

[date]

[name of recipient]

[name of RSP]

[address]

**By email** [email address of recipient]

Dear [name of recipient]

### **RESIDENTIAL WHOLESALE PROMOTION – Digital Inclusion Offer 2024**

#### **Introduction**

Enable has worked with Service Providers and the Ministry of Education (MoE) to provide school-aged children, and their families, with free fibre broadband services to support learning from home through, and following, the COVID-19 pandemic via the Ministry of Education COVID-19 Support Package (**Ministry of Education Offer**).

The Ministry of Education Offer has been provided under the Enable Networks Wholesale Services Agreement at <https://www.enable.net.nz> (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a Digital Inclusion Offer (**Offer**) as a replacement to the Ministry of Education Offer, where (and in anticipation that) the Ministry of Education COVID-19 Support Package is not extended beyond 30 June 2024.

The purpose of this Offer is to enable Service Providers to continue to support customers connected under the Ministry of Education Offer.

This Offer is limited to the BS2a 300/100 CIR 2.5/2.5 (E02033) wholesale input service where it is used for the ongoing support of an existing connection under the Ministry of Education Offer (**Qualifying Connection**) (**Qualifying Wholesale Product**). The price charged by Enable to the Service Provider for each such Qualifying Wholesale Product is \$5 per month per connection (**Digital Inclusion Fee**).

#### **The Offer is available on the following terms.**

1. The **Service Provider** confirms participation in writing to this **Offer** by signing and returning this letter to Enable by 15 July 2024.
2. Services under this **Offer**, once accepted, will be provided until 20 December 2024 (**Service Period**). The intention is for the **Service Period** to be extended until 30 June 2025. Enable will notify the **Service Provider** of any extension to the **Service Period** by giving no less than 30 days' notice via an RSP Informer.
3. Eligibility of this **Offer** is restricted to **Qualifying Connections** that were under the **Ministry of Education Offer**, using the **Qualifying Wholesale Product**, BS2a 300/100 CIR 2.5/2.5 (E02033) existing on or before 31 July 2024.
4. A 'move address' for a Qualifying Connection is permitted after 31 July 2024, provided the new address

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has Enable fibre previously installed.

5. **Service Providers** must have a Digital Inclusion retail fibre product (or offer) with a maximum retail price (**MRP**) equivalent to, or less than \$17 (inclusive of GST) per month (based on a 30-day month), or \$4 inclusive of GST, or less, per week, using the **Qualifying Wholesale Product** as the wholesale access product.
6. Enable will treat July 2024 as a transition month for the Offer. Any **Qualifying Connections** terminated during July will not incur any wholesale fees for that month. Any **Qualifying Connections** not terminated by 1 August 2024 will incur the **Digital Inclusion Fee** of \$5 per connection per month from that date.
7. This **Offer** replaces the **Ministry of Education Offer**.
  - a. Where the **Service Provider** is a participant of the **Ministry of Education Offer**, they understand the **Qualifying Wholesale Product** will be repurposed to this **Digital Inclusion Offer** and the product description will change from “Ministry of Education Offer” to “Digital Inclusion Offer” on 1 August 2024.
  - b. Any services under the **Ministry of Education Offer** that the **Service Provider** does not wish to become chargeable to the Service Provider or become part of the Digital Inclusion Offer must be terminated by the Service Provider providing notice to Enable before 1 August 2024.
8. Where the **Offer** is extended, Enable may review this **Offer** on an annual basis. CPI or any other pricing adjustments may be made to the **Qualifying Wholesale Product** by Enable providing no less than 60 days' notice to the **Service Provider**.
9. Participating **Service Providers** must inform Enable immediately if their retail price exceeds the **MRP** outlined in clause 5, or if they become aware of any breach of terms under this agreement.
10. **Service Providers** will ensure that households with **Qualifying Connections** are provided with all in-home devices, equipment, and services necessary to establish and use a broadband connection.
11. Where the **Service Provider** is a reseller or does not own the billing relationship with the **Qualifying Connection**, it is the Service Provider's responsibility to ensure all conditions of this **Offer** and the Services Agreement are met and apply to any relevant third party involved in the billing relationship.
12. Enable may request evidence that the **Service Provider's** retail charge is equal to or less than the **MRP** outlined in clause 5, or regarding eligibility of the **Qualifying Connection**. Where Enable requests such evidence, the Service Provider agrees to provide this transparently and within 5 business days.
13. If Enable reasonably believes the **Service Provider** or a relevant third party isn't complying with any of the terms of the Offer, Enable may at any time and from time to time do any or all of the following:
  - a. meet with the Service Provider in good faith to discuss Enable's concerns and the details of the non-compliance;
  - b. escalate the issue within Enable and the Service Provider's organisations for discussion in good faith;

- c. suspend access to the Qualifying Wholesale Product until the issue is resolved;
- d. terminate this Offer by 30 days' written notice to the Service Provider and/or
- e. as a last resort:
  - i. migrate the Service Provider's services from the Digital Inclusion Qualifying Wholesale Product to the (E02035) BS2a 300/100 CIR 2.5/2.5 service at its current price; and/or
  - ii. require the Service Provider to pay the difference in the Qualifying Wholesale Product price and the (E02035) BS2a 300/100 CIR 2.5/2.5 service price on a pro-rata basis to cover the period of non-compliance.

For the purposes of this clause, "good faith" means the need to work together in an open, co-operative, honest and fair manner, provided that nothing prevents a party from acting in its own self-interest.

14. This **Offer** cannot be combined with any other Enable wholesale incentive.
15. Except as modified by this Offer letter, all the provisions of the current Services Agreement (as may be amended from time to time in accordance with its terms) will apply to the parties and capitalised terms used in this Offer letter shall have the meaning given in the current Services Agreement. The terms set out in this Offer letter will prevail over the terms of the current Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of these terms set out in this Offer letter by signing where indicated below and returning a copy of this Offer letter to your Enable Account Representative.

Yours sincerely

Donna Frew  
Chief Commercial Officer  
**Enable Networks Limited**

Agreed on behalf of **[name of RSP]** by:

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Signed

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Name of authorised person

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Date

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