



New Zealand Telecommunications Forum

Code for Broadband Product Disclosure Information

(“Broadband Product Disclosure Code”)

DOCUMENT VERSION:	
Code Status:	Final Approved
Code Classification:	Mandatory Code
Date:	7 April 2022
Review Status:	The Code will be reviewed no later than 12 months after the Code comes into effect.

© 2022 The New Zealand Telecommunications Forum Inc. Except as provided by the Copyright Act 1994, no part of this material may be reproduced or stored in a retrieval system in any form or by any means without the prior written permission of the New Zealand Telecommunications Forum Inc.

Introductory Statement / Executive Summary

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

Background

The rollout of UFB and other broadband networks in New Zealand over the previous decade has benefitted Consumers who can choose from a range of different Broadband Plans from a multitude of providers, offered over a range of access technologies.

To reduce complexity for Consumers when choosing a Broadband Plan, the TCF introduced a Code to ensure Retail Service Providers describe their plans (including such factors as access speed, traffic shaping, price etc.) in a similar way.

This benefits Consumers because:

- Consumers 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;
- Consumers can understand which factors of performance are caused by factors outside the Retail Service Provider's control such as limitations of internal home wiring, the nature of the internet, the devices that Consumers use etc.
- Retail Service Providers can convey genuine advantages of the plans they offer by using a standard way of describing these benefits that Consumers can understand;
- Industry can minimise risks under the Fair Trading Act and other relevant legislation as Consumers are less likely to feel misled by the way in which Broadband Plans have been described;

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 informed choices about their options.

Other relevant Codes

- The TCF Broadband Marketing Code sets out the requirements when marketing broadband services to Consumers, to ensure they are given clear, accurate and up-to-date information about the technical and performance characteristics of broadband Telecommunication Services available in New Zealand.
- The Commerce Commission 111 Contact Code sets out requirements on providers of retail landline services to inform Consumers of the options available to contact the 111 emergency service in the event of a power failure (including information on what telecommunications technologies and devices may not work in power failure).

Anticipated benefits for Consumers

- Clarity on the key features of Broadband Plans offered by Retail Service Providers.
- Easily comparable Broadband Plans between Retail Service Providers.
- Increased awareness of the range of access technologies available today (e.g. Fibre, VDSL, ADSL, cable, fixed wireless, and satellite) to connect to the internet, and the likely speed they can expect to receive, both generally and at peak times.
- Increased awareness of the costs associated with a Broadband Plan, for example using excess data, cancelling a contract early.

- Increased knowledge of factors that can impact broadband performance and effects of some broadband products on other services (e.g. medical alarms, ability to call 111 in a power cut).

Anticipated benefits for Industry

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

Broadband Plans Covered

This Code applies to mass market Broadband Plans offered over fibre, fixed wireless, WISPs, cable, copper (ADSL and VDSL) and satellite technologies only.

Broadband Performance Information

The Commerce Commission has a monitoring programme, which aims to provide Consumers with independent information on broadband performance across different providers, plans and technologies, to help them choose the best broadband for their household. Industry Broadband Performance Information is provided by an Independent Test Provider and managed by the Commerce Commission.

Code Revision

This is the second iteration of this Code. The main updates since the first version which was released 2013 have been to include fixed wireless, WISP and satellite access within the scope, and to update references to Broadband Performance Information to reference the Commerce Commission's Measuring Broadband New Zealand programme. The clauses relating to Code compliance and monitoring have also been updated.

CONTENTS

A. DEFINED TERMS	5
B. INTRODUCTION	6
1. PURPOSE	6
2. OBJECTIVES	6
3. APPLICATION	6
4. IMPLEMENTATION	6
5. SCOPE	6
6. EXCLUSIONS FROM SCOPE	7
7. PRINCIPLES	7
C. OFFER SUMMARY FOR CONSUMERS	7
8. OVERVIEW	7
9. INFORMATION TO DISCLOSE	7
10. STYLE, FORMAT AND AVAILABILITY	9
D. OTHER INFORMATION DISCLOSURE REQUIREMENTS	10
11. INFORMATION ABOUT BROADBAND PLAN PERFORMANCE	10
12. INFORMATION ABOUT PRICE	10
13. OTHER INFORMATION FOR CONSUMERS	11
E. CODE COMPLIANCE & ADMINISTRATION	11
14. CODE COMPLIANCE WITH RELATED OBLIGATIONS	11
15. TCF CODE COMPLIANCE FRAMEWORK OBLIGATIONS	12
16. MONITORING	12
17. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE	13
APPENDIX A:	14
OFFER SUMMARY TEMPLATE	14
OFFER SUMMARY TEMPLATE (EXAMPLE POPULATED)	16
APPENDIX B:	19
TRAFFIC MANAGEMENT AND SERVICE RESTRICTION DEFINITIONS	19
18. OVERVIEW	19
19. DEFINITIONS	19
20. OFFER SUMMARY STATEMENT	20
21. TRAFFIC MANAGEMENT STATEMENT	20
22. SERVICE RESTRICTIONS STATEMENT	21
23. SAMPLE CONSUMER COMMUNICATION	21

A. DEFINED TERMS

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

Access Type	means the type of technology used to deliver a Broadband Plan.
Billing Relationship	means a relationship where the Retail Service Provider has a bona fide contractual right to charge the Customer for any chargeable activity relating to the provision of broadband services.
Broadband Performance Information	means the set of data included in the Offer Summary (as per clause 11) that provides the Consumer with information about that Broadband Plan's performance as measured and reported by the Independent Test Provider.
Broadband Plan	means a mass market residential plan provided by a Retail Service Provider for broadband internet services.
Code	means this Code for Broadband Product Disclosure Information.
Consumer	means a person who is a potential or current Customer of a Retail Service Provider. A reference to a Consumer includes a reference to a Customer.
Customer	means a person who has a bona fide Billing Relationship with a Retail Service Provider in respect of a Broadband Plan. The Customer is the end user (i.e. not a wholesale customer).
Independent Test Provider (ITP)	means the independent organisation performing the broadband performance measuring and reporting on behalf of the Commerce Commission. The Independent Test Provider's reporting is published in the quarterly Measuring Broadband New Zealand (MBNZ) reports.
Measuring Broadband New Zealand (MBNZ)	Means the programme the Commerce Commission has established to provide Consumers with independent information on broadband performance across different technologies, providers and plans based on reporting by the Independent Test Provider.
Offer Summary	means a defined set of information about a Broadband Plan/s prepared by a Retail Service Provider for Consumers in accordance with section C of this Code.
Party / Parties	means a Retail Service Provider who has agreed to be bound by this Code.
Retail Service Provider/s (RSPs)	means a retail provider of telecommunications services including Broadband Plans 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 retail providers of Broadband Plans (Retail Service Providers) with minimum standards for the disclosure of information about their Broadband Plans to enable Consumers to make easier comparisons between different offers and to promote competition.

2. Objectives

- 2.1 The objectives of this Code are to:
 - 2.1.1 Specify minimum standards for the disclosure of information to Consumers about Broadband Plans.
 - 2.1.2 Simplify disclosure of information for Consumers so that they can compare and understand Broadband Plans.
 - 2.1.3 Standardise terminology used by RSPs when describing aspects of a Broadband Plan.
 - 2.1.4 Improve Consumer awareness of the Commerce Commission's MBNZ programme for measuring industry broadband performance.
 - 2.1.5 Provide a process for Code certification, monitoring and compliance.

3. Application

- 3.1 This Code applies to mass market Broadband Plans offered over fibre, fixed wireless, WISPs, cable, copper (ADSL and VDSL) and satellite technologies only.

4. Implementation

- 4.1 This Code was approved by the TCF Board on 7 April 2022.
- 4.2 This Code will take effect three months from the approval date.

5. Scope

- 5.1 This Code applies to RSPs who are Parties to this Code.
- 5.2 This Code governs Broadband Plans provided to Consumers to assist them with comparing different broadband product offerings. This Code:
 - 5.2.1 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'.
 - 5.2.2 Sets out the principles that Parties must comply with when disclosing information to Consumers.
 - 5.2.3 Applies to standalone Broadband Plans and when a Broadband Plan is sold as part of a wider product bundle.
 - 5.2.4 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.

6. Exclusions from Scope

6.1 This Code does not apply to:

- 6.1.1 tailored or bespoke Broadband Plans, business Broadband Plans or dial-up services;
- 6.1.2 Mobile Broadband Plans.

7. Principles

7.1 Parties to this Code agree to abide by the following principles which describe how they will approach providing information about their Broadband Plans to Consumers.

- 7.1.1 **Accessible:** Make information clear, readable, easy to understand and clearly accessible on Retail Service Providers' websites.
- 7.1.2 **Appropriate:** Provide the right level of information at the right point in time.
- 7.1.3 **Comparable:** Use clear, standardised terms and language to allow for easy comparison.
- 7.1.4 **Current:** Keep information up to date.
- 7.1.5 **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.
- 7.1.6 **Transparent:** Describe clearly Broadband Plan features and price, including any restrictions. Any claims about performance must be able to be substantiated.

C. OFFER SUMMARY FOR CONSUMERS

8. Overview

- 8.1 To allow Consumers to easily compare Broadband Plans, Parties must provide a summary of information for each Broadband Plan, called an '**Offer Summary**'.
- 8.2 The Offer Summary does not need to be updated to reflect limited time special promotions (including pricing offers), provided that this promotional offer results in terms that are advantageous to Consumers compared to those shown in that Broadband Plan's Offer Summary.
- 8.3 The Offer Summary must use the terminology and list the information in the order shown in clause 9.1 and Appendix A of this Code.

9. Information to disclose

9.1 The Offer Summary must include the following information (where applicable):

9.1.1 **Service Overview:**

- a. **Service description** – a brief summary of what the service includes, whether the Broadband Plan is only available as part of a bundle (and what that bundle contains), or whether it is available on a standalone basis.
- b. **Availability** – including limitations such as network and technology coverage.
- c. **Service Charge** – recurring or other charges, the data allowance as well as any special conditions for pricing that apply.
- d. **Additional Data** – validity period for data allowance and any consequences of overage (e.g. cost for additional data, throttling etc.).

- e. **Set Up Charge** –Up-front charges.
 - f. **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.
- 9.1.2 **Broadband Performance Information:**
- g. **Performance** – information about how to access the Broadband Plan’s measured broadband performance (“Broadband Performance Information”) as set out in clause 11.
 - h. **Access Type** –
 - i. The type of access technology used to deliver the broadband service as per the list of Access Types published on the TCF’s website.
 - ii. A link to where the Consumer can find more information about the different Access Types.
 - iii. For DSL technologies, a link to where the Consumer can get an estimate of the capability of their individual line.
- 9.1.3 **Other Information:**
- i. **Minimum Contract Period** – the minimum contract period/s, that apply to the Broadband Plan.
 - j. **Early Termination Fees** – the cost to terminate the contract before the minimum contract period finishes.
 - k. **Notice period** – the length of notice that must be provided outside of the minimum contract period.
 - l. **Other Requirements** – State any other requirements associated with the plan. For example, whether the Broadband Plan requires Consumers to also have other services such as landline and tolls with the RSP and provide a link to other (full) terms and conditions if they apply.
 - m. **Traffic Management Policy** – circumstances in which traffic management may apply and the effect this may have. Suggested wording: “A traffic management policy is in place which may influence your broadband performance at busy times. See [insert web link] for more details.” and provide a link to where to find a more detailed description of the traffic management policy. Refer to Appendix B for guidance on what should be included.
 - n. **Service Restrictions** – state if service restrictions apply on the service and provide a link to a Statement which provides more information. Refer to Appendix B for guidance on what should be included.
 - o. **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. Refer to Appendix A for guidance on what should be included.
 - p. **Effects on other services** – refer to clause 13.2 for additional information you may need to disclose e.g. fibre or wireless will not work in a power outage.
 - q. **Complaints** – Parties must include reference to their own Customer complaints process.

- r. **Disputes** – Parties who are members of the Telecommunication Dispute Resolution (TDR) Scheme they must disclose that information, and include a link to the TDR website (www.tdr.org.nz). If a Party is not a member of the TDR Scheme then they must provide information on how a Customer may raise a dispute through the Disputes Tribunal.
 - s. **Other Information** – Anything else relevant to the Consumer in considering purchase of the service. If there is no additional information relevant to the Consumer then this item does not need to be included in the Offer Summary.
- 9.2 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.
- 9.3 Pricing in the Offer Summary must be the standard charges and shown inclusive of GST.
- 9.4 Where the full terms and conditions comprise additional information than is contained in the Offer Summary, then a disclaimer should be included noting that the Offer Summary is a summary and that the Consumer should read the Party's full terms and conditions, and provide a link to where this information can be found.

10. Style, format and availability

- 10.1 The Offer Summary must be:
- 10.1.1 Written in Consumer-friendly language;
 - 10.1.2 In a format that allows it to be printed;
 - 10.1.3 Easily accessible on the Party's website;
 - 10.1.4 Brought to the Consumer's attention on the RSP's Broadband Plan web page;
 - 10.1.5 Available in paper format on request by a Consumer;
 - 10.1.6 Updated whenever the Broadband Plan changes (excluding limited time special promotions as per clause 8.2); and
 - 10.1.7 Brought to the Consumer's attention before sign-up for the Broadband Plan across all sales channels. Specifically, the Offer Summary must be brought to the Consumer's attention in the various sales channels as follows:
 - a. **Door to Door and In-Store** – The Consumer must be informed that the Offer Summary is available on the website and it must be available for the Consumer to view.
 - b. **Inbound and Outbound Calls** – The Consumer must be informed that the Offer Summary is available on the website.
 - c. **Website/Online** – A link to the Offer Summary must be presented to the Consumer as part of the sign-up process.
- 10.2 A single Offer Summary document can cover multiple Broadband Plans provided that the:
- 10.2.1 Access Type is the same;
 - 10.2.2 The Broadband Performance Information to be shown on the Offer Summary is the same, or where the Broadband Performance Information is not yet available, is likely to be the same; and
 - 10.2.3 Information can be presented in a way which allows Consumers to understand and

compare different Broadband Plans.

D. OTHER INFORMATION DISCLOSURE REQUIREMENTS

11. Information about Broadband Plan performance

- 11.1 Numerical speed indications do not need to be included in the Offer Summary, but if numerical speed indicators are given for the Broadband Plan, these must be provided on the basis of the National Average Peak Time Speed (NPTAS), and in a way that enables meaningful comparison of services.
- 11.2 For each Broadband Service, the Offer Summary must provide a link to where the Consumer can find more information about performance. This could be on the RSP's own website or by linking directly to the Commerce Commission Measuring Broadband New Zealand results where these are available for the plan. Example wording: *"See Measuring Broadband NZ for independent information on broadband performance across different providers, services and technologies"*.

12. Information about price

- 12.1 Parties must ensure that the pricing information below is accessible to Consumers, as well as all the price elements listed in clause 9.1 (where applicable):

12.1.1 Service Charges:

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

12.1.2 Set Up Charges:

- a. Up-front charges, for example:
 - 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).
 - Customer premises equipment price.

12.1.3 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.

12.1.4 Other Charges:

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

13. Other information for Consumers

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

13.2 Other factors that may impact the broadband service and/or other services which rely on the broadband connection:

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

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

13.3.1 Data use; and

13.3.2 Any material changes to the broadband service.

E. CODE COMPLIANCE & ADMINISTRATION

14. Code compliance with related obligations

14.1 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.

14.2 In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986, Consumer Guarantees Act 1993 and the Privacy Act 2020.

14.3 In the event of any inconsistency between this Code, any relevant legislation, and any Commerce Commission determinations and Codes, this inconsistency will be resolved in the following (descending) order of precedence:

14.3.1 Legislation;

14.3.2 Commerce Commission Determinations and Codes;

14.3.3 This Code.

14.4 RSPs must comply with the following existing obligations:

14.4.1 Commerce Commission 111 Contact Code.

15. TCF Code Compliance Framework obligations

15.1 The TCF, through its Code Compliance Framework (CCF) has the overall responsibility of ensuring that Code Signatories abide by the obligations set out in this Code.

15.2 The TCF CCF applies to the ongoing monitoring and compliance of this Code. By becoming a Code Signatory, Parties agree to comply with and are bound by the terms of the CCF and obligations set out in this Code.

15.3 The CCF's Complaints management procedures will apply to any allegations of a breach of this Code.

15.4 Self-certification Monitoring and Reporting Requirements

15.4.1 By signing up to this Code, Code Signatories agree to abide by the terms of the CCF and will cooperate in a full and frank manner with the Compliance Officer at all times, participate in good faith in any investigations they may be involved in and adhere to any sanctions levied against them under the CCF in relation to this Code.

15.4.2 In accordance with the CCF, Code Signatories must file initial and annual self-certification forms with the Compliance Officer to demonstrate their initial and ongoing compliance with this Code.

15.4.3 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.

15.4.4 Each Code Signatory must keep information they deem necessary to show their compliance with this Code, should it be required.

15.5 Compliance Issue Management

15.5.1 The TCF CCF Section I sets out the process for dealing with notice of potential breach by a Code Signatory, investigation, sanctions and appeals process.

15.5.2 Parties who may provide notice of a potential breach of the Code to the TCF Code Compliance Officer is set out in s.I cl.28 of the CCF, including TDR who through their Complaints process may notify the Compliance Officer of a potential Code breach by a Code Signatory.

15.6 Telecommunications Act 2001

15.6.1 For the avoidance of doubt, the procedures set out in the CCF are additional to, and not exclusive of, any other rights a Party may have under the Telecommunications Act 2001, at law or in equity and nothing in the CCF will prevent any Party from exercising its rights to raise a dispute directly to the Commerce Commission in accordance with Part 4A of the Telecommunications Act 2001.

16. Monitoring

16.1 The TCF monitors compliance of this Code under the CCF.

16.2 The TCF may request additional information from a Party in relation to their code compliance, including for the purposes of this Code, information regarding Customer notices, complaints process, training or marketing collateral.

16.3 The TCF may undertake a 'mystery shopper' exercise on relevant Consumer marketing material to assess compliance of a Party or investigate any breach of the Code.

16.4 TDR will monitor Customer complaints that relate to the Code and report any issues to the TCF Compliance Officer for further investigate as appropriate.

17. Expiry, revocation and amendment of the Code

17.1 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.

17.2 The Code will be reviewed no later than 12 months after the Code comes into effect, and every two years thereafter as required under the TCF CCF.

APPENDIX A:

OFFER SUMMARY TEMPLATE

The below template is to be used in accordance with Section C of this Code. Content of the template may be amended to reflect the structure of the RSPs' specific Broadband Plans.

OFFER SUMMARY for <i>RSP + Plan/Package Name</i>		
Service Overview		
Service Description	<i>Brief summary of what this Broadband Plan includes.</i>	
Availability	<i>Include limitations on availability such as geographic or technology related coverage.</i>	
Service Charge	Charge	Monthly data allowance
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>\$XX per month</i>	<i>XXGB</i>
	<i>You may write any special conditions relating to pricing here, rather than in the Other Information section below. E.g. any variation based on region, date pricing effective from.</i>	
Additional Data Charges	<i>XXGB and XXGB plans</i>	<i>\$X.00 per GB (price once data allocation reached)</i>
	<i>XXGB and XXGB plans</i>	<i>\$X0.0 per GB (price once data allocation reached)</i>
	<i>Information about the data allowance billing cycle and the costs and/or implications for the Consumer if they exceed the monthly data allowance.</i>	
Set Up Charge	<i>Summary of any set up charges that apply. Also reference 'Other Charges' if applicable.</i>	
Other charges	<i>E.g. Additional charges may apply for items such as non-standard installations, additional in-home technician work performed at time of connection etc. For more information visit [insert link]</i>	
Broadband Performance		
<i>Example wording: See Measuring Broadband NZ for independent information on broadband performance across different providers, plans and technologies". [link to the Commerce Commission's MBNZ consumer dashboard.]</i>		
<i>Broadband performance can be affected by many factors and the broadband speeds you experience could be different. For more information about this visit [insert link]</i>		
Access Type	<i>e.g. As per clause 9.1.1</i>	
	<i>For more information about the different access types visit [insert link]</i>	

[For DSL access technology: For an estimate of the DSL speed at your premise visit [insert link]

Other Information	
Minimum Contract Period	<i>State the minimum contract term/s that applies.</i>
Early Termination Fee	<i>State the cost/formula associated with early termination of the contract.</i>
Notice period	<i>State the notice period the Consumer is required to comply with.</i>
Other Requirements	<i>State any other requirements associated with the plan. For example, whether the Broadband Plan requires Consumers to also have other services such as landline and tolls with the RSP and other (full) terms and conditions that apply.</i>
Traffic Management	<i>Provide a brief statement about your traffic management policy. E.g. We have a traffic management policy in place which may influence your broadband performance at busy times. See [insert link] for more details</i>
Service Restrictions	<i>Provide a brief statement about your service restrictions. E.g We have some service restrictions which may impact certain types of Consumers. See [insert link statement (see below example)] for more details.</i>
Fair Use	<i>Provide a link to your Fair Use Policy.</i>
Effects on other services	<i>Provide information about the possible effect the Broadband Plan may have on services which rely on a broadband 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>
Complaints	<i>Parties must include reference to their own Customer complaints process.</i>
Disputes	<i>Parties who are members of the Telecommunication Dispute Resolution (TDR) Scheme they must disclose that information, and include a link to the TDR website (www.tdr.org.nz). If a Party is not a member of the TDR Scheme then they must provide information on how a Customer may raise a dispute through the Disputes Tribunal.</i>
Other Information	<i>Anything else relevant to the Consumer in considering purchase of the service.</i>

State that prices quoted are inclusive of GST.

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

OFFER SUMMARY TEMPLATE (EXAMPLE POPULATED)

LOGO Exemplenet's Residential Home Broadband Packages OFFER SUMMARY		
SERVICE OVERVIEW		
Service Description	Broadband rental, Home Phone line and unlimited local calls. Free premium services: Yahoo! Email and McAfee security suite.	
Availability	Broadband not available everywhere. See coverage map for details [link]	
Service Charge	Charge	Monthly data allowance
	\$70* per month	15GB
	\$80* per month	50GB
	\$90* per month	150GB
	\$110* per month	500GB
<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 [date] and are subject to change. To see current pricing please see our home broadband packages [link].</p>		
Additional Data Charges	15GB and 50GB plans	\$1.20 per GB once you have [used or reached?] your allocated data allowance
	150GB and 500GB plans	\$0.70 per GB once you have [used or reached?] your allocated data allowance
	If you prefer, you can choose to limit your speed once you reach your monthly allowance and you'll never pay any extra for data.	
Set Up Charge	Open term contract	Standard Broadband connection fee of \$99 applies and you will have to provide your own modem.
	12 month contract	Free wireless modem and a free standard connection.
	See 'Other Charges' for additional setup charges which may apply	
Other charges	<p>A broadband wiring charge of \$199 may apply if, for example, you have an alarm or more than five phone jack-points in use.</p> <p>Additional charges may apply for items such as non-standard installations, additional in-home technician work performed at time of connection etc. For more information visit [link]</p>	

BROADBAND PERFORMANCE INFORMATION	
	<p>See <i>Measuring Broadband NZ for independent information on broadband performance across different providers, plans and technologies</i>". [link to the Commerce Commission's MBNZ consumer dashboard.]</p> <p>Broadband speeds can be affected by many factors. For more information about this visit [insert link]</p>

Access Type	<p>ADSL For more information about the different access types visit https://www.tcf.org.nz/consumers/broadband/broadband-information/</p> <p>For an estimate of the DSL speed on your line visit [insert link]</p>
--------------------	---

OTHER INFORMATION	
Minimum Contract Period	<p>You can choose from either:</p> <ul style="list-style-type: none"> • Open term; or • 12 month term
Early Termination Fee	If your service is disconnected prior the completion of the minimum contract period, you will be charged an early termination fee of up to \$190. More details here: [link]
Notice period	One month's minimum payment applies to our Home packages and calling plans
Other Requirements	Our Home Packages require you to have all your broadband, landline and toll calling with Exampnet. Exampnet Home Package, Broadband and Residential terms and conditions apply.
Traffic Management	<i>We have a traffic management policy in place which may influence your broadband performance at busy times. See [insert link] for more details [link]</i>
Service restrictions	<i>We have some service restrictions which may impact certain types of Consumers. See [insert link statement] for more details</i>
Fair Use	Read our broadband plan Fair Use policy here: [link]
Effects on other services	<p>Effects on other services</p> <p>Your broadband service requires mains power to operate. If power is not available (e.g. during a local power outage) the broadband, and any services which run over it, may stop working unless you have battery backup in your home.</p> <p>Your Example net 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>
Complaints	Information about our customer complaints process is available here: [link].
Disputes	Exampnet is currently a member of the Telecommunication Dispute Resolution scheme - www.tdr.org.nz .
Other Information	Anything else relevant to the Consumer in considering purchase of the service.

EXAMPLE TRAFFIC MANAGEMENT AND SERVICE RESTRICTION POLICY STATEMENTS:

<p>Example Traffic Management Policy Statement</p> <ul style="list-style-type: none"> • We may slow down peer-to-peer file sharing traffic during the hours of 4pm and 1am. • Our ISP TV service is prioritised at all times so you get the best service experience possible. • [We take our legal obligations seriously and comply with any laws which require us to manage traffic.] <p>Example Service Restriction Policy Statement</p> <ul style="list-style-type: none"> • We block sites on the Digital Child Exploitation Filtering System. • We block sites which we believe to be offering or promoting copyrighted material or which are offering or promoting adult (e.g. pornographic) material. • We block sites which contain terrorist or violent extremist content.

- We use Carrier Grade Network Address Translation (Carrier Grade NAT) technology in our network meaning that your IP address will not be publicly accessible.
- We block both inbound and outbound SMTP traffic as these services are often used for sending spam.
- [We take our legal obligations seriously and comply with any laws which require us to restrict services available to our customers.]

All prices quoted are inclusive of GST.

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

APPENDIX B:

TRAFFIC MANAGEMENT AND SERVICE RESTRICTION DEFINITIONS

18. Overview

- 18.1 These principles underpin industry best practice for Traffic Management outlined to provide end users with transparent information on how an RSP discriminates, restricts or interferes with their traffic, on the basis of commercial rivalry and/or discrimination against another content provider or network operator.
- 18.2 This section has guidance for the interpretation of the Traffic Management and outlines what should be added to the Offer Summary for 'service restrictions', specifically it:
- Defines Traffic Management and describes what will be included in the Code for the Offer Summary Traffic Management section
 - Outlines what will be included in the Offer Summary for service restrictions to make things clearer for Consumers
 - Explains what should be included in the RSP's policy statements (if they need one).
- 18.3 The Offer Summary for 'service restrictions' identifies things which would not fall within the new traffic management definition, but which are important for end users to know.
- 18.4 The Offer Summary need only inform the end user that traffic management and/or service restrictions apply on the service and provide a link to a Statement which provides more specific information.
- 18.5 This document has been written to be read by RSPs so they understand what they need to disclose in their Offer Summary and policy statements. The words used in this document have specific technical meanings. For ease of understanding, sample Offer Summary Statements are provided in Appendix A to show how information should be presented to end users.

19. Definitions

Service Restrictions

means any policy to prevent access to specific services or activities on the plan. An example of a Service Restriction is blocking certain types of websites. Excluded from this definition are:

- Things which are 'opt in' or are configurable by an individual end user
- RSP actions where an end user has violated the RSP's terms and conditions
- Industry best practices to protect Consumers from, for example fraudulent activity, degraded experience, unwarranted charges or excess data usage.
- Industry best practices to efficiently manage the network
- Things required by law

Traffic Management

means any policy to manage traffic in a way that may affect the performance of some or all of an end user's traffic on the plan, or

discriminate against another content or network operator on the basis of commercial rivalry. An example of a Traffic Management policy is giving peer to peer traffic lower priority than other network traffic during network busy periods. Excluded from this definition are:

- Things which are 'opt in' or are configurable by an individual end user
- Things which form part of the chosen plan
- RSP actions where an end user has violated the RSP's terms and conditions
- Industry best practices to protect Consumers
- Industry best practices to efficiently manage the network
- Things required by law

Industry best practices

means the behaviour which would be deemed by other RSPs to be a proportionate and appropriate response to a likely or actual threat to the network and/or the RSP's end users, or which are fundamental to the functioning of a network, such as prioritizing network control traffic. Industry best practices exclude activities which, on the basis of commercial rivalry, discriminate against another content provider or network operator.

20. Offer Summary statement

If a RSP needs to declare its traffic management or service restrictions policy, it should use these words in the Offer Summary.

Traffic Management	We have a traffic management policy in place which may influence your broadband performance. See [insert link] for more details.
Service Restrictions	We have some service restrictions which may impact certain types of Consumers. See [insert link] for more details.

21. Traffic Management statement

21.1 If a RSP has a Traffic Management policy in place it should be disclosed to end users in a Traffic Management statement. A link to this should be provided on its Offer Summary statement for the affected plan. The Traffic Management policy should be publicly available and clearly explain the policy in a Consumer-friendly way.

21.2 Examples of things which should be disclosed (unless required by law) include:

- Prioritising (or de-prioritising) of over-the-top services. State whether this is a category of services (e.g. all streaming video services) or specific named services.
- Throttling of throughput once data caps are reached.

21.3 Examples of things which would be considered reasonable network management and therefore do not need to be disclosed:

- Shaping of traffic at an aggregate level to best match the access connection¹.
- Prioritising voice traffic where that service is provided by the RSP, unless it has a significant negative impact on the performance of that network for other uses, i.e. on-net voice traffic (because voice traffic is a legacy service and does not have significant bandwidth requirements).
- Provision of caching and CDNs.
- Interconnect and peering relationships with other ISPs and content providers.
- Blocking denial of service (DoS) attacks.

22. Service Restrictions statement

22.1 If the RSP has Service Restrictions in place it should be disclosed to end users in a Service Restrictions Statement. A link to this should be provided on the Offer Summary statement for the affected plan. The Traffic Management policy should be publicly available and clearly explain the policy in a Consumer-friendly way.

22.2 Examples of things which must be disclosed as Service Restrictions (unless required by law) include:

- Blocking sites on the Digital Child Exploitation Filtering System (if this becomes mandatory for all ISPs then this would not need to be declared).
- Blocking of sites believed to be offering or promoting copyrighted material.
- Blocking of sites believed to be offering or promoting adult (e.g. pornographic) material
- Blocking of sites which offer VPN access.
- Lack of publicly accessible IP address as a result of Carrier Grade Network Address Translation (Carrier Grade NAT).
- Redirecting Consumers' traffic to the RSP's own equipment (such as forcing Consumers to use the ISPs' own DNS).
- Blocking SMTP traffic (in and outbound) as these services are often used for sending spam.
- Blocking inbound DNS or certain types of email traffic (while this may prevent DoS attacks on DNS infrastructure it also prevents some services being run such as the Consumer running their own email server).

23. Sample Consumer communication

23.1 The example Offer Summary statement Appendix A includes traffic management and service restriction information.

¹ This is industry best practice for access connections.