



## New Zealand Telecommunications Forum

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

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Notes:	This Code addresses <b>fixed Broadband services only</b> . Mobile and wireless broadband services will be included in a subsequent version of this Code.

## INTRODUCTORY STATEMENT

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

### Background

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

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

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

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

### Anticipated benefits for consumers

- See at a glance, the key features of broadband plans offered by retail service providers.
- More easily compare broadband plans between retail service providers.
- Increased awareness of the range of access technologies now available today (e.g. Fibre, ADSL, cable) they can use to connect to the internet, and the likely speed they can expect to receive.
- Increased awareness of the costs associated with a broadband plan, such as for using excess data, cancelling a contract early etc.

### Anticipated benefits for Industry

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

### Code Structure

The Broadband Product Disclosure Code is comprised of:

- a) This Code; and

- b) An operations manual (to be developed) that sets out the requirements for the Broadband Testing Methodology. The operations manual will detail the process for notifying and co-operating with the Measurement Entity and the methodology for measuring the service. Guiding principles on which the Broadband Testing Methodology will be based are included in Appendix A of this Code.

**Code Revision**

This is the first iteration of this (draft) Code.

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## A. DEFINED TERMS

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

<b>Average Speed/s</b>	means the average throughput as measured and reported by the independent Measurement Entity.
<b>Broadband Plan</b>	means an RSP plan for broadband internet services delivered via a fixed line connection.
<b>Broadband Testing Methodology (BTM)</b>	means the methodology, criteria and process developed by the TCF which details the services to be independently tested and the measurement methodology that will be used.
<b>Code</b>	means this Code for Broadband Product Disclosure Information.
<b>Consumer</b>	means a person who is a potential or current Customer of an RSP. A reference to a Consumer includes a reference to a Customer.
<b>Customer</b>	means a person who has a bona fide Billing Relationship with a Retail Service Provider in respect of a Broadband service. The Customer is the end user (i.e. not a wholesale customer).
<b>Measurement Entity</b>	means the independent organisation selected by the TCF to perform the Broadband speed measuring and reporting to support the requirements in section 9 of this Code.
<b>Party / Parties</b>	means a Retail Service Provider who has agreed to be bound by this Code.
<b>Retail Service Provider/s (RSPs)</b>	means a provider of Broadband services to a Customer, and who has the Billing Relationship with the Customer for that service.

## B. INTRODUCTION

### 1. Purpose

- 1.1 The purpose of this Code is to provide telecommunications Retail Service Providers (RSPs) with minimum standards for the disclosure of information about Broadband Plans to improve the visibility and consistency of this information, enabling Consumers to make easier comparisons between different offers.

### 2. Objectives

- 2.1 The objectives of this Code are to:
  - 2.1.1 Specify minimum standards for the disclosure of information to Consumers about fixed line mass market residential Broadband Plans;
  - 2.1.2 Standardise on terminology used by RSPs when describing aspects of a Broadband Plan;
  - 2.1.3 Provide a process for independently measuring and reporting on broadband speeds; and
  - 2.1.4 Provide a process for Code certification, monitoring and compliance.

### 3. Scope

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

### 4. Exclusions from Scope

- 4.1 This Code does not apply to tailored or bespoke Broadband Plans, business Broadband Plans or dial-up services.
- 4.2 This Code does not define the detailed Broadband Testing Methodology (BTM) for testing and measuring broadband services.

### 5. Principles

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

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

## C. OFFER SUMMARY FOR CONSUMERS

### 6. Overview

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

### 7. Information to disclose

- 7.1 The Offer Summary must include the following information (where applicable):
  - 7.1.1 **Service Overview:**
    - a. **Service description** – a brief summary of what the service includes, whether the plan is only available as part of a bundle (and what that bundle contains), or whether it is available standalone.
    - b. **Availability** - including limitations such as network and technology coverage.
    - c. **Service Charge** - recurring or other charges, and the data allowance that applies. You may also include any special conditions for pricing that apply.
    - d. **Additional Data** - validity period for data allowance and any consequences of overage (e.g. cost for additional data, throttling etc.).
    - e. **Set Up Charge** – refer to clause 10.1.2 for the types of charges you may need to disclose.
    - f. **Average Speed** – information about speed as detailed in section D.
    - g. **Access Type** – the type and description of the access technology as per the examples in Appendix B.
  - 7.1.2 **Other Information:**
    - h. **Minimum Contract Period** – the minimum contract period/s, that apply to the Broadband Plan.
    - i. **Early Termination Fees** – the Consumer's cost to terminate the contract before the minimum contract period finishes.
    - j. **Notice period** – length of notice the Customer must provide outside of the minimum contract period.
    - k. **Traffic Management Policy** - circumstances in which traffic management may apply and the effect this may have on Customers. Suggested wording: "Traffic management policies are in

place in relation to the prioritising and de-prioritising of certain traffic. To read this policy see (insert web link)" and provide a link to the policy.

- l. **Fair Use Policy** - a link to where the Party's Fair Use Policy can be viewed; or if no Fair Use Policy applies to the Broadband Plan, a statement to this effect.
  - m. **Effects on other services** - refer to clause 11.3 for additional information you may need to disclose.
  - n. **Other Charges** – state that additional charges may apply (e.g. non-standard installations, additional in-home technician work performed at time of connection etc.); and provide a link to where the Consumer can find this information.
  - o. **Disputes (TDR membership)** - whether or not the Party is a member of the TDR Scheme, using the phrase: "Party name *is/is not* a member of the Telecommunication Dispute Resolution Scheme" and a link to the TDR website ([www.tdr.org.nz](http://www.tdr.org.nz)).
  - p. **Other Information** - Anything else relevant to the Consumer's purchase of the service.
- 7.2 If the price, or other items in the Offer Summary change after the contract or fixed term period ends, then the Offer Summary must disclose this.
- 7.3 Pricing in the Offer Summary must be the standard charges and shown inclusive of GST.
- 7.4 A disclaimer should be included noting that the Offer Summary is a summary and that the Consumer should read the full Party's terms and conditions.

## 8. Style, format and availability

- 8.1 The Offer Summary must be:
- 8.1.1 Written in consumer friendly language;
  - 8.1.2 In a format that allows it be to printed;
  - 8.1.3 Easily accessible on the Party's website;
  - 8.1.4 Brought to the Consumer's attention on the RSP's Broadband Plan web page;
  - 8.1.5 Available in paper format on request by a Consumer;
  - 8.1.6 Updated whenever the Broadband Plan changes; and
  - 8.1.7 Brought to the Consumer's attention as part of the sign-up process for the Broadband Plan across all sign up channels. The Offer Summary must be brought to the Consumer's attention in different sales channels as follows:
    - a. **Door to Door** - The Consumer must be informed that the Offer Summary is available on the website. The Offer Summary must be available for the Consumer to view if requested.
    - b. **In-Store** - The Consumer must be informed that the Offer Summary is available on the website. The Offer Summary must be available for the Consumer to view if requested.
    - c. **Inbound and Outbound Calls** - The Consumer must be informed that the Offer Summary is available on the website.
    - d. **Website/Online** - A link to the Offer Summary should be presented to the Consumer as part of the sign up process.
- 8.2 A single Offer Summary document can cover multiple Broadband Plans provided that the:
- 8.2.1 Access Type is the same;
  - 8.2.2 Average Speed is the same; and
  - 8.2.3 Information can be presented in a way which allows Consumers to understand and compare different Broadband Plans.

## D. OTHER INFORMATION DISCLOSURE REQUIREMENTS

### 9. Information about speed

- 9.1 The requirements in this clause are not applicable until such time as the Broadband Testing Methodology is operational; and only apply to the broadband internet service. The requirements do not apply to services that may be delivered over that broadband connection (e.g. TV, VoIP).
- 9.2 For each Broadband Plan, Parties must provide Consumers with a link to information about broadband download and upload speeds using the following terminology and descriptions:
- 9.2.1 **Average Speed (download):** The average measured download speed; and
  - 9.2.2 **Average Speed (upload):** The average measured upload speed.
- 9.3 Information about Average Speeds in the Offer Summary must be accompanied by:
- 9.3.1 A link to the external reporting information described in 14.1;
  - 9.3.2 The date at which the speed measurement was reported; and
  - 9.3.3 A description of the source and a qualifier which states that "Speeds shown are average measured across existing customers. The speed you receive could be different."
- 9.4 The Average Speed measures must not be more than six months old.
- 9.5 If no Average Speed measurement information is available (e.g. for new or smaller plans), then the Offer Summary must instead state: "Average Speed measurement information currently not available."

### 10. Information about price

- 10.1 Parties must ensure that the pricing information below is accessible to Consumers as well as all the price elements listed in clause 7.1 (where applicable):
- 10.1.1 **Service Charges:**
    - a. Pro-rating.  
Any pricing variation e.g. where the recurring charge is different for different geographic locations etc.
    - b. Per use variations e.g. for peak/off peak times (timing) or regional.
    - c. Traffic which is excluded from use charges and/or does not count towards data allowances.
    - d. Data banking (carrying over) e.g. where unused data can be rolled over, whether the rollover can be cumulative or finite and any conditions of use.
    - e. Promotional pricing e.g. where customers are offered a discount or bonus for a period.
    - f. Price adjustments and how these will flow through to Consumers e.g. Wholesale costs, Consumer price index/indexing, taxation.
  - 10.1.2 **Set Up Charges:**
    - a. Home Installation and wiring services e.g. Options and prices for home point to point wiring installation, CPE/Wi-Fi set ups etc. and installation costs e.g. self-install vs. technician and any exceptions (e.g. non-standard installations).
    - b. CPE equipment price.
  - 10.1.3 **Contract Information:**
    - a. Minimum contract period and associated requirements.

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

#### 10.1.4 Other Charges:

- a. Plan change charges e.g. penalty charges involved with changing between different plans.
- b. Pre-Installation Cancellation charges.
- c. Customer moves e.g. moving installed equipment, address etc.
- d. Other provider switching charges e.g. device unlocking.

## 11. Other information for Consumers

11.1 This section sets out other information Parties must make available to Consumers either on their website or via links to third party information.

11.2 **Issues that may impact Broadband speed:** Information about issues outside the RSP's control which may impact the Customer's Broadband speed, such as:

#### 11.2.1 Within the premises:

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

#### 11.2.2 Within the access network:

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

#### 11.2.3 Internet performance outside the RSP:

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

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

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

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

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

11.4.1 Data use; and

11.4.2 Any material changes to service.

## 12. Disclosure of Broadband Speeds in Advertising

- 12.1 This clause does not come into force until such time as the Broadband Testing Methodology is operational.
- 12.2 If advertising uses any numerical representation of broadband speed, then the RSP must also prominently use the Average Speed, including the phrase “*The Average Speed for customers on this plan is xMbps*”; as well as the statement: “*Broadband speeds can be affected by many factors outside your provider’s control. See website for details*”.
- 12.3 For the avoidance of doubt, where a Party references a number in the name of their product e.g. Plan 100, this number is not considered a representation of speed and is therefore not subject to clause 12.2.

## E. BROADBAND TESTING METHODOLOGY

### 13. Overview

- 13.1 The Broadband Testing Methodology (BTM), together with criteria for what services should be tested will be defined in the separate BTM Operations Manual.
- 13.2 The TCF Board is responsible for selecting the Measurement Entity to perform the broadband testing specified in the BTM Operations Manual.
- 13.3 Although there is a presumption that speed will be measured separately for each Broadband Plan, this is not necessary where the broadband speed is unlikely to vary between plans delivered across the same access type (e.g. in situations where plans are only differentiated by the size of the data caps and where the same traffic management policies are applied in an identical manner across the related Broadband Plans).
- 13.4 Parties must ensure that Broadband Plans which meet the criteria for the Broadband Testing Methodology are available to be measured by the Measurement Entity.
- 13.5 Parties must not alter the configuration of their network to produce a more positive test result that is inconsistent with the average user experience.

### 14. Broadband Test Results for Consumers

- 14.1 In addition to measuring and providing reporting on average download and upload speeds, the Measurement Entity will provide a consumer focussed website containing information about measured speeds. This will include, but not necessarily be limited to, the following additional measures (unless otherwise agreed as part of the BTM Operations Manual):
  - 14.1.1 **Busy Time throughput rate:** Average measured Broadband speed when downloading a standard website during the busy time;
  - 14.1.2 **Busy Time:** The period, specific to each RSP, when statistically the network is most busy; and
  - 14.1.3 **Latency:** Average measured round trip time of a data packet between the Customer and a distant end point.

## **F. CODE COMPLIANCE & ADMINISTRATION**

### **15. Compliance with the Law and Other Codes**

- 15.1 Compliance with this Code provides a framework for all Parties to act in accordance with New Zealand legal and regulatory obligations. Industry participants including Parties to this Code have an obligation to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as other applicable industry standards or Codes.
- 15.2 In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.
- 15.3 It is the responsibility of the Parties to this Code to be fully conversant with the latest version of this Code, and to ensure that they are compliant at all times.

### **16. Compliance with this Code**

- 16.1 This Code will take effect three (3) months from the date the Code is endorsed by the TCF.
- 16.2 The TCF Code Compliance Framework (CCF) applies to the ongoing monitoring and compliance management of this Code. By becoming a Party to this Code, Parties agree to comply with and are bound by the terms of the CCF in relation to the performance of their obligations under this Code. Defined terms in this section refer to CCF Defined Terms.
- 16.3 For the purposes of the self-certification requirements under the CCF, the Parties are required to certify they comply with clauses 7, 8, 9 and 12 of this Code.
- 16.4 Proof of compliance for clause 9 of this Code is to be sourced from the Measurement Entity.
- 16.5 Without limiting each Party's obligations, parties to this Code must keep information they deem necessary to show their compliance with this Code, should it be required.
- 16.6 Complaints relating to the content of advertising shall be directed to the appropriate body and will not be dealt with under the TCF CCF.

### **17. Code Administration**

- 17.1 This Code will be amended in accordance with the TCF's Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF via [www.tcf.org.nz/contact](http://www.tcf.org.nz/contact).
- 17.2 Any enquiries or advice in relation to this Code can be made at [www.tcf.org.nz/contact](http://www.tcf.org.nz/contact).

## APPENDIX A: BROADBAND MEASUREMENT METHODOLOGY PRINCIPLES

When developing the methodology for measuring and reporting on broadband speeds, the following guiding principles will be used.

1. The methodology will be indicative of the New Zealand end-user's internet experience measuring end points diverse enough to represent the experience of New Zealand internet users.
2. The methodology will ensure comparability between different providers, eliminating to the extent possible non-comparable performance factors.
3. The sample population for each Broadband performance metric is of sufficient size to provide a realistic interpretation of the ISP's average performance.
4. The testing methodology is sufficiently frequent to capture an ISP's performance for an average period.
5. Implementation of testing methodology must account for peak and off-peak periods including: peak and off-peak times, including impacting events such as public holidays, service outages and end-point server problems etc.
6. Testing will be geographically dispersed accounting for the provider's Customer base.

## APPENDIX B: ACCESS TYPE DESCRIPTIONS

When describing the Access Type in the Offer Summary, the following terms must be used. Other access technologies can be described but must use the same basic format:

- **ADSL** for ADSL, ADSL2 etc
- **VDSL** for VDSL access
- **Cable** for cable hybrid fibre coax (HFC) access
- **UFB x/y** for UFB access replacing x with the downstream speed and y for the upstream speed, eg UFB 100/50.

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## APPENDIX C:

### OFFER SUMMARY TEMPLATE

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

<b>OFFER SUMMARY for RSP + Plan/Package Name</b>									
<b>Service Overview</b>									
<b>Service Description</b>	<i>Brief summary of what this Broadband Plan includes.</i>								
<b>Availability</b>	<i>Include limitations on availability such as geographic or technology related coverage.</i>								
<b>Service Charge</b>	<table border="0"> <thead> <tr> <th><b>Charge</b></th> <th><b>Monthly data allowance</b></th> </tr> </thead> <tbody> <tr> <td><i>\$XX per month</i></td> <td><i>XXGB</i></td> </tr> <tr> <td><i>\$XX per month</i></td> <td><i>XXGB</i></td> </tr> <tr> <td><i>\$XXX per month</i></td> <td><i>XXXGB</i></td> </tr> </tbody> </table> <p><i>You may write any special conditions relating to pricing here, rather than in the Other Information section below. E.g. any variation based on region, date pricing effective from.</i></p>	<b>Charge</b>	<b>Monthly data allowance</b>	<i>\$XX per month</i>	<i>XXGB</i>	<i>\$XX per month</i>	<i>XXGB</i>	<i>\$XXX per month</i>	<i>XXXGB</i>
<b>Charge</b>	<b>Monthly data allowance</b>								
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<i>\$XX per month</i>	<i>XXGB</i>								
<i>\$XXX per month</i>	<i>XXXGB</i>								
<b>Additional Data Charges</b>	<table border="0"> <tbody> <tr> <td><i>XXGB and XXGB plans</i></td> <td><i>\$X.00 per GB</i></td> </tr> <tr> <td><i>XXXGB and XXXGB plans</i></td> <td><i>\$0.X0 per GB</i></td> </tr> </tbody> </table> <p><i>Information about the data allowance billing cycle and the costs and/or implications for the customer if they exceed the monthly data allowance.</i></p>	<i>XXGB and XXGB plans</i>	<i>\$X.00 per GB</i>	<i>XXXGB and XXXGB plans</i>	<i>\$0.X0 per GB</i>				
<i>XXGB and XXGB plans</i>	<i>\$X.00 per GB</i>								
<i>XXXGB and XXXGB plans</i>	<i>\$0.X0 per GB</i>								
<b>Set Up Charge</b>	<i>Summary of any set up charges that apply. Also reference 'Other Charges' if applicable.</i>								
<b>Average Speed</b>	<p>The average speed as measured and reported by <i>[insert Measurement Entity Name]</i> on <i>dd month yy</i>.</p> <p><b>Download speed <i>XX Mbps</i></b>  <b>Upload speed <i>XX Mbps</i></b>  <i>[Or... Average Speed measurement information currently not available]</i></p> <p>Broadband speeds can be affected by many factors. For more information about this visit <i>[insert link]</i></p> <p>Speeds shown are average measured across existing customers by <i>[Measurement Entity]</i>. The speed you receive could be different.</p>								
<b>Access type</b>	<i>e.g. ADSL</i>								
<b>Other Information</b>									
<b>Minimum Contract Period</b>	<i>State the minimum contract term/s that applies.</i>								
<b>Early Termination Fee</b>	<i>State the cost/formula associated with early termination of the contract.</i>								
<b>Notice period</b>	<i>State the notice period the Customer is required to comply with.</i>								
<b>Other Requirements</b>	<i>State any other requirements associated with the plan. For example, whether the Broadband Plan requires Customers to also have other services such as landline and tolls with the RSP and other (full) terms and conditions that apply. .</i>								
<b>Traffic Management</b>	<i>Provide a brief statement about your traffic management policy. E.g. We have a traffic management policy in place in relation to the prioritizing and reprioritising of certain traffic. To read this policy see <i>[insert link]</i>.</i>								
<b>Fair Use</b>	<i>Provide a link to your Fair Use Policy.</i>								
<b>Effects on other services</b>	<i>Provide information about the possible effect the Broadband Plan may have on services which rely on a fixed line connection to function. E.g. Operation of voice services, medical alarms, monitored security alarms, payTV on demand services;</i>								

	<i>If a voice service is provided as part of the Broadband Plan, and where that voice service relies on the underlying broadband service to function, advise that the voice service will not be available in the event of a broadband service interruption. Advise that the voice service will not be available during a power outage unless the Consumer has a battery back-up service in their home. Include an explicit statement that they will not be able to make calls to emergency services in the event that the voice service is not available.</i>
<b>Other charges</b>	<i>e.g. Additional charges may apply for items such as non-standard installations, additional in-home technician work performed at time of connection etc. For more information visit [insert link]</i>
<b>Disputes</b>	<i>Statement about the status of your Telecommunication Dispute Resolution scheme membership. i.e. RSP name is/is not a member of the Telecommunication Dispute Resolution scheme <a href="http://www.tdr.org.nz">www.tdr.org.nz</a>.</i>

*State that prices quoted are inclusive of GST.*

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

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## OFFER SUMMARY TEMPLATE (EXAMPLE POPULATED)

<p style="text-align: center;"><b>LOGO</b></p> <p style="text-align: center;"><b>Exemplenet's Residential Home Broadband Packages</b></p> <p style="text-align: center;"><b>OFFER SUMMARY</b></p>		
<b>SERVICE OVERVIEW</b>		
<b>Service Description</b>	Broadband rental, Home Phone line and unlimited local calls. Free premium services: Yahoo! Email and McAfee security suite.	
<b>Availability</b>	Broadband not available everywhere. See coverage map for details [link]	
<b>Service Charge</b>	<b>Charge</b>	<b>Monthly data allowance</b>
	<b>\$70* per month</b>	<b>15GB</b>
	<b>\$80* per month</b>	<b>50GB</b>
	<b>\$90* per month</b>	<b>150GB</b>
	<b>\$110* per month</b>	<b>500GB</b>
<p>* Prices stated are for most of Auckland, Wellington and Christchurch suburbs. Outside of these areas, add \$8 per month.</p> <p>Prices are current as at 15 March 2013 and are subject to change. To see current pricing please see our <a href="#">home broadband packages [link]</a>.</p>		
<b>Additional Data Charges</b>	<b>15GB and 50GB plans</b>	<b>\$1.20 per GB</b>
	<b>150GB and 500GB plans</b>	<b>\$0.70 per GB</b>
	If you prefer, you can choose to limit your speed once you reach your monthly allowance and you'll never pay any extra for data.	
<b>Set Up Charge</b>	<b>Open term contract</b>	Standard Broadband connection fee of \$99 applies and you will have to provide your own modem.
	<b>12 month contract</b>	Free wireless modem and a free standard connection.
	See 'Other Charges' for additional setup charges which may apply	
<b>Average Speed</b>	<p>The average throughput over 24 hours as measured by [Measurement Entity name] and reported on 3<sup>rd</sup> March 2013.</p> <ul style="list-style-type: none"> <li>• <b>Download speed 5 Mbps</b></li> <li>• <b>Upload speed 3 Mbps</b></li> </ul> <p>Broadband speeds can be affected by many factors. For more information about this visit [link]</p> <p>Speeds shown are average measured across existing customers by [Measurement Entity name]. The speed you receive could be different.</p>	
<b>Access type</b>	ADSL	

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

All prices quoted are inclusive of GST.

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