



Phone &
Internet

Ultra Fast Broadband

For more information please go to www.trustpower.co.nz or call us on 0800 87 87 87.

Terms & Conditions

Effective 4 November 2013

These terms apply to customers who receive phone or internet services, or both, over our Ultra Fast Fibre network. If you have not contracted to receive either phone or internet services from us, some of these terms that refer to these non-contracted services may not apply to you.

All Ultra Fast Broadband plans have a minimum fixed term of 24 months. If you terminate in the first 12 months you'll pay an exit fee of \$249 (to cover installation costs) plus an additional \$43.13 per month for the months remaining in that 12 month period. If you leave after 12 months, but before the end of the 24 month term the exit fee is \$249.

Installation

Standard installation costs will be met by Trustpower, however you have the option to pay extra if you would like additional in-house wiring installed.

Changing Plan

You may change to a higher usage plan at any time of the month. All services charges will be amended on a pro rata basis. You may not change to a lower usage plan during the month. This must be requested prior to the last day of the month and plan changes will be done in the following calendar month.

Connecting with Trustpower

Connection from the boundary

The main fibre cable in your street will either run underground or overhead on a power line. If it runs underground a small trench to your house will be dug or a hole drilled to lay the fibre in. If it runs overhead a small cable will be run from the power pole to your house.

Equipment to be installed

Our qualified technician will fit an External Termination Point (ETP) on the outside of your house. The ETP is the link between the fibre outside your house to the internal wiring and hardware.

Our qualified technician will also fit an Internal Termination Point (ITP) on the inside of your house, near the ETP. This works as the connection point between the ETP and the Optical Network Terminal (ONT).

Optical Network Terminal (ONT)

The ONT is a device installed inside your home by the Local Fibre Company which is connected to the fibre network. Trustpower provide a device that is connected to the ONT providing wireless and multiple Ethernet ports for you to connect end devices to, similar to a 4 port wireless ADSL router but, it's connected to fibre.

Reinstatement

The Local Fibre Companies (LFCs) have implemented fair reinstatement policies. This means that after the LFC has laid fibre to your door and finished your internal wiring, they will use best efforts to reinstate your property to the condition it was when they arrived. The LFC will leave all the areas they have worked on in a neat and tidy state.

This means that even if you have coloured concrete the LFC will do all they can to match the colour, and will plant grass seed where necessary.

There may be some instances where the LFC can't get an exact match e.g. imported tiles but they will do the best they can. You will be responsible for any further restoration and the costs associated with such further restoration. This means that the cost of restoration of any paved, concreted, cobbled areas etc. will need to be met by you.

Day of installation

You will be obliged to be present at your premises during the installation of your Trustpower Fibre services. Installation can not be done on a weekend.

Availability

There are some areas that Trustpower can not provide services due to network constraints.

Moving House

If you move house during your Fibre Services term, you will be liable to pay an early termination fee as per the service termination fee even if:

- You can connect UFB services at your new premises;
- You wish to connect to Trustpower services at your new premises;
- Trustpower services are not available at the new premises.

In addition, you may be liable to pay set up and installation costs at your new premises.

If you move house after the expiration of the Trustpower Service term and you wish to have Trustpower Services at your new premises, you may be liable to pay set up costs at your new premises and any installation costs if Fibre has not been installed at your new premises.

You must give Trustpower no less than 14 days' notice in order to complete a move house request.

Monitored services

Monitored Services (such as e.g. monitored alarms, medic alerts, fax, eftpos machines, etc) may not be supported by Trustpower and it is your responsibility to contact your relevant service provider to ask whether such services are compatible with fibre and make the appropriate arrangements for continued service.



Emergency calling

Trustpower phone service over fibre and analogue lines supports access to emergency calling services (111). Trustpower phone and broadband services over fibre will not be available in the event of a power failure, or if there is any disruption to your internet service.

If there is any service disruption due to a power failure, including a faulty ONT or no local supply of power, the service will not be available until the service is fully restored.

In the event of a failure, your device(s) may also require reconfiguration. For this reason Trustpower recommends you maintain a mobile phone service and keep a charged mobile phone at your premises to make and receive calls and to ensure that you have on-going access to 111 and other emergency call services in the event of a broadband or power outage.

Trustpower is not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the internet or phone services.

Speed

All references to speed are to the maximum theoretical speeds provided by the Local Fibre Companies. Data transfer speeds may vary on a per address basis and Trustpower does not guarantee that you will achieve the maximum theoretical speeds provided by the Local Fibre Company.

Several factors contribute to speed including, but not limited to, your computers or network devices, internal wiring and internet traffic congestion.

Trustpower and Local Fibre Company Networks

Network includes the connecting line to your premises and all associated equipment and infrastructure (including the network terminating point – the ONT), all of which is provided and owned by us and may be located in, on, over or outside of your property. Our network normally ends at our network terminating point installed inside your premises. These terms do not give you any rights in any part of our network; nor will you acquire such rights from your service provider.

You must:

- Never interfere with any part of our network, even if it is on your property; only people we authorise may work on our network,
- Let us or any of our agents or subcontractors come on your property to work on our network or anything connected to it; we will always try to contact you before we do this and the people we send will carry proof of identity, but if you do not grant access to your property this may impact on the services you or others receive from your service provider, and
- Not convey or receive, or permit any person other than a service provider to convey or receive, any signal, communication or other service over or using any part of our network unless we first agree (and we may agree subject to conditions).

You acknowledge that:

- Our network terminating point will almost always require a continuous electricity supply to operate and you are responsible for ensuring that electricity is supplied safely to where our network terminating point will be located; and
- If you connect anything to our network terminating point (including any equipment or device) that is not compliant with any relevant international connection standards, it may adversely affect services you, and possibly others, receive from your service provider and/or damage our network.

You agree to pay for repairing or replacing any part of our network which is lost, stolen, or damaged by you or anyone you are responsible for.

Existing service providers and copper wiring

If you are with another service provider and you wish to have your phone number ported to Trustpower Fibre Services you must not cancel the services with your existing service provider prior to your connection to Trustpower Fibre Services. If you do this, Trustpower cannot guarantee that your number will be available.

It is your responsibility to contact previous providers once Trustpower services are installed to ensure your previous services are either terminated or cancelled. Trustpower is not liable for any services billed to you from other service providers.

As the copper wiring to your premises may be removed upon completion of the installation of your Fibre Services, any services provided over the copper network may not be able to be reinstated. If copper services are required to be reinstated, then all installation costs will be at the customer's expense unless otherwise stated.

Precedence

If there is any conflict between the information contained in the Trustpower Customer Terms and Conditions for Telephone and Internet services and Ultra Fast Broadband Terms and Conditions, the order of precedence is: Ultra Fast Broadband Terms and Conditions then Trustpower Customer Terms and Conditions for Telephone and Internet services.