



VARIATION AGREEMENT

DATE:

BETWEEN The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (the **Ministry**)

AND Utilities Disputes Limited, NZBN 9429043405046, with registered address at DLA Piper New Zealand, Level 4, Deloitte House, 20 Customhouse Quay, Wellington (UDL or **Scheme Provider**)

BACKGROUND

- A. The parties entered into a Deed for Services for broadband shared property access dispute resolution scheme on 28 July 2017 (the **Deed for Services**).
- B. The parties have negotiated and agreed variations to the terms of the Deed for Services primarily relating to extending the Completion Date and making some further minor amendments.
- C. The parties have agreed to vary the Deed for Services on the terms and conditions set out in this variation agreement (the **Variation**).

EXECUTION

Signed by the Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment or their authorised delegate:

James Hartley

Signature

James Hartley

Print Full Name

General Manager - Communications, Infrastructure and Trade

Print Title

17/10/2025

Date

Deborah Hart

Signature

Signed for and on behalf of Utilities Disputes Limited by:

Deborah Hart

Print Full Name

Board Chair

Print Title

14 October 2025

Date



TERMS

1. Interpretation

1.1 In this Variation, unless the context requires otherwise:

- a. words and expressions have the meanings given to them in the Deed for Services and clause 1 (Definitions) of Schedule 2 applies to this Variation; and
- b. references to clauses and schedules are to the clauses and the schedules of the Deed for Services.

2. Variation

2.1 With effect on and from the date on which this Variation is signed by both parties (the **Effective Date**), the Deed for Services is varied as follows:

- a. clause 1.3 (Context and Purpose) under Schedule 1 is amended as follows:

"Section 155ZH of the Act provides that every Fibre to the Premises ("FTTP") service provider and network operator ("**FTTP Provider**") that relies on a statutory right of access under the Act (unless otherwise excluded under the Act) must be a member of the dispute resolution scheme as defined in Section 2 of Schedule 3C to the Act ("**Scheme**") and must remain a member of the Scheme until 29 March 2029 ("**Member**")."
- b. clause 9.1 (Completion Date) of Schedule 1 is amended as follows:

"The Scheme Provider will provide the Services as outlined in this Agreement until 29 March 2029, unless otherwise terminated in accordance with clause 5, Schedule 2 or approval of the Scheme is withdrawn under Schedule 3C of the Act"
- c. clauses 9.2 and 9.3 are deleted in their entirety.
- d. clause 9.4 is amended as follows:

"Where the Ministry terminates this Agreement, the Scheme Provider will commence its exit as outlined in clause 12 below"
- e. the Ministry's contact details in the table under clause 13.1 (Address for Notices) of Schedule 1 is amended as follows:

"Email: CommunicationsPolicy@mbie.govt.nz
Attention: Manager Communications Policy"
- f. clause 4.1 (Term) of Schedule 2 is amended as follows:

"Subject to clauses 5 and 16.2 of this Schedule and subject to withdrawal of approval to the scheme under Schedule 3C of the Act, this Agreement will commence on the Commencement Date and will continue until 29 March 2029 or as otherwise agreed between the Parties."
- g. The first reference to clause 10(3) of Schedule 3C in clause 5.1 (Termination) of Schedule 2 is amended as follows:

"clause 10(1)"



- 2.2 Subject to clause 2.1, all other terms and conditions contained in the Deed of Services will continue in full force and effect.
- 3. **Governing law**
 - 3.1 This Variation is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 4. **Counterparts**
 - 4.1 This Variation may be executed in any number of counterparts (including electronic copies), each of which will be deemed an original, but all of which together constitute one instrument. No counterpart is effective until each party has executed at least one counterpart.

