



END USER TERMS

for other Local Network Companies

LAST UPDATED: 18 June 2015

VERSION 1.0

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These End User Terms apply to all customers whose Managed Network Services are provided across their premises by a network that is provided by one of the following entities (each a **Local Network Company**):

- Inspire.Net
- Electricity Ashburton
- CityLink
- Network Tasman
- Araneo
- Gisbourne Net
- Unison
- Vector

Separate End User Terms apply to customers whose network is provided across their premises by:

- Northpower Fibre
- Chorus
- Ultrafast Fibre
- Enable Networks

In these terms:

- **Local Network** includes the connecting line to your premises and all associated equipment and infrastructure (including the Network Terminating Point), all of which is provided by your Local Network Company and may be located in, on, over or outside of your premises. The Local Network does not include any line or equipment provided by someone else, even if your Local Network Company may use that line or equipment. Your Local Network Company's network normally ends at the Network Terminating Point installed inside your premises.
- **Network Terminating Point** means the portal at your premises where you will connect to the Local Network. It includes any Optical Network Terminal (ONT), any other Network Interface Device (NID) or the secure jack or other access point where the Local Network ends on your premises.

1 Agreement with your Local Network Company

1.1 Agreement

These terms create an agreement between you and your Local Network Company. The agreement is for the benefit of your Local Network Company under the Contracts (Privity) Act 1982 and is enforceable by them without any involvement from us. Your agreement to be bound by, and comply with, these terms is in exchange for us agreeing to make the Local Network available for use at your premises.

If asked to, you will provide your Local Network Company with written confirmation of your agreement to these terms (for example, you may be asked to sign a copy of these terms before installation of the Local Network begins at your premises).

1.2 Duration

These terms apply for as long as, and whenever, any part of the Local Network is located on or at your premises. These terms (and your Local Network Company's rights under them) are entirely independent of your relationship with us. For clarity, none of the rights and benefits conferred on the Local Network Company under these terms will come to an end or be altered as a result of your Agreement with us ending.



1.3 Amendments

These terms may be amended (including replaced or terminated) by us in accordance with clause 2.2 of the General Terms (as if they were part of your Agreement with us). We do not need to notify any Local Network Company or anyone else of any such amendment, but will post the amended version of these terms on the “Legal and Policies” section of our Website before they come into effect. We will use the “Last Updated” section at the top of the document to indicate when it comes into effect.

1.4 Other Agreements

Nothing in these terms varies:

- your Agreement with us; or
- any other agreement you may have with your Local Network Company.

1.5 Limit on Agreement

The things you agree to do under these terms only apply to the extent you are lawfully able to do them and these terms do not require you to do things you have no actual power to do.

2 Managing your Local Network

These terms do not give you any rights in any part of the Local Network.

2.1 Rights granted

You agree that, to the extent reasonably required for the purpose of the Managed Network Services, your Local Network Company may design, install, locate, access, maintain (including to inspect, replace and relocate) and operate the Local Network on your premises.

If you do not own your premises (or are not the only owner, other than a joint owner), you must also ensure that the owner(s) give us written consent to install, locate, access, maintain (including to inspect, replace and relocate) and operate the Local Network on your premises. You will be responsible to the Local Network Company for any loss it suffers if you do not ensure this. You also agree that, if asked, you will provide the Local Network Company with written evidence of that consent.

2.2 Access

Subject to your reasonable security policies, you must let your Local Network Company’s agents or subcontractors come on or into your premises to install or work on the Local Network or anything connected to it.

Your Local Network Company should give you reasonable advance notice (including a description of the work your Local Network Company will be doing) before they do it and the people your Local Network Company send should carry and present proof of their identity.

If the access your Local Network Company requires to your premises is not granted, this may impact on the services you or others receive from us.

2.3 No interference

You must:

- not interfere with any part of the Local Network, even if it is on or within your premises (and if you do interfere (or instruct or allow any person who is not authorised by the Local Network Company to interfere) with the Local Network, your Local Network Company will not be liable to you for any failure or disruption in the services you obtain from us); and
- not convey or receive, or permit any person other than the Local Network Company to convey or



receive, any signal over or using any part of the Local Network at the physical data link level unless your Local Network Company first agrees (and they may agree subject to conditions).

2.4 Adjacent land and buildings

To connect your premises to your Local Network Company's wider network your Local Network Company may need to install its equipment on or in adjacent land or buildings that you are not the sole (or a joint) owner of (for example, an access right of way). You agree that, if your Local Network Company asks you to, you will help it to obtain all the consents that they need to install their equipment. Unless your Local Network Company has all the consents they need, they have no responsibility to you for any failure to provide (or disruption of) our Managed Network Services.

2.5 Network Terminating Point

You acknowledge that:

- the Network Terminating Point will almost always require a continuous electricity supply to operate and you are responsible for ensuring that electricity is supplied safely to where the Local Network terminating point will be located; and
- if you connect anything to the Network Terminating Point (including any equipment or device) that is not compliant with any relevant international connection standards, it may adversely affect services you, and possibly others, receive from us and/or damage the Local Network.

2.6 Damage to Local Network

You agree to pay for repairing or replacing any part of the Local Network which is lost, stolen, or damaged by you or anyone you are responsible for or have control over. You also agree to use your reasonable endeavours to ensure that your Local Network Company's rights to the Local Network are not disrupted by anyone else.

3 Liability of your Local Network Company

3.1 Liability for damage to premises

Where your Local Network Company or any of their contractors or agents do work on or at your premises (including installation of the Local Network) and damage them through not taking reasonable care, your Local Network Company's liability to you will be limited to your reasonable costs of repairing the damage up to a maximum of:

- \$500,000 for any event or series of related events; and
- \$1,000,000 in aggregate for all events in any 12 month period.

You must tell the Local Network Company within one month after you become aware that your premises are damaged. You agree not to pursue any of your Local Network Company's contractors or agents for any such repair costs or damage.

This clause 3.1 also applies to any liability your Local Network Company has to you for damage to your premises where reasonable care has been taken in carrying out work on or at your premises except that the liability limits that apply are the ones described in clause 3.3 below.

3.2 Exclusion of all other liability

Your Local Network Company excludes all other liability they may have to you. Subject to clause 1.3 above, this exclusion applies for the benefit of the following people to the extent they are involved in providing the Local Network at the physical data link level:

- the Local Network Company;
- all other network operators;



- all companies directly or indirectly owned, partly owned or controlled by any of the people listed above;
- all officers, employees, contractors and agents of all the people listed above; and
- anyone else any of the people listed above is responsible for.

Except for any liability your Local Network Company may have under clause 3.1 above, none of these people are liable to you or have to pay you for anything else caused by or resulting from anything any of them does or does not do (or delays in doing) in connection with the Local Network itself, whether or not it is contemplated or authorised by any agreement you have with your Local Network Company or us. This exclusion applies whatever you are claiming for and however liability arises or might arise if it were not for this clause 3.2.

3.3 Backstop limitation of liability

If your Local Network Company or any of the other people listed in clause 3.2 above are ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 3.2 above, then this clause 3.3 applies.

Where this clause 3.3 applies, the maximum combined amount your Local Network Company and all the other people listed in clause 3.2 above (together) will have to pay you and anyone else who uses the services provided to you (together) is:

- \$50,000 for any event or for any series of related events; and
- \$100,000 in aggregate for all events any 12 month period.

For clarity, these liability limits also apply under clause 3.1 above where reasonable care has been taken in carrying out work on or at your premises.

This limitation does not limit any rights you may have under the Consumer Guarantees Act 1993. If you are a business customer who has a written agreement with us, the provisions of the Consumer Guarantees Act 1993 may not apply to any services your Local Network Company provide.

4 General

4.1 Transferring rights

Your Local Network Company may transfer its rights and benefits under these terms, and the Local Network, to someone else. You agree that such a transfer can occur without the need for any consent from, or notice to, you. After a transfer, these terms (and all your obligations under these terms) will continue for the benefit the person transferred to. Your Local Network Company may also hold its rights and benefits under these terms in whole or in part for the benefit of other persons who may have an interest in the Local Network.

4.2 Each term separately binding

If for any reason any of these terms, or any terms you agree with us, cannot be enforced or relied on by you or the Local Network Company, all other terms will remain binding.