Pre-installation
Sign Off
Before we can start work on the installation of your new ultrafast broadband (UFB) service, we need to ask you a few questions and get you to confirm a few things.

I confirm that all of the details above are correct. □

I confirm that:
(a) I am the owner of the premises; or □
(b) I have written permission from the owner of the premises for Ultrafast Fibre Limited (UFF) to carry out this installation. □

If you are not the Customer (End User) named above, your name is:
........................................................................................................

and you confirm that you are authorised to represent the End User.

Why We Are Here: When you ordered your UFB internet (and/or phone) service from your service provider they instructed UFF to carry out the installation work, and UFF now requires you to complete this form to confirm that you understand what will happen during and after the installation of your UFB service. UFF is not your service provider, we only own the UFB network.

End User Terms: On the back of this form is a copy of the UFF End User Terms, which is the contract between you and UFF that sets out both of our rights and obligations relating to the work UFF performs and the equipment UFF is required to install, maintain, fix, relocate and operate on your premises. UFF is not a party or responsible for anything contained in the contract between you and your service provider. UFF will not commence any installation work until you sign this form confirming that you have read and accepted the End User Terms. UFF may use your personal information to inform you about the benefits of UFB and how to enhance your UFB experience. We may also ask you to complete a post-UFB installation survey (which is not compulsory).

Your Service Provider: As part of your installation, UFF may also be connecting your service provider’s equipment. UFF is not responsible, or liable to you (or any other person) in relation to your service provider’s equipment, and if you have any issues with your UFB service or your service provider’s equipment you must contact your service provider.

IMPORTANT INFORMATION: It is your responsibility to contact and work with the provider of any other telecommunications related services which are connected to your premises (e.g. monitored alarms, SKY TV, EFTPOS) and confirm that those services will continue to work using your new UFB service, especially if the existing lines at your premises are disconnected. UFF is not responsible or liable to you (or any other person) for ensuring that those other services work. Please confirm as applicable:

- I do not have any other telecommunications related services at my property. □
- I am keeping a copper connection to retain my other telecommunications related services. □
- I have contacted the provider of my other services and they have confirmed that their services will continue to work using my UFB service. □

Reinstatement: As soon as reasonably practicable after the installation of your new UFB service UFF will reinstate the parts of your premises where the installation work was carried out to as near as possible to its original state of repair (except to the extent that it is not practical to do so) and leave those areas in a clean and tidy state.

installer Name: .........................  job Reference number: .........................  date: ............................

your ultrafast broadband installation

before we can start work on the installation of your new ultrafast broadband (uff) service, we need to ask you a few questions and get you to confirm a few things.

name: ........................................................................................................
street address: ........................................................................................
city: ...........................................................................................................

i confirm that all of the details above are correct. □

i confirm that:
(a) i am the owner of the premises; or □
(b) i have written permission from the owner of the premises for ultrafast fibre limited (uff) to carry out this installation. □

if you are not the customer (end user) named above, your name is:
........................................................................................................

and you confirm that you are authorised to represent the end user.

why we are here: when you ordered your ufb internet (and/or phone) service from your service provider they instructed uff to carry out the installation work, and uff now requires you to complete this form to confirm that you understand what will happen during and after the installation of your ufb service. uff is not your service provider, we only own the ufb network.

end user terms: on the back of this form is a copy of the uff end user terms, which is the contract between you and uff that sets out both of our rights and obligations relating to the work uff performs and the equipment uff is required to install, maintain, fix, relocate and operate on your premises. uff is not a party or responsible for anything contained in the contract between you and your service provider. uff will not commence any installation work until you sign this form confirming that you have read and accepted the end user terms. uff may use your personal information to inform you about the benefits of ufb and how to enhance your ufb experience. we may also ask you to complete a post-ubf installation survey (which is not compulsory).

your service provider: as part of your installation, uff may also be connecting your service provider’s equipment. uff is not responsible, or liable to you (or any other person) in relation to your service provider’s equipment, and if you have any issues with your ufb service or your service provider’s equipment you must contact your service provider.

important information: it is your responsibility to contact and work with the provider of any other telecommunications related services which are connected to your premises (e.g. monitored alarms, sky tv, eftpos) and confirm that those services will continue to work using your new ufb service, especially if the existing lines at your premises are disconnected. uff is not responsible or liable to you (or any other person) for ensuring that those other services work. please confirm as applicable:

- i do not have any other telecommunications related services at my property. □
- i am keeping a copper connection to retain my other telecommunications related services. □
- i have contacted the provider of my other services and they have confirmed that their services will continue to work using my ufb service. □

reinstatement: as soon as reasonably practicable after the installation of your new ufb service uff will reinstate the parts of your premises where the installation work was carried out to as near as possible to its original state of repair (except to the extent that it is not practical to do so) and leave those areas in a clean and tidy state.

0800 fibre ltd (0800 342 735) | ultrafastfibre.co.nz
You must:

- maintain, operate and own that part of its network which is located on your terminating point installed inside your premises (for residential connections, this means associated equipment and infrastructure (including the network terminating point), all of which is able to operate its entire network effectively and efficiently. Ultrafast Fibre's network on your premises will be used by service providers to provide you, and possibly others, with high-speed internet access. Our network ends at our network terminating point installed inside your premises (for residential connections, this means inside your home). You may install, locate, access, maintain and operate our network on your premises in the manner allowed by these terms. You agree that we may install, locate, access, maintain and operate our network in the manner allowed by these terms (for example, you may be asked to sign a copy of these terms before installation begins at your premises). These terms relate to the provision (including installation, repair and maintenance) (and any associated equipment and infrastructure) connecting your premises to Ultrafast Fibre’s wider network. These terms grant Ultrafast Fibre the right to install, locate, access, maintain and operate its network on your premises (including, if required), under these terms or any agreement you may have with a service provider (including any agreement or change made to your agreement with a service provider ending).)

9. Transferring these terms or our rights

- to us;
- to other network operators whose networks are connected to each other or to our network;
- to all companies directly or indirectly owned, partly owned or controlled by any of the network operators whose networks are connected to each other or to our network.

10. Each term separately binding

- all officers, employees, contractors and agents of all the people listed above;
- anyone else of the people listed above is responsible for

Except for any liability we may have under clause 3 above, none of these people are liable to you or to have you for anything else caused by or resulting from any of them doing or failing to do anything which does not do, or which is not authorised or authorised by us, whether or not we are to pay compensation to you or to anyone else who uses the services provided to you.

5. Limitation of our liability: We have set out your rights to claim compensation from us under clause 3 above and excluded all other liability to us by these terms. We now exclude all other liability we may have to you. This exclusion applies on your behalf to the benefit of these people:

- if you connect anything to our network terminating point (including any equipment or device that is not compliant with any relevant international connection standards, it may adversely affect you and other users and we will have no liability for any interference, damage or loss suffered by your equipment and/or our network);
- if you receive from a service provider and/or damage our network. More information about relevant connection standards can be found at www.ultrafastlimited.co.nz

4. Exclusion of all other liability: We have set out your rights to claim compensation from us. We now exclude all other liability we may have to you. This exclusion applies on your behalf to the benefit of these people:

- you;
- all companies directly or indirectly owned, partly owned or controlled by any of the following:

1. Agreement

- and if you do interfere (or instruct or allow any person who is not authorised by us to interfere with) with our network or any part of our network (including when you connect anything to our network terminating point (including any equipment or device that is not compliant with any relevant international connection standards, it may adversely affect you and other users and we will have no liability for any interference, damage or loss suffered by your equipment and/or our network));
- and we may also share information we hold about you with others from whom we need consents. You may ask to see information we hold about you and ask for any details that are wrong to be corrected.

- any signal, communication or other service over or using any part of our network.

- all of the works and activities which are necessary to keep your premises connected to our wider network, including pre-installation design work; “maintain” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, replacement and relevant consents and approvals needed for you to lawfully install, locate, access, maintain and operate our network in the manner allowed by these terms and acknowledgements that we will own our network at all times; “network” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, replacement and relevant consents and approvals needed for you to lawfully install, locate, access, maintain and operate our network in the manner allowed by these terms and acknowledgements that we will own our network at all times; “services” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, repair and the maintenance of our network, Nothing in this clause 3 applies to: (a) any equipment owned by a service provider which may be located at your premises or varies any agreement you may have with a service provider in respect of such equipment; (b) a particular premises, or at your premises, any service we may agree with a service provider that some other agreement between you and your service provider will govern your rights and obligations in relation to our network at those premises.

3. Transferring these terms or our rights

- transfering these terms or your rights

- any term separately binding

- all of the works and activities which are necessary to keep your premises connected to our wider network, including pre-installation design work; “maintain” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, replacement and relevant consents and approvals needed for you to lawfully install, locate, access, maintain and operate our network in the manner allowed by these terms and acknowledgements that we will own our network at all times; “network” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, repair and the maintenance of our network, Nothing in this clause 3 applies to: (a) any equipment owned by a service provider which may be located at your premises or varies any agreement you may have with a service provider in respect of such equipment; (b) a particular premises, or at your premises, any service we may agree with a service provider that some other agreement between you and your service provider will govern your rights and obligations in relation to our network at those premises.

2. Our network: Our network includes the connecting line to your premises and all associated equipment and infrastructure (including the network terminating point), all of which is provided and owned by us and may be located in or on our premises. Our network does not include any line or equipment provided by someone else, even if we have arranged for it to be our own.

You agree to use our reasonable endeavours to ensure that our rights to our network are not disrupted by anyone else who provides you with any services, including your service provider, all other terms of this agreement, and all other terms of the agreement you agree with a service provider ending.

- by putting a notice on our website before they come into effect. We will never change this requirement. We will tell you (and if you do interfere (or instruct or allow any person who is not authorised by us to interfere with) with our network or any part of our network (including when you connect anything to our network terminating point (including any equipment or device that is not compliant with any relevant international connection standards, it may adversely affect you and other users and we will have no liability for any interference, damage or loss suffered by your equipment and/or our network));
- if you receive services from a service provider over fibre optic lines. These terms apply only to the extent that you are a customer of our network unless we first agree (and we may agree subject to conditions).

We may enforce these terms directly against you without first having to act against your service provider. Accordingly, before Ultrafast Fibre will install and/or make its network available for use at your premises, Ultrafast Fibre requires you to agree to be bound by, and comply with, these terms. Your service provider will be the first person to tell you about these terms. You must ensure that you provide Ultrafast Fibre with written confirmation of a signed agreement to these terms (for example, you may be asked to sign a copy of these terms before installation begins at your premises). These terms relate to the provision (including installation, repair and maintenance) (and any associated equipment and infrastructure) connecting your premises to Ultrafast Fibre’s wider network. These terms grant Ultrafast Fibre the right to install, locate, access, maintain and operate our network in the manner allowed by these terms and acknowledgements that we will own our network at all times; “network” means all of the works and activities which are necessary to keep your premises connected to our wider network, including inspection, repair and the maintenance of our network, Nothing in this clause 3 applies to: (a) any equipment owned by a service provider which may be located at your premises or varies any agreement you may have with a service provider in respect of such equipment; (b) a particular premises, or at your premises, any service we may agree with a service provider that some other agreement between you and your service provider will govern your rights and obligations in relation to our network at those premises.