

## Copper Withdrawal Code

**The Commission:** Tristan Gilbertson  
Dr John Small  
Elisabeth Welson  
John Crawford

**Date of publication:** 10 December 2020



## 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>

## TABLE OF CONTENTS

<b>ASSOCIATED DOCUMENTS .....</b>	<b>2</b>
<b>INTRODUCTION TO THE COPPER WITHDRAWAL CODE .....</b>	<b>4</b>
<b>A. COMMENCEMENT DATE .....</b>	<b>5</b>
<b>B. PURPOSE .....</b>	<b>5</b>
<b>C. DEFINED TERMS.....</b>	<b>5</b>
<b>D. APPLICATION .....</b>	<b>12</b>
<b>E. REQUIREMENT TO COMPLY WITH MINIMUM REQUIREMENTS.....</b>	<b>13</b>
<b>F. MINIMUM REQUIREMENTS IN RELATION TO ALL END-USERS TO WHOM CHORUS SEEKS TO STOP SUPPLYING A COPPER SERVICE .....</b>	<b>14</b>
F1 REQUIREMENT TO GIVE NOTICE OF PROPOSED WITHDRAWAL OF A COPPER SERVICE ....	14
F2 REQUIREMENT TO INFORM PARTIES IF CHORUS DECIDES TO CONTINUE TO SUPPLY A COPPER SERVICE.....	16
F3 REQUIREMENT TO PROVIDE INFORMATION TO END-USERS IN NOTICE .....	17
F4 REQUIREMENTS REGARDING HOW CHORUS MUST PROVIDE NOTICE.....	18
F5 REQUIREMENT TO MAKE INFORMATION PUBLICLY AVAILABLE RELATING TO THE COPPER WITHDRAWAL PROCESS .....	20
F6 REQUIREMENT FOR COMMISSION 111 CONTACT CODE TO BE IN FORCE.....	21
F7 REQUIREMENT TO NOT STOP SUPPLYING A COPPER SERVICE BEFORE THE PROPOSED DATE OF WITHDRAWAL OF THE COPPER SERVICE .....	21
<b>G. MINIMUM REQUIREMENTS IN RELATION TO END-USERS WHO ORDER A RETAIL FIBRE SERVICE .....</b>	<b>21</b>
G1 REQUIREMENT FOR CONNECTION TO A FIBRE SERVICE TO BE INSTALLED .....	21
G2 REQUIREMENT FOR SIMILAR FUNCTIONALITY PROVIDED BY FIBRE SERVICE.....	23
G3 REQUIREMENT REGARDING ANCHOR SERVICES.....	23
G4 REQUIREMENT TO INFORM PARTIES OF OUTCOME .....	23
<b>H. MINIMUM REQUIREMENTS IN RELATION TO END-USERS WHO DO NOT RESPOND TO THE NOTICE FROM CHORUS .....</b>	<b>24</b>
H1 REQUIREMENT TO INFORM PARTIES OF OUTCOME .....	24
<b>I. DISPUTE RESOLUTION .....</b>	<b>25</b>
<b>J. REQUIREMENT ON CHORUS TO DISCLOSE INFORMATION .....</b>	<b>26</b>
<b>K. REQUIREMENT ON CHORUS TO KEEP RECORDS .....</b>	<b>26</b>
<b>L. AMENDMENT OR REVOCATION OF THE CODE.....</b>	<b>27</b>

## Introduction to the Copper Withdrawal Code

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

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

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

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

## A. Commencement date

1. This Code was approved by the Commission under clause 3 of Schedule 2A of the Act on 10 December 2020 and comes into force on 1 March 2021.

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

## 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 this 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, and is available on the Commission's website here: <a href="https://comcom.govt.nz/_data/assets/pdf_file/0020/228314/Commission-111-Contact-Code-17-November-2020.pdf">https://comcom.govt.nz/_data/assets/pdf_file/0020/228314/Commission-111-Contact-Code-17-November-2020.pdf</a> ;
<b>Confirmation Notice</b>	means a notice provided by Chorus for the purposes of confirming that Chorus is no longer required 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 54; or</li> <li>(b) the notice provided by Chorus in accordance with clause 55;</li> </ul>
<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 23;</li> <li>(b) the notice provided by Chorus in accordance with clause 24;</li> <li>(c) the notice provided by Chorus in accordance with clause 50; or</li> <li>(d) the notice provided by Chorus in accordance with clause 51;</li> </ul>

<b>copper fixed line access service</b>	has the same meaning as given in 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>	<p>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> <ul style="list-style-type: none"> <li>(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</li> <li>(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;</li> </ul>
<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>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> <ul style="list-style-type: none"> <li>(a) a fibre fixed line access service; or</li> <li>(b) a telecommunications service provided over a fibre-to-the-premises access network;</li> </ul>

<b>fibre-to-the-premises access network</b>	has the same meaning given in section 156AB of the Act;
<b>Final Notice</b>	means the notice provided by Chorus in accordance with clause 18;
<b>First Notice</b>	means the notice provided by Chorus in accordance with clauses 14-16;
<b>Further Notice</b>	means the notice provided by Chorus in accordance with clause 17;
<b>industry dispute resolution scheme</b>	means- <ul style="list-style-type: none"> <li>(a) the Telecommunications Dispute Resolution Scheme; and</li> <li>(b) any other dispute resolution scheme that has been set up by the telecommunications industry and deals with consumer complaints;</li> </ul>
<b>legacy services</b>	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: <ul style="list-style-type: none"> <li>(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: <ul 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> <li>iii. Incidental power provided from an ATA Port on a fibre service providers' fibre ONT; and</li> </ul> </li> <li>(b) a service or device that depends on one or more of the following: <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:</li> </ul> </li> </ul>



	<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> <p>iii. out-of-band call signalling and control below 300Hz other than:</p> <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> <p>iv. remote incidental power provided by either:</p> <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> <p>(c) a service or device that requires the functionality of two or more 2-wire copper circuits to operate (eg, analogue 4 wire data circuit);</p>
<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, G, or H of this Code;
<b>no cost</b>	for the purposes of clause 38.2, 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 period</b>	means the period between the date the First Notice is provided to an end-user and the proposed date of withdrawal of the copper service;
<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, and are available from the Digital.govt.nz website here: <a href="https://www.digital.govt.nz/standards-and-guidance/nz-government-web-standards/new-web-standards-for-july-2019/">https://www.digital.govt.nz/standards-and-guidance/nz-government-web-standards/new-web-standards-for-july-2019/</a> ;
<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>proposed date of withdrawal of the copper service</b>	means the date (dd/mm/yyyy) Chorus intends to stop supplying the copper service to the end-user, as specified in a First Notice;
<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: <p style="margin-left: 40px;">(a) includes a local fibre company; but</p> <p style="margin-left: 40px;">(b) excludes Chorus (except for the purposes of clauses 37 to 44 (inclusive));</p>
<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- <ul style="list-style-type: none"> <li>(a) Chorus's unbundled copper local loop network; or</li> <li>(b) Chorus's unbundled copper local loop network backhaul; and</li> </ul>

<b>Utilities Disputes</b>	means Utilities Disputes Limited or any successor to that company.
---------------------------	--

## **D. Application**

4. This Code applies where Chorus seeks to stop supplying a copper service by complying with the requirements of the Code in relation to stopping the supply of that copper service.
5. For the purposes of clause 4, for the avoidance of doubt:
  - 5.1 the Code applies to Chorus, relevant fibre service providers, and access seekers; and
  - 5.2 the Code does not apply where the end-user chooses to disconnect the copper service (other than a temporary disconnection) at a point in time before the end-user is provided a First Notice 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:

7.2.1 Section G if, during the notice period, the end-user places an order with a retail service provider for a retail fibre service; or

7.2.2 Section H if, during the notice period, the end-user has neither placed an order with a retail service provider for a retail fibre service or chosen to have their copper service disconnected.

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 34 will be deemed to have been met only from 1 August 2021 onwards.

**Example:** An end-user orders a retail fibre service after having received a First Notice 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 Further Notice and Final Notice to the end-user (see clauses 17-18) and may stop supplying the copper service (see clause 36).

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 19-20; and
  - 13.3 for a relevant fibre service provider, Chorus must give notice as required by clause 21.

### Notice to end-users

#### *First Notice*

14. No later than six months before the proposed date of withdrawal of a copper service to an end-user, Chorus must provide a notice to the premises where the end-user resides that:
  - 14.1 contains the information listed in clause 25; and
  - 14.2 is provided in accordance with clauses 26-29.
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 First Notice 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 First Notice to a premises in a six-month period.

#### *Further Notice*

17. At three months before the proposed date of withdrawal of a copper service to an end-user, unless a Continuation Notice has been provided to the premises where that end-user resides for that copper service, Chorus must provide a notice to the premises where the end-user resides that:
  - 17.1 contains the information listed in clause 25; and
  - 17.2 is provided in accordance with clauses 26-29.

#### *Final Notice*

18. At 20 working days before the proposed date of withdrawal of a copper service to an end-user, unless a Continuation Notice has been provided to the premises where that end-user resides for that copper service, Chorus must provide a notice to the premises where the end-user resides that:
  - 18.1 contains the information listed in clause 25; and
  - 18.2 is provided in accordance with clauses 26-29.

### Notice to retail service provider

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

19.2 specifies the proposed date of withdrawal of the copper service; and

19.3 is provided in accordance with clauses 30-31.

20. 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 notice required by clause 19 if, as soon as reasonably practicable after the transfer, Chorus provides the incoming retail service provider with a copy of the notice provided to the outgoing retail service provider under clause 19.

Notice to relevant fibre service provider

21. No later than one month before Chorus provides a First Notice to the premises where the end-user resides, Chorus must provide a notice to the relevant fibre service provider that:

21.1 specifies the premises to which the First Notice is addressed;

21.2 specifies the proposed date of withdrawal of the copper service; and

21.3 is provided in accordance with clauses 30-31.

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

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

*Continuation Notice*

22. Chorus must provide the notice described in clause 23 if Chorus decides, at a point in time after providing a First Notice 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 First Notice.
23. 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.
24. Chorus must, at the same time that it provides a Continuation Notice to an end-user under clause 23, provide a notice to the end-user's retail service provider and the relevant fibre service provider that:
- 24.1 confirms Chorus is required to continue to supply the copper service to that end-user; and



- 24.2 specifies the reason(s) why Chorus is providing the notice (including reference to clause 23).

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

25. 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:
- 25.1 the proposed date of withdrawal of the copper service;
  - 25.2 which notice is being provided (ie, the First Notice, Further Notice or Final Notice);
  - 25.3 an overview of the copper withdrawal process, including:
    - 25.3.1 an overview of the Code and its purpose (as specified in clause 2); and
    - 25.3.2 where applicable, the provision and timing of a Further Notice and Final Notice;
  - 25.4 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:
    - 25.4.1 switching to a retail fibre service;
    - 25.4.2 switching to a retail telecommunications service other than a retail fibre service;
    - 25.4.3 terminating their retail copper service without switching to another retail telecommunications service;
    - 25.4.4 moving out of the premises that the copper service was being supplied in relation to; and
    - 25.4.5 not taking any of the above steps within the notice period;
  - 25.5 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 41 and 43);
  - 25.6 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;
  - 25.7 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;

- 25.8 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);
- 25.9 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 25.4);
- 25.10 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;
- 25.11 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);
- 25.12 how an end-user may make a complaint in relation to a matter arising under the Code, including that:
- 25.12.1 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;
- 25.12.2 an end-user may take an enforcement action to the High Court under section 156BA of the Act; and
- 25.12.3 an end-user may, at any time, make a complaint to the Commerce Commission regarding the telecommunications service provider's compliance with the Code.
26. 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

27. Any notice that Chorus is required to provide to an end-user under this Code must be provided in the following way:
- 27.1 the notice must be addressed to the premises where the end-user resides (eg "to the occupant of [*insert premises address*]"); and
- 27.2 the notice must be delivered by:
- 27.2.1 posted mail to the premises; or

27.2.2 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.

28. For the purposes of clause 27, 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.
29. A notice is deemed to be provided to an end-user under this Code from:
- 29.1 the date the notice is given to a postal operator in accordance with clause 27.2.1; except
- 29.2 if the postal operator returns the notice as undelivered, the date the notice is delivered by physical letter-drop to the premises.

Notices to retail service providers and relevant fibre service providers

30. 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).
31. 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:
- 31.1 in circumstances where the notice is the notice required by clauses 19 or 21, that notice:
- 31.1.1 specifies each premises to which a First Notice is addressed; and
- 31.1.2 specifies the proposed date of withdrawal of the copper service that applies to each of those premises; and
- 31.2 in circumstances where the notice is the notice required by clauses 24, 51 or 55, that notice:
- 31.2.1 specifies each premises the notice applies to; and
- 31.2.2 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 withdrawal process**

32. Chorus must make the following information publicly available in an easily discernible manner:
- 32.1 an overview of the copper withdrawal process, including an overview of the Code and its purpose (as specified in clause 2);
  - 32.2 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 41 and 43);
  - 32.3 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;
  - 32.4 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
  - 32.5 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 First Notice to an end-user under the Code.
33. For the purposes of clause 32, 'publicly available' means that:
- 33.1 the information listed in clause 32.1-32.4 is:
    - 33.1.1 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
    - 33.1.2 kept up-to-date;
  - 33.2 the information listed in clause 32.5 is:
    - 33.2.1 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 First Notice to an end-user under the Code (in accordance with clause 29); and
    - 33.2.2 for all subsequent First Notices that Chorus provides under the Code, updated no later than ten working days from the date the First Notice is provided to the end-user (in accordance with clause 29); and
  - 33.3 Chorus must make reasonable efforts to draw attention to the information listed in clause 32 (eg, through advertising).

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

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

34. It is a minimum requirement that a Commission 111 Contact Code must be in force.
35. For the avoidance of doubt, a Commission 111 Contact Code will be in force from 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 proposed date of withdrawal of the copper service**

36. 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 proposed date of withdrawal of the copper service (as specified in the First Notice provided to the premises where that end-user resides).

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

37. The minimum requirements in this section apply in relation to end-users who:
  - 37.1 Chorus has provided a First Notice to; and
  - 37.2 during the notice period, 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**

38. If, at any time after an end-user is provided a First Notice, the end-user places an order with a retail service provider for a connection to a fibre service to be installed, the end-user must have a connection to a fibre service installed:
  - 38.1 subject to clause 39, 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
  - 38.2 at no cost to the end-user.
39. 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.
40. 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*

41. The requirement in clause 38 does not need to be satisfied if:
  - 41.1 the end-user fails to cooperate with the process to have a connection to a fibre service installed; and
  - 41.2 all reasonable efforts have been made by the relevant fibre service provider to install a connection to a fibre service for the end-user.
  
42. For the purposes of clause 41.2, 'all reasonable efforts' means that the relevant fibre service provider must:
  - 42.1 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
  - 42.2 after satisfying the requirement in clause 42.1, 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.
  
43. The requirement in clause 38 does not need to be satisfied if, at a point in time after an end-user has ordered a retail fibre service:
  - 43.1 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);
  - 43.2 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:
    - 43.2.1 of the third party issue; and
    - 43.2.2 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
  - 43.3 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.

44. For the purposes of clause 41.2, 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**

45. It is a minimum requirement that the functionality available to an end-user over a fibre service includes:
- 45.1 a voice service; and
  - 45.2 a broadband service.
46. The requirement in clause 45 does not apply to legacy services.

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

## **G3 Requirement regarding anchor services**

47. 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.
48. For the purposes of clause 47, '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*

49. Chorus must provide the notice described in clause 50 in circumstances where Chorus has failed to satisfy the minimum requirements in Sections F and G of this Code.
50. 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 one month after the expiry of the notice period, Chorus must provide a notice to the end-user of the copper service that:
- 50.1 confirms Chorus is required to continue to supply the copper service to that end-user; and

- 50.2 specifies the reason why Chorus is providing the notice (including reference to clause 49).
- 51. Chorus must, at the same time that it provides a Continuation Notice to an end-user under clause 50, provide a notice to the end-user's retail service provider and the relevant fibre service provider that:
  - 51.1 confirms Chorus is required to continue to supply the copper service to that end-user; and
  - 51.2 specifies the reason why Chorus is providing the notice (including reference to clause 49).

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

- 52. The minimum requirements in this section apply in relation to end-users who:
  - 52.1 Chorus has provided a First Notice, Further Notice and Final Notice; and
  - 52.2 during the notice period, have neither placed an order with a retail service provider for a retail fibre service or chosen to have their copper service disconnected (as defined in clause 11).

### **H1 Requirement to inform parties of outcome**

#### *Confirmation Notice*

- 53. Chorus must provide the notice described in clause 54 to any end-user that, during the notice period, has:
  - 53.1 not placed an order with a retail service provider for a retail fibre service; and
  - 53.2 not chosen to have their copper service disconnected (as defined in clause 11).
- 54. No later than one month after the expiry of the notice period, Chorus must provide a notice to an end-user that:
  - 54.1 confirms Chorus is no longer required to supply the copper service to the end-user; and
  - 54.2 specifies the reason why Chorus is providing the notice (including reference to clause 53).
- 55. Chorus must, at the same time that it provides a Confirmation Notice to an end-user under clause 54, provide a notice to the end-user's retail service provider and the relevant fibre service provider that:
  - 55.1 confirms Chorus is no longer required to supply the copper service to that end-user; and



55.2 specifies the reason why Chorus is providing the notice (including reference to the clause 53).

## **I. Dispute resolution**

56. The dispute resolution scheme for this Code is an industry dispute resolution scheme.
57. 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.
58. For the purposes of clause 57, a dispute arises under the Code if:
- 58.1 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
- 58.2 that disagreement is not resolved within five working days.
59. 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.
60. 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.
61. If, during an end-user's notice period:
- 61.1 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);
- 61.2 the end-user takes an enforcement action under section 156BA of the Act; or
- 61.3 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).
62. Nothing in this section precludes:
- 62.1 an end-user from taking an enforcement action under section 156BA of the Act; or

- 62.2 the Commission from taking an enforcement action under section 156B of the Act.
63. 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:
- 63.1 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;
- 63.2 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
- 63.3 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.

## **J. Requirement on Chorus to disclose information**

64. 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:
- 64.1 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
- 64.2 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 First Notices, Further Notices, Final Notices, Confirmation Notices, and Continuation Notices).

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

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

65. Subject to clause 66, Chorus must at all times maintain an accurate record of the following information:
- 65.1 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;
- 65.2 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;

- 65.3 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 First Notice to (ie a relinquishment order);
  - 65.4 in circumstances where clause 41 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; and
  - 65.5 all information, including documentation and communications, related to disputes arising under the Code where Chorus is a party to the dispute.
66. Chorus is permitted to stop maintaining a record of the information required under clause 66.2-66.5 in the following circumstances:
- 66.1 for the purposes of clauses 65.2, if five years has elapsed since the date the notice was issued;
  - 66.2 for the purposes of clause 65.3, 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;
  - 66.3 for the purposes of clause 65.4, if five years has elapsed since the order for a connection to a fibre service was cancelled; and
  - 66.4 for the purposes of clause 65.5, if five years has elapsed since the dispute arose (as described in clause 58).

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

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

- 67. 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.
- 68. For the purposes of clause 67, 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.