

[date]

[name of recipient]

[name of RSP]

[address]

**By email** [email address of recipient]

Dear [name of recipient]

## **RESIDENTIAL WHOLESALE PROMOTION – Digital Inclusion Offer 2026**

### **Introduction**

Enable has established a new Digital Inclusion Offer (**Offer**) which replaces the previous Offer from 2024.

The **Offer** continues Enable's commitment to provide eligible households access to fibre broadband services.

The **Offer** is provided under the Enable Networks Wholesale Services Agreement at <https://www.enable.net.nz> (**Services Agreement**) and replaces any previous offer.

The purpose of this Offer is to enable Service Providers to support their eligible customers to connect to fibre broadband services.

This Offer is limited to the BS2a 100/20 CIR 2.5/2.5 (E02073) wholesale input service (**Qualifying Wholesale Product**) where it is used for the support of an existing or new connection that also meets the eligibility criteria detailed below (**Qualifying Connection**). The price charged by Enable to the Service Provider for each such Qualifying Wholesale Product is \$8 per month per connection (**Digital Inclusion Fee**).

### **The Offer is available on the following terms.**

1. The **Service Provider** confirms participation in writing to this **Offer** by signing and returning this letter to Enable.
2. Services under this **Offer**, once accepted, will be provided until 30 April 2027 (**Service Period**). The intention is for the **Service Period** to be extended until 30 April 2028. Enable will notify the **Service Provider** of any extension to the **Service Period** by giving no less than 30 days' notice via an RSP Informer.
3. Eligibility of this **Offer** is restricted to **Qualifying Connections** using the **Qualifying Wholesale Product**, BS2a 100/20 CIR 2.5/2.5 (E02073).
4. Eligibility criteria for households are as follows:
  - Living in Community housing OR child at school with an equity index 490+, and
  - Have a Community Services card or MyMSD support, and

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PO Box 9228  
Tower Junction  
Addington  
Christchurch 8149

- Applies to addresses with an existing ONT, which have been inactive for 90 days or more. Properties with an existing connection are not eligible for the **Offer**.
5. A 'move address' for a Qualifying Connection is permitted after 30 April 2026, provided the new address has Enable fibre installed.
  6. **Service Providers** must have a Digital Inclusion retail fibre product (or offer) with a maximum retail price (**MRP**) equivalent to, or less than \$30 (inclusive of GST) per month (based on a 30-day month) or \$7 per week, using the **Qualifying Wholesale Product** as the wholesale access product.
  7. Enable will treat the period to 31 July 2026 as a transition period for the **Offer** to allow any existing connections to be migrated over to the new Offer. No modify fees will apply.
  8. This **Offer** replaces the previous, extended **Ministry of Education Offer**.
    - a. Where the **Service Provider** is a participant of the existing offer, they understand the **Qualifying Wholesale Product** will change to this new **Digital Inclusion Offer**.
    - b. Any services under the previous offer that the **Service Provider** does not wish to become chargeable to the Service Provider or become part of the new Digital Inclusion Offer must be terminated by the Service Provider providing notice to Enable before 31 July 2026 if not migrated to the new **Offer**.
  9. Where the **Offer** is extended, Enable may review this **Offer** on an annual basis. CPI or any other pricing adjustments may be made to the **Qualifying Wholesale Product** by Enable providing no less than 60 days' notice to the **Service Provider**.
  10. Participating **Service Providers** must inform Enable immediately if their retail price exceeds the **MRP** outlined in clause 6, or if they become aware of any breach of terms under this agreement.
  11. **Service Providers** will ensure that households with **Qualifying Connections** are provided with all in-home devices, equipment, and services necessary to establish and use a broadband connection.
  12. Where the **Service Provider** is a reseller or does not own the billing relationship with the **Qualifying Connection**, it is the Service Provider's responsibility to ensure all conditions of this **Offer** and the Services Agreement are met and apply to any relevant third party involved in the billing relationship.
  13. Enable may request evidence that the **Service Provider's** retail charge is equal to or less than the **MRP** outlined in clause 6, or evidence regarding the other eligibility criteria of the **Qualifying Connection**. Where Enable requests such evidence, the Service Provider agrees to provide this transparently and within 5 business days.
  14. If Enable reasonably believes the **Service Provider** or a relevant third party isn't complying with any of the terms of the Offer, Enable may at any time and from time to time do any or all of the following:
    - a. meet with the Service Provider in good faith to discuss Enable's concerns and the details of the non-compliance;
    - b. escalate the issue within Enable and the Service Provider's organisations for discussion in good

- faith;
- c. suspend access to the Qualifying Wholesale Product until the issue is resolved;
  - d. terminate this Offer by 30 days' written notice to the Service Provider and/or
  - e. as a last resort:
    - i. migrate the Service Provider's services from the Digital Inclusion Qualifying Wholesale Product to the (E02035) BS2a 500/100 CIR 2.5/2.5 service at its current price; and/or
    - ii. require the Service Provider to pay the difference in the Qualifying Wholesale Product price and the (E02035) BS2a 500/100 CIR 2.5/2.5 service price on a pro-rata basis to cover the period of non-compliance.

For the purposes of this clause, "good faith" means the need to work together in an open, co-operative, honest and fair manner, provided that nothing prevents a party from acting in its own self-interest.

- 15. This **Offer** cannot be combined with any other Enable wholesale incentive.
- 16. Except as modified by this Offer letter, all the provisions of the current Services Agreement (as may be amended from time to time in accordance with its terms) will apply to the parties and capitalised terms used in this Offer letter shall have the meaning given in the current Services Agreement. The terms set out in this Offer letter will prevail over the terms of the current Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of these terms set out in this Offer letter by signing where indicated below and returning a copy of this Offer letter to your Service Delivery Manager.

Yours sincerely

Donna Frew  
Chief Commercial Officer  
**Enable Networks Limited**

Agreed on behalf of **[name of RSP]** by:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Date