

## Copper Withdrawal Code 2024

This Code amends the Copper Withdrawal Code which came into force on 1 March 2021

**The Commission:** Tristan Gilbertson  
Pierre van Heerden  
Nathan Strong  
Loretta Lovell

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## Code history

Code date	Decision number	Code name
10 December 2020	ISBN 978-1-869458-57-7	<a href="#">Copper Withdrawal Code</a>
5 February 2024	ISBN 978-1-991085-33-7	<a href="#">Copper Withdrawal Code 2024</a>

**Drafting notes:**

This Copper Withdrawal Code 2024 amends the Copper Withdrawal Code ISBN 978-1-869458-57-7 (Previous Code) following a review to (i) assess the efficiency and effectiveness of the Previous Code, and (ii) identify improvements to better meet the minimum requirements in the Telecommunications Act 2001.

## **Copper Withdrawal Code 2024**

### **I. Title**

1. This is the Copper Withdrawal Code 2024 (**Code**).
2. The Code amends the Copper Withdrawal Code (ISBN 978-1-869458-57-7) (**Previous Code**).

### **II. Code**

3. The Code amends the Previous Code as follows:
  - 3.1 Appendix A replaces the associated documents page of the Previous Code.
  - 3.2 Appendix B replaces the table of contents page of the Previous Code.
  - 3.3 Appendix C replaces the (i) Introduction to the Copper Withdrawal Code and (ii) body of the Previous Code.

### **III. Commencement and application**

5. The Code comes into force on 5 April 2024.
6. The Code applies from 5 April 2024 to all proposed withdrawals of a copper service, including those where Chorus has already commenced the copper withdrawal process under the Previous Code.

## APPENDIX A

### Associated documents

Publication date	Reference	Title
26 November 2018	N/A	<a href="#">Copper Withdrawal Code – Letter requesting views on scope</a>
01 August 2019	ISBN 978-1-869457-13-6	<a href="#">Copper Withdrawal Code – Framework paper for the New Zealand Telecommunications Forum</a>
01 August 2019	ISBN 978-1-869457-15-0	<a href="#">Copper Withdrawal Code Process Update</a>
20 May 2020	ISBN 978-1-869458-20-1	<a href="#">Copper Withdrawal Code: Draft Decisions and Reasons Paper</a>
20 May 2020	ISBN 978-1-869458-19-5	<a href="#">Draft Copper Withdrawal Code</a>
20 May 2020	2020-au2078	<a href="#">New Zealand Gazette Notices “Notification of Commerce Commission’s Draft Copper Withdrawal Code”</a>
10 December 2020	ISBN 978-1-869458-58-4	<a href="#">Copper Withdrawal Code: Final Decisions and Reasons Paper</a>
10 December 2020	2020-au5653	<a href="#">New Zealand Gazette Notice “Notification of Commerce Commission’s Copper Withdrawal Code”</a>
10 December 2020	ISBN 978-1-869458-57-7	<a href="#">Copper Withdrawal Code</a>
23 March 2023	ISBN 978-1-99-101259-3	<a href="#">Copper Withdrawal Code Review - Request for Views</a>
27 September 2023	ISBN 978-1-991085-43-6	<a href="#">Copper Withdrawal Amended Code: Draft Decisions and Reasons Paper</a>
27 September 2023	ISBN 978-1-991085-42-9	<a href="#">[Draft] Copper Withdrawal Amended Code 2023</a>
5 February 2024	ISBN 978-1-991085-29-0	<a href="#">Copper Withdrawal Code 2024: Decisions and Reasons Paper</a>

## APPENDIX B

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## APPENDIX C

### 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 if certain requirements are met. 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/telecommunications-for-consumers/copper-withdrawal-code>.

## A. Commencement date

1. The Code was prepared and approved by the Commission under clause 3 and 4 of Schedule 2A of the Act and comes into force on 5 April 2024.

## B. Purpose

2. The purpose of the Code is to protect end-users of certain copper services where Chorus seeks to withdraw those services. The Code ensures this by setting out minimum consumer protection requirements that Chorus must comply with before Chorus may withdraw the end-user's copper service, such that the end-user –
  - 2.1 understands Chorus's process for withdrawal of the copper service, and how this will affect the end-user;
  - 2.2 has access to information about fibre services available to the end-user;
  - 2.3 has reasonable time to prepare for a proposed withdrawal of the copper service; and
  - 2.4 is able to have a connection to a fibre service installed (if they wish to move to a fibre service), and that the fibre service provides similar functionality to the copper service.

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

## C. Defined terms

3. In the Code, unless the context otherwise requires,–

<b>access seeker</b>	has the meaning given in section 5 of the Act, and includes a retail service provider;
<b>Act</b>	means Telecommunications Act 2001;
<b>anchor service</b>	has the same meaning as given in section 164(1) of the Act;
<b>ancillary service</b>	means a service that is associated with, or incidental to, the provision of a telecommunications service, and includes: <ol style="list-style-type: none"> <li>(a) a medical alarms service; and</li> <li>(b) a monitored security alarms service;</li> </ol>
<b>ancillary service provider</b>	means the provider of an ancillary service;



<b>Chorus</b>	means Chorus Limited or any subsidiary of, or successor to, that company;
<b>Code</b>	means this Copper Withdrawal Code as amended from time to time and approved under clause 3 of Schedule 2A of the Telecommunications Act;
<b>Commission</b>	means Commerce Commission;
<b>Commission 111 Contact Code</b>	means the code made by the Commerce Commission under section 238 of the Act, as amended from time to time following the procedure set out in section 239 of the Act, with any necessary modifications;
<b>connection to a fibre service</b>	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;
<b>Continuation Notice</b>	means a notice provided by Chorus for the purposes of confirming that Chorus is required to continue to supply a copper service to an end-user, and is either: <ul style="list-style-type: none"> <li>(a) the notice provided by Chorus in accordance with clause 25;</li> <li>(b) the notice provided by Chorus in accordance with clause 26;</li> <li>(c) the notice provided by Chorus in accordance with clause 53; or</li> <li>(d) the notice provided by Chorus in accordance with clause 54;</li> </ul>
<b>copper fixed line access service</b>	has the same meaning as given in section 5 of the Act;
<b>copper service</b>	has the meaning given in clause 6 of the Code;
<b>disclosure year</b>	means a period of 12 months beginning on 1 July in any year and ending on 30 June in the following year;
<b>end-user</b>	means a person who is the ultimate recipient of a copper service or of another service the provision of which relies (wholly or partly) on a copper service at a premises, and either:

	<p>(a) has a contract with a retail service provider for the supply of a telecommunications service that relies on the copper service to that premises; or</p> <p>(b) is an assignee of the person who has a contract with a retail service provider for the supply of a telecommunications service that relies on the copper service to that premises;</p>
<b>end-user who has chosen to disconnect (other than a temporary disconnection) a copper service being supplied to the end-user's premises during the notice period</b>	has the meaning given in clause 11 of the Code;
<b>ESRI GIS shapefile</b>	means the Environmental Systems Research Institute's data storage file format for Geographic Information System software, which stores the location, shape, and attributes of geographic features;
<b>extreme or unforeseen event</b>	<p>means an extreme or unforeseen event beyond Chorus's control, including:</p> <p>(a) fire, floods, storms, earthquake, or other act of God;</p> <p>(b) any act of a public enemy, war, riot, or act of civil or military authority;</p> <p>(c) nuclear, chemical or biological contamination; and</p> <p>(d) any act of a third party (not being an employee, agent or subcontractor of Chorus) engaged in subversive or terrorist activity or sabotage;</p> <p>but does not include an event to the extent that the effect of that event could have been substantially prevented, avoided, overcome or mitigated by:</p> <p>(e) implementation of any contracted business continuity or disaster recovery service, or any contingency plans agreed between Chorus and the</p>

	<p>Commission or which Chorus has represented it has in place;</p> <p>(f) Chorus exercising a reasonable standard of care; or</p> <p>(g) Chorus using information provided by the Commission or which is available in the public domain.</p>
<b>fibre fixed line access service</b>	has the same meaning as given in section 5 of the Act;
<b>fibre service</b>	<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>
<b>fibre-to-the-premises access network</b>	has the same meaning given in section 156AB of the Act;
<b>industry dispute resolution scheme</b>	<p>means-</p> <p>(a) the Telecommunications Dispute Resolution Scheme; and</p> <p>(b) any other dispute resolution scheme that has been set up by the telecommunications industry and deals with consumer complaints;</p>
<b>legacy services</b>	<p>means a voice, broadband or data service that relies on functionality provided only over a copper access network, and for the avoidance of doubt includes any of the following:</p> <p>(a) a voice service or device (eg, facsimile, dial-in alarm or similar) if its operation is dependent on functionality incompatible with one or more of the following:</p> <ol style="list-style-type: none"> <li>i. G.711a/G.711u Voice Codec with a packetisation rate of 10ms;</li> <li>ii. New Zealand PSTN tones and cadences as set out in Telecom Network Advisory Specification TNA 102; or</li> </ol>

	<ul style="list-style-type: none"><li>iii. Incidental power provided from an ATA Port on a fibre service providers' fibre ONT; and</li></ul> <p>(b) a service or device that depends on one or more of the following:</p> <ul style="list-style-type: none"><li>i. frequencies above 3400Hz;</li><li>ii. in-band call signalling and control in the 300-3400Hz voiceband other than:<ul style="list-style-type: none"><li>A. DTMF (RFC2833/RFC4733);</li><li>B. supervisory tones;</li><li>C. Calling Line Identification (CLI); and</li><li>D. message waiting indication;</li></ul></li><li>iii. out-of-band call signalling and control below 300Hz other than:<ul style="list-style-type: none"><li>A. ringing;</li><li>B. DC loop call control signals;</li><li>C. on-hook;</li><li>D. off-hook; and</li><li>E. recall (switch hook flash);</li></ul></li><li>iv. remote incidental power provided by either:<ul style="list-style-type: none"><li>A. a distribution cabinet on the copper access network; or</li><li>B. the central exchange office; or</li></ul></li></ul> <p>(c) a service or device that requires the functionality of two or more 2-wire copper</p>
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	circuits to operate (eg, analogue 4 wire data circuit);
<b>local fibre company</b>	has the same meaning given in section 156AB of the Act, and, for the avoidance of doubt, includes Chorus;
<b>minimum requirements</b>	means the requirements in Sections F, or G of this Code;
<b>no cost</b>	for the purposes of clause 41.2, means no cost to the end-user for the installation of the connection to the fibre service, whether the connection is a standard connection or non-standard connection;
<b>Notice 1</b>	means the notice provided by Chorus in accordance with clauses 14-16;
<b>Notice 2</b>	means the notice provided by Chorus in accordance with clause 17;
<b>Notice 3</b>	means the notice provided by Chorus in accordance with clause 18;
<b>notice period</b>	means the period between the date Notice 1 is provided to an end-user and a date at least 6 months from the date of Notice 1;
<b>NZ Government Web Standards</b>	means <i>Web Accessibility Standard 1.1</i> and <i>Web Usability Standard 1.3</i> , issued by the New Zealand Government, effective from 1 July 2019, as amended from time to time and are available from the Digital.govt.nz website;
<b>postal operator</b>	has the same meaning as given in section 2 of the Postal Services Act 1998;
<b>posted mail</b>	means mail delivered by a postal operator;
<b>premises</b>	means a house or building, 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;
<b>relevant fibre service provider</b>	means the supplier or suppliers (or intended supplier or suppliers) of a wholesale fibre service to an end-user's premises, and:  (a) includes a local fibre company; but

	(b) excludes Chorus (except for the purposes of clauses 40 to 47 (inclusive));
<b>retail fibre service</b>	means a retail telecommunications service that relies in whole or in part on a fibre service;
<b>retail service provider</b>	means an access seeker that supplies a retail telecommunications service to an end-user, and that retail telecommunications service relies in whole or in part on a fibre service or a copper service;
<b>Specified Fibre Area</b>	means an area that has been declared by the Commission, under section 69AB of the Act, to be a specified fibre area;
<b>standard connection and non-standard connection</b>	have the same meanings given in section 155ZU of the Act and, for the avoidance of doubt, the connection excludes all methods of installation other than aerial installation;
<b>standard terms determination</b>	means a determination prepared by the Commission in accordance with section 30M of the Act;
<b>telecommunications service</b>	has the same meaning as given in section 5 of the Act;
<b>telecommunications service provider</b>	means a supplier or suppliers of a telecommunications service, which, for the avoidance of doubt, includes: <ul style="list-style-type: none"> <li>(a) an access seeker; and</li> <li>(b) a local fibre company;</li> </ul>
<b>temporary disconnection</b>	means a connection that is ceased for a limited period of time, where: <ul style="list-style-type: none"> <li>(a) at the time the connection was ceased the end-user's retail service provider notifies Chorus that the connection is only ceasing for a limited period of time; and</li> <li>(b) no later than 20 working days after the time the connection was ceased Chorus receives from the end-user's retail service provider an order for the reactivation of the connection;</li> </ul>
<b>third party</b>	means a person other than the end-user, Chorus, the end-user's retail service provider or the relevant fibre service provider, and excludes, for the avoidance of

	doubt, an employee or party contracted by the relevant fibre service provider;
<b>UCLL designated access service</b>	means-  (a) Chorus's unbundled copper local loop network; or  (b) Chorus's unbundled copper local loop network backhaul;
<b>Utilities Disputes</b>	means Utilities Disputes Limited or any successor to that company; and
<b>withdrawal date</b>	means the date (dd/mm/yyyy) Chorus intends to stop supplying the copper service to the end-user, and is a date that follows the date the notice period ends.

## **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 is provided a Notice 1 in relation to that copper service.
6. The term '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; and
- 7.2 comply with minimum requirements of Section G if, during the notice period, the end-user places an order with a retail service provider for a retail fibre service.

- 8. In circumstances where the minimum requirements in Section G apply to an end-user that Chorus seeks to stop supplying a copper service to by complying with the requirements of the Code, Chorus will be deemed to have satisfied all the minimum requirements in Section F that apply to that end-user at the point in time that Chorus has satisfied all of the minimum requirements in Section G that apply to that end-user.

- 9. Notwithstanding clause 8, the requirement in clause 37 must be met at all times.

**Example:** An end-user orders a retail fibre service after having received a Notice 1 from Chorus on 1 September 2021. A connection to a fibre service is installed at the end-user's premises on 1 October 2021 and all other requirements in Section G are met on that date (eg, the functionality available to the end-user over the fibre service includes a voice service and a broadband service). Under clause 8, Chorus will be deemed to have satisfied the minimum requirements in Section F. This means that Chorus will not be required to provide a Notice 2 and Notice 3 to the end-user (see clauses 17-18) and may stop supplying the copper service (see clause 39).

- 10. In circumstances where an end-user has chosen to disconnect (other than a temporary disconnection) a copper service being supplied to the end-user's premises during the notice period:

- 10.1 Chorus will be deemed to have satisfied all the minimum requirements in Section F that apply to that end-user at the point in time that the end-user chooses to disconnect the copper service; and
- 10.2 for the avoidance of doubt, the Code does not specify any further minimum requirements in circumstances where an end-user has chosen to disconnect



(other than a temporary disconnection) a copper service being supplied to the end-user's premises during the notice period.

11. For the purposes of this Code, an end-user has chosen to disconnect (other than a temporary disconnection) a copper service being supplied to the end-user's premises during the notice period if:
  - 11.1 the copper service was (wholly or partly) an input into a retail telecommunications service supplied to the end-user; and
  - 11.2 one of the following has occurred:
    - 11.2.1 the end-user has moved out of the premises where that copper service was being supplied in relation to; or
    - 11.2.2 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.

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

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

12. 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**
13. 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 as follows:
  - 13.1 for an end-user, Chorus must give notice as required by clauses 14 to 18;

- 13.2 for an end-user's retail service provider, Chorus must give notice as required by clauses 19-21; and
- 13.3 for a relevant fibre service provider, Chorus must give notice as required by clause 22-23.

#### Notices to end-users

##### *Notice 1*

- 14. Chorus must provide a Notice 1 to the premises where the end-user resides that:
  - 14.1 contains the information listed in clause 27; and
  - 14.2 is provided in accordance with clauses 28-32.
- 15. 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 seek again to follow the process of meeting the minimum requirements by sending a further Notice 1 to the premises where that end-user resides in accordance with clause 14.
- 16. For the purposes of clause 15, Chorus must not provide more than one Notice 1 to a premises in a six-month period.

##### *Notice 2*

- 17. No earlier than two months after the date of a Notice 1 and no later than three months after the date of that Notice 1, unless a Continuation Notice has been provided to that end-user, Chorus must provide a Notice 2 to that end-user that:
  - 17.1 contains the information listed in clause 27; and
  - 17.2 is provided in accordance with clauses 28-32.

##### *Notice 3*

- 18. Between 30 working days and 40 working days before the date the notice period ends, unless a Continuation Notice has been provided to that end-user, Chorus must provide a Notice 3 to that end-user that:
  - 18.1 contains the information listed in clause 27; and
  - 18.2 is provided in accordance with clauses 28-32.

#### Notice to retail service provider

- 19. At the same time that Chorus provides a Notice 1 to an end-user, it must also provide a notice to that end-user's retail service provider that:
  - 19.1 specifies the premises to which the Notice 1 is addressed;

- 19.2 specifies the date the notice period ends for the withdrawal of the copper service; and
  - 19.3 is provided in accordance with clauses 33-34.
20. At the same time that Chorus provides a Notice 3 to the end-user, it must also provide a notice to that end-user's retail service provider that:
- 20.1 specifies the premises to which the Notice 3 is addressed or applies to;
  - 20.2 specifies the withdrawal date; and
  - 20.3 is provided in accordance with clauses 33-34.
21. If an end-user transfers a copper service from one retail service provider to another retail service provider during the notice period, Chorus will be deemed to have provided the incoming retail service provider with the notices required by clauses 19 and 20 if, as soon as reasonably practicable after the transfer, Chorus provides the incoming retail service provider with copies of the notices provided to the outgoing retail service provider under clauses 19 and 20.

Notice to relevant fibre service provider

22. No later than one month before Chorus provides a Notice 1 to the premises where the end-user resides, Chorus must provide a notice to the relevant fibre service provider that:
- 22.1 specifies the premises to which the Notice 1 is addressed;
  - 22.2 specifies the date the notice period ends; and
  - 22.3 is provided in accordance with clauses 33-34.
23. At the same time that Chorus provides a Notice 3 to the end-user, Chorus must provide a notice to the relevant fibre service provider that:
- 23.1 specifies the premises to which the Notice 3 is addressed or applies to;
  - 23.2 specifies the withdrawal date; and
  - 23.3 is provided in accordance with clauses 33-34.

**F2 Requirement to inform parties if Chorus decides to continue to supply a copper service**

*Continuation Notice*

24. Chorus must provide the notice described in clause 25 if Chorus decides, at a point in time after providing a Notice 1 to an end-user but before all the applicable minimum requirements have been met, that it will continue to supply the copper service that is the subject of that Notice 1.
25. As soon as reasonably practicable after Chorus decides it will continue to supply a copper service to an end-user, but no later than 20 working days before the expiry of the notice period, Chorus must provide a notice to the end-user of the copper service that confirms Chorus is required to continue to supply the copper service to that end-user.
26. Chorus must, at the same time that it provides a Continuation Notice to an end-user under clause 25, provide a notice to the end-user's retail service provider and the relevant fibre service provider that:
  - 26.1 confirms Chorus is required to continue to supply the copper service to that end-user; and
  - 26.2 specifies the reason(s) why Chorus is providing the notice (including reference to clause 25).

**F3 Requirement to provide information to end-users in notice**

27. For the purposes of clauses 14.1, 17.1 and 18.1, a notice provided by Chorus must contain the following information in an easily discernible manner:
  - 27.1 which notice is being provided (ie, the Notice 1, Notice 2 or Notice 3);
  - 27.2 an overview of the copper service withdrawal process, including:
    - 27.2.1 an overview of the Code and its purpose (as specified in clause 2); and
    - 27.2.2 the date the notice period ends for the withdrawal of the copper service; and
    - 27.2.3 a withdrawal date in Notice 3;
  - 27.3 a statement that the outcome of taking any of the following steps available to the end-user will be the disconnection of the end-user's copper service:
    - 27.3.1 switching to a retail fibre service;
    - 27.3.2 switching to a retail telecommunications service other than a retail fibre service;

- 27.3.3 terminating their retail copper service without switching to another retail telecommunications service;
- 27.3.4 moving out of the premises that the copper service was being supplied in relation to; and
- 27.3.5 not taking any of the above steps within the notice period;
- 27.4 information on the process for ordering and installing a connection to a fibre service, including information regarding the requirement under the Code for a connection to be installed and the exceptions to this requirement (as set out in clauses 44 and 46);
- 27.5 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;
- 27.6 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;
- 27.7 information on legacy services and functionality that is not available over a fibre service (this includes, for example, that equipment such as fax machines and medical alarms may not work with fibre services);
- 27.8 a prompt for the end-user to contact their retail service provider to discuss the choices available to the end-user (as described in the notice in accordance with clause 27.3);
- 27.9 a prompt for the end-user to contact, where applicable, their landlord, property owner, bill payer or body corporate to discuss Chorus's proposed withdrawal of the copper service;
- 27.10 a prompt for the end-user to contact, where applicable, their ancillary service provider to discuss what impact Chorus's proposed withdrawal of the copper service may have on their ancillary service (eg, a medical alarm service);
- 27.11 how an end-user may make a complaint in relation to a matter arising under the Code, including that:
  - 27.11.1 a dispute between an end-user and a telecommunications service provider about their rights and obligations under the Code may be referred to an industry dispute resolution scheme by any parties to the dispute;
  - 27.11.2 an end-user may take an enforcement action to the High Court under section 156BA of the Act; and
  - 27.11.3 an end-user may, at any time, make a complaint to the Commerce Commission regarding the telecommunications service provider's compliance with the Code.

27.12 In relation to Notice 3, statement(s) explaining that:

27.12.1 end-users can order a retail fibre service before the notice period ends; and

27.12.2 for fibre connection orders placed before or in progress when the notice period ends, copper will only be withdrawn after such fibre connection has been installed.

28. Subject to clause 29, Chorus may, for the purposes of managing end-user expectations and understanding:

28.1 change the names of Notice 1, Notice 2, and Notice 3 in providing them to end-users; and

28.2 add its customer experience-aligned labels to these notices.

29. Chorus must not promote or market fibre services in any notice it provides to an end-user.

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

#### **F4 Requirements regarding how Chorus must provide notice**

##### Notices to end-users

30. Where Chorus is required to provide a notice to an end-user under this Code:

30.1 Notice 1 must be addressed to the premises where the end-user resides (eg “to the occupant of [*insert premises address*]”); and

30.2 other notices may be tailored to the end-users’ communication preferences subject to the following:

30.2.1 the end-user information collected by Chorus is only used by Chorus for the purposes of delivering notices related to copper service withdrawal;

30.2.2 Chorus informs the end-user that the information might be shared with the end-user’s retail service provider and relevant fibre service provider where necessary in the withdrawal of copper services and installation of fibre services (or alternative retail technology);

30.2.3 Chorus shares the information with the end-user’s retail service provider and relevant fibre service provider where necessary in the withdrawal of copper services and installation of fibre services (or alternative retail technology), and

- 30.3 the notice addressed to the premises where the end-user resides must be delivered by:
- 30.3.1 posted mail to the premises; or
  - 30.3.2 if it is not possible to deliver the notice by posted mail, or if delivery by posted mail fails (eg, mail returned as undelivered), a physical letter-drop to the premises.
31. Where Chorus provides a notice to a premises where an end-user resides (other than a premises that contains multiple dwellings or businesses), that notice will be taken to have been provided to all end-users at that premises.
32. A notice is deemed to be provided to an end-user under this Code:
- 32.1 if posted mail is used by Chorus: from the date the notice is given to a postal operator in accordance with clause 30.3.1; except if the postal operator returns the notice as undelivered, the date the notice is delivered by physical letter-drop to the premises; and
  - 32.2 if email communication is used by Chorus: in accordance with the Contract and Commercial Law Act 2017, as amended from time to time.

Notices to retail service providers and relevant fibre service providers

33. 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 (eg, a form that is appropriate for business-to-business communications).
34. Where Chorus is required to provide a notice to a retail service provider or a relevant fibre service provider under this Code, Chorus may provide a notice to a retail service provider or a relevant fibre service provider that relates to more than one end-user if:
- 34.1 in circumstances where the notice is the notice required by clauses 19-20 or 22-23, that notice:
    - 34.1.1 specifies each premises to which a Notice 1 is addressed and a Notice 3 is addressed or applies to; and
    - 34.1.2 specifies the date the notice period ends as in Notice 1, Notice 2 and Notice 3;
    - 34.1.3 specifies the withdrawal date that applies to each of those premises as in Notice 3; and
  - 34.2 in circumstances where the notice is the notice required by clauses 26 or 54, that notice:

- 34.2.1 specifies each premises the notice applies to; and
- 34.2.2 specifies the reason why Chorus is providing the notice (including reference to the relevant clauses of the Code).

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

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

- 35. Chorus must make the following information publicly available in an easily discernible manner:
  - 35.1 an overview of the copper service withdrawal process, including an overview of the Code and its purpose (as specified in clause 2);
  - 35.2 information on the process for ordering and installing a connection to a fibre service, including information regarding the requirement under the Code for a connection to be installed and the exceptions to this requirement (as set out in clause 44 and 46);
  - 35.3 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;
  - 35.4 information on legacy services and functionality that is not available over a fibre service (this includes, for example, that equipment such as fax machines and medical alarms may not work with fibre services); and
  - 35.5 a map and downloadable ESRI GIS shapefile that identifies any local geographical area (eg, a street or copper cabinet area) that is an area within which Chorus has provided a Notice 1 to an end-user under the Code.
- 36. For the purposes of clause 35, ‘publicly available’ means that:
  - 36.1 the information listed in clause 35.1-35.4 is:
    - 36.1.1 available at all times on Chorus’s website from 1 March 2021, in an easily accessible manner that is consistent with the NZ Government Web Standards; and
    - 36.1.2 kept up-to-date;
  - 36.2 the information listed in clause 35.5 is:
    - 36.2.1 made easily accessible on Chorus’s website in a manner that is consistent with the NZ Government Web Standards no later than ten working days from the date Chorus provides its initial Notice 1 to an end-user under the Code (in accordance with clause 32); and



36.2.2 for all subsequent Notices 1 that Chorus provides under the Code, updated no later than ten working days from the date the Notice 1 is provided to the end-user (in accordance with clause 32); and

36.3 Chorus must make reasonable efforts to draw attention to the information listed in clause 35 (eg, through advertising).

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

#### **F6 Requirement for Commission 111 Contact Code to be in force**

37. It is a minimum requirement that a Commission 111 Contact Code must be in force.
38. For the avoidance of doubt, a Commission 111 Contact Code has been in force since 1 August 2021.

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

#### **F7 Requirement to not stop supplying a copper service before the date the notice period ends**

39. Unless the circumstance described in clauses 8 and 10 apply, it is a minimum requirement that Chorus must not stop supplying a copper service to an end-user before the date the notice period ends (as specified in the Notice 1 provided to the premises where that end-user resides).

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

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

40.1 Chorus has provided a Notice 1 to; and

40.2 during the notice period, including after receipt of Notice 3, have placed an order with a retail service provider for a retail fibre service.

#### **G1 Requirement for connection to a fibre service to be installed**

41. If, at any time after an end-user is provided a Notice 1, but during the notice period, 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:

41.1 subject to clause 42, 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); and

41.2 at no cost to the end-user.

42. Chorus will not be deemed to have stopped supplying a copper service to an end-user if the connection to the copper service has been ceased for the sole purpose of facilitating the installation of a connection to a fibre service.
43. 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 determines installation of the connection to the fibre service is complete, in accordance with standard business processes for such determination.

*Exceptions to the requirement for connection to a fibre service to be installed*

44. The requirement in clause 41 does not need to be satisfied if:
  - 44.1 the end-user fails to cooperate with the process to have a connection to a fibre service installed; and
  - 44.2 all reasonable efforts have been made by the relevant fibre service provider to install a connection to a fibre service for the end-user.
45. For the purposes of clause 44.2, 'all reasonable efforts' means that the relevant fibre service provider must:
  - 45.1 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; and
  - 45.2 after satisfying the requirement in clause 45.1, 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.
46. The requirement in clause 41 does not need to be satisfied if, at a point in time after an end-user has ordered a retail fibre service:
  - 46.1 the relevant fibre service provider becomes aware that the installation of a connection to a fibre service will potentially be impeded by the acts or omissions of a third party (including a third party dispute regarding access to a premises or obtaining landlord permission);
  - 46.2 as soon as reasonably practicable after the relevant fibre service provider becomes aware of the third party issue, the relevant fibre service provider informs the end-user:
    - 46.2.1 of the third party issue; and
    - 46.2.2 that the end-user must take reasonable steps available to them to resolve the third party issue (eg, by seeking their landlord's permission to have a fibre connection installed, under section 45B of the Residential Tenancies Act 1986, when it comes into force), otherwise the end-user's order for a retail fibre service may be cancelled and Chorus will be permitted to stop supplying the end-user's copper service (provided it has complied with the rest of the Code); and

- 46.3 within a reasonable timeframe after the relevant fibre service provider informs the end-user of the third party issue, the end-user does not take reasonable steps available to them to resolve the third party issue.
47. For the purposes of clause 44.2, where the relevant fibre service provider is not Chorus, the relevant fibre service provider must inform Chorus that they have made all reasonable efforts to install a connection to a fibre service for the end-user (if the relevant fibre service provider considers that it has made all reasonable efforts) and Chorus is permitted to rely on this information.

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

## **G2 Requirement for similar functionality provided by fibre service**

48. It is a minimum requirement that the functionality available to an end-user over a fibre service includes:
- 48.1 a voice service; and
- 48.2 a broadband service.
49. The requirement in clause 48 does not apply to legacy services.

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

## **G3 Requirement regarding anchor services**

50. 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.
51. For the purposes of clause 50, 'commercial equivalent' includes, but is not limited to, a fibre 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 parties of outcome**

### *Continuation Notice*

52. Chorus must provide the notice described in clause 53 in circumstances where Chorus has failed to satisfy the minimum requirements in Sections F and G of this Code.
53. As soon as reasonably practicable after Chorus has failed to satisfy the minimum requirements in Sections F and G of this Code, but no later than 75 days after the

expiry of the notice period, Chorus must provide a notice to the end-user of the copper service that:

- 53.1 confirms Chorus is required to continue to supply the copper service to that end-user; and
  - 53.2 specifies the reason why Chorus is providing the notice (including reference to clause 52).
54. Chorus must, at the same time that it provides a Continuation Notice to an end-user under clause 53, provide a notice to the end-user's retail service provider and the relevant fibre service provider that:
- 54.1 confirms Chorus is required to continue to supply the copper service to that end-user; and
  - 54.2 specifies the reason why Chorus is providing the notice (including reference to clause 52).

#### **G5 Requirements when pause to notice period occurs**

##### *Notice period pause due to premise level delays (third-party delays)*

55. Chorus may pause the notice period where an end-user has ordered a retail fibre service during the notice period, and there is a delay in the installation of the fibre service due to acts or omissions of a third party by following this process:
- 55.1 Chorus must notify the end-users impacted by such delays, their retail service provider and relevant fibre service provider of:
    - 55.1.1 the pause start date;
    - 55.1.2 the reasons for the delay;
    - 55.1.3 the pause end date, which must not be later than 45 working days from the pause start date; and
    - 55.1.4 that, as a result of the delay, a pause will be placed on their notice period for the duration set out in clause 55.1.3.
  - 55.2 Chorus must notify the end-users impacted by such delays, their retail service provider and relevant fibre service provider at the pause end date, when the pause must be lifted by Chorus.
56. If the reasons for the pause are resolved, Chorus may remove the pause before its end date by notifying the end-user, the end-user's retail service provider and the relevant fibre service provider.

*Notice period pause due to an extreme or unforeseen event*

57. Where an event occurs that meets the definition of an extreme or unforeseen event Chorus may:
- 57.1 notify end-users impacted by the extreme or unforeseen event informing:
- 57.1.1 the details of the extreme or unforeseen event; and
- 57.1.2 that, as a result of the extreme or unforeseen event, a pause will be placed on their notice period for the duration of such extreme or unforeseen event.
58. At the same time that Chorus provides the notification in clause 57 to an end-user Chorus must also notify the end-user's retail service provider and relevant fibre service provider of:
- 58.1 the details of the extreme or unforeseen event; and
- 58.2 the details of the end-user and the pause noted in clauses 57.1.1 and 57.1.2.
59. At the same time that Chorus provides the notification in clause 57 to an end-user Chorus must also notify the Commission of:
- 59.1 the details of the extreme or unforeseen event;
- 59.2 the occurrence of an extreme or unforeseen event which requires a pause of an end-user notice period; and
- 59.3 the number of end-users who have had a pause applied to their notice period as a result of the extreme or unforeseen event.
60. When an event no longer meets the definition of an extreme or unforeseen event, Chorus must as soon as reasonably practicable:
- 60.1 lift the pause to the end-users notice period; and
- 60.2 notify that end-user, their retail service provider, their relevant fibre service provider and the Commission that that pause has been lifted.

**H. Dispute resolution**

61. The dispute resolution scheme for this Code is an industry dispute resolution scheme.
62. A dispute between an end-user and a telecommunications service provider about their rights and obligations under the Code may be referred to an industry dispute resolution scheme by any parties to the dispute at any time after the dispute arises.
63. For the purposes of clause 62, a dispute arises under the Code if:

- 63.1 one party (either the end-user or the telecommunications service provider) has communicated to the other party a disagreement in relation to the rights and obligation of one of those parties under the Code; and
  - 63.2 that disagreement is not resolved within five working days.
64. If a dispute is referred to an industry dispute resolution scheme, each party to the dispute (regardless of whether or not a party is a scheme member of the industry dispute resolution scheme) must comply with the rules of the industry dispute resolution scheme.
65. A determination made under the rules of the scheme in relation to a dispute is binding on each party to the dispute, except a party who is an end-user.
66. If, during an end-user's notice period:
- 66.1 a dispute is referred to an industry dispute resolution scheme or Utilities Disputes (in connection with the installation of a connection to a fibre service under the Code);
  - 66.2 the end-user takes an enforcement action under section 156BA of the Act; or
  - 66.3 the Commission takes an enforcement action under section 156B of the Act for a breach that is related to the withdrawal of the end-user's copper service,
- the notice period is paused until the dispute or enforcement action is resolved (eg, a determination by an industry dispute resolution scheme is made or an order is made by the High Court).
67. Nothing in this section precludes:
- 67.1 an end-user from taking an enforcement action under section 156BA of the Act; or
  - 67.2 the Commission from taking an enforcement action under section 156B of the Act.
68. Notwithstanding any clause in this section, if, in relation to a matter, an end-user takes an enforcement action under section 156BA at any point in time:
- 68.1 before a dispute on that same matter is referred to an industry dispute resolution scheme, the dispute may not be referred to an industry dispute resolution scheme;
  - 68.2 after a dispute on that same matter was referred to an industry dispute resolution scheme, but before that dispute is resolved, the dispute must be dismissed by an industry dispute resolution scheme; and

- 68.3 after an industry dispute resolution scheme has made a determination in relation to that same matter, the determination ceases to be binding.

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

## **I. Requirement on Chorus to disclose information to the Commission**

69. No later than 30 November of each disclosure year, Chorus must disclose to the Commission the following information in respect of the preceding disclosure year:
- 69.1 the total number of regulated (ie, supplied under a standard terms determination) and non-regulated (ie, a commercial variant supplied under contract) copper services supplied by Chorus as at the end of the disclosure year, broken down by whether or not the service is supplied inside a Specified Fibre Area; and
- 69.2 the number of notices issued to end-users under the Code during the disclosure year, broken down by the type of notice (ie, the number of Notices 1, Notices 2, Notices 3, Continuation Notices, and notices provided under section G5);
- 69.3 in relation to pauses to the notice periods under clauses 55-56:
- 69.3.1 the number of pauses Chorus has applied;
- 69.3.2 the dates each of these pauses were applied and lifted;
- 69.3.3 for the pauses that resolved within 45 working days, the number that resolved and the reasons why; and
- 69.3.4 for the pauses that did not resolve within 45 working days, the number that did not resolve and the reasons why; and
- 69.4 the number of copper services withdrawn; and
- 69.5 the number of copper services withdrawn where a fibre service has not been installed.

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

## **J. Requirement on Chorus to keep records**

70. Subject to clause 71, Chorus must at all times maintain an accurate record of the following information:
- 70.1 any templates of notices that form the basis of notices sent to end-users under the Code, sufficient to provide a record of changes or evolution of the notices;

- 70.2 a record of all notices provided under the Code to end-users, retail service providers and relevant fibre service providers. This must include, but is not limited to, the date the notice was issued, the end-user's premises the notice relates to, the type of notice, and the template used;
  - 70.3 a record of all orders Chorus receives from a retail service provider to stop the supply of a copper service to a premises Chorus has provided a Notice 1 to (ie a relinquishment order);
  - 70.4 in circumstances where clause 44 applies, a record of the reasonable efforts that have been made by Chorus or the relevant fibre service provider to install a connection to a fibre service for the end-user;
  - 70.5 all information, including documentation and communications, related to disputes arising under the Code where Chorus is a party to the dispute; and
  - 70.6 all information set out in clauses 69.3-69.5.
71. Chorus is permitted to stop maintaining a record of the information required under clause 70.2-70.6 in the following circumstances:
- 71.1 for the purposes of clauses 70.2, if five years has elapsed since the date the notice was issued;
  - 71.2 for the purposes of clause 70.3, if five years has elapsed since the date Chorus stopped supplying the copper service that was the subject of the order Chorus received from the retail service provider;
  - 71.3 for the purposes of clause 70.4, if five years has elapsed since the order for a connection to a fibre service was cancelled;
  - 71.4 for the purposes of clause 70.5, if five years has elapsed since the dispute arose (as described in clause 63); and
  - 71.5 for the purposes of clause 70.6, if five years have passed since the pauses were lifted.

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

## **K. Amendment or revocation of the Code**

- 72. 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.
- 73. For the purposes of clause 72, where the Commission seeks to amend or revoke the Code, the same procedure that applies to making the Code in clauses 2 and 3 of Schedule 2A of the Act must be followed.

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