



Chorus UFB Services Agreement

UFB Handover Bulk Transfer Service

Service Description

Reference Offer

July 2024

## Document Version History

Version	Date	Author	Description of Change
1.0	September 2022	Mark West	Initial offering.
2.0	July 2024	Sergiy Kozakevych	Addition of RSP rearrangements

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## 1. Introduction

- 1.1. This Service Description is part of the Agreement as that term is defined in the Chorus UFB Services Agreement (last updated in January 2022, known as the “CSA” and/or the “Reference Offer”) General Terms.
- 1.2. The purpose of this Service Description is to detail the terms and conditions under which the UFB Handover Bulk Transfer Service will be provided.
- 1.3. Except to the extent modified by this Service Description the following Chorus Reference Offer documents apply to the provision of UFB Handover Bulk Transfer Service:
  - 1.3.1. General Terms;
  - 1.3.2. Price List;
  - 1.3.3. UFB Handover Connection - Service Description;
  - 1.3.4. Bitstream Services - Service Level Terms; and
  - 1.3.5. Bitstream Services – Operations Manual.
- 1.4. Capitalised terms used in this Service Description but not defined are as defined in the General Terms or the Operations Manual.

## 2. The UFB Handover Bulk Transfer Service

- 2.1. This UFB Handover Bulk Transfer Service (the “**Service**”) has been designed to meet the needs of Service Providers in acquisition, outsourcing and network rearrangement scenarios and recognises the impact of the current per End User Charges where Service Providers are transferring large numbers of Bitstream Services between Handover Points.
- 2.2. This Service will include a one-off post implementation credit against the standard Charges for the Bitstream Transfer Layer 2 change which is currently applied on a per End User basis. This means that the total paid by a Service Provider will amount to a fixed fee per destination Handover Point in the place of the per End User transfer Charges.
- 2.3. The Service is available where a Service Provider is moving large numbers of Connections from a single or multiple Handover Points to specific single or multiple Handover Points as further described in this Service Description.
- 2.4. In all other transfer or re-mapping scenarios, the standard Chorus processes and terms and conditions, including Charges, apply. LFC expects that, depending on the number of Connections to be transferred in bulk the standard per End User charge may be cheaper in some circumstances in which case, Service Providers are not required to follow the process outlined in this Service Description.
- 2.5. The UFB Handover Bulk Transfer Service has the following business rules (“**Business Rules**”) which the Service Provider must follow:
  - 2.5.1. Service Provider must provide:
    - a) a confirmed list of the Connections, Handover Point IDs and Access Seeker IDs (ASID) (both originating and destination) included in the relevant UFB Handover Bulk Transfer (a “**Bulk Handover Transfer request**”);
    - b) where the request involves 2000 or fewer Connections, not less than 30 days’ notice in advance at the commencement of the process; and
    - c) where Bulk Handover Transfer requests involve 2000 or more Connections, Service Provider must provide preferred scheduling for numbers of Connections being transferred but the timing will be as agreed with LFC at its discretion to ensure scheduling can be managed with networks and provisioning teams;

- 2.5.2. This Service applies only to UFB Bitstream Services Connections; and
- 2.5.3. In order to be eligible for the credit described in clause 6.2 below, all transfers between Handover Points in the list described in 2.5.1(a) will need to be submitted and must be completed within an 8-week window (unless a longer window is agreed with Chorus based on volume) from the date the first transfer Service Order within a Bulk Handover Transfer request is actioned. Standard Bitstream Transfer layer two change Charges will apply to any Handover Transfer Service Orders not completed within this 8-week window.

### **3. General Terms**

- 3.1. The General Terms in the Reference Offer apply to provision of UFB Handover Bulk Transfer Service subject to any modifications, exclusions and clarifications:
  - 3.1.1. set out in clause 3.2 below; and
  - 3.1.2. that are necessary to ensure the General Terms are appropriate to the provision of UFB Handover Bulk Transfer Service as notified by the LFC on 40 Business Days' notice.
- 3.2. UFB Handover Bulk Transfer Service may be withdrawn by the LFC on 12 months' notice. Clauses 5.2 (a) and (b) of the General Terms do not apply to the withdrawal of the UFB Handover Bulk Transfer Service. There is no Minimum Service Term applicable to the UFB Handover Bulk Transfer Service.
- 3.3. This Service Description may be changed by the LFC using the process for Agreement Changes set out in the General Terms except that:
  - 3.3.1. the Change Management Forum's prior approval of any such proposed Agreement Change under clauses 24.1 and 25 of the General Terms is not required; and
  - 3.3.2. the Service Provider may not propose any Agreement Change in relation to this Service Description in accordance with clause 24.1(b) of the General Terms.

### **4. Service Level Terms**

- 4.1. The Bitstream Services - Service Level Terms in the Chorus Reference Offer apply to provision of UFB Handover Bulk Transfer Service subject to any modifications, exclusions and clarifications:
  - 4.1.1. set out in this clause 4; and
  - 4.1.2. that are necessary to ensure the Service Level Terms are appropriate to the provision of UFB Handover Bulk Transfer Service as notified by the LFC on 40 Business Days' notice.
- 4.2. As the UFB Handover Bulk Transfer Service is carried out in accordance with an agreed plan negotiated with the Service Provider, the transfer dates are treated as Service Provider negotiated terms with respect to the applicable dates requested and agreed for provisioning, and therefore the Service Levels set out in the Service Level Terms for Bitstream Services do not apply.
- 4.3. As the Service Levels set out in the Service Level Terms for Bitstream Services do not apply, no Service Rebates will be payable by LFC for failure to meet those Service Levels during a Bulk Handover Transfer request. Any Service Rebates paid on the Connections on the list described in 2.5.1 (a) that relate to a Bulk Handover Transfer request will be reversed in the calculation of the credit described in clause 6.2.

### **5. Operations Manual**

- 5.1. The Bitstream Services Operations Manual in the Reference Offer applies to provision of the Service subject to any modifications, exclusions and clarifications:
  - 5.1.1. set out in this clause 5 below; and
  - 5.1.2. that are necessary to ensure the Operations Manual is appropriate to the provision of UFB Handover Bulk Transfer Service as notified by the LFC on 40 Business Days' notice.
- 5.2. The following clauses in this clause 5 apply in addition to clauses 6.10, 6.11, 6.12, 9.29, 9.30 and 9.31 of the Bitstream Services Operations Manual.
- 5.3. The LFC account team will work with the Service Providers to ensure they are complying with the Business Rules set out above in this Service Description and provide complete information.

- 5.4. Service Provider will be responsible for providing supporting details and list of Connections per Handover Point. Where there are multiple Handover Points, Service Provider will be responsible to providing a confirmed list of UFB Connections and Handover Point IDs (Access Seeker IDs) (ASID) included in the relevant Bulk Handover Transfer request.
- 5.5. Service Provider will still follow the BAU process and submit the transfer Service Orders through the Chorus portal or through the B2B web services interface as further described in the Bitstream Services Operations Manual.
- 5.6. Service Provider may schedule transfers out of standard Business Hours but support for the UFB Handover Bulk Transfer Service will only be provided during LFC standard Business Hours.
- 5.7. Any inflight End User Bitstream Layer 2 Transfer Service Orders that fail to complete transfer at the point the scheduled Bulk Handover Transfer request is carried out will need to be handled as an exception.
- 5.8. Other LFC and Service Provider responsibilities are as detailed in the General Terms.

## 6. Price List

- 6.1. Pricing of the UFB Handover Bulk Transfer Service is based on a per Handover Point Charge based on the Handover Point size and is applied at the conclusion of the bulk transfer 8-week window. The Charges are set out in item 1.32 of table A (UFB Ancillary Charge) of Appendix 3 (Ancillary Charges) of the Price List (the "**Bulk Transfer Charges**").
- 6.2. Individual Bitstream Transfer Layer 2 change Charges will still apply in the month of the transfer transactions and any Service Rebates paid on the Connections on the list described in 2.5.1(a) that relate to Bulk Handover Transfer request will both appear on the invoice of the Service Provider in their normal billing cycle. Depending on the length of time over which the Service is provided, up to a maximum of 8 weeks, these can appear across multiple billing periods. A post implementation single bulk End User Bitstream Transfer Layer 2 change Charges credit will be applied at the conclusion of the bulk transfer period as well as the Bulk Transfer Charges per Handover Point. LFC will endeavour to complete final billing within three months of the final transfer.

### Worked Example 1:

As a result of a Service Provider's acquisition, 1000 Connections transferred onto a 10G Handover Point including 10 x 1G plans for which one month's rental Service Rebate was paid (based on 2024 pricing):

Individual End User Transfer Charges during months of UFB Bulk Handover Transfer Service	1000 x \$27.66 =	\$27,660
Service Rebates for transfer orders paid by Chorus during months of UFB Bulk Handover Transfer Service:	10 x \$66.00 =	(\$660)
Credits for Bitstream Transfer Layer 2 changes applied at the end of the bulk transfer less Service Rebates paid:	1000 x -\$27.66 - 10 x \$66 =	(\$27,000)
UFB Handover Bulk Transfer Charge charged at the end of the bulk transfer 10G:		\$1,066.55
<b>Net Charges after completion of UFB Handover Bulk Transfer Service incl.:</b>		<b>\$1,726.55</b>

### Worked Example 2:

As a result of Service Provider network re-arrangements, 2000 BS 2/3 Connections transferred from 2 x 10G Handover Points onto 1 x 100G Handover Point (based on 2024 pricing):

Individual End User Change Order Charges during months of UFB Bulk Handover Transfer Service	2000 x \$2.31 =	\$4,620
Credits applied at the end of the bulk transfer less Service Rebates paid:	10 x -\$66.00 =	(\$660)
Credits for Bitstream Transfer Layer 2 changes applied at the end of the bulk transfer less Service Rebates paid:	2000 x \$2.31 - 10 x \$66 =	(\$3,960)
UFB Handover Bulk Transfer Charge charged at the end of the bulk transfer 100G:		\$2,133.10
<b>Net Charges after completion of UFB Handover Bulk Transfer Service incl.:</b>		<b>\$2,793.10</b>

- 6.3. This Service will apply a fixed Charge per Handover Point along with a varied credit depending on the volume of single End User Bitstream Transfer Layer 2 changes. The standard End User Bitstream Transfer Layer 2 change Charges and/or Individual End User Change Order Charges will apply for BAU subscriber moves and to any non-completed transfer Service Orders which were part of the original Bulk Handover Transfer request but complete outside of the 8-week window (unless a longer window has been agreed with Chorus).