



Notice to supply information and documents to the Commerce Commission Sections 98(a) and (b) Commerce Act 1986

To:

Chorus Limited
Level 10
State Insurance Tower
1 Willis Street
Wellington

Attention: Vanessa Oakley, General Counsel and Company Secretary

Purpose of the Notice

1. We (the Commerce Commission) are reviewing the price to be paid for the Unbundled Copper Local Loop (UCLL) and Unbundled Bitstream Access (UBA) services provided by Chorus Limited, as defined in subpart 1 of Part 2 of Schedule 1 of the Telecommunications Act 2001 (Telecommunications Act). We are required to make a pricing review determination as soon as practicable (refer sections 47 and 51 of the Telecommunications Act 2001).
2. The purpose of this Notice is to obtain information and documents relevant to our pricing review determinations for the UCLL and UBA services.
3. The Notice is issued under sections 98(a) and (b) of the Commerce Act, and section 15(f) of the Telecommunications Act.
4. We consider it is desirable for Chorus Limited to provide us with the information and documents specified in **Attachment A** to this Notice to assist us in making the price review determinations.

Date and place of response

5. The information and documents in response to this Notice must be delivered to the Commission's Wellington office at Level 6, 44 The Terrace for the attention of Tricia Jennings, or by email to telco@comcom.govt.nz with the subject "Response to Section 98 Notice of 5 February 2015", by **5pm on Friday 27 February 2015**.
6. Chorus Limited must provide all information and documents in Attachment A in electronic format, via email, flash drive or to the assigned extranet site.

7. Chorus Limited must label and identify all information and documentation, and explain which information relates to which paragraph(s) of this Notice.
8. Chorus Limited must supply the requested information and documents under cover of a letter on Chorus Limited's letterhead, signed by a person with the appropriate authority.

Dated at Wellington 5 February 2015

Signed by:

A handwritten signature in black ink, appearing to read 'Elisabeth Welton', with a horizontal line extending from the end of the signature.

Elisabeth Welton
Commissioner

Attachment A

1. For the purposes of this Notice, the following terms have the following meanings:
 - 1.1 **Chorus** means Chorus Limited, its interconnected bodies corporate (as defined in section 2(7) of the Commerce Act 1986), business units or joint ventures, and any current or former agents, employees, officers and directors thereof;
 - 1.2 **Discount** means any instance where the total amount a RSP pays or is required to pay for a service is less than the number of transactions multiplied by the STD price for that service, including, without limitation,
 - (a) a refund or credit provided to an RSP in relation to the purchase of an STD service,
 - (b) wash-ups, where the initial price paid was the STD price, but a downwards adjustment occurred later, including as a credit or refund, and
 - (c) bundling, where a Discount was offered for taking multiple services including an STD service, or where a service was not charged for as part of the bundle of multiple services;
 - 1.3 **Month** means a time period used by Chorus for invoicing purposes where there are 12 such time periods per year
 - 1.4 **RSP** means a retail service provider or access seeker who takes services from Chorus;
 - 1.5 **SLU** means Chorus' Sub-loop UCLL service (but not the Sub-loop Co-location or Sub-loop Backhaul services) provided in accordance with the STD dated 18 June 2009, and **SLU STD** means the part of the STD dated 18 June 2009 that relates to Chorus' Sub-loop UCLL service;
 - 1.6 **STD** means Standard Terms Determination as defined in section 30M of the Telecommunications Act 2001;
 - 1.7 **Transaction** means any instance of the sale or delivery of a charge or service
 - 1.8 **UCLF** means Chorus' Unbundled Copper Low Frequency service provided in accordance with the STD dated 24 November 2011
 - 1.9 **UCLL** means Chorus' Unbundled Local Loop service provided in accordance with the STD dated 7 November 2007;
 - 1.10 **UBA** means Chorus' Unbundled Bitstream Access service provided in accordance with the STD dated 12 December 2007, including, to avoid doubt, UBA services delivered using VDSL.

2. For each Month in the period December 2012 to November 2014, for each RSP, for each charge listed in the UCLL, UCLF or SLU STDs (including, to avoid doubt, all charges listed in parts 1, 2 and 3 of Schedule 2 of the applicable STD), please provide:
 - 2.1 the number of Transactions for that charge in that Month, if any, and
 - 2.2 the total monetary amount each RSP was charged for all Transactions for that charge in that Month, if any.
3. In the response to paragraph 2.1, it is not necessary to provide the information already provided in response to the section 98 notice dated 27 August 2014.
4. For each Month in the period January 2014 to November 2014, for each RSP, for each charge listed in the UBA STD (including, to avoid doubt, all charges listed in parts 1, 2 and 3 of Schedule 2 of the STD) please provide:
 - 4.1 the number of Transactions for that charge in that Month, and
 - 4.2 the total monetary amount each RSP was charged for all Transactions for that charge in that Month.
5. Completing the Excel spreadsheet provided with this Notice, with a new worksheet for each RSP, would satisfy the request at paragraphs 2 and 4 above.
6. For each RSP, for each charge listed in the UCLL, UCLF, SLU and UBA STDs (including, to avoid doubt, all charges listed in parts 1, 2 and 3 of Schedule 2 of the STD), please provide:
 - 6.1 a description of any Discount that relates to the period for which information was provided in response to paragraph 2 or 4 above, and
 - 6.2 the period for which any Discount identified in response to 6.1 relates (for example, a year or a three-Month period), and
 - 6.3 any contractual provision or provisions under which Chorus was obliged to provide the Discount identified in response to paragraph 6.1, including any definitions used in the contract that are relevant to that provision or those provisions.
7. For each service that Chorus provides to each RSPs that is not provided under an STD but where the contract price, or any component of the contract price (such as a discount) is based on any price in the UCLL, UCLF, SLU or UBA STDs, (including, to avoid doubt, where the price charged is the same as the price provided in the STD), please provide:
 - 7.1 the name of the service,
 - 7.2 the price in the UCLL, UCLF, SLU or UBA STD on which the contract price, or any component of the contract price, of the service is based,

- 7.3 the contractual provision or provisions under which Chorus calculated or identified the price or prices for the service, or any component of the contract price, including any definitions used in the contract that are relevant to that provision or those provisions, and
 - 7.4 identification of any contractual provisions that address the effect on the contract price or any component of the contract price, if the price in the STD on which the contract price or any component of the contract price, is based is changed with retrospective effect, including any definitions used in the contract that are relevant to that provision or those provisions.
8. It is intended that the services identified in response to paragraph 7 include Baseband services. If the response to paragraph 7 does not include Baseband services, please provide an explanation of why those services are not charged based on a price in the UCLL, UCLF, SLU or UBA STDs.
9. For each of the services identified in response to paragraph 7 where the contract price or any component of the contract price, is based on any price in the UCLL, SLU and UCLF STDs, for each Month in the period December 2012 to November 2014, for each RSP, please provide:
 - 9.1 the number of Transactions for that charge in the relevant Month, and
 - 9.2 the total monetary amount each RSP was charged for all Transactions for that charge in that Month. Where the Monthly total amount is subsequently amended by wash-up, refund or other subsequent adjustment, please provide a description of the adjustment, including the amount and the period to which it relates.
10. For each of the services identified in response to paragraph 7 where the contract price or any component of the contract price, is based on any price in the UBA STD, for each Month in the period January 2014 to November 2014, for each RSP, please provide:
 - 10.1 the number of Transactions for that charge in the relevant Month, and
 - 10.2 the total monetary amount the RSP was charged for all Transactions for that charge in that Month. Where the Monthly total amount is subsequently amended by wash-up, refund or other subsequent adjustment, please provide a description of the adjustment, including the amount and the period to which it relates.

