" means together, New Connection Orders, Network Change Orders, ~~Speed Change Orders~~ and Relinquishment Orders.

BAU Underforecast

- 7.4.3 Where the Access Seeker:
 - (a) provides a BAU Forecast relating to any Local Exchange and POI Site for any month; and
 - (b) the actual total volume of All Orders submitted by the Access Seeker for that Local Exchange and POI Site for that month is greater than the total volume of those Orders forecasted for that Local Exchange and POI Site for that month in any of the BAU Forecasts submitted (or deemed submitted) three months, two months or one month before the first day of that month (**Underforecast**)

then there will be no requirement for Chorus to meet the Service Levels to the extent that any failure to meet the Service Levels is attributable to the Underforecast.

BAU Overforecast

- 7.4.4 Where the Access Seeker:
 - (a) provides a BAU Forecast relating to any Local Exchange and POI Site for any month; and
 - (b) the actual total volume of All Orders submitted by the Access Seeker for that Local Exchange and POI Site for that month is less than the total volume of those Orders forecasted for that Local Exchange and POI Site for that month in any of the BAU Forecasts

submitted three months, two months or one month before the first day of that month (**Overforecast**)

then, if requested by Chorus, the Access Seeker will reimburse Chorus for its actual and reasonable Capital Carrying Costs and related administrative costs of equipment (including cards) purchased by Chorus in reliance on the Overforecast but not necessary given the actual Orders. An invoice presented by Chorus will be prima facie evidence of such costs.

7.4.5 Chorus will notify the Access Seeker of:

- (a) any costs claimed by Chorus in respect of any Overforecast; and
- (b) the extent to which Chorus was unable to meet the Service Levels in the SLA as the result of any Underforecast or any excess Orders,

in each case, in accordance with clauses 7.4.3 and 7.4.4. Where requested, Chorus must provide the Access Seeker with such information as may reasonably be required to validate such claims. An invoice presented by Chorus will be prima facie evidence of the Access Seeker's proportion of Costs. Access Seekers may claim a reasonable reduction in these Costs where the reduced actual Order volume is due to Faults, Planned Outages, Unplanned Outages, and Force Majeure Events.

7.4.6 Where the Access Seeker provides a BAU Forecast relating to any Local Exchange and POI Site for any month; and

- (a) Chorus intends to purchase equipment or perform Pre-work in reliance on that BAU Forecast; and
- (b) in the event of an Overforecast, the purchase of that equipment or performance of that Pre-work would be likely to result in the Access Seeker being required to reimburse Chorus in accordance with clause 7.4.4,

then, as soon as reasonably practicable, Chorus will:

- (c) notify the Access Seeker of its intention to purchase equipment or perform Pre-work; and
- (d) provide the Access Seeker with an estimate of:
 - (i) the costs Chorus could reasonably expect to claim in accordance with clause 7.4.4; and
 - (ii) the increased Lead-Times for Orders that Chorus would expect to result if it was required to wait for actual Orders rather acting on the applicable BAU Forecast(s).

- 7.4.7 Where clause 7.4.6 applies, the Access Seeker will:
- (a) accept or reject the proposed purchase of equipment or completion of Pre-work based on the information provided by Chorus in accordance with clause 7.4.6; and
 - (b) notify Chorus of its decision within 3 Working Days from the date that Chorus provides the information in accordance with clause 7.4.6.
- 7.4.8 If the Access Seeker fails to notify Chorus of its decision within 3 Working Days (in accordance with 7.4.7(b)), then Chorus will assume that the Access Seeker accepts the proposed purchase of equipment or performance of Pre-work.
- 7.4.9 Until the Access Seeker has provided at least two consecutive months of monthly BAU Forecasts, Chorus will use all reasonable endeavours to process any Orders but there will be no requirement for Chorus to meet the relevant provisioning Service Levels.

7.5 Early Orders

- 7.5.1 If Chorus identifies infrastructure capacity constraints based on the indicative BAU Forecasts received from all Access Seekers, it may discuss with the relevant Access Seekers the option of placing Orders earlier than indicated in their BAU Forecasts in order to increase the likelihood that such Orders will not be rejected by Chorus due to infrastructure capacity constraints.
- 7.5.2 Where an Access Seeker places an Order earlier than indicated in its BAU Forecasts and agrees a suitable RFS date or dates with Chorus, the Service Levels will apply subject to the agreed RFS date or dates.

7.6 Chorus Equipment Ordering

- 7.6.1 Chorus will base its own orders for equipment to meet Access Seeker Orders on the firm BAU Forecasts received. Chorus will use all reasonable endeavours to ensure equipment is available to meet expected volumes of Orders contained in firm BAU Forecasts. However Chorus will not allocate transmission capacity to an Access Seeker until Orders from that Access Seeker are accepted.

PART 3 - PROVISIONING

8. The OO&T System

8.1 OO&T	Overview
	<p>8.1.1 Subject to the provisions below relating to business continuity all Access Seeker Orders for the UCLL and UCLF Backhaul Service must be placed using OO&T. Any Orders that the Access Seeker attempts to place by other means (for example, by email or by fax) will be invalid and may be disregarded by Chorus. If an Access Seeker does place an invalid Order, Chorus will use all reasonable endeavours to notify the Access Seeker if such Orders have been received.</p>
	<p>8.1.2 OO&T allows the Access Seeker to:</p> <ul style="list-style-type: none"> (a) submit and track the status of Orders; and (b) update existing Orders (up to the time they are accepted).
	Terms of Provision
	<p>8.1.3 OO&T is a Chorus System provided by Chorus in accordance with the UCLL and UCLF Backhaul General Terms and this Manual.</p>
	B2B
	<p>8.1.4 The Access Seeker can choose to directly integrate its systems with OO&T via the OO&T Business to Business Web Services Interface (B2B). If the Access Seeker is interested in B2B it can contact its Account Manager for documentation describing the development required to interact with B2B. A trial agreement must be signed before access to a test site, after which an Integration Access Agreement is required to be executed prior to migrating to a production instance.</p>
8.2 Access to OO&T	Description of OO&T
	<p>8.2.1 OO&T allows the Access Seeker to log on to a secure site for placing and monitoring Orders with Chorus.</p>
	Access for Authorised Personnel
	<p>8.2.2 In accordance with section 2, the Access Seeker will provide Chorus with the names of one or two people to become OO&T user administrators. These people will then manage the creating and disabling of Access Seeker staff accounts to access OO&T.</p>
	<p>8.2.3 On request from the Access Seeker, Chorus will reset, disable or alter the user administrator accounts.</p>

Right to Restrict or Prohibit Use of OO&T

8.2.4 Subject to clause 8.2.5, Chorus may restrict or prohibit access to OO&T if any of the Access Seeker's staff or systems:

- (a) perform malicious or unintentional actions that damage or may potentially damage OO&T; or
- (b) use OO&T in an unauthorised manner or in such a way that causes or may cause material performance issues;

provided that Chorus will restrict or prohibit access to the minimum extent practicable to protect OO&T and any related system.

8.2.5 Chorus must use all reasonable endeavours to provide the Access Seeker with reasonable prior Notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Chorus will give the Access Seeker Notice of the restriction or prohibition as soon as practicable after the event.

8.3 Additional Functionalities or Enhancements to OO&T

8.3.1 Where Chorus creates any additional functionality within OO&T or makes any enhancement to it, Chorus will give Notice to the Access Seeker. The Access Seeker will modify its own provisioning systems and/or operational procedures to the extent required. Chorus must consult with Access Seekers before notifying Access Seekers of any additional functionality or enhancements to OO&T which affect the use of OO&T in relation to the ~~UCLL and~~ UCLF Backhaul Service.

8.3.2 The Access Seeker will utilise the additional functionalities or enhancements to OO&T as notified by Chorus from the date specified in Chorus' Notice (at the latest).

8.3.3 The Access Seeker is responsible for ensuring that its own systems are configured in accordance with its use of OO&T and comply with the requirements in the Chorus Web Services Interface Software Development Kit and the OO&T User Guide.

8.4 Costs

Chorus Costs

8.4.1 Chorus will be solely responsible for Chorus' costs of designing and developing OO&T, including any modifications and enhancements.

Access Seekers' Costs

8.4.2 Access Seekers will be solely responsible for the costs of modifying their systems and processes to interface with OO&T and B2B and for participating in the consultation and implementation process.

OO&T Charges

- 8.4.3 Chorus will charge a monthly licence fee for OO&T as set out in the ~~UCLL and~~ UCLF Backhaul Price List.

8.5 Terms of Use Use of OO&T

- 8.5.1 The Access Seeker must only use OO&T for purposes authorised by Chorus.

Availability

- 8.5.2 Chorus will use all reasonable endeavours to ensure that OO&T is available to Access Seekers 24 hours a day, 7 days a week.
- 8.5.3 Chorus must take all reasonable steps to prevent the introduction of viruses or other destructive features to OO&T, but Chorus does not guarantee that it is free of such viruses or other destructive features.

Business Continuity

- 8.5.4 If Chorus advises the Access Seeker OO&T is unavailable the Access Seeker may submit provisioning requests by emailing the relevant form to Chorus as outlined below.
- 8.5.5 Chorus will make the following business continuity forms available to the Access Seeker:
- New Connection Order form;
 - Network Change Order form;
 - ~~Speed Change Order Form;~~
 - Relinquishment Order form;
 - ~~UCLL and~~ UCLF Backhaul Connection Order form; and
 - Handover Fibre Order form.
- 8.5.6 All business continuity forms submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Access Seeker's name in the email subject line as below:
- ~~[UCLL and~~ UCLF Backhaul Form Name] - [Access Seeker Name] - [Access Seeker reference number]
- 8.5.7 Once completed, business continuity forms must be sent to the business continuity email address advised by Chorus in accordance with section 2.

9. Order Processing

9.1 Tool	9.1.1	Chorus will make available, via a secure portal, a tool to assist the Access Seeker in determining the location and availability of the UCLL and UCLF Backhaul Service.
9.2 Order Types	9.2.1	<p>The following types of Orders may be submitted using the relevant form in OO&T:</p> <ul style="list-style-type: none"> (a) New Connection Order; (b) Network Change Order; (c) Speed Change Order; (d)(c) Relinquishment Order; (e)(d) UCLL and UCLF Backhaul Connection Order; and (f)(e) Handover Fibre Order. <p>These Orders will be processed as outlined below.</p>
9.3 Mandatory Fields	9.3.1	For each Order that is submitted either via OO&T or by email as outlined in clauses 8.5.4 to 8.5.7, the Access Seeker must complete all of the fields on the relevant form that are marked as mandatory.
9.4 Business Hours	9.4.1	For the purpose of determining whether Chorus has met any relevant Service Levels as defined in the SLA for dealing with Orders, any Orders submitted to Chorus outside of Business Hours will be deemed to have been received by Chorus in the first Business Hour of the following Working Day.
9.5 Order Acknowledgement	9.5.1	For each Order that is submitted either via OO&T, or by email as outlined in clauses 8.5.4 to 8.5.7, Chorus will provide the Access Seeker with acknowledgement of receipt of that Order during Business Hours.
9.6 Order Validation	9.6.1	<p>An Order will be deemed invalid and may be rejected by Chorus if:</p> <ul style="list-style-type: none"> (a) it is not submitted in accordance with this Manual; or (b) one or more of the rejection reasons listed in Appendix E apply; or (c) it is otherwise defective.
	9.6.2	Chorus will perform a validation check of each Order that it receives. That validation check will determine whether the Order will be deemed invalid in accordance with clause 9.6.1.

9.6.3 If an Order is rejected, Chorus will advise the Access Seeker of that rejection and provide the Access Seeker with the applicable rejection reason.

9.7 Irregularities

9.7.1 Chorus will waive immaterial irregularities and process Orders where the intention is unambiguous. Examples of such irregularities include:

- (a) use of different conjunctions (eg '&' instead of 'and');
- (b) improper application or omission of apostrophes;
- (c) variations in letter case;
- (d) use of initials instead of first names, or vice versa; and
- (e) names where letters have been accidentally transposed but the meaning is still clear (eg Dominoin = Dominion).

9.8 RFS Date

9.8.1 If an Order is accepted, Chorus will advise the Access Seeker of an expected RFS date.

9.8.2 Chorus will use all reasonable endeavours to meet the notified expected RFS date as provided in clause 9.8.1.

9.8.3 Where Chorus becomes aware that it will be unable to meet the expected RFS date notified under clause 9.8.1, Chorus will advise the Access Seeker of a revised expected RFS date. In that situation the Service Levels in the SLA will continue to apply to the original notified expected RFS date, rather than the revised expected RFS date.

9.9 Cancelling an Order

9.9.1 An Order may be cancelled at any time. Where an Order is cancelled after the RFS date is advised, Chorus may charge an Access Seeker, in accordance with the Charges set out in the ~~UCLL and~~ UCLF Backhaul Price List, for costs it has incurred in processing the Order (including any Truck Roll).

9.10 Updating an Order

9.10.1 The Access Seeker may change an existing Order that has been submitted using OO&T provided that changes to an existing Order by an Access Seeker can only be made within 10 Working Days of the RFS date if Chorus has given its consent in writing to the change and that consent is not unreasonably withheld.

9.10.2 If the Access Seeker changes an existing Order under clause 9.10.1:

- (a) Chorus will notify the Access Seeker of a revised expected RFS date (where applicable to the type of Order involved); and
- (b) all of the relevant Service Levels for that Order, as defined in the SLA, will be restarted and measured as from the revised RFS date.

9.11 Confirmations	9.11.1	Chorus will provide the Access Seeker with confirmation that provisioning of an Order has been completed.
	9.11.2	Order confirmations submitted to the Access Seeker outside of Business Hours will be deemed to have been received by the Access Seeker in the first Business Hour of the following Working Day.
	9.11.3	Order confirmations for the UCLL and UCLF Backhaul Service submitted to the Access Seeker will contain at least the following information: (a) Handover Point ID; and (b) Service Identifier.
9.12 Charges	9.12.1	Charges for all the transactions, processes and services referred to in this section are set out in the UCLL and UCLF Backhaul Price List. Charges may only be made for valid Orders following the validation provided for in clause 9.6.1.
9.13 Time Frames	9.13.1	The end to end time to make the UCLL and UCLF Backhaul Service available to the Access Seeker is an accumulation of the time to complete the prerequisites set out in section 5 and the relevant standard lead times set out in Appendix 4 of the UCLL and UCLF Backhaul Service Level Terms.

PART 4 - PROBLEM MANAGEMENT

10. OFM

10.1 Overview	<p>10.1.1 Chorus has a web-based fault management system - OFM. OFM allows Access Seekers to:</p> <ul style="list-style-type: none"> (a) create a new trouble ticket; (b) retrieve a trouble ticket; (c) update a trouble ticket; and (d) report faults.
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10.2 Terms of Provision	<p>10.2.1 In relation to the UCLL and UCLF Backhaul Service, OFM is a Chorus system provided by Chorus in accordance with the UCLL and UCLF Backhaul General Terms, the UCLL and UCLF Backhaul Service Level Terms and this Manual.</p>
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10.3 Access to OFM *Description of OFM*

- 10.3.1 OFM allows the Access Seeker to log on to a secure site for reporting and monitoring faults with Chorus.

Access for Authorised Personnel

- 10.3.2 In accordance with section 2, the Access Seeker will provide Chorus with the names of one or two people to become OFM user administrators. These people will then manage the creating and disabling of Access Seeker staff accounts to access OFM.

- 10.3.3 On request from the Access Seeker, Chorus will reset, disable or alter the user administrator accounts.

Right to Restrict or Prohibit Use of OFM

- 10.3.4 Subject to the Notice provisions below, Chorus may restrict or prohibit access to OFM if any of the Access Seeker's staff or systems:

- (a) perform malicious or unintentional actions that damage or may potentially damage OFM; or
- (b) use OFM in an unauthorised manner or in such a way that causes or may cause material performance issues;

provided that Chorus will restrict or prohibit access to the minimum extent practicable to protect OFM and any related system.

- 10.3.5 Chorus must use all reasonable endeavours to provide the Access Seeker with reasonable prior Notice of such restrictions or prohibitions.

Where this is not practicable in the circumstances, Chorus will give the Access Seeker notice of the restriction or prohibition as soon as practicable after the event.

10.4 Additional Functionalities or Enhancements to OFM

- 10.4.1 Where Chorus creates any additional functionality within OFM or makes any enhancement to it, Chorus will notify the Access Seeker. The Access Seeker will modify its own fault systems and its own operational procedures to the extent required. Chorus must consult with the Access Seekers before notifying Access Seekers of any additional functionality or enhancements to OFM which affect the use of OFM in relation to the ~~UCLL and~~ UCLF Backhaul Service.
- 10.4.2 The Access Seeker will utilise the additional functionalities or enhancements to OFM as notified by Chorus from the date specified in Chorus' Notice (at the latest).

10.5 Costs

Chorus Costs

- 10.5.1 Chorus will be solely responsible for Chorus' costs of designing and developing OFM, including any modifications and enhancements.

Access Seekers' Costs

- 10.5.2 Access Seekers will be solely responsible for the costs of modifying their processes to work with OFM and modifying their systems to interface with OFM (if applicable).

OFM Charges

- 10.5.3 Chorus will charge a monthly licence fee for OFM as set out in the ~~UCLL and~~ UCLF Backhaul Price List.

10.6 Terms of Use

Use of OFM

- 10.6.1 The Access Seeker must only use OFM for purposes authorised by Chorus.

Availability

- 10.6.2 Chorus will use all reasonable endeavours to ensure that OFM is available to Access Seekers 24 hours, 7 days a week.
- 10.6.3 Chorus must take all reasonable steps to prevent the introduction of viruses or other destructive features to OFM, but Chorus does not guarantee that it is free of such viruses or other destructive features.
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11. Faults

11.1 Faults within the ~~UCLL and~~ UCLF Backhaul Service *Responsibility for faults*

- 11.1.1 Chorus is only responsible for faults that are within Chorus' responsibility, as set out in section 21 of the ~~UCLL and~~ UCLF Backhaul General Terms. If Chorus investigates and no fault is found or no fault for which Chorus is responsible is found, Chorus will charge the Access Seeker the No Fault Found fee as set out in the ~~UCLL and~~ UCLF Backhaul Price List. Where Chorus is responsible for the fault, a No Fault Found fee will be not charged.
- 11.1.2 Chorus is responsible for faults in the OFDF, but in accordance with clauses 12.2.5 and 13.2.12, is not responsible for faults in a ~~UCLL and~~ UCLF Backhaul Connection or Handover Fibre.

Initial Diagnosis by the Access Seeker

- 11.1.3 It is the Access Seeker's responsibility to provide initial fault diagnosis on all faults reported to it by its End Users.
- 11.1.4 The requirements for this initial fault diagnosis are set out in section 22 of the ~~UCLL and~~ UCLF Backhaul General Terms.

Reporting Faults to Chorus

- 11.1.5 Subject to clause 11.1.6 the Access Seeker must use OFM for reporting all faults regarding the ~~UCLL and~~ UCLF Backhaul Service. If the Access Seeker uses any other method to report a fault, the Service Levels as defined in the SLA will not apply to that fault.
- 11.1.6 Chorus must use all reasonable endeavours to advise Access Seekers immediately upon becoming aware that OFM is unavailable. Where Chorus advises the Access Seeker that OFM is unavailable, the Access Seeker must submit fault reports to Chorus by calling the 0800 fault reporting service number provided by Chorus.
- 11.1.7 Once the Access Seeker has provided initial fault diagnosis, complied with section 22 of the ~~UCLL and~~ UCLF Backhaul General Terms and determined that it requires Chorus' assistance to resolve the fault, the following information is required when reporting a fault:
- (a) confirmation that the initial fault diagnosis has been completed;
 - (b) contact name and phone number of the Access Seeker staff member logging the fault;
 - (c) fault type and description;
 - (d) estimated time the fault occurred;

- (e) address and contact details for the site of the fault (where appropriate); and
- (f) any other known relevant information.

11.1.8 If any of the above information is not provided, the Service Levels will not apply.

Hours of Operation

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

11.1.10 Faults that are Chorus' responsibility will be fixed by Chorus representatives during Fault Restoration Hours. If a fault is logged outside of those hours, it is possible Chorus will only start working on the fault as from 7.00am the following day. Extended fault restoration hours apply for emergency faults as provided for in clause 11.1.20.

11.1.11 For the purpose of determining whether Chorus has met any relevant Service Levels for dealing with faults, any faults submitted to Chorus outside of Fault Restoration Hours will be deemed to have been received by Chorus in the first Fault Restoration Hour of the following day.

Fault Report Acknowledgement

11.1.12 When a fault report is received, Chorus will advise the Access Seeker, acknowledging receipt of the fault report.

Fault Tracking

11.1.13 All faults will be logged in OFM and the Access Seeker will be given a fault reference number and an expected fault restoration time. The expected fault restoration time will be provided in accordance with Chorus' fault prioritisation systems.

11.1.14 Chorus will use all reasonable endeavours to meet the notified expected fault restoration time as provided in clause 11.1.13.

11.1.15 Where Chorus has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, Chorus will advise the Access Seeker of a revised fault restoration time. In that situation the Service Levels in the SLA will continue to apply to the originally notified expected fault restoration time, rather than the revised fault restoration time.

11.1.16 The Access Seeker will be able to check the progress of a fault via OFM. The fault reference number is to be used in all communications regarding the fault.

Chorus Contractor Work

- 11.1.17 If Chorus identifies the need to send a faults contractor, Chorus will update OFM.
- 11.1.18 The Access Seeker's helpdesk is responsible for coordinating site access and any required outage window with End Users.

Fault Closure

- 11.1.19 Once the fault has been resolved, Chorus will notify the Access Seeker via OFM (or other means) that the fault has been resolved, confirm the fault reference number and, where possible, provide the cause of the fault and any actions taken to reach resolution.

Emergency and Core Network Faults

- 11.1.20 Emergency and Core Network faults reported to Chorus outside of the hours of operation set out in clause 11.1.10 will be treated on a case by case basis.
- 11.1.21 In the first instance, Chorus will propose a temporary solution. However, in the absence of a viable temporary solution, Chorus may schedule a callout to respond to Core Network faults, or to emergency faults relating to:
- (a) medical emergencies;
 - (b) where the End User provides an essential community service (e.g. police or a doctor's residence); or
 - (c) where there is a mass outage that impacts on 200 or more End Users.

Escalation Protocol

- 11.1.22 The Escalation Protocol is provided in Appendix C.

PART 5 - ~~UCLL AND~~ UCLF BACKHAUL CONNECTIONS AND HANDOVER FIBRES

12. ~~UCLL and~~ UCLF Backhaul Connections

12.1 Overview	<p>12.1.1 Access Seekers who are co-located at Chorus' Exchange will require UCLL and UCLF Backhaul Connections between Access Seeker Footprints and the relevant distribution frame. UCLL and UCLF Backhaul Connections may be supplied either by the Access Seeker or by Chorus, but in either case must meet Chorus' Cable Specification set out in the relevant part of the Technical Interface Specification in Appendix D. Chorus will install UCLL and UCLF Backhaul Connections. Installation and other charges set out in the UCLL and UCLF Backhaul Price List will apply.</p>
12.2 UCLL and UCLF Backhaul Connections	<p><i>Chorus Responsibilities</i></p> <p>12.2.1 Chorus will name all UCLL and UCLF Backhaul Connections and record these in Chorus' system for managing cable inventory.</p> <p>12.2.2 Chorus will identify the route that the UCLL and UCLF Backhaul Connection will take and install any required racking to support the UCLL and UCLF Backhaul Connection.</p> <p>12.2.3 Chorus will supply and record the necessary space on the relevant distribution frame.</p> <p>12.2.4 Chorus is responsible for repair and/or replacement of faulty termination at the relevant distribution frame.</p> <p><i>Access Seeker's Responsibilities</i></p> <p>12.2.5 The Access Seeker will own the UCLL and UCLF Backhaul Connection and be responsible for its maintenance and repair. However, because UCLL and UCLF Backhaul Connections will be located within the Chorus Exchange, the Access Seeker must request Chorus to carry out any maintenance and repair. Where an Access Seeker requests Chorus to carry out any maintenance or repair on a UCLL and UCLF Backhaul Connection, Chorus must do so and the UCLL and UCLF Backhaul Connection Repair Charge set out in the UCLL and UCLF Backhaul Price List will apply.</p> <p>12.2.6 A diagram showing the UCLL and UCLF Backhaul Connection is set out in Appendix A of the UCLL and UCLF Backhaul Service Description.</p>

13. Handover Fibres

13.1 Overview	<p>13.1.1 Access Seekers may require one or more Handover Fibres between:</p> <ul style="list-style-type: none"> (a) the Local Exchange Handover Point and the equipment of the Access Seeker that is remotely located using the UCLFSL Tie Cable Service; or (b) an ASNAPOI Handover Point and the remotely located Access Seeker's equipment used to provide access to and interconnection with the UCLL and UCLF Backhaul Service. <p>13.1.2 A Handover Fibre consists of a cable between:</p> <ul style="list-style-type: none"> (a) the relevant distribution frame at the Local Exchange Handover Point and the equipment of the Access Seeker that is remotely located using the UCLFSL Tie Cable Service; or (b) the relevant distribution frame in the Co-location Service Area at the ASNAPOI and the Access Seeker's remotely located equipment. <p>13.1.3 Access Seekers can place a Handover Fibre Order and Chorus will supply and install a Handover Fibre from the Local Exchange Handover Point or the ASNAPOI Handover Point (as applicable) to Chorus' Exchange Entry Point at the Local Exchange or the ASNAPOI. Alternatively, Access Seekers can supply their own Handover Fibre and Chorus will install it between Chorus' Exchange Entry Point and the Local Exchange Handover Point or ASNAPOI Handover Point (as applicable). The installation and other charges set out in the UCLL and UCLF Backhaul Price List will apply.</p> <p>13.1.4 A diagram showing the Handover Fibre is set out in Appendix A of the UCLL and UCLF Backhaul Service Description.</p>
13.2 Handover Fibre	<p><i>Fibre Standards</i></p> <p>13.2.1 Handover Fibres must meet the relevant part of the Technical Interface Specification set out in Appendix D.</p> <p><i>Chorus Responsibilities</i></p> <p>13.2.2 Chorus will name all Handover Fibres and record these in Chorus' system for managing fibre inventory.</p> <p>13.2.3 The naming convention for Access Seeker Handover Fibres is the Access Seeker ID, '/', Exchange ID and the next sequential number, e.g. TCL/MAB 101.</p>

- 13.2.4 Chorus will identify the route that the Handover Fibre will take within the Exchange (including Chorus ducts and Chorus manholes) and install any required cable racking to support the Handover Fibre.
- 13.2.5 Chorus will install the Handover Fibre between Chorus' Exchange Manhole and the OFDF.
- 13.2.6 For Access Seeker supplied Handover Fibre, a Chorus-specified length of fibre will be received at Chorus' Exchange Manhole. Chorus and the Access Seeker will work together to get fibre from the Access Seeker manhole to Chorus' Exchange Manhole with Chorus performing all work in its Exchange Manhole.
- 13.2.7 Chorus will supply and record the necessary space on the OFDF.
- 13.2.8 Chorus will terminate the Handover Fibre on the OFDF.
- 13.2.9 Chorus is responsible for the repair and/or replacement of faulty termination at the OFDF.
- 13.2.10 Chorus is responsible for any costs incurred if Chorus requires the Access Seeker's Equipment to be relocated.

Access Seeker Responsibilities

- 13.2.11 Where the Access Seeker supplies the Handover Fibre it will deliver its (or a third party's) fibre to the Chorus Exchange Manhole (with Chorus performing all work in its Exchange Manhole).
- 13.2.12 The Access Seeker will own the Handover Fibre. The Access Seeker will be responsible for the Handover Fibre's repair and maintenance. However, in relation to the part of the Handover Fibre located in the Exchange Manhole and between the Exchange Manhole and the OFDF, the Access Seeker must request Chorus to carry out any maintenance and repair. Where an Access Seeker requests Chorus to repair a Handover Fibre, Chorus must do so and the Service Levels and Charges set out in the ~~UCLL and~~ UCLF Backhaul Service Level Terms and ~~UCLL and~~ UCLF Backhaul Price List will apply.
- 13.2.13 The Access Seeker must maintain and be responsible for its own Handover Fibre inventory system. This system must be able to record the following:
 - (a) the termination of each Handover Fibre;
 - (b) the Access Seeker's own assignments or reassignments of Handover Fibre; and
 - (c) changes to Handover Fibre when service has been transferred (e.g. for fault resolution).

Resolution of Inconsistency

- 13.2.14 Where Chorus' records and the Access Seeker's records differ with regard to the status of a Handover Fibre, the Access Seeker must confirm the accuracy of the status of the Handover Fibre in its inventory system.
- 13.2.15 If this does not resolve the difference, the Access Seeker must liaise with Chorus' Service Delivery Manager.
- 13.2.16 After the Handover Fibre is terminated at the OFDF by Chorus, Chorus and the Access Seeker will jointly carry out end to end testing between the OFDF and the Access Seeker's remote equipment location.

13.3 Recording and Data Management

Overview

- 13.3.1 Chorus requires access to certain information to manage delivery of the ~~UCLL~~ and UCLF Backhaul Service and safely manage its Exchanges. The Access Seeker must comply with any reasonable request made by Chorus for information to enable Chorus to keep accurate technical records, including information about:
 - (a) 'as built' records;
 - (b) connections made to the relevant distribution frame (which must be identified and coded for billing information on OSS); and
 - (c) cabling (including assignments/allocations of fibres within cable sheaths, location of cables within the exchange and information regarding sub-ducts).
- 13.3.2 Any information provided to Chorus by the Access Seeker under this clause will be Confidential Information for the purposes of section 31 of the ~~UCLF~~ General Terms.
- 13.3.3 Access Seekers must ensure that information regarding their sub-ducts and cabling is supplied to Chorus for recording. Access Seekers should check subsequent as-built records to ensure accuracy of detail. Chorus requires Access Seekers to mark or label cables/plant in the field.
- 13.3.4 All cables and closures belonging to the Access Seeker must be clearly marked to ensure the owner is correctly identified. Markings must occur at least every 1 metre and must be sufficiently clear to enable ready identification of the cable owner.
- 13.3.5 All fibre closures on Chorus property must have an appropriate laser warning label that complies with IEC 60825-2 (2004) fixed in a prominent position on the outside of the closure.

PART 6 - BILLING

14. Billing

14.1 Invoicing

- 14.1.1 Chorus will invoice the Access Seeker for all charges on the basis specified in the ~~UCLL and~~ UCLF Backhaul Price List. Invoices will be in an electronic bill format (**eBill**). eBill will replace the provision of a paper invoice, except that a printed GST summary will be provided to the Access Seeker. A hard copy paper invoice will be available to Access Seekers at the price set out in the ~~UCLL and~~ UCLF Backhaul Price List.
- 14.1.2 The eBill must include the following information:
- (a) Service Identifier;
 - (b) Fault or Order identifier; and
 - (c) Type of Charge.
- 14.1.3 Chorus will transmit the eBill using a secure web portal. The eBill can be accessed through a web browser. Alternatively, the Access Seeker can arrange with Chorus to write their own scripts and access the eBill through a script platform.
- 14.1.4 In accordance with section 2, the Access Seeker will provide Chorus with the list of people that are authorised to download the eBill file. Chorus will set up access rights for these people on a secure web portal.
- 14.1.5 Chorus will provide the eBill and the printed GST summary to the Access Seeker free of charge.
- 14.1.6 Chorus will maintain one or more separate Access Seeker accounts for services provided to the Access Seeker. Chorus may alter the account structure as it considers appropriate, however, Chorus will consult with the Access Seeker prior to doing so.

14.2 Billing Enquiries

- 14.2.1 If the Access Seeker wishes to raise a billing enquiry, it may do so by emailing the Chorus billing team in the first instance at the billing email address supplied by Chorus under section 2.
- 14.2.2 The email must include the following information:
- (a) a header reading 'Billing Query'; and
 - (b) a completed Billing Enquiry Form.
- 14.2.3 Chorus 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.

- 14.2.4 Additional billing information, over and above that reasonably required to assist Access Seekers in interpreting invoices, will be charged in accordance with the ~~UCLL and~~ UCLF Backhaul Price List. The Access Seeker may require Chorus to provide a quote for any such request for further information.
- 14.2.5 The process set out in clause 14.2 is an informal enquiry process that does not limit the ~~UCLL and~~ UCLF Backhaul General Terms. If the Access Seeker wishes to claim an Invoice Error in an invoice, it must follow the procedure set out in section 15 of the ~~UCLL and~~ UCLF Backhaul General Terms.

PART 7 - OTHER

15. Network Changes

15.1 Network Change Process	Notice of Network Change
	<p>15.1.1 The locations of POI Sites, Parent POI Sites and associated Local Exchanges are determined by Chorus taking into account various factors including:</p> <ul style="list-style-type: none"> (a) network architecture and design requirements including network robustness and logical and physical diversity requirements; (b) the availability of local and national UCLL and UCLF backhaul capacity; (c) the number of data switches required to support the required volume of End User services; and (d) DSLAMs and throughput capacity and the location of the DSLAMs in the network.
	<p>15.1.2 The POI Sites are geographic points around New Zealand chosen to optimise network efficiency. They are the sites Chorus currently has designed as tier 2 nodes in its network architecture. A list of POI Sites is set out in Schedule 5 to the UCLL and UCLF Backhaul General Terms.</p>
	<p>15.1.3 Chorus will make available a list of current POI Sites, Parent POI Sites and their associated Local Exchanges to Access Seekers via a secure web portal. Chorus may, from time to time introduce new POI Sites or Local Exchanges depending on various factors including (but not limited to) the growth of broadband services demand, any increase in broadband coverage and changes in network architecture and design requirements. Chorus will advise Access Seekers of these changes as set out below.</p>
	<p>15.1.4 Chorus will provide Access Seekers and the Commission with at least 12 months' Notice or longer if reasonably practicable, of changes to POI Sites (including new POI Sites or deletion of POI Sites) that may have an effect on the Access Seeker's UCLL and UCLF Backhaul Service. Chorus will also provide Access Seekers and the Commission with at least 12 months' notice or longer if reasonably practicable, of any effect on the Access Seeker's receipt of the UCLL and UCLF Backhaul Service due to any change made to the location of POI Sites.</p>
	<p>15.1.5 Chorus will provide all Access Seekers and the Commission with 12 months' Notice (or less by agreement with Access Seekers affected by the change), of any increase in the geographic availability or coverage of the UCLL and UCLF Backhaul Service. Where there is an increase in geographic availability or coverage of the UCLL and UCLF Backhaul Services, the routes corresponding to new POI Sites will not be available</p>

to the Access Seeker unless the Commission has determined that the Conditions apply in the relevant markets for transmission capacity.

Implementation

- 15.1.6 Chorus will consult with each Access Seeker affected by a network change as described in clauses 15.1.4 and 15.1.5 and will develop an implementation plan for each affected Access Seeker.

APPENDIX A – GLOSSARY

The glossary contains terms that are used in this document and are not defined in the ~~UCLL and~~ UCLF Backhaul General Terms

ASNAPOI	means the Access Seeker's nearest available point of interconnection as described in the UCLL and UCLF Backhaul Service Description
ASNAPOI Handover Point	means the Access Seeker side of the OFDF in the ASNAPOI as described in the UCLL and UCLF Backhaul Service Description.
B2B	means the OO&T Business to Business Web Services Interface that allows Access Seekers to integrate their front end systems with Chorus' ordering and service management systems.
BAU	means business as usual - the ongoing, every day operation of business, processes and systems.
BAU Forecast	is described in clause 7.2.
Business Hours	means 8.00am to 5.00pm on any Working Day (where the first Business Hour in a Working Day is consecutive to the last Business Hour in the preceding Working Day).
Capital Carrying Costs	<p>means the cost to Chorus of carrying equipment purchased in reliance on an Overforecast but not necessary given the actual Orders and measured as:</p> $CCC = r \cdot K_0 + (K_0 - K_t)$ <p>Where:</p> <p>CCC is the capital carrying cost</p> <p>K_0 is the cost of the equipment at the order date (time=0)</p> <p>K_t is the cost of the equipment at the redeployment date (time=t)</p> <p>r is the pre-tax WACC for the period of time t, and $= [1 + (R/(1-T))]^{t/12} - 1$</p> <p>Where:</p> <p>$t$ is the time in months between order and redeployment</p> <p>R is the post-tax WACC (Commission benchmark of 9.5%)</p> <p>T is the company tax rate (currently 30%)</p>
Co-location Service Area	means the space in a Chorus Exchange within which Footprints in the exchange are supplied.
Conditions	means the Conditions as described in the UCLL and UCLF Backhaul Service Description
Core Network	means equipment used to provide a centralised service capability to multiple Customers of Chorus where no physical part of the equipment is dedicated to a single specific Customer.

DSLAM	means Digital Subscriber Line Access Multiplexer which is a device that connects many digital subscriber lines to a network by multiplexing the DSL traffic onto one or more network trunk lines.
eBill	means invoices provided in an electronic format.
Escalation Protocol	means the protocol set out in Appendix C.
Ethernet	means a common communication protocol, defined in international standard IEEE 802.3, that is used to connect multiple devices on the same Layer 2 network.
Exchange ID	means a unique alphanumeric identifier assigned by Chorus to an Exchange.
Fault Restoration Hours	means 7.00am to 7.00pm, seven days a week and 'Fault Restoration Hour' means one hour within this period.
Footprint	means a space in, on or around any Local Exchange that is allocated to the Access Seeker for the installation of the Access Seeker Equipment but excludes any space occupied by the UCLL and UCLF Backhaul Connection.
Forecast	means any or all (as the context requires) of the Forecasts required to be provided by the Access Seeker in this Manual.
Forecasting Template	means the template provided by Chorus with a separate worksheet for each Forecast type.
GigE	means Gigabit Ethernet.
Handover Fibre	means the Handover Fibre that provides physical interconnection with the Access Seeker's Network.
Handover Point ID	means a unique alphanumeric identifier assigned by Chorus to a Handover Point.
Lead-Time	means the time period that it will take Chorus to provision a UCLL and UCLF Backhaul Service. Standard Lead-Times are set out in Appendix 4 of the UCLL and UCLF Backhaul Service Level Terms.
Local Exchange	means the Exchange at which the Access Seeker is being supplied with, or may potentially be supplied with, the UCLF Service.
Local Exchange Handover Point	means the Access Seeker side of the OFDF in the Local Exchange in which the Access Seeker Equipment is either co-located or is remotely located.
MDF	means a main distribution frame, being the place where copper lines from customers are laid out in an array to enable transmission equipment to be connected. <i>[Drafting note: this definition has been included as the term "MDF" is used in the definition of "Tie Cable", which we proposed be added to this Appendix, as discussed below.]</i>
Network Change Order	means an Order where an Access Seeker requests a Relinquishment and New Connection in a coordinated fashion (and includes such an Order where there is a change in an Access Seeker's ASNAPOI). In all cases the Access Seeker will stay the same.
New Connection Order	means an Order for a new UCLL and UCLF Backhaul Service connection.
OFDF	means Chorus' Optical Fibre Distribution Frame.

Order	means any order for the UCLL and UCLF Backhaul Service.
OSS	means Chorus' operational support systems.
Parent POI Site	means, in relation to a Local Exchange, the POI Site to which that Local Exchange is connected for the purposes of routing the UCLL and UCLF Backhaul Service. For the avoidance of doubt the Parent POI Site may sometimes be the same as the ASNAPOI.
POI Site	means a point in Chorus' Network at which the Access Seeker may interconnect for the purposes of the UCLL and UCLF Backhaul Service.
Pre-work	means preliminary work that is performed by Chorus in reliance on BAU Forecasts submitted by Access Seekers.
Relinquishment	means the cessation of a service.
Relinquishment Order	means an order for the cessation of a service.
RFS	means ready for service.
Service Identifier	means a unique alphanumeric identifier assigned by Chorus to a service.
Service Levels	means the Service Levels set out in the UCLL and UCLF Backhaul Service Level Terms.
Service Provider	means a provider of a telecommunication service.
Speed Change Order	means an Order where the Access Seeker requests a change from one transmission capacity of the UCLL and UCLF Backhaul Service to another.
Tie Cable	means a tie cable running from the MDF in the relevant Exchange to a point outside and adjacent to the Chorus Exchange Entry Point.
Truck Roll	means each occurrence on which Chorus physically despatches a field services person to go out and perform Exchange or field work in connection with the UCLL and UCLF Backhaul Service.
UCLL and UCLF Backhaul Connection	means a tie cable from the Access Seeker's Footprint to the Local Exchange Handover Point or the ASNAPOI Handover Point.
UCLL Service	means the unbundled copper local loop network service supplied by Chorus pursuant to the standard terms determination dated 7 November 2007, (Commission Decision 609).
UCLL Tie Cable Service	means the Tie Cable Service as described in the Service Description for Chorus' UCLL Service.

APPENDIX B - LIST OF USER GUIDES, TECHNICAL MANUALS AND STANDARDS

User guides, technical manuals, and standards are now listed at Chorus' website,
www.chorus.co.nz.

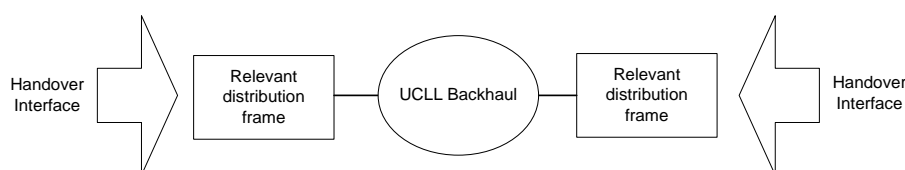
APPENDIX C - ESCALATION PROTOCOL

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, ie direct communication between the originator and the recipient.
3	First escalation should be via e-mail.	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, ASID/circuit numbers and fault/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 D - TECHNICAL INTERFACE SPECIFICATION

Technical Specification for UCLF Backhaul

This appendix describes the technical specifications needed to connect Access Seeker equipment to Chorus' ~~UCLL and~~ UCLF Backhaul Service.



~~UCLL and~~ UCLF Backhaul Connection and Handover Fibre optical fibre specification

Cable Specification

The Handover Fibre interface must comply with the following:

For 1 Gbps rate:

- 1000Base-LX over single mode fibre – 1310nm or 1550nm centre frequency, depending on range;

For 100 Mbps rate:

- 100Base-FX over single mode fibre – 1310nm or 1550nm centre frequency, depending on range;
- Typical ideal receive power level for circuits less than 100km is between -3 dBm and -20 dBm. Where required, optical signal attenuation or amplification is the Access Seeker's responsibility;
- Deployment of ~~UCLL and~~ UCLF backhaul services will require collaboration between Chorus and Access Seeker technical specialists.

Cable Standards

The preferred lead-in cable is the fire-retardant eight fibre mono tube that can be run directly to the relevant distribution frame.

Alternatively an eight fibre building cable can be used but runs off this to outside access joints should be limited to less than 300m.

If more than eight fibres are required then standard outside plant cables can be used, but must not be run more than 10 metres inside a building without being converted to a fire retardant cable.

APPENDIX E - REJECTION REASONS

<i>Reject Code</i>	<i>Description</i>	<i>Explanation</i>
007	Services not covered	The request is for the supply of a service that is not covered by existing contracts/standard terms with the Service Provider/Access Seeker.
010	Wrong order type	The request has been provided using the wrong form.
014	Invalid Account Number	The account information specified is incorrect or does not match the information in Chorus' records.
015	Invalid line or address	The service identifier or address specified on the form is incorrect or does not match the information in Chorus' records.
018	Not capable of providing service	There is insufficient capacity on Chorus' network or equipment/plant is temporarily unavailable.
020	Incomplete information	The form does not contain all of the required information.
021	Corrupt or unreadable	The form is wholly or partially corrupted or unreadable.
023	Other incorrect information	The form contains other information that is incorrect or that does not match the information in Chorus' records.
036	Requested service not present for deactivation	Unable to process this deactivation/relinquishment request as service does not exist/is not on the line
037	Requested service already present	The service which has been requested is already in existence.
038	Outside service area	Service requested is outside of the current service area.
047	Contact details	No site contact or contact details.
099	Not otherwise specified	Rejection does not fit into specific codes above.
[TBA]	Service unsupportable	The line/connection/circuit/network identified is incapable of supporting the service requested.