



New Zealand Telecommunications Forum

Non-Regulated Customer Transfer Code for Fibre Services ("Fibre Customer Transfer Code")

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A. PURPOSE

The purpose of this Code is to outline the transfer process and supporting behaviour that Retail Service Providers (RSPs) and Local Fibre Companies (LFCs) must adhere to when facilitating a Transfer of an End Customers fibre Telecommunications Services in New Zealand.

B. DEFINED TERMS

In this Code, unless defined otherwise:

Access Network Provider (ANP)	means the Party to whose network an access line is directly connected and over which services are supplied. Note that an ANP in this Code is also a Local Fibre Company (LFC).
Access Service Wholesaler (ASW)	means the Party who purchases access network services from the Access Network Provider.
Account Number	means the unique reference number used by a Service Provider for a given End Customer, which should appear on all invoices.
Bilateral Agreement	means an agreement between two Telecommunication Service providers in respect of Telecommunication Services.
Billing Relationship	means a relationship where the Service Provider has a bona fide contractual right to charge the End Customer for any chargeable activity relating to the provision of Telecommunications Services.
Business Day	means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays.
Business-to-Business (B2B)	Means the automated interaction between a Retail Service Provider and Local Fibre Company using the processes and touchpoints identified in the TCF UFB OSS BSS BIF and the attached Addendum.
Clause	refers to a clause in this Code.
Code	means this Non-regulated Customer Transfer Code for Fibre Services.
Communication	can be oral, in writing, and via electronic means.
Effective Date of the Transfer	means the point in time when an End Customer's Telecommunications Services are completely transferred to the Gaining RSP and the Gaining RSP is entitled to start billing the End Customer.
End Customer	means a Person who consumes Telecommunications Services from a Retail Service Provider and has a bona fide Billing Relationship with a Retail Service Provider in respect of a Telecommunications Service(s).
End Customer Account Name	means the name that is on the End Customer's bill.
End Customer Authorisation	means a valid authorisation for a Transfer by the End Customer or the End Customer's duly appointed agent that meets the requirements of section H of this Code.
Gaining Retail Service Provider	means the new Retail Service Provider to which the End Customer is moving to, or has already moved its Telecommunication Service to, or that the provision of their Telecommunications Service has moved to.
Invalid Transfer	occurs when there is a processing error (for example, the incorrect Customer is Transferred) or when the requirements for a valid End Customer Authorisation are not met refer to section P.

Local Fibre Company (LFC)	A Local Fibre Company and LFC are definitions within the terms of the Telecommunications Act 2001 for the companies through which the Governments UFB Initiative is being delivered. The LFCs referred to in this Code are Chorus Limited, Enable Networks Limited, Northpower Fibre Limited and Ultrafast Fibre Limited. The LFC is the party to whose network a fibre access line is directly connected and over which fibre services are supplied. Note that an LFC in this Code may also be referred to as an ANP.
LFC Place ID	refers to the address or premises information provided by the LFC.
Losing Retail Service Provider	means the losing Retail Service Provider from which the End Customer is moving from, or has already moved its Telecommunication Service from, and/or the Retail Service Provider from which the Telecommunications Service has moved from.
LMNP	means the Local and Mobile Number Portability Terms and Network Terms (LMNP) forming part of the Commerce Commissions Number Portability Determination.
New Zealand Telecommunications Forum Inc.	the New Zealand Telecommunications Forum Incorporated Society of New Zealand is also referred to as the TCF
Notification(s)	means a set of information contained in a message and exchanged between two parties in a form agreed by both parties (e.g. system transactions, email).
Optical Network Termination (ONT)	refers to a unit provided to terminate the optical fibre lead-in cable.
Party	means a Person bound by this Code or a Person signed up to this Code (and the term Parties shall have a corresponding meaning).
Person	means a legal person and includes a company and any other legal entity.
Product Instance ID	means the identifier of an actual in service product purchased by the Customer - the Product ID is the key link that identifies the service and for billing purposes. This may also be referred to as the Product Instance ID.
Regulated Telecommunications Services	refers to the specified services, described in the Telecommunications Act 2001 as at 3 August 2012.
Retail Service Provider (RSP)	means any organisation or person providing a Telecommunication Service to an End Customer and has the Billing Relationship with the End Customer for that service. The same organisation or person may be an Access Service Wholesaler and/or a RSP; or both a Virtual Wholesaler and/or a RSP.
RFS	means Ready for Service, being the date that the LFC has confirmed that the Transfer request will be completed.
Service Given	used as a state definition in the TCF UFB OSS/BSS Business Interaction Framework to indicate the Supplier believes that the service relating to the order item has been provided.
Supply Chain	means the individual Retail Service Provider's Telecommunications Services that when configured together, provide an end to end Telecommunication Service to an End Customer.
Telecommunications Act (the Act)	means the Telecommunications Act 2001 as amended from time to time.
Telecommunications Service(s)	means any goods, services, equipment, and facilities that enable or facilitate Telecommunication, where Telecommunication is the conveyance by

	electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not; but excluding any conveyance that constitutes broadcasting.
Transfer	for the purposes of this Code only means the transfer of all or part of an End Customer's fibre Telecommunications Service(s) from one Retail Service Provider (Losing RSP) to another Retail Service Provider (Gaining RSP) as authorised by the End Customer.
Transfer Request	means a request from a Gaining Retail Service Provider to Transfer an End Customer's fibre Telecommunications Service(s), submitted in accordance with the Code.
UFB OSS BSS Business Interaction Framework (BIF)	This document specifies the business interaction framework and the specific interactions between the LFC and a RSP when delivering fibre services in New Zealand. The requirements describe business level functions that are technology independent, focusing on business needs and outcomes.
UFB Reference Offer	means, in relation to an LFC and for a particular Telecommunications Service, that LFC's Standard Offer for such Telecommunication Service.
Validation Request	means a communication from the Gaining RSP to the Losing RSP to validate an End Customer Authorisation for the transfer of their services.
Virtual Wholesaler (VW)	means a party who purchases services from an Access Service Provider (ASP) (or another Virtual Wholesaler) for the purposes of selling to a RSP (or another VW).

C. INTRODUCTION

1. This Code, in conjunction with the TCF UFB OSS BSS Business Interaction Framework (BIF), governs the Transfer of an End Customer's fibre access service(s) to ensure a seamless experience for all Parties involved in the Transfer process. It sets out practices that a RSP must comply with whenever an End Customer request involves the Transfer of their fibre service, and the role the LFC will play in facilitating the process between the Gaining and the Losing RSPs. The BIF details the underlying business interactions between the LFC and the RSPs to complete the Transfer by enabling the Transfer messages to be passed between the Gaining and the Losing RSP.
2. This Code also sets out minimum behaviours to which Parties are committed to exercise. All Parties must act cooperatively and in good faith whenever an End Customer requests a Transfer and are encouraged and recommended to take additional steps to further enhance the Transfer process. To provide an improved End Customer experience, in accordance with their own internal processes and agreed optimisations between signatories.

D. OBJECTIVE

3. This Code's high-level objective is to provide a seamless transition of an End Customer's fibre access service(s) between RSPs, where proper informed consent has been granted by the End Customer, so that the End Customer continues to receive high quality, coordinated, and uninterrupted service. This objective will be achieved by:
 - 3.1 Outlining the necessary End Customer Authorisation and consent procedures to ensure an End Customer's fibre Telecommunications Service(s) are only transferred when the End Customer has requested the Transfer to be complete and within the timeframes specified in this Code;
 - 3.2 Encouraging appropriate RSP etiquette including but not limited to RSPs not using the transfer process to obtain information relating to services provided to any other RSP's customers for the purposes of targeted marketing;
 - 3.3 Provide a process that will enable the majority of End Customers to be actively using their fibre Telecommunications Services within 1 Business Day of the Transfer process commencing (the day of the Ready For Service (RFS) date), including supporting processes such as number portability (LMNP);
 - 3.4 Facilitating a billing changeover of only those services that have been requested to be Transferred;
 - 3.5 Allow the End Customer to give their informed consent for any Transfers;
 - 3.6 Ensuring continuous service from the Losing RSP until the Transfer is completed;
 - 3.7 Adhering to processes that ensure an efficient Transfer, as well as the correction of any problems that occur as a result of the Transfer;
 - 3.8 Adopting competitively neutral and non-discriminatory practices that provide consistent treatment for End Customers;
 - 3.9 Complying with the agreed process set out in the UFB OSS BSS Business Interaction Framework – Transfer Addendum document and the UFB Reference Offers; and
 - 3.10 Complying with all relevant legislation including the Privacy Act and the Telecommunications Information Privacy Code 2003.

E. SCOPE

4. In Scope

- 4.1 The Code applies to those Transfers where an End Customer is moving between RSPs on a UFB fibre-optic network.
- 4.2 In particular the scope of this Code covers a Transfer when:

- 4.2.1 The Transfer occurs at the same address;
- 4.2.2 The Access Network Provider (ANP) or Local Fibre Company (LFC) remains the same; and
- 4.2.3 The RSP is changing.

5. Exclusions from Scope

- 5.1 This Code does not apply to the Transfer of regulated Telecommunications Services, which are governed by the Regulated Customer Transfer Code.
- 5.2 This Code does not apply to the Transfer of Telecommunications Services from one cellular network to another cellular network.
- 5.3 This Code does not apply to internal Transfer of Telecommunications Services, i.e. the RSP initiated migration of customers from one access technology to another.
- 5.4 This Code does not apply to the scenario where a Gaining RSP initiates a Transfer Request within its own Supply Chain. If an RSP initiates a Transfer Request within its own Supply Chain (dependent on how the End Customer's Supply Chain is structured), the necessary information to process the Transfer Request, is covered in their Bilateral Agreements.
- 5.5 This Code does not apply to the migration of services by an LFC.
- 5.6 This Code does not cover primary to secondary fibre Transfers.
- 5.7 This Code does not cover the Transfer of fibre services between LFCs.

6. Relationship with Number Portability

- 6.1 While this Code does not cover the porting of local, mobile or toll-free numbers, as the porting of local and mobile numbers are covered by the Local and Mobile Number Portability Terms and Network Terms (LMNP) forming part of the Commerce Commissions Number Portability Determination, the porting of local numbers is an essential component of moving customers between RSPs.
- 6.2 The Transfer process references the number porting processes in terms of a related workflow that needs to be completed to enable a Transfer to have been successful.
- 6.3 To the fullest extent possible this Code aims to be consistent with these LMNP Terms. Toll free numbers are covered by the Toll Free Database Access Agreement. Nothing in this Code exempts any Party from obligations contained in the LMNP and Network Terms or the Toll Free Access Database Agreement.

7. Relationship with TCF UFB OSS BSS Business Interaction Framework

- 7.1 This Code references particular processes and notifications which must occur between the Gaining and Losing RSP via the LFC. The detail of these processes and notifications which occur via a B2B or portal platforms are described in the TCF Fibre Customer Transfer Addendum document to the BIF.
- 7.2 The Code sits across the Addendum to describe the behaviour and activity that the RSPs must comply with when carrying out an End Customer Transfer, whilst the Addendum is describing the mechanics of that Transfer process from a systems architecture point of view.
- 7.3 Once the fibre Transfer solution described in the Addendum comes into effect in each LFC network, RSPs will need to adopt the process internally as soon as possible. In the interim the transfer of fibre services should be in accordance with section F of this Code and via existing Bilateral Arrangements.

8. Relationship with UFB Wholesale Services Agreements

- 8.1 The LFC UFB Wholesale Services Agreements Operations Manual states that End Customer Transfers will be conducted in accordance with the TCF Customer Transfer Code. Therefore it is understood that any RSP who has signed a UFB Wholesale Services Agreement and is required to carry out a Transfer of an End Customer's fibre service they must adhere to the process outlined in this Code.

F. COMPLIANCE TO THIS CODE

9. The Code is applicable to any party under the definition of an RSP selling UFB services.
10. All RSPs and LFCs must comply with any relevant legislation or Commerce Commission determinations.
11. In the event of any inconsistency between this Code, any relevant legislation, any Bilateral Agreement and any Commerce Commission determinations, this inconsistency will be resolved in the following (descending) order of precedence:
 - 11.1 Any enforceable undertakings given to the government under the Telecommunications Act;
 - 11.2 Commerce Commission Determinations;
 - 11.3 Any provision in a Bilateral Agreement relating to this Code that improves on the provisions in this Code for End Customers; and
 - 11.4 This Customer Transfer Code.
12. The TCF Code Compliance Framework (CCF) applies to the ongoing monitoring and compliance of this Code. By becoming a Party, each Party agrees to comply with and are bound by the terms of the CCF in relation to the performance of their obligations under this Code.
13. For the purposes of the self certification requirements under the CCF, the key metrics of this Code a Party is required to self certify with to ensure they comply with are set out in Section S and come into effect 12 months after it is approved by the TCF Board.

G. PRIVACY AND USE OF INFORMATION

14. The objective of this section is to provide clear guidelines on how End Customer information is accessed and used.
15. Information relating to an End Customer Transfer must be kept confidential at all times by Parties except as set out in this clause G or as required by law.
16. Information provided as part of the Transfer process can only be used or disclosed for the purpose of an End Customer Transfer, in association with the delivery of Telecommunications Services, and for End Customer and network fault management and complaint handling. Information provided in the Transfer process must not be used for any other purpose (including win-back and marketing purposes).
17. Any RSP or LFC that receives any type of information relating to the Transfer of an End Customer, may only use or disclose such information in accordance with Privacy Act 1993, the Telecommunications Information Privacy Code 2003, and any Bilateral Agreement in place between the RSP and LFC..
18. Notwithstanding clause 9 of this Code, if there is any inconsistency between this Code, the Privacy Act 1993, (the **Privacy Act**) and the Telecommunications Information Privacy Code 2003 (the **TIP Code**), and any RSP-End User privacy policy (the **RSP Policy**), the order of prevalence shall be, the Privacy Act, the RSP Policy, the TIP Code and this Code.

H. END CUSTOMER AUTHORISATION

19. The objective of this section is to, through a robust End Customer Authorisation process; provide a level of protection to End Customers against the unauthorised Transfer of Telecommunication Services.

20. General Conduct

- 20.1 A RSP must ensure that its representatives:
 - 20.1.1 present the RSP's fibre Telecommunications Service in a clear, truthful and honest manner without exaggeration;
 - 20.1.2 maintain strict confidentiality;
 - 20.1.3 obtain true informed consent for a Transfer; and

- 20.1.4 are compliant with all aspects of the Code.
- 20.2 A RSP must ensure that its representatives do not:
 - 20.2.1 harass or coerce an End Customer;
 - 20.2.2 engage in unconscionable conduct;
 - 20.2.3 mislead or misrepresent the RSPs affiliation with any other suppliers;
 - 20.2.4 abuse the trust of vulnerable End Customer; or
 - 20.2.5 mislead End Customers in any form or manner.

21. Obtaining End Customer Authorisation

- 21.1 The Gaining RSP bears sole responsibility for ensuring that prior to commencing a Transfer it has a valid and complete End Customer Authorisation.
- 21.2 An End Customer Authorisation must contain, at a minimum, the following:
 - 21.2.1 The End Customer's details, including name or business name, and contact name and the phone number of an authorised representative, where applicable;
 - 21.2.2 The fibre Telecommunications Service(s) to be transferred;
 - 21.2.3 Acknowledgement from the person communicating that they are either the End Customer or the authorised representative and so entitled to request a Transfer in respect of the Telecommunication Services referred to in the End Customer Authorisation;
 - 21.2.4 The End Customer's agreement to the Transfer to the Gaining RSP;
 - 21.2.5 The date of the End Customer Authorisation; and
 - 21.2.6 Confirmation from the End Customer that the information provided by the End Customer to the Gaining RSP is true and correct.

22. Informed End Customer Authorisation

- 22.1 In the process of obtaining the End Customer Authorisation, a Gaining RSP must inform the End Customer:
 - 22.1.1 That the End Customer is Transferring a Fibre Telecommunications Service(s) from their Losing RSP to the Gaining RSP;
 - 22.1.2 That the End Customer might continue to have outstanding obligations to the Losing RSP and it is the End Customer's responsibility to check the terms and conditions of its existing contracts relating to the services being Transferred;
 - 22.1.3 That the End Customer must contact the Losing RSP to confirm their intent to terminate their billing relationship with the Losing RSP, and to trigger any notice periods that are likely to be relevant under their existing contracts;
 - 22.1.4 Any terms and conditions, contractual obligations and the costs associated with the Transfer, and where the End Customer may find the full terms and conditions;
 - 22.1.5 That by Transferring the End Customer's fibre Telecommunications Services:
 - a) This will result in finalisation of the End Customer's account for that service(s); and
 - b) There may be products, features and additional services that might not be able to be supported by the Gaining RSP (if applicable).
- 22.2 In the process of obtaining End Customer Authorisation, a Gaining RSP must not inform the End Customer that:
 - 22.2.1 The Gaining RSP will cancel the End Customer's account and billing with the Losing RSP; and/or,

22.2.2 The End Customer does not have to do anything.

23. End Customer Authorisation validity period

- 23.1 Unless agreed otherwise with an End Customer, to be valid, an End Customer Authorisation is effective for ninety (90) days of the date of the End Customer Authorisation.
- 23.2 A Losing RSP or End Customer may request a copy of the End Customer Authorisation, provided such request is made within twelve (12) months of the completion of the Transfer. The Gaining RSP must provide a copy of the relevant End Customer Authorisation to the requestor within five (5) Business Days, for the purpose of resolving an End Customer complaint.
- 23.3 The Gaining RSP must retain all End Customer Authorisations for a period that allows them to meet their obligations noted in clause 23.2.

I. GUIDELINES FOR APPROPRIATE END CUSTOMER CONTACT

24. The objective of this section is to describe RSP etiquette and best practice when contacting an End Customer.

25. Contact with the End Customer

- 25.1 No Party will undertake telemarketing, direct mail marketing, face to face marketing or other marketing activities specifically targeted at the relevant End Customer where those activities are based on, and are in direct response to, the Losing RSP receiving an Authorisation Request or the LFC receiving a Transfer Request.
- 25.2 The RSP may contact the End Customer about any processing/technical issues but may not use this opportunity to attempt to win the End Customer back or refer the End Customer to any other personnel within their organisation that engages in retail sales activity.
- 25.3 The Losing RSP may contact the End Customer if the Losing RSP becomes aware that the functions of the End Customer's current Telecommunications Service(s), or those Telecommunications Service(s) that remain with the Losing RSP following the Transfer, will fail if a Transfer proceeds, and only then to inform the End Customer of the functional implications of the Transfer. Contact with the End Customer is not intended to be misused by RSPs where they attempt specifically to prevent or delay a Transfer.
- 25.4 The Losing RSP may also contact the End Customer to confirm any outstanding obligations that the End Customer has to the Losing RSP under the terms and conditions of their existing contracts with the Losing RSP for the provision of the Telecommunications Service(s) being transferred, and only then to inform the End Customer of the commercial implications of the Transfer.
- 25.5 For the avoidance of doubt, the Gaining RSP may contact the End Customer at any time.

26. End Customer Initiated contact

- 26.1 If the End Customer contacts the Gaining RSP or the Losing RSP, there are no restrictions on the communication that either RSP can have with the End Customer, except for items listed in clause 25. However, if the End Customer has a complaint, then the RSP must comply with the provisions of the TCF Customer Complaints Code.
- 26.2 If the End Customer contacts the LFC about the Transfer, then the LFC must refer the End Customer back to the Gaining RSP.

27. Conduct of Parties when interacting with an End Customer

- 27.1 All Parties and their representatives will act in a professional and courteous manner.
- 27.2 No Party may make any comment or statement about any other Party that would or may be likely to bring the other Party's reputation into disrepute, particularly where that Party does not know the complete facts to the situation (for instance when there has been an Invalid Transfer).

- 27.3 Parties must ensure that their representatives, if referring to another Party's Telecommunications Service(s):
 - 27.3.1 Do not mislead End Customers in any form or manner or engage in any conduct that is likely to mislead; and
 - 27.3.2 Refer only to comparisons that are relevant to the Transfer being made or attempted.
- 27.4 Parties must ensure that their representatives do not:
 - 27.4.1 Harass or coerce an End Customer; or
 - 27.4.2 Engage in unconscionable conduct.

J. COMMUNICATION

28. Communication between Retail Service Providers

- 28.1 If additional information is required beyond the information already supplied during the End Customer Authorisation process; the Gaining RSP can request assistance from the Losing RSP for any given Transfer.
- 28.2 Each RSP must have a published contact point as per the Transfer Notifications section (e.g. customer.transfer@serviceprovider.co.nz). A RSP Transfer contact register is published in a secure section on the TCF website, and it is the responsibility of RSPs to ensure their details are kept up-to-date. Where email is used, the email should have a standardised subject line commencing with "Assistance Required".
- 28.3 RSPs must respond within one (1) Business Day of the communication being received, either with the requested information or by initiation of collaborative working practice as appropriate.
- 28.4 If the RSP finds they are being asked to provide excessive assistance to a RSP, and have been unable to resolve the matter directly then they may use the Compliance procedures outlined in Section R.

29. Communication Between Retail Service Providers and Local Fibre Companies

- 29.1 Notifications sent via the LFC between the Gaining RSP and Losing RSP must be communicated within one (1) Business Day upon receipt of the relevant information.
- 29.2 If additional information is required beyond the information already supplied during the Transfer the appropriate escalation channels should be enforced.

K. PRE-TRANSFER PROCESS

- 30. The objective of this section is to outline standard processes between the LFC, the Losing RSP and the Gaining RSP when transferring a fibre Telecommunications Service(s):
 - 30.1 The Gaining RSP, when placing a Transfer Request with the LFC will need to know the LFC's Product ID of the product instance that the End Customer wishes to transfer from the Losing RSP so that the Gaining RSP can request a Transfer.
 - 30.2 The Gaining RSP can obtain the Product IDs from the LFC for each active product instance at the requested location and the primary or secondary offer designated per LFC product instance.
 - 30.3 To assist in identifying the correct product instance, the LFC will provide the Gaining RSP the corresponding ONT and ONT port number for each of the Product IDs requested.
 - 30.4 The LFC will inform the Gaining RSP that they will become the Primary or Secondary RSP if the Transfer Request is successful.
 - 30.5 The LFC will provide the Gaining RSP details of every in-flight service order that relates to each LFC Service that is to be transferred by its Product ID and the action requested by each order item i.e. new, modify and relinquish.

- 30.6 Where the LFC offer is within a public family the LFC will return the family as it is currently written in their UFB Reference Offers. However, where the Product ID provided is not an instance of one of the products covered by the UFB Reference Offer the product family name will be identified.

L. TRANSFER PROCESS

31. Transfer Requests

- 31.1 When sending the Create Order request, the Gaining RSP must specify to the LFC that it is a Transfer.
- 31.2 The Gaining RSP must provide to the LFC the following information as part of the Transfer Request:
- 31.2.1 LFC Product Instance ID - currently assigned to the Losing RSPs End Customer's service that is required to be replaced;
 - 31.2.2 LFC Place ID – the place where the transfer is related to;
 - 31.2.3 End Customer Account Number – the billing ID on which the Losing RSP currently bills on, as shown on the End Customers bill;
 - 31.2.4 End Customer Account Name – the name on which the Losing RSP currently bills on, as shown on the End Customers bill (optional);
 - 31.2.5 Product Offer ID – the Gaining Customer Product Offering ID that is being connected (and replacing the end user services);
 - 31.2.6 Product Offer Name - the Gaining Customer Product Offering Name that is being connected (and replacing the end user services); and
 - 31.2.7 Transfer RFS Date/Time – the date/time that the transfer is required to be implemented.
- 31.3 Upon receipt of a Transfer Request, the LFC will review the Transfer request and either rejects the Transfer Request or pass the Transfer Request onto the Losing RSP. The LFC may reject the Transfer Request at this point if:
- 31.3.1 The LFC Product ID is incorrect or not provided;
 - 31.3.2 The LFC Place ID is incorrect or does not match the location where the product instance exists;
 - 31.3.3 The LFC is unable to process the Transfer Request due to incomplete or inaccurate information or another valid reason.
- 31.4 If the LFC rejects the Transfer Request, it shall notify the Gaining RSP that it has been rejected and provide the reason for the rejection.
- 31.5 Once the LFC has validated the request and then accepted the Transfer Request, they will then advise the Gaining RSP and also pass the Transfer Request details to the Losing RSP via a create order notification, stating:
- 31.5.1 The LFC Product ID of each product instance that is to be relinquished as part of the Transfer;
 - 31.5.2 LFC Place ID;
 - 31.5.3 The full and correct Losing RSP End Customer Account Number that the Losing RSP is billing the End Customer on, the Losing RSP End Customer Account Name may also be provided;
 - 31.5.4 Expected RFS date / time that the Transfer is to be actioned; and
 - 31.5.5 The expiry date for the Losing RSP to warn for the LFC not to complete the Transfer Request (the Warning Expiry Deadline).
- 31.6 The Losing RSP receives the Transfer Request details and validates the details in the Transfer Request i.e. confirming that the LFC Product ID relates to a product on that specified End Customer's billing account.

- 31.7 The Losing RSP must validate the transfer details and either:
- 31.7.1 Provide no response to the Transfer Request by the Warning Expiry Deadline (a non-response is deemed to validate the Transfer Request of the Losing RSP acceptance of the Transfer notification); or
 - 31.7.2 Notify the Gaining RSP of their rejection of the Transfer Request via the LFC before the Warning Expiry Deadline with a valid warning stating at least one of the following grounds:
 - Incorrect End Customer account number; or
 - The specified product instance is pending disconnection; or
 - There is an open order relating to the specified product instance.
- 31.8 Losing RSP notifies the LFC with a warning:
- 31.8.1 The Losing RSP will not use the warning notification as a trigger to connect to the LFC directly in an attempt to stop the Transfer Request.
 - 31.8.2 The LFC passes the Losing RSP's warning response to the Gaining RSP as soon as possible after they receive it.
 - 31.8.3 The LFC shall place the Transfer request in the 'Held' status waiting for the 'Gaining Service Provider to Advise' on the course of action to take for the transfer request.
 - 31.8.4 The Gaining RSP will review the Losing RSPs warning and decide to amend, cancel or proceed with the Transfer Request or the Transfer will be cancelled.
- 31.9 Losing RSP non-response/ Transfer proceeds:
- 31.9.1 The LFC will confirm the RFS date per the LFC standard order process.
 - 31.9.2 The Gaining RSP performs any pre-provisioning activities necessary and waits for the LFC to action the Transfer Request and send a Service Given notification which includes the LFC Order ID of the Transfer.
 - 31.9.3 The Transfer Request is completed.
 - 31.9.4 The LFC notifies the Losing RSP the date and time of cease billing and included in this notification is the Product ID that pertains to the relinquishment.
 - 31.9.5 The LFC may notify the Losing RSP of any early termination charges.
- 31.10 Warning Notification resulting in Order Held
- 31.10.1 When a warning notification is received from the Losing RSP, the Transfer order shall be placed on Hold for a maximum of five (5) business days, this is referred to as the 'Warning Held Timer'.
 - 31.10.2 During the 'Warning Held Timer' interval the Gaining RSP has the following options:
 - Amend the Transfer Order – the only amendments that are allowed shall be the transfer Ready for Service Date/Time.
 - Cancel the Transfer Order – this will cancel the transfer order.
 - Notify LFC to Proceed with Transfer – this allows the Gaining LFC to evaluate the warning message and decide that the transfer request is valid / correct and to proceed with the transfer request.
 - Do nothing – this will result in the 'Warning Held Timer' to expire after which the transfer order shall be cancelled by the LFC and communicated to the Gaining RSP and Losing RSP.
 - 31.10.3 When the Gaining RSP notifies the LFC to Proceed with the Transfer, the LFC shall validate any appointments and reschedule if necessary and proceed with the transfer request.

31.10.4 When the Gaining RSP notifies the LFC to Proceed with the Transfer, the LFC shall validate any impact to the originally requested Transfer Read for Service Date/Time and will reschedule the Transfer RFS date if necessary.

31.10.5 The Gaining RSP is able to amend a transfer order for amending the Transfer RFS date, provided the amended transfer date is within 90 days from the current date and in alignment with the warning message.

32. Cancellation of a Transfer Request

32.1 The Gaining RSP can cancel a Transfer Request at any point before any Product IDs that are to be relinquished as part of the Transfer have been deactivated.

32.2 If the Gaining RSP cancels the Transfer Request then all relinquishment and new connect orders relating to that Transfer Request will be cancelled.

32.3 The Gaining RSP may follow up with the End Customer and submit another Transfer Request.

32.4 The LFC may apply any applicable charges to the Gaining RSP.

32.5 The day of RFS is deemed the point of no return when cancelling a Transfer Request. Accordingly, the Gaining RSP must submit the cancellation by 1pm by the Business Day prior to the RFS date that has been allocated to the Transfer Request. Any cancellations will be subject to any applicable charges under the UFB Reference Offers.

33. Storage of Notifications

33.1 All Parties must keep the Notifications sent and received during a Transfer Request for twelve (12) months in a readily retrievable manner.

34. Business Rules:

34.1 The LFC will not transfer a Product ID that is not specified in the Transfer Request.

34.2 The LFC will not identify to other RSPs the product offering or the identity of the RSP that corresponds to that Product ID.

34.3 The Warning Expiry Deadline, i.e. the time before which a Losing RSP can respond with a warning, will be one (1) Business Day from when the LFC notifies the Losing RSP of the Transfer Request details.

34.4 No response from the Losing RSP to the Transfer Request is deemed acceptance of the Transfer Request.

34.5 The expected RFS date cannot be sooner than the Warning Expiry Deadline.

M. RSP NOTIFICATIONS WITHIN THEIR OWN SERVICE PROVIDER SUPPLY CHAIN

35. Notifications sent between the LFC and the Gaining RSP must be communicated to any parties in the RSP's End Customer's Supply Chain by the Gaining RSP within one (1) Business Day upon receipt of relevant information.

36. Notifications sent between the LFC and the Losing RSP must be communicated and completed within one (1) Business Day upon receipt of relevant information. This must include communication within the Losing RSP's Supply Chain.

N. CUSTOMER BILLING

37. The objective of this section is to achieve a seamless billing changeover for the End Customer for their fibre Telecommunication Service being transferred.

38. The Gaining RSP should not commence billing the End Customer for the Transferred fibre Telecommunication Service until it receives the Notification with an Effective Date of Transfer from the LFC.

39. The Losing RSP should not stop billing the End Customer for the Transferred fibre Telecommunication Service until it receives the Notification with an Effective Date of Transfer from the Gaining RSP, unless the Losing RSP's contract with the End Customer deems otherwise.
40. It is the responsibility of each RSP to ensure that the appropriate billing obligations and process is adhered to within their own supply chain.

O. FAULT REPORTING AND RESOLUTION AT TIME OF TRANSFER

41. The objective of this section is to ensure that the resolution of End Customer faults around the time of Transfer is as smooth and efficient as possible.

- 41.1 RSPs must ensure that their fault personnel are aware of clause 42.

- 41.2 Each RSP must provide the TCF with contact details for appropriate personnel in relation to faults and faults escalation. The TCF shall maintain a contact list of these personnel on the TCF's website.

42. Fault resolution during a Transfer

- 42.1 During the period that the End Customer's service is being Transferred to the Gaining RSP:

- 42.1.1 The Losing RSP is responsible for coordinating any fault resolution in relation to the End Customer's Fibre Access until the Effective Date of the Transfer;

- 42.1.2 Both the Losing RSP and Gaining RSP need to deal with all faults reporting and resolution procedures in their End Customer contracts along with service level commitments;

- 42.1.3 After the Effective Date of the Transfer, then the Gaining RSP must log the fault and attempt to resolve it; and

- 42.1.4 If the End Customer contacts the Losing RSP before the Effective Date of the Transfer the Losing RSP must log the fault and attempt to resolve it; and keep the Gaining RSP informed as to the progress being made on this fault.

43. Fault resolution once a Transfer is complete

- 43.1 Once the Transfer is complete the Gaining RSP will communicate with the End Customer and provide relevant information on how to lodge a fault now that they have been transferred to the Gaining RSP and the Losing RSP must provide upon request from the Gaining RSP information on any outstanding faults of relevance in relation to the End Customer to the Gaining RSP.

P. ADDRESSING AND REVERSING AN INVALID TRANSFER

44. The objective of this section is to ensure that if an End Customer's fibre Telecommunication Service is invalidly transferred between RSPs that the situation is quickly rectified.

45. An Invalid Transfer occurs when:

- 45.1 There is a processing error (for example, the fibre Telecommunication Service of an End Customer is mistakenly Transferred); or

- 45.2 There is an Invalid End Customer Authorisation.

46. If the Gaining RSP can provide proof of the received End Customer Authorisation for the Transfer, then it is considered a valid Transfer for reporting and monitoring purposes.

47. Identification of Invalid Transfer

- 47.1 An Invalid Transfer can be identified at any stage of the Transfer process where the Transfer is unable to be cancelled by any relevant Party, including scenarios where:

- 47.1.1 The End Customer communicates service issues to their current RSP (e.g. reporting loss of service);

- 47.1.2 Upon receipt of a cease billing Notification, the potential Losing RSP has doubts based on

reasonable grounds regarding its validity; or

- 47.1.3 The Gaining RSP establishes that the Transfer is invalid after submission of the Transfer Request.
- 47.2 RSPs must immediately notify the relevant RSP if they detect an Invalid Transfer regardless of the RSP's role, or even if they have no role, in the particular Transfer:
 - 47.2.1 If the Gaining RSP is notified of the Invalid Transfer by the End Customer, the Gaining RSP will initiate contact with the Losing RSP and request that they approach the End Customer to raise a new Transfer Request for the return of the service to the Losing RSP in the case where it is past the LFC point of no return (i.e. the RFS date).
 - 47.2.2 If the Losing RSP is notified of the Invalid Transfer by the End Customer, the Losing RSP should raise a Transfer Request to the LFC for the return of the service and initiate contact with the Gaining RSP to facilitate a fast return of the service to the Losing RSP.
 - 47.2.3 If the Party that discovers the Invalid Transfer is the Losing RSP, the Losing RSP shall request a copy of a valid End Customer Authorisation from the Gaining RSP. If the Gaining RSP cannot produce the valid End Customer Authorisation, the Losing RSP must arrange for the Transfer to be reversed as per clause 48.
 - 47.2.4 If the End Customer contacts the Gaining RSP to which they have been Invalidly Transferred the Gaining RSP must take action to return the End Customer to the Losing RSP as per clause 48.
 - 47.2.5 Where an accidental Transfer has been completed and the End Customer decides to remain with the Gaining RSP, the Gaining RSP should provide the Losing RSP with a copy of a valid End Customer Authorisation as per clause 46.

48. Facilitating a Transfer reversal

- 48.1 To facilitate the Transfer reversal, the Losing RSP should place a service order to retrieve the services back from the Gaining RSP. If the End Customer has not received the first bill from the Gaining RSP containing the required Validation Request information, the Losing RSP must enter the order supplying the End Customer Account Number and optionally the account name as presented on the Losing RSP bill prior to transfer. The Losing RSP must be able to provide valid End Customer Authorisation to the Gaining RSP.
- 48.2 If any of the Parties involved in the Transfer reversal does not comply, steps to enforce compliance should be taken in line with Section R.

49. Disputes regarding the allocation of costs incurred due to an Invalid Transfer

- 49.1 Any dispute regarding the allocation of disconnection or reconnection costs incurred due to an Invalid Transfer should be referred to the Telecommunications Dispute Resolution Service if the dispute is raised by the End Customer concerned, in accordance with the Customer Complaints Code.

Q. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE

- 50. The TCF will review this Code and seek feedback to determine whether any amendments are required on a two-yearly basis, from the date that it is approved by the TCF Board.
- 51. This Code will be amended in accordance with the TCF's Rules and Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF on info@tcf.org.nz.

R. COMPLIANCE WITH THE TCF CODE COMPLIANCE FRAMEWORK (CCF) OBLIGATIONS

- 52. The TCF Code Compliance Framework (CCF) applies to the on going monitoring and compliance management of this Code. By becoming a Party, 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.

53. For the purposes of the self-certification requirements under the CCF, the Parties are required to certify they comply with the obligations set out in Section S.
54. Without limiting each Party's obligations, Parties must keep information they deem necessary to show their compliance with this Code, should it be required.
55. In accordance with the CCF, Parties must file initial and annual self-certification forms with the Compliance Officer to demonstrate their initial and ongoing compliance with this Code. The key metrics that Parties must stipulate they comply with in relation to this Code are set out in Section S.
56. The CCF's complaints management procedures will apply to any allegations of a breach of this Code, made by one Party about another to the Compliance Officer. By signing up to this Code, Parties 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.

S. SELF CERTIFICATION REQUIREMENTS OF THE CCF AND THIS CODE

57. In addition to the standard requirements of the CCF, the following additional terms apply regarding compliance with this Code:
 - 57.1 Parties will ensure that their relevant contact details are kept up to date via the TCF RSP Transfer Contact List on the TCF website;
 - 57.2 Parties will ensure that, the objectives set out in section D and H are met; and
 - 57.3 If a Party defaults in the performance of any of its obligations under this Code, that Party will use its best endeavours to remedy the default as soon as possible and in any case within 30 Business Days of becoming aware of the default, and use reasonable endeavours to prevent a recurrence of the default.
58. As part of the self-certification requirements of the CCF and this Code, Parties must certify that they comply with Section D, H and I of the Code.