



New Zealand Telecommunications Forum

Customer Transfer Code for Fibre Services ("Fibre Customer Transfer Code")

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A. PURPOSE

1. The purpose of this Code is to outline the transfer process and supporting behaviour that Retail Service Providers (RSPs) and Network Operators must adhere to when facilitating a Transfer of an End Customer's fibre Telecommunications Services in New Zealand.

B. APPLICATION

2. This Code applies to Network Operators and telecommunications Retail Service Providers (RSPs) that provide Fibre based Services to their Customers.

C. IMPLEMENTATION

3. This Code was approved by the TCF Board on 26 May 2022.
4. This Code will take effect three months from the approval date.

D. DEFINED TERMS

In this Code, unless defined otherwise:

Access Service Wholesaler (ASW)	means the Party who purchases access network services from the Access Network Provider.
Account Number	means the unique reference number used by a Retail Service Provider for a given End Customer, which should appear on all invoices.
Bilateral Agreement	means an agreement between two Telecommunication Service providers in respect of Telecommunication Services.
Billing Relationship	means a relationship where the Service Provider has a bona fide contractual right to charge the End Customer for any chargeable activity relating to the provision of Telecommunications Services.
Business Day	means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays.
Business-to-Business (B2B)	Means the automated interaction between a Retail Service Provider and Local Fibre Company using the processes and touchpoints identified in the TCF UFB OSS BSS BIF documents and the attached Addendum.
Clause	refers to a clause in this Code.
Code	means this Non-regulated Customer Transfer Code for Fibre Services.
Communication	can be oral, in writing, and via electronic means.
Effective Date of the Transfer	means the point in time when an End Customer's Telecommunications Services are completely transferred to the Gaining RSP and the Gaining RSP is entitled to start billing the End Customer.
End Customer	means a Person who consumes Telecommunications Services from a Retail Service Provider and has a bona fide Billing Relationship with a Retail Service Provider in respect of a Telecommunications Service(s).

End Customer Account Name	means the name that is on the End Customer's bill.
End Customer Authorisation	means a valid authorisation for a Transfer by the End Customer or the End Customer's duly appointed agent that meets the requirements of section H of this Code.
Gaining Retail Service Provider/Gaining RSP	means the new Retail Service Provider to which the End Customer is moving to, or has already moved its Telecommunication Service to, or that the provision of their Telecommunications Service has moved to.
Invalid Transfer	occurs when there is a processing error (for example, the incorrect Customer is Transferred) or when the requirements for a valid End Customer Authorisation are not met.
Local Fibre Company (LFC)	A Local Fibre Company and Network Operator are definitions within the terms of the Telecommunications Act 2001 for the companies through which the Governments UFB Initiative is being delivered. The Network Operators referred to in this Code are Chorus Limited, Enable Networks Limited, Northpower Fibre Limited and Ultrafast Fibre Limited. The Network Operator is the party to whose network a fibre fixed line access service is directly connected, and over which fibre services are supplied.
Network Operator Place ID	refers to the address or premises information provided by the Network Operator.
Losing Retail Service Provider (Losing RSP)	means the losing Retail Service Provider from which the End Customer is moving from, or has already moved its Telecommunication Service from, and/or the Retail Service Provider from which the Telecommunications Service has moved from.
LMNP	means the Local and Mobile Number Portability Terms and Network Terms (LMNP) forming part of the Commerce Commissions Number Portability Determination.
New Zealand Telecommunications Forum Inc.	the New Zealand Telecommunications Forum Incorporated Society of New Zealand is also referred to as the TCF
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 (LFC).
Notification(s)	means a set of information contained in a message and exchanged between two parties in a form agreed by both parties (e.g., system transactions, email).
Optical Network Termination (ONT)	refers to a unit provided to terminate the optical fibre lead-in cable.
Party	means a Person bound by this Code or a Person signed up to this Code (and the term Parties shall have a corresponding meaning).
Person	means a legal person and includes a company and any other legal entity.
Product Instance ID	means the identifier of an actual in-service product purchased by the Customer - the Product ID is the key link that identifies the service and for billing purposes. This may also be referred to as the Product Instance ID.

Regulated Telecommunications Services	refers to the specified services, described in the Telecommunications Act 2001.
Retail Service Provider (RSP)	means any organisation or person providing a Telecommunication Service to an End Customers, that has the Billing Relationship with the End Customer for that service. The same organisation or person may be an Access Service Wholesaler and/or an RSP; or both a Virtual Wholesaler and/or an RSP.
Ready for Service (RFS)	means the date that the Network Operator has confirmed that the Transfer request will be completed.
Service Given	used as a state definition in the TCF UFB OSS/BSS Business Interaction Framework to indicate the Supplier believes that the service relating to the order item has been provided.
Supply Chain	means the individual Retail Service Provider's Telecommunications Services that when configured together, provide an end-to-end Telecommunication Service to an End Customer.
Telecommunications Act (the Act)	means the Telecommunications Act 2001 as amended from time to time.
Telecommunications Service(s)	means any goods, services, equipment, and facilities that enable or facilitate Telecommunication, where Telecommunication is the conveyance by electromagnetic means from one device to another of any encrypted or non-encrypted sign, signal, impulse, writing, image, sound, instruction, information, or intelligence of any nature, whether for the information of any person using the device or not; but excluding any conveyance that constitutes broadcasting.
Transfer	for this purpose of this Code only means the transfer of all or part of an End Customer's fibre Telecommunications Service(s) from one Retail Service Provider (Losing RSP) to another Retail Service Provider (Gaining RSP) as authorised by the End Customer.
Transfer Request	Means, a request from a Gaining Retail Service Provider to Transfer an End Customer's fibre Telecommunications Service(s), submitted in accordance with the Code.
Transfer Reversal Request	Means, a request from an RSP to regain an End Customer's fibre Telecommunications Service(s) lost in an Invalid Transfer, submitted in accordance with the Code.
UFB OSS BSS Business Interaction Framework (BIF)	This document specifies the business interaction framework and the specific interactions between the Network Operator and a RSP when delivering fibre services in New Zealand. The requirements describe business level functions that are technology independent, focusing on business needs and outcomes.
UFB Reference Offer	refers to a set of contractual documents a Local Fibre Company sets out the terms of their fibre Telecommunications Services.
Validation Request	means a communication from the Gaining RSP to the Losing RSP to validate an End Customer Authorisation for the transfer of their services.

E. INTRODUCTION

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

F. OBJECTIVE

9. This Code's high-level objective is to provide a seamless transition of an End Customer's fibre access service(s) between RSPs, where proper End Customer Authorisation has been granted by the End Customer, so that the End Customer continues to receive a high-quality service and the Transfer is a coordinated process with minimal service interruption. This objective will be achieved by:
 - 9.1 Outlining the necessary End Customer Authorisation and consent procedures to ensure an End Customer's fibre Telecommunications Service(s) are only transferred when the End Customer has requested the Transfer to be complete and within the timeframes specified in this Code;
 - 9.2 Encouraging appropriate RSP etiquette including but not limited to RSPs not using the transfer process to obtain information relating to services provided to any other RSP's customers for the purposes of targeted marketing;
 - 9.3 Provide a process that will enable the majority of End Customers to be actively using their fibre Telecommunications Services within 1 Business Day of the Transfer process commencing (the day of the Ready for Service (**RFS**) date), including supporting processes such as number portability;
 - 9.4 Facilitating a billing changeover of only those services that have been requested to be transferred;
 - 9.5 Ensuring the End Customer gives their End Customer Authorisation for any Transfers;
 - 9.6 Ensuring continuous service from the Losing RSP until the Transfer is completed;
 - 9.7 Adhering to processes that allows for an efficient Transfer, as well as the correction of any problems that occur as a result of the Transfer;
 - 9.8 Adopting competitively neutral and non-discriminatory practices that provide consistent treatment for all End Customers;
 - 9.9 Complying with the agreed process set out in the BIF – Transfer Addendum document and the UFB Reference Offers; and
 - 9.10 All Parties to this Code must comply with relevant legislation described in section F.

G. SCOPE

10. In Scope

- 10.1 The Code applies to those Transfers where an End Customer is moving their telecommunication services between RSPs on a Network Operator's fibre-optic network.
- 10.2 The scope of this Code covers a Transfer when:
 - 10.2.1 The Transfer occurs at the same address;
 - 10.2.2 The Network Operator remains the same; and
 - 10.2.3 The RSP is changing.

11. Exclusions from Scope

This Code does not apply to:

- 11.1 The transfer of copper-based Telecommunications Services, this is governed by the Regulated Customer Transfer Code for Copper Services.
- 11.2 The transfer of Telecommunications Services from one cellular network to another cellular network.
- 11.3 Internal migration of Telecommunications Services, i.e., the RSP initiated migration of customers from one access technology to another.
- 11.4 The scenario where a Gaining RSP initiates a Transfer Request within its own Supply Chain. If an RSP initiates a Transfer Request within its own Supply Chain (dependent on how the End Customer's Supply Chain is structured), the necessary information to process the Transfer Request, is covered in their Bilateral Agreements which must be in-line with this Code.
- 11.5 The migration of services by a Network Operator.
- 11.6 The transition of fibre services between Network Operators.
- 11.7 The Transfer of fibre services between business End Customers, however the process described in this Code may be used for business Transfers.
- 11.8 Primary to secondary order types.
- 11.9 An End Customer moving their services to a new property.

12. Relationship with Number Portability

- 12.1 While this Code does not cover the porting of local, mobile or toll-free numbers, because the porting of local and mobile numbers is covered by the Local and Mobile Number Portability Terms and Network Terms (**LMNP**) forming part of the Commerce Commissions Number Portability Determination, the porting of local numbers is an essential component of transferring End Customer's Telecommunications Services between RSPs.
- 12.2 The Transfer process references the number porting processes in terms of a related workflow that needs to be completed to enable a Transfer to have been successful, when an End Customer wishes to retain their landline telephone number.
- 12.3 To the fullest extent possible this Code aims to be consistent with these LMNP Terms. Toll free numbers are covered by the Toll-Free Database Access Agreement. Nothing in this Code exempts any Party from obligations contained in the LMNP and Network Terms or the Toll-Free Access Database Agreement.

13. Relationship with UFB Wholesale Services Agreements

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

H. CODE COMPLIANCE WITH RELATED OBLIGATIONS

14. 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. In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986, Consumer Guarantees Act 1993, the Privacy Act 2020, Telecommunications Information Privacy Code 2020 (the TIP Code).
16. 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:
- 16.1 Legislation;
 - 16.2 Commerce Commission Determinations and Codes;
 - 16.3 This Code.

I. PRIVACY AND USE OF INFORMATION

17. This Code provides clear guidelines on how End Customer's information is accessed and used.
18. Information relating to an End Customer's Transfer must always be kept confidential by Parties as set out in this clause or required by law.
19. Information provided as part of the Transfer process can only be used or disclosed for the purpose of:
- 19.1 an End Customer's Transfer;
 - 19.2 in association with the delivery of Telecommunications Services; and
 - 19.3 for End Customer and network fault management and complaint handling.

Information provided in the Transfer process must not be used for any other purpose (including win-back and marketing purposes).

20. Any RSP or Network Operator that receives any type of information relating to the End Customer's Transfer, may only use or disclose such information in accordance with the Privacy Act 2020, the TIP Code 2020, and any Bilateral Agreement in place between the RSP and Network Operator.

21. Marketing to End Customers

- 21.1 No Party will undertake telemarketing, direct mail marketing, face to face marketing or other marketing activities specifically targeted at the relevant End Customer where those activities are based on, and are in direct response to, the Losing RSP receiving a Transfer Request or the Network Operator receiving a Transfer Request.
- 21.2 For the avoidance of doubt, the Losing RSP is not permitted to use End Customer information provided for the purposes of Transfer, to market specifically to that End Customer. However, there is no prohibition

on marketing to the End Customer at any time, including immediately after the Transfer, based on information that the Losing RSP has available to it in the normal course of its activities.

J. END CUSTOMER AUTHORISATION

22. Protection to End Customers against the unauthorised Transfers will be achieved by providing a robust End Customer Authorisation process.

23. General Conduct

23.1 When obtaining an End Customer Authorisation, the RSP must ensure that its representatives:

- 23.1.1 present the RSP's fibre Telecommunications Service in a clear, truthful and honest manner without exaggeration;
- 23.1.2 maintain strict confidentiality;
- 23.1.3 obtain true End Customer Authorisation for a Transfer; and
- 23.1.4 are compliant with all aspects of the Code.

23.2 The RSP must ensure that its representatives do not:

- 23.2.1 harass or coerce an End Customer;
- 23.2.2 engage in unconscionable conduct;
- 23.2.3 mislead or misrepresent the RSPs affiliation with any other suppliers;
- 23.2.4 abuse the trust of a vulnerable End Customer; or
- 23.2.5 mislead an End Customer in any form or manner, with regards to a contract or telecommunications service functionality.

24. Obtaining End Customer Authorisation

24.1 The Gaining RSP bears sole responsibility for ensuring that prior to commencing a Transfer it has a valid and complete End Customer Authorisation.

24.2 An End Customer Authorisation must contain, at a minimum, the following:

- 24.2.1 The End Customer's details, including name or business name, and contact name and the phone number of an authorised representative, where applicable;
- 24.2.2 The fibre Telecommunications Service(s) to be transferred;
- 24.2.3 Acknowledgement from the person communicating that they are either the End Customer or the authorised representative and so entitled to request a Transfer in respect of the Telecommunication Services referred to in the End Customer Authorisation;
- 24.2.4 The End Customer's agreement to the Transfer to the Gaining RSP;
- 24.2.5 The date of the End Customer Authorisation;
- 24.2.6 Confirmation from the End customer that they have considered any obligations under their Losing RSP's contracts including notice periods and early termination fees, when agreeing to the Transfer and the date that the Transfer will occur;
- 24.2.7 The End Customer's acknowledgement that they have been informed by the Gaining RSP of, and accept the information set out in clause 25; and
- 24.2.8 Confirmation from the End Customer that the information provided by the End Customer to the

Gaining RSP is true and correct.

25. Informed End Customer Authorisation

- 25.1 In the process of obtaining the End Customer Authorisation, a Gaining RSP must inform the End Customer:
- 25.1.1 what Telecommunications Service(s) is (are) being transferred from their Losing RSP to the Gaining RSP;
 - 25.1.2 that any outstanding obligations to the Losing RSP for other voice, broadband or bundled services is the End Customer's responsibility to check the terms and conditions of their existing contracts; particularly if their Losing RSP contract includes a notice period as this may influence the End Customer's preferred date of the Transfer;
 - 25.1.3 of any terms and conditions, contractual obligations and the costs associated with the Transfer, and where the End Customer may find the full terms and conditions;
 - 25.1.4 That by Transferring the End Customer's fibre Telecommunications Services:
 - a) This will result in finalisation of the End Customer's account for that service(s); and
 - b) There may be products, features and additional services that the End Customer may need to make alternative arrangements either with the Gaining RSP or the Losing RSP to continue to receive.

26. End Customer Authorisation validity period

- 26.1 Unless agreed otherwise with an End Customer, to be valid, an End Customer Authorisation is effective for sixty (60) days of the date of the End Customer Authorisation.
- 26.2 A Losing RSP or End Customer may request a copy of the End Customer Authorisation, provided such request is made within twelve (12) months of the completion of the Transfer. The Gaining RSP must provide a copy of the relevant End Customer Authorisation to the requestor within five (5) Business Days, for the purpose of resolving an End Customer complaint.
- 26.3 The Gaining RSP must retain all End Customer Authorisations for a period that allows them to meet their obligations noted in clause 26.2.

K. GUIDELINES FOR APPROPRIATE END CUSTOMER CONTACT

27. The section describes appropriate RSP etiquette and best practice when contacting an End Customer during the process of a Transfer and when corrective action is required during an Invalid Transfer.

28. Conduct of Parties when interacting with an End Customer

- 28.1 All Parties and their representatives will act in a professional and courteous manner.
- 28.2 No Party may make any comment or statement about any other Party that would or may be likely to bring the other Party's reputation into disrepute, particularly where that Party does not know the complete facts to the situation (for instance when there has been an Invalid Transfer).
- 28.3 Parties must ensure that their representatives, if referring to another Party's Telecommunications Service(s):
- 28.3.1 Do not mislead End Customers in any form or manner or engage in any conduct that is likely to mislead; and
 - 28.3.2 Refer only to comparisons that are relevant to the Transfer being made or attempted.
- 28.4 Parties must ensure that their representatives do not:

28.4.1 Harass or coerce an End Customer; or

28.4.2 Engage in unconscionable conduct.

29. RSP initiated contact with the End Customer

29.1 The Losing RSP may contact the End Customer about any processing/technical issues but may not use this opportunity to attempt to win the End Customer back or refer the End Customer to any other personnel within their organisation that engages in retail sales activity.

29.2 The Losing RSP may contact the End Customer regarding other products and services that remain with the Losing RSP. Contact with the End Customer must not be used by RSPs to prevent or delay a Transfer. For example, the Losing RSP may provide information to the End Customer on what will happen to products and services which are not being transferred such as, if there will be a change to the service, a change to the price charged or if the service will be cancelled, as well as any other information relevant to the remaining services.

29.3 The Losing RSP may also contact the End Customer to confirm any outstanding obligations that the End Customer has to the Losing RSP under the terms and conditions of their existing contracts with the Losing RSP for the provision of the Telecommunications Service(s) being transferred, and only then to inform the End Customer of the commercial implications of the Transfer.

29.4 For the avoidance of doubt, the Gaining RSP may contact the End Customer at any time.

30. Network Operator initiated contact with the End Customer

30.1 The Network Operator may initiate contact with the End Customer when an Invalid Transfer has been identified and the affected RSPs are not able to resolve the matter.

30.2 The Network Operator may initiate contact with the End Customer when a technician has been requested by the Gaining RSP to complete the Transfer.

30.3 When engaging with the End Customer the Network Operator must keep the affected RSP/s informed of the outcome.

31. End Customer initiated contact

31.1 If the End Customer initiates contact with the Gaining RSP or the Losing RSP, there are no restrictions on the communication that either RSP can have with the End Customer, except for items listed in clause 29.

31.2 If the End Customer initiates contact to make a complaint, the RSP must deal with the Complaint promptly and in a collaborative manner to investigate and resolve the issue. RSPs must provide information on how a customer may raise a Complaint under the Code to the Telecommunications Disputes Resolution Service (TDRS) if they are not happy with the process or conclusion of their Complaint by their RSP.

31.3 If the End Customer contacts the Network Operator about the Transfer, then the Network Operator must refer the End Customer back to the Gaining RSP, unless the customer is contacted in relation to a scheduled appointment for a technician.

31.4 If the End Customer contacts the Network Operator about an Invalid Transfer, then the Network Operator must refer the End Customer back to the RSP they expect to have service with, and contact the relevant RSPs to help facilitate the resolution of an Invalid Transfer, refer to section P.

L. COMMUNICATION

32. Communication between Retail Service Providers

- 32.1 If additional information is required beyond the information already supplied during the End Customer Authorisation process; the Gaining RSP can request assistance from the Losing RSP, via the Network Operator, for any given Transfer.
- 32.2 RSPs must respond within one (1) Business Day of the communication being received, either with the requested information or by initiation of collaborative working practice as appropriate.
- 32.3 If the RSP finds they are being asked to provide excessive assistance to an RSP, and have been unable to resolve the matter directly then they may use the process described in section R to escalate and resolve any matters relating compliance of this Code.

33. Communication between Retail Service Providers and Local Fibre Companies

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

M. PRE-TRANSFER PROCESS

- 34. This section outlines the pre-Transfer processes between the Network Operator, the Losing RSP and the Gaining RSP when transferring a fibre Telecommunications Service(s):
 - 34.1 The Gaining RSP, when placing a Transfer Request with the Network Operator will need to know the Network Operator's Product ID of the product instance that the End Customer wishes to transfer from the Losing RSP so that the Gaining RSP can request a Transfer.
 - 34.2 The Gaining RSP can obtain the Product IDs from the Network Operator for each active product instance at the requested location and the primary or secondary offer designated per Network Operator product instance.
 - 34.3 To assist in identifying the correct product instance, the Network Operator will provide the Gaining RSP the corresponding ONT and ONT port number for each of the Product IDs requested.
 - 34.4 The Network Operator will provide the Gaining RSP details of every in-flight service order that relates to each Network Operator Service that is to be transferred by its Product ID and the action requested by each order item i.e., new, modify and relinquish.
 - 34.5 Where the Network Operator offer is within a product family the Network Operator will return the family as it is currently written in their UFB Reference Offers. However, where the Product ID provided is not an instance of one of the products covered by the UFB Reference Offer the product family name will be identified.

N. TRANSFER PROCESS

- 35. This section outlines the standard Transfer processes between the Network Operator, the Losing RSP and the Gaining RSP when transferring a fibre Telecommunications Service(s).
- 36. **Business Rules**
 - 36.1 The Network Operator will only Transfer the services specified in the Transfer Request.

- 36.2 The Network Operator will not identify to other RSPs the product offering or the identity of the RSP that corresponds to that Product Instance ID, unless required to resolve an Invalid Transfer.
- 36.3 When the Network Operator sends a notification to a Losing RSP the warning expiry deadline, i.e. the time before which a Losing RSP can respond with a warning, will be one (1) Business Day from when the Network Operator notifies the Losing RSP of the Transfer Request details.
- 36.4 No response from the Losing RSP to the Transfer Request is deemed acceptance of the Transfer Request.
- 36.5 When the Network Operator sends a notification to a Losing RSP the expected RFS date cannot be sooner than the warning expiry deadline, unless it is a reversal of an Invalid Transfer.

37. Transfer Requests

- 37.1 When sending the Create Order request, the Gaining RSP must specify to the Network Operator that it is a Transfer.
- 37.2 The Gaining RSP must provide to the Network Operator the following information as part of the Transfer Request:
 - 37.2.1 Network Operator Product Instance ID - currently assigned to the Losing RSPs End Customer's service that is required to be replaced (when the Network Operator is Enable Networks this information is not required);
 - 37.2.2 Network Operator Place ID – the place where the transfer is related to;
 - 37.2.3 End Customer Account Number – the billing ID on which the Losing RSP currently bills on, as shown on the End Customers bill (when the Network Operator is Chorus this information is not required);
 - 37.2.4 End Customer Account Name – the name of the person which the Losing RSP currently bills, as shown on the End Customers bill (when the Network Operator is Chorus this information is not required);
 - 37.2.5 Product Offer ID – the Gaining Customer Product Offering ID that is being connected (and replacing the end user services);
 - 37.2.6 Product Offer Name - the Gaining Customer Product Offering Name that is being connected (and replacing the end user services); and
 - 37.2.7 Transfer RFS Date/Time – the date/time that the transfer is required to be implemented.
- 37.3 Upon receipt of a Transfer Request, the Network Operator will review and either reject or process the Transfer Request. The Network Operator may reject the Transfer Request at this point if:
 - 37.3.1 The Network Operator Product Instance ID is incorrect or not provided (This does not apply to Enable Networks);
 - 37.3.2 The Network Operator Place ID is incorrect and does not match the location where the product instance exists; and
 - 37.3.3 The Network Operator is unable to process the Transfer Request due to incomplete or inaccurate information.
- 37.4 If the Network Operator rejects the Transfer Request, it shall notify the Gaining RSP that it has been rejected and provide the reason for the rejection. Otherwise, the Transfer Request proceeds.

38. Losing Service Provider Notification

- 38.1 If the Network Operator's process allows for a Losing RSP notification at this point in the process the following steps happen.

- 38.2 If the Network Operator accepts the Transfer Request, they will advise the Gaining RSP and pass the Transfer Request details to the Losing RSP via a Transfer notification which includes:
- 38.2.1 The Network Operator Product ID of each product instance that is to be relinquished as part of the Transfer;
 - 38.2.2 Network Operator Place ID;
 - 38.2.3 The full and correct End Customer Account Number that the Losing RSP is billing the End Customer on, the End Customer Account Name may also be provided;
 - 38.2.4 Expected RFS date / time that the Transfer is to be actioned; and
 - 38.2.5 The expiry date for the Losing RSP to warn the Network Operator not to complete the Transfer Request (the warning expiry deadline, refer to clause 36.3).
- 38.3 The Losing RSP receives the Transfer notification from the Network Operator and either:
- 38.3.1 Does not response to the Transfer Request by the Warning Expiry Deadline. A non-response is deemed to validate the Transfer Request and acceptance of the Transfer notification. This means the Transfer Request will proceed; or
 - 38.3.2 Responds with a Warning Notification resulting in 'Order Held' status because the Losing RSP believes that the Transfer Request has one of the following issues:
 - Incorrect End Customer account number; or
 - The specified product instance is pending disconnection; or
 - There is an open order relating to the specified product instance, in this scenario the order would be an exception process which will require contact with the End Customer to resolve in a timely manner and may require the End Customer to contact the Losing RSP.
- 38.4 When a Warning Notification is received from the Losing RSP, the Transfer order shall be placed on hold for a maximum of five (5) business days, this is referred to as the 'warning held timer'.
- 38.5 During the 'warning held timer' interval the Gaining RSP has the following options:
- 38.5.1 Amend the Transfer Order. The only amendments allowed are to the RFS date and time, provided the amended transfer date is within 60 days from the current date and in alignment with the warning message.
 - 38.5.2 Cancel the Transfer Order – this will cancel the transfer order.
 - 38.5.3 Notify Network Operator to proceed with Transfer – this allows the Gaining RSP to evaluate the warning message and decide that the transfer request is valid / correct and to proceed with the Transfer Request.
 - 38.5.4 Do nothing – this will result in the 'warning held timer' to expire after which the Transfer order shall be cancelled by the Network Operator and communicated to the Gaining RSP and Losing RSP.

39. Proceeding with a Transfer Request

- 39.1 For a held Transfer order if the Gaining RSP notifies the Network Operator to proceed with the Transfer, the Network Operator shall validate any appointments if necessary, and reschedule Transfer RFS date, then proceed with the Transfer Request.
- 39.2 The Gaining RSP performs any pre-provisioning activities necessary and waits for the Network Operator to action the Transfer Request and sends a Service Given notification which includes the Network Operator Order ID of the Transfer.

- 39.3 The Transfer Request is completed.
- 39.4 The Network Operator notifies the Losing RSP of the date and time of cease billing, including the Product ID that pertains to the relinquishment.
- 39.5 The Network Operator may notify the Losing RSP of any early termination charges.

40. Cancellation of a Transfer Request

- 40.1 The Gaining RSP can cancel a Transfer Request before any Product IDs that are to be relinquished as part of the Transfer have been deactivated, subject to clauses 40.2 and 40.3 below.
- 40.2 If the order does not require a truck-roll then the day of RFS is deemed the point of no return when cancelling a Transfer Request.
- 40.3 If the order requires a truck-roll then 1pm on the business day before RFS is deemed the point of no return when cancelling a Transfer Request.
- 40.4 If the Gaining RSP cancels the Transfer Request, then all relinquishment and new connect orders relating to that Transfer Request will be cancelled.
- 40.5 The Gaining RSP may follow up with the End Customer and submit another Transfer Request.
- 40.6 The Network Operator may apply any applicable charges to the Gaining RSP.

41. Storage of Notifications

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

O. RSP NOTIFICATIONS WITHIN THEIR OWN SERVICE PROVIDER SUPPLY CHAIN

- 42. Notifications sent between the Network Operator and the Gaining RSP must be communicated to any parties in the RSP's End Customer's Supply Chain by the Gaining RSP within one (1) Business Day upon receipt of relevant information.
- 43. Notifications sent between the Network Operator and the Losing RSP must be communicated and completed within one (1) Business Day upon receipt of relevant information. This must include communication within the Losing RSP's Supply Chain.

P. CUSTOMER BILLING

- 44. There should be a seamless billing changeover for the End Customer when transferring their fibre Telecommunication Service.
- 45. The Gaining RSP should not commence billing the End Customer for the transferred fibre Telecommunication Service until it receives the Notification with an Effective Date of Transfer from the Network Operator.
- 46. The Losing RSP should not stop billing the End Customer for the Transferred fibre Telecommunication Service until it receives the Notification with an Effective Date of Transfer from the Network Operator, unless the Losing RSP's contract with the End Customer deems otherwise.
- 47. It is the responsibility of each RSP to ensure that the appropriate billing obligations and process is adhered to within their own supply chain.

Q. FAULT REPORTING AND RESOLUTION AT TIME OF TRANSFER

48. The objective of this section is to ensure that the resolution of End Customer faults around the time of Transfer is as smooth and efficient as possible.
- 48.1 RSPs must ensure that their fault personnel are aware of clause 49.
- 48.2 Each RSP must provide the TCF with contact details for appropriate personnel in relation to faults and faults escalation. The TCF shall maintain a contact list of these personnel on the TCF's website.
- 49. Fault resolution during a Transfer**
- 49.1 During the period that the End Customer's service is being Transferred to the Gaining RSP:
- 49.1.1 The Losing RSP is responsible for coordinating any fault resolution in relation to the End Customer's Fibre Access until the Effective Date of the Transfer;
- 49.1.2 Both the Losing RSP and Gaining RSP need to deal with all faults reporting and resolution procedures in their End Customer contracts along with service level commitments;
- 49.1.3 After the Effective Date of the Transfer, the Gaining RSP must log the fault and attempt to resolve it; and
- 49.1.4 If the End Customer contacts the Losing RSP before the Effective Date of the Transfer the Losing RSP must log the fault and attempt to resolve it.
- 50. Fault resolution once a Transfer is complete**
- 50.1 Once the Transfer is complete the Gaining RSP will communicate with the End Customer and provide relevant information on how to lodge a fault now that they have been transferred to the Gaining RSP and the Losing RSP must provide upon request from the Gaining RSP information on any outstanding faults of relevance in relation to the End Customer to the Gaining RSP.

R. ADDRESSING AND REVERSING AN INVALID TRANSFER

51. If an End Customer's fibre Telecommunication Service is incorrectly transferred between RSPs, all Parties must act to rectify the situation as soon as possible. This is referred to as an Invalid Transfer.
52. All End Customer communication must adhere to the provisions set out in section I.
- 53. An Invalid Transfer occurs when:**
- 53.1 There is a processing error (for example, the fibre Telecommunication Service of an End Customer is mistakenly Transferred); or
- 53.2 There is an invalid End Customer Authorisation. The Gaining RSP maybe requested to provide proof of the End Customer Authorisation if contested by the End Customer; or
- 53.3 There is an End Customer error which may have resulted in the End Customer providing authorisation to one or more RSPs without understanding the implications of this authority. In this scenario the Network Operator may, if requested, assist the End Customer to have their fibre Telecommunications Services reconnected to the preferred RSP, if the matter is not resolved between RSPs. Refer to clause 30.
- 54. Identification of Invalid Transfer**
- 54.1 An Invalid Transfer is identified when:
- 54.1.1 The End Customer communicates service issues to their current RSP (e.g., reporting loss of service);

54.1.2 Upon receipt of a cease billing Notification, the potential Losing RSP has doubts based on reasonable grounds regarding its validity; or

54.1.3 A RSP establishes that the Transfer is invalid after the point of no return.

55. Resolution of an Invalid Transfer

55.1 All Parties involved with an Invalid Transfer must act in accordance with clause 29 and in good faith as not to compromise an effective outcome for the End Customer.

55.2 Where an Invalid Transfer has occurred, all Parties should use best endeavours to return service to the End Customer as soon as possible.

55.3 Any Transfer reversal must be authorised by the relevant End Customer/s.

55.4 RSPs must immediately notify the Network Operator or the relevant RSP, if known, if they detect an Invalid Transfer.

55.5 To resolve the Invalid Transfer the Losing RSP, or Network Operator if authorised by the Losing RSP, should place a service order to transfer the services back from the Gaining RSP.

55.6 If an Invalid Transfer is identified the Network Operator will facilitate the Transfer reversal by either:

55.6.1 Processing the new order as a new escalated Transfer Request from the authorised RSP bypassing the timeframes; or

55.6.2 Processing the new order via a 'connect and replace' process.

55.7 If any Party involved in the Transfer reversal does not comply, steps to enforce compliance should be taken in line with section R.

S. DISPUTE RESOLUTION

56. An End Customer may refer a Complaint under this Code to the TDRS.

57. Each Party to a dispute that is referred to TDRS must comply with the rules of the TDRS.

58. Any dispute regarding the allocation of disconnection or reconnection costs incurred due to an Invalid Transfer should be referred to the TDRS if the dispute is raised by the End Customer concerned.

T. TCF CODE COMPLIANCE FRAMEWORK OBLIGATIONS

59. 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.

60. 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.

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

62. Self-certification Monitoring and Reporting Requirements

62.1 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.

62.2 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.

62.3 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 always compliant.

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

63. Compliance Issue Management

63.1 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.

63.2 Parties who may provide notice of a potential breach of the Code to the TCF Code Compliance Officer is set out in section I clause 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.

63.3 If a Party defaults in the performance of any of its obligations under this Code, that Party will use its best endeavours to remedy the default as soon as possible and in any case within 30 Business Days of becoming aware of the default, and use reasonable endeavours to prevent a recurrence of the default.

64. Telecommunications Act 2001

64.1 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.

U. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE

65. 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.

66. The Code will be reviewed every two years as required under the TCF CCF.