

[date]

[name of recipient]

[name of RSP]

[address]

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

Dear [name of recipient]

## **RESIDENTIAL WHOLESALE PROMOTION – Welcome to Fibre Offer**

### **Introduction**

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

The purpose of this Offer is to enable RSPs to provide a stand-alone sub \$60 retail fibre product for end users who require access to a high performing fibre network at an entry level price, therefore making fibre affordable for more of our community.

This Offer is limited to the BS2a 50/20 CIR 2.5/2.5 (E02040) wholesale input service (**Qualifying Wholesale Product**) where it is used for a \$60 or less retail offer inclusive of GST to residential customers.

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

1. Service Provider confirms participation in writing to this Offer.
2. This Offer will run from 01 September 2022 to 30 June 2024 if participation is confirmed prior to 01 September 2022 (**Offer Period**). If participation is confirmed after 01 September 2022, the start date of the Offer Period will be the date the confirmation letter was received by Enable.
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 equivalent to, or less than \$60 (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 \$60 retail price (including GST) per month or less to the end user will be deemed a **Qualifying Order**.
5. Upon connection of any Qualifying Order, deemed a **Qualifying Connection**, Enable will pay a one-off credit of \$75 excl GST to the participating Service Provider and an ongoing monthly credit of \$8.82 excl GST for each Qualifying Connection.

**Our city of possibilities**

enable.net.nz

PO Box 9228  
Tower Junction  
Addington  
Christchurch 8149

6. Enable may develop a new BS2a 50/20 CIR 2.5/2.5 product for the purposes of this Offer. At that time, any existing Qualifying Connections will be migrated to that product in consultation with the participating Service Provider.
7. To provide certainty to Service Providers, Enable will review this Offer on an annual basis. Where CPI or any other pricing adjustments are made to the Qualifying Wholesale Product through the Offer Period, the monthly credit amount applied for Qualifying Connections will be increased to offset any price adjustments.
8. Where Enable creates a new wholesale product for the purposes of this Offer, that product will be excluded from price adjustments for at least the duration of the Offer Period.
9. Participating Service Providers must inform Enable immediately if their retail price exceeds \$60 incl GST.
10. Where a Service Provider represents multiple market brands and/or offers the BS2a 50/20 CIR 2.5/2.5 (E02040) wholesale input service at different retail prices, they may be required to validate Qualifying Orders to benefit from the Offer.
11. If a connection for which the Service Provider has received a credit under clause 5 above becomes inactive for one month or longer within 12 months of the date on which the connection for a Qualifying Order under clause 5 was completed, Enable will reverse the credit relating to that connection in Enable's next invoice to the Service Provider on a pro-rated basis (eg: if a service is inactive for one month after month three, Enable will reverse 9 months of the original \$75 credit (\$56.25)).
12. The Offer does not apply to:
  - a. fibre to fibre transfers (RSP to RSP at same address); or
  - b. modifications (upgrade/downgrade) to existing fibre connections; or
  - c. Inactive Intact addresses <30 days inactive.
13. 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 cancellation rate that has an impact on the connection rate, Enable reserves the right to review the terms of this offer letter in consultation with the Service Provider.
14. This Offer cannot be combined with any other Enable wholesale incentive.

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 Manager.

Yours sincerely

David Cooper  
Chief Commercial Officer  
**Enable Networks Limited**

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

---

Signed

---

Name of authorised person

---

Date