



New Zealand Telecommunications Forum

Code for Broadband Product Disclosure Information ("Broadband Product Code")

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Notes:	This Code addresses fixed Broadband services only . Mobile and wireless broadband services will be included in a subsequent version.

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INTRODUCTORY STATEMENT

The New Zealand Telecommunications Forum Incorporated *Broadband Product Code* is a code that sets out minimum standards for the disclosure of information regarding mass market residential fixed line broadband internet access plans to Consumers.

Background

The rollout of UFB in New Zealand is expected to lead to increased competition in the mass broadband services market. This will bring further benefits for Consumers who will be able to choose from a range of different Broadband Plans offered over a range of access technologies.

The risk though is that the increased choice leads to Consumer confusion as Broadband Service Providers describe their broadband plans (including such factors as access speed, traffic shaping, price etc.) in different ways. This is undesirable for the industry as well as for Consumers because:

- Consumers may desire a greater level of information to make informed choices about the benefits and detractions of different broadband product and bundle options, and what factors they should consider when choosing a high quality telecommunications product;
- Broadband Service Providers may struggle to convey genuine advantages of the plans they offer if there is no standard way of describing these benefits that Consumers can understand;
- The industry is exposed to risks under the Fair Trading Act and other relevant legislation if Consumers feel misled by the way in which Broadband Plans have been described;
- The Customer may blame their Broadband Service Provider for poor performance which is caused by factors outside the Broadband Service Provider's control such as limitations of internal home wiring, the nature of the internet, the devices that Customers use etc. It would be useful to bring greater clarity to these issues.

This Code mandates a series of standards for how Parties will communicate the capabilities and configuration of their Broadband Plans to allow Consumers to make more informed choices about their options.

Anticipated benefits for Consumers

- See at a glance, the key features of Broadband Plans offered by Broadband Service Providers.
- More easily compare Broadband Plans between Broadband Service Providers.
- Increased awareness of the range of access technologies now available today (e.g. Fibre, ADSL, cable) they can use to connect to the internet, and the likely speed they can expect to receive.
- Increased awareness of the costs associated with a Broadband Plan, such as for using excess data, cancelling a contract early etc.
- Increased knowledge of factors that can impact on broadband performance and effects of some broadband products on other services (e.g. medical alarms).

Anticipated benefits for Industry

- Aids Consumers' understanding of different Broadband Plans: Consumers will be able to see the likely benefits to them of choosing faster plans, higher data caps, contract lengths etc. This may help Broadband Service Providers differentiate themselves and explain to Consumers the benefits of their premium plans.
- Increase Consumers' knowledge of the different broadband access technologies available, and the impact that Customers' equipment can have on their overall internet experience.
- Informed Customers should lead to increased Customer satisfaction and improved Customer retention. This may ultimately reduce the number of enquiries and complaints Broadband Service Providers receive in relation to their services.

Broadband Plans Covered

- This first iteration of the Code covers fixed line mass market residential Broadband Plans only.
- The TCF intends to expand the Code to include fixed wireless and mobile mass market residential Broadband Plans in future.
- This phased approach enables the TCF to get the Code for the fixed line Broadband Plans completed and the Offer Summaries out into market as soon as possible, rather than delaying the release of the Code until all Broadband Plan service types can be included.

Broadband Performance Information

- It is anticipated that Broadband Performance Information will be provided by an Independent Test Provider and managed by the Commerce Commission. The testing will be performed in accordance with the TCF's agreed Broadband Testing Methodology.

Code Structure

The Broadband Product Disclosure Code consists of:

- a) This Code that sets out the principles, standards and requirements ; and
- b) The supporting Broadband Testing Methodology document (developed separately).

Code Revision

This is the first iteration of this Code.

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A. DEFINED TERMS

In this Code, unless the context otherwise requires the following defined terms apply.

Access Type	means the type of technology used to deliver a Broadband Plan.
Billing Relationship	means a relationship where the Broadband Service Provider has a bona fide contractual right to charge the Customer for any chargeable activity relating to the provision of broadband services.
Broadband Performance Information	means the set of data included in the Offer Summary (as per clause 9) that provides the Consumer with information about that Broadband Plan's performance as measured and reported by the Independent Test Provider.
Broadband Plan	means a mass market residential plan provided by a Broadband Service Provider for broadband internet services.
Broadband Service Provider/s (BSPs)	means a retail provider of broadband internet services including Broadband Plans to a Customer, and who has the Billing Relationship with the Customer for that service.
Broadband Testing Methodology (BTM)	<p>means the document developed and approved by the TCF setting out the requirements for the methodology, criteria and process for the measuring and reporting of the Broadband Plans Performance by an Independent Test Provider and as further set out in Section E of this Code.</p> <p>The BTM shall be operational within three (3) months of it being approved by the TCF.</p>
Code	means this Code for Broadband Product Disclosure Information.
Consumer	means a person who is a potential or current Customer of a Broadband Service Provider. A reference to a Consumer includes a reference to a Customer.
Customer	means a person who has a bona fide Billing Relationship with a Broadband Service Provider in respect of a Broadband Plan. The Customer is the end user (i.e. not a wholesale customer).
Independent Test Provider (ITP)	means the independent organisation performing the broadband performance measuring and reporting to support the requirements in section E of this Code and as specified in the Broadband Testing Methodology.
Offer Summary	means a defined set of information about a Broadband Plan/s prepared by a Broadband Service Provider for Consumers in accordance with section C of this Code.
Party / Parties	means a Broadband Service Provider who has agreed to be bound by this Code.

B. INTRODUCTION

1. Purpose

- 1.1 The purpose of this Code is to provide retail providers of Broadband Plans (Broadband Service Providers) with minimum standards for the disclosure of information about their Broadband Plans to enable Consumers to make easier comparisons between different offers and to promote competition.

2. Objectives

- 2.1 The objectives of this Code are to:
- 2.1.1 Specify minimum standards for the disclosure of information to Consumers about Broadband Plans.
 - 2.1.2 Simplify disclosure of information for Consumers.
 - 2.1.3 Standardise on terminology used by BSPs when describing aspects of a Broadband Plan.
 - 2.1.4 Provide a process for independently measuring and reporting on BSP's broadband performance.
 - 2.1.5 Provide a process for Code certification, monitoring and compliance.

3. Scope

- 3.1 This Code applies to BSPs who are Parties to this Code.
- 3.2 This Code governs Broadband Plans provided to Consumers to assist them with comparing different broadband product offerings. This Code:
- 3.2.1 Specifies the minimum obligations for Parties supplying these plans to the New Zealand marketplace including, where specified, prescribed words and terminology which must be used when communicating with Consumers, particularly through the 'Offer Summary'.
 - 3.2.2 Sets out the principles that Parties must comply with when disclosing information to Consumers.
 - 3.2.3 Applies to standalone Broadband Plans and when a Broadband Plan is sold as part of a wider product bundle.
 - 3.2.4 Is not intended to limit innovation in either product development or in product marketing within the industry, but instead provides a common framework for what broadband product information should be disclosed and how Broadband Plans are described.

4. Exclusions from Scope

- 4.1 This Code does not apply to tailored or bespoke Broadband Plans, business Broadband Plans or dial-up services.
- 4.2 Mobile and wireless Broadband Plans are excluded from the first iteration of this Code.
- 4.3 This Code does not define the detailed Broadband Testing Methodology for testing and measuring broadband services.

5. Principles

- 5.1 Parties to this Code agree to abide by the following principles which describe how they will approach providing information about their Broadband Plans to Consumers.
- 5.1.1 Accessible: Make information clear, readable, easy to understand and easy to find for those

seeking it.

- 5.1.2 Appropriate: Provide the right level of detailed information at the right point in time.
- 5.1.3 Comparable: Use clear, standardised terms and language to allow for easy comparison.
- 5.1.4 Current: Keep information up to date.
- 5.1.5 Honest: Provide Consumers with accurate and reasonable assessments of how Broadband Plans are priced, will perform, and the technology by which it will be delivered.
- 5.1.6 Transparent: Speak clearly about the Broadband Plan features and price including any restrictions.

C. OFFER SUMMARY FOR CONSUMERS

6. Overview

- 6.1 To allow Consumers to more easily compare Broadband Plans, Parties must provide a summary of information for each Broadband Plan, called an '**Offer Summary**'.
- 6.2 The Offer Summary does not need to be updated to reflect limited time special promotions (including pricing offers), provided that this promotional offer results in terms that are advantageous to new Customers compared to those shown in that Broadband Plan's Offer Summary.
- 6.3 The Offer Summary must use the terminology and list the information in the order shown in clause 7.1 and Appendix A of this Code.

7. Information to disclose

- 7.1 The Offer Summary must include the following information (where applicable):
 - 7.1.1 **Service Overview:**
 - a. **Service description** – a brief summary of what the service includes, whether the Broadband Plan is only available as part of a bundle (and what that bundle contains), or whether it is available on a standalone basis.
 - b. **Availability** - including limitations such as network and technology coverage.
 - c. **Service Charge** - recurring or other charges, the data allowance as well as any special conditions for pricing that apply.
 - d. **Additional Data** - validity period for data allowance and any consequences of overage (e.g. cost for additional data, throttling etc.).
 - e. **Set Up Charge** – refer to clause 10.1.2 for the types of charges you may need to disclose.
 - 7.1.2 **Broadband Performance Information:**

When the Broadband Testing Methodology is operational, the Offer Summary must also include:

 - f. **Performance** – information about that Broadband Plan's measured broadband performance ("Broadband Performance Information") as detailed in section D.
 - g. **Access Type** -
 - i. The type of access technology used to deliver the broadband service as per the list of Access Types published on the TCF's website.
 - ii. A link to where the Consumer can find more information about the different Access Types.
 - iii. For DSL technologies a link to where the Consumer can get an estimate of the capability of their individual line.

- iv. For DSL, some BSPs do have the option to provision a customer over their own equipment either from the exchange or cabinet instead of using the equivalent wholesale service. Where a line has been cabinetised on the DSL network it is possible for a BSP to provision a service from equipment from the exchange instead of via the cabinet, whether it is wholesaled or with their own equipment housed at the cabinet. Where a BSP has a general systematic policy of provisioning a cabinetised line using their own equipment from the exchange instead of from the cabinet there is a risk that a Customer may receive a lower sync speed than if they had been served from the cabinet due to factors including the longer line length and mid span interference. Where a BSP has a policy to provision new Customers from their exchange based equipment where the line has been cabinetised (even where this only applies to a particular class of new customer meaning those in a particular sub-national geography or on a specific plan) they must give the Customer an opportunity to inquire if this is the case. BSPs that use this option, must state under the Access Type section in the Offer Summary: *“DSL connections can be set up in different ways, which may impact on performance. You can ask us whether your connection will be provided from your local cabinet or from your exchange, and what impact this will have on your service speed. For more information see [link*]”* *link to factors that affect broadband speed page.

7.1.3 Other Information:

- h. **Minimum Contract Period** – the minimum contract period/s, that apply to the Broadband Plan.
 - i. **Early Termination Fees** – the Customer’s cost to terminate the contract before the minimum contract period finishes.
 - j. **Notice period** – length of notice the Customer must provide outside of the minimum contract period.
 - k. **Traffic Management Policy** - circumstances in which traffic management may apply and the effect this may have on Customers. Suggested wording: “A traffic management policy is in place which may influence your broadband performance at busy times. See [insert web link] for more details.” and provide a link to where the Customer can find a more detailed description of the traffic management policy.
 - l. **Fair Use Policy** - a link to where the Party’s Fair Use Policy can be viewed; or if no Fair Use Policy applies to the Broadband Plan, a statement to this effect.
 - m. **Effects on other services** - refer to clause 11.3 for additional information you may need to disclose.
 - n. **Other Charges** – state that additional charges may apply (e.g. non-standard installations, additional in-home technician work performed at time of connection etc.); and provide a link to where the Consumer can find this information.
 - o. **Disputes** – state whether or not the Party is a member of the Telecommunication Dispute Resolution (TDR) Scheme, using the phrase: “Party name *is/is not* a member of the Telecommunication Dispute Resolution Scheme” and a link to the TDR website (www.tdr.org.nz). Parties may also include reference to their own internal customer complaints process.
 - p. **Other Information** - Anything else relevant to the Customer’s purchase of the service.
- 7.2 If the price, or other items in the Offer Summary change after the contract or fixed term period ends, then the Offer Summary must disclose this.
- 7.3 Pricing in the Offer Summary must be the standard charges and shown inclusive of GST.
- 7.4 A disclaimer should be included noting that the Offer Summary is a summary and that the Consumer should read the Party’s full terms and conditions, and provide a link to where this information can be found.

8. Style, format and availability

- 8.1 The Offer Summary must be:
- 8.1.1 Written in Consumer friendly language;
 - 8.1.2 In a format that allows it to be printed;
 - 8.1.3 Easily accessible on the Party's website;
 - 8.1.4 Brought to the Consumer's attention on the BSP's Broadband Plan web page;
 - 8.1.5 Available in paper format on request by a Consumer;
 - 8.1.6 Updated whenever the Broadband Plan changes (excluding limited time special promotions as per clause 6.2); and
 - 8.1.7 Brought to the Consumer's attention before the sign-up process for the Broadband Plan across all sales channels. Specifically, the Offer Summary must be brought to the Consumer's attention in the various sales channels as follows:
 - a. **Door to Door and In-Store** - The Consumer must be informed that the Offer Summary is available on the website and it must be available for the Consumer to view.
 - b. **Inbound and Outbound Calls** - The Consumer must be informed that the Offer Summary is available on the website.
 - c. **Website/Online** - A link to the Offer Summary should be presented to the Consumer as part of the sign up process.
- 8.2 A single Offer Summary document can cover multiple Broadband Plans provided that the:
- 8.2.1 Access Type is the same;
 - 8.2.2 The Broadband Performance Information to be shown on the Offer Summary is the same, or where the Broadband Performance Information is not yet available, is likely to be the same; and
 - 8.2.3 Information can be presented in a way which allows Consumers to understand and compare different Broadband Plans.

D. OTHER INFORMATION DISCLOSURE REQUIREMENTS

9. Information about Broadband Plan performance

- 9.1 The requirements in this clause 9 are not applicable until such time as the BTM is operational; and only apply to the broadband internet service. The requirements do not apply to services that may be delivered over that broadband connection (e.g. TV, VoIP).
- 9.2 For each Broadband Plan, Parties must provide Consumers with information in the Offer Summary about that Broadband Plan's measured performance ("Broadband Performance Information") using the format, headings, terminology and descriptions required in the BTM:
- 9.3 The BTM defines the requirements for which Broadband Plans are required to be tested.
- 9.4 Broadband Performance Information in the Offer Summary must be accompanied by:
- 9.4.1 A link to the external reporting information described in clause 14.1;
 - 9.4.2 The date at which the performance measurement was reported; and
 - 9.4.3 A description of the source and a qualifier which states that "Figures shown are an average as measured by the Independent Test Provider. The performance you receive could be different."
- 9.5 The Broadband Performance Information shown in the Offer Summary must not be more than six months old.

- 9.6 If no Broadband Performance Information is available (e.g. for new or plans which are not required to be tested), then the Offer Summary must instead state: “*Broadband Performance Information for this Broadband Plan is not currently available.*”
- 9.7 The data to be included in the Broadband Performance section of the Offer Summary is defined in the BTM requirements document.

10. Information about price

- 10.1 Parties must ensure that the pricing information below is accessible to Consumers as well as all the price elements listed in clause 7.1 (where applicable):

10.1.1 Service Charges:

- a. Pro-rating.
Any pricing variation e.g. where the recurring charge is different for different geographic locations etc.
- b. Per use variations e.g. for peak/off peak times (timing) or regional.
- c. Traffic which is excluded from use charges and/or does not count towards data allowances.
- d. Data banking (carrying over) e.g. where unused data can be rolled over, whether the rollover can be cumulative or finite and any conditions of use.
- e. Promotional pricing e.g. where Customers are offered a discount or bonus for a period.
- f. Price adjustments and how these will flow through to Customers e.g. Wholesale costs, consumer price index/indexing, taxation.

10.1.2 Set Up Charges:

- a. Home Installation and wiring services e.g. Options and prices for home point to point wiring installation, CPE/Wi-Fi set ups etc. and installation costs e.g. self-install vs. technician and any exceptions (e.g. non-standard installations).
- b. Customer premises equipment price.

10.1.3 Contract Information:

- a. Minimum contract period and associated requirements.
- b. Notice period outside minimum contract period.
- c. Whether the Broadband Plan is part of a bundle only or available standalone.

10.1.4 Other Charges:

- a. Broadband Plan change charges e.g. penalty charges involved with changing between different Broadband Plans.
- b. Pre-Installation cancellation charges.
- c. Customer moves e.g. moving installed equipment, address etc.
- d. Other Broadband Service Provider switching charges e.g. device unlocking.

11. Other information for Consumers

- 11.1 This section sets out other information Parties must make available to Consumers either on their website or via links to third party information.
- 11.2 **Issues that may impact broadband speed:** Information about issues outside the BSP’s control which may impact the Customer’s broadband performance, such as:

11.2.1 Within the Customer's premises:

- a. Home wiring;
- b. Home Wi-Fi (including in premise location, external radio interference, building materials and wireless technology);
- c. End user equipment and devices;
- d. Other users on your home network;

11.2.2 Within the access network:

- a. For copper DSL this includes:
 - i. Distance from the telecommunications exchange;
 - ii. Interference and quality of the copper access network;
 - iii. External elements such as electric fences, fairy lights etc;

11.2.3 Internet performance outside the control of the BSP:

- a. Performance of the equipment (e.g. server) at the remote destination;
- b. Performance of intermediate networks to the remote destination; and
- c. Latency effects of physical distance to remote destination (sometimes called the 'TCP windowing effect').

11.3 **Other factors that may impact the broadband service and/or other services which rely on the fixed line connection:**

11.3.1 Information about the possible effect the Broadband Plan may have on services which rely on a fixed line connection to function. E.g. Operation of voice services, medical alarms, monitored security alarms, payTV on demand services; and

11.3.2 If a voice service is provided as part of the Broadband Plan, and where that voice service relies on the underlying broadband service to function, Consumers must be informed that the voice service will not be available in the event of a broadband service interruption. Consumers must also be informed that the voice service will not be available during a power outage unless the Consumer has a battery back-up service in their home. This includes an explicit statement that they will not be able to make calls to emergency services in the event that the voice service is not available.

11.4 **Data Use and Service Changes:** Parties must also continue to disclose information to Customers relating to the Customer's:

11.4.1 Data use; and

11.4.2 Any material changes to the broadband service.

12. Disclosure of Broadband Speeds in Advertising

12.1 **Before the BTM is operational,** the BSP may use either the Access Type (as a proxy for a speed measurement) or a non-BTM representation of broadband speed, with the additional information as follows:

12.1.1 Access Type - If the advertising includes a numerical representation of Access Type the BSP must include the statement: *"Speeds are theoretical maximum and actual speeds will be affected by various factors."*

12.1.2 Non-BTM representation of broadband speed - If the advertising includes a non-BTM representation of broadband speed for the Broadband Plan, the BSP must be able to substantiate this claim if required to do so.

12.1.3 Shortened versions of the information in this section can be used in TV, radio and digital advertisements where it is not appropriate to use the long statements.

- 12.2 **Once the BTM is operational**, if a BSP makes a numerical representation of broadband speed or Access Type in their advertising they must qualify the speed claims as follows:
- 12.2.1 The BSP must prominently use the Headline Speed, as identified in the BTM for that Broadband Plan, including the phrase *“The [Headline Speed] for customers on this plan is [x]”*.
 - 12.2.2 If the Broadband Plan does not yet have testing information available as per the BTM, the BSP may use either the Access Type (as a proxy for a speed measurement) or a non-BTM representation of broadband speed, with the additional information as follows:
 - a) **Access Type** - If the advertising includes a numerical representation of Access Type the BSP must include the statement *“TCF approved Broadband Performance Information not available. Speeds are theoretical maximum and actual speeds will be affected by various factors.”*
 - b) **Non-BTM representation of broadband speed** - If the advertising includes a non BTM representation of broadband speed for the Broadband Plan, the BSP must include the statement: *“TCF approved Broadband Performance Information not available”*, and prominently reference the non-BTM testing which substantiates this claim.
- 12.3 For the avoidance of doubt, where a Party references a number in the name of their product e.g. Plan 100, this number is not considered a representation of speed and is therefore not subject to clauses 12.1 and 12.2.

E. BROADBAND TESTING METHODOLOGY

13. Overview

- 13.1 The Broadband Testing Methodology will define:
- 13.1.1 The methodology and criteria that will be used to measure and report on BSP’s Broadband Plan performance.
 - 13.1.2 The Broadband Performance Information to be included in the Offer Summary and as set out in Section D of the Code.
 - 13.1.3 The Headline Speed to be included in advertising as set out in clause 12.1 of the Code.
- 13.2 Once the BTM is approved by the TCF, Parties must ensure that Broadband Plans which meet the criteria for the BTM are available to be measured by the Independent Test Provider.
- 13.3 The following guiding principles apply to the methodology for measuring and reporting on broadband performance:
- 13.3.1 The methodology will be indicative of the New Zealand end-user’s internet experience measuring end points diverse enough to represent the experience of New Zealand internet users.
 - 13.3.2 The methodology will ensure comparability between different BSPs, eliminating to the extent possible non-comparable performance factors.
 - 13.3.3 The sample population for each Broadband performance metric is of sufficient size to provide a realistic interpretation of the ISP’s average performance.
 - 13.3.4 The testing methodology is sufficiently frequent to capture an BSP’s performance for an average period.
 - 13.3.5 Implementation of the testing methodology must account for peak and off-peak periods including: peak and off-peak times, including impacting events such as public holidays, service outages and end-point server problems etc.
 - 13.3.6 Testing will be geographically dispersed accounting for the provider’s Customer base.
 - 13.3.7 To ensure transparency, the methodology will be made publicly available.

14. Broadband Test Results for Consumers

- 14.1 In addition to measuring and reporting Broadband Performance Information, the Independent Test Provider will provide a Consumer focussed website containing factual information about the measured performance.

F. CODE COMPLIANCE & ADMINISTRATION

15. Compliance with the Law and Other Codes

- 15.1 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.
- 15.2 In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.
- 15.3 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.

16. Compliance with this Code

- 16.1 This Code will come into force three (3) months from the date the Code is endorsed by the TCF unless the Code is endorsed before 1st January 2014, in which case the Code will take effect on 1st March 2014.
- 16.2 The requirement to comply with the BTM (which forms part of the Code) will apply three (3) months from the date the BTM has become operational.
- 16.3 The TCF Code Compliance Framework (CCF) applies to the ongoing monitoring and compliance management of this Code. By becoming a Party to this Code, Parties agree to comply with and are bound by the terms of the CCF in relation to the performance of their obligations under this Code. Defined terms in this section refer to CCF Defined Terms.
- 16.4 In accordance with section H of the Code Compliance Framework, any Party that becomes a signatory to this Code after it has come into effect must self-certify that they are compliant with the Code's requirement within three months of the date they become a Code Signatory.
- 16.5 For the purposes of the self-certification requirements under the CCF, the Parties are required to certify they comply with clauses 7, 8 and 9 of this Code.
- 16.6 Proof of compliance for clause 9 of this Code is to be sourced from the Independent Test Provider once the BTM is operational.
- 16.7 Without limiting each Party's obligations, Parties to this Code must keep information they deem necessary to show their compliance with this Code, should it be required.
- 16.8 Complaints relating to the content of advertising shall be directed to an appropriate body and will not be dealt with under the TCF CCF.

17. Code Administration

- 17.1 The TCF will review this Code and seek feedback to determine whether any amendments are required, 12 months after it first comes into effect, and thereafter on a two-yearly basis.
- 17.2 This Code will be amended in accordance with the TCF's Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF via www.tcf.org.nz/contact.
- 17.3 Any enquiries or advice in relation to this Code can be made at www.tcf.org.nz/contact.

APPENDIX A:

OFFER SUMMARY TEMPLATE

The below template is to be used in accordance with Section C of this Code.

OFFER SUMMARY for <i>BSP + Plan/Package Name</i>		
Service Overview		
Service Description	<i>Brief summary of what this Broadband Plan includes.</i>	
Availability	<i>Include limitations on availability such as geographic or technology related coverage.</i>	
Service Charge	Charge	Monthly data allowance
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>You may write any special conditions relating to pricing here, rather than in the Other Information section below. E.g. any variation based on region, date pricing effective from.</i>	
Additional Data Charges	<i>XXGB and XXGB plans</i>	<i>\$X.00 per GB (price once data allocation reached)</i>
	<i>XXGB and XXGB plans</i>	<i>\$X0.0 per GB (price once data allocation reached)</i>
	<i>Information about the data allowance billing cycle and the costs and/or implications for the customer if they exceed the monthly data allowance.</i>	
Set Up Charge	<i>Summary of any set up charges that apply. Also reference 'Other Charges' if applicable.</i>	
Broadband Performance		
<i>This section includes the agreed Broadband Performance Information as specified in the Broadband Test Methodology that Consumers can use to compare Broadband Plans. The Consumer can get further information by following the link to the test measurement webpage.</i>		
The information provided below is measured and reported by [Independent Test Provider name], an independent provider of broadband measuring and reporting services.		
Broadband performance can be affected by many factors and the broadband speeds you experience could be different. For more information about this visit [insert link]		
[Insert Metrics here from Broadband Testing Methodology]		
Access Type	<i>e.g. As per clause 7.1.2</i>	
	For more information about the different access types visit [insert link]	
	[For DSL access technology: For an estimate of the DSL speed at your premise visit [insert link]	
Other Information		
Minimum Contract Period	<i>State the minimum contract term/s that applies.</i>	
Early Termination Fee	<i>State the cost/formula associated with early termination of the contract.</i>	

Notice period	<i>State the notice period the Customer is required to comply with.</i>
Other Requirements	<i>State any other requirements associated with the plan. For example, whether the Broadband Plan requires Customers to also have other services such as landline and tolls with the BSP and other (full) terms and conditions that apply. .</i>
Traffic Management	<i>Provide a brief statement about your traffic management policy. E.g. We have a traffic management policy in place which may influence your broadband performance at busy times. See [insert link].for more details</i>
Fair Use	<i>Provide a link to your Fair Use Policy.</i>
Effects on other services	<p><i>Provide information about the possible effect the Broadband Plan may have on services which rely on a fixed line connection to function. E.g. Operation of voice services, medical alarms, monitored security alarms, payTV on demand services;</i></p> <p><i>If a voice service is provided as part of the Broadband Plan, and where that voice service relies on the underlying broadband service to function, advise that the voice service will not be available in the event of a broadband service interruption. Advise that the voice service will not be available during a power outage unless the Consumer has a battery back-up service in their home. Include an explicit statement that they will not be able to make calls to emergency services in the event that the voice service is not available.</i></p>
Other charges	<i>e.g. Additional charges may apply for items such as non-standard installations, additional in-home technician work performed at time of connection etc. For more information visit [insert link]</i>
Disputes	<i>Statement about the status of your Telecommunication Dispute Resolution scheme membership. i.e. BSP name is/is not a member of the Telecommunication Dispute Resolution scheme www.tdr.org.nz.</i>

State that prices quoted are inclusive of GST.

Advise that this document is a summary only and where full legal terms and conditions for the Broadband Plan can be found.

OFFER SUMMARY TEMPLATE (EXAMPLE POPULATED)

LOGO Exemplenet's Residential Home Broadband Packages OFFER SUMMARY		
SERVICE OVERVIEW		
Service Description	Broadband rental, Home Phone line and unlimited local calls. Free premium services: Yahoo! Email and McAfee security suite.	
Availability	Broadband not available everywhere. See coverage map for details [link]	
Service Charge	Charge	Monthly data allowance
	\$70* per month	15GB
	\$80* per month	50GB
	\$90* per month	150GB
	\$110* per month	500GB
	* Prices stated are for most of Auckland, Wellington and Christchurch suburbs. Outside of these areas, add \$8 per month. Prices are current as at [date] and are subject to change. To see current pricing please see our home broadband packages [link] .	
Additional Data Charges	15GB and 50GB plans	\$1.20 per GB once you have [used or reached?] your allocated data allowance
	150GB and 500GB plans	\$0.70 per GB once you have [used or reached?] your allocated data allowance
	If you prefer, you can choose to limit your speed once you reach your monthly allowance and you'll never pay any extra for data.	
Set Up Charge	Open term contract	Standard Broadband connection fee of \$99 applies and you will have to provide your own modem.
	12 month contract	Free wireless modem and a free standard connection.
	See 'Other Charges' for additional setup charges which may apply	

BROADBAND PERFORMANCE INFORMATION	
	<p>The average performance over 24 hours as measured by [Independent Test Provider name] and reported on [date]</p> <p>[Insert measurements as per the Broadband Testing Methodology.e.g.]</p> <p>Speeds shown are average measured across existing customers by [Independent Test Provider name]. The speed you receive could be different. For more information visit [Link to Independent Test Provider Consumer website]</p> <p>Broadband speeds can be affected by many factors. For more information about this visit [insert link]</p>
Access type	ADSL For more information about the different access types visit www.tcf.org.nz/broadband

	For an estimate of the DSL speed on your line visit [insert link]
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OTHER INFORMATION	
Minimum Contract Period	You can choose from either: <ul style="list-style-type: none"> • Open term; or • 12 month term
Early Termination Fee	If your service is disconnected prior the completion of the minimum contract period, you will be charged an early termination fee of up to \$190. More details here: [link]
Notice period	One month's minimum payment applies to our Home packages and calling plans
Other Requirements	Our Home Packages require you to have all your broadband, landline and toll calling with Exampnet. Exampnet Home Package, Broadband and Residential terms and conditions apply.
Traffic Management	<i>We have a traffic management policy in place which may influence your broadband performance at busy times. See [insert link] for more details</i> [link]
Fair Use	Read our broadband plan Fair Use policy here: [link]
Effects on other services	<p>Effects on other services</p> <p>Your broadband service requires mains power to operate. If power is not available (e.g. during a local power outage) the broadband, and any services which run over it, may stop working unless you have battery backup in your home.</p> <p>Your Exampnet VoIP voice service will stop working if there is a problem with your broadband service. This would prevent you from using it to make calls to emergency services.</p> <p>You should check with the provider of existing services such as fax, security alarms, medical alarms, EFTPOS, payTV connections to make sure they will operate with this service.</p>
Other charges	<p>A broadband wiring charge of \$199 may apply if, for example, you have an alarm or more than five phone jack-points in use.</p> <p>Additional charges may apply for items such as non-standard installations, additional in-home technician work performed at time of connection etc. For more information visit [link]</p>
Disputes	<p>Information about our customer complaints process is available here: [link].</p> <p>Exampnet is not currently a member of the Telecommunication Dispute Resolution scheme - www.tdr.org.nz.</p>

All prices quoted are inclusive of GST.

This is a summary only. The full legal terms and conditions for this plan are available at [\[link\]](#)