

RIGHT OF WAYS AND CROSS LEASE EXPLANATORY NOTES



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BACKGROUND

Ultrafast Fibre Limited (Ultrafast Fibre) was established in 2010 to help fulfil a Government initiative to roll out ultrafast broadband (UFB) services across New Zealand. Ultrafast Fibre is responsible for building a 3,000 km fibre network, passing about 162,000 addresses in the urban areas of Hamilton, Tauranga, Wanganui, New Plymouth, Tokoroa, Hawera, Cambridge and Te Awamutu (which is about 13% of the entire national ultrafast broadband network).

Ultrafast Fibre is carrying out the fastest build in New Zealand, which means people and businesses in your area will be amongst the first in New Zealand to connect to broadband at speeds that rival the best in the world. As part of that build, Ultrafast Fibre requires access to residential and commercial premises to complete the installation of the fibre network.

PURPOSE

Ultrafast Fibre has been asked to connect a UFB service. The installation and connection process will affect your property and may also affect a property which is located adjacent to your property or which is either accessible either by an overhead cable (Aerial Install) or by a shared accessway or shares a common boundary or use with your property (Shared Accessway).

Before Ultrafast Fibre can commence the installation process, we require the consent of all of the persons who will be affected. This means you (as the person who ordered the UFB service) and, in some cases, one or more of your neighbours who are or may be affected, must give us consent to install, maintain, inspect, repair, relocate, replace, test, upgrade and/or remove any of the UFB network, ducting, cables, lines and associated equipment (the UFB Network); either by way of Aerial Install or under or above the Shared Accessway.

WHAT DOES THE CONSENT FORM SAY?

The consent form states that:

- Ultrafast Fibre will install the UFB Network either by way of Aerial Install or under or above the Shared Accessway which forms part of your property.
- If any person signs this consent form and they are not the legal owner of the property then, by signing the consent form, that person is confirming that they have the consent of the owner of the property AND THAT (if we ask for it) the person signing this consent form will immediately provide us with a copy of the owner's consent (or pay us for any costs we incur if they do not have the owner's consent).
- The rights granted by giving consent will continue for as long as the UFB Network remains installed on the property.
- If any person signs the consent form and we carry out the required work, and we are asked to come back later and connect another person who lives adjacent to your property or who owns or lives in a property on the Shared Accessway or that shares a common boundary or use with your property, we will not ask you to sign another consent form because we will carry out that work under the terms of this consent form.

- We will notify you if we have to carry out any maintenance or repairs (and that notice may be less than 48 hours if there is a fault or emergency).
- All of the UFB Network we install (and any new or replacement UFB Network) will remain our property.
- If you sell your property, we ask you to provide a copy of the form (which you can ask us for if you lose your copy) to the new owner and ask them to contact us.
- If you do not share access to your property with any other properties but you live on a split title (e.g. a cross-lease title; which is a very common form of land ownership in New Zealand), then we may require the consent of the other owner(s) on that title. This is because the other owner(s) will have certain statutory rights in relation to the underlying freehold title, and we may require their consent to make sure that we are not infringing those rights. In some cases, we may exercise discretion if the installation work is not going to affect those other owners.
- If the work that we are proposing to carry out does not impact or impede another owner's rights or access to their property, the consent process should be quite straightforward; but we are available to assist and provide more information if required to get consent.

YOUR RIGHTS AND OBLIGATIONS

By signing the consent form you are accepting the following terms:

- If you (or the owner) want to make any alterations to your property which will or may affect any part of the UFB Network, you must contact us to make sure that work is able to be carried out safely. If any work or alterations require us to relocate the UFB Network we will charge you for that work.
- Our right to install, access, maintain, repair, test, replace or remove the UFB Network 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 damage any part of the UFB Network, we will charge you for the cost of removing, replacing and/or repairing the UFB Network and we will not be liable to you for any interruption to your UFB services.
- We will not pay any costs to you in relation to the consent form. You will not be charged by Ultrafast Fibre for the installation of the UFB Network (unless you ask us to do something extra while we are here, in which case you will be charged for that additional work). However, if you or someone who occupies your property has requested a UFB service from a telecommunications service provider, then they may charge for set up or installation costs.

ULTRAFAST FIBRE'S OBLIGATIONS

All work carried out by us or our contractors will be performed to a professional standard in accordance with legal requirements and industry standards. Ultrafast Fibre will always try to give reasonable advance notice, including a description of the work and the identity of the contractor who will be sent to carry out the work. 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. Our contractors will also reinstate the parts of the property where the work was performed to as near as possible to its former condition.



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 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 consent form 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

We are very grateful for your understanding and assistance.