



New Zealand Telecommunications Forum

Code for the Installation of Fibre Telecommunication Services

(“Fibre Installation Code”)

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EXECUTIVE SUMMARY

The Government's Ultra-Fast Broadband initiative aims to provide access to fibre to the premises for 87 percent of New Zealanders by 2022.

Consumers are actively choosing fibre services to receive faster and more reliable broadband. The industry has continued to invest in its B2B systems and operational processes to streamline the delivery of fibre to the premises, recognising that the installation of fibre telecommunications services is a complex journey for consumers.

The New Zealand Telecommunications Forum (TCF) Fibre Installation Code (the Code) is a code designed to ensure a good customer experience for residential Customers when Fibre Fixed Line Access Services are ordered and installed at their property.

All TCF Members who provide Fibre Fixed Line Access Services to residential Customers and are a signatory to this Code are required to comply with this Code.

This Code is subject to the TCF Code Compliance Framework and compliance of the Code is monitored by the TCF.

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A. PURPOSE

1. The purpose of the TCF Fibre Installation Code (**the Code**) is to establish nationally consistent standards that set clear expectations on delivering a good customer experience by the New Zealand telecommunications industry when communicating, installing and connecting a new residential Fibre Fixed Line Access Service (**FFLAS**) to a Customer.
2. This Code sets out the minimum requirements a Retail Service Provider (**RSP**) and a Network Operator should follow when a new FFLAS connection is being installed at the Customer's property.
3. Parties will adhere to their obligations set out in this Code and will act co-operatively and in good faith to facilitate the required processes and procedures to support a good customer experience when connecting FFLAS.
4. The Code is applicable to Code signatories.
5. This Code will take effect [insert implementation timeframe].

B. DEFINED TERMS

Agreed Appointment	Means the date and time window, e.g. am or pm, accepted by the Customer or their agent and by the RSP via the Network Operator's ordering and booking system.
Bilateral Agreement	Means an agreement between a Party who is obliged to comply with the terms of this Code and another party (who might or might not also be a party to this Code).
Billing Relationship	Includes a relationship where the RSP has a bona fide right to charge the Customer for any chargeable activity relating to the provision of the relevant FFLAS.
Business Day	Means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays. Regional public holidays are considered to be Business Days.
CCF or Code Compliance Framework	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 nominated TCF Code or Codes and be legally bound by the code requirements which includes compliance with the framework.
Compliance Officer	Means the person appointed by the TCF as the compliance officer under the Code Compliance Framework.
Customer	Means a person who has a bona fide Billing Relationship with a RSP in respect of the relevant fibre telecommunications service, or a person who they have authorised to act on their behalf. The Customer must be over 18 years old.
External Termination Point (ETP)	Means a location on the outside of a property (building), where the internal data and/or telephony cabling joins the external fibre network.
Fibre Fixed Line Access Service (FFLAS)	As defined in Part 1 s 5 of the Telecommunications Act 2001 (the Act): <i>"Means a telecommunications service that enables access to, and interconnection with, a regulated fibre service provider's fibre network"</i>

Fibre Network	Means a network structure used to deliver FFLAS over fibre media that connects the user-network interface (or equivalent facility) of customer's property or access point to a regulated fibre service provider's fibre handover point as defined in Part 1 s 5 of the Act.
Fibre Order	Refers to the various types of fibre orders that a Network Operator defines depending on the type of property and the installation method required to deliver FFLAS at the property. For example this may include a simple or basic installation may refer to an SDU connection which requires no communal infrastructure build whereas a complex installation may require third party consent and infrastructure build, or a one day installation where the scope and installation phases are completed on the same day within a single appointment.
Installation Standards	The standard of workmanship that an installation must comply with. These include the requirements of the New Zealand Building Code, relevant Australian New Zealand industry installations standards, and Network Operator service contracts.
Integrated Wiring	Refers to the way the Network Operator delivers fibre voice services by integrating existing Premises Wiring.
Missed Appointment	Means the scope and/or installation activity is not completed within the Agreed Appointment time, or the Agreed Appointment was rescheduled by the Network Operator. For the avoidance of doubt, an appointment is not missed if the Customer is not present or leaves the property during the Agreed Appointment time. In addition, the Network Operator records a Missed Appointment when they do not meet their agreed Ready For Service (RFS) date.
Network Operator	Means the same as a Regulated Fibre Service Provider as defined in Part 1 s 5 of the Act and may also be referred to as a Local Fibre Company. Including their sub-contractors acting on their behalf.
New Zealand Telecommunications Forum or TCF	Means the New Zealand Telecommunication Forum Incorporated registered in New Zealand.
Optical Network Termination (ONT)	Means the point at which a fibre optic cable connection is integrated with a property's internal Premises Wiring network.
Party	Means a Person bound by this Code or a Person signed up to this Code.
Person	Means a legal person and includes a company and any other legal entity.
Premises Wiring	Means any existing premises telecommunications wiring and/or structured cabling (e.g. cat3, cat5, cat6, RJ45/RJ11 jacks) but excludes the ETP to the internal fibre wired termination point installed by the Network Operator.
Ready for Service (RFS) Date	Means the date that the service is connected at the customer's property.
Reference Offer	Means the UFB reference offer terms offered by a Network Operator and accepted by each RSP.

Retail Service Provider or RSP	Means any person providing a retail FFLAS to a Customer and who has the bona fide Billing Relationship with the Customer for that service. An RSP may also be referred to as an Access Seeker, or Service Provider, both terms are defined in Part 1 s 5 of the Act.
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.
Service Request	Means a written or electronic request from a RSP for the supply of a FFLAS installation, provided to the Network Operator under the terms of the UFB Reference Offer.
Standard Installation	Means a free residential UFB connection for distances of up to 200 metres per house from the road with specific installation methods defined in each of the Network Operator's UFB Bitstream Operations Manual. Incremental charges will apply for FFLAS installations that are outside the criteria specified for a Standard Installation depending on the fibre lead-in length and/or installation method ¹ .
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.
Vulnerable End User or VEU	Means a residential Customer who has demonstrated to the satisfaction of their RSP that for reasons of, health, disability or safety they, or a member of their household, are dependent on a telecommunications service for their wellbeing.

C. OBJECTIVES AND SCOPE

6. Objectives

- 6.1 The objective of this Code is to ensure that the telecommunications industry acts in the best interests of the Customer when installing and connecting their FFLAS and delivers a good customer experience as a minimum requirement. This objective will be achieved by:
- 6.1.1. Defining a good customer experience for the installation of fibre Telecommunication Services;
 - 6.1.2. Developing consistent messaging and communication to Customers;
 - 6.1.3. Improving the information available to Customers;
 - 6.1.4. Describing minimum standards for the installation of fibre Telecommunication Services which meets the agreed good customer experience threshold; and
 - 6.1.5. Describing the end to end installation process which is required in order to meet the good customer experience described in this Code.
- 6.2 In some cases, the Code will be silent about how information is presented to the Customer and by whom, but in other circumstances there will be specific responsibilities for Network Operators or RSPs. The intention is to recognise that RSPs have their own Customer relationship ethos or requirements, and it is important to allow them to operate in the way they prefer. Whoever delivers the information to the Customer must do so in a way that

¹ As described in a Network Operator's Fibre Bitstream Operations Manual

provides the Customer with a good experience and meets the underlying consistent industry process and requirements.

- 6.3 With increased integration occurring across the telecommunications industry Customers will have more autonomy and ability to interact with booking systems and information themselves and will not have to rely on either their RSP or the Network Operator to manage bookings, for example Agreed Appointments, on their behalf. This Code is neutral on how the obligations are practically implemented.

7. Key Principles

- 7.1 RSPs and Network Operators must endeavour to provide at a minimum what is defined in this Code as a good customer experience when delivering and installing FFLAS. This section sets out seven key principles that the industry has agreed to work to:

- 7.1.1. The Customer is informed throughout the process and will not be surprised.
- 7.1.2. As far as possible, the Customer is in control of the process relating to agreeing the work to be performed at their property.
- 7.1.3. The Customer will not be abandoned during the installation process.
- 7.1.4. The Customer can expect that RSPs and Network Operators will meet their obligations under the Code and will not miss Agreed Appointments.
- 7.1.5. The Customer has an escalation path to resolve issues.
- 7.1.6. The Customer knows how to access any one of the following when raising a customer complaint:
 - a. the relevant RSP's and Network Operator's complaints process;
 - b. the Telecommunications Disputes Resolution Scheme (**TDRS**);
 - c. The Broadband Shared Property Access Disputes Scheme (**BSPADS**), if the complaint deals with the use of the statutory right of access to third party property by a Network Operator².
- 7.1.7. When installing fibre Telecommunication Services at a Customer's property, the Network Operator must ensure that the installation is performed in the manner agreed with Customer. It should not unreasonably impact on a person's enjoyment of the property, or worsen an existing problem with the property, and take into consideration the visual impact of both the internal and external installation in the context of that property. The workmanship must be completed to an acceptable Installation Standard.

- 7.2 The RSP is responsible for the relationship with the Customer throughout the customer journey; however, interactions between the Customer and the Network Operator may occur at stages during, and (for the purposes of reinstatement) after, the fibre Telecommunication Service installation process.

8. Code Structure

- 8.1 This Code sets out the industry processes which will deliver a good installation experience from a consumer perspective when fibre is being installed at their property. To meet the agreed customer outcomes, the Code defines a good customer experience framework which is supported by contractual obligations, service level agreements between RSPs and Network Operators, and compliance measures.
- 8.2 There are five phases described in the customer journey to install fibre at a Customer's property (refer to diagram 1). Each phase covers a step in the installation process and

² New Zealand Telecommunications Act 2001, subpart 3 of part 4.

describes the Customer journey and outcomes. To achieve these steps the Code describes what the RSP and Network Operators are obligated to meet as a minimum. The Code does not preclude Parties from delivering a higher-level Customer service and installation experience.

- 8.3 It the event that the Customer can be connected in one visit, the Scoping and Installation/Build steps may occur on the same day with Customer agreement. Similarly, the Installation and Build may be split into separate visits with the customer required to be present for only the Installation visit.

Diagram 1: Five phases of a good customer experience journey for fibre installation

CUSTOMER EXPERIENCE JOURNEY				
Researching	Ordering	Scoping	Installing / Building	Enjoying
I'm thinking about ordering fibre	I'm ordering fibre	I agree my install plan	My fibre is being installed	I'm using fibre
<ul style="list-style-type: none"> I find all the relevant information I need 	<ul style="list-style-type: none"> I order fibre services with my RSP and know what is going to happen next. My RSP understands my requirements. 	<ul style="list-style-type: none"> The technician arrived on time, we discussed and agreed my installation plan. My installation appointment is booked. 	<ul style="list-style-type: none"> The technician arrived on time and installed my fibre services to a good quality standard. My phone and/or broadband are working. 	<ul style="list-style-type: none"> My broadband performance and reliability is working as per my service plan. My service contract and bill has been updated.

9. Scope

9.1 This Code follows the customer experience journey for connecting FFLAS and is focussed on the outcomes for the Customer. The Code:

- 9.1.1. Sets out the minimum agreed requirements for each of the phases in the Customer's installation journey. The Code does not prevent an RSP or Network Operator from providing higher specifications and service to the Customer, which is always encouraged;
- 9.1.2. Applies to the installation of FFLAS delivered over the Fibre Network including quality, process and communication;
- 9.1.3. Covers the installation of FFLAS into all types of residential fibre connections for Single Dwelling Units (SDU), Multi Dwelling Units (MDU) and Right of Way (RoW) properties;
- 9.1.4. Includes all types of new residential Fibre Orders;
- 9.1.5. Sets out communication requirements between the RSP, Network Operator (including the Network Operator's technician/s), and the Customer on products and services and process (including where consent is required from third parties);
- 9.1.6. Describes a process for escalations which is communicated to all parties, which can be used at any point during the end to end customer journey;
- 9.1.7. Includes post connection customer service and follow up with the Customer by the RSP including early-life failure faults;
- 9.1.8. References minimum service levels which underpin the RSP and Network Operator agreements in the Network Operator's Reference Offers; and
- 9.1.9. Sets out reporting metrics required to demonstrate compliance with the Code for the purposes of the TCF Code Compliance Framework.

9.2 To meet the agreed customer experience outcomes, the Code defines a good customer experience framework. This framework is supported by contractual obligations, service level agreements between RSPs and Network Operators, and compliance measures.

10. Exclusions from Scope

- 10.1 This Code does not apply to:
- 10.1.1. The installation of FFLAS delivered by technologies other than a Fibre Network;
 - 10.1.2. The technical specifications of the FFLAS or its technology i.e. manufacturing specifications of fibre products or installers operations manuals;
 - 10.1.3. Connection of fibre services which are transferred or deemed an abandoned type connection, these are covered by the TCF Fibre Customer Transfer Code and the TCF Abandonment Code respectively; and
 - 10.1.4. The installation of communal infrastructure in RoW or MDUs specially those requiring consent or those utilising the use of the statutory right of access of the Network Operator³;
 - 10.1.5. Business Fibre Orders.

D. CUSTOMER SERVICE QUALITY METRICS AND REPORTING

10. This Code is consistent with the monitoring and reporting requirements RSPs and Network Operators have under various contractual and regulatory obligations in relation to customer service quality during the installation of fibre services.
11. This Code defines customer service metrics to be reported to the TCF by RSPs and Network Operators as part of their reporting obligations under the TCF Code Compliance Framework (CCF).

E. RESPONSIBILITY AND COMMUNICATION

12. Obligations are assigned to Network Operators and RSPs in each section of this Code. A party may assign their obligations to another party e.g. the RSP may agree with the Network Operator, that the Network Operator can book appointments directly with their Customer, rather than the RSP arranging the appointment time on behalf of their Customer. In all cases either the Network Operator or RSP must meet the key principles of this Code set out in clause 7.
13. The Customer should be provided with one primary point of contact during the fibre installation process. Depending on the RSP's service delivery contract with the Network Operator, the RSP may or may not be the Customer's main contact during the installation process.

³ Sub-part 3 of part 4 of the New Zealand Telecommunications Act 2001

F. BEFORE A CUSTOMER ORDERS FIBRE

Customer story: I'm thinking about getting fibre

"I saw an advert or heard about fibre and it raised my interest. I visited my Service Provider's website and found an online tool which asked for my address and then gave me some options – it offered a great deal on a fast fibre connection with free installation and a recommended plan that suits my needs. I researched further and watched a short video animation on how fibre is installed at properties like mine and found links to other useful information"

Good Customer Experience Outcome:

Customer has researched fibre services, plans and availability in their area and is informed enough to order fibre.

14. The Customer Outcomes

- 14.1 A good customer experience at this stage means the Customer understands the benefits of fibre, what options are likely to best suit their ongoing needs, and then they proceed to order fibre.
- 14.2 The following information should be available to the Customer when they are researching fibre products and services to achieve the desired Customer outcome:
 - 14.2.1. How fibre can improve their internet experience;
 - 14.2.2. What RSPs and services are available to them;
 - 14.2.3. What plans are available and any associated products, consistent with the TCF Product Disclosure Code;
 - 14.2.4. A general understanding about the installation process and method for their property e.g. that consent may be required from their neighbour/s if they live down a RoW or in a MDU type property and that this requirement may delay the process;
 - 14.2.5. At a high-level what is required from them during the installation process;
 - 14.2.6. Consistent information between the Network Operator and the RSPs on what a Standard Installation covers, that is, what is a 'free' installation that can be completed at no cost and that alternatives to a Standard Installation may incur costs; and
 - 14.2.7. High-level considerations for the Customer when fibre technology is installed on Integrated Wiring and Premises Wiring, e.g. information on phone lines and alarm systems.

15. RSP and Network Operator Obligations to meet the Customer Outcomes

- 15.1 All references to Customer in clause 14, 15 and 16 are to include potential Customers.
- 15.2 Although pre-marketing and sales communication methods can vary across RSPs, the information set out in clause 16.2 should be provided by RSPs to their Customers, or potential customers, to meet the objectives and key principles of a good customer experience in accordance with this section.
- 15.3 Information can be presented to the Customer via a number of channels e.g. website, print, online chat support etc. and should be consumer friendly i.e. avoid industry acronyms or terminology wherever possible.
- 15.4 Information regarding the RSP's plans and products including costs, expected speeds, voice options and bundled services must be in accordance with the TCF Broadband Product Disclosure Code.

- 15.5 RSPs and Network Operator's publicly available information regarding a Standard Installation should be aligned.

16. RSP Requirements

- 16.1 RSPs have the direct relationship with the Customer and therefore RSPs must ensure that information being presented to the Customer is accurate, not misleading and enables a good customer experience. This includes information relating to the Network Operator.

- 16.2 RSPs must provide the following information to Customers researching fibre:

- 16.2.1. The benefits of fibre;
- 16.2.2. The range of plans (including costs) available depending on the Customer's need;
- 16.2.3. Fibre availability and estimated time to install information for the Customer's property must be based on information provided by the Network Operator e.g. current average lead time, or customer specific estimates at the prequalification stage;
- 16.2.4. Information on equipment compatibility e.g. security and medical alarms including battery back-up requirements. Customers will be encouraged to contact their equipment service provider to ensure equipment compatibility before their FFLAS are installed;
- 16.2.5. Clear and detailed information about the fibre installation experience in their area including:
 - a. That fibre installation journey involves multiple parties e.g. the RSP, the Network Operator;
 - b. The various installation methods used to install fibre, at a high level, including images of the equipment that the Customer will see inside and outside their home (e.g. the ETP and ONT).
 - c. That the installation will include both inside and outside infrastructure builds, completed by contractors on behalf of the Network Operator.
 - d. Information about what a Standard Installation covers, that is, what is a free installation that can be done at no cost, and that alternatives may incur costs.
 - e. That the Customer will be required to make decisions about the type of installation and where certain equipment will be located inside and outside their property and how this could potentially affect matters of broadband performance.
 - f. If the Customer is not the property owner but is the tenant, they are required to obtain their landlord's permission before the installation commences. The landlord may also be the appropriate person to make decisions under clause 16.2.5.e.
 - g. That the Customer will be required to be available at the property where the installation is taking place for either one or two occasions, depending on the scope of works.
 - h. How the Customer can obtain further information regarding installation methods (this should be easily accessible to Customers who wish to research further).
 - i. If a Customer is a Vulnerable End User, they should report their status to their RSP when placing their Fibre Order.
 - j. That installation of fibre may require written consent from impacted third parties e.g. the Customer's neighbours. That this happens after they have

placed their order and it may impact the timeline to install FFLAS to their property.

- 16.2.6. RSPs must provide general contact and engagement points for Customers researching fibre to submit queries or request further information before the Customer contacts the RSP to order a FFLAS.

17. Network Operator Requirements

- 17.1 Network Operators have a responsibility when providing public information that it is accurate, not misleading and enables a good customer experience.
- 17.2 The Network Operator acknowledges that the primary relationship is between the Customer and their RSP.
- 17.3 The Network Operator must provide the RSP with the necessary information about the FFLAS installation experience described in section 16.2.5 of this Code to enable the RSP to fulfil its obligations to the Customer; including information on their consenting process (including under which installation scenario consent is required and the consent process).
- 17.4 Network Operators must respond to any reasonable RSP requests for information to facilitate a good customer experience for the Customer.
- 17.5 The Network Operator must ensure that the RSP has a good understanding of its fibre ordering processes and keep them informed at all times of any product, process and system changes.
- 17.6 The Network Operator must make available to the RSP the following:
 - 17.6.1. Clear information on current installation and scope appointment lead in times;
 - 17.6.2. Clear, detailed and up to date information about how fibre is installed for each of the methods and different premise types i.e. SDUs, ROWs and MDUs;
 - 17.6.3. Fibre network availability in the Network Operator's coverage area(s);
 - 17.6.4. A clear process and expected timeframes for properties that require consents, this information must be available to RSPs; and
 - 17.6.5. Site information to support the RSP when a Customer makes general enquiries about their property.

G. CUSTOMER ORDERS FIBRE

Customer story – I'm ordering fibre

"I've completed my research and have decided to order fibre so I contact my Service Provider. I complete the rest of the order details including how best to contact me and keep me informed. I get told what will happen next and who will be in touch, I also get asked for my preferred times and availability. I believe I have been sold the best plan and understand how it will meet my needs. It was very easy and hassle free!"

Good Customer Experience Outcome:

The Customer decides to order fibre and receives good customer service from their chosen RSP because they capture all relevant information about the Customer and provide consumer friendly information back regarding their chosen plan and the installation process.

18. The Customer Outcomes

- 18.1 A good customer experience at this stage means the RSP ensures that their Customer is provided with information on the fibre plan they have ordered and, based on the information available to the RSP, has been given correct expectations regarding the installation of their FFLAS(s).
- 18.2 When the Customer orders their FFLAS with their RSP the following information is provided and / or recorded:
 - 18.2.1. The Customer's chosen plan and offer terms (including costs, speeds, voice options and bundled services as required to comply with the RSPs obligations under the TCF Broadband Product Disclosure Code).
 - 18.2.2. The Customer's requirements including availability, preferred appointment time and any other specific information.
 - 18.2.3. Information that is relevant to the customer's order and their obligations during the installation process, refer to section 16.2 and 20.2.
- 18.3 The Customer's RSP will confirm their order and submit the relevant Service Request to the Network Operator.
- 18.4 The Customer's first Agreed Appointment time should be booked and communicated to the Customer within four Business Days of placing the order, subject to clause 19.3.

19. RSP and Network Operator Obligations to meet the Customer Outcomes

- 19.1 RSPs must provide the information listed at clause 16.2 to the Customer prior to or at the point of sale to ensure that the objectives and key principles of a good customer experience are met in accordance with this section.
- 19.2 The information being presented to the Customer must be consistent with the information that is provided to the RSP by the Network Operator.
- 19.3 The RSP and Network Operator obligations to the Customer to schedule Agreed Appointments within four Business Days is subject to any exceptions or jeopardy management processes as described in RSP and Network Operator's terms and conditions. Exceptions or jeopardy management processes may need to be completed against the order which could extend this scheduling timeframe e.g. consent requirements or not being able to contact the customer.
- 19.4 Booking Agreed Appointments:
 - 19.4.1. If the RSP is utilising the Network Operator's real-time scheduling functionality, the RSP will schedule and confirm with the Customer their scope and/or install Agreed Appointment/s; or

- 19.4.2. If the RSP isn't utilising the Network Operator's real-time scheduling functionality it will notify the Network Operator of the Service Request within 2 business days of receiving the Service Request. The RSP will advise the Customer (at the time the Customer submits their order with that RSP) that the Customer will be contacted by the Network Operator within four Business Days to schedule one or more Agreed Appointment/s, subject to clause 19.3.

20. RSP Requirements

- 20.1 The RSP must make the information identified at section 16.2 of this Code available to the Customer and confirm with the Customer:
- 20.1.1. Preferred method of contact (e.g. mobile, email);
 - 20.1.2. The correct contact details and property address;
 - 20.1.3. That they have obtained, or are in the process of obtaining, landlord consent if required and it will be in place prior to installation;
 - 20.1.4. The Customer's availability for appointments;
 - 20.1.5. Whether they are a Vulnerable End User (VEU); and
 - 20.1.6. Any site specific information about their property.
- 20.2 In addition, the RSP must also provide key information to the Customer so they can understand the installation process and to enable them to have an informed discussion with the Network Operator. The information given to a Customer should include the following:
- 20.2.1. That the Customer, will need to be home for the scope visit and the installation visit as they need to make some decisions about the design, sign the installation documentation.
 - 20.2.2. The scope and installation of fibre Telecommunication Services may occur on the same day at a Customer's property.
 - 20.2.3. Information about how to get the best out of broadband performance so that the Customer thinks about where in their home they want the equipment located to optimise Wi-Fi coverage in the home and whether there are any devices which need a wired connection (Premises Wiring).
 - 20.2.4. If a new modem will be provided.
 - 20.2.5. There may be an extra step in their installation if third-party consent is required, and that they will receive consent information to review.
 - 20.2.6. Where to find additional information about what happens during an installation.
- 20.3 The RSP must inform their Customer about their rights during the installation process. For clarity, this means that:
- 20.3.1. It is reasonable for the Customer to ask the Network Operator to provide them with more information;
 - 20.3.2. It is important to understand what options are available and if there are any cost implications;
 - 20.3.3. It is reasonable for the Customer to ask the RSP and/or the Network Operator for another option for installation if the option presented does not meet the Customer's requirements, however they need to be aware under some scenarios this may introduce additional cost;
 - 20.3.4. As part of the scope activity the Network Operator will provide the Customer, if requested, with a copy of the agreed installation plan, refer to 25.9, within 24 hours of the scope visit, with the exception for properties that require communal

infrastructure build to be scoped.

- 20.3.5. The RSP should provide contact information for the Customer to talk to their RSP if they have any further questions or to seek further guidance. The RSP may or may not be the Customer's main contact throughout the installation depending on the terms in the service delivery contract the RSP has with their Network Operator. Either way there should be no ambiguity for the Customer.
- 20.4 Following acceptance of the Customer's order, the RSP should issue a valid Service Request to the Network Operator within two Business Days, subject to clause 19.3, and provide the Network Operator with all relevant information about the Customer and their property.

21. Network Operator Requirements

- 21.1 The Network Operator will support the RSP's requirement to access Fibre Order information during the pre-qualification process and make the appropriate property and consent information accessible to the RSP.
- 21.2 The Network Operator must validate the Service Request submitted by the RSP as a result of that Customer's Fibre Order and ensure that the information is correctly logged in their ordering systems. If not correct, the Network Operator may request additional information or reject the Service Request as an invalid order, which may delay the Customer's end to end installation experience.
- 21.3 If the Customer's requirements change for whatever reason the Network Operator will (acting reasonably) consider and either adopt the changes; or if the Network Operator considers that the changes are material e.g. would impose significant costs, then the Customer and/or their RSP will be consulted.
- 21.4 Subject to the service delivery contract agreed with the RSP, the Network Operator may contact the Customer after the Network Operator has received the Service Request from the RSP, in order to:
 - 21.4.1. Schedule the Agreed Appointment/s within two Business Days of validating the Service Request from the RSP, subject to clause 19.3;
 - 21.4.2. If relevant, advise the Customer that their Fibre Order is subject to their neighbour/s consent and inform them of the consent process applicable to their property, including the likely impact on timeframes;
 - 21.4.3. Inform the Customer if the Agreed Appointment may include the same day scope and install activity (if known);
 - 21.4.4. Inform the Customer of what type of installation is recommended, if known;
 - 21.4.5. Explain to the Customer if they need to be home (on site) during the Agreed Appointment/s;
 - 21.4.6. Confirm the Customer's contact details; and
 - 21.4.7. Provide to the Customer with the information outlined in section 16.2 and 20.2 of this Code, (depending on the Network Operator's service delivery contract with their RSP this may be provided by the RSP), to enable the Customer to have an informed discussion with the Network Operator's service team.
- 21.5 The Network Operator must provide contact information to the Customer to answer any questions or if they need to change their Agreed Appointment time(s).
- 21.6 The Network Operator should provide status updates to the RSP (via the Network Operator's ordering systems) throughout the order journey.

H. SCOPE VISIT

Customer Story: My scope visit is completed and I wait for installation

Before Scope Visit:

"I was contacted by the company installing my fibre and my appointments are booked and in the calendar. I have been provided with information on what will happen during the scope and installation visits. I know how to change the appointment up to 24 hours before. If anything changes I have a number to call if I need to ask any questions and a link to useful information about fibre and the installation process. I'm told to expect a modem in the mail and that I need to be at home and contactable on the day my technician is due to walk me through the plan for my home.

Scope Visit:

The technician arrived on time, was tidy, introduced him/herself and showed their ID. The technician assessed my house and my requirements and recommended the best install option for my needs and answered any questions I had. I agreed to the installation plan and I know what will happen next and when."

Good customer experience outcome:

The customer has contact with their RSP or Network Operator to confirm appointments. The Network Operator arrives as scheduled and completes a scope visit which is approved by the Customer.

22. The Customer Outcomes

- 22.1 The Customer has been informed that they will be interacting with the Network Operator for the following activities:
- 22.1.1. To confirm Agreed Appointments;
 - 22.1.2. To reschedule Agreed Appointments, where necessary;
 - 22.1.3. To scope their property to determine the installation method and completing any relevant documentation if consent is required;
 - 22.1.4. Building the infrastructure to and within their property;
 - 22.1.5. Connecting their FFLAS within their home; and
 - 22.1.6. If required, completing reinstatement of surfaces at their property (refer to 29.10).
- 22.2 The Customer understands what is required of them as part of the installation process. For example, the Customer needs to be contactable during the end-to-end process of installing FFLAS at their property. If required by the Network Operator, and agreed by the Customer, the Customer will be home and available to make decisions about the installation during the Agreed Appointment/s.
- 22.3 The Customer is provided with indicative timeframes for each step.
- 22.4 The Customer has been informed who to contact if there is a problem or they need to reschedule their Agreed Appointment and how to escalate any issue, if required (refer to clause 7.1.5).

23. RSP and Network Operator Obligations to meet the Customer Outcomes

- 23.1 The available Standard Installation methods should be discussed with the Customer and a process should allow for when the Customer wants an alternative installation method, including informing the Customer that charges may apply.
- 23.2 The Customer has choices and should be presented with the available installation technology options during the scope visit. Ultimately it is the Customer's decision and they must have sufficient information about the options to make an informed decision. An escalation process described in section K must be available if an agreement cannot be

reached.

- 23.3 RSPs and Network Operators must ensure that the Customer has a primary customer service contact, and that both the RSP and Network Operator have appropriate customer escalation processes in place, relating to the fibre installation process (refer to section K).
- 23.4 It is the RSP and Network Operator's responsibility to ensure that Agreed Appointments are confirmed and met.

24. RSP Requirements

- 24.1 The RSP must ensure the Customer can contact them within the agreed hours of operation to discuss the details of their installation at any point during the installation process.
- 24.2 If the Customer has decided to opt for an alternative installation option and additional charges are required then a quote must be provided to the Customer's RSP. The RSP must respond by either approving or declining the quote within 90 days of the quote being issued. During this time the order is placed on hold and if approval is received then the order proceeds, if declined then the order will be cancelled unless a re-scope is requested by the Customer.

25. Network Operator Requirements

- 25.1 Prior to the scope visit it is the Network Operator's responsibility to:
 - 25.1.1. Contact the Customer approximately two or three calendar days prior to the Agreed Appointment to confirm the Agreed Appointment;
 - 25.1.2. Contact the Customer the day before or on the day (not less than 30 minutes) of the Agreed Appointment to confirm arrival time of the Network Operator.
- 25.2 The scoping visit must be completed during the Agreed Appointment agreed between the Network Operator and the Customer otherwise it will be considered a Missed Appointment.
- 25.3 The Network Operator must record in their systems any rescheduled Agreed Appointment and inform the Customer. This will be considered a Missed Appointment.
- 25.4 The Network Operator must have a record of the Customer's agreement to the Network Operator's proposed scope of works. The Network Operator will provide a copy of that agreement to the RSP on request.
- 25.5 During the scope visit it is the Network Operator's responsibility to ensure that:
 - 25.5.1. That the Customer knows who to contact if they have any issues, questions or need to change their Agreed Appointment.
 - 25.5.2. Any service vehicles are clearly marked with legible Network Operator identification.
 - 25.5.3. Upon arrival at a Customer's property the Network Operator's technician confirms that they are there on behalf of the Network Operator and the Customer's RSP (if known) and understands the Customer's requirements.
 - 25.5.4. If a Vulnerable End User has been or is identified during the scope visit their requirements are considered as part of the installation plan. The Network Operator must advise the Customer to contact their RSP and/or their medical equipment service provider if they have not done so already and manage the customer appropriately.
 - 25.5.5. Inform the Customer of any documentation that requires signing i.e. EUTs, installation plan and that all relevant consents have been obtained before the installation goes ahead.
- 25.6 The Network Operator talks through the fibre installation process and methods available

relating to that installation with the Customer. It is important that the Customer understands how the fibre is going to be installed from their property boundary to an ETP on the outside of their house and the scope of works required completing the fibre installation inside their home to the ONT. As part of this discussion the Network Operator will:

- a. Discuss the scope of works and (if applicable) any options for internal and external installation methods available for the Customers' property, including asking questions about jack points, power points and Premises Wiring, and if the Customer has requested additional out-of-scope works to be performed.
- b. If an installation methodology is outside the scope of the Standard Installation, the technician will explain that additional charges may apply and that the Customer's RSP will be in touch to discuss the charges and obligations to pay before the installation commences;
- c. Identify to the Customer where the ONT and ETP equipment will be located taking full account of the property layout and proposed household usage of the FFLAS in order to provide the best service to the Customer;
- d. Outline to the Customer any power requirements e.g. availability of power points for the ONT and battery back-up;
- e. Remind the Customer that some devices may be incompatible e.g. monitored security and medical alarms etc. and recommend the Customer contacts the equipment product service supplier to check the device compatibility;
- f. Provide pictures of the equipment to be installed to ensure the Customer understands what a good quality installation looks like to meet the Customer's expectations;
- g. Provide general guidance on the potential impact on the home network performance based on the location options for the ONT installation and recommend the best place to install the ONT and any Customer Premises Equipment e.g. set top box, residential gateway (RGW), based on the property layout, proposed household usage of the FFLAS and existing and future Premises Wiring and Wi-Fi coverage; and
- h. Meet the Customer outcomes in clause 22 of this Code.

25.7 The Network Operator will present the Standard Installation options available to the Customer for external and internal build and may make a recommendation to the Customer.

25.7.1. Unless there is only one installation option available to the Customer, the Network Operator will make it clear to the Customer they can select another installation option if the proposed installation method does not meet their requirements and advise any additional cost that may be associated with that alternative.

25.7.2. The agreed external installation method must support the delivery of the Customer's desired internal installation requirements and location of the ONT.

25.8 The Network Operator must:

25.8.1. Record the agreed installation plan (internal and external works) refer to clause 25.9 which describes what information should be recorded;

25.8.2. Obtain the Customer's approval of the agreed installation plan;

25.8.3. Provide a copy of the agreed installation plan to the Customer if requested; and

- 25.8.4. Make available the agreed installation plan to the RSP if requested.
- 25.9 The agreed installation plan should cover:
- 25.9.1. The reinstatement process if required, which the Customer understands and has agreed too. This should include the method of reinstatement and materials to be used.
- 25.9.2. Any activities that the Customer is required to complete before the installation e.g. Premises Wiring or undergrounding works. If the Customer fails to complete these activities by the required deadline it may result in the installation Agreed Appointment date being changed; this is not a Missed Appointment.
- 25.9.3. Any specific Premises Wiring activities that the Network Operator is required to complete as part of the installation.
- 25.9.4. Where the ONT and the ETP will be located, the customer power requirements in this location (including those needed for the RGW if relevant) and any requirements for connection to the existing home wiring e.g. for voice services.
- 25.9.5. If the Customer's installation is either a non-Standard Installation or they have decided to opt for an alternative installation option which is not a Standard Installation, and additional costs are required, then the Network Operator must provide a quote to the RSP, refer to clause 24.2. Any amendments to the agreed installation plan which changes the cost must be re-quoted to the RSP.
- 25.10 The Network Operator must ensure the Customer is informed about what happens following the scoping visit. The Customer's Fibre Order will either:
- progress to the scheduled installation Agreed Appointment;
 - be brought forward by agreement and completed on day of scoping;
 - be placed on hold due to third-party activity e.g. third-party consent required.
 - be rescheduled (within three Business Days) by the Network Operator if timing is dependent on a third-party activity e.g. consent, local council permission for civil works. Any reschedule must be an achievable date based on the information available to the Network Operator and agreed by the Customer. The objective is to avoid multiple rescheduling.
- 25.11 If an additional scope visit is required, the Customer will be informed that this is required, and an Agreed Appointment scheduled with the Customer.

I. FIBRE INSTALLATION

Customer Story: My fibre is being installed

"I was kept informed of the fibre infrastructure work after which my fibre would be installed at my property. I had agreed the design and received a copy of the installation plan. I had received my new modem from my Service Provider. On the day of the fibre being installed, the technician arrived as scheduled, and installed the fibre to the installation plan. The technician explained how everything worked, tested the speed, made sure I could connect my first device to my Wi-Fi and my phone line worked. The technician left my house in a clean and tidy state. My property was reinstated on the day. Overall I was happy with the quality of work the technician completed and the process to get fibre installed at my property."

Good Customer Experience Outcomes:

The Network Operator turned up on the scheduled day and time and installed the fibre as per the Customer's agreed plan to a good quality standard. The fibre service was connected and the Customer was left with a working fibre service including testing that their device and phone line were working. Reinstatement was completed to a good quality standard.

26. The Customer Outcomes

- 26.1 To achieve the desired good customer experience outcome at this stage the Network Operator and RSP must deliver the build and installation of the FFLAS/s in accordance with the Customer's agreed scope of works, the UFB Reference Offer and to a good quality standard refer to section 7.1.7.
- 26.2 The Customer understands that they will be interacting with the Network Operator for the following activities:
 - 26.2.1. To confirm Agreed Appointments;
 - 26.2.2. To reschedule Agreed Appointments, where necessary;
 - 26.2.3. Building the infrastructure to and within their property;
 - 26.2.4. Signing relevant documentation such as the EUTs and confirming the installation is complete;
 - 26.2.5. Connecting their fibre services within their home; and
 - 26.2.6. If required, completing reinstatement of surfaces.
- 26.3 If required, the Customer has been informed of any modem requirements by their RSP.
- 26.4 The Customer is kept informed during the installation and any deviation from the agreed installation plan is approved by the Customer.
- 26.5 The Customer's fibre broadband and other FFLAS are connected and working as per section 29.6.
- 26.6 The Customer has signed off the installation as complete and this is recorded by the Network Operator.

27. RSP and Network Operator Obligations to meet the Customer Outcomes

- 27.1 RSPs and Network Operators must ensure that the Customer has a primary customer service contact to be able to reschedule an Agreed Appointment or ask any questions.
- 27.2 It is the RSP and Network Operator's responsibility to ensure that the Customer's Agreed Appointments are confirmed and met.
- 27.3 The Network Operator must record a rescheduled or Missed Appointment. The Network Operator will notify the RSP and provide a reason.

27.4 Both the RSP and Network Operator must have appropriate Customer escalation processes in place. Issues that arise during the installation of FFLAS at the Customer's property which cannot be resolved by the parties present or with the Network Operator and/or RSP support on the day, will be escalated by the RSP and Network Operator, refer to section K.

28. RSP Requirements

28.1 Modem Requirements:

28.1.1. The RSP will advise their Customer if a modem is provided as part of the Customer's service requirements. The RSP will inform their Customer whether the modem will be dispatched in advance or provided at the installation Agreed Appointment.

28.1.2. The RSP will inform their Customer that if the modem was arranged to be dispatched prior to the Agreed Appointment and it has not arrived prior to the day of installation, the Customer should contact the RSP to escalate delivery, as set out in clause 36.5.

28.1.3. The RSP must provide accessible support and customer friendly instructions on how to set up the modem and connect additional devices.

28.2 The RSP will be available to support their Customer during the installation e.g. to assist with rescheduled Agreed Appointment or issues that may arise during the installation of their fibre Telecommunication Services.

28.3 The RSP will ensure that their technical support teams are available to support the Network Operator on-site to complete any trouble shooting, diagnostics and/or issue resolution within the agreed installation business hours.

28.4 The RSP's installation activity of the FFLAS(s) should be completed during the Agreed Appointment. If this is not achieved the Customer is informed when the service will be fully operational, for example if there will be a delay to receiving in-coming calls due to the number porting activity not yet being completed. If there are number porting issues or if the RSP equipment e.g. modem, RGW, set-top box, etc. is not available on-site at the time of the technical installation the escalation steps will be subject to the contractual arrangement between the Network Operator and the RSP.

29. Network Operator Requirements

29.1 The Network Operator's responsibilities are set out in section 25.5, including their responsibility to confirm the Agreed Appointment.

29.2 The Network Operator may also ask the Customer if they have received the RSP's modem if a new modem is required as part of their service, unless agreed otherwise in the contractual arrangement between the Network Operator and the RSP.

29.3 The Network Operator must install the FFLAS(s) to the installation plan agreed with the Customer and during the Agreed Appointment, as documented as per clause 25.9, the requirements set out in the Reference Offer and to standards noted in clause 7.1.7.

29.4 Any changes to the agreed external and/or internal installation plan must be agreed by the parties; the Network Operator must record the agreed amendment before works continue.

29.5 Once the installation plan has been completed the Network Operator must demonstrate to the Customer that their FFLAS(s) landline and/or broadband are connected and working subject to clause 28.4, as agreed between the Network Operator and RSP.

29.6 Where applicable, the following requirements should be completed by the Network Operator on site to ensure that a good customer experience outcome is achieved when connecting a Customer's FFLAS(s):

29.6.1. Connection checklist to be completed by the Network Operator (unless otherwise agreed with the RSP):

- a. The ONT is installed and operational.
- b. The modem is installed and operational.
- c. An Ethernet speed test at the modem to an approved test site is completed. The Customer may be provided with the outcomes of this test to prove the expected service speed is achieved.
- d. The Customer's first device is connected via Wi-Fi or Ethernet to prove there is connectivity.
- e. If provided as part of the service, voice services are activated and a test call is made and sent and received, results of the test should be recorded.
- f. If provided as part of the service, the Network Operator will test and confirm that the Integrated Wiring is working.

Noting that if the RSP set-up is not complete it may only be possible to show that the Network Operator service is operational.

- 29.6.2. The Network Operator will confirm 'service given' status before leaving the property.
- 29.8 The Customer must sign off the installation at time of completion. The Network Operator will record this and provide this information to the RSP if requested.
- 29.9 If the Customer's FFLAS(s) cannot be connected or there are issues with the connection while the Network Operator's technician is onsite, the Network Operator will complete the escalation process set out in section K.
- 29.10 *Reinstatement:*
 - 29.10.1. Reinstatement is the restoration of surfaces that have been disturbed during the installation process, on like for like basis e.g. grass for grass, concrete for concrete, etc., without necessarily matching the same colour and texture exactly.
 - 29.10.2. Reinstatement is either completed on the same day or within six weeks of the fibre installation.
 - 29.10.3. If reinstatement is not completed on the same day then the surface should be left in a safe and acceptable temporary state before final reinstatement.
 - 29.10.4. Reinstatement must be completed to the requirements set out in clause 7.1.7.
 - 29.10.5. The Network Operator must leave the Customer with contact information for the Customer to discuss reinstatement matters if required.

J. FIBRE IS CONNECTED

Customer Story: I'm using fibre

"I have had no any issues with my broadband and phone since fibre was installed. My internet speed is as per my new plan and my bill has been updated to reflect my plan. My Service Provider contacted me after the installation to ensure everything went to plan and welcomed me to fibre. They also informed me that they will be in touch when it's time to upgrade – great service."

Good customer experience outcomes:

The customer's expectations regarding their fibre service performance is met and they would recommend fibre. The RSP provided a courtesy follow up to ensure their Customer received a good customer experience.

30. The Customer Outcomes

- 30.1 To achieve the desired good customer experience outcome the Network Operator and RSP has delivered the requested FFLAS(s) to the Customer as per the plan agreed with the Customer, the Reference Offer and to a good quality standard.
- 30.2 The Customer's FFLAS(s) is (or are) performing to the fibre plan purchased.
- 30.3 The Customer has been billed correctly by their RSP.
- 30.4 The Customer has been informed that the installation is complete and how to contact their RSP if they have any outstanding issues.
- 30.5 The Customer is aware that if there are outstanding issues that have not been able to be resolved by their RSP or the Network Operator they know how to escalate the issue if required refer to clause 7.1.6.

31. RSP and Network Operator Obligations to meet the Customer Outcomes

- 31.1 RSPs and Network Operators must ensure that the Customer's FFLAS is (or are) working to the specifications of the Customer's broadband plan. With the Network Operator being responsible for the performance of the wholesale service they have provided, and the RSP being responsible for the performance of the retail service to the Customer.
- 31.2 RSPs and Network Operators must ensure that any unresolved issues with either the Customer's fibre service or installation have been escalated and a resolution plan is in place.

32. RSP Requirements

- 32.1 The RSP will continue to provide ongoing service support for the Customer.
- 32.2 The RSP must ensure that the Customer is billed correctly.
- 32.3 The RSP must ensure the Customer is aware that they must contact their RSP if they have a problem with their FFLAS and will continue to support the Customer in the ongoing assure process.
- 32.4 The RSP may ask the Customer to complete a fibre installation customer survey.

33. Network Operator Requirements

- 33.1 The Customer's FFLAS is (or are) performing to the fibre plan purchased.
- 33.2 The Network Operator will continue to support the RSP in the ongoing assure process.
- 33.3 The Network Operator may ask the Customer to complete a fibre installation customer survey.

K. ISSUE MANAGEMENT AND ESCALATION PROCESS

The purpose of creating an escalation process is to provide certainty across the industry that agreed steps will be followed and that clear communication is being provided to the Customer to meet the key principles sets out in clause 7.

34. The Customer outcomes

34.1 If an issue occurs at any time during the end to end fibre installation the Customer is:

- 34.1.1. kept informed.
- 34.1.2. always provided with relevant contact or tracking information.
- 34.1.3. provided with an indicative time to resolution.
- 34.1.4. set correct expectations of the process and/or outcomes.
- 34.1.5. aware of their rights to escalate refer to clause 7.1.6.

35. RSP and Network Operator Obligations to meet the Customer Outcomes

35.1 The RSP and Network Operator:

- 35.1.1. Should aim to meet the Customer's expectations and not degrade the customer experience during the process of resolving issues.
- 35.1.2. Must keep the Customer informed and provide the Customer with the relevant contact information.
- 35.1.3. Must take responsibility to prioritise the resolution of any issue during the fibre installation process and within the early life failure period. Where appropriate, the RSP and the Network Operator will use all reasonable commercial endeavours to prioritise the resolution.
- 35.1.4. Should minimise the risk of loss of service wherever possible.
- 35.1.5. Must document any fibre installation fault management processes.
- 35.1.6. Must make available to the Network Operator's technician on-site their escalation teams during the hours of installations.

36. Escalation process

36.1 All parties (RSP, Network Operator and their technician) have the Customer's best interests at the forefront of any escalation process and decision.

36.2 Depending on who has taken ownership of the issue, either the Network Operator or the RSP will ensure that the Customer is informed of the next steps to resolve the issue.

An escalation plan must be established between the Network Operator and RSP to resolve the issue.

36.3 *Escalation process at the time of the scope visit:*

- 36.3.1. If the Customer disputes the installation plan the RSP and/or the Network Operator will discuss and confirm with the Customer and technician the resolution path so everyone is aware of next steps.

36.4 *Escalation process at the time of installation*

- 36.4.1. If at the time of installation, the FFLAS(s) is (or are) not installed to the agreed plan or are not connected and working, the RSP and/or the Network Operator will discuss and confirm with the Customer and technician the resolution path so everyone is aware of next steps.

- 36.4.2. The technician will remain onsite to resolve the issue within the Agreed

Appointment time. If the issue cannot be resolved within the Agreed Appointment time and, if agreed by the Network Operator and RSP, the technician will leave site and the issue is prioritised accordingly.

- 36.4.3. If the technician has been approved to leave the site before the issue is resolved within the Agreed Appointment, time the technician will provide a status update to the RSP and confirm with the Customer, particularly if the Customer is a Vulnerable End User, if:
- a. current services are still required to be operational or reinstated; or
 - b. the Customer is happy with an alternative temporary option e.g. mobile service is available; this should be recorded against the order.

36.5 *Modem issues at the time of installation:*

- 36.5.1. If the Network Operator's technician encounters an issue at the time of installation and it relates to the modem e.g. if the modem is not onsite or visually out of box faulty, the technician will follow the appropriate escalation process set out by the Customer's RSP. Depending on the commercial arrangement between the Network Operator and the RSP the technician may or may not complete the installation or provide a 'service given' status.
- 36.5.2. If there is an issue at the time of installation and it relates to the modem the RSP must confirm with the Customer what the next steps will be.

37. Early-life failure fault management

- 37.1 If an issue is logged by the Customer within the early life failure period as defined by the Network Operator, then the fault is prioritised, and escalation process enacted.
- 37.2 If service is given and the fault is proven to occur within the Network Operator's network within their early life failure period, and requires the Network Operator to re-visit the site (either exchange, cabinet or customer site), this will be prioritised and the escalation resolution process apply. This will be classified as a failed installation and recorded as that by the Network Operator.
- 37.3 If service is given and the fault is proven to occur within the RSP's network within their early life failure period, this will be prioritised and the escalation resolution process applies.
- 37.4 If an issue is logged by the Customer after the early life failure period then the business as usual fault management processes will apply between the RSP and Network Operator.

38. Complaints and Dispute Resolution

- 38.1 If the Network Operator or RSP receives a Customer complaint relating to the installation of FFLAS at a Customer's property, it must comply with the TCF Customer Complaints Code.

L. COMPLIANCE

39. Regulatory and Statutory Obligations

- 39.1 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. 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 1993.
- 39.2 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:
- 39.2.1. Legislation;
 - 39.2.2. Commerce Commission Determinations;
 - 39.2.3. Bilateral Agreements (e.g. Reference Offer);
 - 39.2.4. This Code.

40. Self-certification and Reporting Requirements

- 40.1 The TCF Code Compliance Framework (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.
- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 Each signatory to the Code will report annually against their Code obligations including the appropriate metrics that are set out in the Appendix of the Code.
- 40.6 Each Code Signatory must keep information they deem necessary to show their compliance with this Code, should it be required.
- 40.7 The CCF's complaints management procedures will apply to any allegations of a breach of this Code, made by one Code Signatory about another to the Compliance Officer.
- 40.8 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.

M. APPENDIX

Code Compliance Metrics

The purpose of the metrics is to obtain data on the key consumer elements of the Code to aid in monitoring and enforcement of the Code. This will allow the TCF to analyse the data and to assist the TCF Compliance Officer to identify any areas of potential non-compliance and reporting of breaches to the TCF Board.

The following metrics are to be reported annually to the TCF Compliance Officer:

Key Customer Outcomes	RSP Metric	Network Operator
G. CUSTOMER ORDERS FIBRE		
A Customer's Scope Agreed Appointment is booked within four business days of the customer placing an order with their RSP	Percentage of Service Requests that are passed on by the RSP to the Network Operator within 2 business days of the Customer placing their order. (Ref. cl. 19.3; 20.4) Target: 90% or greater.	Percentage of Customer's who are either contacted by the Network Operator or their Agreed Appointment time is scheduled within two Business Days of validating the Service Request from the RSP. (Ref. cl. 19.3; 21.4.1) Target: 90% or greater.
H. SCOPE VISIT		
Technician turns up on time for the scope Agreed Appointment and completes the scoping activity within an Agreed Appointment.	N/A	Percentage of Scope visits completed within the Agreed Appointment (Ref. cl. 25.2, cl.25.3). Target: 98% or greater.
I. FIBRE INSTALLATION		
The Network Operator's technician turns up on time for the Agreed Appointment and completes the installation to the agreed installation plan. Reinstatement is completed on the day or within six weeks of the fibre installation. Customer is satisfied or better with the quality of the installation.	N/A	Percentage of installations completed within the Agreed Appointment. (Ref. cl. 29.3) Target: 95% or greater. Percentage of reinstatements reported to the Network Operator as completed within six weeks. (Ref. cl.29.10) Target: 100% Customer Survey: The percentage of customers satisfied or more than satisfied with the quality of the installation. (Ref. cl. 26.1) Target: Aspirational 80%
J: FIBRE IS CONNECTED		
The Customer's billing cycle and contract information is correct for the new service. The fibre is performing to the plan the customer purchased. Customer is satisfied with the installation and the process.	N/A	Customer satisfaction level of the overall experience of the process of installing fibre broadband (end-to-end fibre installation). (Ref. cl. 30). Target: Aspirational 80%

Key Customer Outcomes	RSP Metric	Network Operator
K. ISSUE MANAGEMENT		
<p>The Customer's fault is resolved by either the Network Operator or the RSP as quickly as possible.</p> <p>The Customer is able to escalate their issue.</p>	N/A	<p>Percentage of installations that don't fail within the early life failure period. (Ref. cl. 37)</p> <p>Target: 90% or greater</p>

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