

WCSA - Attachment C

Operations Manual for the Wholesale Commercial Services Agreement

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SECTION 1 DOCUMENT INFORMATION

1. Document Information

Purpose and Scope

- 1.1 This Operations Manual sets out how the principles agreed in the Wholesale Commercial Services Agreement ("**WCSA**") between Chorus and the Service Provider will be operationalised. It outlines in as much detail as possible the operational processes and procedures for the supply of Services by Chorus to the Service Provider.

Interaction with the WCSA

- 1.2 This Operations Manual forms part of the WCSA and is accordingly subject to the terms of the WCSA. Priority of different parts of the WCSA is dealt with in clause 46 of the WCSA.

Distribution

- 1.3 Official copies of this Operations Manual are held by the official copy holders detailed on the second page of this Operations Manual.
- 1.4 A Document Owner and version number is detailed on the second page of this Operations Manual.
- 1.5 The Document Owner is responsible for ensuring that this Operations Manual is reviewed and updated as required.
- 1.6 The Document Owner is also responsible for ensuring that new copies are issued to official copy holders each time this Operations Manual is amended or re-issued. Any amendments to this Operations Manual must also be sent to the Service Provider's contact address for Notices under the WCSA.

Amendments

- 1.7 Chorus may amend this Operations Manual by giving the Service Provider 30 days' notice in accordance with clause 8.3 of the WCSA provided that the clauses set out in Appendix 4 may only be amended by agreement of the parties, unless the amendment is required to comply with the Customer Transfer Code.
- 1.8 Chorus may amend any technical manual or user guide on 30 days' notice to the Service Provider.

Review

- 1.9 This Operations Manual is a working document. It is intended that it will be subject to regular review as processes between Chorus and the Service Provider are further developed.

Escalation Protocol

- 1.10 Appendix 3 describes the Escalation Protocol to be followed by both parties in the event an issue under this Operations Manual requires escalation. The parties agree to maintain an escalation schedule and update that schedule as required.

Good Faith

- 1.11 The parties will deal with each other in good faith in relation to this Operations Manual.

Definitions

- 1.12 The Glossary (section 7) sets out definitions for terms contained in this Operations Manual that are not defined in the WCSA (excluding the Attachments) or the Special Terms. Otherwise, the definitions set out in the WCSA (excluding the Attachments) and the Special Terms apply.

SECTION 2 PEOPLE AND CONTACT DETAILS

2. People and Contact Details

General

- 2.1 Immediately following the Commencement Date, the Service Provider and Chorus must provide each other with the people and contact details set out in the table below.
- 2.2 Any change to the people or contact details must be advised in writing to the other party's principal point of contact. All people and contact details will remain valid until a party has advised the other in writing of a change (and provided an updated list of people and contact details). In addition to the provided people and contact details, where Chorus details are specified in the body of this Operations Manual, the Service Provider must use those details.
- 2.3 Notice given under clause 49 of the WCSA must be sent to the relevant contact address set out in clause 49.1 of the WCSA.

People and Contact Details

Contact and detail required	Purpose
<i>Both parties to provide:</i> Principal point of contact. (This must include the principal point of contact's email address, mobile and work telephone numbers.)	This is the person responsible for the overall relationship between the parties with respect to the WCSA. For Chorus this will usually be the Account Manager for the relevant Service Provider.
<i>Chorus to provide:</i> Service Delivery Manager. (This must include the Service Delivery Manager's email address, mobile and work telephone numbers.)	This is the person responsible for service delivery of the Service to the Service Provider.
<i>Chorus to provide:</i> Provisioning Manager. (This must include the Provisioning Manager's email address, mobile and work telephone numbers.)	This is the person responsible for the provisioning of the Service to the Service Provider.
<i>Chorus to provide:</i> Email address for submission of Forecasts.	This is the email address to which the Service Provider must send Forecasts.
<i>Service Provider to provide:</i> Provisioning and Forecasting Manager. (This must include the Provisioning and Forecasting Manager's email address, mobile and work telephone numbers.)	This is the Service Provider's counterpart to the Chorus Provisioning Manager.
<i>Service Provider to provide:</i> Names and email addresses of 1 or 2 people to become user administrators.	These people will manage the creating and disabling of Service Provider staff accounts to access the OO&T and OFM websites.
<i>Service Provider to provide:</i> People who are authorised to download eBill files.	These are the people who will be set up with access to Chorus' secure web portal from which the Service Provider's eBills can be viewed and downloaded.
<i>Service Provider to provide:</i> Order confirmation email address.	This is the email address to which Chorus will send confirmation of Orders in cases where the Service Provider has submitted a provisioning request via email.
<i>Chorus to provide:</i> Fault reporting contact details.	These are the contact details the Service Provider must use for the reporting of faults in instances where Chorus has advised that OFM is unavailable under clauses 11.5 to 11.8.

Contact and detail required	Purpose
<i>Chorus to provide:</i> Business continuity email address.	This is the email address to send forms to under clauses 4.28 to 4.31.
<i>Chorus to provide:</i> Billing team email address.	This is the email address to which the Service Provider will send emails to Chorus' Services Billing Team.
<i>Service Provider to provide:</i> Name, email address, mobile and work telephone number of person Chorus should respond to for emails sent to Chorus' Services Billing Team.	This is the email address to which Chorus will respond in relation to emails sent to Chorus' Services Billing Team.
<i>Service Provider to provide:</i> Contact for faults. (This must include a name, email address and mobile and work telephone numbers.)	This is the contact Chorus will deal with in respect of faults.
<i>Service Provider to provide:</i> Contact for outage notification. (This must include email address(es).)	This is the email address to which Chorus will send outage notifications to under clause 12.1.

SECTION 3 PROVISIONING

3. Service Provider Forecasting

Overview

3.1 Forecasts are driven by the need for Chorus to understand transaction volumes in advance, in order to be able to manage resources to meet Service Provider requirements and any relevant Service Levels in the Special Terms. The Service Provider must use all reasonable endeavours to provide Chorus with Forecasts of the volumes of its expected Requests as outlined in this section 3.

3.2 There are three Forecast types that the Service Provider must provide:

(a) Bulk Transfer Forecasts:

A Bulk Transfer is the transfer, in a coordinated manner, of 20 or more Customers onto services based on Services supplied to the Service Provider. A Bulk Transfer involves a number of Requests that may need to be synchronised, and resources co-ordinated, in order to meet the specific requirements of the Service Provider and may require dedicated or additional resource to be provided by Chorus.

(b) BAU Forecasts:

BAU Forecasts involve the ongoing, every day forecasting of Requests for each Service the Service Provider requires from Chorus.

Bulk line transfer for a single Customer is considered part of BAU Forecasting. However, the Service Provider may at its cost, request additional capacity to support the business customer situation where there are multiple lines to be transferred in a coordinated manner (provided at least 10 lines are involved). Where the Service Provider wishes to make such a request, the Service Provider should contact its Chorus Service Delivery Manager. Chorus and the Service Provider will agree any additional capacity required and the charges the Service Provider is required to pay for any additional capacity.

(c) Exception to BAU Forecasts:

Exception to BAU Forecasts are submitted for a one-off market event and have the following characteristics:

- (i) they are separate from (and in excess of) BAU Forecasts; and
- (ii) they may require increased resource to be provided by Chorus.

The key requirement is for Chorus to provide capabilities such as:

- (i) a "Rapid Response" churn of Customers, resulting from initiatives such as a door knock selling campaign, whereby Requests, can be processed immediately and service swung over in a relatively short timeframe; and
- (ii) a joint project team with the Service Provider to address other one-off "at risk" opportunities (opportunities arising from the competitive bid/tender process).

Forecasting Submission Process

3.3 An Excel spreadsheet template will be provided by Chorus to the Service Provider either online or directly with a separate worksheet for each Forecast type (the "**Forecasting Spreadsheet**"). The Forecasting Spreadsheet may be updated by Chorus from time to time. Each time the Service Provider submits a Forecast, it must email Chorus a copy of the Forecasting

Spreadsheet or complete the Forecasting Spreadsheet using a online portal if provided by Chorus with the relevant worksheet or worksheets completed in full, containing all of the indicated information.

- 3.4 Each Forecast will be emailed to the email address advised by Chorus from time to time in accordance with clause 2 or completed online (where available) in accordance with any instructions advised by Chorus from time to time.
- 3.5 Each Forecast will be as accurate as possible.
- 3.6 The Service Provider will ensure that each Forecast is received in accordance with the particular Forecast requirements set out in this section 3, as applicable.
- 3.7 Chorus may make a reasonable request of the Service Provider to provide additional information relating to a Forecast already provided. The Service Provider must prepare the requested information with reasonable care and promptly provide it.

Bulk Transfers

- 3.8 Subject to clause 3.9, there are three circumstances where the Service Provider may request a Bulk Transfer:
 - (a) initial migration of the Service Provider's Customers from other Chorus provided services to the Service;
 - (b) subsequent Bulk Transfers as Service Providers build Customers on other Chorus provided services, and then migrate them to the Service; and
 - (c) transfers of Customers from an Other Service Provider to the Service Provider as the result of a mass acquisition.

Bulk Transfer Requirements

- 3.9 Bulk Transfers:
 - (a) must be a planned and managed event with representatives from Chorus, the Service Provider (and in the case of Bulk Transfers as the result of mass acquisition, the Other Service Provider) working through an agreed process;
 - (b) must not include new Customer connections (i.e. Customers that were not Customers of either the Service Provider or Chorus or the Other Service Provider, prior to the Bulk Transfer); and
 - (c) must not include any requests for additional services on a line as part of the process.

Bulk Transfer Forecasting Requirements

- 3.10 Bulk Transfers are carried out in accordance with a project plan agreed by representatives of the Service Provider and Chorus. The project plan will address the forecasting requirements, applicable service levels and charges that the Service Provider is required to pay for any additional capacity provided by Chorus. For the avoidance of doubt, Bulk Transfers are deemed to be "Projects" in accordance with the Special Terms and are therefore not subject to the Service Levels set out in the Special Terms.

BAU Forecast Requirements

- 3.11 The Service Provider must each month submit to Chorus a separate BAU Forecast of its expected volumes for each "Type of Request" the Service Provider requires from Chorus for each month in the following 6 month period. BAU Forecasts are therefore rolling forecasts that are submitted each month.
- 3.12 A BAU Forecast must contain all of the information indicated in the relevant worksheet of the Forecasting Spreadsheet including the date it is submitted to Chorus.

BAU Underforecast/Overforecast

- 3.13 A Service Provider may forecast any level of BAU Requests it considers appropriate, subject to this clause 3. The intent of the following provisions is to:
- (a) indicate to Chorus the likely demand for the Service in the period from Month 6 to Month 4; and
 - (b) progressively increase the accuracy of forecasts and to limit variations in Forecasts during the period from Month 3 to the Order Month.

Definitions

- 3.14 In clauses 3.11 to 3.22:

"Type of Request" means together, the particular Requests that are set out as a Type of Request in the Forecasting Spreadsheet;

"Previous Forecast" means the total of the Type of Request forecasted for the relevant Request Month in the BAU Forecast submitted in respect of the previous month;

"Request Month" means the month in which Requests are made, or which forecasts relate to, as applicable;

"Type of Request Volume" means the total volume of the Type of Request forecasted by the Service Provider; and

"Month [x]" means the month that is x months before the relevant Request Month. For example, Month 2 means the month that is two months before the relevant Request Month.

BAU Forecasts Request Volume Requirements

- 3.15 Where the Service Provider provides a BAU Forecast of 10 or more Requests for any Request Month, the Type of Request Volume for that Request Month must be:
- (a) where the BAU Forecast is for Month 6 to Month 3 (inclusive), forecast on a best endeavours basis;
 - (b) where the BAU Forecast is for Month 2 (in this paragraph (b), "**relevant month**"), no greater than 115% and no less than 85% of the Previous Forecast, and where the Type of Request Volume for the relevant month is:
 - (i) greater than 115%; or
 - (ii) less than 85%,

of the Previous Forecast (or deemed to be forecasted under this clause 3.15), then the BAU Forecast submitted in respect of the relevant month for that Type of Request will be deemed to be a forecast for an amount of Requests equal to:
 - (iii) 115% of the total of those Requests forecasted where paragraph (i) above applies; or
 - (iv) 85% of the total of those Requests forecasted where paragraph (ii) above applies;
 - (c) where the BAU Forecast is for Month 1 (in this paragraph (d), "**relevant month**"), no greater than 110% and no less than 90% of the Previous Forecast, and where the Type of Request Volume for the relevant month is:
 - (i) greater than 110%; or

- (ii) less than 90%,

of the Previous Forecast (or deemed to be forecasted under this clause 3.15), then the BAU Forecast submitted in respect of the relevant month for that Type of Request will be deemed to be a forecast for an amount of Requests equal to:

- (iii) 110% of the total of those Requests forecast where paragraph (i) above applies;
or
 - (iv) 90% of the total of those Requests forecasted, where paragraph (ii) above applies.
- (d) Chorus will notify the Service Provider of the deeming effects of paragraphs (b) to (c) of this clause 3.15 so that the Service Provider is aware of its then current BAU Forecast for a month.
 - (e) Unless the Service Provider notifies Chorus otherwise, Chorus may assume that Forecast volumes under this clause 3.15 will be spread reasonably evenly throughout each month.

Reimbursement of Costs

3.16 Where:

- (a) the volume of the Requests for each Type of Request actually made by the Service Provider for a Request Month is less than 90% of the Previous Forecast (or deemed to be forecasted under clause 3.15(c)) for that Request Month; and/or
- (b) the volume of the Requests for each Type of Request actually made by the Service Provider for any day within the Request Month is less than 70% of the daily forecast rate imputed from the Previous Forecast (or deemed forecast under clause 3.15(c))

("Overforecast"),

then, if requested by Chorus, the Service Provider will reimburse Chorus within 60 Business Days for the full costs (including staffing, resources and overheads) of any additional expenses which were reasonably incurred by Chorus in reliance on the forecast but not necessary given the actual requirements.

No Service Levels where Underforecast

3.17 Where:

- (a) the volume of the Requests for each Type of Request actually made by the Service Provider for a Request Month is greater than 110% of the Previous Forecast (or deemed to be forecasted under clause 3.15(c)) for that Request Month; and/or
- (b) the volume of the Requests for each Type of Request actually made by the Service Provider for any day within the Request Month is greater than 130% of the daily forecast rate imputed from the Previous Forecast (or deemed forecast under clause 3.15(c))

("Underforecast"),

then there will be no requirement for Chorus to meet the Service Levels set out in the Special Terms to the extent that they relate to Requests that exceed either the 110% threshold and/or the 130% daily threshold.

Consultation

- 3.18 To the extent that clause 3.16 or 3.17 applies, and so far as is practicable, Chorus will consult with the Service Provider about whether any Requests actually made during a month are Overforecast or Underforecast.

Notification

- 3.19 Chorus will notify the Service Provider of:

- (a) any costs claimed by Chorus in respect of any Overforecast under clause 3.16; and
- (b) the extent to which Chorus was unable to meet the Service Levels in the Special Terms as the result of any Underforecast in accordance with clause 3.17,

in each case. Where requested, Chorus must provide the Service Provider with such information as may reasonably be required to validate such claims. An invoice presented by Chorus will be prima facie evidence of the Service Provider's proportion of costs. The Service Provider may claim a reasonable reduction in these costs where the reduced actual Request volume is due to faults, Planned Outages, Unplanned Outages, and Force Majeure Events (as defined in clauses 19.2, 19.4 and 31.1 of the WCSA respectively).

Acknowledgement

- 3.20 The parties acknowledge that:

- (a) for the purposes of clause 3.15, a Forecast "for" or "in respect" of a month shall in practice be submitted 1 month and 2 days before that month; and
- (b) where the BAU Forecast for Month 1 (or deemed forecast under clause 3.15(c)) is for less than 10 Requests for a Type of Request and the actual Requests by the Service Provider in the Request Month for each Type of Request (as calculated at the end of the Request Month) is less than 10, the consequences for inaccurate forecasting set out in clauses 3.16 and 3.17 will not apply.

Relief for a New Service Provider

- 3.21 Notwithstanding clauses 3.11 to 3.20, the parties agree that during the first three months following the Commencement Date no responsibility or liability under clause 3.16 will attach to inaccurate forecasts where the Service Provider (or a Related Company of the Service Provider) was not, immediately before the Commencement Date, a party to an agreement with Chorus for the supply of wholesale telecommunications services.

Reasonable Endeavours

- 3.22 Chorus will use all reasonable endeavours to process any Requests but there will be no requirement for Chorus to meet the relevant Service Levels set out in the Special Terms if the Service Provider does not provide all of the Month 3, 2 and 1 BAU Forecasts as required by clause 3.15.

Exception to BAU Forecasts - Forecasting Requirements

- 3.23 Exception to BAU Requests are carried out in accordance with a project plan agreed by representatives of the Service Provider and Chorus. The project plan will address the forecasting requirements, applicable service levels and charges that the Service Provider is required to pay for any additional capacity provided by Chorus. For the avoidance of doubt, Exception to BAU Requests are deemed to be "Projects" in accordance with the Special Terms are not subject to the Service Levels set out in the Special Terms.

No Additional Liability for Forecasts

- 3.24 Except as provided in this section 3, the Service Provider is not liable to Chorus as a result of the content of any Forecast.

4. OO&T

Overview

- 4.1 Subject to the provisions relating to business continuity, all Requests by the Service Provider for Services must be placed using OO&T (except where a Request for a type of Service is not covered by OO&T). Any Requests covered by OO&T that the Service Provider attempts to place by other means (for example, by email or by facsimile) will be invalid and may be disregarded by Chorus. Chorus will use all reasonable endeavours to notify the Service Provider if such Requests have been received.
- 4.2 OO&T allows the Service Provider to:
- (a) submit and track the status of Requests; and
 - (b) update existing Requests (up to the time they are accepted).

Exception to BAU Requests

- 4.3 If the Service Provider requests an Exception to BAU Request as described in clause 3.23 the Service Provider must contact their Service Delivery Manager to agree how the Exception to BAU Request will be processed.

Bulk Transfers

- 4.4 Where the Service Provider requests a Bulk Transfer in accordance with clause 3.8, the Service Provider must, prior to submitting orders through OO&T, contact their Service Delivery Manager to begin discussing the relevant details.

Terms of Provision

- 4.5 OO&T is a Chorus System provided by Chorus in accordance with the WCSA, this Operations Manual and the OO&T User Guide. OO&T may be replaced, enhanced or have functionalities added to it.

B2B

- 4.6 The Service Provider can choose to directly integrate its systems with OO&T via the Business to Business Web Services Interface ("**B2B**"). If the Service Provider is interested in a B2B it can contact its Account Manager for documentation describing the development required to interact with B2B. A trial agreement must be signed before access to a test site, after which a B2B Access Agreement is required to be executed prior to migrating to a production instance.

Training and Support

- 4.7 Chorus will provide reasonable initial set up training on OO&T.
- 4.8 "Reasonable initial set up training" in this context consists of a workshop held at a Chorus nominated location. The workshop will address:
- (a) overview of forms for forecasting;
 - (b) overview of forms for Requests;
 - (c) basic details of OO&T (including demonstration of the system);

(d) overview of billing and accounts; and

(e) Q&A.

4.9 The Service Provider will ensure that a reasonable number of staff (up to a maximum number of 10) attend any training provided.

4.10 Any additional training required by the Service Provider beyond reasonable initial set up training will be charged for by Chorus in accordance with the applicable Price List.

Description of OO&T

4.11 OO&T allows the Service Provider to log on to a secure site for placing and monitoring Requests with Chorus.

Access for Authorised Personnel

4.12 The Service Provider will provide Chorus with the names of 1 or 2 people to become OO&T user administrators. These people will then manage the creating and disabling of Service Provider staff accounts to access OO&T.

4.13 On request from the Service Provider, Chorus will reset, disable or alter the user administrator accounts.

Right to Restrict or Prohibit Use of OO&T

4.14 Subject to clause 4.15, Chorus may restrict or prohibit access to OO&T if any of the Service Provider's staff or systems:

(a) perform malicious or unintentional actions that damage or may potentially damage OO&T; or

(b) use OO&T in an unauthorised manner or in such a way that causes or may cause material performance issues,

provided that Chorus will restrict or prohibit access to the minimum extent practicable to protect OO&T and any related system.

Notice by Chorus of Restrictions

4.15 Chorus must use all reasonable endeavours to provide the Service Provider with reasonable prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Chorus will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

Additional Functionalities or Enhancements to OO&T

4.16 Chorus will seek feedback from the Service Provider before notifying the Service Provider of any additional functionality or enhancements to OO&T which affects the use of OO&T in accordance with this Operations Manual.

4.17 The Service Provider will modify its own provisioning systems and/or operational procedures to the extent required.

4.18 The Service Provider will utilise the additional functionalities or enhancements to OO&T as notified by Chorus from the date specified in Chorus' notice (at the latest).

4.19 The Service Provider is responsible for ensuring that its own systems are configured in accordance with its use of OO&T and comply with the requirements in the Chorus Web Services Interface Software Development Kit and the OO&T User Guide.

- 4.20 In the event of any such additional functionalities or enhancements, Chorus will provide support materials briefing and re-training support as reasonably necessary.

Chorus Costs

- 4.21 Chorus will be solely responsible for 'Chorus' costs of designing and developing OO&T, including any modifications and enhancements.

Service Provider's Costs

- 4.22 The Service Provider will be solely responsible for all its own costs including the costs of modifying its systems and processes to interface with OO&T and B2B.

OO&T Charges

- 4.23 Chorus will charge a monthly licence fee for OO&T as set out in the relevant Price List.

Use of OO&T

- 4.24 The Service Provider must only use OO&T for purposes authorised by Chorus.

Availability

- 4.25 Chorus will use all reasonable endeavours to ensure that OO&T is available to the Service Provider 24 hours a day, 7 days a week. Chorus does not warrant or guarantee that the Site will be available continuously or that the operation of the Site will be error-free.
- 4.26 Chorus must take all reasonable steps to prevent the introduction of viruses or other destructive features to OO&T, but Chorus does not guarantee that it is free of such viruses or other destructive features.
- 4.27 Chorus does not warrant or guarantee that the Site will be fit for any purpose except that expressly stated by Chorus.

Business Continuity

- 4.28 If Chorus advises the Service Provider OO&T is unavailable, the Service Provider may submit provisioning requests by emailing the relevant business continuity form to Chorus.
- 4.29 The relevant business continuity form will be available from Chorus on request.
- 4.30 All business continuity forms submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Service Provider's name in the email subject line as below:

[Form Name] - [Service Provider Name] - [Service Provider reference number]

- 4.31 Once completed, business continuity forms must be sent to the business continuity email address advised by Chorus in accordance with section 2.

Security

- 4.32 The Service Provider must use reasonable care to protect the security of the Service Provider's user identification details for OO&T (for example, user IDs and passwords) and only give those details to authorised personnel. The Service Provider is responsible for the control and distribution of the Service Provider's user identifications and for any damage resulting from their use. A user identification contained in an electronic document is sufficient to verify the sender's identity and their authority to make the Request on behalf of the Service Provider.
- 4.33 A Request that is submitted using OO&T is deemed to be received by Chorus at the time that the electronic communication containing the Request enters OO&T. Any Requests received outside of Business Hours will be deemed to have been received by Chorus in the first Business

Hour of the following Business Day (or Business Day as applicable). Any notification or other communication that is sent by Chorus to the Service Provider using OO&T is deemed to be received by the Service Provider at the time that the electronic communication containing the notification leaves OO&T or other connected system under Chorus' control.

Username and Passwords

- 4.34 The Service Provider is responsible for all use of the Site made using its usernames and passwords, whether use is made by or on behalf of the Service Provider, by a person with dedicated usernames and passwords, or by someone else using the Service Provider's usernames and passwords.
- 4.35 The Service Provider must protect and secure its usernames and passwords from unauthorised use. If the Service Provider believes there has been a breach of security of its usernames or passwords, such as theft or unauthorised use, it should notify Chorus immediately by e-mail to CNZUserAccess@chorus.co.nz.

5. Customer Authorisation For Transfer Requests

Reciprocity

- 5.1 Customer authorisations for transfers and direct supply ("**Customer Authorisations**") must be obtained in a reciprocal manner in accordance with this section 5.

Format of Authorisation

- 5.2 The Customer Authorisation:
- (a) must be obtained in accordance with the Customer Transfer Code; and
 - (b) be in the form of:
 - (c) a written statement that is signed by the Customer; or
 - (d) an orally recorded statement by the Customer,
 - (e) unless otherwise agreed between the parties.

- 5.3 An example consent form can be obtained in accordance with clauses 17.1 to 17.3.

Content of Authorisation

- 5.4 A Customer Authorisation must contain, at a minimum, the following:
- (a) the Customer's details, including name or business name, and the contact name and phone number of authorised representative who is giving the consent, where applicable;
 - (b) acknowledgement from the person communicating that they are either the Customer or the authorised representative and so entitled to request a transfer in respect of the services referred to in the Customer Authorisation;
 - (c) the Customer's agreement to transfer services used by the Customer to the Gaining Service Provider ("**GSP**");
 - (d) the date of the Customer Authorisation;
 - (e) the Customer's acknowledgement that they have been informed by the GSP of, and accept the information set out in, clause 5.5; and

- (f) confirmation from the Customer that the information provided by the Customer to the GSP is true and correct.

Informed Customer Authorisation

5.5 In the process of obtaining the Customer Authorisation, the GSP must inform the Customer:

- (a) that the Customer is transferring a service or services from their existing service provider to the GSP;
- (b) that the Customer may continue to have outstanding obligations to the Losing Service Provider ("**LSP**") and it is the Customer's responsibility to check the terms and conditions of its existing contracts relating to the services being transferred;
- (c) of the standard terms, conditions, and costs associated with the transfer, and where the Customer may find the full terms and conditions; and
- (d) that by transferring their services:

 - (e) the service(s) associated with the relevant line or circuit number may be disconnected from the LSP and may result in finalisation of the Customer's account for that service; and

- (f) there may be services that might not be able to be supported by the GSP (if applicable).

Validity Period

- 5.6 Unless agreed otherwise with a Customer, to be valid, a Transfer Request or Direct Supply Notification must be made within 30 days of the date of the Customer Authorisation.
- 5.7 The GSP must retain all Customer Authorisations for a period that allows them to meet their obligations in these clauses 5.6 to 5.8 .
- 5.8 A LSP may request a copy of the Customer Authorisation, provided such request is made within 12 months of the completion of the Transfer Process (or in the case of direct supply, within 12 months of the Billing Cessation Advice). The GSP must provide a copy of the relevant Customer Authorisation to the LSP within 5 Business Days of the LSP's request.

6. Transfers

Transfer Overview

- 6.1 Subject to section 5, the process contained in this section 6 (the "**Transfer Process**") is to be used for transferring services to the Service Provider in respect of a Transfer Request. A Transfer Request can be made on the request of a Customer, for the Service Provider to sell to that Customer services that at the time of the request are provided by an Other Service Provider to that Customer where Services are the same as Services that the Service Provider can obtain under the WCSA (a "**Reassignment Request**"). In that case, the Customer is referred to in this clause as the "**Transferring Customer**".

Transfer Requests

6.2 Transfer Requests must be submitted using OO&T, unless:

- (a) the Service is not covered by OO&T; or
- (b) OO&T is unavailable for more than 5 Consecutive Business Hours,

in which case the Transfer Request must be submitted in accordance with clauses 6.6 and 6.7.

6.3 Transfer Requests will only be received by Chorus and provisioned by Chorus during Business Hours. Transfer Requests submitted to Chorus outside of Business Hours will be deemed to have been received by Chorus in the first Business Hour of the following Business Day.

6.4 Chorus is entitled to rely on a Transfer Request as evidence that the transfer and/or discontinuance of the Services that are the subject of that Transfer Request has been consented to by the Transferring Customer, and that the Transferring Customer understands and is aware of the rights of the LSP under the Customer Transfer Code.

OO&T

6.5 For each Transfer Request that is submitted using OO&T, the Service Provider must complete all fields that are marked as mandatory.

Submitting Transfer Requests

6.6 For each Transfer Request that is not covered by OO&T (or where OO&T is unavailable for more than 5 Consecutive Business Hours), the Service Provider must submit Transfer Requests to Chorus by email, as specified below:

- (a) the appropriate Transfer Request form, must include all the information contained in the applicable Voice Services or Data Services or Broadband Services form provided in accordance with clauses 17.1 to 17.3;
- (b) all requests must come from a generic mailbox. This mailbox must include the Service Provider name in the email address; and
- (c) the subject line of the email must utilise one of the following formats:
 - (i) RES-R/A-[Service Provider]-Carrier Reference #
 - (ii) BUS-R/A-[Service Provider]-Carrier Reference #
 - (iii) BUS-R/A-Type of Service-[Service Provider]-Carrier Reference #

6.7 The Service Provider must send the completed Transfer Request form to Chorus' Provisioning Team at the relevant address listed below:

- (a) For Voice Services: wholesale@chorus.co.nz;
- (b) For Data Services: data_ic@chorus.co.nz; or
- (c) For Broadband Services: wholesale_ubs@chorus.co.nz.

Standard Lead-times

6.8 If applicable the Standard Lead-times for Transfer Requests are set out in Schedule 1 of the Special Terms. These Standard Lead-times are minimum targets only and Chorus is not legally obliged to achieve them.

6.9 The Standard Lead-times are measured from acceptance by Chorus of the Transfer Request (or from the Deemed Acceptance Time, where a Deemed Acceptance Time is provided for in the Special Terms) to completion of the Transfer Request.

Projects

6.10 The Standard Lead-times and Service Levels do not apply to Projects (as defined in the Special Terms). The Service Provider should contact their Service Delivery Manager to discuss requirements and timeframes of the Project.

Updating a Transfer Request

- 6.11 The Service Provider may update an existing Transfer Request that has been submitted either via email or by using OO&T. If the Transfer Request has been submitted using OO&T, changes to the Transfer Request can be made before the Transfer Request has been actioned and a RFS date is showing. However, changes to the RFS date within Standard Lead-times can be made to an existing Transfer Request that has been actioned by flagging the order in OO&T. Any other change to a Transfer Request that has been actioned will require cancellation and re-submission of the Transfer Request.
- 6.12 If the Service Provider updates an existing Transfer Request, all of the relevant Service Levels for that Transfer Request are restarted.
- 6.13 If during the "Transfer Process" the Customer advises Chorus that it does not want to transfer their services to the Service Provider, Chorus may where possible cancel the Transfer Request and send the Service Provider the applicable reject code. Chorus must first obtain the Customer's Authorisation (in accordance with clause 5 of this Operations Manual) before cancelling the Transfer Request.

Request Validation, Processing and Rejection

- 6.14 Chorus will perform a validation check of each Transfer Request it receives. That validation check will determine whether any of the rejection criteria listed in Appendix 1 apply.
- 6.15 A Transfer Request will be deemed invalid and may be rejected by Chorus within 2 Business Days if it has not been completed in accordance with this clause 6. Chorus will notify the Service Provider by use of applicable rejection codes as listed in Appendix 1.
- 6.16 As Chorus identifies new valid reasons for rejection, it will endeavour to amend this Operations Manual accordingly. If Chorus rejects a Transfer Request for the reason that is "Not otherwise specified", Chorus will provide the Service Provider with an explanation (in addition to the rejection code for "Not otherwise specified") of the reason for the rejection and, if Chorus believes a new rejection reason should be created:
- (a) how that rejection reason will be specified in the Operations Manual; and
 - (b) the consequential amendments, if any, required to the processes and forms in the Operations Manual.
- 6.17 Chorus will give its reasonable consideration to waiving any irregularities in the information provided within a Transfer Request (for example, spelling errors), which do not have a material impact on Chorus' ability to process a Transfer Request.

Confirmation of Requests

- 6.18 Chorus will provide a confirmation that the transfer was successful to the GSP and/or LSP (as the case may require) within 1 Business Day following completion of a transfer ("**Transfer Confirmation**"). The Transfer Confirmation will also set out the effective billing date of the services and any other information that may be appropriate to enable the Service Provider to cease or start billing the Customer. A Transfer Confirmation will only be received by the Service Provider during Business Hours. Transfer Confirmations submitted to the Service Provider outside of Business Hours will be deemed to have been received by the Service Provider in the first Business Hour of the following Business Day. If the Transfer Request has been submitted using B2B, the Transfer Confirmation will be available for the Service Provider to view under the Status Update Web Service. If the Service Provider is not the LSP, the Service Provider is responsible for ensuring that the LSP receives notification that the transfer was successful.

Customer Contact

- 6.19 Without affecting Customer contact unrelated to and not generated by information provided to Chorus under the WCSA, during the Transfer Process Chorus staff may contact the Transferring Customer about any processing/technical issues, which may include clarifying the

basis on which the other service provider may continue to supply services to the Transferring Customer.

Fees

- 6.20 For each Reassignment Request, Chorus will charge the Service Provider the reassignment fees as set out in the Price List. Chorus may charge the Service Provider the applicable reassignment and/or transition fees set out in the Price List to recover the costs associated with reversing any unauthorised transactions (without limiting Chorus' other rights under the WCSA).

Completions

- 6.21 To complete the Transfer Process, Chorus must:
- (a) for each Service being reassigned:
 - (i) commence providing that Service and any Associated Service to the Service Provider under the WCSA, and commence billing the Service Provider for those Services under the WCSA; and
 - (ii) cease providing that Service under whatever basis it was previously being supplied;
 - (b) for each Service being discontinued:
 - (i) cease providing that service under whatever basis it was previously being supplied; and
 - (ii) cease the provision of any Associated Service of that discontinued service; and
 - (c) for each service continuing to be supplied by a service provider continue the provision of the service to the Transferring Customer by that service provider.

Non-refusal

- 6.22 Chorus will not refuse to transfer or discontinue a Service on the grounds that such transfer or discontinuance may be a breach of contract by the LSP. However, such transfer or discontinuance is without prejudice to, and does not constitute a waiver by Chorus of, any of 'Chorus' rights in relation to the Service Provider.

7. Linecheck Toolkit

Linecheck Toolkit

- 7.1 Chorus will use reasonable endeavours to provide the Service Provider with the Linecheck Toolkit during the term of the WCSA.
- 7.2 The Service Provider may use the Linecheck Toolkit to create the Service Provider's own linecheck tool to assist in the promotion and selling of Broadband Services.
- 7.3 The Service Provider may only use the Linecheck Toolkit in accordance with the terms of the Linecheck Toolkit Reference Guide.

8. Requesting New Services and MACs

New Service Requests and MAC Requests

- 8.1 This clause 8 applies to New Service Requests and MAC Requests.

Submitting Requests

8.2 New Service Requests and MAC Requests must be submitted using OO&T, unless:

- (a) the Service is not covered by OO&T; or
- (b) OO&T is unavailable for more than 5 Consecutive Business Hours,

in which case the New Service Request must be submitted using a New Service Request form.

Mandatory Fields

8.3 For each New Service Request (or MAC Request) that is submitted via OO&T, the Service Provider must complete all of the fields that are marked as mandatory.

Submitting New Service Requests or MAC Requests

8.4 For each New Service Request (or MAC Request) that is not covered by OO&T (or where OO&T is unavailable for more than 5 Consecutive Business Hours), the Service Provider must complete and submit the relevant form as provided by Chorus.

8.5 All New Service Requests or MAC Requests submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Service Provider name in the email address.

8.6 The subject line of the email should utilise one of the following formats (Note: NEW = New Connection, MAC = Move, Add, Change, RQ = Relinquishment):

(a) Residential Format (Voice):

- (i) RES – NEW – [Service Provider Name] – Carrier Reference #
- (ii) RES – MAC – [Service Provider Name] – Carrier Reference #
- (iii) RES – RQ – [Service Provider Name] – Carrier Reference #
- (iv) RES – MAC QUERY – [Service Provider Name] – Carrier Reference #

(b) Business Format (Voice):

- (i) BUS – NEW – [Service Provider Name] – Carrier Reference #
- (ii) BUS – MAC – Type of Service - [Service Provider Name] – Carrier Reference #
- (iii) BUS – RQ – [Service Provider Name] – Carrier Reference #
- (iv) BUS – MAC QUERY – [Service Provider Name] – Carrier Reference #

Note: In instances where ISDN or Centrex are involved, please also include the Service type.

(c) Data Format (All Other)

- (i) NEW – [Service Provider Name] – Carrier Reference #
- (ii) MAC – [Service Provider Name] – Carrier Reference #
- (iii) RQ – [Service Provider Name] – Carrier Reference #
- (iv) NEW – QUERY – [Service Provider Name] – Carrier Reference #

- 8.7 Once completed, the form must be sent to the appropriate address as notified by Chorus to the Service Provider.
- 8.8 Complex Services, which involve multiple provisioning activities that cannot occur in parallel, have specific forms that must be used. Chorus will provide these forms to the Service Provider as appropriate.

Validation

- 8.9 Chorus will perform a validation check of each New Service Request (and MAC Request) that it receives. That validation check will determine whether the Request complies with the requirements of this clause 8 and whether any of the rejection criteria listed in Appendix 1 apply.
- 8.10 If a New Service Request (or MAC Request) is rejected, Chorus will advise the Service Provider of that rejection and will provide the Service Provider with the applicable rejection reason, listed in Appendix 1. Chorus will use all reasonable endeavours to identify all the errors in the invalid New Service Request (or MAC Request).
- 8.11 As Chorus identifies new valid reasons for rejection, it will endeavour to amend the Operations Manual accordingly. If Chorus rejects a New Service Request (or MAC Request) for the reason that it is "Not otherwise specified", Chorus will provide the Service Provider with an explanation (in addition to the rejection code for "Not otherwise specified") of the reason for the rejection and, if Chorus believes a new rejection reason should be created:
- (a) how that rejection reason will be specified in the Operations Manual; and
 - (b) the consequential amendments, if any, required to the processes and forms in the Operations Manual.

Irregularities

- 8.12 If an invalid New Service Request (or MAC Request) is received by Chorus, Chorus will give its reasonable consideration to waiving irregularities which do not have a material impact on Chorus's ability to process New Service Requests (or MAC Requests). Examples of such irregularities include:
- (a) use of different conjunctions (e.g. "&" instead of "and");
 - (b) improper application or omission of apostrophes;
 - (c) variations in letter case;
 - (d) use of initials instead of first names, or vice versa; or
 - (e) names where letters have been accidentally transposed but the meaning is still clear (e.g. Dominoin = Dominion).
- 8.13 If an irregularity is waived the New Service Request (or MAC Request) (as the case may be) will be treated as if it was valid. If an irregularity is not waived, Chorus will advise the Service Provider as soon as possible and provide a reference to the criteria by which the invalidity arises with each error identified by the appropriate rejection reason.

Time of Receipt and Provisioning

- 8.14 New Service Requests (and MAC Requests) will only be received by Chorus and provisioned by Chorus during Business Hours. New Service Requests (and MAC Requests) submitted to Chorus outside of Business Hours will be deemed to have been received by Chorus in the first Business Hour of the following Business Day.

Maximum Number of Daily Requests

- 8.15 The maximum number of New Service Requests (and MAC Requests) that can be submitted by the Service Provider each Business Day will be based on the forecasts that have been provided to Chorus.

RFS Date

- 8.16 If the New Service Request (or MAC Request) is accepted, Chorus will advise the Service Provider of an expected RFS date in accordance with the SLA.
- 8.17 If the Service Provider does not want the New Service Request (or MAC Request) to be completed until a date that is after the applicable Standard Lead-time, the Service Provider may nominate a desired RFS date in the Request form. Desired RFS dates are not binding on Chorus.

Standard Lead-times

- 8.18 The Standard Lead-times for New Service Requests (and MAC Requests) are set out in the applicable Special Terms appendix. These Standard Lead-times are minimum targets only and Chorus is not legally obliged to achieve them. Some of the Standard Lead-times apply to multiple Services. Some Services may not have a Standard Lead-time.
- 8.19 In those circumstances where Chorus is unable to provision the requested Services which are the subject of a New Service Request (or MAC Request) within the Standard Lead-times listed in Schedule 1, Chorus will offer the Service Provider an alternative expected RFS date, and if applicable, a quote for any additional costs required to deliver the Service over and above the standard installation charges. If the Service Provider rejects this offer, the New Service Request (or MAC Request) will be deemed to be cancelled.
- 8.20 The Standard Lead-times are measured from acceptance by Chorus of the New Service Request (or MAC Request) to completion of the New Service Request (or MAC Request).
- 8.21 The Standard Lead-time to relinquish a Service is measured to termination of the Service and cessation of billing. If equipment is to be removed from Customer premises then this removal could be done up to 21 days later.

Incorrect Customer Segment or Zone

- 8.22 If a New Service Request (or MAC Request) specifies the incorrect customer segment or zone:
- (a) Chorus will waive that irregularity and amend the New Service Request (or MAC Request) to specify the correct customer segment and zone as indicated in Chorus's records (subject to the fourth bullet point below);
 - (b) when Chorus waives the irregularity, the information as corrected by Chorus will apply for determining Charges and for all other purposes under the WSA;
 - (c) Chorus will notify the Service Provider of the corrected information when it provides confirmation of the completion of the New Service Request (or MAC Request); and
 - (d) Chorus will not waive the irregularity if the correct information means that the New Service Request (or MAC Request) would fail to comply with any of the other rejection reasons set out in Appendix 1 (e.g. if the corrected Request relates to a customer segment or zone in which the requested Service is not available under the WCSA).

Updating a Request

- 8.23 If the Service Provider updates an existing New Service Request (or MAC Request), all of the Service Levels for that New Service Request (or MAC Request) are restarted.

- 8.24 Chorus and the Service Provider will use reasonable endeavours to agree to a process for updating any existing New Service Request (or MAC Requests) that are not submitted using OO&T.

Confirmations

- 8.25 On completion of the provisioning of a New Service Request, Chorus must:
- (a) commence providing to the Service Provider, and commence billing the Service Provider for, all Services which are newly provided to the Service Provider; and
 - (b) provide the Service Provider with confirmation of the provisioning of the newly provided Services.
- 8.26 Chorus must:
- (a) for a valid MAC Request, use reasonable endeavours to provision the MAC; and
 - (b) provide confirmation of the provisioning of the MAC to the Service Provider for each Service that is the subject of the MAC.
- 8.27 Confirmations will only be received by the Service Provider during Business Hours. Confirmations submitted to the Service Provider outside of Business Hours, will be deemed to have been received by the Service Provider in the first Business Hour of the following Business Day.
- 8.28 If the Request has been submitted using B2B, the confirmation will be available for the Service Provider to view under the Status Update Web Service.

Fees

- 8.29 Chorus is entitled to charge the Service Provider the relevant New Service Request (or MAC Request) Charge set out in the relevant Price List where:
- (a) the Services (or MAC) have been successfully provisioned;
 - (b) Chorus was unable to access the site where the installation of Services covered by the New Service Request was to occur (or the MAC was to be provisioned); or
 - (c) the Service Provider cancels Services which are the subject of a New Service Request (or MAC Request) after that New Service Request (or MAC Request) has been submitted to Chorus.

9. Feasibility Study

Feasibility Study

- 9.1 Prior to lodging a New Service Request (or a MAC Request), the Service Provider may request Chorus to perform a feasibility study in respect of a Service or MAC, for the purpose of establishing, at the time of the study, whether or not Chorus has sufficient capacity and Network equipment available to deliver the relevant Service or MAC. Subject to resources, Chorus will use reasonable endeavours to perform the requested feasibility study. Where a feasibility study shows a Service or MAC cannot be delivered but could be delivered at a later date and/or for a specific additional cost (where such cost relates to Chorus exceeding its existing contractual obligations to the Service Provider), then Chorus will invite the Service Provider to consider a revised ready for service date or to request a specific pricing proposal. The Service Provider may also request a site audit of Services provided in regards to a particular site rather than a specified Service or MAC under this clause 9.1. To avoid doubt, confirmation by Chorus of spare capacity or Network equipment at the time of the study will not ensure the availability of capacity or Network equipment at a later date or time if and/or when a Request is received from

the Service Provider to provision the Service or MAC which was the subject of the feasibility study.

Charges

- 9.2 Chorus may charge on a reasonable time and materials basis each time it performs a feasibility study or site audit pursuant to clause 9.1.

SECTION 4 PROBLEM MANAGEMENT

10. OFM

Overview

10.1 Chorus has a web-based fault management system - OFM. OFM allows Service Providers to:

- (a) create a new trouble ticket;
- (b) retrieve a trouble ticket;
- (c) update a trouble ticket; and
- (d) create a basic report of fault interactions.

Terms of Provision

10.2 In relation to the Service, OFM is a Chorus system provided by Chorus in accordance with the WCSA. OFM may be replaced, enhanced or have functionalities added to it.

Training and Support

10.3 Chorus will provide reasonable initial set up training on OFM.

10.4 "Reasonable initial set up training" in this context consists of a workshop covering the items below, held at a Chorus nominated location. The workshop will address:

- (a) overview of forms for fault reporting;
- (b) basic details of the OFM (including demonstration of the system); and
- (c) Q&A.

10.5 The Service Provider will ensure that a reasonable number of staff (up to a maximum of 10) attend any training provided to the Service Provider in respect of OFM.

10.6 Any additional training required by the Service Provider beyond relevant reasonable initial set up training will be charged for by Chorus in accordance with the Price List.

Description of OFM

10.7 OFM allows the Service Provider to log on to a secure site for reporting and monitoring faults with Chorus.

B2B

10.8 The Service Provider can choose to directly integrate its systems with OFM via the B2B. If the Service Provider is interested in a B2B for OFM it can contact its Account Manager for documentation describing the development required to interact with the B2B. A trial agreement must be signed before access to a test site, after which a B2B Access Agreement will be required prior to migrating to a production instance.

Access for Authorised Personnel

10.9 The Service Provider will provide Chorus with the names of 1 or 2 people to become OFM user administrators. These people will then manage the creating and disabling of Service Provider staff accounts to access OFM.

- 10.10 On request from the Service Provider, Chorus will reset, disable or alter the user administrator accounts.

Right to Restrict or Prohibit Use of OFM

- 10.11 Subject to the notice provisions below, Chorus may restrict or prohibit access to OFM if any of the Service Provider's staff or systems:

- (a) perform malicious or unintentional actions that damage or may potentially damage OFM; or
- (b) use OFM in an unauthorised manner or in such a way that causes or may cause material performance issues; or
- (c) provided that Chorus will restrict or prohibit access to the minimum extent practicable to protect OFM and any related system.

- 10.12 Chorus must use all reasonable efforts to provide the Service Provider with prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Chorus will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

Additional Functionalities or Enhancements to OFM

- 10.13 Chorus will seek feedback from the Service Provider before notifying the Service Provider of any additional functionality or enhancements to OFM which affects the use of OFM in accordance with this Operations Manual.

- 10.14 The Service Provider will modify its own fault management systems and/or operational procedures to the extent required.

- 10.15 The Service Provider will utilise the additional functionalities or enhancements to OFM as notified by Chorus from the date specified in Chorus' notice (at the latest).

- 10.16 The Service Provider is responsible for ensuring that its own systems are configured in accordance with its use of OFM and comply with the requirements in the OFM User Guide.

- 10.17 In the event of any such additional functionalities or enhancements, Chorus will provide support materials briefing and re-training support as reasonably necessary.

Chorus Costs

- 10.18 Chorus will be solely responsible for Chorus' costs of designing and developing OFM, including any modifications and enhancements.

Service Provider's Costs

- 10.19 The Service Provider will be solely responsible for the costs of modifying their processes to work with OFM and modifying their systems to interface with OFM (if applicable).

OFM Charges

- 10.20 Chorus will charge a monthly licence fee for OFM as set out in the relevant Price List.

Use of OFM

- 10.21 The Service Provider must only use OFM for purposes authorised by Chorus.

Availability

- 10.22 Chorus will use all reasonable endeavours to ensure that OFM is available to Service Providers 24 hours, 7 days a week. Chorus does not warrant or guarantee that OFM will be available continuously or that the operation of OFM will be error-free.
- 10.23 Chorus must take all reasonable steps to prevent the introduction of viruses or other destructive features to OFM, but Chorus does not guarantee that it is free of such viruses or other destructive features.
- 10.24 Chorus does not warrant or guarantee that the OFM will be fit for any purpose except that expressly stated by Chorus.

11. Faults

Responsibility for Faults

- 11.1 Chorus is only responsible for faults that are within Chorus' responsibility, as set out in section 20 of the WCSA. If Chorus investigates and no fault is found or no fault for which Chorus is responsible is found, Chorus will charge the Service Provider the fault diagnosis charge as set out in the relevant Price List. Where Chorus is responsible for the fault, no fault diagnosis charge will be charged.

Initial Diagnosis by the Service Provider

- 11.2 It is the Service Provider's responsibility to provide initial fault diagnosis on all faults reported to it by its Customers. The requirements for this initial fault diagnosis are set out in section 21 of the WCSA.

Prediagnosis and Diagnosis Assistance

- 11.3 Chorus may provide the Service Provider with information and/or tools to assist with initial fault diagnosis and resolution by their own employees, contractors or agents. Chorus will investigate potential new methods of supplying that information.
- 11.4 The Service Provider may not use, distribute or allow access to such information other than for the purposes of initial fault diagnosis and resolution. Chorus will retain all intellectual property rights in any documents that it provides to the Service Provider.

Chorus

- 11.5 Except as specified under clauses 11.5 to 11.8, the Service Provider must use OFM for reporting all faults regarding the Services. If the Service Provider uses any other method to report a fault, the Service Levels as defined in the Special Terms will not apply to that fault.
- 11.6 Where Chorus advises the Service Provider that OFM is unavailable, the Service Provider must submit fault reports to Chorus by calling the 0800 fault reporting service number provided by Chorus. Chorus must use all reasonable endeavours to advise Service Providers immediately upon becoming aware that the OFM is unavailable.
- 11.7 Once the Service Provider has provided initial fault diagnosis, complied with section 21 of the WCSA and determined that it requires Chorus' assistance to resolve the fault, the following information is required when reporting a fault:
- (a) confirmation that the initial fault diagnosis has been completed;
 - (b) contact name and phone number of the Service Provider staff member logging the fault;

- (c) contact name, phone number, and alternate phone number of the Customer experiencing the fault (where appropriate);
- (d) Customer's Service Identifier for service that is experiencing the fault (where appropriate);
- (e) fault type and description;
- (f) time the fault occurred;
- (g) address and contact details for the site of the fault (where appropriate); and
- (h) any other relevant information.

11.8 If any of the above information is not provided, the Service Levels in the Special Terms will not apply.

Hours of Operation

- 11.9 Faults can be logged 24 hours a day, 7 days a week.
- 11.10 Chorus' hours of operation for fault restoration are 0700 to 1900, 7 days a week. If a fault is logged outside of those hours, Chorus may only start working on the fault as from 0700 the following day. Extended fault restoration hours apply for emergency faults; core network service faults (see clauses 11.20 and 11.21) and any other products or services as agreed.
- 11.11 For the purpose of determining whether Chorus has met any relevant Service Levels for dealing with faults, any faults submitted to Chorus outside of Fault Restoration Hours will be deemed to have been received by Chorus in the first Fault Restoration Hour of the following day.

Fault Tracking

- 11.12 All faults will be logged in OFM and the Service Provider will be given a fault reference number and an expected fault restoration time. The expected fault restoration time will be provided in accordance with Chorus' fault prioritisation systems.
- 11.13 Chorus will use all reasonable endeavours to meet the notified expected fault restoration time.
- 11.14 Where Chorus has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, Chorus will advise the Service Provider of a revised fault restoration time. In that situation the Service Levels in the Special Terms will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.
- 11.15 The Service Provider will be able to check the progress of a fault via OFM. The fault reference number is to be used in all communications regarding the fault.

Fault Report Acknowledgement

- 11.16 When a fault report is received, Chorus will advise the Service Provider, acknowledging receipt of the fault report.

Chorus Contractor Work

- 11.17 If Chorus identifies the need to send a faults contractor, Chorus will update OFM.
- 11.18 The Service Provider's helpdesk is responsible for coordinating site access and any required outage window with the Customer.

Fault Closure

- 11.19 Once the fault has been resolved, Chorus will notify the Service Provider via OFM (or other means) that the fault has been resolved, confirm the reference number and, where possible, provide the cause of the fault and any actions taken to reach resolution.

Emergency and Core Network Faults

- 11.20 Emergency and core network faults reported to Chorus outside of the hours of operation set out in clause 11.9 to 11.11 will be treated on a case by case basis.

- 11.21 In the first instance, Chorus will propose a temporary solution. However, in the absence of a viable temporary solution, Chorus may schedule a callout to respond to core network faults, or to emergency faults relating to:

- (a) Medical Emergencies;
- (b) where the Customer provides an essential community service (e.g. police or a doctor's residence); or
- (c) where there is a mass outage that impacts on 200 or more Customers.

Core Network Service Faults

- 11.22 Chorus' hours of operation for fault restoration are 24 hours a day, 7 days a week for faults that relate to core network services. The list of "core network services", and the relevant components of those services, will be agreed in accordance with Appendix 2.

Escalation Protocol

- 11.23 The Escalation Protocol is provided in Appendix 3.

12. Outages

Planned and Unplanned Outages

- 12.1 Chorus will provide outage notifications to the Service Provider via email in accordance with clause 19 of the WCSA. The Service Provider's email address(es) for receipt of these notifications will be advised to Chorus by the Service Provider from time to time.

Work on the Service Provider's Network or Equipment

- 12.2 If the Service Provider intends to conduct any work on the Service Provider's Network or any Customer network or equipment, and that work is likely to affect any Service that is sold to the Service Provider's Customer, the Service Provider will use reasonable endeavours to give Chorus prior notice of that work. The Service Provider's notice must be given to the Chorus Restoration Group ("**CRG**") and include:

- (a) a brief explanation of the reason for the work;
- (b) the intended date, time, and duration of the work;
- (c) the name of the Customer(s) and a description of the Services that will be affected by the work; and
- (d) the name and contact details of the Service Provider's representative(s) who provided the notice.

SECTION 5 BILLING

13. Billing

Invoicing

- 13.1 Chorus will invoice the Service Provider for all Charges on a monthly basis in accordance with sections 25 and 26 of the WCSA. Invoices will be in an electronic bill format ("**eBill**"). eBill will replace the provision of a paper invoice, except that a printed GST summary will be provided to the Service Provider.
- 13.2 Chorus will transmit the eBill using a secure FTP gateway. The eBill can be accessed on the FTP gateway through a web browser. Alternatively, the Service Provider can arrange with the secure FTP gateway provider (as advised by Chorus) to write their own scripts and access the eBill through a script platform.
- 13.3 The Service Provider will provide Chorus with the list of people that are authorised to download the eBill file. Chorus will set up access rights for these people on the FTP gateway.
- 13.4 Chorus will provide the eBill and the printed GST summary to the Service Provider free of charge. If the Service Provider requests further information and Chorus agrees to provide that information, Chorus may charge the Service Provider on a reasonable time and materials basis. The Service Provider may require Chorus to provide a quote for any such request for further information.
- 13.5 Chorus will maintain one or more separate Service Provider accounts for Services provided to the Service Provider under the WCSA. Chorus may alter the account structure as it considers appropriate unless the parties otherwise agree that Chorus must consult with the Service Provider prior to altering the account structure.

Using the TED Customer Portal

- 13.6 Chorus uses salesforce.com as its CRM system. This system is referred to internally as TED (Tell me; Educate me; Describe to me). A Web-portal was built into TED for the processing of billing enquiries, Invoice Errors, and Invoice Disputes. This feature is known as the TED Customer Portal. The TED Customer Portal will be the primary means by which the Service Provider shall notify Chorus of billing enquiries, Invoice Errors, and Invoice Disputes, subject to the exceptions provided below.
- 13.7 The link to the TED Customer Portal can be found on the Chorus website at the following link:
- (a) <http://www.chorus.co.nz>
- 13.8 The TED Customer Portal allows the Service Provider to:
- (a) submit and track the status of cases;
- (b) update existing cases;
- (c) open closed cases; and
- (d) utilise trend reporting provided by Chorus.
- 13.9 For the avoidance of doubt, Chorus and the Service Provider acknowledge that the TED Customer Portal utilizes calendar days rather than Business Days. Both parties will be mindful of this fact when determining when matters are deemed to have been notified etc.

Billing enquiries

- 13.10 The Service Provider shall lodge all billing enquiries using the TED Customer Portal.

- 13.11 Chorus will acknowledge the query within 4 Business Hours and will attempt to resolve it within the current billing period. Frequent updates will be given.
- 13.12 For the avoidance of doubt, the process set out in this clause is an informal enquiry process that does not limit section 28 of the WCSA.

Invoice Errors

- 13.13 Invoice Errors are defined in clause 28.1 of the WCSA. The Service Provider shall lodge Invoice Errors using the TED Customer Portal.
- 13.14 Notwithstanding the above, the Service Provider may use the formal notice procedure set out in clause 28 of the WCSA if it does not wish to use the TED Customer Portal to notify Invoice Errors.
- 13.15 The Service Provider shall provide Chorus with the full details required by clause 28 and clause 35 of the WCSA.

Invoice Disputes

- 13.16 Two types of disputes can arise from Invoices as described in clause 28 of the WCSA. These are disputes arising from Invoice Errors and other Invoice Disputes i.e. disputes which do not arise from Invoice Errors. The Service Provider shall lodge these disputes using the TED Customer Portal.
- 13.17 Notwithstanding the above, the Service Provider may use the formal notice procedure set out in clause 28 of the WCSA if it does not wish to use the TED Customer Portal to notify such disputes.
- 13.18 The Service Provider shall provide Chorus with the full details required by clause 28 and clause 35 of the WCSA.

Exceptions to use of the TED Customer Portal

- 13.19 Notwithstanding clauses 13.13 to 13.17 above, if the TED Customer Portal is unavailable for use, the Service Provider may raise a billing enquiry by emailing Chorus' Services Billing Team at [wholesalebilling@chorus.co.nz].

Terms of Provision

- 13.20 The TED Customer Portal is a Chorus System provided by Chorus in accordance with the WCSA, this Operations Manual and the TED Customer Portal User Guide. The TED Customer Portal may be replaced, enhanced or have functionalities added to it.

Training and Support

- 13.21 Chorus will provide reasonable initial set up training for the TED Customer Portal.
- 13.22 "Reasonable initial set up training" in this context consists of Chorus' Services Billing Consultant carrying out face to face training at a nominated location. If for any reason face to face training is not possible, audio training will be undertaken. The training will address:
- (a) Overview of the TED Customer Portal (including how to raise and track billing cases, how to update cases and how Chorus will communicate with the Service Provider using the Portal.)
 - (b) Demonstration of the system;
 - (c) Demonstration of the reporting available; and
 - (d) Q&A.

13.23 The Service Provider will ensure that the correct staff attends any training provided.

Access for Authorised Personnel

13.24 The Service Provider will provide Chorus with the names of 1 or 2 people to become TED Customer Portal users. Chorus' Services Billing Team will then create logon's for the nominated users.

13.25 The Service Provider must notify Chorus at wholesalebilling@chorus.co.nz if one of the users no longer requires access (because they have changed position or left the company.) Chorus' Services Billing Team will then remove access and reallocate to another nominated user upon request by the Service Provider.

Right to Prohibit Use of the TED Customer Portal

13.26 Subject to clause 13.2, Chorus may restrict or prohibit access to the TED Customer Portal if any of the Service Provider's staff or systems:

- (a) perform malicious or unintentional actions that damage or may potentially damage the TED Customer Portal; or
- (b) use the TED Customer Portal in an unauthorised manner or in such a way that causes or may cause material performance issues;

provided that Chorus will restrict or prohibit access to the minimum extent practicable to protect the TED Customer Portal and any related system.

Notice by Chorus of Restrictions

13.27 Chorus must use all reasonable endeavours to provide the Service Provider with reasonable prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Chorus will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

Additional Functionalities or Enhancements to the TED Customer

13.28 Chorus will seek feedback from the Service Provider before notifying the Service Provider of any additional functionality or enhancements to the TED Customer Portal which affects the use of the TED Customer Portal in accordance with this Operations Manual.

13.29 The Service Provider will modify its own operational procedures to the extent required.

13.30 The Service Provider will utilise the additional functionalities or enhancements to the TED Customer Portal as notified by Chorus from the date specified in Chorus' notice (at the latest.)

13.31 In the event of any such additional functionalities or enhancements, Chorus will provide support materials briefing the re-training support as reasonably necessary.

Chorus' Costs

13.32 Chorus will be solely responsible for Chorus' costs of designing and developing the TED Customer Portal, including any modifications and enhancements.

Service Providers Costs

13.33 The Service Provider will be solely responsible for all its own costs including the costs of modifying its processes.

Use of the TED Customer Portal

- 13.34 The Service Provider must only use the TED Customer Portal for purposes authorised by Chorus.

Availability

- 13.35 Chorus will use all reasonable endeavours to ensure that the TED Customer Portal is available to the Service Provider 24 hours a day, 7 days a week. Chorus does not warrant or guarantee that the Site will be available continuously or that the operation of the Site will be error-free.
- 13.36 Chorus must take all reasonable steps to prevent the introduction of viruses or other destructive features to the TED Customer Portal, but Chorus does not guarantee that it is free of such viruses or other destructive features.
- 13.37 Chorus does not warrant or guarantee that the Site will be fit for any purpose except that expressly stated by Chorus.

Security

- 13.38 The Service Provider must use reasonable care to protect the security of the Service Provider's user identification details for the TED Customer Portal (for example, user IDs and passwords) and only give those details to authorised personnel. The Service Provider is responsible for the control and distribution of the Service Provider's user identifications and for any damage resulting from their use. A user identification contained in an electronic document is sufficient to verify the sender's identity and their authority to make the Request on behalf of the Service Provider.
- 13.39 A Request that is submitted using the TED Customer Portal is deemed to be received by Chorus at the time that the electronic communication containing the Request enters the TED Customer Portal. Any Requests received outside of Business Hours will be deemed to have been received by Chorus in the first Business Hour of the following Business Day (or Business Day as applicable). Any notification or other communication that is sent by Chorus to the Service Provider using the TED Customer Portal is deemed to be received by the Service Provider at the time that the electronic communication containing the notification leaves the TED Customer Portal or other connected system under Chorus' control.

Username and Passwords

- 13.40 The Service Provider is responsible for all use of the Site made using its usernames and passwords, whether use is made by or on behalf of the Service Provider, by a person with dedicated usernames and passwords, or by someone else using the Service Provider's usernames and passwords.
- 13.41 The Service Provider must protect and secure its usernames and passwords from unauthorised use. If the Service Provider believes there has been a breach of security of its usernames or passwords, such as theft or unauthorised use, it should notify Chorus immediately by e-mail to CNZUserAccess@chorus.co.nz.

SECTION 6 OTHER

14. Equipment Responsibilities

Equipment Responsibilities

- 14.1 Where Chorus provides the Service Provider with any of 'Chorus' Equipment or Chorus manages any other equipment as part of any Service, the Service Provider will, where applicable:
- (a) provide proper lighting, air conditioning and fire protection, an approved power supply and approved wiring, and meet any other special requirements set out in the WCSA relating to the Chorus Equipment;
 - (b) make sure any software forming part of or loaded on the equipment (other than software provided by Chorus) is not affected by any virus at the time Chorus begins to manage the equipment; and
 - (c) only use 'Chorus' Equipment at the agreed site location, where one has been specified.

15. Requirements for Customer site visits

Arranging Time for Customer Site Visits

- 15.1 If a Chorus representative is required to visit a Customer's site, the Chorus representative will confirm arrangements with the relevant Customer prior to the site visit. The arrangements may be pre-arranged between the Service Provider, the Customer and the relevant Chorus representative. Fault and provisioning related visits will be by appointment and need not be confirmed.

Arriving on Time

- 15.2 The Chorus representative will use all reasonable endeavours to start all visits to a Customer's site at the time agreed with the relevant Customer.

Courtesy

- 15.3 When interacting with Customers, Chorus representatives will always act in a professional and courteous manner and will not use that interaction for sales and marketing purposes.

Confirming Details and Outcomes of Visit

- 15.4 At the completion of all site visits, the relevant Chorus representative will re-establish contact with the Customer's primary contact and confirm the details of action taken and outcomes from the visit. This information will be conveyed in a professional and uncomplicated manner so that the Customer may be fully informed about the work that has been undertaken, any actions remaining outstanding and a full description of the outcomes achieved.

Conflicting Instructions

- 15.5 Subject to clause 15.6, the appropriate Chorus representative must contact the Service Provider for instructions in the event of conflicting instructions between an Customer and the Service Provider.

Additional Work

- 15.6 Where a Chorus representative is at an Customer's premises for the purpose of provisioning or restoring any Service and reasonably considers that additional minor work is required to

successfully provision or restore that Service ("**Additional Work**"), the Service Provider authorises Chorus to accept and act on a request from an Customer to carry out that Additional Work. Without limitation, examples of Additional Work are:

- (a) where the Service Provider has requested a Broadband "connection only" installation but a "connection and wiring" installation is required;
- (b) installation of jackpoints to provide voice access service; and
- (c) extension of building cabling to deliver service within Customer premises.

- 15.7 Chorus' representative will only carry out Additional Work where an Customer has provided signed authorisation for the Additional Work and Chorus has used reasonable endeavours to ensure that the Customer understands that charges may apply.
- 15.8 A sales and service advice note will be completed for any Additional Work for billing purposes. Chorus will charge the Service Provider the relevant fee set out in the relevant Price List for the Additional Work.
- 15.9 Chorus will not charge the Customer for Additional Work. The Service Provider is responsible for billing Customers for any charges for Additional Work.
- 15.10 The Service Provider may request a copy of the signed authorisation where an Customer has queried the charge for the Additional Work.

Abortive Customer Site Visit Charge

- 15.11 When for any reason outside Chorus' control it is unable to complete a visit at the scheduled time (e.g. an Customer is unavailable), Chorus may charge the Service Provider an abortive Customer site visit charge in accordance with the relevant Price List.

16. Operational Meetings

Frequency

- 16.1 Chorus and the Service Provider will hold operational meetings as mutually agreed by both parties.

Matters to be Covered

- 16.2 The operational meetings may cover matters such as:
 - (a) reviewing any Special Terms performance reports;
 - (b) identifying any process issues;
 - (c) developing resolution plans for any process issues;
 - (d) discussing any proposed amendments to this Operations Manual; or
 - (e) discussing any other operational matter that either party wishes to discuss.

Special Purpose Meetings

- 16.3 Special purpose meetings addressing specific issues or areas (such as billing) may be arranged as agreed by the parties.

17. Forms

Forms to be Accessible Via Secure Internet File Transfer

- 17.1 Chorus will make frequently-used forms available for access to Service Providers via Chorus' secure file transfer delivery mechanism, SIFT.
- 17.2 As required, other forms are available at the time of implementation or from the Chorus Account Manager.

Updating Forms

- 17.3 Chorus may update the forms in clause 17.1. Chorus will notify the Service Provider of any amendment and the Service Provider will use the updated form(s) for all requests or forecast information (as applicable) within 1 month of any notification under this clause.

18. Use of Chorus' Web-Based Systems

Use of Chorus' Web-based Systems

- 18.1 Chorus grants the Service Provider a non-exclusive, non transferable right during the term of the WCSA to access and use Chorus' web-based system as set out in this Operations Manual (namely OO&T, OFM, SIFT and the TED Customer Portal). Otherwise the Service Provider may not sub-license, use, modify, copy, create derivative works from, on-supply, retain in any medium, distribute or otherwise deal with the web-based system. The Service Provider is responsible for accessing to the web-based system via the internet and for all associated fees and equipment. Chorus reserves the right to restrict the Service Provider access to all or any part of the web-based system without notice. Until otherwise notified by Chorus, there is no automated interface provided and all data should be entered by physical persons. Should the Service Provider create any automation (of data entry, query or other functions) they do so at their own risk.

SECTION 7 GLOSSARY

Term	Definition
Additional Work	has the meaning set out in clause 15.6.
Associated Service	means, in relation to a Service that is the subject of a Request under clauses 6, 8 or a Direct Supply Notification (the " Requested Service "): any other service that Chorus notifies the Service Provider is an associated service of the Requested Service (having regard to the factors below); or any other service that for technical, operational, billing or other similar reasons cannot be supplied separately from the Requested Service.
B2B	means Business to Business Web Services Interface.
BAU Forecast	means a forecast as described in clause 3.11.
Broadband Service	means a WBS Service and/or an UBS Service.
Bulk Transfer	has the meaning set out in clause 0(a).
Bulk Transfer Forecast	means a Service Provider Forecast as described in clause 0(a).
Business Hours	means from 0800 hours to 1700 hours on any Business Day except where the time period is referable to a Business Day(s), in which case Business Hours means from 0800 to 1700 hours on any Business Day.
Business Day	means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays. Regional public holidays are considered to be Business Days.
Customer Authorisation	has the meaning set out in clause 5.1.
eBill	has the meaning set out in clause 13.2.
Escalation Protocol	means the protocol set out in Appendix 3.
Exception to BAU Forecast	is described in clause 3.23.
Forecast	means any or all (as the context requires) of the Forecasts required to be provided by the Service Provider in this Operations Manual.
Forecasting Spreadsheet	has the meaning set out in clause 3.3.
Gaining Service Provider (GSP)	has the meaning set out in clause 5.4.
Linecheck Toolkit	means Chorus' Broadband/UBS Linecheck Toolkit, as described in the Linecheck Toolkit Reference Guide.
Linecheck Toolkit Reference Guide	means Chorus' reference guide for the Linecheck Toolkit, as amended by Chorus from time to time.
Losing Service Provider (LSP)	has the meaning set out in clause 5.5.
MAC Request	means a request for a MAC, or a New Service Request, by the Service Provider in accordance with clause 8.
Medical Emergency	means a serious or foreseeable risk of death, injury or illness.
OO&T User Guide	means 'Chorus' user guide for OO&T.
RA	means Reassignment.
Reassignment Request	has the meaning set out in clause 6.1.
Request	means a request for a Service and includes a New Service Request, a Transfer Request, a Third Party Transfer Request and a MAC Request.
Site	The OO&T website: https://www.wireline.co.nz – that allows the Service Provider to log on to a secure site for placing and monitoring wholesale orders with Chorus.
SPOT Codes	means pricing codes used in the Chorus billing system to calculate Service pricing and used by the parties to identify certain Services (including voice services).

Term	Definition
Transfer Confirmation	has the meaning set out in clause 6.18.
Transferring Customer	has the meaning set out in clause 6.1.
Transition	means a change of Broadband service type and/or Service Provider.
Wholesale Services Agreement (WCSA)	means the Wholesale Commercial Services Agreement (including Attachments) of which this Operations Manual forms part.

APPENDIX 1 REJECTION CRITERIA

Reject code:	Description:	Determinable within standard lead-time to reject	Explanation:
007	Services not covered by WCSA	Yes	The form requests the transfer / supply of a service that is not covered by the WCSA
009	Unable to direct supply	Yes	The Transfer form requests the direct supply of a service that cannot be direct supplied by Chorus
010	Wrong Request Type	Yes	Request received using wrong order type
011	Open service order	Yes	There is an existing open service order in relation to the relevant service / line / circuit
012	Disconnection pending	Yes	A disconnection of the relevant service / line / circuit is pending
013	Name Mismatch	Yes	The customer name specified on the form is incorrect or does not match the information in 'Chorus' records
014	Invalid account number	Yes	The Customer account number specified on the form is incorrect or does not match the information in 'Chorus' records
015	Invalid line or address	No	The Customer line number or address specified on the form is incorrect or does not match the information in 'Chorus' records
018	Not capable of providing service	No	There is insufficient capacity on 'Chorus' Network, or equipment / plant is temporarily unavailable. (In most cases this notification will be on or after RFS date)
020	Incomplete information	Yes	The form does not contain all of the required information
021	Corrupt or unreadable	Yes	The form is wholly or partially corrupted or unreadable
023	Other incorrect information	No	The form contains other information that is incorrect or that does not match the information in 'Chorus' records
024	Eligibility criteria	Yes	The form requests the transfer of a Service in relation to a Customer who does not comply with the eligibility criteria for that Service
025	Discontinuance not requested	Yes	The residential Transfer form does not request the discontinuance of services that can be provided by Chorus following the transfer
0			
030	Disconnected line	Yes	The relevant line / circuit has been disconnected
031	2 in 1 Package	Yes	The residential package consists of mobile phone and landline
032	Business Line	Yes	The residential request has been submitted including a Business Line
033	Already Reassigned	Yes	The residential line requested for reassignment has already been reassigned to requesting Service Provider
034	Customer Cancellation	No	Customer has advised that they no longer want to proceed with this request
035	Password Error	Yes	The residential account password has not provided / incorrect

Reject code:	Description:	Determinable within standard lead-time to reject	Explanation:
036	Request service not present for deactivation	Yes	Unable to process this deactivation relinquishment request as service is not on the line
037	Requested service already present	Yes	The service which has been requested is already in existence
038	Not capable of providing service	No	Service requested is outside of the current service area (in most cases this notification will be on or after RFS date). This applies to broadband requests only
039	Bundled service	Yes	The customer has a bundled package that cannot be broken
040	Wrong order type	Yes	Request for new connection. However, customer has JetStream so a transition request is required. This applies to UBS requests only
041	Wrong service type	Yes	Requested as a Residential customer when it is Business and vice versa
042	Wrong order type	Yes	Request for new connection but customer has UBS so a transition request is required
043	Number not compatible	Yes	Number provided is not the main phone number for the customer's line
045	Not Chorus line	Yes	Customer has their voice access line with another Service Provider
046	Circuit mismatch	Yes	The working circuit number does not match the address given for service
047	Contact details	Yes	No site contact or contact details
048	Incompatible Service	Yes	Customer has an existing service/feature that is incompatible with the Service/feature requested
049	No Broadband	Yes	Broadband Transfer Request but Customer does not currently have Broadband
050	No matching access request found	No	Request to move existing access line cannot be located for a split-billed broadband move address
099	Not otherwise specified	No	Rejection does not fit into specific codes above

APPENDIX 2 CORE NETWORK SERVICES

Process

The Service Provider will complete a list in the form set out below of the "core network services" to which it wishes the 24/7 fault restoration hours under clause 0 to apply. The Service Provider may only request 24/7 fault restoration hours for the services listed below, and those hours will only apply for the components of those services that are listed below. The Service Provider may not request 24/7 fault restoration hours for services that are for the exclusive use of an Customer of the Service Provider.

Chorus will review the Service Provider's list of requested core network services and will advise whether it accepts that list or whether any modifications to the list are required. Any services or components that are not included in a list that is accepted by Chorus will not be subject to 24/7 fault restoration hours.

Included services and components

Service	Included components
Unbundled Partial Circuit Service	<i>WAN transport service to Chorus demarcation point.</i>
Unbundled Bitstream Service	<i>WAN transport service (including UBR Backhaul services where applicable) to Chorus demarcation point.</i>
<i>Backbone linking data service</i>	<i>Specific services and components as listed in the form below and agreed by Chorus.</i>

Form

The contents of this form are an example only.

Service	Component	Chorus Designation
<i>Backbone Linking</i>	<i>CPA1-CPA5</i>	<i>PDL12345</i>

APPENDIX 3 ESCALATION PROTOCOL

Rule No.	Escalation Rule	Further Explanation
1	Firstly identify correct escalation path.	Before any issue is escalated sufficient investigation should be undertaken to ensure that the functional group that will most likely be responsible for resolving the issue has been correctly identified, e.g. an NCA issue should be managed through the Chorus NCA escalation path and not via the Chorus Voice escalation path.
2	Attempt to resolve issues at BAU level before escalating them.	Every effort should first be made to resolve an operational issue at the BAU level, i.e. direct communication between the originator and the recipient.
3	First escalation should be via e-mail.	In the first instance an escalation at BAU level should be received via e-mail and clearly labelled as such with the email Subject Line beginning with "ESCALATION". The email should contain the relevant history of the issue, including the escalation history and when applicable the customer name, phone/circuit numbers and fault/service order numbers.
4	Level One and Two escalations shall be peer to peer.	If an operational issue can not be resolved at the BAU level it must first be raised by the team member with their own Team Leader/Manager. If the Team Leader/Manager agrees that the issue warrants being escalated to the other party they shall contact their peer in the other organisation and endeavour to resolve the issue between them – this would normally be the Level One escalation point. Under no circumstance should this step in the escalation path be bypassed unless every reasonable attempt to communicate with their peer in the other organisation has failed. Only then should the level one contact in company A attempt to escalate the issue to the level two contact in company B. Subject to the above, level two escalations should also be peer to peer.
5	A mutually agreed plan of action to resolve an issue shall not be interfered with by other individuals.	If a plan of action to address an escalated issue has been agreed to by both parties then no other individual from either organisation should attempt to interfere with that agreement. If another individual has a concern with an already agreed plan of action they should raise it in the first instance with the person in their own organisation that was party to the original agreement.
6	People who do not follow the above rules will be redirected to the correct point of escalation.	If, as part of an escalation, an individual is contacted by a person from the other company and it is discovered that that person has not followed the protocol described above, then that individual can at their discretion respectfully redirect that person to the correct escalation contact person.

APPENDIX 4 CLAUSES TO BE AMENDED BY AGREEMENT OF THE PARTIES

The following clauses of this Operations Manual may only be amended by agreement of the parties, unless the amendment is required to comply with the Customer Transfer Code:

- clause 1.6;
- section 3;
- clauses 4.11, 4.14 and 4.18;
- clauses 5.1 and 5.5;
- clause 6.1;
- clause 10.1;
- section 11;
- section 12;
- clause 13.7; and
- clause 18.1.