



New Zealand Telecommunications Forum

Code for the Marketing of Broadband Services

(“Broadband Marketing Code”)

Code Status:	Final Approved
Code Classification:	Voluntary
Date:	30 April 2022
Review Status:	The Code will be reviewed no later than 12 months after the Code comes into effect.

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Introductory Statement

The New Zealand Telecommunications Forum Incorporated (TCF) Code for the Marketing of broadband services to Consumers of Telecommunications Services is referred to as the Broadband Marketing Code (the Code).

This is a voluntary industry code introduced in response to the Commerce Commission's [Retail Service Quality guidelines](#), issued under Part 7 of the Telecommunications Act.

As wholesale only providers, the Local Fibre Companies (LFCs) do not consider it appropriate for them to be subject to a code promulgated under Part 7 and support the Commerce Commission's view that Part 7 focuses on the provision of retail services, not the provision of wholesale services, which are governed by different regimes. However, LFCs are committed to supporting and promoting consumer transparency and fairness through the adoption of the relevant outcomes and principles of this code applicable to their role as wholesale only providers.

The LFCs have made this commitment via a joint letter to the Commerce Commission which can be found [here](#). This commitment is complementary to this industry Code.

Background

The telecommunications sector makes a significant contribution to the well-being of New Zealanders and the overall economy. It is a key enabler of digitisation and a platform to be used by other types of infrastructure and services.

New Zealand Telecommunications Consumers have access to world-class broadband networks and have a variety of broadband providers to choose from who offer a wide range of broadband plans and services to fit Consumers' needs. The number of Telecommunications Consumers has been growing rapidly in recent years, which is a clear indication of the importance that broadband connectivity plays in New Zealanders' everyday lives. It is reasonable for users of broadband services in New Zealand to expect that their broadband service will deliver to the Marketed specifications.

The TCF Broadband Marketing Code helps to ensure that the information about the technical and performance characteristics of broadband services presented to Consumers by Providers that market broadband services is clear, accurate and up-to-date.

Anticipated benefits for Consumers

- Increased ability by Consumers to make informed decisions about what broadband service best suits their needs;
- Increased Consumer awareness on what the various speed and performance characteristics of a service mean;
- Helps to avoid confusion when comparing broadband services.

Anticipated benefits for Industry

- Educating Consumers on the broadband services will assist Consumers to make better choices;

- Providing consistent information on the performance characteristics of broadband services to help avoid market place confusion and reduce Complaints.

About the TCF

Established in 2002, the "New Zealand Telecommunications Forum" (TCF) is a registered incorporated society.

The TCF's objective is to actively foster cooperation among the telecommunications industry's participants, to enable the efficient provision of regulated and non-regulated Telecommunications Services. Our goal is to promote competition for the long-term benefit of end-users of Telecommunications Services in New Zealand.

Code Revision: This is the first iteration of this Code.

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A. PURPOSE

1. The purpose of this Code is to ensure Consumers are given clear, accurate and up-to-date information about the technical and performance characteristics of broadband Telecommunication Services.

B. APPLICATION

2. This Code applies to any Party Marketing broadband Telecommunications Services to residential Consumers in New Zealand.

C. IMPLEMENTATION

3. This Code was approved by the TCF Board on 30 April 2022.
4. This Code will take effect three months from the approval date, with the exception of:
 - 4.1. For complaints relating to performance: sections S and T, which will take effect six months from the approval date.

D. DEFINED TERMS

In this Code, unless the context otherwise requires:

Act	Means the Telecommunications Act 2001.
Approved Alternative Testing Methodology	Means any Alternative Testing Methodology that meets the requirements of the guidance set out in the document titled “Approved Alternative Testing Methodologies: Principles for how to use Numerical Speed Indications”, published separately on the TCF website.
Code	Means this TCF Broadband Marketing Code.
Code Compliance Framework (CCF)	Means the overarching compliance and enforcement regime for TCF Codes as set out in the TCF Code Compliance Framework.
Code Signatory	Means a Person who agrees to comply with a TCF Code and be legally bound by its requirements, which includes compliance with the Code Compliance Framework.
Compliance Officer	Means the Person appointed by the TCF as the Compliance Officer under the Code Compliance Framework.
Complaint	Means the same as defined in the TCF Customer Complaints Code.
Consumer	Means an actual or potential end-user of a mass-market residential broadband service.

Customer	Means a Person who has a billing relationship with an RSP in respect of the relevant Telecommunications Service. The Customer may also be referred to as an End User.
Local Fibre Company (LFC)	Has the same meaning as s.156AB in the Telecommunications Act 2001, and includes Chorus, Enable Networks, Northpower Fibre and Tuatahi Fast Fibre.
Marketing	Means any communication relating to the description, promotion, advertising or sale of products or services to Consumers including tele-sales and customer support, online, print, television, radio, in-store and door-to-door descriptions, promotions, advertising and selling.
MBNZ	Means the Measuring Broadband New Zealand programme, a Commerce Commission programme to measure the quality of Consumers' broadband connection (and any equivalent, successor Commerce Commission programme).
National Peak Time Average Speeds or NPTAS	Means the average download speed and average upload speed during the peak hours of 7pm – 11pm, Monday – Friday seen by Customers using a similar service at different locations across the country, such speeds averaged to give a national number.
New Zealand Telecommunications Forum or TCF	Means the New Zealand Telecommunication Forum Incorporated Society registered in New Zealand.
Non-Numerical Speed Indicators	Refers to words which suggest absolute or relative speed such as “fast”, “super-fast”, “blistering” and/or imagery where such imagery is clearly intended to depict absolute or relative speed.
Numerical Speed Indication	Means a number to describe the download and upload speed of a service, technology or wholesale input delivered to the Customer side of the service termination point (typically the ethernet port on a modem, or the best achievable Wi-Fi coverage in the home). Consumer broadband speeds are typically shown as megabits per second (Mbps) or gigabits per second (Gbps) for download and upload speeds e.g., 300Mbps / 100Mbps.
Party	Means a Code Signatory.
Person	Means a legal Person and includes a company and any other legal entity.
Personas	Means non-speed descriptions intended to help Consumers decide between different broadband services. This may include factors such as descriptions of what applications are likely to be

	possible and types of users best suited to different services, technology or wholesale inputs.
Provider	Means any Person Marketing broadband Telecommunications Services to Consumers, but does not include LFCs.
Retail Service Provider or RSP	Means any Person providing a retail Telecommunication Service to a Customer and who has the direct billing relationship with the Customer for that service. An RSP may also be referred to as an Access Seeker or a Service Provider, both terms are defined in section 5 of the Telecommunications Act 2001.
Self-Regulated Code	As described in the TCF Rules section 20, the obligations set under this Code are either voluntary or obligatory as approved by the TCF Board, and requires signatories to complete a self-certification process which is monitored through the TCF Compliance Framework.
Telecommunication(s) Service	Means any goods, service, equipment and/or facility that enables or facilitates telecommunication(s).
Voluntary Code	Means a Self-Regulated Code which TCF Members and other Parties may choose to sign up to. Compliance to the Code is a self-certification process and monitored through the TCF Compliance Framework.

E. OBJECTIVES

5. The objective of this Code is to set out the key principles Providers should adhere to when Marketing broadband Telecommunications Services to Consumers. The objective is achieved by:
 - 5.1. Presenting fair and accurate information about the speed and performance of broadband plans in Marketing collateral; and
 - 5.2. Not misleading Consumers with Non-Numerical Speed Indicators.

F. SCOPE

6. The following are included in the scope of this Code:
 - 6.1. Marketing of broadband services to Consumers;
 - 6.2. speed and performance characteristics of broadband services;
 - 6.3. Complaints and disputes resolution process;
 - 6.4. compliance and enforcement mechanisms; and
 - 6.5. monitoring and reporting provisions.

G. EXCLUSIONS FROM SCOPE

7. The Code does not apply to:
 - 7.1. mobile services;
 - 7.2. the operational process to move a Customer's Telecommunications Service from one technology to another; and
 - 7.3. dial-up or business broadband services.

H. PRINCIPLES OF MARKETING

8. This Code provides a consistent framework for Providers to market to Consumers about broadband performance.
9. Providers must set appropriate expectations about what their services or access technologies are likely to deliver for Consumers.
10. When including speed indications in Marketing collateral, Providers are responsible for ensuring these are provided on the basis of the National Average Peak Time Speed (NPTAS), and in a way that enables meaningful comparison of services.
11. If Providers send unsolicited modems to Consumers when Marketing broadband services, they must adhere to the requirements set out in the TCF Marketing Alternative Services during Copper and PSTN Transition Code cl.12.7.
12. Conditions, qualifications and disclaimers in Marketing must not contradict the nature of the service the majority of Consumers are otherwise led to expect from the headline or body of the communication.
13. When information is presented to Consumers, it must be provided in an easily discernible manner.

I. PRINCIPLES FOR USING INFORMATION TO MARKET BROADBAND SERVICES AND TECHNOLOGY

14. Providers are not required to use speed indications or Personas when Marketing or describing their broadband services, technologies or wholesale inputs.
15. Where speed indications or Personas are used, they must not mislead Consumers about the absolute performance, or relative performance, of services, technologies or wholesale inputs.
16. Examples of the use of speed indications or Personas include:
 - 16.1. providing information alongside each broadband service to help Consumers choose a plan which is right for them.
 - 16.2. Marketing or providing commentary on the absolute or relative benefits of

different wholesale inputs or technologies.

17. The level of detail presented to Consumers is limited in some situations. For example, more information can be provided alongside a service description on a website than it can on a radio, TV or billboard advertisement. The Code sets out where abbreviated or shortened forms of the requirements can be used, refer to section L.
18. RSPs who maintain information about retired or legacy plans on their websites are not required to update this information on an ongoing basis, provided the webpage which references the plans makes it clear the plans are no longer available to purchase. For example, if a page contains speed claims or uses Personas, the RSP can include a statement at the top of the page saying “These are retired plans which are no longer offered. Information on speed and Personas is no longer updated and may be inaccurate.” together with a link to the RSP’s current plans.

J. PRINCIPLES FOR USING NUMERICAL SPEED INDICATIONS

19. This section applies if a Provider uses Numerical Speed Indications in its Marketing to help Consumers understand the benefits of a broadband service or compare particular broadband performance characteristics to other options. Numerical Speed Indications must be objectively justified, demonstrably reasonable, and independently verifiable (i.e., substantiated).
20. Providers must derive its Numerical Speed Indication from MBNZ.
21. When MBNZ data is not available, the Provider must use the principles for how to use Numerical Speed Indications, as described in the [Approved Alternative Testing Methodology document](#).
22. When MBNZ data is available, the Provider may use the principles for how to use Numerical Speed Indications, as described in the TCF’s Approved Alternative Testing Methodologies document, to provide data into MBNZ.
23. Numerical Speed Indications
 - 23.1. Providers who use Numerical Speed Indications must refer to NPTAS download and upload speeds (for each service, technology or wholesale input) to help Consumers understand what they can expect before making their purchasing decisions. This number is typically an average of speeds seen by Consumers using a similar service at peak times, at different locations across the country, averaged to create a national number. It is not intended to be a speed expectation or guarantee.
 - 23.2. Providers can use a lower Numerical Representation than the NPTAS, but if they use the NPTAS it must be truncated to three significant figures. For example, 101.2Mbps and 101.7Mbps must both be presented as 101Mbps, or 1.123Gbps and 1.128Gbps must both be presented as 1.12Gbps.

- 23.3. Providers must not use 'up to' speed claims or theoretical maximum speeds in Marketing.
 - 23.4. Numerical Speed Indications that are based on an MBNZ Report or an Approved Alternative Testing Methodology are deemed to be substantiated for the purposes of this Code, noting that the Fair Trading Act and other applicable laws continue to apply.
 - 23.5. A Provider must not use a Numerical Speed Indication which it knows or reasonably suspects does not reflect the NPTAS performance of the service or technology for the majority of Customers on their network. For example, if the speed of the wholesale product used by the service has changed. If the Numerical Speed Indication that is being used no longer reflects the NPTAS, the Provider must, within a reasonable timeframe, update the Numerical Speed Indication.
24. If a service or technology has different performance characteristics for different Customers (for example, where different wholesale inputs are used in different parts of the country), the Provider can use multiple NPTAS, rather than a single NPTAS, so long as this is presented clearly to the Customer.
 25. White label operators and sub-brands:
 - 25.1. If an RSP can substantiate that the performance for its plan is the same as the plan-specific data for another RSP, the RSP must use that RSP's results. For example:
 - a) an RSP may be using a wholesale service provided by another RSP which gives the same performance as the wholesale provider's retail service;
 - b) an RSP may have multiple retail brands which use the same network and have the same performance.

K. INFORMATION TO BE PROVIDED ALONGSIDE SPEED INDICATIONS

26. NPTAS is a national average measurement and it is expected that individual Consumers will see a different speed at peak time, even on the same service. Providers must be careful not to give the impression that a speed indication is a speed expectation or service guarantee, or that it is the speed Consumers are likely to achieve at their premise.
27. Providers must make it clear that the NPTAS is a national average and that individual Consumers may experience a higher or lower speed.
28. Explanations can be provided alongside (or proximate to) the speed indication itself and presented in an easily discernible manner.
29. Providers may use the standard descriptors in Table 1 alongside numerical values. Where these standard descriptors are used, a Provider will meet the Code requirements. Providers may use their own versions of these descriptors provided they do not substantially change the overall meaning or impression.

Table 1: Standard Descriptors for Particular Scenarios

Scenario	Standard Descriptors
Where the RSP is using an RSP specific MBNZ measurement result for a service:	<i>[RSP name] National Peak Time Average Speeds (MBNZ [report edition]). You may experience a higher or lower speed than this.</i>
Where the RSP is using an industry MBNZ measurement result for their service because an RSP specific measure is not available:	<i>Industry National Peak Time Average Speeds (MBNZ [report edition]). You may experience a higher or lower speed than this.</i>
Where the RSP is using an Approved Alternative Testing Methodology for an overclocked fibre service:	<i>Estimated National Peak Time Average Speeds. You may experience a higher or lower speed than this.</i>
Where the RSP is using an Approved Alternative Testing Methodology for a service other than an overclocked fibre service:	<i>[RSP name] National Peak Time Average Speeds ([insert date when testing was completed]). You may experience a higher or lower speed than this.</i>

L. CLAIMS IN ADVERTISEMENTS

30. When Marketing includes speed claims, Providers must ensure that in their Marketing the following is identified, where possible, depending on the space and format of the particular media type:
 - a. NPTAS for the service(s) advertised;
 - b. The source of the speed claim;
 - c. That various factors can impact end users' achieved speeds and the speed they receive may be higher or lower than the NPTAS shown; and
 - d. Availability limitations (where they exist).
31. Speed claims include both:
 - a. Numerical Speed Indications; and
 - b. Non-numerical Speed Indicators.
32. Marketing that uses a name for a broadband service that does not include a speed claim (for example "Everyday Fibre" or "FibreMax"), and includes no other speed claims, does not require speed and performance disclaimers.
33. If there are availability limitations for that broadband service, and any Marketing is shown in areas where that service may not be available, the availability limitations should be disclaimed, for instance "availability may vary".
34. The following provides some examples of how speed and performance disclaimers could be presented within Marketing that include speed claims depending on the media type,

refer to Table 2. These examples can be tailored to reflect the Provider’s own scenario. All examples below include availability disclaimers to show how the availability disclaimer can be presented together with the speed and performance disclaimers.

Table 2: Examples of disclaimers when speed claims are used in Marketing

Example Scenario	Example Wording
Radio advert, TV advert or billboards where space and readability is extremely limited and numerical speeds have not been used.	Availability and individual speeds may vary. See www.xxxxxx.co.nz .
Advertisements with a small amount of space which can be used to qualify speed claims.	Download speed 300Mbps upload speed 100Mbps. [RSP name/Average speed across all providers] National Peak Time Average Speeds (MBNZ Spring 21). Availability and individual speeds may vary. See www.xxxxxx.co.nz .
<p>Advertisements with space to provide a full explanation.</p> <p>Could also be used on Provider websites alongside their service details.</p>	<p>Download speed 300 Mbps upload speed 100Mbps. Speeds shown are [RSP name/Industry] National Peak Time Average Speeds from the Commerce Commission MBNZ Spring 21 report. You may experience higher or lower speeds than these national averages. Services are not available in all locations. Factors such as the performance of your modem, location of the server you’re connected to, the performance of your device and your in-home Wi-Fi setup can impact the speeds experienced. For wireless connections, factors such as the distance you are from a cell tower, the network capability and the overall use of that cell tower by other Consumers can impact the speed experienced.</p>

M. UPDATING SPEED INDICATIONS

35. When Providers include speed indications in their Marketing based on MBNZ data, they must ensure these are derived from a MBNZ report published within the previous three months, and clearly identify that MBNZ report as the source (e.g., “MBNZ Spring 21”).
36. Providers must use reasonable efforts to update speed indications in existing Marketing or use the latest indications in their new Marketing within the following timeframes, or otherwise as soon as it is reasonably practicable to do so:
 - 36.1. **Provider’s website information:** (e.g., Provider websites, offer summaries and social media channels):
 - i. *New Marketing:*

The latest MBNZ numbers must be used for new Marketing within 30 Working Days after a new MBNZ report is published.

ii. *Existing Marketing:*

Existing speed indications must be updated within 30 Working Days after a new MBNZ report is published, provided that speed indications only need to be updated once every three months regardless of how many MBNZ reports have been published in that timeframe.

36.2. **Other Marketing** (e.g., printed posters, brochures, and sign-up forms; billboards; bus shelters; radio/TV advertisements):

i. *New Marketing:*

The latest MBNZ numbers must be used for any new Marketing that goes live more than 30 Working Days after a new MBNZ report is published.

ii. *Existing Marketing:*

For Marketing that is live in-market or in-flight, the relevant speed indications do not need to be recalled and/or updated if the MBNZ report they are derived from is clearly identified and the MBNZ report was published no more than 9 months earlier.

37. If using an Approved Alternative Testing Methodology, then the same requirements set out in Clauses 35 and 36 apply.

N. MARKETING DESCRIPTIONS WHICH IMPLY SPEED

38. A provider must avoid using Non-Numerical Speed Indicators, or images, without specifying the relevant performance measures, such as NPTAS, which substantiate their use.

39. If Non-Numerical Speed Indicators which imply speed are used, then the speed implied must be consistent with NPTAS when considered on a comparative basis against other services and technologies.

40. Any claims and comparisons made by a Provider must be objectively justified, demonstrably reasonable, and independently verifiable.

O. PERSONAS

41. Marketing broadband services on the basis of “Personas” must be objectively justified and demonstrably reasonable.

42. For guidance, the TCF has published ‘Broadband Marketing Personas’ information on the TCF website. This information sets out what applications and activities are expected to be supported on different services.

43. The Broadband Marketing Personas information is:

- a. evidence based, with links to source material which justifies the claims (e.g., bandwidth required for video streaming at different qualities as recommended by the most popular on demand services); and
 - b. reviewed annually, and any signatory to the Code can request that the document be reviewed at any time.
44. Providers can use their own Persona descriptions for services but they must be consistent with the TCF's 'Broadband Marketing Personas' information.

P. COMPARISONS BETWEEN SERVICES AND TECHNOLOGIES

45. A Provider must not make claims or comparisons about one service or technology that are liable to mislead Consumers directly or indirectly in relation to the performance or characteristics of another service or technology:
- 45.1. when making a comparison of speed across different access types and/or different wholesale inputs, the Provider must disclose what is being compared.
 - 45.2. when making a comparison with another service, the Provider must disclose any pre-requisites and not make claims of a pre-requisite that does not apply to that particular service. For example:
 - a) claiming that a service does not require landlord consent may mislead a Consumer when consent is not ordinarily required for the other service.
 - b) claiming there is no installation costs for a service may mislead a Consumer when there is no charge for standard installations of the other service.
46. Providers must not make specific or general claims about services or technologies which are based on speed or performance measurements other than MBNZ or an Approved Alternative Testing Methodology.

Q. MODEMS

47. Any equipment supplied by a Provider as part of a service must be capable of delivering the marketed speed for that service (i.e., a compatible modem).
48. If equipment with particular specifications is required to achieve the marketed speeds of a service, and that equipment is not supplied as part of the service, the requirement for such equipment must be prominently drawn to the attention of the Consumer.
49. If equipment is not provided as part of the cost of the marketed service, Providers must make it clear to the Consumer that additional costs to receive the Provider's equipment may apply.
50. Providers must make it clear that Consumers are responsible for using or obtaining a compatible device. Providers must ensure that Consumers understand that the use of incompatible equipment means they may not achieve the advertised full speed of a

service.

R. INFORMATION ABOUT OTHER FACTORS IMPACTING PERFORMANCE

51. A Provider must disclose any limitations that may affect the service, taking into account the limitations that are likely to be important to Consumers. This information must be disclosed in a prominent and obvious way, and can be provided in a range of different formats (for example, written terms and conditions or video content), as long as it is explained clearly.
52. Information must be made available by Providers to Consumers prior to sale.
53. A Provider must ensure Consumers are given upfront information about the principal factors known to affect the service performance of the broadband service. For example, signal attenuation, congestion/contention, traffic/network management, protocol overheads, and Customer distance from the mobile mast.
54. Consumers must also be provided with information regarding the factors that may affect service performance that are outside of a Provider's reasonable control, such as settings and positioning of in-home Wi-Fi modems, and Consumer equipment specifications and maintenance (e.g., software, viruses and malware). This information must be presented in a way that avoids the risk of misleading Consumers that any service issues they experience that are caused by a Provider are the result of these other factors.
55. A Provider must be prepared to advise Consumers on possible solutions to the most common issues associated with in-home broadband experience. For example, "mesh" solutions can improve in-home experience by reducing dependence on the placement of a single modem and providing more consistent performance across the Consumer's entire home.

S. CUSTOMER COMPLAINTS

56. A Customer can make a Complaint to their RSP under this Code, including a Complaint relating to the performance of their RSP's service at their premises and Customer premises equipment provided by that RSP.
57. RSPs must provide information on how a Customer may raise a Complaint under the Code to the Telecommunications Disputes Resolution (TDR) service if they are not happy with the process or conclusion of their Complaint by their RSP.
58. Customer Complaints should be dealt with promptly by the RSP and in a collaborative manner to investigate and resolve the Complaint, including having systems in place to support the timely diagnosis and resolution of performance issues.
59. *RSP Process for Dealing with Complaints About Performance*
 - 59.1. If the selected service provided by the RSP materially fails to meet the performance standards represented to the Customer, taken as a whole and including all disclaimers, then the RSP must take reasonable actions to help the

Customer resolve the performance issue. To ensure that:

- a. The Customer has complied with all reasonable directions of the RSP; and/or
 - b. The performance issues within the RSP's control are resolved.
- 59.2. If the RSP cannot remedy the performance issue within 30 working days of a Customer Complaint, the RSP must allow the Customer to move to a different service or exit their service without penalty. It is up to each individual RSP to determine how it complies with this clause.
- 59.3. When considering what 'materially fails' means, the RSP may take into account the following:
- a. The extent to which the RSP has complied with this Code;
 - b. The threshold to which the service does not meet the NPTAS performance standard, noting it is not reasonable for a Customer to expect they would achieve the exact advertised NPTAS on their individual connection.
 - c. An individual connection getting a speed less than the NPTAS for that service should not in itself be considered a failure to meet expected requirements, provided the Provider has made it clear in its Marketing that individual speeds will vary from the speed indication used.
 - d. Issues of frequency and degree should be assessed in terms of the Customer's actual experience of the service relative to what they were led to expect.

For example, a Customer signs up for a two-year wireless broadband contract with an RSP. A few months into the contract term, the service starts to degrade at peak times and regularly performs at only half of the advertised speed, resulting in a Customer Complaint. The RSP has 30 working days in which to address any underlying issues, such as congestion at the serving cell site, failing which the Customer must be able to change or exit the service without penalty.

However, in the same example, if the deterioration in performance is only temporary (as a result of repairs to the cell site), if the deterioration is only marginal (such that a reasonable Consumer, with knowledge of the problem, but otherwise in the same position as the complaining Customer, is still likely to have signed up for the service), or if the deterioration in performance is caused by factors outside of the network provider's control (e.g. the home WiFi environment, environmental conditions in the home such as other devices that impact the WiFi performance or the type and age of the devices the Customer is connecting with), then the impact on the Consumer may not be material.

- 59.4. If the issue is identified as not being part of the service being provided by

the RSP e.g., the Customer's internal premises wiring, Wi-Fi set up or end-user device limitations, the RSP will provide information to the Customer on how they could make improvements to their home set-up. Whilst RSPs can advise Customers on how to make improvements to their in-home set-up, it is not a guarantee to improve the performance at their premise.

- 59.5. If an RSP includes in-home set-up of Wi-Fi coverage or Wi-Fi enhancement equipment as part of their service, then the RSP would need to resolve issues within the Wi-Fi service it set up as part of its resolution.
- 59.6. If the service is performing as marketed by the RSP (based on the NPTAS performance standard), but the Customer is still not happy, the RSP can advise the Customer of additional items or features they can purchase to improve performance of their service beyond what is provided by the RSP as part of their standard service. This could include purchasing a more advanced modem or purchasing and installing a Wi-Fi-mesh system or external antenna.

T. DISPUTES RESOLUTION

- 60. A Customer may refer a Complaint under this Code to the TDRS.
- 61. Each Party to a dispute that is referred to TDRS must comply with the rules of the TDR scheme.

U. CODE COMPLIANCE WITH RELATED OBLIGATIONS

- 62. Compliance with this Code provides a framework for all Parties to act in accordance with New Zealand legal and regulatory obligations. Industry participants, including Parties to this Code, have an obligation to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as other applicable industry standards or Codes.
- 63. In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986, Consumer Guarantees Act 1993 and the Privacy Act 2020.
- 64. In the event of any inconsistency between this Code, any relevant legislation, and any Commerce Commission determinations and Codes, this inconsistency will be resolved in the following (descending) order of precedence:
 - 64.1. Legislation;
 - 64.2. Commerce Commission Determinations and Codes;
 - 64.3. This Code.
- 65. RSPs must comply with the following existing obligations when Marketing broadband services to Customers:

- 65.1. Commerce Commission 111 Contact Code.
- 65.2. TCF Broadband Product Disclosure Code.
- 65.3. TCF Marketing Alternative Services During Copper and PSTN Transition Code.

V. TCF CODE COMPLIANCE FRAMEWORK OBLIGATIONS

- 66. The TCF, through its Code Compliance Framework (CCF) has the overall responsibility of ensuring that Code Signatories abide by the obligations set out in this Code.
- 67. The TCF CCF applies to the ongoing monitoring and compliance of this Code. By becoming a Code Signatory, Parties agree to comply with and are bound by the terms of the CCF and obligations set out in this Code.
- 68. The CCF's Complaints management procedures will apply to any allegations of a breach of this Code.
- 69. Self-certification Monitoring and Reporting Requirements
 - 69.1. By signing up to this Code, Code Signatories agree to abide by the terms of the CCF and will cooperate in a full and frank manner with the Compliance Officer at all times, participate in good faith in any investigations they may be involved in and adhere to any sanctions levied against them under the CCF in relation to this Code.
 - 69.2. In accordance with the CCF, Code Signatories must file initial and annual self-certification forms with the Compliance Officer to demonstrate their initial and ongoing compliance with this Code.
 - 69.3. It is the responsibility of the Parties to this Code to be fully conversant with the latest version of this Code, and to ensure that they are compliant at all times.
 - 69.4. Each Code Signatory must keep information they deem necessary to show their compliance with this Code, should it be required.
- 70. Compliance Issue Management
 - 70.1. The TCF CCF Section I sets out the process for dealing with notice of potential breach by a Code Signatory, investigation, sanctions and appeals process.
 - 70.2. Parties who may provide notice of a potential breach of the Code to the TCF Code Compliance Officer is set out in s.I cl.28 of the CCF, including TDR who through their Complaints process may notify the Compliance Officer of a potential Code breach by a Code Signatory.
- 71. Telecommunications Act 2001
 - 71.1. For the avoidance of doubt, the procedures set out in the CCF are additional to, and not exclusive of, any other rights a Party may have under the Telecommunications Act 2001, at law or in equity and nothing in the CCF will

prevent any Party from exercising its rights to raise a dispute directly to the Commerce Commission in accordance with Part 4A of the Telecommunications Act 2001.

W. MONITORING

72. The TCF monitors compliance of this Code under the CCF.
73. The TCF may request additional information from a Party in relation to their code compliance, including for the purposes of this Code, information regarding customer notices, complaints process, training or marketing collateral.
74. The TCF may undertake a 'mystery shopper' exercise on relevant consumer marketing material to assess compliance of a Party or investigate any breach of the Code.
75. TDR will monitor customer complaints that relate to the Code and report any issues to the TCF Compliance Officer for further investigate as appropriate.

X. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE

76. The expiry, revocation or amendment of this Code will be in accordance with the New Zealand Telecommunications Forum's Operating Procedures Manual 'The Handbook', any TCF Member may put a Project Proposal to the Forum Board (at any time) for the amendment or revocation of the Code.
77. The Code will be reviewed no later than 12 months after the Code comes into effect, and every two years thereafter as required under the TCF CCF.