

LICENCE TO INSTALL LFC EQUIPMENT EXPLANATORY NOTES



ultrafastfibre.co.nz

PURPOSE

Ultrafast Fibre is here because you have, or a person who occupies your premises has, ordered a UFB service from a telecommunications service provider, and they have asked us to carry out the installation work because we own the UFB network. In order to gain access to your property, and to limit any inconvenience to you (as the owner) and to people who occupy your property, Ultrafast Fibre wishes to enter into the attached Licence to Install Equipment (**Licence**) with you.

The purpose of the Licence is to record the terms that apply to Ultrafast Fibre entering your property in order to install, maintain, inspect, repair, relocate, replace, test, upgrade and/or remove any of the UFB network, ducting, cables, lines and associated equipment we own and use to connect your property to our network (the **UFB Network**).

We may also discuss with you the option of using part of the existing telecommunications cables, ducts and associated equipment at your property (the Existing Infrastructure). We will not do anything with the Existing Infrastructure without your agreement. The UFB Network and the fibre connection (and any Existing Infrastructure that we use) will provide the platform for telecommunications service providers to supply services to the people who occupy your property.

The type of equipment we are referring to includes fibre optic cables, pits, ducting, access terminals, external and internal termination points, interconnection equipment and (if required) telecommunications service provider equipment (e.g. a modem or a set-top box). Ultrafast Fibre will retain ownership of all of the UFB Network (but not any equipment that a telecommunications service provider installs or leaves at the property). You will retain ownership of the Existing Infrastructure, and all of the responsibilities in relation to that infrastructure.

WHY A LICENCE AND NOT AN EASEMENT?

Obtaining legal easements for every property would be a lengthy, complicated, and therefore costly, exercise. Therefore, to keep matters simple, we are requesting building owners to enter into the Licence.

The Licence is only required for properties like yours, i.e. a multi-unit dwelling, which is either a building that contains two or more distinct units (including the land on which the building is situated) or, a group of buildings that are used communally (including the land on which those buildings are situated). Unlike an easement, the Licence will not be registered against the certificate of title to your property, but simply remains as an agreement between you and Ultrafast Fibre that allows Ultrafast Fibre to install the fibre network on your property, and keep it maintained in the future. If you sell your property, all we ask is that you inform the purchaser of the Licence and ask them to get in touch with us. We will manage things with the new owner from there.

YOUR RIGHTS AND OBLIGATIONS

If you wish to undertake any alterations to any part of your property which will or may affect the UFB Network, or remove, replace or repair any of the Existing Infrastructure, then we require you to contact us to carry out that work in a manner which does not interfere with or damage the UFB Network. We will charge you for any work required to relocate, repair, remove or replace any part of our UFB Network.

You are not allowed to interfere with, have access to or tamper with the UFB Network, and you must notify us if you become aware of anyone else interfering with, accessing or tampering with the UFB Network. If you cause that to happen, we may look to you for reimbursement. If you are aware of any damage to any Existing Infrastructure, we also need you to contact us so that we can work with you to repair the connection to our network.

Our right to install, access, maintain, repair, test, replace or remove the UFB Network and (if required) use the Existing Infrastructure will continue until we remove the UFB Network. We will retain ownership of the UFB Network and have the right to remove the UFB Network.

If you accept the terms of the Licence and then subsequently prevent us from installing the UFB Network or accessing the Property, then we may charge you for the cost of preparing any designs or plans, and for any other work we have already performed in relation to your Property.

ULTRAFAST FIBRE'S RIGHTS AND OBLIGATIONS

By signing the Licence, you are giving us the right to: (i) install, maintain, inspect, repair, replace, test, upgrade or remove any of our UFB Network which is located at your property; (ii) use the UFB Network and the Existing Infrastructure to provide UFB services. You acknowledge that you have the right to grant the License and give us a right to use the Existing Infrastructure. We will install the UFB Network in locations agreed with you and as set out in a Design and Deployment Plan.

We will work with you to confirm access to your property, with your reasonable assistance. Unless there is an emergency, we will try to give you at least 24 hours' prior notice before entering the property and carry out any work at reasonably convenient times.

All work carried out by us or our contractors will be performed to a professional standard in accordance with legal requirements and industry standards. We will be responsible for repairing any damage that we cause to the Existing Infrastructure. Our contractors will endeavour to minimise disruptions and will leave the areas of the property where the work was carried out in a neat and tidy state once work is complete. We will reinstate the parts of the property where the work was performed to as near as possible to its former condition.

We may want to assign the Licence to another company in the Ultrafast Fibre or Waikato Networks Limited group of companies (or any related party of the same) or to any purchaser of all or part of our UFB network.

If, after signing the Licence, you or another person who occupies the Property orders another UFB service, we will access the Property and carry out the work under the terms of this Licence and we do not require you to sign a new Licence or any other form of consent.

COSTS

You (as the owner of the Property) will not be charged by Ultrafast Fibre for the installation of the UFB Network (unless you ask us to do something extra, in which case you may be charged for that



additional work). We will not pay any costs or charges to you in relation to the Licence or if we agree to use any of the Existing Infrastructure. You will not be charged by Ultrafast Fibre for the installation of the UFB Network (unless you ask us to do something extra, in which case you may be charged for that additional work). Also, if you or someone who occupies your property has requested a UFB service from a telecommunications service provider and they have charged you for any set-up costs, those charges are not related to us.

PRIVACY

Ultrafast Fibre is committed to ensuring that your privacy is protected and we will at all times comply with our obligations under the Privacy Act 1993. Any personal information that you provide to Ultrafast Fibre will be kept confidential, provided that we may disclose the location of our network and the UFB Network to certain third parties under confidentiality but no information which identifies you personally.

NEXT STEP

We would greatly appreciate if you could sign the Licence as soon as possible. If you have any questions, please contact us on 0800 833 622 (select Option 1) or via email: servicedesk@ultrafast.co.nz

