

## Schedule 5: Service Levels

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### 1. Principles

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- 1.1 This Schedule defines the principles which apply to the measurement and calculation of Service Levels and Service Default Payments, in accordance with and subject to the provisions of clause 6.4 of the Base Agreement.
- 1.2 If, in respect of a particular Service Level set out in Annexure 1 of this Schedule, a change to that Service Level is:
- (a) agreed through the TCF; and
  - (b) approved by CIP, subject to any conditions attached to such approval being agreed to by the Company,
- (an **Approved Service Level Amendment**),
- then this Schedule shall be amended to give effect to the Approved Service Level Amendment but only to the extent necessary.

### 2. Commencement, Measurement and Reporting of Service Levels

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- 2.1 The Company must begin measuring and reporting its performance against the Service Levels from the applicable Service Level Commencement Date.
- 2.2 Unless otherwise specified in this Schedule, the Company's performance of each Service Level will be measured and reported monthly.
- 2.3 The Service Levels measure performance in the Coverage Area as a whole, other than the:
- (a) Layer 1 Service Availability - Average Downtime Service Level (set out in clause 4.1 of Annexure 1 of this Schedule); and
  - (b) Layer 2 Service Availability – Average Downtime Service Level (set out in clause 5.1 of Annexure 1 of this Schedule),
- which measure performance in each POI Area individually (and the performance in each POI Area must meet the minimum specified level of performance in order for the Service Level to be met).
- 2.4 The Company's performance of the Customer Installation Experience Service Levels (set out in clause 3 of Annexure 1 of this Schedule) will be measured on a quarterly basis by way of the results of the Connection Satisfaction Survey.
- 2.5 The Company must:
- (a) in respect of each quarter from the date 12 months after the date on which Premises are Commissioned in the first Network Stage (the **Connection Satisfaction Commencement Date**), procure that sufficient End Users in the Coverage Area which has been Connected in the relevant quarter are provided with a copy of the Connection Satisfaction Survey (the **Quarterly Connection Satisfaction Survey**)

such that the Company can achieve a statistically significant sample responses. The Company will not provide a Connection Satisfaction Survey to End Users where the relevant RSP declines to permit the Company to do so (reasonable evidence of which the Company must provide to CIP);

- (b) use all reasonable efforts to receive a statistically significant sample of completed Connection Satisfaction Surveys from End Users in the Coverage Area;
- (c) if unable to achieve a statistically significant sample of completed Connection Satisfaction Surveys despite using all reasonable efforts, consider incentive programmes for End Users to complete the Connection Satisfaction Survey.
- (d) not make any changes to the Connection Satisfaction Survey, unless:
  - (i) the changes have been made following consultation with RSPs in relation to any such changes and the Company has, in good faith, taken into account feedback received from RSPs during such consultation; and
  - (ii) CIP has been consulted on the relevant changes; and
- (e) conduct the Quarterly Connection Satisfaction Survey process in a neutral manner, without influencing the End Users being surveyed.

### 3. Service Default Payments

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- 3.1 In accordance with clause 6.4 of the Base Agreement, the Company will, from the date on which Premises in a Network Stage are Commissioned (the **RSP Service Level Commencement Date**), be liable to pay the Service Default Payments for a failure to meet the RSP Service Levels.
- 3.2 In addition to the Company's liability to pay Service Default Payments for failures to meet the RSP Service Levels pursuant to clause 3.1 of this Schedule, the Company will, from the date on which the Build Complete Milestone is achieved for the relevant Network Stage (**CIP Service Level Commencement Date**) also be liable to pay the Service Default Payments for a failure to meet the CIP Service Levels.
- 3.3 In addition to the Company's liability to pay Service Default Payments for failures to meet the RSP Service Levels and the CIP Service Levels pursuant to clauses 3.1 and 3.2 of this Schedule, the Company will, from the Connection Satisfaction Commencement Date, be liable to pay the Service Default Payments for a failure to meet the Customer Installation Experience Service Level set out in clause 3.2 of Annexure 1.

## Annexure 1: Service Level Descriptions

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### 1. Provisioning Service Levels

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- 1.1 The Service Levels set out in this clause 1 do not apply to Premises which are not Passed by Communal Infrastructure.
- 1.2 Subject to clause 1.3 of this Annexure, the Company will complete the installation of Connections as follows:
- (a) **Fibre Connection**
- (i) **RSP**
- (A) Each installation of a Connection (whether Residential, Business or NBAP) must be completed on the date agreed between the Company and the RSP and/or End User (as applicable) (the **Agreed Connection Date**).
- (B) The Company must comply with its obligations in respect of the maximum cycle time regime set out in clause 10 of the Bitstream Service Level Terms that form part of the Reference Offer.
- (ii) **CIP**
- (A) Subject to clause 1.4, 90% or more of all Agreed Connection Dates (whether relating to Residential or Business Connections, but excluding NBAPs) must be scheduled to be completed within 60 days of the receipt by the Company of a properly completed order from an RSP to connect an End User and all necessary consents and permissions required by Law (excluding road opening notices) for that Connection. The Company will use reasonable endeavours to serve notices, procure the necessary consents and permissions for which it is responsible as soon as practicable.
- (B)
- 75% or more of all installations of Connections (whether Residential or Business) must be completed by the Agreed Connection Date.
- (b) **NBAP – Fibre Connection – CIP**
- Each installation of an NBAP Connection must be completed within 60 Business Days following receipt of all necessary permissions and consents required by Law (excluding road opening notices) or such later date agreed between the RSP and the relevant End User with permissions and consents to be sought by the Company within one Business Day of the Company's receipt of a properly completed order from an RSP.
- 1.3 Any time period during which:
- (a) any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection which is subject to Downtime; or

- (b) the Company is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to install a Connection or restore a Connection which is subject to Downtime,

will be added to the periods specified in clauses 1.2(a) and 1.2(b) of this Annexure as applicable.

- 1.4 The service level set out in clause 1.2(a)(ii)(A) is based on the aggregated volume of all RSPs orders (including all Connection orders under clause 1.2 of this Annexure and all Layer 2 orders under clause 2.1 of this Annexure) for UFB1 and UFB2 Candidate Areas being no more than 30,000 per month (**Anticipated Demand**). If the volume of orders received in a month is greater than 110% of Anticipated Demand the Company will notify CIP of an increase in the 60 day period referred to in clause 1.2(a)(ii)(A) (**Lead Time**) proportionate to the increase in monthly order volume above Anticipated Demand. As an example only, if actual demand is 115% of Anticipated Demand the Lead Time will be increased to 69 days.
- 1.5 Any increase in under clause 1.4 will continue until the monthly order volume returns to less than 110% of Anticipated Demand and the Company has cleared the backlog of orders from the period when the Anticipated Demand was greater than 110%. Regardless of whether the backlog of orders has been cleared the Lead Time must revert to 60 days if there has been 3 consecutive months in which order volumes were not greater than 110% of the Anticipated Demand.

## 2. Layer 2 Service provisioning Service Levels

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- 2.1 Subject to clause 2.2 of this Annexure, the Company will provision the Layer 2 Services as follows:
- (a) **Layer 2 Services**
- (i) **RSP**
- Layer 2 Services ordered in relation to a Connection (whether relating to Residential, Business or NBAP Connections):
- (A) at the same time as an installation of a Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) if independently from an order for an installation of a Connection (provided that the relevant Premises has previously been Connected (even if a UFB Service is not currently being provided)):
- i) if that Connection remains intact and capable of remote activation:
- (A) 90% of the Layer 2 services are to be provisioned within 4 Business Hours; and
- (B) 100% of the Layer 2 services are to be provisioned within 1 Business Day;
- ii) For Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 services are to be provisioned within five Business Days of a properly completed order being received by the Company (or such later date as agreed between the RSP and the relevant End User).

(ii) **CIP**

75% or more of all Layer 2 Services due to be delivered within the time frames determined in accordance with clause 2.1(a)(i) of this Annexure must be completed within the relevant periods specified in clause 2.1(a)(i) of this Annexure.

(b) **[Not used]**(c) **Bandwidth upgrade of Layer 2 Services**(i) **RSP**

A Bandwidth upgrade of Layer 2 Services must be provisioned within one Business Day following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the relevant End User).

(ii) **CIP**

75% or more of all Layer 2 Services upgrades due to be provisioned within a month as determined in accordance with clause 2.1(c)(i) of this Annexure must be completed within the period specified in clause 2.1(c)(i) of this Annexure.

(d) **Multicast – RSP**

A multicast service must be provisioned for an RSP within 3 months from the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the Company and the RSP).

(e) **Multicast - End User**(i) **RSP**

Provided that the necessary multicast service has previously been provisioned for the relevant RSP, a multicast service must be provisioned for an End User (provided that the relevant Premises is Connected) within one Business Day following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the relevant End User).

(ii) **CIP**

75% or more of all multicast services due to be provisioned within a month as determined in accordance with clause 2.1(e)(i) of this Annexure must be completed within the period specified in clause 2.1(e)(i) of this Annexure.

## 2.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of a Layer 2 Service, Bandwidth upgrade or multicast service; or
- (b) the Company is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to provision a Layer 2 Service, Bandwidth upgrade or multicast service,

will be added to the periods specified in 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 2.1(e) of this Annexure as applicable.

### 3. Customer Installation Experience Service Levels

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#### 3.1 Fibre Connections – Customer Satisfaction – RSP

The Company must achieve a Connection Satisfaction Score of 70% or more in a Quarterly Connection Satisfaction Survey completed in accordance with clauses 2.4 and 2.5 of this Schedule.

#### 3.2 Fibre Connections – Customer Satisfaction – CIP

The Company must achieve a Connection Satisfaction Score of 60% or more in at least one out of every two consecutive Quarterly Connection Satisfaction Surveys completed in accordance with clause 2.4 and 2.5 of this Schedule.

### 4. Layer 1 Service Availability

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#### 4.1 Layer 1 Service Availability – Average Downtime - CIP

The Layer 1 dark fibre service between the Premises or NBAP terminations and the CO fibre distribution frame (excluding the non-diverse Layer 1 Backhaul that serves the relevant POI Area) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

**Service Level:**

The Average Downtime per End User within each POI Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service must be  $\leq 2$  hours.

**Definition:**

*“Average Downtime per End User within each POI Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service” = A/B.*

**A** = the sum of the Downtime for all End Users within the relevant POI Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service; and

**B** = the average total number of End Users within the POI Area over the Availability Period.

## 4.2 Layer 1 and Layer 2 Fault Restoration - RSP

- (a) There are separate service levels for restoration of Bitstream 2 (**Consumer Services**) and all other Bitstream Services and Dark Fibre Services (**Enterprise Services**).
- (b) The Company must ensure that:
  - (i) Consumer Services are restored by the end of the day following the day on which Downtime is reported to the Company, including reporting by the Company's network surveillance and notification systems;
  - (ii) Enterprise Services for which Downtime is reported to the Company;
    - (A) Before midday are restored by 7pm on that day;
    - (B) After midday are restored by midday on the following day; and
    - (C) After 7pm are restored by 7pm the following day.
- (c) The Company must provide an enhanced Service Level for Bitstream Services and Dark Fibre Services of a prioritised response with a technician on site (either an exchange, cabinet or customer site) within 2 hours of a fault being logged with the Company's service company, which will be within 15 minutes of the Company receiving the fault and verifying the details. The enhanced Service Level is available 24 hours, 7 days a week, upon request by the RSP. Emergency and medical events will still take precedence; in accordance with the Company's restoration priorities and the TCF vulnerable end users' code.

## 5. Layer 2 Service Availability

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### 5.1 Layer 2 Service Availability – Average Downtime - CIP

The Layer 2 Service, between the ONT port and the CO (including the OLT, but excluding any Layer 1 Service and any non-diverse Layer 2 Backhaul that serves the relevant POI Area) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

#### Service Level:

The Average Downtime per End User within each POI Area in each Availability Period that is caused by a fault in the Layer 2 Service must be  $\leq 30$  minutes.

#### Definition:

*“Average Downtime per End User within each POI Area in the Availability Period that is caused by a fault in the Layer 2 Service” = A/B.*

**A** = the sum of the Downtime for all End Users within the relevant POI Area in the Availability Period that is caused by a fault in the Layer 2 service; and

**B** = the average total number of End Users within the POI Area over the Availability Period.

## 6. Layer 2 – Disconnections

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### 6.1 Disconnections – RSP

Each disconnection of a Connection must be completed within one Business Day following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the relevant End User).

### 6.2 Disconnections – CIP

75% or more of all disconnections of a Connection due to be made within a month in accordance with clause 6.1 of this Annexure must be completed within the period set out in clause 6.1 of this Annexure.

## 7. Layer 2 Traffic

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### 7.1 Layer 2 Traffic Service Levels

Each End User's traffic for point to point services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
<b>CIR Primary</b>	≤ 7 mS	≤ 1 mS	≤ 0.1%
<b>CIR Secondary</b>	≤ 12 mS	≤ 1 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

The CIR Primary measures apply unless the primary backhaul link has failed and the traffic has been transferred to a secondary link in which case the CIR Secondary measures apply. CIR Secondary measures apply for a maximum of 96 hours following the failure of the primary backhaul in a Candidate Area after which the Company must comply with the CIR Primary measure.

The traffic should be within these Service Levels for at least 99% of the time within the five minute measurement interval, otherwise the service is to be considered unavailable for that five minute interval.

### 7.2 End User traffic – GPON services

Each End User's traffic for GPON services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
<b>CIR Primary</b>	≤ 7 mS	≤ 3 mS	≤ 0.1%
<b>CIR Secondary</b>	≤ 12 mS	≤ 3 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

The CIR Primary measures apply unless the primary backhaul link has failed and the traffic has been transferred to a secondary link in which case the CIR Secondary measures apply.



CIR Secondary measures apply for a maximum of 96 hours following the failure of the primary backhaul in a Candidate Area after which the Company must comply with the CIR Primary measure.

At least 99% of the frames within the five minute measurement interval must be within the above Service Levels, otherwise the GPON service is to be considered unavailable for that five minute interval.

### 7.3 **Measurement of Layer 2 Traffic Service Level**

The Company must comply with the Layer 2 Traffic Performance Measurement and Reporting Regime.

## 8. **Co-location Provisioning Service Levels**

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8.1 The Company will provision the Standard Installation for the co-location Services in accordance with the following Service Levels:

(a) **Co-location Space Allocation**

(i) **New Interconnection Point**

Space, racks, power and tie cables at any new Interconnection Point will be provisioned by the Company within 20 Business Days following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the Company).

(ii) **Existing Interconnection Point**

Space, racks, power and tie cables at any Interconnection Point where the RSP already receives co-location services will be provisioned by the Company within 20 Business Days following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the Company).

(b) **Additional Tie Cables**

Additional tie cables will be provisioned by the Company within 20 Business Days following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the Company).

(c) **MOFDF Service Orders**

Work on the MOFDF (such as running cross patch jumpers but excluding jumpers that form part of an individual connection order from an RSP) will be provisioned by the Company within four Business Days following the Company's receipt of a properly completed order from an RSP (or such later date as agreed between the RSP and the Company).

8.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of a co-location service; or
- (b) the Company is, due to a Force Majeure Event, unable to access any location or Premises where physical access is required to provision a co-location service,

will be added to the periods specified in 8.1(a)(i), 8.1(a)(ii), 8.1(b) and 8.1(c) as applicable.

## 9. RSP Establishment Service Levels

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The on boarding process for RSPs (the **Process**) is set out in the Wholesale Services Agreement. The Company will establish RSPs on the Network in accordance with the following Service Levels:

### (a) Layer 1 RSP

The Company will, on receipt of a request from an RSP, establish the RSP on the Network and enable the RSP to provide access to Layer 1 services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS readiness) within that number of Business Days following the Company's receipt of a properly completed request from the RSP seeking such establishment that is specified in the Process for the items necessary for the establishment of the RSP.

### (b) Layer 2 RSP

The Company will, on receipt of a request from an RSP, establish the RSP on the Network and enable the RSP to provide access to Layer 2 Services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS readiness) within that number of Business Days following the Company's receipt from a properly completed request from the RSP seeking such establishment that is specified in the Process for the items necessary for the establishment of the RSP.

## 10. Backhaul Service Levels

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10.1 The Company must report quarterly to the PCG (in December, March, June and September) on Average Backhaul Downtime.

10.2 The Backhaul must meet the following minimum Service Levels:

**Maximum Average Backhaul Downtime** means nine hours and thirty minutes. This is the average downtime of all Chorus backhaul across the whole of the Chorus network calculated as at November 2016 over the preceding 12-month period.

**Average Backhaul Downtime** means the average amount of time (over the preceding 12-month period), measured in minutes, that Backhaul is unable to provide service (but excluding time that Backhaul is unable to provide service as a result of Force Majeure Events) measured as  $A/B$  where:

**A** = the sum of all downtime on Backhaul (excluding downtime caused by Force Majeure Events)

**B** = the number of times that Backhaul is subject to downtime.

Where there is a diverse link, then all links must be unavailable before downtime is counted towards the Average Backhaul Downtime.

### 10.3 Backhaul – Maximum Downtime – CIP:

- (a) The Company must use all reasonable endeavours to restore any fault in or failure of any Backhaul as soon as practicable, but in any event the Average Backhaul Downtime must not exceed the Maximum Average Backhaul Downtime.
- (b) If the Average Backhaul Downtime exceeds the Maximum Average Backhaul Downtime (**Backhaul Restore Excessive Delay**), then the Company must, within one month of the Backhaul Restore Excessive Delay occurring, provide CIP with a written report (**Restoration Report**) explaining the reason for the Backhaul Restore Excessive Delay, and the steps the Company will take to prevent a Backhaul Restore Excessive Delay reoccurring.
- (c) If the Company does not provide a Restoration Report that is satisfactory to CIP (acting reasonably), or there are three or more Backhaul Restore Excessive Delays over a 12-month period, then CIP may request a Remedial Plan to be prepared in accordance with clause 17 of the Base Agreement.

## 11. Service Level Extensions

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### 11.1 Subject to clause 11.2, the Company Service Level response times set out in this Annexure 1 shall be extended in the following circumstances:

- (a) satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the Company's control;
- (b) satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the RSP, required to complete the service;
- (c) acts or omissions of RSPs that prevent the Company from meeting a Service Level (unless the RSP has received the Company's prior approval for such act or omission);
- (d) acts or omissions of End Users that prevent the Company from meeting a Service Level (unless the End User has received the Company's prior approval for such act or omission);
- (e) any period of extension agreed with the relevant End User; and
- (f) A Force Majeure Event prevents satisfaction of the Service Level, including, for the avoidance of doubt, any Force Majeure Event affecting a Subcontractor or supplier of the Company which, if it occurred in relation to the Company, would have been a Force Majeure Event (as referenced in clause (g) of the definition of "Force Majeure" in this Agreement),

each a **Service Impairment**.

### 11.2 Any Service Level extension under clause 11.1:

- (a) will be limited to the time that the Service Impairment continues to prevent or make illegal the Company's performance of the applicable Service Level; and
- (b) is subject to the Company promptly taking all reasonable steps, in accordance with Best Industry Practice, to eliminate or avoid the Service Impairment and mitigate its effect; and

- (c) in relation to any Service Level extension under clause 11.1(a) to (e) only, will not be given to the extent the Service Impairment is caused or contributed to by the Company or its Subcontractors' acts or omissions, the acts or omissions of any supplier of the Company, or any person within the control or under the responsibility of the Company.

## Annexure 2: Service Default Payments

### Service Default Payments

The following table specifies the Service Default Payments payable to CIP by the Company. Those Service Levels identified as “RSP” are not payable to CIP, but the Company must pay the Service Default Payments to the relevant RSP in accordance with the relevant Wholesale Services Agreement. The remaining Service Default Payments (being those payments connected with Service Levels identified as “CIP”) are payable to CIP and/or the Crown in accordance with clause 6.4(b) of the Base Agreement.

Service Level (references are to clauses in Annexure 1)	Service Default Payments
<b>Dark fibre access provisioning Service Levels</b>	
1.2(a)(i)(A) - Fibre Connection (including NBAPs)- RSP	One month's rental fee for the relevant service(s) each time provisioning is not completed on the date agreed in 1.2(a)(i) (A)of Annexure 1 of this Schedule.
1.2(a)(ii)(A) – Fibre Connection (excluding NBAPs) - CIP	One month's rental fee for the relevant service(s) per Connection that is not scheduled within the timeframe specified in clause 1.2(a)(ii)(A)of Annexure 1 of this Schedule.
1.2(a)(ii)(B)– Fibre Connection (excluding NBAPs) - CIP	0.5% of the annual rental fee for Layer 1 and Layer 2 Services in the UFB2 Coverage Area.
<b>Layer 2 Service provisioning Service Levels</b>	
2.1(a)(i)(A) – Layer 2 Services (including NBAPs) – RSP	One month's rental fee for the relevant service(s) each time the provisioning is not completed within the timeframe specified in clause 2.1(a)(i)(A).
2.1(a)(i)(B) – Layer 2 Services (including NBAP) – RSP	One month's rental fee for the relevant service(s) each time the provisioning is not completed within the timeframe specified in clause 2.1(a)(i)(B).
2.1(a)(ii) – Layer 2 Services (excluding NBAP) – CIP	0.5% of the annual rental fee for Layer 1 and Layer 2 Services in the UFB2 Coverage Area.
2.1(c)(i) - Bandwidth upgrade of Layer 2 Services - RSP	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(c)(ii) – Bandwidth upgrade of Layer 2 Services - CIP	0.5% of the annual rental fee for Layer 2 service(s) in the UFB2 Coverage Area.
2.1(d) - Multicast - RSP	10% of the applicable monthly rental fee for the service per complete business day that the service is late (capped at one month's rental).
2.1(e)(ii) – Multicast - End User – CIP	0.5% of the annual rental fee for the Layer 2 service(s) in the UFB2 Coverage Area.
<b>Customer Installation Experience Service Levels</b>	
3.2 - Fibre Connections – Customer Satisfaction – CIP	0.25% of the annual rental fee for the Layer 1 and Layer 2 services in the UFB2 Coverage Area.

Service Level (references are to clauses in Annexure 1)	Service Default Payments
<b>Layer 1 Service Availability Service Levels</b>	
4.1 Layer 1 Service Availability – Average Downtime - CIP	0.5% of annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB2 Coverage Area.
4.2 (b) - Layer 1 and Layer 2 Fault Restoration standard service level - RSP	One month's rental fee for the relevant service(s) each time a standard Restoration Service Level is not achieved.
4.2 (c) - Layer 1 and Layer 2 Fault Restoration enhanced service level - RSP	Two month's rental fee for the relevant service(s) each time an enhanced Restoration Service Level is not achieved.
<b>Layer 2 Service Availability Service Levels</b>	
5.1 Layer 2 Service Availability – Average Downtime - CIP	0.5% of annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB2 Coverage Area.
<b>Layer 2 - Disconnections Service Levels</b>	
6.1 – Layer 2 Disconnections – RSP	10% of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete three-hour period that the disconnection is late (capped at one month's rental).
6.2 – Layer 2 Disconnections – CIP	0.5% of the annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB2 Coverage Area.
<b>Co-location Service Levels</b>	
8.1(a)(i) – Co-location Space Allocation (New Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 Business Days (or part thereof) that the service is late (capped at one month's rental).
8.1(a)(ii) – Co-location Space Allocation (Existing Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 Business Days (or part thereof) that the service is late (capped at one month's rental).
8.1(b) – Additional Tie Cables	25% of the applicable monthly rental fee for the new tie cable capacity for every 5 business days (or part thereof) that the service is late (capped at one month's rental).
8.1(c) – MOFDF Service Level	10% of the applicable service fee charged by the Company for the service for every complete hour that the service is late (capped at one month's rental).
<b>RSP Establishment</b>	
9.1(a) – Layer 1 RSP	<ul style="list-style-type: none"> <li>(i) \$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and</li> <li>(ii) \$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).</li> </ul>
9.1(b) – Layer 2 RSP	<ul style="list-style-type: none"> <li>(i) \$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and</li> <li>(ii) \$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).</li> </ul>



## Annexure 3: Connection Satisfaction Survey

### Project Install Experience Questionnaire (PN 109107898)

#### INSERT CONTACT DETAILS

- Name
- Telephone
- RSP
- Contact
- Residence type

#### INTRODUCTION

##### CATI:

- Good Afternoon my name is \*\*\* from Colmar Brunton, the market research company. May I please speak to (insert named contact)?

##### IF UNAVAILABLE - ARRANGE TO CALL BACK. RE-INTRODUCE IF NECESSARY

- You recently had a fibre broadband service installed. We are calling on behalf of Chorus who did the installation to get some feedback on your experience. If you qualify for the survey it will take around 10 minutes to complete. You will also have the option of completing it online, which will take you around 5 minutes. If you complete the survey, either on the phone, or online you will go into the draw to win \$500, but first I need to ask a few questions to make sure that you qualify.

QS1. Did you get fibre broadband installed...? READ OUT

At home → GO TO QS2	1
At work	2
At a home business →GO TO QS2	3

IF AT WORK ONLY AT QS1 SAY:

QS1a. I'm sorry, but at this stage we are only collecting information on people's experiences with having fibre broadband installed at home. However, we will be conducting a survey on business installs at some point in the future, would you be interested in taking part in this research?

Yes	1
No	2

THANK AND CLOSE

IF BOTH AT HOME AND AT WORK AT QS1 SAY:

Today we are asking about people's experiences with having fibre broadband installed at home. For the rest of this survey, please think about your experience of having fibre broadband installed at your home.



QS2. Can I please double check that you are the person who remained at home during the installation?

Yes → CONTINUE SKIP S2b	1
No → RECORD AND REINTRODUCE	2

ASK IF NO AT QS2

S2b. Is this person available to do the survey now?

Yes RE-INTRODUCE AND CONTINUE	1
No ASK FOR APPOINTMENT	2

Great, you are the person we are looking to talk to today. The survey should take about 10 minutes to complete, and we can interview you over the phone or send you a link to complete the survey online in your own time. Which would you prefer?

**IF ONLINE:**

Collect email contact details

**IF PHONE:**

Is now a convenient time to go through the survey with you?

**MAKE APPOINTMENT IF NECESSARY**

**ONLINE INTRO**

Today we are talking about your experience with the recent installation of fibre broadband at your home. We would like to talk to the person who remained home during the installation, if this isn't you please pass this survey on to them. *Please click on the next button to continue*

**Just a couple of quick questions before we start.**

**ASK IF CODE 3 NOT SELECTED AT QS1**

S3. Firstly, do you have your own business that you operate from home?

**ONLINE:** Please select one only

Yes	1
No	2

**PRE INSTALLATION**

**INFORMATION AND ADVICE BEFORE INSTALLATION**

Thinking back to before you had fibre broadband installed, and the information and advice that you were given:

Q1a. **CATI:** Using a scale of 1 to 10, where 1 means strongly disagree and 10 means strongly agree, How strongly do you agree or disagree that...: READ OUT

Information on how to get fibre was easy to find	1
Information on how to get fibre was easy to understand	2
You were given a realistic picture of the installation process	3
You were able to speak to someone knowledgeable about fibre	4
Your personal information was known – you did not have to repeat yourself	5
Ordering fibre was simple	6

Strongly disagree

Strongly agree

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

Q1b. Overall, how satisfied were you with the information and advice that you received before the installation?

**CATI:** Using a scale of 1 to 10, where 1 means extremely dissatisfied and 10 means extremely satisfied,

Extremely dissatisfied					Extremely satisfied				
1	2	3	4	5	6	7	8	9	10

don't know

**APPOINTMENTS**

Q2a. Did you receive a confirmed date for when an installer would come to your home to agree an installation plan?

Yes	1
No	2
<b>Don't know</b>	3

Q2b. Did you receive a confirmed date for when an installer would come to your home to connect your fibre?

Yes	1
No	2
<b>Don't know</b>	3

IF YES OR DON'T KNOW AT Q2 ASK Q4a – Q4b

Q4a. Did you have an appointment date that was changed?

**CATI:** Read out top 3 if yes ALLOW MULTIPLE RESPONSES

**ONLINE:** Please select all that apply

Yes it was rescheduled with enough notice	1
<b>Yes it was rescheduled with not enough notice</b>	2
<b>Yes it was rescheduled multiple times</b>	3
<b>Yes, I changed the appointment date</b>	
<b>No it was not rescheduled</b>	4
<b>Don't know CATI: Do not read out</b>	5

Q4b. Did the technician turn up at the scheduled time? MULTI RESPONSE

**CATI:** Do not read out

Yes	1
No	2
<b>Don't know</b>	3

Q5. Overall, how satisfied were you with the appointment setting process?

**CATI:** Using a scale of 1 to 10, where 1 means extremely dissatisfied and 10 means extremely satisfied

Extremely dissatisfied					Extremely satisfied				
1	2	3	4	5	6	7	8	9	10

don't know

Q6. thinking about the number of days it took from when you ordered fibre broadband to when Chorus turned up to install it, was that...

**CATI:** READ OUT

**ONLINE:** Please select one only

Longer than you expected	1
About the same amount of time you expected	2
Faster than you expected	3
<b>Don't know CATI: Do not read out</b>	

## INSTALLATION

We would now like to ask you some questions about the actual installation of fibre broadband at your home.

### INSTALLER PERFORMANCE

Q7. Thinking about the main person that you dealt with during the installation of your fibre broadband, **CATI:** *Using a scale of 1 to 10, where 1 means strongly disagree and 10 means strongly agree, how strongly do you agree or disagree that they...:* READ OUT

Was well-presented, courteous and professional
Called ahead to confirm time of arrival
Took the time to explain the installation process, and understand any concerns or needs you had
Explained what would happen outside and inside your home
Provided options, such as where fibre could be installed both inside and outside your house
Kept you well informed of progress at all stages during the installation process
Had the knowledge to answer your questions and provide advice
Came prepared - had all the necessary equipment to complete the job
Took ownership of the success of the installation and ensured you had a fully working solution before leaving

Strongly disagree

Strongly agree

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

Q8. Overall, how satisfied were you with the job the technician did installing your new fibre broadband connection?

**CATI:** *Using a scale of 1 to 10, where 1 means extremely dissatisfied and 10 means extremely satisfied,*

Extremely dissatisfied

Extremely satisfied

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

### TOTAL INSTALLATION

Thinking now about the entire process of having fibre broadband installed at your home, before, during and after the installation, and how you felt during this process.

#### OVERALL SENTIMENT

Q9a. Select the one word that best describes how you felt.

**[ONE CODE ONLY. RANDOMISE WORDS]** READ OUT

In control	01
Reassured	02
Concerned	03
Confused	04

Q9b. Which one of these best describes how you felt?

**[ONE CODE ONLY. RANDOMISE WORDS]** READ OUT

Excited	01
Informed	02
Anxious	03
Frustrated	04

Q9C. And which one of these best describes how you felt?

**[ONE CODE ONLY. RANDOMISE WORDS]** READ OUT

Confident	01
Respected	02
Uninformed	03
Angry	04

Q9D. Was the level of contact and communication you received throughout the whole process ...? READ OUT

**ONLINE:** Please select one only

Not enough	1
About right	2
Too much	3
Don't know DO NOT READ OUT	4

### OVERALL SATISFACTION

Q10. Based on your experience overall, how satisfied are you with the process of installing fibre broadband with (INSERT RSP)?

**CATI:** Using a scale of 1 to 10, where 1 means extremely dissatisfied and 10 means extremely satisfied,

Extremely dissatisfied Extremely satisfied

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

Q11. And using the same scale, how satisfied are you with the overall performance of your fibre broadband since it was installed?

Extremely dissatisfied Extremely satisfied

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

Q12. Using a scale of 0 to 10, where 0 means you would definitely not recommend it, and 10 means you would definitely recommend it, how likely would you be to recommend getting fibre broadband installed to people you know?

I would definitely not recommend it I would definitely recommend it

0	1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	---	----

don't know

ASK ALL:

Q13. Why do you say that?

Q14. And how much do you agree or disagree that (insert RSP) and Chorus worked together well to ensure everything went smoothly.

**CATI:** Using a scale of 1 to 10, where 1 means strongly disagree and 10 means strongly agree

Strongly disagree Strongly agree

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

don't know

Q15. Overall, how much effort did you personally have to put forth to have fibre broadband installed at your home?

**CATI:** READ OUT

**ONLINE:** Please select one only

Very low effort	1
Low effort	2
Neutral	3
High Effort	4
Very high effort	5

Q16. and was this...

Less effort than you were expecting to put forth	1
About the same amount of effort you were expecting to put forth	2
More effort than you were expecting to put forth	3

## PERSONAL DEMOGRAPHICS

Now a few questions about you...

R3. Are you .....? Please select one only CODE DIRECTLY IF CATI

Male	1
Female	2

R4. Which of these age groups do you fit into? Please select one only READ OUT

16 – 19 Years Old	3
20 – 24 Years Old	4
25 – 29 Years Old	5
30 – 39 Years Old	6
40 – 49 Years Old	8
50 – 59 Years Old	10
60 – 69 Years Old	12
70+ Years Old	14
Would prefer not to say <b>CATI:</b> Do not read out	15

QRC. Would you be happy to be contacted again by us to take part in further research about your experience?

Yes	1
No	2

QRC2. And finally, would you be happy for us to pass your responses back to [INSERT RSP], who may wish to contact you to discuss your experience?

Yes	1
No	2

– CATI: IF YES AT QRC OR QRC2 CONFIRM NAME AND PHONE NUMBER:

NAME: [INSERT FROM SAMPLE]

PHONE NUMBER: [INSERT FROM SAMPLE]

## END

**ONLINE:** That's the end of the survey, thank you for your time today. It's great that you've taken the time to share your views with us and help (RSP) improve the installation experience for their customers. Your feedback really makes a difference.

You may now close your browser.

**CATI:** As I said before, my name is \*\*\* from Colmar Brunton Research.  
Thank you that's all the questions I have for you today. It's great that you've taken the time to share your views with us and help (RSP) improve the installation experience for their customers. Your feedback really makes a difference.  
If you have any further questions, please feel free to contact my supervisor on 0508 SURVEY.  
(0508 787 8 39)  
Good Bye

## Annexure 4: POI Areas

### Part A: List of Network Stages and corresponding POI Areas

POI Area	Candidate Area	Premises
Ashburton	Methven	788
Ashburton	Lake Hood	86
Ashburton	Rakaia	553
Auckland	Helensville/Parakai	1,401
Auckland	Waimauku	396
Auckland	Snells Beach	2,138
Auckland	Muriwai Beach	577
Auckland	Tuakau	1,574
Auckland	Waiatarua	802
Auckland	Warkworth	1,725
Auckland	Parau	1,297
Auckland	Pukekohe	165
Auckland	Wellsford	819
Auckland	Waiau Beach	547
Auckland	Piha	735
Auckland	Omaha	1,252
Auckland	Anselmi Ridge Rd	84
Auckland	Auckland Zone	1,490
Auckland	Fred Taylor Rd	66
Auckland	Matakana Village	125
Auckland	Brigham Creek Rd	33
Auckland	Waiheke	292
Blenheim	Picton	2,208
Blenheim	Renwick	923
Blenheim	Blenheim	258
Blenheim	Blenheim Riverlands	60
Blenheim	Blenheim Roselands Commercial	2
Blenheim	Havelock	287
Christchurch	Southbridge	343
Christchurch	Leeston	716
Christchurch	Christchurch - Lincoln	143
Christchurch	Christchurch - Rangiora	61
Christchurch	West Melton	49
Christchurch	Christchurch - Woodend	74
Christchurch	Waikuku Beach	404
Christchurch	Darfield	1,044
Christchurch	Akaroa	924
Christchurch	Amberley	789
Christchurch	Diamond Harbour	804
Christchurch	Oxford	693

POI Area	Candidate Area	Premises
Christchurch	Cheviot	210
Christchurch	Culverden	189
Christchurch	Kaikoura	1,377
Dunedin	Balclutha	2,056
Dunedin	Milton	1,010
Dunedin	Dunedin	479
Dunedin	Outram	275
Dunedin	Waikouaiti	751
Gisborne	Ruatoria	188
Gisborne	Tologa Bay	145
Gisborne	Gisborne	123
Greymouth	Hokitika	1,552
Greymouth	Runanga	578
Greymouth	Reefton	545
Greymouth	Westport Urban	2,370
Hamilton	Thames	3,112
Hamilton	Hamilton - Horotiu	192
Hamilton	Hamilton - Whatawhata	336
Hamilton	Hamilton - Rukuhia	281
Hamilton	Hamilton - Taupiri	168
Hamilton	Hamilton - Ohaupo	182
Hamilton	Te Puru	269
Hamilton	Te Kauwhata	554
Hamilton	Temple View	207
Hamilton	Coromandel	791
Hamilton	Matamata	3,097
Hamilton	Pirongia	421
Hamilton	Ngatea	549
Hamilton	Taumarunui	2,342
Hamilton	Morrinsville	2,981
Hamilton	Te Aroha	1,901
Hamilton	Te Kuiti	1,792
Hamilton	Paeroa	1,921
Hamilton	Otorohanga	1,264
Hamilton	Turangi	2,080
Hamilton	Piopio	196
Invercargill	UFB 1 Fringe: Otatara	1,114
Invercargill	Te Anau	1,821
Invercargill	Winton	1,268
Invercargill	Riverton West	1,496
Invercargill	Bluff	1,202
Levin	Foxton	2,763
Levin	Shannon	702
Masterton	Carterton	2,046
Masterton	Greytown	1,167



POI Area	Candidate Area	Premises
Masterton	Featherston	1,116
Masterton	Martinborough	918
Napier	UFB 1 Fringe: Clive Beach/Bay View	1,682
Napier	Waipawa/Waipukurau	2,558
Napier	Dannevirke	2,484
Napier	Wairoa	1,838
Napier	Otane	238
Napier	Awatoto Industrial	41
Napier	Napier-Hastings	154
Napier	Wall Rd	30
Nelson	Ruby Bay	748
Nelson	Motueka	2,899
Nelson	Kaiteriteri	416
Nelson	Takaka	549
Nelson	Wakefield/Brightwater	1,369
Nelson	Murchison	242
Nelson	Nelson The Brook	132
New Plymouth	Opunake	778
New Plymouth	Manaia	626
New Plymouth	Patea	486
New Plymouth	Okato	234
New Plymouth	Urenui	167
Oamaru	UFB 1 Fringe: Weston	396
Palmerston North	Palmerston North	101
Palmerston North	Summerhill	1,171
Palmerston North	Marton	2,346
Palmerston North	Ashhurst	1,113
Palmerston North	Feilding	28
Palmerston North	Taihape	916
Palmerston North	Bulls	786
Palmerston North	Woodville	820
Palmerston North	Ohakune	1,144
Palmerston North	Pahiatua	1,268
Palmerston North	Raetihi	532
Paraparaumu	Otaki	2,998
Paraparaumu	Kapiti	181
Paraparaumu	Pukeko St Area	13
Queenstown	Cromwell	2,395
Queenstown	Wanaka/Lake Hawea	4,695
Queenstown	Alexandra	2,437
Queenstown	Arrowtown/Lake Hayes Estate	1,869
Queenstown	Arthurs Point	310
Queenstown	Queenstown	164
Queenstown	Jacks Point	269
Queenstown	Clyde	797

POI Area	Candidate Area	Premises
Queenstown	Roxburgh	367
Rotorua	Murupara	744
Rotorua	Hinemoa Point	57
Rotorua	Fairy Springs Road	33
Rotorua	Rotorua	52
Taupo	Taupo	101
Taupo	Taupo Airport	1
Tauranga	UFB 1 Fringe: Te Puna	678
Tauranga	Waihi town & Beach	4,908
Tauranga	Maketu	453
Tauranga	Whitianga	3,129
Tauranga	Paengaroa	215
Tauranga	Whangamata	4,172
Tauranga	Tairua	3,783
Timaru	Temuka	1,996
Timaru	Lake Tekapo	513
Timaru	Geraldine	1,447
Timaru	Pleasant Point	546
Timaru	Twizel Community	1,448
Timaru	Waimate	1,775
Wellington	Alexander Rd	45
Wellington	Ward Street	1
Wellington	Wellington Zone	321
Wellington	Racecourse Rd	3
Whakatane	Opotiki	1,621
Whakatane	Ohope/Coastlands	1,935
Whakatane	Kawerau	2,712
Whakatane	Matata	303
Whakatane	Edgecumbe	652
Whangarei	Moerewa/Kawakawa	1,010
Whangarei	Kerikeri	2,540
Whangarei	Kaikohe	1,543
Whangarei	Kaitaia	2,041
Whangarei	Paihia	1,314
Whangarei	Russell	615
Whangarei	Ahipara	534
Whangarei	Taipa Bay-Mangonui	1,388

## Part B: Premises per POI Area

POI Area	Total Premises
Ashburton	1,427
Auckland	15,518
Blenheim	3,738
Christchurch	7,820
Dunedin	4,571
Gisborne	456
Greymouth	5,045
Hamilton	24,636
Invercargill	6,901
Levin	3,465
Masterton	5,247
Napier	9,025
Nelson	6,355
New Plymouth	2,291
Oamaru	396
Palmerston North	10,225
Paraparaumu	3,192
Queenstown	13,303
Rotorua	886
Taupo	102
Tauranga	17,338
Timaru	7,725
Wellington	370
Whakatane	7,223
Whangarei	10,985
<b>Grand Total</b>	<b>168,240</b>