

[date]

[name of recipient]

[name of RSP]

[address]

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

Dear [name of recipient]

## **RESIDENTIAL WHOLESALE PROMOTION – Fibre Starter Amended October 2023**

### **Introduction**

In addition to the Services provided under the Enable UFB Services Agreement (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a Fibre Starter Offer (**Offer**) to assist **[RSP] (Service Provider)** to accelerate the move of our community onto fibre broadband services.

The purpose of this Offer is to enable RSPs to provide a stand-alone sub \$60 retail product for residential end-users seeking access to a high-performance fibre broadband network at an introductory price, therefore making fibre affordable for more of our community.

This Offer is limited to the BS2a 50/10 CIR 2.5/2.5 (E02031) wholesale input service at \$38 per month (**Qualifying Wholesale Product**), where it is used for a \$xx or less inclusive of GST retail offer to residential customers.

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

1. Service Provider confirms participation in writing to this Offer by signing and returning this letter to its Enable Account Representative.
2. This Offer will be available from 15 September 2023 to 15 September 2025 subject to clause 3 below (**Offer Period**).
3. Enable may extend the Offer Period or withdraw the Offer by giving no less than 30 days' notice via an RSP informer.
4. Participating Service Providers must have a stand-alone retail fibre product in market with a maximum retail price (**MRP**) equivalent to, or less than \$xx (inclusive of GST) per month (based on a 30-day month) using the Qualifying Wholesale Product as the wholesale access product. Any orders placed by a participating Service Provider during the Offer Period using the Qualifying Wholesale Product and sold at \$xx retail price (including GST) per month or less to the end user will be deemed a **Qualifying Order**.
5. The **Qualifying Wholesale Product** is available to any residential end user premises within Enable's UFB coverage area and will be applied to the **Service Provider's** provisioning account with Enable within 7 days acceptance of this offer by the Service Provider, or as otherwise agreed between the Service Provider and Enable.

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enable.net.nz

PO Box 9228  
Tower Junction  
Addington  
Christchurch 8149

6. The **Fibre Starter** Offer replaces the **Welcome to Fibre** Offer. Where the Service Provider previously participated in the Welcome to Fibre Offer, by confirmation of participation in this Fibre Starter Offer, the Service Provider agrees the Welcome to Fibre Offer will end for any new customers and the Fibre Starter Offer will take effect at the time of the first order on the Qualifying Wholesale Product pursuant to clause 5. However, Existing Welcome to Fibre Offer customers will continue to receive the discounted monthly recurring charge of \$xx until 31 March 2024.
7. The Qualifying Wholesale Product has been developed for the purposes of this Offer.
  - a. Any existing **Qualifying Connections** under the Welcome to Fibre Offer must be migrated to the Fibre Starter Qualifying Wholesale Product by the participating Service Provider by 31 March 2024.
  - b. From 1 April 2024 the previous qualifying product under the Welcome to Fibre Offer (BS2a 50/20 CIR 2.5/2.5) will revert to standard pricing of \$49.51/month per Enable's Reference Offer Price List.
8. Participating Service Providers will provide Enable with a monthly reconciliation report of all **Qualifying Connections**. This reporting will be at individual customer level and must include:
  - a. Enable Service ID
  - b. The end-user's current retail price
  - c. Where the Service Provider represents multiple market brands, the retail brand from which the end-user procured the service
9. Enable will review this Offer on an annual basis. CPI or any other pricing adjustments may be made to the **Qualifying Wholesale Product** within the Offer Period by providing no less than 60 days' notice.
10. Participating Service Providers must inform Enable immediately if their retail price exceeds \$60 incl GST.
11. All orders are to be placed in good faith with the intention of reaching "Service Given" state. If there is a material increase in the Service Provider's cancellation rate, Enable reserves the right to review the terms of this offer letter in consultation with the Service Provider.
12. This Offer cannot be combined with any other Enable wholesale incentive unless explicitly included in the relevant Enable wholesale incentive.
13. If Enable reasonably believes the Service Provider 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 what the Service Provider is doing to comply;
  - b. escalate the issue within Enable and the Service Provider's companies for discussion in good faith;
  - c. suspend the Offer 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 Fibre Starter Qualifying Wholesale Product to the BS2a 50/20 CIR 2.5/2.5 service at its current price (currently \$49.51 plus GST); and/or
- ii. require the Service Provider to pay the difference in the Qualifying Wholesale Product price and the BS2a 50/20 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.

Unless stated otherwise in this Offer letter, all of the provisions of the current Services Agreement (as may be amended from time to time in accordance with its terms) will continue to 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 Enable Account Representative.

Yours sincerely

Donna Frew  
Chief Commercial Officer  
Enable Networks Limited

Agreed on behalf of [name of RSP] by:

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Date