


CONSENT AND LICENCE TO INSTALL TELECOMMUNICATIONS EQUIPMENT ON YOUR PROPERTY

The Parties	
<p>Northpower Fibre Limited and Northpower LFC2 Limited (referred to in this agreement as: <i>Northpower Fibre, we, our or us</i>)</p> <p>Attention: Fibre Consents Team</p> <p>Postal Address: Private Bag 9018, Whangarei 0140</p> <p>Email Address: consents@northpowerfibre.co.nz</p> <p>Street Address: 28 Mt Pleasant Rd Whangarei 0110 Phone Number: 09 430 1803</p>	<p>Property Owner:</p> <p>_____ (referred to in this agreement as: <i>you or your</i>)</p> <p>Postal Address:</p> <p>Street Address:</p> <p>Phone Number:</p> <p>Email address:</p>
<p>Signed by Us:</p> <div style="text-align: center; margin: 10px 0;">  </div> <p>_____</p> <p>Name: Darren Mason, CE Northpower Fibre</p> <p>_____ (Authorised signatory)</p> <p>Date: _____</p>	<p>Signed by You as or on behalf of the property owner:</p> <p>_____</p> <p>Name: _____</p> <p>Date: _____</p> <p>PLEASE NOTE: By signing this, you confirm that you are the legal property owner registered on the certificate of title of the property (or you have authority on the owner's behalf) and you agree to the following terms of consent and licence.</p>

Your Property
<p>Our Equipment will be installed at the following property address:</p> <p>Physical address: _____</p> <p>Legal description: Lot: _____ DP: _____ CT: _____ (Property).</p> <p>The Equipment will be located: (<i>Select one, delete the rest</i>)</p> <ul style="list-style-type: none"> - on your Property - on the right of way or access way of your Property. - on both your Property and the right of way or access way of your Property.

Access Information
<p>For the purposes of accessing your Property, we should contact:</p> <p>Owner/occupier name: _____</p> <p>Contact phone number (Business hours): _____ (After hours): _____</p>
<p>Additional notes or special conditions of access:</p>

TERMS OF CONSENT AND LICENCE

1. Our rights

You give us the following rights (**Rights**):

- 1.1. consent to install, maintain and replace fibre-optic and telecommunication cables, ducting and associated equipment (**Equipment**) at your Property; and
- 1.2. a licence to enter and occupy your Property in order to place, access and use our Equipment to provide broadband services and other data to you and/or other users of those services.

Our Rights will continue until we remove our Equipment.

2. Location of our Equipment

We will install our Equipment in locations on your Property in accordance with any special conditions of access agreed with you and described on the front page of this consent and licence.

3. Access to your Property

- 3.1. We can enter your Property to carry out our Rights.
- 3.2. You will give us your reasonable help where needed for us to access your Property.
- 3.3. Unless there is an emergency, we will try to give you at least 48 hours' notice before we enter your Property. We will try to carry out any works at a time that is reasonably convenient to you.
- 3.4. You must not (nor let anyone else) interfere with, have access to or tamper with our Equipment. You must tell us immediately if you become aware of anyone else interfering with, accessing or tampering with our Equipment.

4. We own the Equipment

We remain the owner of our Equipment despite it being installed and located at your Property. We have the right to remove our Equipment from your Property.

5. Our obligations to you

We will:

- 5.1. carry out our Rights at our cost;
- 5.2. not unreasonably interfere with any lawful user of your Property;
- 5.3. restore the surface of that part of your Property affected by our works as nearly as possible to its former condition (but, we will only restore the area that our works have been carried out on and we cannot guarantee to match surface finish, e.g. colour, texture or pattern);

- 5.4. comply with all laws that apply to our Rights; and
- 5.5. not interfere with any existing telecommunication equipment installed at your Property without your consent.

6. Assignment by us

We can assign this agreement to another company in the Northpower Fibre Limited or Northpower LFC2 Limited group or to any purchaser of all or part of our telecommunications network.

7. Sale of your Property

You will notify any purchaser or potential purchaser of your Property of this consent and licence and will give them or, will ask us to give them, a copy of this licence.

8. End User Terms

- 8.1. If you receive broadband services using our Equipment, you also agree to the Northpower Fibre end user terms which can be found on the Northpower Fibre website www.northpowerfibre.co.nz.
- 8.2. The end user terms include rights for Northpower Fibre and its contractors to enter and maintain the Equipment within your Property.

9. Definitions

In this consent and licence, references to:

- 9.1. **Northpower Fibre, we, our or us** means Northpower Fibre Limited, Northpower LFC2 Limited and each of their contractors, employees and anyone acting on their behalf;
- 9.2. **Property** includes the property described on the front page of this consent and licence and any appurtenant rights that you or your Property (eg, easements) have over other persons, properties or areas held in common with other land owners and, if applicable, includes that part of your property which provides access to other properties via a shared driveway, right of way or access way; and
- 9.3. **you or your** include your property managers, any lawful users of your Property and anyone acting on your behalf.

10. How to sign this consent and licence

You enter into this consent and licence by signing where provided on the front page. Separate copies of this consent and licence can be signed by you and us, and all signed copies will together form one agreement that binds both you and us.