

Draft Copper Withdrawal Code

The Commission: Dr Stephen Gale
Elisabeth Welson
John Crawford

Date of publication: 20 May 2020



Associated documents

Publication date	Reference	Title
26 November 2018	N/A	Copper Withdrawal Code – Letter requesting views on scope
01 August 2019	ISBN 978-1-869457-13-6	Copper Withdrawal Code – Framework paper for the New Zealand Telecommunications Forum
01 August 2019	ISBN 978-1-869457-15-0	Copper Withdrawal Code Process Update
20 May 2020	ISBN 978-1-869458-20-1	Copper Withdrawal Code: Draft decisions and reasons paper

CONTENTS

ASSOCIATED DOCUMENTS.....	2
INTRODUCTION TO THE COPPER WITHDRAWAL CODE	4
A. COMMENCEMENT DATE	5
B. PURPOSE.....	5
C. DEFINED TERMS	5
D. APPLICATION.....	9
E. REQUIREMENT TO COMPLY WITH MINIMUM REQUIREMENTS	10
F. MINIMUM REQUIREMENTS IN RELATION TO ALL END-USERS THAT CHORUS SEEKS TO STOP SUPPLYING A COPPER SERVICE TO.....	11
F1 REQUIREMENT TO GIVE NOTICE OF PROPOSED WITHDRAWAL OF A COPPER SERVICE	11
F2 REQUIREMENT TO PROVIDE INFORMATION TO END-USERS IN NOTICE.....	14
F3 REQUIREMENT REGARDING HOW CHORUS MUST PROVIDE NOTICE.....	15
F4 REQUIREMENT FOR RETAIL SERVICE PROVIDERS TO PROVIDE CHORUS WITH INFORMATION REGARDING AN END-USER	15
F5 REQUIREMENT TO MAKE INFORMATION PUBLICLY AVAILABLE RELATING TO THE COPPER WITHDRAWAL PROCESS	15
F6 REQUIREMENT FOR COMMISSION 111 CONTACT CODE TO BE IN FORCE.....	16
G. MINIMUM REQUIREMENTS IN RELATION TO END-USERS WHO ORDER A RETAIL FIBRE SERVICE	16
G1 REQUIREMENT FOR CONNECTION TO BE INSTALLED	17
G2 REQUIREMENT FOR SIMILAR FUNCTIONALITY PROVIDED BY FIBRE SERVICE	17
G3 REQUIREMENT REGARDING ANCHOR SERVICES	17
G4 REQUIREMENT TO INFORM END-USER OF OUTCOME.....	18
H. MINIMUM REQUIREMENTS IN RELATION TO END-USERS WHO CHOOSE TO DISCONNECT.....	18
H1 END-USERS WHO CHOOSE TO DISCONNECT DURING THE NOTICE PERIOD	18
H2 REQUIREMENT TO INFORM END-USER OF OUTCOME.....	19
I. MINIMUM REQUIREMENTS IN RELATION TO END-USERS WHO DO NOT RESPOND TO THE NOTICE FROM CHORUS	19
I1 REQUIREMENT TO INFORM END-USER OF OUTCOME.....	20
J. DISPUTE RESOLUTION.....	20
K. REQUIREMENT ON CHORUS TO DISCLOSE INFORMATION	21
L. REQUIREMENT ON CHORUS TO KEEP RECORDS	21
M. AMENDMENT OR REVOCATION OF THE CODE	22

Introduction to the Copper Withdrawal Code

As part of the Government's Ultra-Fast Broadband (UFB) initiative, fibre companies have been deploying fibre networks across New Zealand over the last decade. Most New Zealand homes and businesses already have access to fibre, and the numbers are expected to keep growing. As fibre networks grow, New Zealanders are transitioning away from using Chorus' legacy copper network for their telecommunications services.

In November 2018, the Telecommunications Act 2001 (Act) was amended to reflect this evolution. The amendments to the Act mean that Chorus will be permitted to withdraw its copper-based telecommunications services in areas where fibre is available. Where fibre is not available, Chorus must continue to offer its copper services.

Where Chorus seeks to withdraw a copper service, it must first satisfy the requirements of this Code. The Code sets out minimum consumer protection requirements to ensure that consumers are protected in situations where Chorus seeks to stop supplying copper-based telecommunications services.

The Code is administered by the Commerce Commission. More information about the Code can be found on the Commission website here: <https://comcom.govt.nz/regulated-industries/telecommunications/projects/copper-withdrawal-code>.

A. Commencement date

1. This Code was approved by the Commission under clause 3 of Schedule 2A of the Act on [xxx date] and comes into force on [xxx date].

References: Telecommunications Act 2001, clause 1(2) of Schedule 2A.

B. Purpose

2. The purpose of the Code is ~~to: to protect end-users of certain copper services where Chorus seeks to withdraw those services. It does this by setting out minimum consumer protections requirements that Chorus must comply with before Chorus may withdraw the end-user's copper service, such that the end-user~~

~~2.1 deregulate certain copper services in areas where fibre fixed line access services are available; and~~

~~2.2 provide protections for end-users of certain copper services where Chorus seeks to stop supplying those services through setting out minimum consumer protection requirements to ensure that where Chorus wishes to stop supplying copper service to the end user, the end user:~~

~~2.1.12.2.1~~ understands Chorus' process for withdrawal of the copper service, and how this will affect the end-user;

~~2.1.22.2.2~~ has access to information about the fibre service available with ~~which to make an informed choice about the telecommunications services they can switch to;~~

~~*[Chorus note: Providing information about non-fibre telecommunications services goes beyond the scope of Schedule 2A, and is inappropriate for Chorus as a fibre provider to do this.]*~~

~~2.1.32.2.3~~ has ~~ve~~ reasonable time to prepare for a proposed withdrawal of the copper service; and

~~2.1.42.2.4~~ is able to have a fibre service installed, ~~can receive a connection to a fibre service (if they wish to move to a fibre service),~~ and that the fibre service provides similar functionality to the copper service. ~~_~~

~~*[Chorus note: wording should mirror the wording in the Act.]*~~

References: Telecommunications Act 2001, clause 1(4) of Schedule 2A.

C. Defined terms

3. In this Code, unless the context otherwise requires,—

access seeker	has the meaning given in section 5 of the Act, and includes, for the avoidance of doubt, a retail service provider;
----------------------	---

Act	means Telecommunications Act 2001;
anchor service	has the same meaning as given in section 164(1) of the Act;
Chorus	means Chorus Limited or any subsidiary of, or successor to, that company;
Code	means this copper withdrawal code as amended from time to time and approved under clause 3 of Schedule 2A of the Telecommunications Act;
Commission	means Commerce Commission;
Commission 111 contact code	means the code made by the Commerce Commission under section 238 of the Act, and is available on the Commission's website here: <i>[Drafters note: a web link to the 111 contact code will be provided here when the code is made. The Commission is currently consulting on the 111 contact code. Further information is available here: https://comcom.govt.nz/regulated-industries/telecommunications/projects/commission-111-contact-code];</i>
Confirmation Notice	means: (a) for the purposes of Section G, the notice provided by Chorus in accordance with clauses 4546-4746 ; (b) for the purposes of Section H, the notice provided by Chorus in accordance with clause 51 or clauses 52-53; and (c) (b) for the purposes of Section I, the notice provided by Chorus in accordance with clause 5654 ;
connection to a fibre service	means a physical connection between the end-user's premises and a fibre-to-the-premises access network, and includes the fibre lead-in and the optical network terminal (ONT) at the end-user's premises;
Continuation Notice	means the notice provided by Chorus in accordance with clauses 46-4747-48 ;
copper fixed line access service	has the same meaning as given in the Act;

copper service	has the meaning given in clause 6 of the Code;
customer	means an end-user who has a contract with a telecommunications service provider for the supply of a retail telecommunications service;
end-user	<p>means a person who is <u>is</u> the ultimate recipient of a copper service or of another service the provision of which relies (wholly or partly) on a copper service <u>at a specific premises; and either</u></p> <p><u>(a) has a contract with a telecommunications service provider for the supply of a retail telecommunications service at that premises; or</u></p> <p><u>(b) is an assignee of the person who has a contract with a telecommunications service provider for the supply of a retail telecommunications service at that premises;</u></p>
fibre fixed line access service	has the same meaning as given in section 5 of the Act;
fibre service	<p>means-</p> <p>(a) a fibre fixed line access service; or</p> <p>(b) a telecommunications service provided over a fibre-to-the-premises access network;</p>
fibre-to-the-premises access network	has the same meaning given in section 156AB of the Act;
Final Notice	means the notice provided by Chorus in accordance with clause 16;
First Notice	means the notice provided by Chorus in accordance with clauses 12-14;
Further Notice	means the notice provided by Chorus in accordance with clause 15;
legacy services	Means <u>voice and/or broadband</u> services that rely on functionality provided over <u>a copper network services</u> , and that functionality ;

	<p><u>(a) Uses frequencies above 3400 Hz; or</u></p> <p><u>(b) Uses frequencies in the 300 -3400 Hz voiceband to transmit data except for:</u></p> <p><u>(i) DTMF (in band or RFC2833/RFC4733);</u> <u>(ii) Supervisory tones;</u> <u>(iii) Calling Line Identification;</u> <u>(iv) Message waiting indication; OR</u></p> <p><u>(c) Uses frequencies below 300 Hz, except for:</u></p> <p><u>(i) Ringing;</u> <u>(ii) DC loop call control signals:</u> <u>A. On-hook;</u> <u>B. Off-hook;</u> <u>C. Recall (switch hook flash); or</u></p> <p><u>(d) Uses incidental power provided by:</u></p> <p><u>(i) A distribution cabinet on the copper access network; or</u> <u>(ii) The central exchange office; or</u></p> <p><u>(e) Are not provided over a 2 wire copper circuit.</u></p> <p>(a) is unable to be provided over a fibre service; and</p> <p>(a) is one of the following:</p> <p>a. pulse (decadic) dialling;</p> <p>a. functionality using frequencies outside of the traditional voiceband of the copper service; or</p> <p>a. incidental power provided by:</p> <p>vii. a distribution cabinet on the copper access network; or</p> <p>viii.i. the central exchange office;</p>
local fibre company	has the same meaning given in section 156AB of the Act, and, for the avoidance of doubt, includes Chorus;

minimum requirements	means the requirements in Sections F, G, H and I of this Code;
no cost	for the purposes of clause 354.2, <u>has the meaning set out in section 155ZU of the Act, means no cost to the end user for the installation of the connection to the fibre service,</u> whether the connection is a standard connection or non-standard connection. <u>For the avoidance of doubt, Chorus is not required to provide non-aerial fibre installation at no cost;</u>
notice period	means the period between the date the First Notice is received by an end-user and the proposed date of withdrawal of the copper service;
postal operator	has the same meaning as given in section 2 of the Postal Services Act 1998;
premises	means a house or building, together with its land and outbuildings, that is used or intended for use, by way of occupation by any person, whether permanently or temporarily and whether for residential, business or any other purpose;
property owner	means a person who owns a premises;
proposed date of withdrawal of the copper service	means the date (dd/mm/yyyy) Chorus intends to stop supplying the copper service to the end-user, as specified in a First Notice;
industry dispute resolution scheme	<p><u>m</u>Means:</p> <p><u>(a)</u> -the Telecommunications Dispute Resolution Scheme; <u>or</u></p> <p><u>(b) any other dispute resolution scheme that has been set up by the telecommunications industry and deals with consumer complaints. [Chorus note: this second limb reflects the Act]</u></p> <p><u>[Chorus note: we suggest that this definition is moved so the definitions are in alphabetical order]</u></p>
relevant fibre service provider	<p>means the supplier or suppliers (or intended supplier or suppliers) of a fibre service to an end-user's premises, and:</p> <p>(a) includes a local fibre company; but</p>

	(b) excludes Chorus (except for the purposes of clauses 36 to 40 39 (inclusive));
retail fibre service	Means a telecommunications service that relies in whole or in part on a fibre service;
retail service provider	means an access seeker that supplies a retail telecommunications service to an end-user <u>or a transferee of that access seeker</u> , and that retail telecommunications service is either a copper service or another service the provision of which relies (wholly or partly) on a copper service;
<u>related third party</u>	<p><u>means a person who the end-user has the ability to control, direct, regulate, or, in the case of a legal person, influence the decision-making of.</u></p> <p><i><u>[Chorus note: We have suggested that a third party objection to a fibre install should not be able to prevent copper withdrawal. If the Commission does not accept that, this definition provides that at a minimum, related third parties could not prevent copper withdrawal in this way. But if the Commission does accept our suggestion, then this concept could be moved to sit under the “third party” definition.]</u></i></p>
Specified Fibre Area	means an area that has been declared by the Commission, under section 69AB of the Telecommunications Act, to be a specified fibre area;
standard connection and non-standard connection	have the same meanings given in section 155ZU of the Act, <u>and for the avoidance of doubt, do not include any other method of fibre installation other than aerial installations;</u>
standard terms determination	means a determination prepared by the Commission in accordance with section 30M of the Act;
telecommunications service	has the same meaning as given in section 5 of the Act;
telecommunications service provider	<p>means a supplier or suppliers of a telecommunications service, which, for the avoidance of doubt, includes:</p> <p>(a) an access seeker;</p> <p>(b) a retail service provider; and</p>

	(c) a local fibre company;
temporary disconnection	means a connection that is ceased_ for a limited period of time_ where, at the time the connection was ceased, it was anticipated that the connection would be resumed; <u>the RSP has advised Chorus that the disconnection is temporary , provided that any connection that has ceased for more than 20 Working Days without a reconnection order for the same end user for the relevant premises shall be regarded as permanent.</u>
third-party	means a person other than the end-user, and but excludes, for the avoidance of doubt, an employee or party contracted by the relevant fibre service provider;
UCLL designated access service	means- (a) Chorus’s unbundled copper local loop_network; or (b) Chorus’s unbundled copper local loop_network backhaul; and
Utilities Disputes	means Utilities Disputes Limited or any successor to that company.

D. Application

4. This Code applies where Chorus seeks to stop supplying a copper service by complying with the requirements of the Code in relation to stopping the supply of that copper service.
5. For the purposes of clause 4, for the avoidance of doubt:
 - 5.1 the Code applies to Chorus, relevant fibre service providers, and access seekers; and
 - 5.2 the Code does not apply where the end-user chooses to disconnect the copper service (other than a temporary disconnection) at a point in time before the end-user receives a First Notice in relation to that copper service.
6. ‘Copper service’ means:
 - 6.1 a copper fixed line access service, where:
 - 6.1.1 Chorus is required by a standard terms determination to supply the service to an access seeker;

- 6.1.2 Chorus started supplying the service at a point in time when the end-user's building (or, where relevant, the building's distribution frame) was not located in a Specified Fibre Area; and
 - 6.1.3 as a result of a notice under section 69AB of the Act, the end-user's building (or, where relevant, the building's distribution frame) becomes located within a Specified Fibre Area; or
- 6.2 a UCLL designated access service, where:
- 6.2.1 Chorus is required by a standard terms determination to supply the service to an access seeker;
 - 6.2.2 Chorus started supplying the service at a point in time before 1 January 2020; and
 - 6.2.3 the service was removed from Schedule 1 of the Act by section 13 of the Telecommunications (New Regulatory Framework) Amendment Act 2018.

References: Telecommunications Act 2001, sections 69AC and 69AD.

E. Requirement to comply with minimum requirements

7. Before Chorus is permitted to stop supplying a copper service under sections 69AC or 69AD of the Act it must:
- 7.1 comply with the minimum requirements in Section F;
 - 7.2 if the end-user places an order with a retail service provider for a retail fibre service during the notice period, comply with the minimum requirements in Section G;
 - 7.3 if, during the notice period, the end-user chooses to disconnect their copper service, comply with the minimum requirements in Section H; and
 - 7.4 if, during the notice period, the end-user has neither placed an order with a retail service provider for a retail fibre service ~~or nor~~ chosen to have their copper service disconnected, comply with the minimum requirements in Section I.

References: Telecommunications Act 2001, clause 1(3) of Schedule 2A.

F. Minimum requirements in relation to all end-users that Chorus seeks to stop supplying a copper service to

8. The minimum requirements in this section apply in relation to all end-users that Chorus seeks to stop supplying a copper service to by complying with the requirements of the Code.

F1 Requirement to give notice of proposed withdrawal of a copper service

9. Chorus must give an end-user, an end-user's retail service provider, and the relevant fibre service provider reasonable notice of the proposed withdrawal of a copper service.

10. ~~[For the purposes of clause 9, if the end-user is not the property owner of the premises where the copper service is being supplied to, Chorus is deemed to have provided notice to the property owner as soon as it has given notice to the end-user at that premises. Chorus must also give the property owner of that premises reasonable notice of the proposed withdrawal of the copper service.~~

~~*[Chorus note: we have suggested that notice to property owners should not be required. This entire clause can be deleted, and all references to "property owners" stripped out, if that suggestion is adopted].*~~

Notice to end-users

- ~~10.11.~~ For the purposes of clause 9, Chorus will be deemed to have given reasonable notice to the end-user, if it has complied with clauses 12 to 16.

First Notice

- ~~11.12.~~ No later than six months before the proposed date of withdrawal of a copper service to an end-user, Chorus must deliver to the end-user ~~the end-user must receive a notice from Chorus~~ that:

~~11.12.1~~ contains the information listed in clause ~~26~~23; and

~~12.2~~ was provided in accordance with clauses ~~247-285~~.

~~*[Chorus note: In some limited circumstances, we have suggested that a shorter timeframe than six months will be appropriate; if adopted, this clause would need to cover that off].*~~

- ~~12.13.~~ Where Chorus has been unable to satisfy the applicable minimum requirements in relation to an end-user, and is therefore not permitted to stop supplying the copper service, it may send a further First Notice to that end-user in accordance with clause 12.

- ~~13.14.~~ For the purposes of clause 13, Chorus must not provide more than one First Notice to an end-user per calendar year.

Further Notice

~~14.15.~~ ~~At No later than~~ three months before the proposed date of withdrawal of a copper service to an end-user, unless a Confirmation Notice or a Continuation Notice has been provided to that end-user for that copper service, Chorus must deliver to the end-user a notice the end-user must receive a notice from Chorus that:

~~14.15.1~~ contains the information listed in clause ~~2623~~; and

~~14.215.2~~ was provided in accordance with clauses ~~247-285~~.

Final Notice

~~15.16.~~ ~~At No later than~~ 20 working days before the proposed date of withdrawal of a copper service to an end-user, unless a Confirmation Notice or a Continuation Notice has been provided to that end-user for that copper service, the Chorus must deliver to the end-user a notice end-user must receive a notice from Chorus that:

~~15.16.1~~ contains the information listed in clause ~~2623~~; and

~~16.2~~ was provided in accordance with clauses ~~2724-285~~.

Notice to relevant fibre service provider

~~16.17.~~ For the purposes of clause 9, Chorus will be deemed to have given reasonable notice to the relevant fibre service provider if it complies with clauses ~~18 and 20~~.

~~17.18.~~ No later than one month before the end-user receives a First Notice from Chorus, Chorus must deliver to the relevant fibre service provider -a notice end-user a notice the relevant fibre service provider must receive a notice from Chorus that:

~~17.18.1~~ specifies the premises Chorus intends to provide the First Notice to;

~~17.218.2~~ specifies the proposed date of withdrawal of the copper service; and

~~17.318.3~~ was provided in accordance with clauses ~~2926 and 27~~.

~~Chorus must, at the same time that it provides a Confirmation Notice or Continuation Notice to an end-user, provide a copy of that Confirmation Notice or Continuation Notice to the relevant fibre service provider.~~

~~18A~~ Within 20 working days of Chorus delivering the notice under clause 18, the relevant fibre service provider must confirm that it is able to meet the following minimum requirements in Schedule 2A of the Act (in respect of a particular premises to which Chorus wishes to stop supplying a copper service):

~~18A.1~~ installation within a reasonable timeframe (clause 1(3)(a)(ii));

~~18A.2~~ required functionality must be available to the end-user (clause 1(3)(c)); and

18A.3 anchor services or equivalent are available if declared (clause 1(3)(f)).

Notice to retail service providers

19. For the purposes of clause 9, Chorus will be deemed to have given reasonable notice to the retail service provider if it complies with clauses ~~22-20, 26~~ and ~~24~~27.
20. At the same time that Chorus ~~posts-delivers~~ a First Notice to an end-user in accordance with clause ~~24~~1, it must also provide a notice to that end-user's retail service provider that:
- 20.1 specifies the premises Chorus intends to provide the First Notice to;
- 20.2 specifies the proposed date of withdrawal of the copper service; and
- ~~20.3~~ 20.3 was provided in accordance with clauses ~~29~~26 and 27.
- ~~21. For the purposes of clause 22, Chorus may provide a notice to the retail service provider that relates to more than one end-user if that notice:~~
- ~~22.0 specifies each premises Chorus intends to provide the First Notice to;~~
- ~~23.0 specifies the proposed date of withdrawal of the copper service that applies to each of those premises; and~~
- ~~24.0 is provided to the retail service provider at the same time that Chorus posts the First Notice to the end-users.~~
21. Chorus must, at the same time that it provides a ~~Confirmation Notice or~~ Continuation Notice to an end-user, provide a copy of that ~~Confirmation Notice or~~ Continuation Notice to the retail service provider to whom notice was given under clause ~~22~~20.

Notice to property owners

22. [ALTERNATIVE] For the purposes of clause 10, Chorus will be deemed to have given reasonable notice to the property owner, if at the same time that Chorus delivers a First Notice, Continuation Notice or Confirmation Notice to the end-user, it also delivers a copy of that Notice to the property owner.

[Chorus note: we have suggested that notice to property owners should not be required. This alternative drafting is only required if that is not accepted.]

~~24.:~~

- ~~24. at the same time that Chorus posts a First Notice to the end-user, it also posts a copy of that First Notice to the property owner;~~

~~25. at the same time that Chorus posts a Confirmation Notice to the end-user, it also posts a copy of that Confirmation Notice to the property owner; and~~

~~25. at the same time that Chorus posts a Continuation Notice to the end-user, it also posts a copy of that Continuation Notice to the property owner.~~

References: Telecommunications Act 2001, clause 1(3)(d) and (e) of Schedule 2A.

F2 Requirement to provide information to end-users in notice

~~26.23.~~ For the purposes of clauses 12.1, 15.1 and 16.1, a notice provided by Chorus must contain the following information in an easily discernible manner:

~~26.123.1~~ notice of the proposed date of withdrawal of the copper service;

~~26.2 an overview of the copper withdrawal regime, including the circumstances in which Chorus may stop supplying a copper service;~~

~~26.3 an overview of the Code and its purpose (as specified in clause 2);~~

~~26.423.2~~ an outline of the copper withdrawal process for the end-user, including, where applicable, the provision and timing of a Further Notice and Final Notice;

~~26.5 an explanation of the choices available to the end-user and what the outcome will be for the end-user of taking each choice including;~~

~~26.6.0 switching to a fibre service;~~

~~26.7.0 switching to a retail telecommunications service other than a fibre service;~~

~~26.8.0 terminating their copper service without switching to another retail telecommunications service;~~

~~26.9.0 moving out of the premises that the copper service was being supplied in relation to; and~~

~~26.10.0 not choosing any of the above options;~~

~~26.1123.3~~ how to order a fibre service;

~~26.1223.4~~ information on the process for installing a connection to a fibre service, including information regarding the requirement under the Code for a connection to be installed and the limitations on this requirement (as set out in clause ~~3736~~);

~~26.1323.5~~ if Chorus provides fibre services in the area where the end-user's premises is located in, information about the fibre services available to the end-user;

~~26.14~~23.6 information about the need to make alternative arrangements, such as battery backup, to maintain the fibre service in the event of a power failure. This includes information on the Commission 111 contact code;

~~26.15~~ information on legacy services and functionality that is not available over a fibre service and advice for end-users using these services (this includes, for example, that equipment such as fax machines and medical alarms may not work with fibre services); and

~~26.16~~23.7 how an end-user may make a complaint in relation to a matter arising under the Code, including that:

~~26.16.1~~23.7.1 a dispute between an end-user and a telecommunications service provider about their rights and obligations under the Code may be referred to the industry dispute resolution scheme by any parties to the dispute;

~~26.16.2~~23.7.2 that an end-user may take an enforcement action to the High Court under section 156BA of the Act; and

~~26.16.3~~23.7.3 an end-user may, at any time, make a complaint to the Commerce Commission regarding the provider's compliance with the Code.

References: Telecommunications Act 2001, clause 1(3)(b) and (4) of Schedule 2A.

F3 Requirement regarding how Chorus must provide notice

~~24.~~ Unless clause 50.2.1 applies, a Any notice that Chorus is required to ~~provide to~~ deliver to an end-user or a property owner under this Code ~~must~~ may be delivered:

~~24.1~~ , at a minimum, by a postal operator by mail by depositing the notice with a postal operator to post to the relevant postal address; or

~~24.2~~ by emailing the notice to the email addresses of the end-user or the property owner. ; or

~~24.3~~ by physical letter-drop to the affected premises (i.e. not necessarily addressed to the end-user).

~~Chorus is deemed to have delivered a notice where it has taken any one or both of the steps above, regardless of receipt by the end-user or property owner. ;~~

~~25.~~ [For the purposes of clause 24.27, where Chorus provides a notice to an end-user at a premises (other than a premises that contains multiple dwellings or businesses), that notice will be taken to be received by all end-users at that premises.]

[Chorus note: This clause can be removed if our proposed changes to the definition of "end-user" are adopted.]

26. For the purposes of clause 18, Chorus may provide a notice to the retail service providers and relevant fibre service providers that relates to more than one end-user if that notice:

26.1 specifies each premises Chorus intends to provide the First Notice to;

26.2 specifies the proposed date of withdrawal of the copper service that applies to each of those premises; and

26.3 is provided to the retail service provider or relevant fibre service provider no later than one month before the end-users receive the First Notice from Chorus.

27. Any notice that Chorus is required to provide to a retail service provider or a relevant fibre service provider under this Code must be provided in an easily discernible manner and form.

References: Telecommunications Act 2001, clause 1(3)(b) and (4) of Schedule 2A.

F4 Requirement for retail service providers to provide Chorus with information regarding an end-user

28. For the purposes of assisting Chorus in satisfying the requirement in clause 9 to give reasonable notice to an end-user, a retail service provider must, upon a request made by Chorus and upon a request made by Chorus within a reasonable timeframe:

28.1 provide Chorus with the following information in relation to that an end-user of that retail service provider, in any case no later than 20 working days following a request:

28.1.1 name;

28.1.2 billing contact name (where different)

28.1.3 physical address where service to be withdrawn;

28.1.4 contact address (if different – e.g. PO Box or via email);

28.1.5 contact phone number;

28.1.6 contact email address;

28.1.7 the end-user-facing trading name of the RSP (the name the end-user would recognise as their RSP);

28.1.8 the copper product name that the end-user purchases; and

28.1.9 any other reasonable request in order to enable us to fulfil our obligations under the Code; and,

~~and in any case no later than 20 working days for the purposes of assisting Chorus in satisfying the requirement in clause 9 to give reasonable notice to that end-user and~~

~~28.2 inform Chorus of any changes to information in relation to that an end-user that the retail service provider is aware of.-~~

~~Chorus is entitled to rely on the information provided by a retail service provider under this clause 3028, such that if the. Any error in the information is incorrect Chorus is not will not prevent Chorus prevented from proceeding with the copper withdrawal process as a result of such error and Chorus shall be entitled to proceed as if the information was correct.~~

29. A retail service provider must not:

- (a) use or disclose a request from Chorus under clause 3028 (except in order to provide the relevant information sought by Chorus); or
- (b) inform an end-user about Chorus' intention to stop supplying a copper service until the retail service provider has received notification of the First Notice to the end-user under clause 20 2221.

For the avoidance of doubt this clause shall not prevent a retail service provider from carrying on business as usual marketing activity.

References: Telecommunications Act 2001, clause 1(4) of Schedule 2A.

F5 Requirement to make information publicly available relating to the copper withdrawal process

~~28.30.~~ Chorus must make the following information publicly available in an easily discernible manner:

~~28.430.1~~ an overview of the copper withdrawal regime, including the circumstances in which Chorus may stop supplying a copper service;

~~28.230.2~~ an overview of the Code and its purpose (as specified in clause 2);

~~28.330.3~~ information on how to order a fibre service;

~~28.430.4~~ information on the process for installing a connection to a fibre service, including information regarding the requirement under the Code for a connection to be installed and the limitations on this requirement (as set out in clause 36);

~~28.530.5~~ information about the need to make alternative arrangements, such as battery backup, to maintain the fibre service in the event of a power failure. This includes information on the Commission 111 contact code; and

~~28.6~~30.6 information on legacy services and functionality that is not available over a fibre service and advice for end-users using these services (this includes, for example, that equipment such as fax machines and medical alarms may not work with fibre services).

~~29.31.~~ For the purposes of clause ~~31.30~~, 'publicly available' means that:

~~29.1.31.1~~ the information listed in clause ~~31.30~~ is, at all times:

~~29.1.1.31.1.1~~ made easily accessible on Chorus' website; and

~~29.1.2.31.1.2~~ where appropriate and reasonable, made available through other avenues~~customer service representatives over the phone~~; and

~~31.2~~ Chorus must make reasonable efforts to draw end-users' attention to the information listed in clause ~~31.30~~ ~~(eg, through advertising)~~.

References: Telecommunications Act 2001, clause 1(4) of Schedule 2A.

F6 Requirement for Commission 111 contact code to be in force

~~30.32.~~ A Commission 111 contact code must be in force on the date that is Chorus's proposed date of withdrawal of the copper service.

References: Telecommunications Act 2001, clause 1(3)(g) of Schedule 2A.

G. Minimum requirements in relation to end-users who order a retail fibre service

~~31.33.~~ The minimum requirements in this section apply in relation to end-users who:

~~31.1.33.1~~ Chorus has provided a First Notice to; and

~~31.2.33.2~~ during the notice period, have placed an order with a retail service provider for a retail fibre service.

G1 Requirement for connection to be installed

~~32.34.~~ If, at any time after an end-user receives a First Notice, the end-user places an order with a retail service provider for a connection to a fibre service to be installed, the end-user must have a connection to a fibre service installed:

~~32.1.34.1~~ in within a reasonable timeframe but, in any event, before Chorus stops supplying the copper service (even if later than the expiry of the notice period) (subject to an allowable break for technical or practical reasons between the supply of the copper service and the connection to the fibre service in accordance with best industry practice); and

34.2 at no cost to the end-user in the case of a standard connection or non-standard connection.

For the avoidance of doubt, the notice period is deemed to be extended until the date the installation is completed for the purposes of clause 54.

[Chorus note: to ensure consistency with the legislative requirement, the words “must have a connection to a fibre service installed” in clause 34 must be read in light of our comments around when the minimum requirements are met but we are otherwise prevented from withdrawal].

35. For the purposes of clauses 34, when a retail service provider receives an order from an end-user for a retail fibre service:

35.1 the retail service provider must notify Chorus of, and action the order, as soon as possible to enable Chorus to meet its minimum requirements; and

35.2 Chorus is only considered to have been notified of the order after it receives this information from the retail service provider.

36. The requirement in clause ~~35~~ 34 does not need to be satisfied if:

36.1 the end-user fails to co-operate with the process to have a connection to a fibre service installed; and

36.2 all reasonable efforts have been made by the relevant fibre service provider to install a connection to a fibre service for the end-user.

37. A connection to a fibre service will be deemed to be installed for an end-user at the point in time the relevant fibre service provider or Chorus (as the case may be) determines that the end-user’s retail service provider of the fibre service and Chorus (if the relevant fibre service provider is not Chorus) have been advised by the relevant fibre service provider that the end-user has acknowledged the installation of the connection to the fibre service is complete, in accordance with standard business processes for such determination.

38. For the purposes of clause ~~36~~ 36.2, ‘all reasonable efforts’ means that the relevant fibre service provider must:

38.1 have made at least three attempts to confirm an appointment with the end-user to fulfil that end-user’s request to have a fibre connection installed (including at least one visit to the end-user’s premises); and

38.2 after satisfying the requirement in clause 38.1, have informed the end-user’s retail service provider of the lack of response from the end-user and that the order for a connection to a fibre service has therefore been cancelled.

39. Clause 34 does not need to be satisfied in circumstances where the connection to the fibre service has not been installed due to the acts or omissions of a third-party (including a third-party dispute regarding access to a premises).

[ALTERNATIVE] For the purposes of cl 36.1, the end-user will have failed to co-operate if they have not exercised all legal rights to facilitate fibre installation.

[Chorus note: We have suggested that withdrawal should not be prevented simply because a third party objection is holding up a fibre installation. If that is not adopted, then at a minimum, related third parties (for which we have proposed a definition) should not be able to prevent withdrawal. The drafting would need updating in either case. It would also need to cover not just the above alternative drafting, but also that withdrawal should be possible where there is a third party objection but the end-user can access an alternate telecommunications service.]

36.40. ~~For the avoidance of doubt:~~

For the purposes of clause ~~38~~6.2, ~~where the relevant fibre service provider is not Chorus,~~ the relevant fibre service provider must inform Chorus ~~that they have~~ that it has used all reasonable efforts to install a connection to a fibre service for the ~~at~~ end-user; and

~~clause 38.2 does not apply in circumstances where the connection to the fibre service has not been installed due to the acts or omissions of a third party (including a third-party dispute regarding access to a premises).~~

References: Telecommunications Act 2001, clause 1(3)(a) of Schedule 2A.

G2 Requirement for similar functionality provided by fibre service

37.41. It is a minimum requirement that the functionality available to an end-user over a fibre service includes:

37.141.1 a voice service; and

37.241.2 a broadband service.

38.42. The requirement in clause ~~41~~10 does not apply to legacy services.

References: Telecommunications Act 2001, clause 1(3)(c) of Schedule 2A.

G3 Requirement regarding anchor services

39.43. If an anchor service is declared under section 227 of the Act, the anchor service (or a commercial equivalent) must be available at the end-user's premises.

40.44. For the purposes of clause ~~43~~2, 'commercial equivalent' includes, but is not limited to, a service (not provided by Chorus) that is substantively similar or better in terms of both the price cap set for the anchor service and the minimum non-price terms (eg, download and upload speeds) to an anchor service.

References: Telecommunications Act 2001, clause 1(3)(f) of Schedule 2A.

G4 Requirement to inform end-user of outcome

Confirmation Notice

~~41.45.~~ Chorus must provide the notice described in clause ~~465~~ if, but for this requirement, it has satisfied all of the minimum requirements in Sections F and G.

~~42.46.~~ No later than one month after Chorus has satisfied all of the minimum requirements in Sections F and G, the end-user must receive a notice from Chorus that confirms Chorus is no longer required to supply the copper service to the end-user and the reason(s) why.

Continuation Notice

~~43.47.~~ Chorus must provide the notice described in clause ~~478~~ in circumstances where Chorus has failed to satisfy the minimum requirements in Sections F and G of this Code, or has determined to continue supplying the copper service.

~~44.48.~~ No later than one month after the expiry of the notice period, the end-user of the copper service must receive a notice from Chorus that confirms Chorus ~~is not permitted to will continue stop~~ supplying the copper service to that end-user.

H. Minimum requirements in relation to end-users who choose to disconnect

~~45.49.~~ The minimum requirements in this section apply in relation to end-users who:

~~45.149.1~~ Chorus has provided a First Notice to; and

~~45.249.2~~ during the notice period, have chosen to disconnect the copper service being supplied to the end-user's premises.

H1 End-users who choose to disconnect during the notice period

[Chorus note: it is unclear what the purpose of this notice is. End users who disconnect will have received a first notice, so they have had all this information. If they choose to disconnect, it is unclear why they need to receive more information.]

~~46.~~ ~~Chorus must provide the notice described in clauses ~~531-553~~ to any end-user who chooses to disconnect the copper service being supplied to the end-user's premises at a point in time during the notice period.~~

~~47.50.~~ ~~An~~ For the purposes of this section, an end-user will have chosen to disconnect a copper service if:

~~47.150.1~~ the copper service was (wholly or partly) an input into a retail telecommunications service supplied to the end-user;

~~47.2~~50.2 one of the following has occurred:

~~47.2.1~~50.2.1 the end-user has moved out of the premises where that copper service was being supplied in relation to;

~~47.2.2~~50.2.2 Chorus has received a request from an end-user's retail service provider to cease that copper service, and that request was on the basis that the retail telecommunications service has been permanently terminated by the end-user as a result of one of the following:

(a) the end-user ceasing the retail telecommunication service (other than a temporary disconnection), without switching to another retail telecommunications service; or

(b) the end-user ceasing the retail telecommunications service (other than a temporary disconnection) as a result of switching to a new retail telecommunications service (other than a fibre service) and the new service does not (wholly or partly) use a copper service as an input.

~~48.51. For the purposes of cl 52.2.2, When a retail service provider becomes aware of a disconnection request by an end-user from a copper service:~~

~~51.1 the retail service provider must notify Chorus of, and action, the disconnection as soon as possible; and~~

~~48.151.2 Chorus is only considered to have been notified of the order after it receives this information from the retail service provider.~~

~~H2 Requirement to inform end-user of outcome~~

~~Confirmation Notice~~

~~48. Unless clause 52.2.10.2.1 applies, no later than one month after Chorus has received a request from the end user's retail service provider to cease the copper service, the end-user must receive a notice from Chorus that confirms Chorus is no longer required to supply the copper service to the end-user.~~

~~48. Where clause 502.2.1 applies, Chorus must make all reasonable efforts to provide the end user with a notice that confirms Chorus is no longer required to supply the copper service to the end user and the reason(s) why.~~

~~48. For the purposes of clause 525, Chorus may provide the notice in any manner and form that Chorus considers is appropriate.~~

I. Minimum requirements in relation to end-users who do not respond to the notice from Chorus

~~49.52.~~ The minimum requirements in this section apply in relation to end-users who:

~~49.152.1~~ Chorus has provided a First Notice to; and

~~49.252.2~~ during the notice period, have neither placed an order with a retail service provider for a retail fibre service ~~or nor~~ chosen to have their copper service disconnected (as described in clause 50).

~~50.53.~~ Chorus must provide the notice described in clause ~~564~~ to any end-user that, during the notice period, has:

~~50.153.1~~ not placed an order with a retail service provider for a retail fibre service; and

~~50.253.2~~ not chosen to have their copper service disconnected (as described in clause 50).

I1 Requirement to inform end-user of outcome

Confirmation Notice

~~51.54.~~ No later than one month after the expiry of the notice period, the end-user must receive a notice from Chorus that confirms Chorus is no longer required to supply the copper service to the end-user and the reason(s) why.

J. Dispute resolution

~~52.55.~~ Subject to clause ~~61.4.460.4~~, a dispute between an end-user and a telecommunications service provider about their rights and obligations under the Code (**Code dispute**) may be referred to the industry dispute resolution scheme by any parties to the dispute.

~~53.56.~~ If a dispute is referred to the industry dispute resolution scheme, each party to the dispute must comply with the rules of the industry dispute resolution scheme.

~~57.~~ A determination made under the rules of the scheme in relation to a dispute is binding on each party to the dispute.

~~58.~~ For the avoidance of doubt, Chorus may be joined as a party to any Code dispute, and accordingly it will be bound by a determination made under the rules of the industry dispute resolution scheme and shall pay (if so determined) the dispute fee, but shall not have any other obligations of membership of the industry dispute resolution scheme (unless it and the members of the scheme agree otherwise).

~~54.59.~~ If, during the notice period, a dispute is referred to the industry dispute resolution scheme or Utilities Disputes (in connection with the installation of a connection to a fibre service under the Code) or an end-user takes an enforcement action under section 156BA of the Act, the notice period is paused until the dispute is resolved (eg, a determination by the industry dispute resolution scheme is made, or an order is made by the High Court).

~~55.60.~~ For the avoidance of doubt:

~~55.160.1~~ for the purposes of clause ~~557~~, only a ~~customer-end-user~~ or a telecommunications service provider may refer a dispute under the Code to the industry dispute resolution scheme;

~~55.260.2~~ a dispute under the Code may be referred to the industry dispute resolution scheme at any time after the dispute arises;

~~55.360.3~~ nothing in this section precludes an end-user from taking an enforcement action under section 156BA of the Act;

~~55.460.4~~ if an end-user takes an enforcement action under section 156BA of the Act in relation to a matter:

~~55.4.160.4.1~~ a dispute on that same matter may not be referred to the industry dispute resolution scheme; and

~~55.4.260.4.2~~ if a dispute on that same matter was referred to the industry dispute resolution scheme before the end-user took the enforcement action under section 156BA of the Act, that dispute must be dismissed by the industry dispute resolution scheme ~~and~~

References: Telecommunications Act 2001, section 156BA and clause 1(4) of Schedule 2A.

K. Requirement on Chorus to disclose information

~~56.61.~~ No later than 1 month after the end of each financial year, Chorus must disclose to the Commission the following information in respect of the preceding financial year:

~~56.161.1~~ the total number of regulated (i.e., supplied under ~~an~~ standard terms determination) ~~and non-regulated (ie, a commercial variant supplied under contract)~~ copper services supplied by Chorus as at the end of the financial year, broken down by the type of copper service and ~~whether or not~~ where the service is supplied inside a Specified Fibre Area; and

~~56.261.2~~ the number of notices issued to end-users under the Code during the financial year, by type of notice (i.e., the number of First Notices, Further Notices, Final Notices, Confirmation Notices, and Continuation Notices).

References: Telecommunications Act 2001, clause 1(4) of Schedule 2A.

L. Requirement on Chorus to keep records

~~57.62.~~ Subject to clause ~~634~~, Chorus must at all times maintain an accurate record of the following information:

~~57.162.1~~ any templates of notices that form the basis of notices sent to end-users, property owners, access seekers or relevant fibre service provider under the CWC, sufficient to provide a record of changes or evolution of the notices;

~~57.262.2~~ a record of all notices issued under the CWC. This must include, but is not limited to, the date the notice was issued, the address it was sent to, the type of notice, and the template used.

~~57.362.3~~ all information, including documentation and communications, related to disputes arising under the CWC where Chorus is a party to the dispute.

~~58.63.~~ Chorus is permitted to stop maintaining a record of the information required under clause 63 in the following circumstances:

~~58.163.1~~ if five years has elapsed since Chorus stopped supplying the copper service by complying with the CWC; or

~~58.263.2~~ if five years has elapsed since the proposed date of withdrawal set out in the First Notice to the end-user, if Chorus did not stop supplying the copper service because it was unable to comply with the CWC.

References: Telecommunications Act 2001, clause 1(4) of Schedule 2A.

M. Amendment or revocation of the Code

~~59.64.~~ The Commission may amend or revoke the Code if the Commission considers that the Code no longer meets all the requirements set out in the Act.

~~60.65.~~ For the purposes of clause ~~64.63~~, where the Commission seeks to amend or revoke the Code, the same procedure that applies to making a code in clauses 2 and 3 of Schedule 2A of the Act must be followed.

References: Telecommunications Act 2001, clause 4 of Schedule 2A.