

# **Standard Terms Determination for Chorus’ Unbundled Bitstream Access Service**

## **Schedule 2: UBA Price List**

**Date of determination:** 12 December 2007

Updated to incorporate Commerce Commission decisions, amendments, and clarifications through to 16 December 2022

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## 1. Introduction

- 1.1 This schedule sets out the Charges<sup>1</sup> for the UBA Service and provides a mechanism to make adjustments to the Charges for Service Components.<sup>2</sup>
- 1.2 References to clauses or sections are references to clauses or sections in this UBA Price List unless expressly provided otherwise. The definitions set out in the UBA General Terms, the UBA Service Description and the UBA Operations Manual apply to the extent that they are not expressly modified by, or inconsistent with, the context of this UBA Price List.

## 2. Charges

- 2.1 All Prices<sup>3</sup> are listed under the “Charge” column for each Service Component.
- 2.2 Charges for UBA Service Components are described as being either a Core ('C') or Sundry ('S') Charge.
- 2.3 **Core Charges** are for the core components of the UBA Service.
- 2.4 **Sundry Charges** are for other components of the UBA Service.
- 2.5 Prices for Service Components are either:
- 2.5.1 fixed; or
  - 2.5.2 calculated; or
  - 2.5.3 expressed as "Price on application" (**POA**). Prices that are POA must reflect the underlying cost of providing the resources and project management skills required to provide the Service Component.
- 2.6 For all Service Components that are POA, Chorus must, if requested by the Access Seeker, use all reasonable endeavours to provide the Access Seeker with two or more competitive quotes.
- 2.7 Charges will become due and payable and will be invoiced in the manner described in the “Charge invoiced” column for each Service Component.
- 2.8 The provisions in the UBA General Terms relating to invoicing and payment of Charges apply.

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<sup>1</sup> **Charge** is defined in the UBA General Terms as “all or (as the context requires) any amounts payable by the Access Seeker under the UBA Terms.” Charges in this schedule exclude GST.

<sup>2</sup> **Service Component** means a component of the UBA Service, described in the rows of tables 1-3 below. Each Service Component has a description of the service, a Price Change Mechanism, invoicing detail and a Charge, which is identified as either Core or Sundry. Individual Service Components are referred to by the numerical reference number at the start of the row in which the Service Component is described.

<sup>3</sup> **Price** in this document means the dollar amount(s) attributed to a Service Component. A Price becomes a Charge when the Access Seeker requests/receives the Service. Prices in this schedule exclude GST.

- 2.9 All adjustments to Prices must be done in accordance with the relevant Price Change Mechanism listed in the “Price Change Mechanism” column for each Service Component.
- 2.10 Any adjustments to Charges for Service Components must be approved by the Commission.
- 2.11 Service Components 2.1 – 2.8 include the UCLL Uplift Service Component (UBA Service Component 2.16).<sup>4</sup> Chorus may not assess a separate Charge to the Access Seeker or any other party that includes the costs of Chorus’ full unbundled copper local loop network for that line and must, if the non-UBA Service being purchased by the Access Seeker or other party includes such costs, deduct such costs from the Charge for the other Service.
- 2.12 For Service Components 2.9 – 2.10 (1GigE handover connections), the Price for multiple orders is capped at the relevant Price for a 10GigE capacity handover (Service Component 2.14) at each handover location.

### 3. Adjustment to Charges

- 3.1 Chorus must, subject to the approval of the Commission, increase or decrease Prices as follows:

- 3.1.1 Each year on or before 1 November, or such other date approved by the Commission in a particular year, Chorus must calculate adjustments to the Prices relating to those Service Components where this clause is the prescribed Price Change Mechanism below. Those adjustments must be by an amount equivalent to the percentage change (up or down) for the previous year in the Consumers Price Index (All Groups) Series Reference CPIQ.SE9A as published by Statistics New Zealand.<sup>5</sup>

For the purpose of this clause 3.1.1 the annual percentage change between the previous year’s September index number and the current year’s September index number must be used.<sup>6</sup>

- 3.1.2 When adjusting Prices under clause 3.1.1, Chorus must review all Service Components which are POA and calculate a fixed Price where this is practicable.

- 3.2 Once an adjustment or new fixed Price has been calculated under clause 3.1, Chorus must give notice to the Commission of the adjustment. The notice must include:

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<sup>4</sup> UCLL was removed from Schedule 1 of the Act on 1 January 2020. UCLL Uplift refers to the Year 5 regulated price of UCLL, which is \$31.68.

<sup>5</sup> As required by s 69AG(6) of the Act. This requirement was inserted by the Telecommunications (New Regulatory Framework) Amendment Act 2018.

<sup>6</sup> Under the Act, an **annual CPI adjustment** means, in relation to a price, an annual adjustment to the price that is equal to any percentage movement in the CPI as measured between– (a) the CPI for the quarter that ended most recently before the price adjustment; and (b) the CPI for the equivalent quarter in the preceding year.

- 3.2.1 the figures used in the calculation for the adjustment; and
- 3.2.2 the calculations undertaken for the adjustment.
- 3.3 The Commission must approve or decline a proposed adjustment notified by Chorus under clause 3.1.2 within 20 Working Days.
- 3.4 After an adjustment has been approved by the Commission, Chorus must:
  - 3.4.1 notify Access Seekers of the adjustment; then
  - 3.4.2 activate the new Charge arising from the adjustment in its billing systems as at 16 December of the applicable year.

## Tables of UBA Charges

### 1. UBA Service Transaction Charges

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
1.1 UBA Service New Connection, any instance	The establishment of a new Service instance of the UBA Service (ie, there is no UBA change plan).  The UBA Service is without POTS and where the upstream speed is unrestricted	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No site visit required (remote connection):  \$8.53  Or  Exchange or cabinet visit required: \$55.64  Or  Site visit required: \$161.05
[Original 1.2 – 1.8 deleted]					
1.9 Other broadband service (including UBS) to any UBA Service change plan	The change plan of an End User from broadband services (other than the UBA Service) provided over Chorus' Network to any UBA Service, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or  Port change at the DSLAM: \$55.64
1.10 Any UBA Service to any other UBA service change plan	The change plan of an End User from any UBA Service to any other UBA service (including, until three years after Separation Day, any change to a UBA Service with or without POTS), as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or  Port change at the DSLAM: \$55.64
[Original 1.11 – 1.30 deleted and replaced with 1.9 and 1.10]					
1.31 Transfer of Basic UBA Service from an Access Seeker to a Basic UBA Service with another Access Seeker	The transfer of a Basic UBA Service with one Access Seeker to a Basic UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or  Port change at the DSLAM: \$55.64

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
1.32 Transfer of Basic UBA Service from an Access Seeker to an Enhanced UBA Service with another Access Seeker	The transfer of a Basic UBA Service with one Access Seeker to an Enhanced UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or Port change at the DSLAM: \$55.64
1.33 Transfer of Enhanced UBA Service from an Access Seeker to a Basic UBA Service with another Access Seeker	The transfer of an Enhanced UBA Service with one Access Seeker to a Basic UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or Port change at the DSLAM: \$55.64
1.34 Transfer of Enhanced UBA Service from an Access Seeker to an Enhanced UBA Service with another Access Seeker	The transfer of an Enhanced UBA Service with one Access Seeker to an Enhanced UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or Port change at the DSLAM: \$55.64
1.35 Transfer of other broadband service from an Access Seeker to a Basic UBA Service with another Access Seeker	The transfer of a broadband service (other than the UBA Service) provided over Chorus' Network with one Access Seeker to a Basic UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or Port change at the DSLAM: \$55.64
1.36 Transfer of other broadband service from an Access Seeker to an Enhanced UBA Service with another Access Seeker	The transfer of a broadband service (other than the UBA Service) provided over Chorus' Network with one Access Seeker to an Enhanced UBA Service with another Access Seeker, as authorised by the End User	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No port change at the DSLAM: \$8.53  Or Port change at the DSLAM: \$55.64

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
1.37 Exception to BAU Order	Project management and additional transaction resources for coordination of new connection and/or transfers of UBA Service defined as Exception to BAU Orders in the UBA Operations Manual	S	Following notification by Chorus of completion of Order	Clause 3.1.1	Price on Application ( <b>POA</b> )  Pricing to reflect underlying costs in additional resources and project management taking into account costs for each transaction
1.38 Multiple Order for a single End User support	Project management and additional transaction resources for coordination of multiple Orders or 10 or more connections for a single End User (see full requirements in UBA Operations Manual)	S	Following notification by Chorus of completion of Order	Clause 3.1.1	Price on Application ( <b>POA</b> )
1.39 UBA Service Relinquishment	Where the Access Seeker terminates supply of the UBA Service in respect of a particular Access Seeker's End User. This entails Chorus updating its records and billing. Chorus may either physically disconnect the UBA at any point between the exchange and the End User's premises or leave the MPF circuit intact	C	Following notification by Chorus of completion of Order	None	\$0.00
1.40 UBA Service Move Address	The Prices for this Service Component are in three categories: Connection only, connection and wiring, and Modem installation	C	Following notification by Chorus of completion of Order	Clause 3.1.1	No site visit required (remote connection): \$8.53  Or  Exchange or cabinet visit required: \$55.64  Or  Site visit required: \$161.05



Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
1.41 Data Interleaving Toggle	This is the switching of the data interleaving. The default setting is on for the Basic Service and high for Enhanced Services. End Users can ask their Access Seeker to have interleaving turned off (for the Basic Service) or low (for Enhanced Services) in relation to services provided over the UBA Service	C	Following notification by Chorus of completion of Order	Clause 3.1.1	\$8.53
1.42 Access Seeker Handover Connection Installation – GigE or 10GigE capacity. Basic UBA Service only	Standard installation of a Handover Connection– GigE or 10GigE capacity	S	On completion of installation	Clause 3.1.1	\$643.19
1.43 Access Seeker Handover Connection Installation – GigE or 10GigE capacity. Enhanced UBA Services only	Standard installation of a Handover Connection– GigE or 10GigE capacity	S	On completion of installation	Clause 3.1.1	\$643.19
1.44 Access Seeker Handover Connection Installation – STM1 capacity	Standard installation of a Handover Connection – STM1 capacity	S	On completion of installation	Clause 3.1.1	\$643.19
1.45 Access Seeker Handover Connection Installation – STM4 capacity	Standard installation of a Handover Connection – STM4 capacity	S	On completion of installation	Clause 3.1.1	\$643.19
1.46 Relinquishment of Access Seeker Handover Connection	Relinquishment of an existing Access Seeker Handover Connection. Price covers time and materials to remove existing Handover Connection and associated cables and equipment	S	On completion of relinquishment	None	Price on Application ( <b>POA</b> )  Basis for determining the Price is based on recovery of costs incurred (including contribution towards common costs unless already recovered)

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
1.47 Handover Fibre Installation	Chorus installing the Access Seeker's Handover Fibre between the exchange manhole and the OFDF. (See full requirements in UBA Operations Manual)	S	Following notification by Chorus of completion of Order	None	Price on Application ( <b>POA</b> )  Basis for determining the Price is based on recovery of costs incurred (including contribution towards common costs unless already recovered)
1.48 Re-mapping Design	Design plan to reconfigure the affected network elements to map to the new Handover Point	S	Following notification by Chorus of completion of Order	Clause 3.1.1	\$2,440.60
1.49 Access Re-Mapping	Changes to each UBA Service connection to correctly map and the new Handover Point	S	Following notification by Chorus of completion of Order	Clause 3.1.1	\$1.46 per End User that requires re-mapping
1.50 Wiring and modem installation	On-premises wiring and/or modem installation required	S	Following notification by Chorus of completion of Order	Clause 3.1.1	Wiring:  \$57.93 per hour plus actual cost of materials  Modem installation:  \$46.63

## 2. UBA Service Recurring Charges

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
2.1 Basic UBA Service Full Speed/Full Speed Service without POTS	Standard Service for Basic UBA Full Speed/Full Speed without POTS	C	Monthly in advance	Clause 3.1.1	\$12.18 + UCLL Uplift (Service Component 2.16)
2.2 Basic UBA Service Full Speed/Full Speed Service with POTS	Standard Service for Basic UBA Full Speed/Full Speed with POTS	C	Monthly in advance	Clause 3.1.1	\$12.18 + UCLL Uplift (Service Component 2.16)
2.3 40 kbps Enhanced UBA Service without POTS. The real time class of service profile is 40kbps	Standard Service for the 40 kbps Enhanced UBA Service without POTS. The real time class of service profile is 40 kbps	C	Monthly in advance	Clause 3.1.1	\$14.78 + UCLL Uplift (Service Component 2.16)
2.4 90 kbps Enhanced UBA Service without POTS. The real time class of service profile is 90 kbps	Standard Service for the 90 kbps Enhanced UBA Service without POTS. The real time class of service profile is 90 kbps	C	Monthly in advance	Clause 3.1.1	\$15.42 + UCLL Uplift (Service Component 2.16)
2.5 180 kbps Enhanced UBA Service without POTS. The real time class of service profile is 180 kbps	Standard Service for the 180 kbps Enhanced UBA Service without POTS. The real time class of service profile is 180 kbps	C	Monthly in advance	Clause 3.1.1	\$16.57 + UCLL Uplift (Service Component 2.16)
2.6 40 kbps Enhanced UBA Service with POTS. The real time class of service profile is 40 kbps	Standard Service for the 40 kbps Enhanced UBA Service with POTS. The real time class of service profile is 40 kbps	C	Monthly in advance	Clause 3.1.1	\$14.78 + UCLL Uplift (Service Component 2.16)
2.7 90 kbps Enhanced UBA Service with POTS. The real time class of service profile is 90 kbps	Standard Service for the 90 kbps Enhanced UBA Service with POTS. The real time class of service profile is 90 kbps	C	Monthly in advance	Clause 3.1.1	\$15.42 + UCLL Uplift (Service Component 2.16)

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
2.8 180 kbps Enhanced UBA Service with POTS. The real time class of service profile is 180 kbps	Standard Service for the 180 kbps Enhanced UBA Service with POTS. The real time class of service profile is 180 kbps	C	Monthly in advance	Clause 3.1.1	\$16.57 + UCLL Uplift (Service Component 2.16)
2.9 Access Seeker Handover Connection Monthly Rental– GigE capacity. Basic UBA Service only	Standard Monthly rental for an Access Seeker Handover Connection– GigE capacity	S	Monthly in advance	Clause 3.1.1	\$161.75
2.10 Access Seeker Handover Connection Monthly Rental– GigE capacity. Enhanced UBA Services only	Standard Monthly rental for an Access Seeker Handover Connection– GigE capacity	S	Monthly in advance	Clause 3.1.1	\$161.75
2.11 Access Seeker Handover Connection Monthly Rental– STM1 capacity	Standard Monthly rental for an Access Seeker Handover Connection – STM1 capacity	S	Monthly in advance	Clause 3.1.1	\$161.75
2.12 Access Seeker Handover Connection Monthly Rental– STM4 capacity	Standard Monthly rental for an Access Seeker Handover Connection STM4 capacity	S	Monthly in advance	Clause 3.1.1	\$161.75
2.13 Handover Fibre space rental	Monthly space rental for Handover Fibres co-located on Chorus property	C	Monthly in advance	Clause 3.1.1	\$14.10
2.14 Access Seeker Handover Connection Monthly Rental – 10GigE capacity. Basic UBA Services only	Standard Monthly rental for an Access Seeker Handover Connection– 10GigE capacity	S	Monthly in advance	Clause 3.1.1	\$1,093.28

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
2.15 Access Seeker Handover Connection Monthly Rental Charge – 10GigE capacity. Enhanced UBA Services only	Standard Monthly rental for an Access Seeker Handover Connection– 10GigE capacity	S	Monthly in advance	Clause 3.1.1	\$1,093.28
2.16 UCLL Uplift	Standard Monthly rental – MPF Service.	C	Monthly in advance	Clause 3.1.1	\$36.17

### 3. UBA Ancillary Services

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
3.1 Automatic Address Pre-qualification Order	Order by an Access Seeker for the automatic provision of information relating to an End User's existing service address or service identifier	S	Following provision of information	None	\$0.00
3.2 Special Manual Pre-qualification Investigation Order	Order by an Access Seeker for information relating to an End User's new service address	S	Following provision of information	Clause 3.1.1	\$144.29 per hour
3.3 No fault found	Fault call that is closed no Chorus fault found	S	Following completion of fault investigation	Clause 3.1.1	\$108.39
3.4 Abortive End User site visit	Abortive End User site visit required for UBA Service where, for a reason not caused by Chorus, visit doesn't proceed	S	Following site visit cancellation	Clause 3.1.1	\$39.27
3.5 Cancellation of Exception to BAU Support order	Cancelled Exception to BAU Support order	S	Following cancellation of Exception to BAU Support request	None	Price on Application (POA) Actual project costs incurred
3.6 Additional OO&T Training	Access Seeker staff training (at Access Seeker's site) on the operation and use of OO&T. Maximum of 10 persons per course	S	Following completion of training	Clause 3.1.1	\$72.03 per hour plus actual travel costs (as applicable the costs of airplane flights, public transport fares, taxi fares and standard mileage rates for motor vehicles as published by Inland Revenue) to Access Seeker's site. Hourly rate reflects fully loaded cost of skilled employee to run training.

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
3.7 Additional OFM Training	Access Seeker staff training (at Access Seeker's site) on the operation and use of OFM. Maximum of 10 persons per course	S	Following completion of training	Clause 3.1.1	\$72.03 per hour plus actual travel costs (as applicable the costs of airplane flights, public transport fares, taxi fares and standard mileage rates for motor vehicles as published by Inland Revenue) to Access Seeker's site. Hourly rate reflects fully loaded cost of skilled employee to run training.
3.8 OO&T Licence Fee	Monthly software licence fee for OO&T	S	Monthly in advance	None	\$0.00
3.9 OFM Licence Fee	Monthly software licence fee for OFM	S	Monthly in advance	None	\$0.00
3.10 Additional copies of invoice	Additional hardcopies of invoices as requested by Access Seeker	S	Following provision of additional copies of invoice	None	\$0.00
3.11 Additional billing information	Providing any additional billing information requested by the Access Seeker	S	On provision of the additional billing information	None	Price on Application ( <b>POA</b> ) Based on time and material of analyst to prepare and deliver information
3.12 Handover Fibre Maintenance	Maintenance <sup>7</sup> of the Handover Fibre	S	Following completion of work	None	\$0.00
3.13 Order cancellation (pre truck roll)	Cancellation of an Order after RFS date notified to Access Seeker but before truck roll confirmed	S	Upon cancellation	Clause 3.1.1	\$10.07
3.14 Order cancellation (post truck roll)	Cancellation of an Order after RFS date notified to Access Seeker and after truck roll confirmed	S	Upon cancellation	Clause 3.1.1	\$39.27

<sup>7</sup> Decision No 636 (11 April 2008).

Service Component	Description	Core or Sundry	Charge invoiced	Price Change Mechanism	Charge (excl. GST)
3.15 Fixing fault where Access Seeker has no right of access	Fixing of fault by Chorus, at Access Seeker's request, where Access Seeker is responsible for the fault, but has no right of access	S	On completion of fault rectification	None	Price on Application (POA)  Based on cost of time and materials (including a 10% contribution towards common costs, unless already recovered).
3.16 Additions to the Approved Modem List	Field force testing, training and implementation of new Access Seeker modems	S	Following change mechanism process to add modem	Clause 3.1.1	\$1,840.31 per modem