



The terms and conditions set out below govern your use of the NOW™ Fibre Services. The NOW™ General Terms and Conditions also apply together with all other relevant NOW™ services terms and conditions which can be found on the NOW™ website.

1. General

- 1.1. LFC: The Local Fibre Company (LFC) is the entity in which the New Zealand Government and a partner (e.g. Chorus) hold shares, and through which the government's UltraFast Broadband initiative will be affected. You consent to NOW™ sharing information about you with your LFC, to the extent necessary for the provision of the NOW™ Fibre Services to you. No right or benefit is conferred on you by the LFC.
- 1.2. End User Terms: In accepting the NOW™ Fibre Services, you agree to be bound by the LFC (End User) Terms as set out on the LFC's website from time to time. The relevant LFC End User Terms can be found using the following link: <http://www.chorus.co.nz/file/2173>
- 1.3. Access: You hereby consent to allow NOW™ and its contractors to access your premises in order to construct, install, inspect, maintain or replace any equipment installed at your premises for the provision of the NOW™ Fibre Services, or remove it from, your premises and you will ensure that NOW™ and its representatives have safe access to your premises for these purposes.

2. Ownership of Premises

- 2.1. For customers who are not the owner of the premises, you must obtain the owner's consent for the Services to be installed. You agree that the installation of the Services at your premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request.

3. Installation

- 3.1. Costs: You are liable for all installation costs in relation to the NOW™ Fibre Services at your premises. Installation costs will be set out on your first NOW™ Fibre Services invoice. If Fibre Services have already been installed at your premises, you may be liable for set up charges for connection of NOW™ Fibre Services to premises.
- 3.2. Land excavation: Installation of NOW™ Fibre services at your premises may require trench excavation. Restoration by NOW™ or its contractors of such excavation will be limited to grass restoration only. You will be responsible for any further restoration and the costs associated with such further restoration. This means that the cost of restoration of any paved, concreted, cobbled areas etc. will need to be met by you.
- 3.3. Day of installation: You will be obliged to be present at your premises during the installation of your NOW™ Fibre services. Installation will not take place on a weekend.

4. Availability of Service

- 4.1. Availability: The NOW™ Fibre Service is only available in locations which are sites enabled by your LFC. You acknowledge that you may not be able to receive the NOW™ Fibre Services at your location.

5. Fixed Term and early termination charge

- 5.1. Provisioning by us, and acceptance by you, of your NOW™ Fibre Services is subject to either:
 - 5.1.1. A minimum contract term of 12 months from the date of installation subject to an early termination fee of \$199 (including GST) if your NOW™ Fibre Services are cancelled prior to the expiry of the initial 12 month term.
 - 5.1.2. No contract, subject to a \$299 (including GST) setup fee and no early termination fee. This option includes the supply of a Fibre capable router.

6. Moving house/premises

- 6.1. If you move house during your 12 month NOW™ Fibre Services contract period, you will be liable to pay an early termination fee, even if:
 - 6.1.1. You can connect NOW™ Fibre services at your new premises;
 - 6.1.2. You wish to connect to NOW™ broadband services at your new premises;
 - 6.1.3. Fibre services are not available at the new premises.
- 6.2. In addition, you may be liable to pay set up and installation costs at your new premises.
- 6.3. If you move house after the expiration of the 12-month fixed term and you wish to have NOW™ Fibre Services at your new premises, you will be liable to pay set up costs at your new premises and any installation costs if Fibre has not been installed at your new premises.
- 6.4. You must not remove any of the equipment or devices installed in relation to the NOW™ Fibre Services at the premises from which you are moving and you will be liable for all costs associated if you do so.
- 6.5. You must give NOW™ no less than 30 days in order to complete a move house request
- 6.6. Connection at your new premises cannot be completed on a weekend

7. Power Requirements

- 7.1. All phonelines on the NOW™ fibre network require power to operate, if you have a medical alarm, fire alarm or security alarm you should check with your service provider to ensure that the service is compatible. Please contact us to confirm if your phoneline does or does not require power to operate.
- 7.2. If you need to make calls in case of emergency during a power outage, you should maintain a cellphone connection in addition to your NOW™ connection.

8. Existing service providers and copper wiring

- 8.1. If you are with another service provider and you wish to have your phone number ported to NOW™ Fibre Services you must not cancel the services of your existing service provider prior to your connection to NOW™ Fibre Services. If you do this, NOW™ cannot guarantee that your number will be available on the NOW™ Fibre Service.
- 8.2. Once your NOW™ Fibre Services are connected, it is your responsibility to contact your previous service provider(s) to ensure that your previous services are cancelled and to avoid being billed for such services.
- 8.3. The copper wiring to your premises may be removed upon completion of the installation of your NOW™ Fibre Services and cannot be reinstalled. If the copper wiring is removed ONLY fibre services will be available at your premises.

9. Changing plan

- 9.1. You may change components of your NOW™ Fibre Services as permitted by NOW™ from time to time, including calling plans, data limits and service features and these changes will take place at the beginning of the billing cycle following the date your request being accepted.
- 9.2. Unless you have elected to retain and continue to pay for your copper wiring at your premises, NOW™ cannot change the NOW™ Fibre Service to another NOW™ Service, for example, from NOW™ Fibre back to NOW™ ADSL+ or NOW™ Wireless. If the copper wiring was retained at your premises, and you wish to change back to another NOW™ Service, fees and charges will apply including any applicable early termination fees for your NOW™ Fibre Service.
- 9.3. You may elect to change your NOW™ Fibre speed between any currently offered speed combinations at most once per month. This change will be subject to a one-off fee of \$50 (including GST) per change.

10. Equipment

- 10.1. You agree that you will not damage or tamper with any NOW™ and/or LFC device provided at your premises for the delivery of the NOW™ Fibre Services and you will follow NOW™'s instructions in relation to all such devices.
- 10.2. All equipment provided by NOW™ in order to use the Fibre services will remain NOW™'s property, except where you have purchased a NOW™ router
- 10.3. If any Fibre equipment is damaged or unreturned, the customer will be liable for the cost of the equipment and its replacement.

11. Pre-existing NOW™ Contract Terms

- 11.1. Where you are transferring to NOW™ Fibre from another NOW™ network type and you have a pre-existing contract term in place, you may be liable for an early termination fee if:
 - 11.1.1. The contract term was due to you receiving a FREE router
 - 11.1.2. The contract term was due to you receiving a contract credit
 - 11.1.3. The contract term was due to a FREE installation
- 11.2. Your early termination fee will be outlined in your original contract for services with NOW™