

# Terms and Conditions for Network Extensions and Network Alterations

## Enable Networks Limited - version dated May 2024

The following General Terms are incorporated into and form part of the Network Extension and Alteration Agreement you have signed with Enable Networks Limited (Enable).

In the case of a Greenfield Development or Infill Development – the provisions of Addendum One also form part of your agreement with Enable. In the case of an MDU Development – the provisions of Addendum Two form part of your agreement with Enable.

The Network Extension and Alteration Agreement, the General Terms and the applicable Addendum (if relevant) together form the Agreement.

Enable may update the Agreement from time to time and the updated Agreement will apply to any new Network Extensions and Alterations Agreement signed from that date. Enable will provide notice on the developer area in its website when the terms and conditions have been updated.

## GENERAL TERMS

### 1. **Definitions:** In this Agreement:

**Additional Charges** means any additional charge or fee that may be invoiced by Enable as expressly referred to in this Agreement relating to provision of the Works.

**As-built Plan** means a plan or drawing of the on-property fibre reticulation that accurately captures what has been installed. The As-built plan is sufficiently detailed so that it could be relied on at a later date for the purposes of (but not limited to) fault finding, duct location, property easement query;

**Build Pack** means the design specification to be prepared by or on behalf of Enable for the reticulation and includes cover sheet, lay plan, Bill of Materials (or **BOM**) and test sheets.

**Confidential Information** means all information and know-how (in any form whatsoever) relating to Enable or its business or the Network which is supplied to the Developer, becomes known to the Developer, or is derived by the Developer and which is not publicly known at the time it is received or derived by the Developer;

**Consigned Material** means the Enable Materials provided by Enable and listed on the BOM

**Consumable Material** means consumable materials required as part of the Works, which are obtained by the Developer at the Developer's cost and include such things as EZI-WRAP (the cling film used for wrapping up joints), and insulation tape;

**Design and Build Requirements** means Enable's requirements for the Works including the Build Pack and Enable Standards;

**Developer's Contractor** means the contractor engaged by the Developer's to carry out the Works;

**Ducts for Future Use** means additional ducts included in the Build Pack to feed future phases of the development;

**Enable Materials** means all telecommunication infrastructure and materials owned by Enable to be used in or as part of the Works and includes all items recorded on the BOM;

Enable Standards means the standards to which the Works are to be completed by the Developer and which will be provided by Enable to the Developer or which are available from Enable on request. These standards may be updated by Enable from time to time;

Expected Commencement Date means the expected commencement date as set out in the Network Extension and Alteration Agreement;

Expected Completion Date means the expected completion date of the Works stated in the Network Extension and Alteration Agreement or as amended by the parties in accordance with this Agreement;

Greenfield Developer means the developer of a new subdivision where new land parcels or Lots will be created;

Greenfield Development means a subdivision or development on previously undeveloped ('green') parcels in typically suburban or non-urban locations with limited existing infrastructure;

Infill Development means a subdivision within an established area where there is access to existing infrastructure in the road reserve;

Location means the location of the development;

MDU developer means the developer of an MDU Development;

MDU Development means a multi-unit site or multi-development unit where the development is typically on one land parcel or is a cross lease or Unit Title development;

Network means the fibre broadband network owned by Enable;

Proposed Plan means the initial plan prepared by Enable, which is used to calculate the Price and provide a fibre route for the Developer trenching;

Price means the capital contribution to be paid by the Developer, if any, set out in the Network Extension and Alteration Agreement subject to any adjustments as are provided for in this Agreement;

Provisioning Certificate means the certificate to be issued by Enable in accordance with clause 13 of these General Terms confirming that there is fibre available to the net boundary of the new lots/units for the purposes of the local Council subdivision conditions. A Future-Dated Provisioning Certificate is a Provisioning Certificate that provides that there will be fibre available to the new lots/units by the date specified in the Provisioning Certificate;

Supplied Material means the Enable Material requested by the MDU Developer for a MDU development, which is supplied by Enable; and

Works means the work to be executed in accordance with this Agreement.

2. **Enable's obligations:** Nothing in this Agreement shall restrict Enable's ability to manage, operate or alter the Network as it sees fit.
3. **Developer's obligations:** The Developer will perform its obligations with all reasonable care and skill and in accordance with the Enable Standards. The Developer must ensure that all information is accurate and complete and that its obligations are completed by the Expected Completion Date.
4. **Access:** The Developer will ensure that Enable's representatives have access at any time to relevant property and information so that Enable's obligations can be performed and so that the Enable Materials and the Network can be subsequently maintained and operated.
5. **Use of Public Road Reserve:** If any of the Enable Materials are not installed within the public road reserve vested in the local council, the Developer will, at its cost, grant an easement in

favour of Enable. This legal easement will provide for an “easement in gross for Telecommunication purposes”. In all cases the most current "National Code of Practice for Utility Operators' Access to Transport Corridors" must be followed. <http://nzuag.org.nz/wp-content/uploads/2018/11/National-Code-amended-version-29-Nov-2018.pdf>

6. **Enable Materials:** A list of Consigned Materials will be included in the Build Pack. The Consigned Materials and any other Enable Materials uplifted by or delivered to the Developer will be at the Developer's risk from the time the Consigned Materials and/or Enable Materials are uplifted or delivered to the Developer. The Developer must store Enable Materials in a safe and secure manner that meets the manufacturer's standards and specifications. Title to all Enable Material and any other thing supplied as part of this Agreement remains with Enable at all times, including ownership of intellectual property and other proprietary interests. The Developer will not remove or obscure any identification marks on any of the Enable Material or do anything that may detrimentally affect the ownership or operation of the Enable Material. It is the Developer's obligation to provide at its cost any Consumable Materials that are required as part of the Works.
7. **Road Crossings:** Where the Design requires one or more road crossings, which will be formed before service trenches are opened, Enable will provide the road crossing duct to be installed by the Developer at road crossing points to facilitate cables being pulled through at later dates. These road crossings will be indicated in the Build Pack. These ducts are only to be used by Enable. Ducting cannot be utilised by any other utility provider to provide cross road connections.
8. **Ducts for Future Use:** Ducts for Future Use must be installed in the same trench as the remainder of the ducting in the Build Pack. The location of the Ducts for Future Use must be identified on the As-built plans prepared by the Developer and by a marker post indicating location and depth. When a Duct for Future Use terminates into another development phase, end caps supplied by Enable are to be used to temporarily seal the end of the duct.
9. **Specialised Equipment:** Specialised equipment such as a cable jinker that is capable of holding the large size drums is required to roll out multiduct in the correct manner as specified in the Enable Standards.
10. **Installation of Enable Materials by Developer's Contractor: - Greenfield Development**
  - a) The Enable Materials must be installed in accordance with the Enable Standards.
  - b) All installations of Enable Materials must be inspected by Enable before any back fill or trench closure can occur. The Developer must notify Enable of the scheduled closure of trenches at least 48hrs before work is scheduled to close trenches. No trenches shall be closed until an inspection has been passed.
  - c) The final ground level must be identified before any manholes or inspection pits are installed. This will ensure the finished level of manhole/pits will not need to be adjusted (which could disrupt the ducts).
  - d) Boundary pegs indicating joint boundaries must be in place so breakouts from main ducting can occur. These must be installed prior to any work being undertaken.
  - e) After installation and re-instatement, ducting and tubes will be tested as per the Enable Standards. Any faults found during this testing will be rectified by the Developer or by or on behalf of Enable (at Enable's discretion) at the Developer's cost. Enable may choose to rectify the fault itself or engage a third party to rectify the fault, in which case, Enable's or the third party's costs will be met by the Developer.
  - f) On completion of the placement of all the Enable Materials, accurate GPS As-built data as per the Enable Standards (IS021) shall be submitted to Enable.

11. **Installations of Enable Materials by Developer's Contractor - MDU Development**
  - a) The Enable Materials must be installed in accordance with the Enable Standards.
  - b) Enable Materials must be installed to industry best practices, observing operational separations from other utilities and ensuring correct buried depth.
  - c) After installation, ducting and tubes will be tested as per the Enable Standards. Any faults found during this testing will be rectified by the Developer or by or on behalf of Enable (at Enable's discretion) at the Developer's cost. Enable may choose to rectify the fault itself or engage a third party to rectify the fault, in which case, Enable's or the third party's costs will be met by the Developer.
  - d) On completion of the placement of all the Enable Materials, accurate As-built plan shall be submitted to Enable.
  
12. **Installation of Enable Materials outside of Location:** When a trench has been provided by the Developer on Council or NZTA land or on privately owned land, the appropriate permission must be obtained by the Developer prior to any works taking place.
  
13. **Provisioning Certificate:** In the case of a MDU Development or an Infill Development, Enable will issue a Provisioning Certificate (including a Future-Dated Provisioning Certificate) when Enable's Network is ready (or soon will be ready) and on the basis that the Price and all Additional Charges have been paid by the Developer. For a Greenfield Development, Enable will issue the Provisioning Certificate on the basis that:
  - a. the Price and all Additional Charges have been paid by the Developer,
  - b. the Works have been completed in accordance with the Design and Build Requirements, and otherwise in accordance with this Agreement, and
  - c. the Works have passed testing and the Developer has provided Enable with the GPS As-built data / as built Plan as per the Enable Standards (where the Developer is responsible for the reticulation).
  
14. **Changes to Ground Level after completion of the Works:** If there are any changes to finished ground levels after completion of the Works or the issue of the Provisioning Certificate which result in the Enable Standards being breached, the Developer will be liable for any costs associated with any remedial action required to restore Enable Materials to the required Enable Standard, which such remedial action shall be undertaken by the Developer or by or on behalf of Enable, at Enable's discretion.
  
15. **Variation:** Enable, may in its sole discretion, vary the Build Pack. Where a variation results in a change to the Works or the Expected Completion Date, Enable will make a fair and reasonable adjustment to the Price and/or Expected Completion Date.
  
16. **Compliance with laws/authorisations:** The Developer is responsible for ensuring that every necessary authorisation is obtained (including all relevant property and statutory consents) to ensure that the Developer and Enable can perform its obligations under this Agreement and that Enable can at all times during and after the performance of this Agreement, own the rights to any Enable Material and have an unrestricted right to access, maintain and operate the Enable Material. Any relevant authorisations, licences and consents must be obtained by the Developer in Enable's name and in a manner approved by Enable. The Developer must comply with any order or regulation made under the Telecommunications Act 2001, all other relevant laws (which includes all delegated legislation, codes and standards) and any reasonable instruction by Enable.
  
17. **Cooperation:** The Developer will, and will ensure that all its representatives, visitors and subcontractors, cooperate with Enable to the extent required for the performance of this Agreement.

18. **Consumer Guarantees Act:** Where the Developer is a business, the Developer accepts that Enable's obligations under this Agreement are provided for the purpose of a business and that the Consumer Guarantees Act 1993 does not apply to this Agreement to the extent allowed by law.
19. **No Representation and Warranties:** Enable shall not be bound by any representation, warranty, description or condition as to suitability, fitness for purpose or otherwise (whether express or implied) except as expressly set out in this Agreement or required by law. The Developer acknowledges that it is relying on its own assessment in entering into this Agreement. Any review, comment, approval (or lack thereof) by Enable will not limit the Developer's obligations under this Agreement in any way, or limit or prejudice Enable's rights under this Agreement or at law.
20. **Health and safety:**
  - a) The Developer and Enable must comply with the provisions of the Health and Safety at Work Act 2015 and any associated regulations (the Health and Safety Obligations);
  - b) The Developer must have and comply with an appropriate health and safety plan and traffic management plan for the Location;
  - c) The Developer must provide the health and safety plan and traffic management plan to Enable and gain its approval prior to commencing the Works;
  - d) The Developer must ensure that all visitors are aware of those plans, any hazards and risks onsite, and related requirements before they access the Location and that the plans and requirements are shown and explained to those visitors;
  - e) The Developer must provide the Developer's employees and contractors with a thorough and appropriate health and safety induction prior to the personnel commencing the Works at the Location; and
  - f) The Developer must ensure that all hazards that pose any risk to health and safety at the Location are identified, notified to Enable and explained to the Developer's employees and contractors and all visitors. In addition, the Developer must ensure that appropriate measures are implemented to eliminate or minimise such hazards in accordance with the Health and Safety Obligations.
21. **Breach and Remedies:** Either party may terminate this Agreement with immediate effect by notice in writing to the other party if the other party:
  - a) breaches any of its obligations under this Agreement and that breach is incapable of being remedied or remains unremedied 10 working days after notice from the other party requiring the breach to be remedied;
  - b) is or becomes Insolvent or bankrupt or makes any assignment or arrangement for the benefit of creditors, or is in or goes into receivership or liquidation, or has a similar manager appointed in respect of the party's business or assets.
22. Without prejudice to its right to terminate under clause 21, Enable may suspend this Agreement until a breach by the Developer is remedied to Enable's satisfaction.
23. **Consequences of termination:** Where Enable terminates this Agreement, without limiting Enable's other rights:
  - a) Enable may recover or set-off any loss, damages, expenses and costs (including costs on a solicitor own client basis) resulting from the breach and termination; and

b) the Developer shall, at Enable's option, return all Enable Material to Enable or make the Enable Material available for Enable to collect on terms and at times directed by Enable.

24. **Enable liability:** To the extent allowed by law, Enable has no liability (in contract, restitution, tort (including negligence), equity or otherwise) to the Developer for any:

- a) damage, loss or cost caused or contributed to by the default or negligence of the Developer, its representatives, visitors or subcontractors; or
- b) loss or corruption of data, any economic or financial loss (including loss of profits, savings, opportunities or goodwill), in respect of any claims by third parties, or for any indirect or consequential loss or damage.

Subject to clause 24(a) and (b), Enable will be liable to the Developer for any direct physical loss suffered by the Developer as a result of a breach by Enable of any of its obligations under this Agreement. Any such liability is limited to the amount of \$100,000.

25. **Indemnity:** The Developer will indemnify Enable and its representatives from any damage, loss, cost (including costs on a solicitor own client basis), expense, claim or proceedings however arising, caused by, or contributed to, the Developer or any of its representatives, visitors or subcontractors. Except in relation to a breach by the Developer of its obligations under clause 27 (Confidentiality), the Developer's liability under this clause 25 shall be limited to a maximum of \$100,000.

26. **Force majeure:** Each party is excused from further performance of the Agreement and is not liable for any breach due to a cause beyond its control and it has used its best endeavours to perform despite the cause.

27. **Confidentiality:** The Developer agrees:

- a) to keep and treat all Confidential Information as strictly confidential and to only use such information to the extent necessary to enable the Developer to perform its obligations under this Agreement; and
- b) not to use or attempt to use any Confidential Information for the Developer's own advantage; and
- c) not to use or attempt to use any Confidential Information in any manner which may damage Enable's reputation or cause Enable any loss (whether directly or indirectly); and
- d) That its details (which may include personal information) and a copy of this Agreement may be shared with credit and debt collection agencies for the purposes of checking the creditworthiness of the Developer and to recover any monies that remain outstanding under this Agreement.

28. **Assignment:** The Developer must not transfer its rights or obligations under this Agreement without Enable's prior written consent which will not be unreasonably withheld. Enable may assign its rights under this Agreement by notice in writing to the Developer. Enable may also by notice novate its obligations under this Agreement to any purchaser of the Network or any relevant part of the Network.

29. **Subcontracts:** Enable may subcontract any of its obligations under this Agreement.

30. **No Partnership:** Nothing in this Agreement shall constitute a partnership, agency, joint venture, or other fiduciary relationship between the Developer and Enable. The Developer has no authority to bind Enable in any way.

31. **Disputes:** Disputes shall be notified to the other party as soon as reasonably practicable and written details given. If a party believes there is a dispute, it will promptly notify and give

written details to the other party. Senior representatives of each party must use their best endeavours to resolve the dispute within 15 working days. If not resolved the dispute is to be referred to mediation. If the dispute is not resolved at mediation within a further 20 working days, either party may refer the dispute to arbitration by a sole arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator will be appointed by the Arbitrators and Mediators Institute of New Zealand. The provisions of the Arbitration Act 1996 will apply to the arbitration. Enable may suspend performance of its obligations under this Agreement while there is a dispute.

32. **Notices:** Notices are to be served in writing addressed to the other party's contact person, and delivered by hand, by prepaid registered post or sent by email.
33. **Waiver:** If Enable fails to do, or delays in doing, something Enable is entitled to do under this Agreement, that is not a waiver of Enable's right to do it, unless Enable waives those rights by written notice. Any written notice of waiver given by Enable will apply only to the specific occasion for which it is given.
34. **Governing law:** This Agreement shall be governed by New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.
35. **Severability:** If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this agreement. The rest of this Agreement is not affected.
36. **Representatives:** The benefits of the relevant provisions of this Agreement are intended to extend to Enable's directors, representatives, visitors, and subcontractors, and to be enforceable by any of them pursuant to the Contract and Commercial Law Act 2017.
37. **Interpretation:** Unless the context otherwise requires, or it is specifically otherwise stated:
  - a) if the Developer comprises more than one person, each of those persons' liability to Enable is joint and several;
  - b) references to a party or a person includes any form of entity and their respective successors, assigns and representatives; and
  - c) amounts are in New Zealand dollars and unless specified otherwise; prices are inclusive of GST (if any).
38. **Entire Agreement:** This document records the entire agreement and prevails over any earlier agreement concerning its subject. Each variation to this Agreement must be agreed and in writing.
39. **Price:** The Price to be paid by the Developer under this Agreement represents a capital contribution by the Developer towards the construction of Enable's Network required as part of the extension or alteration.
40. **Payment:** The Price, Additional Charges and any subsequent variations to the Price agreed by the parties is to be paid by the Developer on the 20th of the month following invoice by Enable. Payment of all amounts owing to Enable shall be made without any set-off or deduction. Any expenses, costs or disbursements incurred by Enable in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Developer. Enable will invoice the Developer for the Price and Additional Charges (if any) at the point where Enable has completed that part of the Works that are to be completed in the road boundary (Council reserve) under this Agreement (and before any on-property work is completed). Enable may also invoice the Developer before any of the Works are completed where the Developer has requested a Future-Dated Provisioning Certificate.

41. **Price Revision:** Enable reserves the right to amend the Price payable by the Developer (irrespective of whether all or part of the Price has already been paid) if:
- a) The Expected Commencement Date is more than 12 months from the date of this Agreement;
  - b) There is a delay to the Works to be carried out by the parties (with such delay being at the request of, or caused by, the Developer) with the result that the Works are to commence on a date that is more than 12 months from the date of this Agreement;
  - c) There is a change to the Developer entity or in the legal ownership of the property where the Works are being carried out;
  - d) Any additional services or costs are incurred for the relocation of any Enable Network or Enable Materials;
  - e) There are additional third-party requirements to complete the Works that were not known at the time the Agreement was signed; and/or
  - f) There are any third-party objections which prevent or hinder the performance of the Works or the withholding of third-party consents required to perform the Works, that cannot be resolved within a reasonable time.

Where Enable has a right to exercise an amendment to the Price under this clause, it may instead terminate the Agreement on 30 days' prior written notice provided Enable is not in breach of this Agreement.

42. **Electronic Signatures:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

# **Addendum One for Greenfield Developments and Infill Developments**

## **Obligations**

**General:** Enable and the Developer will carry out their obligations in accordance with this Agreement which includes the Network Extensions and Alteration Agreement, the General Terms, and the Design and Build Requirements.

**Developer:** The Developer will:

- (a) email a set of for-construction AutoCAD drawings of the development and the power plans to Enable within 7 days of signing this Agreement;
- (b) Pay the Price on the 20th of the month following invoice by Enable;
- (c) obtain all necessary consents to undertake the Works together with legal easements;
- (d) complete the Works in accordance with this Agreement, the Design and Build Requirements, and as otherwise directed by Enable;

**Enable:** Enable will:

- (a) Supply the Proposed Plan for calculating the Price;
- (b) supply the Build Pack for the reticulation;
- (c) supply the Consigned Materials in accordance with the Bill of Materials;
- (d) complete the Works required by this Agreement; and
- (e) issue a Provisioning Certificate in accordance with clause 13 of the General Terms.

**Build Pack Process:** The Build Pack will be completed as follows:

- (a) on receipt of the for-construction AutoCAD drawings Enable will complete a Proposed Plan; and
- (b) on receipt of the power plans, any updated construction plans and signed Network Extensions and Alterations Agreement, Enable will issue the Build Pack (as defined in the General Terms).

**There shall be no amendments to the Build Pack once the lay plan has been issued without the prior written approval of Enable.**

The following describes the Works to be carried out by the Parties depending on whether Option 1 or 2 is selected by the Developer.

## **Option 1- Greenfield Developer Trenching, Reticulation and Reinstatement**

Developer Responsibilities

1. Place the Consigned Materials order based on the Bill of Materials excluding any chambers, pedestals and/or cabinets.
2. Provide finishing level information and excavation for installation of chambers, pedestals and/or cabinets as per the Build Pack.
3. Undertake reticulation:
  - Carry out trenching and reinstatement as per the Enable Standards (and in particular, IS003 General and IS011 Multiduct Installation).
  - Install and joint multi duct network as per the Build Pack and the Enable Standards (and in particular, IS033 Multiduct Jointing).
  - Install and joint network laterals as per the Build Pack and the Enable Standards (and in particular, IS034 Multiduct Breakout Standard).

(Jointing must be carried out by competent individuals who are familiar with the Enable materials and standards.)

4. Record location of infrastructure using GPS as per Enable Standards (and in particular, IS021) and supply to Enable.
5. Rectify all faults relating to or in connection with the Developer responsibilities set out under this Agreement at the Developer's cost. Note that Enable may choose to rectify the fault itself or engage a third party to rectify the fault, in which case, Enable's or the third party's costs will be met by the Developer).
6. return all surplus materials to Enable at the Developer's cost.
7. If the Developer chooses to install the chambers, pedestals or cabinets, this must be done by competent and trained individuals in accordance with the Build Pack and the Enable Standards (and in particular, IS004 Chamber Installation, IS025 Pedestal Installation, IS046 Mini Pedestal Installation, IS010 Ericsson Cabinet Installation and IS032 Shape Mini Cabinet Installation).

#### Enable Responsibilities

1. Supply the Build Pack and all relevant Enable Standards.
2. Supply all materials listed on the BOM except for the chambers, pedestals and cabinets unless the Developer has elected to install these in accordance with 7 above.
3. Install chambers, cabinets, and pedestals as per the Build Pack and additional information provided by the developer (including the finishing levels and excavation) unless the Developer has elected to install these in accordance with 7 above.
4. Undertake testing of the network in accordance with the Enable Standards.
5. Supply support and validation checks based on Enable Standards.

### **Option 2- Greenfield Developer Trenching and Reinstatement only**

#### Developer Responsibilities

1. Place the material order for the road crossing ducts
2. Populate road crossing trenches using 50mm or 100mm red duct capped at both ends as set out in the Build Pack.
3. Provide trenches for reticulation including road crossing trenches.
4. Undertake reinstatement of trenches as per the Enable Standards (and in particular, IS011).
5. Rectify all faults except those relating to the jointing of the duct at the Developer's cost.

#### *Enable Responsibilities*

1. Supply the Build Pack.
2. Supply all Consigned Materials in accordance with the BOM.
3. Install and joint multiduct network as per the Build Pack.
4. Install and joint network laterals as per the Build Pack.
5. Install chambers, cabinets and pedestals as per the Build Pack and the Enable Standards.
6. Undertake testing of network as per the Enable Standards.
7. Record the location of all new infrastructure using GPS as per the Enable Standards.
8. Supply support and validation checks based on Enable Standards.

# Addendum Two for MDU Developments

## Obligations

**General:** Enable and the MDU Developer will carry out their obligations in accordance with this Agreement which includes the Network Extension and Alterations Agreement, the General Terms, and the Design and Build Requirements.

**Developer:** The MDU Developer will:

- (e) Email site plans of the MDU to Enable within 7 days of signing this Agreement;
- (f) Pay the Price on the 20th of the month following invoice by Enable;
- (g) obtain all necessary consents to undertake the Works together with legal easements;
- (h) complete the Works in accordance with this Agreement, the Design and Build Requirements, and as otherwise directed by Enable;

**Enable:** Enable will:

- (f) Supply the Proposed Plan for calculating the on-property fibre route;
- (g) Supply the Supplied Materials in accordance with the MDU Developer request
- (h) complete the Works required by this Agreement; and
- (i) issue a Provisioning Certificate in accordance with clause 13 of the General Terms.

**Any amendments to the Proposed Plan must be agreed between the parties.**

The following describes the Works to be carried out by the Parties depending on whether Option 1 or 2 is selected by the MDU Developer.

## Option 1- Developer reticulation – MDU

### MDU Developer responsibilities

1. Provides up to date site plans to Enable
2. Liaise with Enable to plan site requirements including boundary connection point.
3. Provides to Enable address point data for each unit /tenancy at earliest convenience.
4. Provides to Enable advance notification (minimum 3 working days) of Supplied Material required to be supplied proactively. for this option 1.
5. Install Enable Supplied Material or MDU Developer sourced material to industry best practices and Enable installations Standards. It is noted that if the MDU Developer utilizes or sources its own material, this must be fit for purpose and meet Enable Standards and requirements.
6. Installs reticulation of one fibre duct or tube per tenancy, either internal fibre backbone or external buried network, free from defects.
7. Provides reasonable access to site and units for Enable to complete the Enable responsibilities.
8. Provides accurate as built records showing the fibre route internal and/or external (as applicable), noting materials used.

### Enable responsibilities

1. Supplies proposed reticulation plan on request
2. Enable supplies the Supplied Materials suitable for on property reticulation for 1 fibre duct or tube per tenancy.
3. Completes fibre installation to each tenancy, Installs and livens Network terminations CDP or PED, installs to intact status Fibre modem (ONT) in each unit.
4. Completes testing of MDU Developer installed reticulation.
5. Rectify all faults relating to or in connection with the Developer responsibilities set out under this Agreement at the Developer's cost. Note that Enable may choose to rectify

the fault itself or engage a third party to rectify the fault, in which case, Enable's or the third party's costs will be met by the Developer).

6. Enable issues 224 letter when build is complete, and fibre can be ordered against new addresses.

## **Option 2 – Enable reticulation – MDU**

### **MDU Developer responsibilities**

1. Provides a path for on property fibre reticulation and entry point into a building.
2. Where applicable, provides to Enable advance notification (minimum 3 working days) of Supplied Material required to be supplied proactively for the internal fibre path.
3. Where applicable, Installs internal fibre path of one fibre tube per tenancy within a building or units from Central connection Point (CDP) to tenancy or media hub to ETP location to industry best practices and Enable installations Standards. It is noted that if the MDU Developer utilizes or sources its own material, this must be fit for purpose and meet Enable Standards and requirements.
4. Provides to Enable address point data for each unit /tenancy at earliest convenience.
5. Provides on-property trenching to each unit from Network termination location(s) at boundary.
6. Provides reasonable access to site and its units for Enable to complete Enable responsibilities.

### **Enable responsibilities**

1. Complete on property planning with Developer.
2. Installs Enable Materials to Enable Standards.
3. Completes as built records and supplies to MDU Developer upon request.
4. Completes external fibre installation to each tenancy, Installs and livens Network terminations, CDP or PED, installs to intact status the fibre modem (ONT) in each unit.
5. Completes testing of on property reticulation.
6. Rectify all faults relating to or in connection with the MDU Developer responsibilities set out under this Agreement at the MDU Developer's cost. Note that Enable may choose to rectify the fault itself or engage a third party to rectify the fault, in which case, Enable's or the third party's costs will be met by the Developer).