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**TELECOMMUNICATIONS
(DISCLOSURE)
REGULATIONS 1990**

This publication sets out the material required to be published by Telecom in the New Zealand Gazette by the Telecommunications (Disclosure) Regulations 1990.

The information describes the prices, terms and conditions of supply relating to prescribed services applying at the end of the quarter ending on the 30th day of September 1990. The information is not intended by Telecom to constitute an offer of services to the public as the prices, terms and conditions of supply set out herein may change without notice.

This information is also available on request at the following principal offices of the Corporation and its subsidiaries:

Telecom Corporation of New Zealand Limited, Telecom House, 13–27 Manners Street, PO Box 570, Wellington.

Telecom Auckland Limited, Telecom Tower, 16 Kingston Street, Private Bag, Auckland 1.

Telecom Central Limited, Regional Office, 5th Floor, Housing Corporation Building, 500 Victoria Street, Private Bag 3100, Hamilton.

Telecom Wellington Limited, 9th Floor, Hewlett-Packard Building, 186–190 Willis Street, PO Box 293, Wellington.

Telecom South Limited, 5th Floor, NML Building, 152–156 Hereford Street, PO Box 1473, Christchurch.

The information in this publication was prepared by Telecom Corporation of New Zealand Limited after making all reasonable inquiry and to the best of the knowledge of the Corporation complies with the requirements of Regulation 4 of the Telecommunications (Disclosure) Regulations 1990.

All service charges EXCLUDE GST, except for Payphone prices (which include GST).

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SECTION 1

TELEPHONE SERVICES

1.1 CONNECTION CHARGES

The network connection charge covers the actual connection of a customer to the PSTN, plus administrative overheads associated with this connection.

- | | |
|--------------------------------|---------|
| ● Standard network connection | \$55.00 |
| ● Change of customer name only | \$35.00 |

1.1.1 Installation Charges

Installation charges will apply to all work on a customer's property required to provide them with service. Installation charges will apply to the lead in and to any premises wiring that is required solely to serve the customer. Charges will be based on actual costs which will be determined by Telecom's Regional Operating Companies (ROCs). They will include, for example, labour, materials and travelling time.

1.2 EXTENSION OF SERVICE BEYOND THE TELECOM PSTN AREA

In providing the service to a customer, it may be necessary to extend the Telecom PSTN either beyond a serviced area, or some distance away from existing reticulation within a serviced area. Different criteria will apply, depending on whether the customer

is residential or business. In cases where the customer requests service, or requests an upgrading of service, charges will be based on the criteria in sections 1.2.1 and 1.2.2 below.

1.2.1 Business Connections

Charges for business connections which require an extension of the Telecom PSTN will be based on the costs associated with each individual case. These charges will vary, and customers should enquire at their local Telecom Regional Operating Company (ROC) office before proceeding.

1.2.2 Residential Connections

Residential customers will be charged according to this formula. First, the total cost of making the connection is calculated—and this will include the supply, erection and renewal of all poles, wires, underground cables, and any other plant or equipment that may be required. Then \$2000 is deducted from the total cost and the customer pays 30% of the balance with the ROC paying the rest.

Example:

Total cost of providing customer with service	\$10000.00
Deduction of \$2000	\$2000.00
Balance	\$8000.00
Customer pays 30% of the balance	\$2400.00
ROC pays 70% of the balance	\$5600.00

Note:

- The \$2000 deduction is based on the cost of providing un-amplified cable service to a small group of customers.
- The charge in 1.2.2 is in addition to any charges applying under 1.1 above.

1.3 PSTN LINE RENTAL CHARGES

1.3.1 Monthly Line Rental Charges

Line rental is charged according to class of service and type of service.

There are two classes of service: "standard" and "non-standard".

Standard line rentals apply to most residential customers; and to business customers in areas which have local call charging.

Non-standard line rental applies to different older classes of exchange. It also applies to business customers in areas which have modern exchanges but no local call charging. The "non-standard" class is further differentiated into two types of service: individual and party-line. (There is no such differentiation for "standard" rentals).

It is Telecom's intention to move all customers on all exchanges eventually on to standard rentals.

STANDARD LINE RENTAL CHARGES

Class of Service	Type of Service	Business Rate	Residential Rate
Standard	not applicable	\$60.42	\$27.80

NON-STANDARD LINE RENTAL CHARGES

Class of Service	Type of Service	Business Rates		Residential Rates (includes B3)
		B1	B2	
Non-standard older exchanges	Individual	\$91.30	\$67.48	\$27.80
Classes 5 6 & 7	Party	\$77.61	\$57.36	\$23.63
Non-standard older exchanges	Individual	\$91.30	\$67.48	\$25.41
Classes 1 2 3 & 4	Party	\$77.61	\$57.36	\$21.60

Note:

The party-line charges given are a maximum. The reduction for sharing a party line is at least 15% off the individual-line charge; this reduction may be greater, at the discretion of the local ROC Marketing Director.

1.3.2 Kapiti Trial Line Rental Charges

The following charges apply to the Kapiti trial area customers. The three options identified here are available to residential customers only, for the duration of the trial period. Customers who do not choose either option B or C will remain on option A.

Option A: No Change

No surcharge on line rental. Customers have free local calling in the Paekakariki, Paraparaumu, Waikanae areas, but pay Telecom national call tariffs as applicable to the Kapiti area.

Option B: Local Call Charge

A reduction on line rental of \$6.00 per month, and a charge for every call made. Local calls or calls to Otaki or Porirua will be charged at 2 cents per minute between 8 a.m. and 6 p.m. Monday to Friday; and at 0.5 cents per minute between 6 p.m. and 8 a.m.

Monday to Friday, at any time during weekends, and at any time on national statutory holidays. Calls to other areas, including Wellington and the Hutt Valley, will be charged at the Telecom national call rates applicable to the Kapiti area.

Option C: Free Calling to Wellington

A surcharge on line rental of \$6.00 per month. All local calls and calls to the Wellington local calling area (Porirua, Hutt Valley and Wellington) will be free. Calls to other areas will be charged at the Telecom national call rates applicable to the Wellington area.

1.4 EXTENDED AREA CHARGES

An extra charge may be made for new connections when amplification (line conditioning) is required to be installed to strengthen the signal so that the customer does not lose speech quality.

Extended Area Charges are being phased out. Customers who wish to know whether these apply in their area should enquire at their local Telecom ROC office.

1.5 MINIMUM CONTRACT PERIOD

The minimum contract period for connection to the PSTN is 1 month.

1.6 MESSAGE RATE STATION SERVICE

The Message Rate Station Service is available only on Great Barrier Island.

- Monthly charge \$8.70

1.6.1 Re-opening Charges

The charge covers the re-opening of the exchange for urgent national or international calls.

Re-opening Between the Hours of 7 a.m. and 9 p.m.

If the operator lives on the premises:

- Charge per 20 minutes or part of 20 minutes' attendance \$0.30

If the operator lives away from the premises:

- Charge per 20 minutes or part of 20 minutes' attendance \$0.70

Re-opening Between the Hours of 9 p.m. and 7 a.m.

If the operator lives on the premises:

- Charge per 20 minutes or part of 20 minutes' attendance \$1.00

If the operator lives away from the premises:

- Minimum charge for first 20 minutes \$2.00
- Charge for following 20-minute intervals or part of 20 minutes' attendance \$1.00

1.7 DIRECT-DIAL-IN (DDI) SERVICE

This is a service available to customers with Private Automatic Branch Exchanges (PABX) to allow direct dialling into extension telephones from the PSTN.

The following charges will be progressively introduced:

- Monthly charge for each block of 10 DDI numbers from 1 September 1990 \$20.00
- Monthly charge for each block of 10 DDI numbers from 1 March 1991 \$25.00
- Monthly charge for each block of 10 DDI numbers from 1 September 1991 \$30.00
- Monthly charge for each block of 10 DDI numbers from 1 March 1992 \$35.00
- Monthly charge for each block of 10 DDI numbers from 1 September 1992 \$40.00

Note:

- These charges are additional to business line rental charges.
- DDI Charges will apply from the time DDI numbers are reserved.

1.8 "FOREIGN" EXCHANGE SERVICE (FES)

This service allows business customers to have a PSTN number at an exchange other than their local one.

1.8.1 Installation Charges

- Installation charge \$210.00

1.8.2 Line Rental Charges

The monthly rental of a "foreign" exchange line is made up of the local PSTN line rental plus the charge for a VI 4-wire leased circuit between the local exchange and the parent exchange from which the FES circuit originates. The rental is therefore:

- either: charge per line for FES (for customers paying standard rentals) \$124.06
(Business customers paying standard rentals will also pay for local calls)
- or: charge per line for FES (for customers paying non-standard rentals) \$154.94

1.8.3 Monthly Transmission Charges

These depend on the length of the circuit. There are 5 different distance steps (see section 4.3.4), and the current charges for these are:

V1 Circuit: Monthly Transmission Charges

	Step A	Step B	Step C	Step D	Step E
V1 Circuit (2-wire)	\$600.00	\$880.00	\$1230.00	\$1830.00	\$2370.00

Note:

- Prices for 4-wire and 6-wire circuits will be a maximum of, respectively, twice and three times the 2-wire charges.
- Where junction circuits are provided in conjunction with transmission links, the first 10 km of junction charges are waived.

1.9 HIGH CAPACITY ACCESS TO THE PSTN

This type of service provides access to the PSTN in blocks of 30 telephone circuits with a 2Mbit/s link.

High-capacity access to the PSTN is available for a minimum term of 12 months. No temporary lease is available for this service.

The prices quoted below apply where a customer's Customer Premises Equipment (CPE) is capable of supporting a 2Mbit/s stream and also the individual circuits. Any extra costs associated with conversion of a customer's CPE to support 2Mbit/s access are to be paid by the customer.

1.9.1 2 Mbit/s Local Access

This service uses 2Mbit/s links to provide access to the local exchange from a customer's premises—for example, for a Private Automatic Branch Exchange (PABX).

Installation Charges for Local Access

The installation charge applied to links terminating within a geographic area of 2 km radius from the local exchange.

- Installation charge per 2 Mbit/s link \$7500.00

For installing circuits further than 2 km from the local exchange, there may be an additional charge to the customer. This will be based on the actual costs involved in each case, and so charges will vary. Customers should enquire at their local Telecom ROC office for further information.

Access Charges for Local Access

- Monthly charge for the service delivery point at a customer's premises (This is a fixed charge regardless of the quantity and number of links ending at the service delivery point) \$500.00
- Monthly charge per 2 Mbit/s link where local call charging is available (Each link with a capacity of 30 PSTN lines) \$1333.33
- Monthly charge per 2Mbit/s link where local call charging is not available (Each link with a capacity of 30 PSTN lines) \$2383.33

Call Charges for Local Access

Local, national and international call charges apply to all calls from customers using 2Mbit/s local access to the PSTN.

Notes:

- All calls are charged for each minute or part of a minute.
- All calls are charged at the rate applying when the call is started.
- Calls with a chargeable duration of less than 2 seconds are not charged for.
- Calls are not charged for unless answered. Connection to a facsimile machine, answerphone or other device which returns a "call answered" signal constitutes an answered call.

Alteration and Reconfiguration Charges for Local Access

All alteration and reconfiguration charges will be based on actual costs involved. They will include labour, travelling time, materials, and any other costs incurred.

1.9.2 2 Mbit/s Inter-Exchange Access

This service uses 2Mbit/s links to connect the Telecom PSTN and a customer's premises at the inter-exchange level—for example, to provide access to an alternative cellular network.

Access Charges for Inter-Exchange Access

These access charges apply where a customer's premises are within a Point of Interconnect.

- Monthly charge for service delivery point at a customer's premises (This is a fixed charge regardless of the quantity and length of the links ending at the service delivery point) \$666.67
- Monthly charge per 2Mbit/s link where local call charging is available (Each link has a capacity of 30 PSTN lines) \$1333.33
- Monthly charge per 2Mbit/s link where local call charging is not available (Each link has a capacity of 30 PSTN lines) \$2383.33

Where a customer's premises are outside of POI, additional charges associated with 2Mbit/s Foreign Exchange Service may apply. (See section 1.9.3).

Installation Charges for Inter-Exchange Access

Charges for the installation of inter-exchange links are rated using Points of Interconnection (POI). A Point of Interconnection is defined as a geographic area of 2 km radius, within which inter-exchange access is provided to the Telecom PSTN for a fixed installation charge.

Note:

The following locations have been identified as Points of Interconnection for inter-exchange access to the Telecom PSTN: Whangarei, North Shore, Auckland Central, Papatoetoe, Tauranga, Hamilton, Rotorua, New Plymouth, Gisborne, Napier, Wanganui, Palmerston North, Wellington, Nelson, Christchurch, Dunedin and Invercargill.

- Installation charge per 2 Mbit/s link installed within a POI \$7,500.00

For installing links which extend beyond POI boundaries, there is an additional installation charge to the customer based on the actual costs involved in each case. This charge will vary and customers should enquire at their local Telecom ROC office for further information.

Call Charges for Inter-Exchange Access

Local, national and international call charges apply to all calls from customers using 2Mbps access to the PSTN (see section 2: Telephone-Call Tariffs). Calls to or from customers with 2Mbit/s Inter-Exchange Access are charged to that customer. The chargeable duration of a call to a customer is the total circuit holding time within the Telecom network, less a call set up period of 5 seconds. The chargeable duration of a call from a customer is determined in the same way as for ordinary calls within the Telecom PSTN.

Notes:

- All calls are charged for each minute or part of a minute.
- All calls are charged at the rate applying when the call is started.
- Calls with a chargeable duration of less than 2 seconds are not charged for.
- Calls are not charged for unless answered. Connection to a facsimile machine, answerphone or other device which returns a "call answered" signal constitutes an answered call.

Alteration and Reconfiguration Charges for Inter-Exchange Access

All alteration and reconfiguration charges will be based on the actual costs involved. They will include labour, travelling time, materials, and any other costs incurred.

1.9.3 2 Mbit/s Foreign Exchange for Inter-exchange Access

Where a customer requests connection to a POI for inter-exchange access from a distant exchange area, Megalink prices will apply to all transmission links required. (See section 4.11.2).

1.9.4 Automatic Number Identification

Automatic Number Identification (ANI) is available as a Telecom service to customers who have access to the Telecom PSTN at the Inter-Exchange level (see section 1.9.2). ANI enables a customer to electronically identify the Telecom national number of any caller to the customer's network, provided that the caller is connected to an exchange with ANI facilities.

Charge per call

\$0.04

1.10 TEMPORARY SERVICE

Charges for the temporary lease of equipment or services will be quoted by Telecom's Regional Operating Companies (ROCs) as required.

SECTION 2

TELEPHONE—CALL TARIFFS

This section lists relevant charges for making local, national and international calls. These charges do not apply to calls from public payphones (see section 3). The attached maps show typical charges from the specified local calling areas. There may be a few exceptions applying to calls from some exchanges within the areas to certain exchanges outside them. More detailed information on national call (toll) charges may be inspected or purchased at the principal offices of the Corporation at Auckland, Hamilton, Wellington and Christchurch.

CALL TARIFFS

The following general criteria apply to all calls charged on a per-call basis:

- All calls are charged for each minute or part of a minute.
- All calls are charged at the rate applying when the call is started.
- Calls with a chargeable duration of less than 2 seconds are not charged for.
- Calls are not charged for unless answered. An "answered" call includes connection to a facsimile machine, answerphone, or other device which returns a "call answered" signal.

2.1 TELECOM LOCAL CALLS

2.1.1 Local Call Charging Rates

Since 1 November 1989 Telecom has been introducing local call charging throughout New Zealand for all business customers. For information on which areas have introduced local call charging, please contact the nearest Telecom office.

RATE PER MINUTE OR PART OF A MINUTE

CHARGE PERIOD	PEAK Monday—Friday 8 a.m.—6 p.m.	OFF PEAK Monday—Friday 6 p.m.—8 a.m. All day Saturday, Sunday and national statutory holidays
PRICE	3 cents	0.5 cents

Notes:

- Emergency calls (dial 111) are not charged for at any time.
- All times are New Zealand local time.

2.2 TELECOM NATIONAL CALL (TOLL) CHARGES

National calls were previously referred to as toll calls. National calls are calls made within New Zealand but outside a customer's local calling area. The following charges apply.

RATE PER MINUTE OR PART OF A MINUTE (Effective from 1 November 1989)

CHARGING PERIOD

CHARGING STEP	Economy Monday—Friday 6 p.m.—10 p.m. & 7 a.m.—8 a.m.; Sat, Sun and national statutory holidays			
	Morning Monday—Friday 8 a.m.—Noon	Afternoon Monday—Friday Noon—6 p.m.	7 a.m.—10 p.m.	Night Every Day 10 p.m.—7 a.m.
A	\$0.06	\$0.05	\$0.04	\$0.02
B	\$0.12	\$0.10	\$0.08	\$0.04
C	\$0.20	\$0.16	\$0.12	\$0.06
D	\$0.31	\$0.25	\$0.19	\$0.09
E & F	\$0.48	\$0.38	\$0.28	\$0.14
G	\$0.64	\$0.49	\$0.37	\$0.18
H	\$0.76	\$0.59	\$0.44	\$0.22
I & J	\$0.94	\$0.73	\$0.54	\$0.27

Notes:

- Step A rates apply to calls between telephone offices on Great Barrier Island.
- All times are New Zealand local time.

2.2.1 National Call Charging Steps

The applicable charging steps for national calls between different exchanges within New Zealand are set by Telecom. Telecom's current national call charging steps for main centres are shown below:

	Whangarei															
Auckland	E	Auckland														
Hamilton	G	D	Hamilton													
Rotorua	H	E	E	Rotorua												
Tauranga	H	E	E	C	Tauranga											
New Plymouth	I	H	E	G	H	New Plymouth										
Napier	I	H	G	E	G	H	Napier									
Gisborne	I	I	H	G	G	I	E	Gisborne								
Palmerston North	I	G	E	H	H	E	E	H	Palmerston North							
Wanganui	I	H	G	H	H	E	G	H	D	Wanganui						
Wellington	I	H	G	I	I	H	H	I	D	E	Wellington					
Nelson	I	I	I	I	I	I	I	I	H	H	E	Nelson				
Christchurch	I	I	I	I	I	I	I	I	H	I	H	H	Christchurch			
Dunedin	I	I	I	I	I	I	I	I	I	I	I	I	H	Dunedin		
Invercargill	I	I	I	I	I	I	I	I	I	I	I	I	H	E	Invercargill	

Table 2.2.1

2.2.2 Scott Base Telephone Service

Calls to Scott Base are charged at the maximum national call rate applying at the time the call is made.

2.2.3 High-Frequency Island Services

Calls to New Zealand's offshore islands which have a telephone service available are charged at the maximum national calling rates applying at the time the call is made. These islands are:

- Campbell Islands
- Chatham Islands
- Raoul Island

Calls from the Auckland Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Auckland Local Calling Area.

A	2c	4c	5c	6c	A
B	4c	8c	10c	12c	B
C	6c	12c	16c	20c	C
D	9c	19c	25c	31c	D
E	14c	28c	38c	48c	E
G	18c	37c	49c	64c	G
H	22c	44c	59c	76c	H
I	27c	54c	73c	94c	I

TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm

3 cents per minute

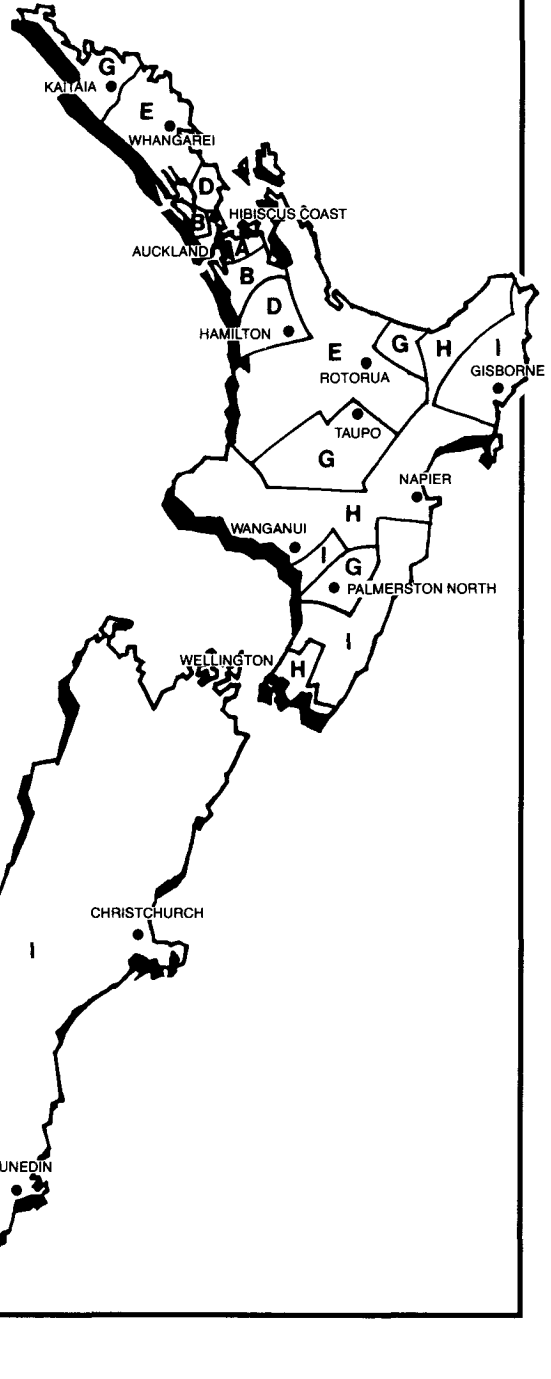
Monday to Friday 6pm to 8am,

Saturday, Sunday and National Statutory Holidays

1/2 cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Blenheim Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE ↓	APPROX 40% OFF FULL RATE ↓	APPROX 20% OFF FULL RATE ↓	FULL RATE ↓

The rates shown are for each minute or part of a minute for direct dial calls from the Blenheim Local Calling Area.

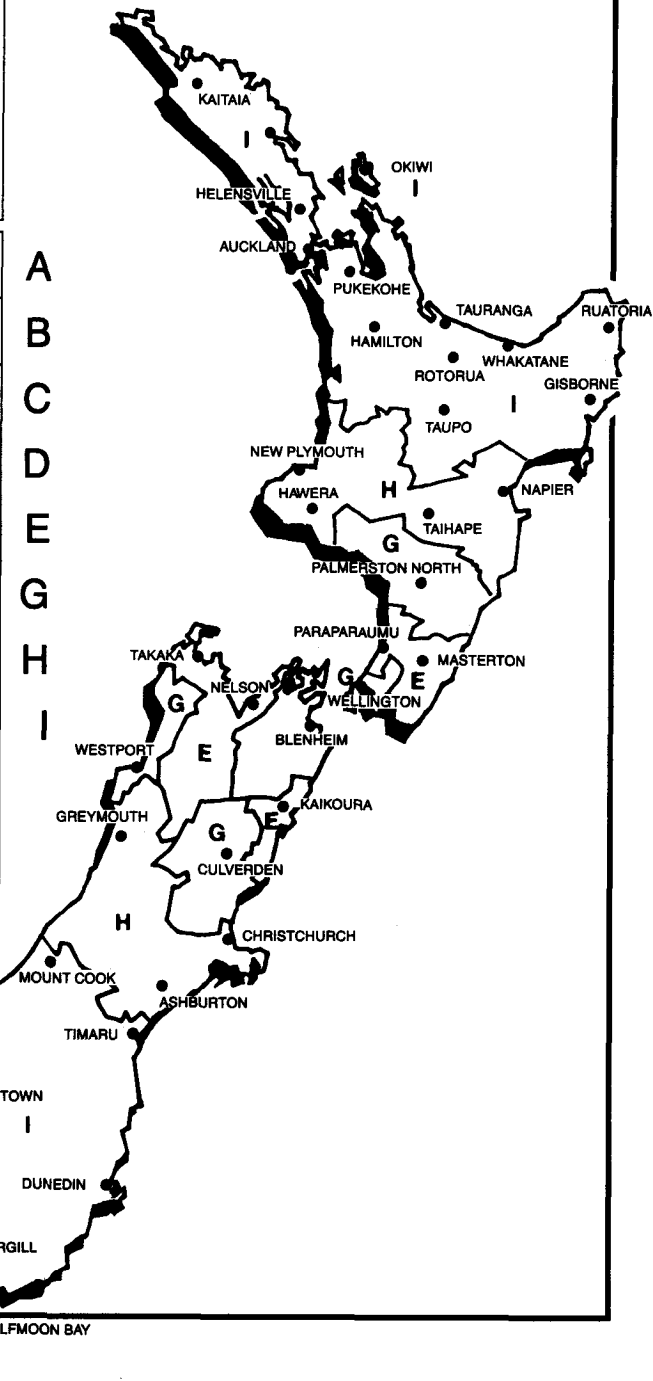
A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All customers can ring 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Christchurch area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Christchurch local calling area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm

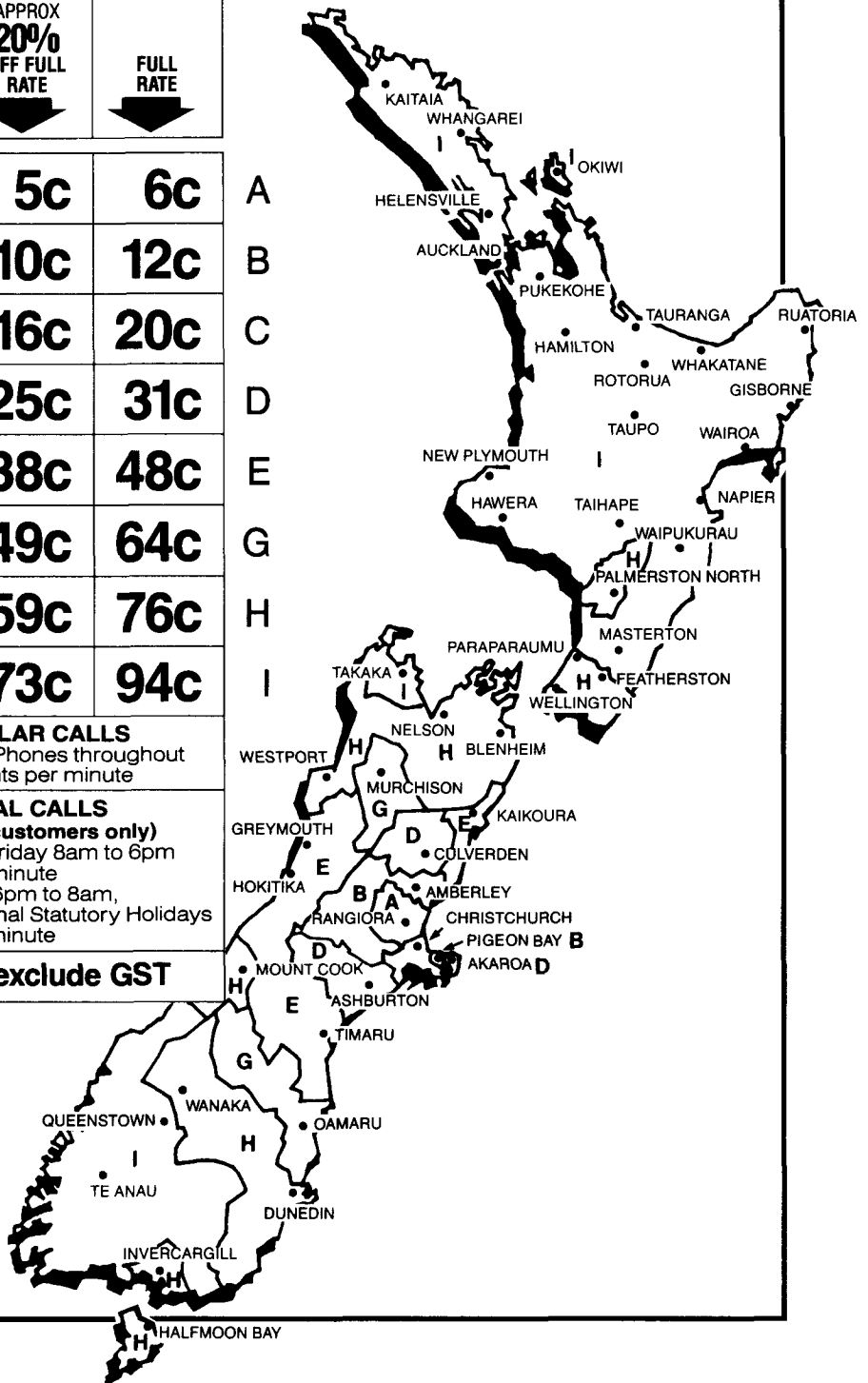
3 cents per minute

Monday to Friday 6pm to 8am,

Saturday, Sunday and National Statutory Holidays

½ cent per minute

The rates quoted exclude GST



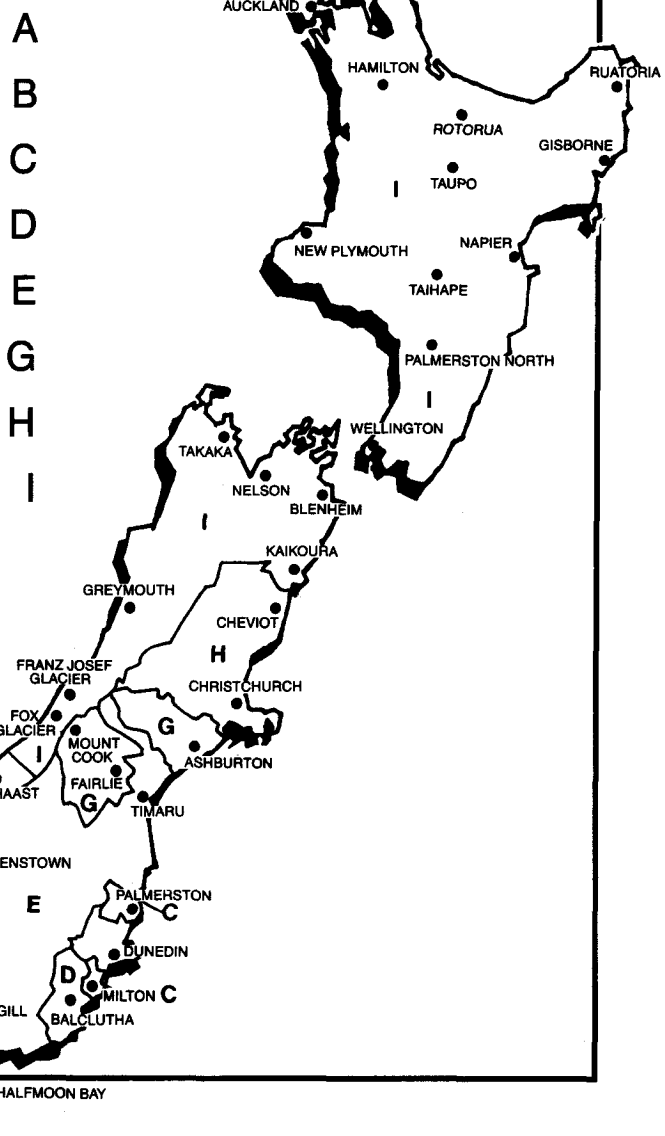
Calls from the Dunedin Area cost

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for Direct Dial calls from the Dunedin Local Calling Area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c



TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).

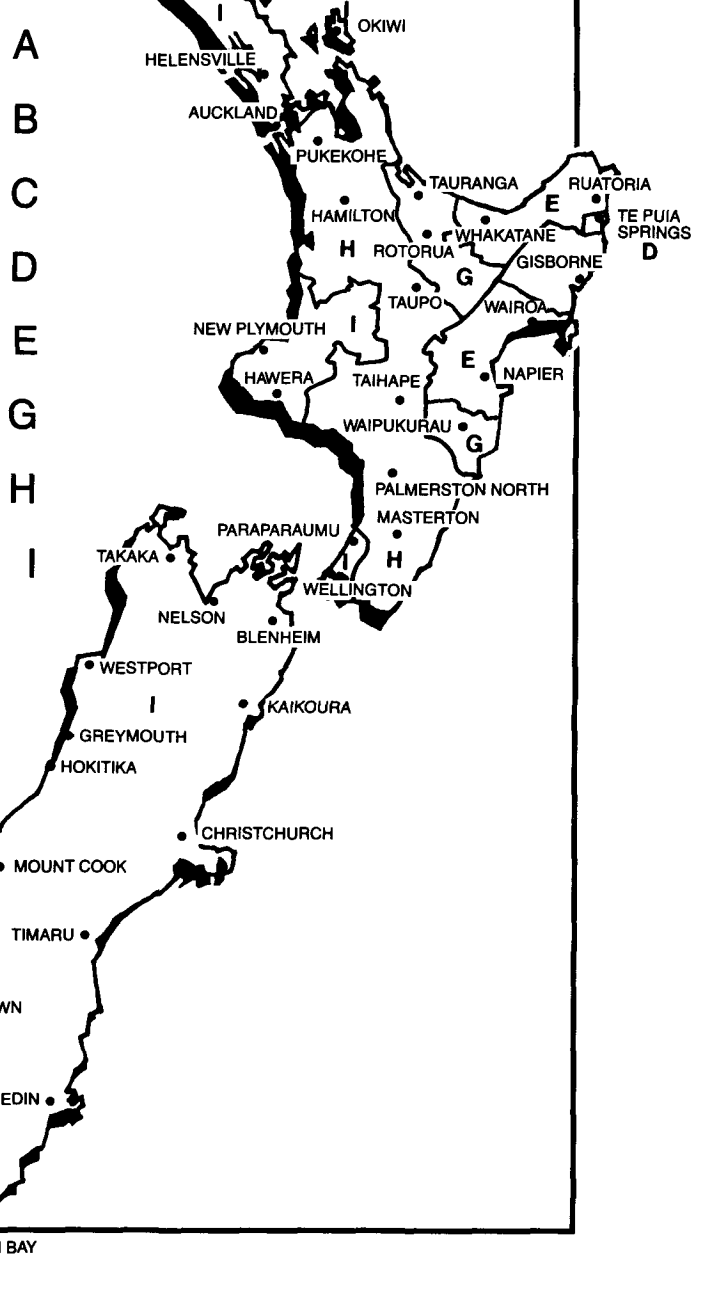
Calls from the Gisborne area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Gisborne local calling area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c



TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm
3 cents per minute

Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

Calls from the Greymouth Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Greymouth Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

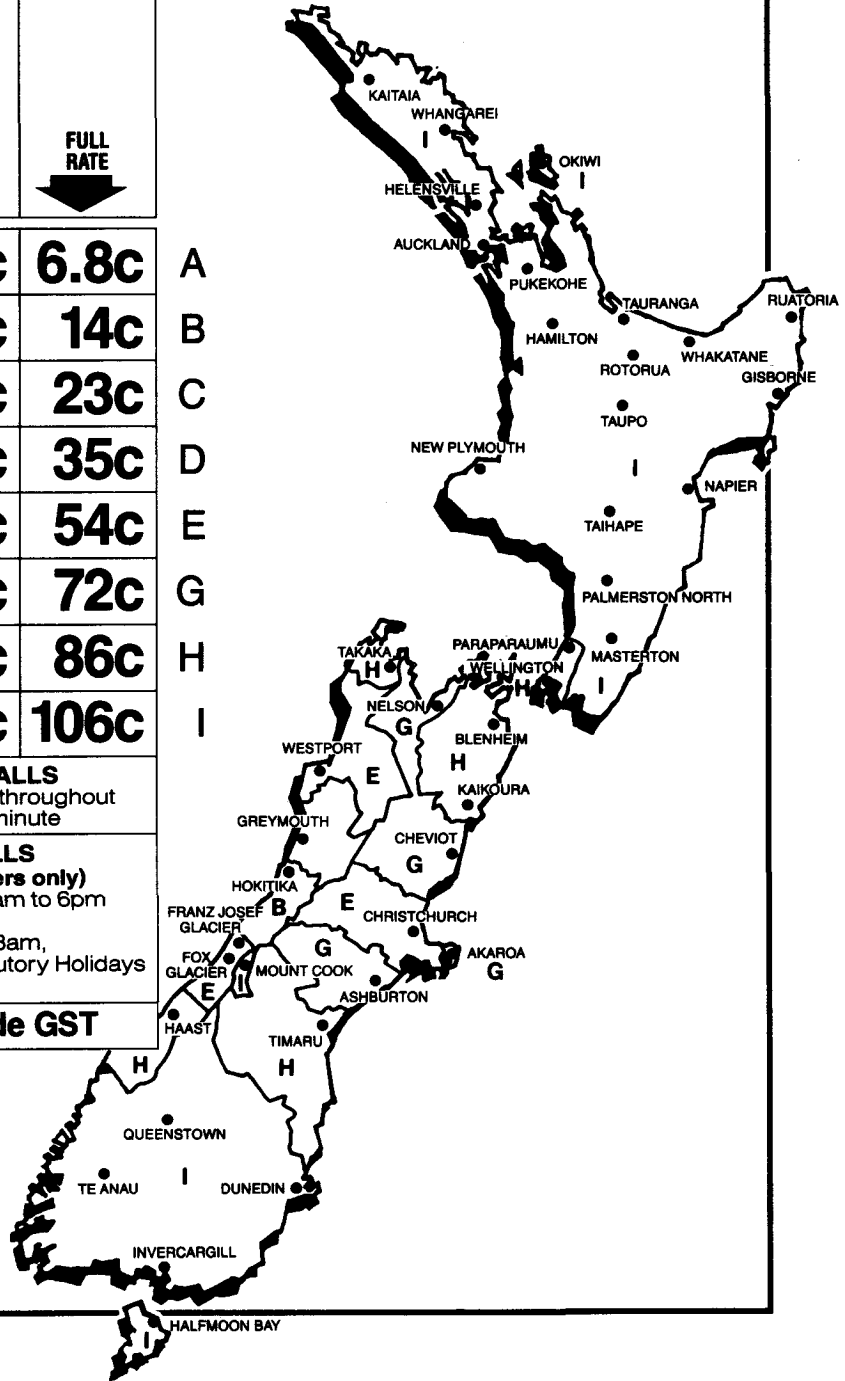
A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3.4 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
0.6 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



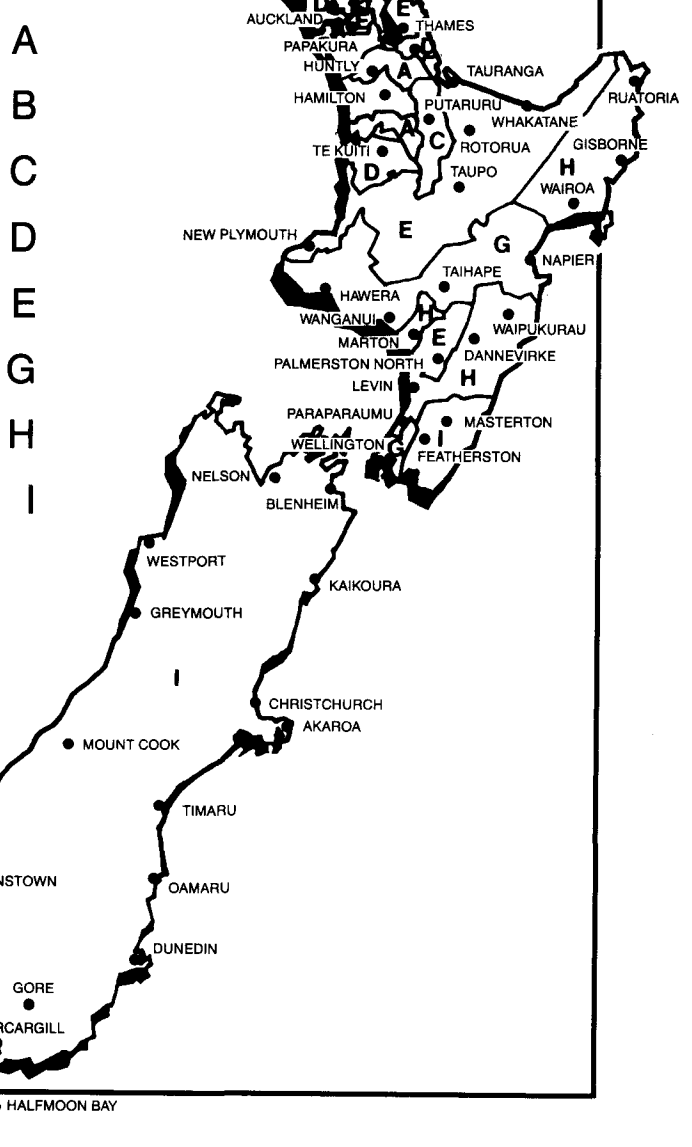
Calls from the Hamilton area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Hamilton local calling area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c



TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm
3 cents per minute

Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
1/2 cent per minute

The rates quoted exclude GST

Customers living outside of the Hamilton area can call 010 to find out the rate for calls from their area (there is no charge for this service).

Calls from the Invercargill Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Invercargill Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

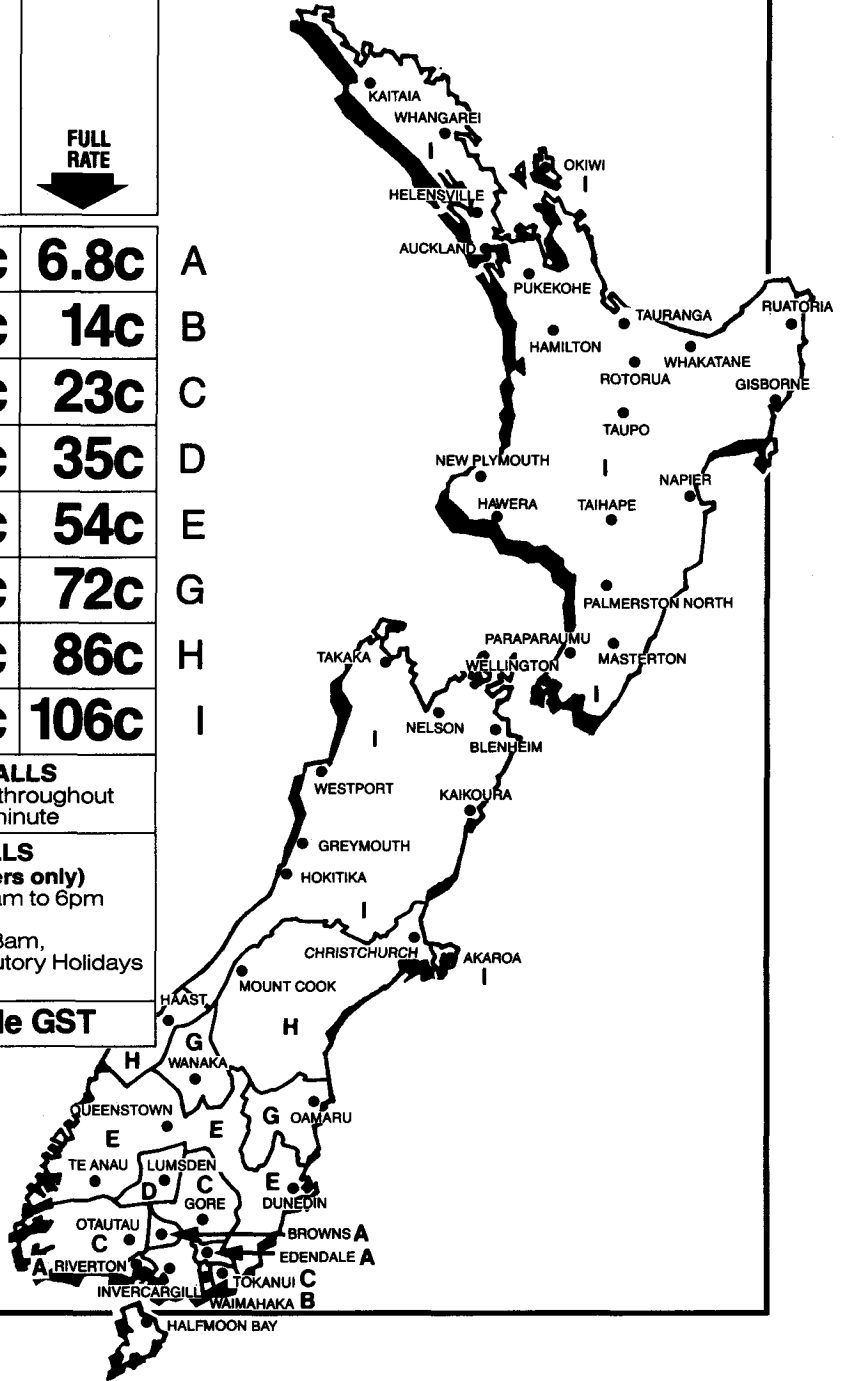
A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3.4 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
0.6 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Masterton Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Masterton Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

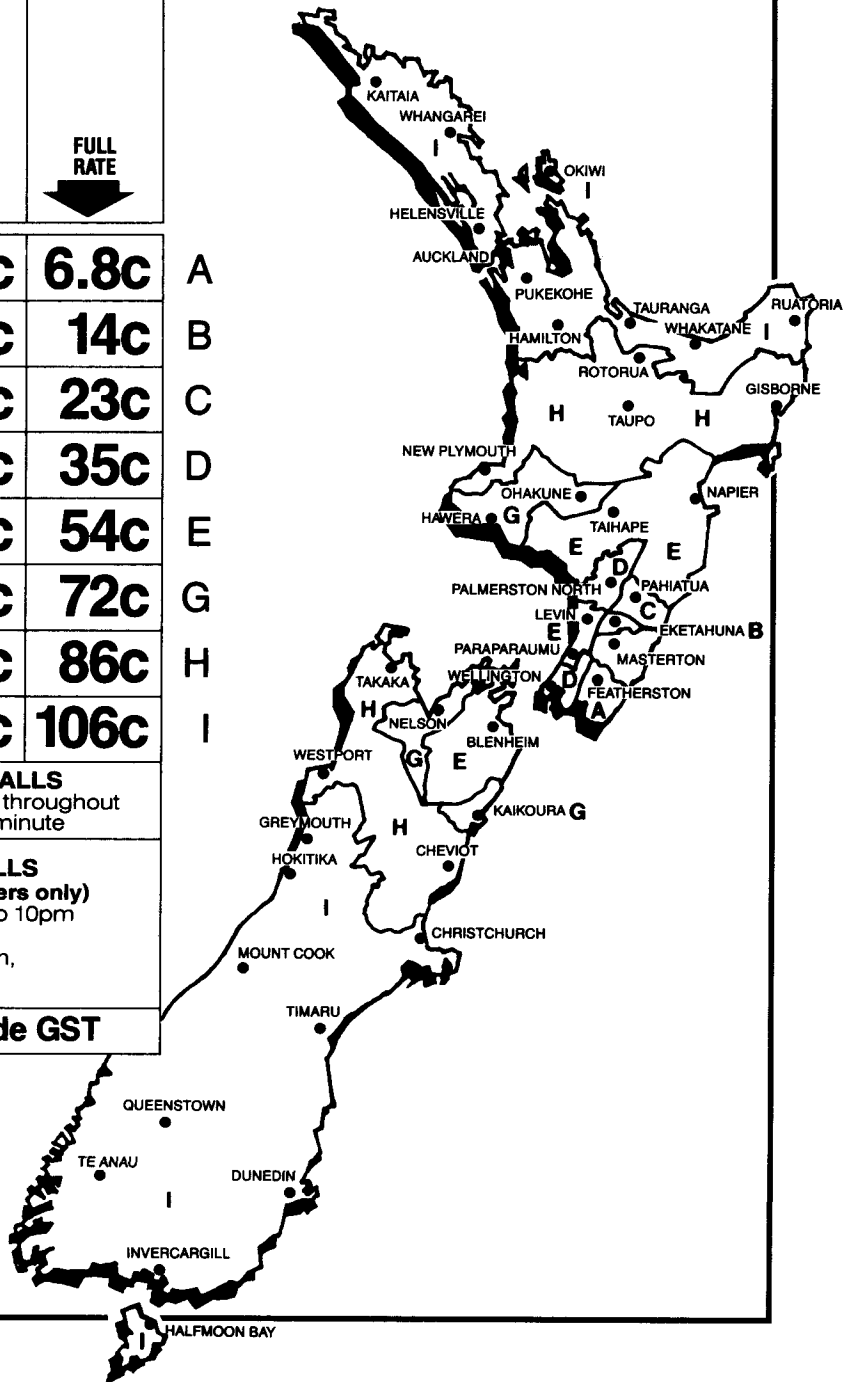
A				
B				
C				
D				
E				
G				
H				
I				

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, every day 7am to 10pm
4 cents per minute
Every day 10pm to 7am,
0.5 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Napier-Hastings Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE ↓	APPROX 40% OFF FULL RATE ↓	APPROX 20% OFF FULL RATE ↓	FULL RATE ↓

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Napier-Hastings Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

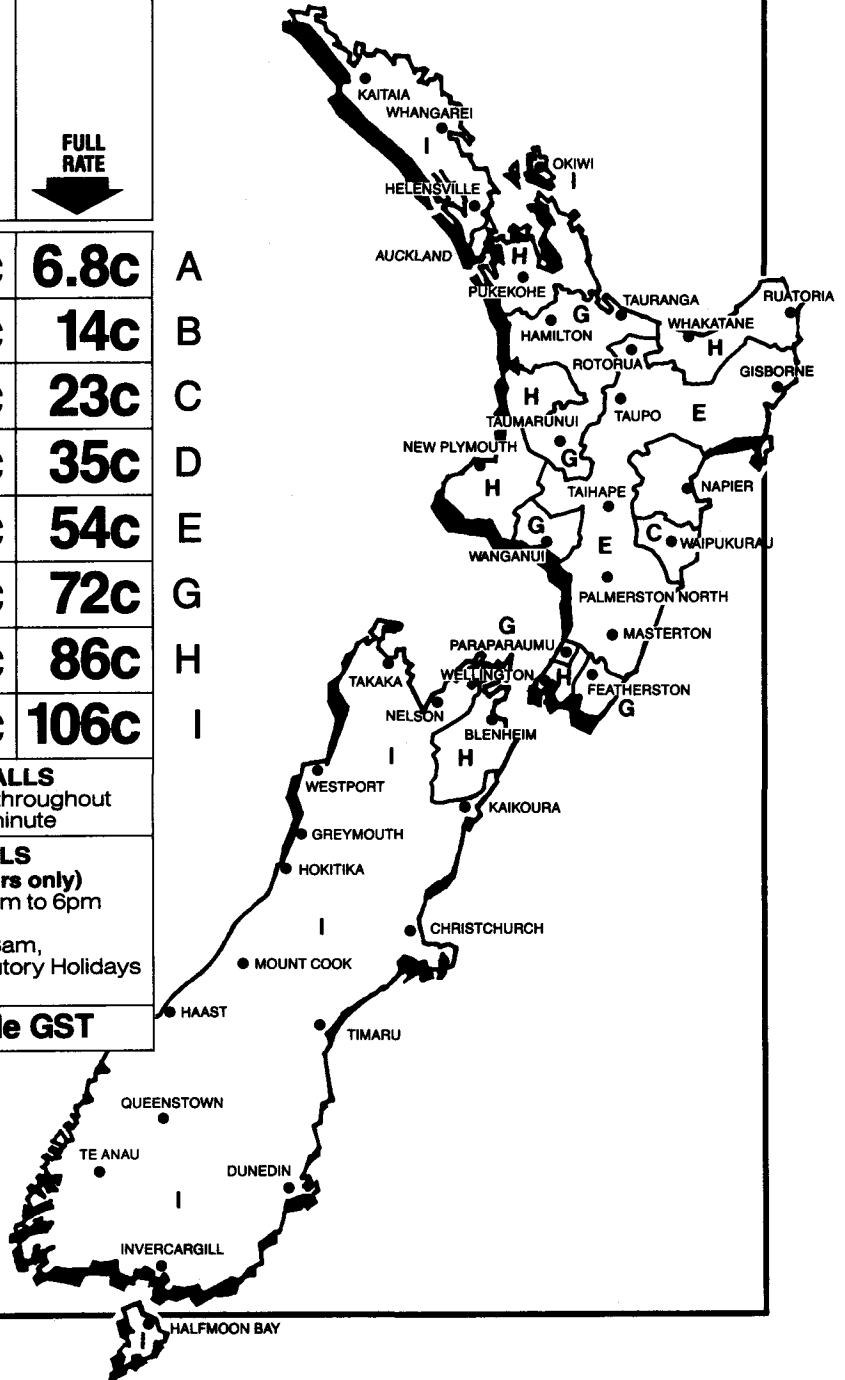
A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3.4 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
0.6 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Nelson Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Nelson Local Calling Area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm

3 cents per minute

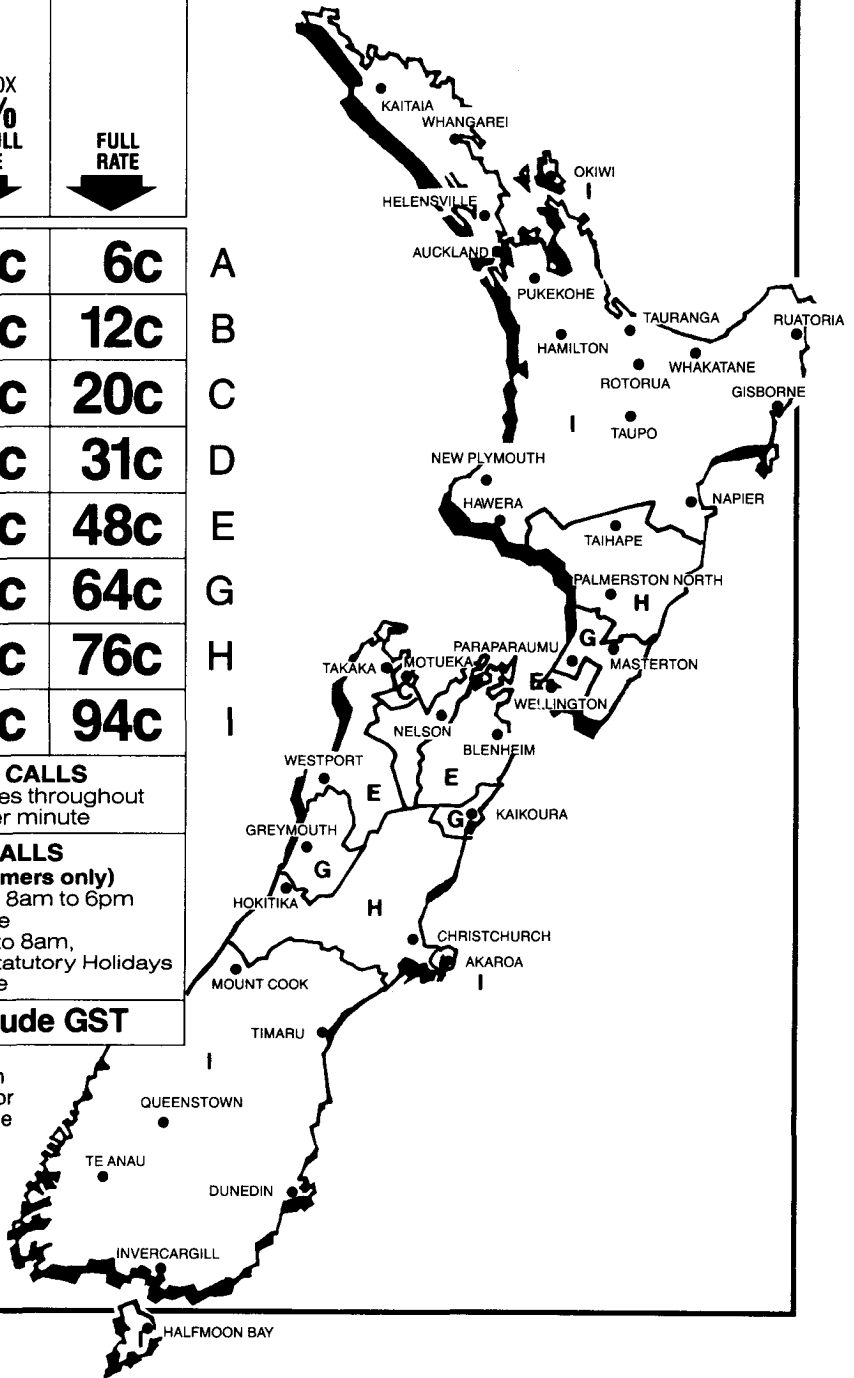
Monday to Friday 6pm to 8am,

Saturday, Sunday and National Statutory Holidays

1/2 cent per minute

The rates quoted exclude GST

Customers living outside of the Nelson Area can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the New Plymouth Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE ↓	APPROX 40% OFF FULL RATE ↓	APPROX 20% OFF FULL RATE ↓	FULL RATE ↓

The rates shown are for each minute or part of a minute for direct dial calls from the New Plymouth Local Calling Area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

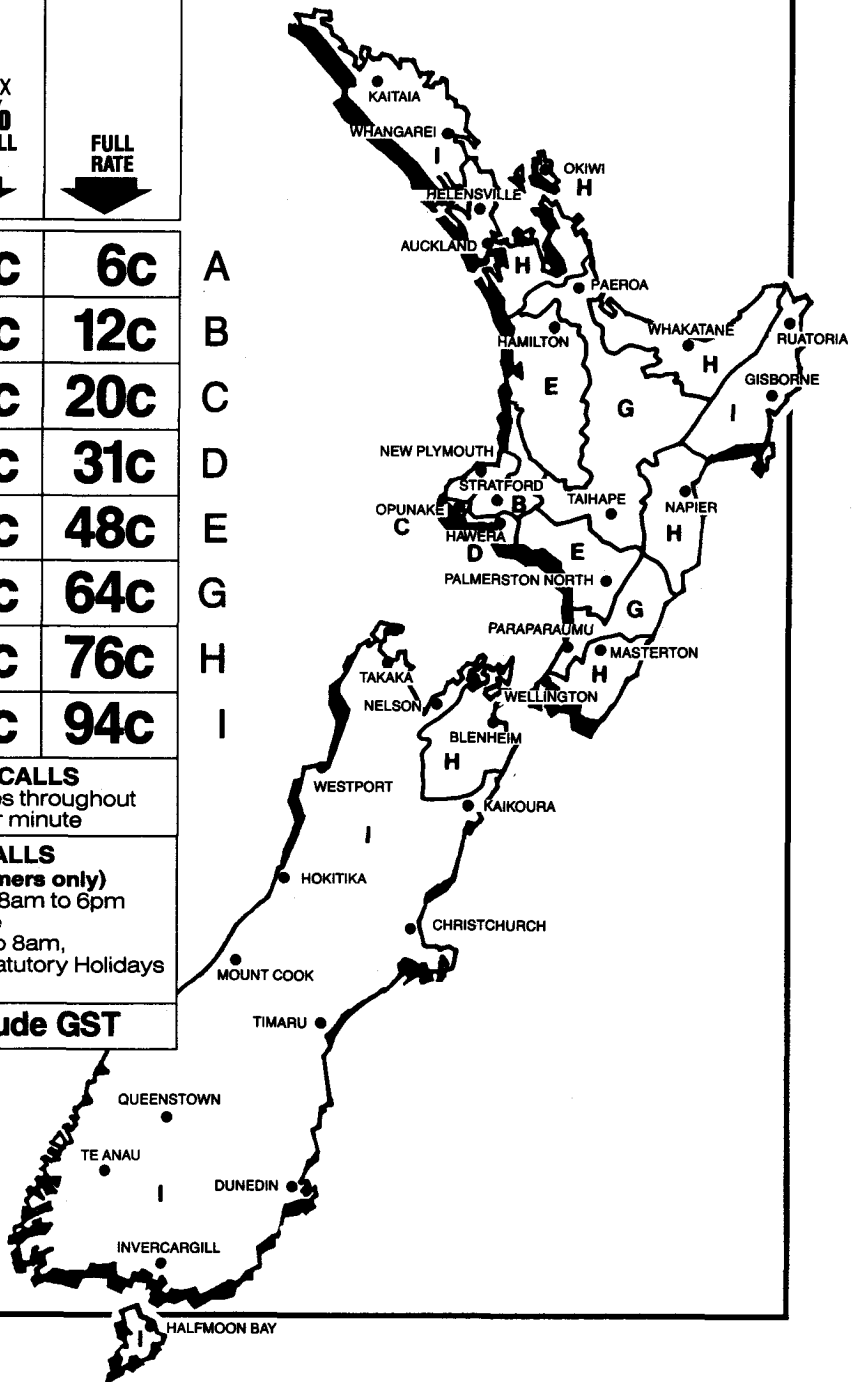
A
B
C
D
E
G
H
I

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All customers can ring 010 to find out the rate for calls from their area (there is no charge for this service).



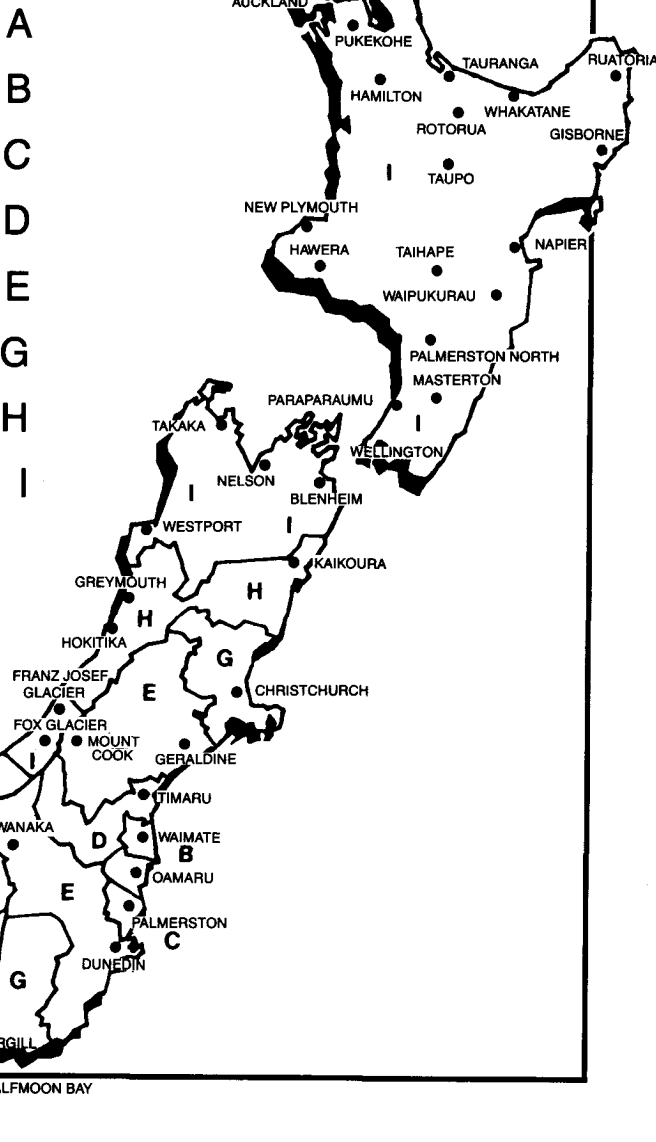
Calls from the Oamaru Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Oamaru Local Calling Area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c



TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
1/2 cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).

Calls from the Palmerston North area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

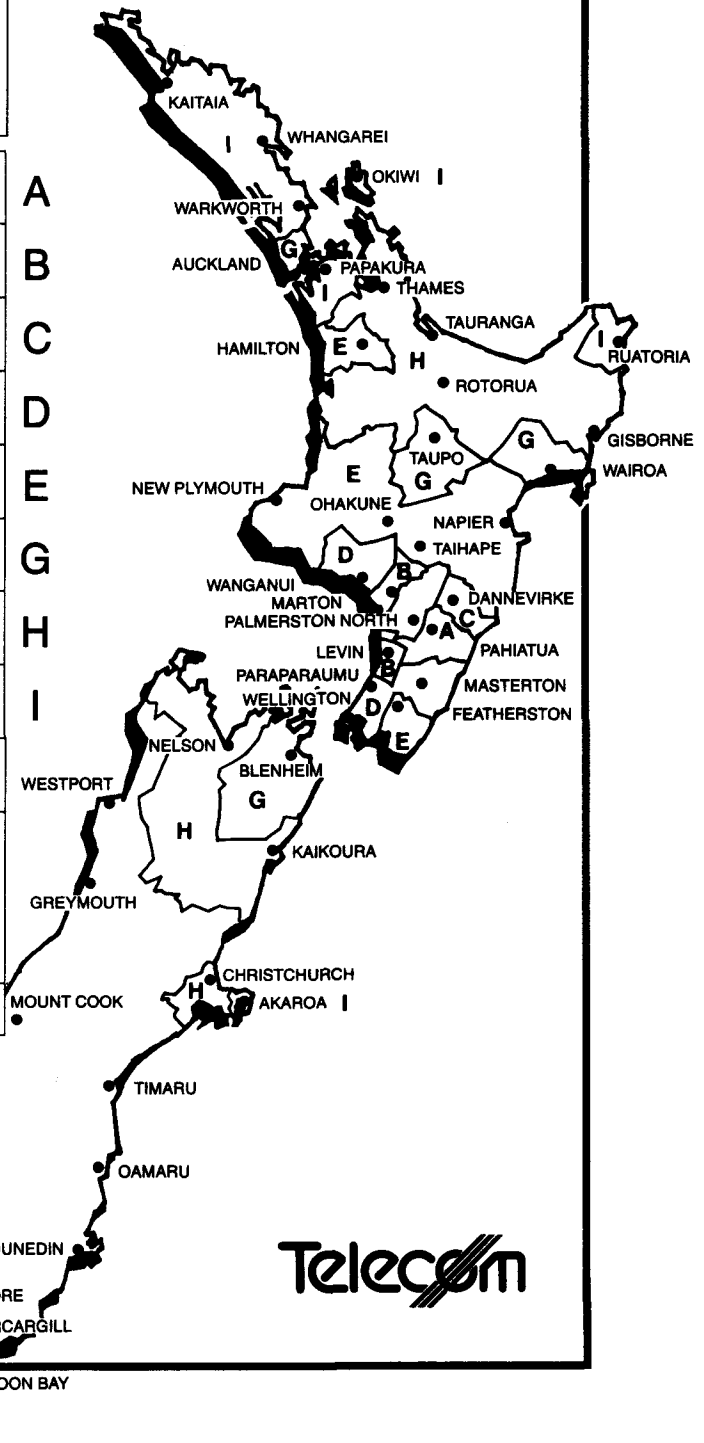
The rates shown are for each minute or part of a minute for direct dial calls from the Palmerston North local calling area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and Public Holidays
½ cent per minute

The rates quoted exclude GST



Calls from the Rotorua Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for Direct Dial calls from the Rotorua Local Calling Area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

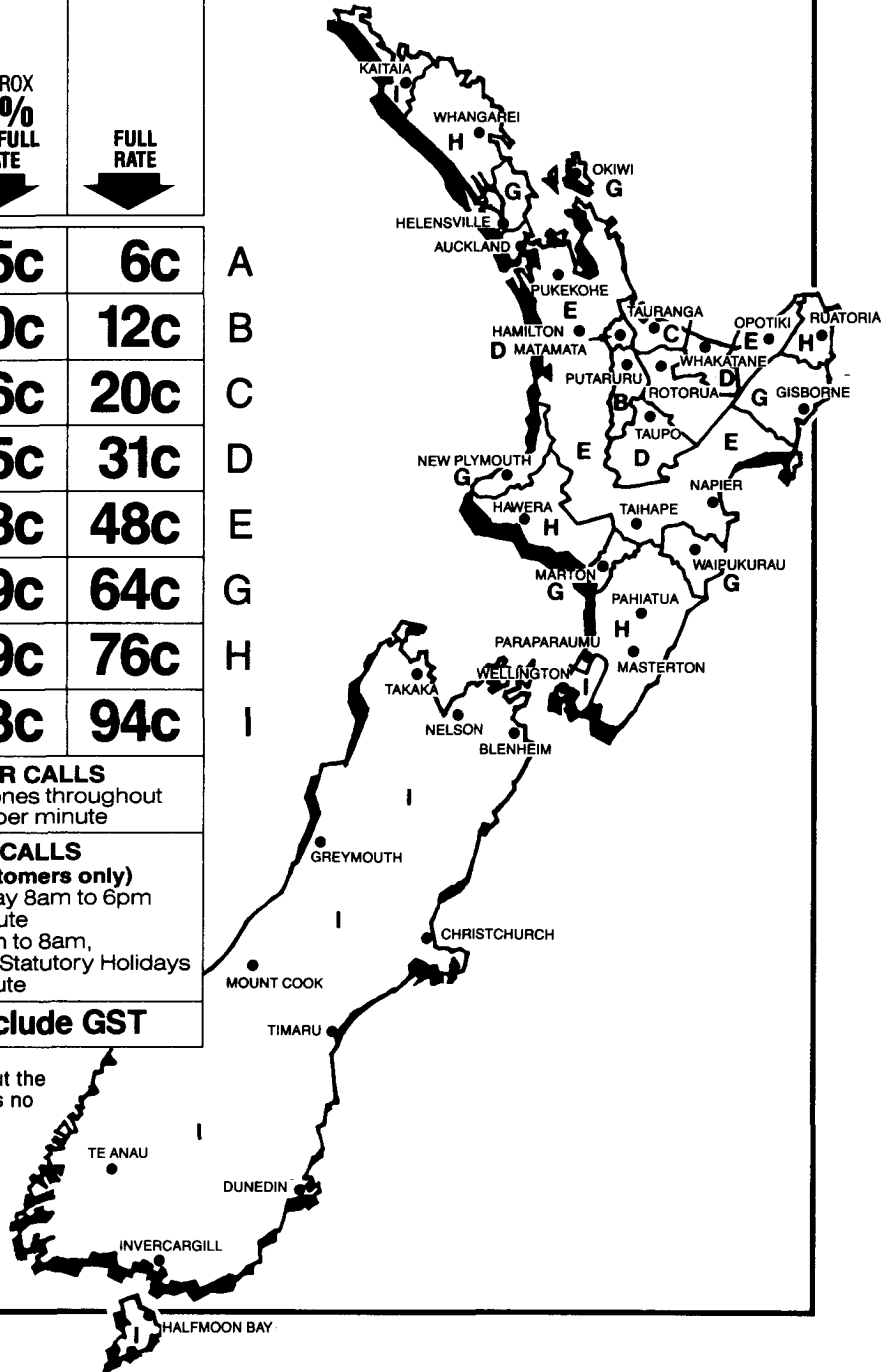
(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm
3 cents per minute

Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Tauranga Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c

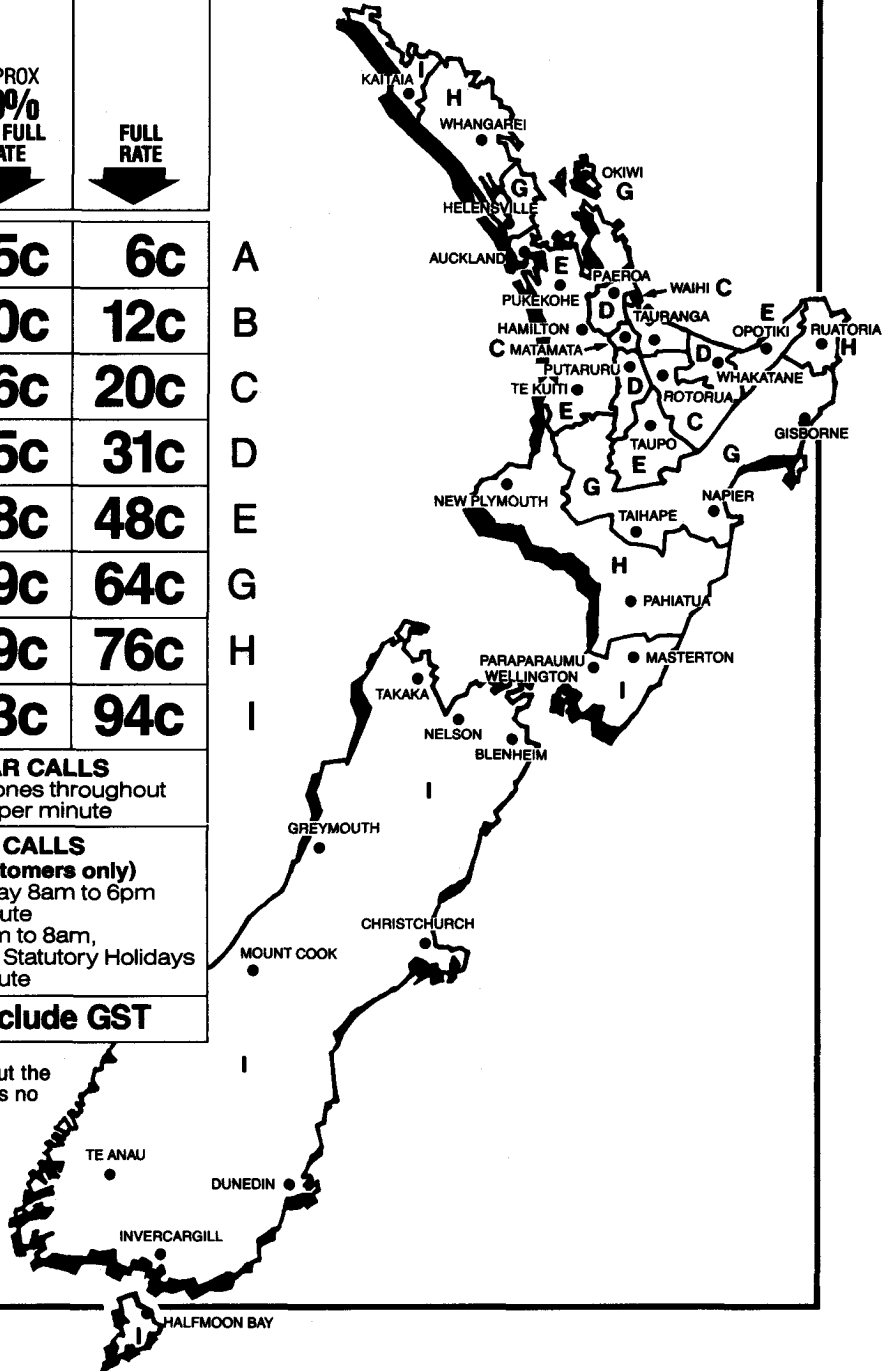
TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).

The rates shown are for each minute or part of a minute for Direct Dial calls from the Tauranga Local Calling Area.



Calls from the Timaru Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Timaru Local Calling Area.

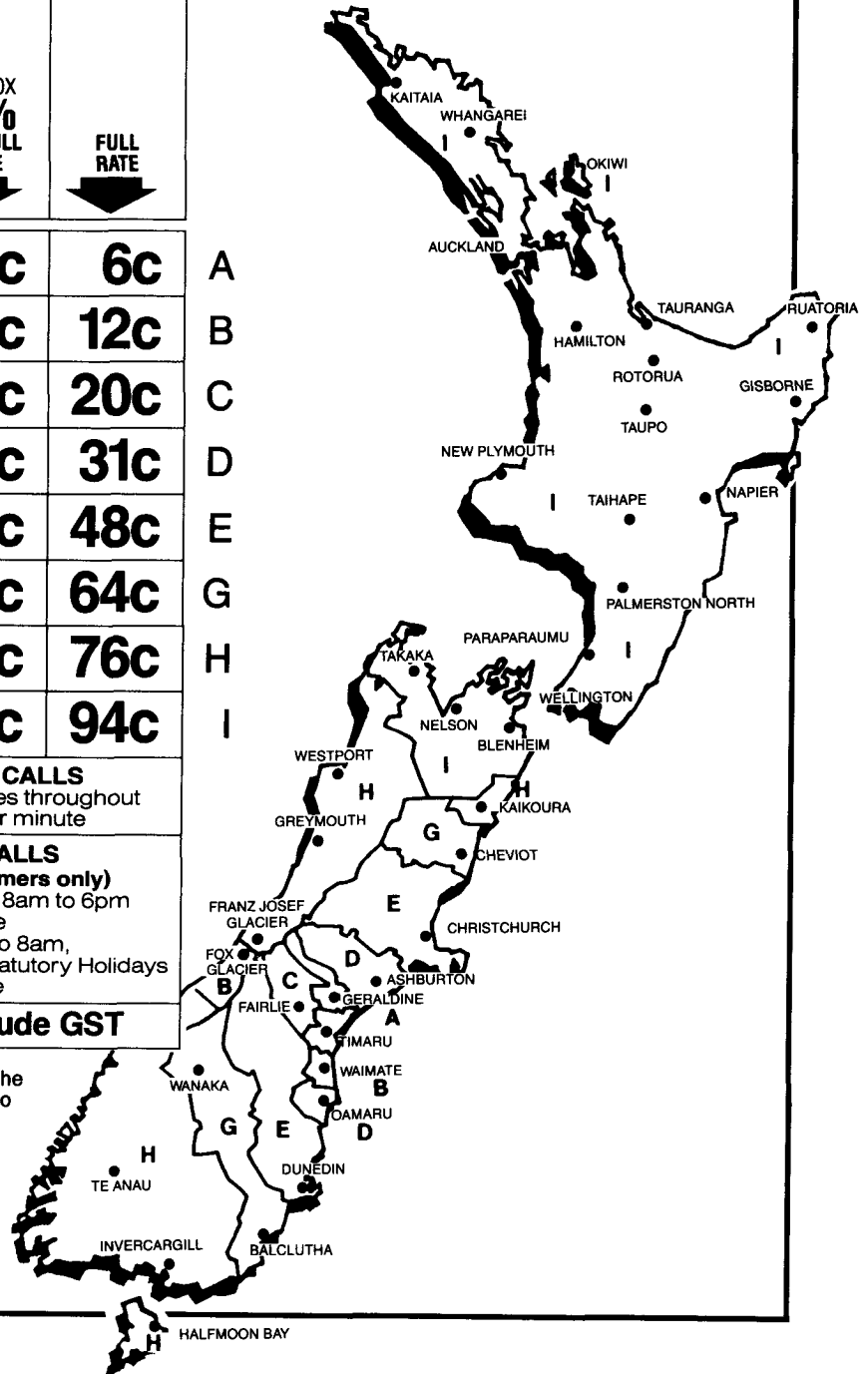
A	2c	4c	5c	6c	A
B	4c	8c	10c	12c	B
C	6c	12c	16c	20c	C
D	9c	19c	25c	31c	D
E	14c	28c	38c	48c	E
G	18c	37c	49c	64c	G
H	22c	44c	59c	76c	H
I	27c	54c	73c	94c	I

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

All Customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



Calls from the Wanganui Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Wanganui Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

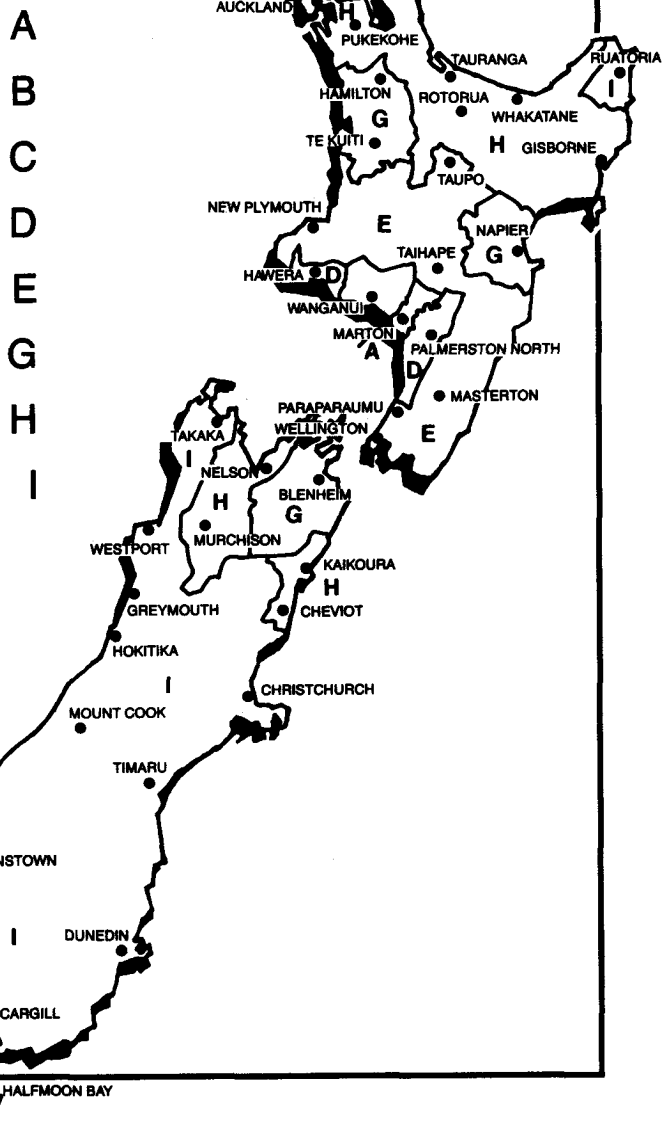
A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, every day 7am to 10pm
4 cents per minute
Every day 10pm to 7am,
0.5 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



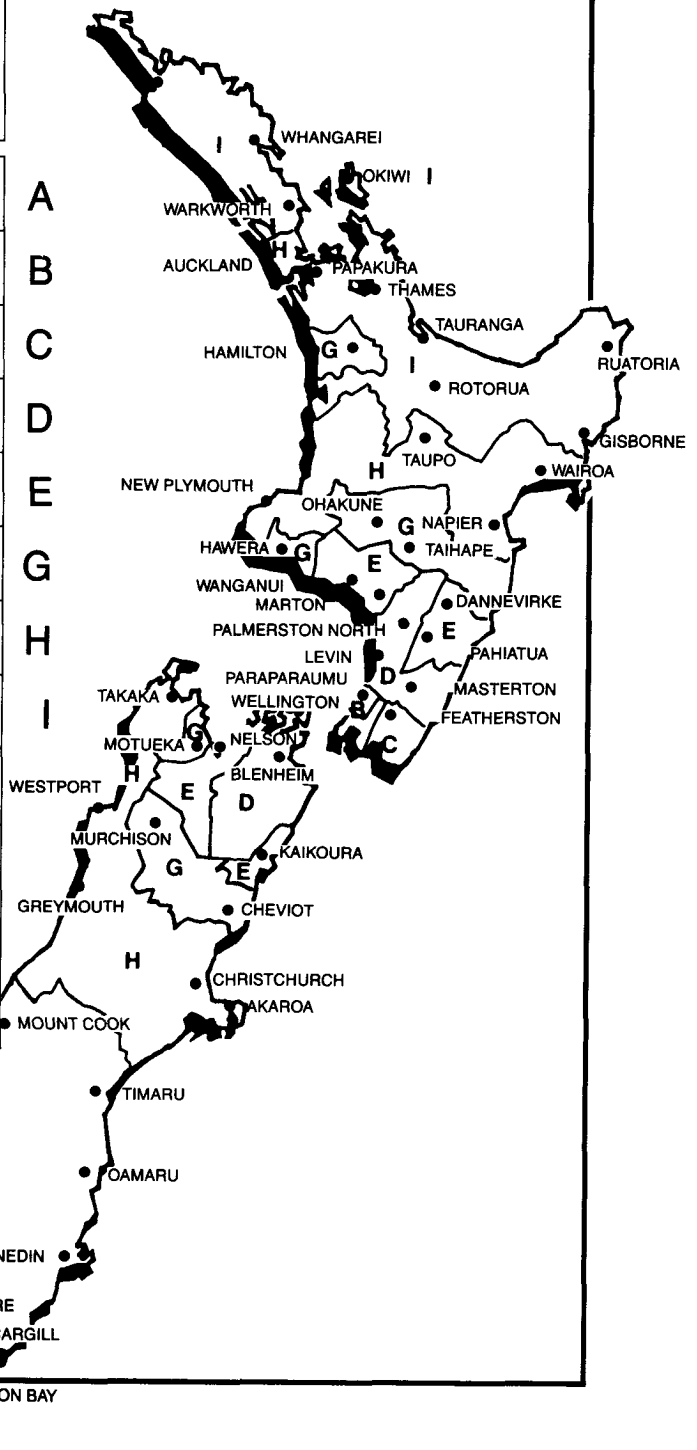
Calls from the Wellington area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The rates shown are for each minute or part of a minute for direct dial calls from the Wellington local calling area.

A	2c	4c	5c	6c
B	4c	8c	10c	12c
C	6c	12c	16c	20c
D	9c	19c	25c	31c
E	14c	28c	38c	48c
G	18c	37c	49c	64c
H	22c	44c	59c	76c
I	27c	54c	73c	94c



TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 63 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm
3 cents per minute

Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
½ cent per minute

The rates quoted exclude GST

Calls from the Westport Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Westport Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

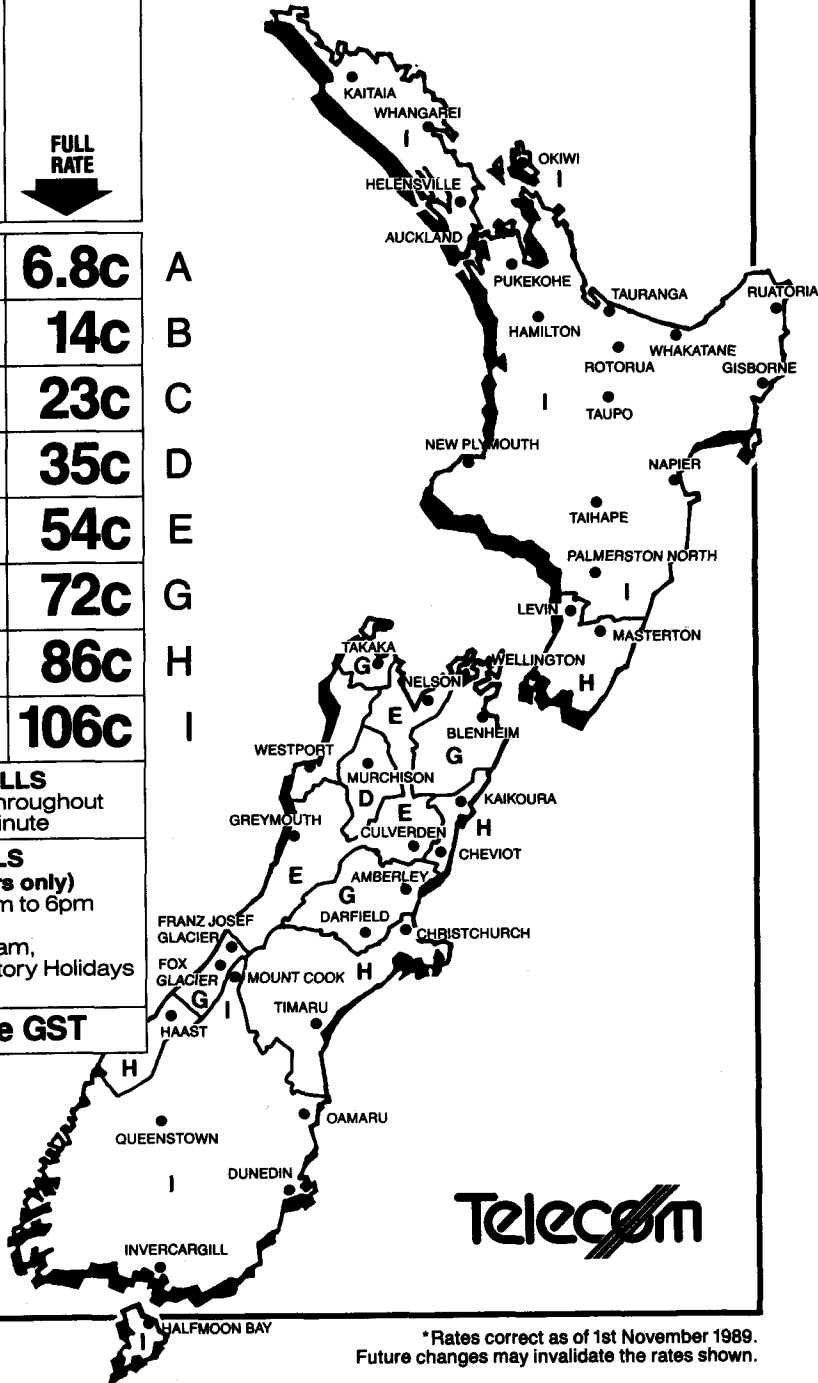
TELECOM CELLULAR CALLS
All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS
(Applies to business customers only)
Local Calls, Monday to Friday 8am to 6pm
3.4 cents per minute
Monday to Friday 6pm to 8am,
Saturday, Sunday and National Statutory Holidays
0.6 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).

A	A
B	B
C	C
D	D
E	E
G	G
H	H
I	I



* Rates correct as of 1st November 1989. Future changes may invalidate the rates shown.

Calls from the Whangarei Area

TELECOM NATIONAL CALLS (TOLLS)

NIGHT RATE Everyday 10pm-7am	ECONOMY RATE Mon-Fri 6pm-10pm 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm	AFTERNOON RATE Mon-Fri Noon-6pm	MORNING RATE Mon-Fri 8am-Noon
APPROX 70% OFF FULL RATE ↓	APPROX 40% OFF FULL RATE ↓	APPROX 20% OFF FULL RATE ↓	FULL RATE ↓

The prices shown in cents are for each minute or part of a minute for Direct Dial calls from the Whangarei Local Calling Area. These prices include GST and are rounded up so prices actually charged may be slightly less than those shown. See facing page for exact GST exclusive prices. Special rates apply for calls from public Payphones.

A	2.3c	4.5c	5.7c	6.8c
B	4.5c	9.0c	12c	14c
C	6.8c	14c	18c	23c
D	11c	22c	29c	35c
E	16c	32c	43c	54c
G	21c	42c	56c	72c
H	25c	50c	67c	86c
I	31c	61c	83c	106c

A				
B				
C				
D				
E				
G				
H				
I				

TELECOM CELLULAR CALLS

All calls made to Cellular Phones throughout New Zealand 71 cents per minute

TELECOM LOCAL CALLS

(Applies to business customers only)

Local Calls, Monday to Friday 8am to 6pm

3.4 cents per minute

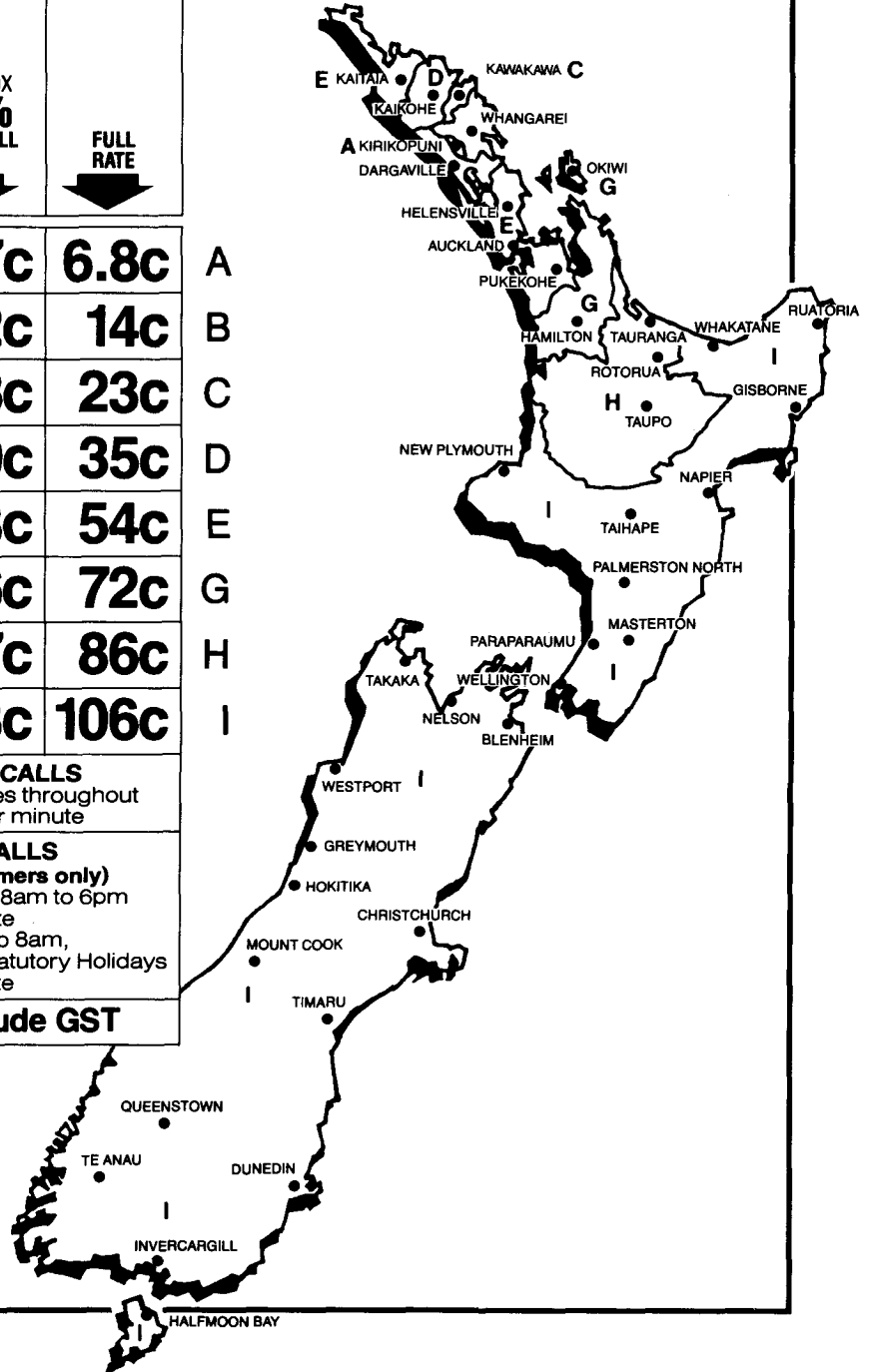
Monday to Friday 6pm to 8am,

Saturday, Sunday and National Statutory Holidays

0.6 cents per minute

The rates quoted include GST

All customers can call 010 to find out the rate for calls from their area (there is no charge for this service).



2.3 BROADCAST/PICTURE TRANSMISSION ("WIRE" TRANSMISSION)

This service is available to customers for the transmission of news pictures and radio broadcasts.

- Setting-Up Charge

\$15.00

2.4 MESSAGE RATE STATION SERVICE

This applies only to Great Barrier Island.

Monthly charge

\$8.70

plus a charge for each call made (see Step A in table in section 2.2.)

2.5 TELECOM INTERNATIONAL CALL (TOLL) CHARGES

The following charges apply to calls outside New Zealand.

2.5.1 Direct Dialling

Economy rates do not apply where calls are connected by the Operator.

Country	RATE PER MINUTE OR PART OF A MINUTE		
	Standard Rate	Economy Rate	Hours When Economy Rate Applies
Australia			
Norfolk Island	\$1.40	\$0.88	11pm-8am and all day Saturday
United Kingdom	\$1.40	\$0.88	11pm-8am and all day Saturday
United States (includes Alaska and Hawaii)	\$2.72	\$1.76	12am-8am
Canada	\$2.72	\$1.76	10pm-8am
Hong Kong	\$2.72	\$1.76	10pm-8am
Singapore	\$2.72	\$1.76	12am-8am
Adelie Terre	\$1.40	N/A	N/A
American Samoa			
Australian Antarctic Bases	The Standard rate of \$1.40 applies to all these countries	Economy rates are not applicable to any of these countries	Economy rates are not applicable to any of these countries
Christmas Island			
Cocos Island			
Cook Islands			
Fiji			
Kiribati			
Nauru			
New Caledonia			
Niue			
Papua New Guinea			
Pitcairn Island			
Solomon Islands			
Tahiti			
Tokelau			
Tonga			
Tuvalu			
Vanuatu			
Wallis and Futuna Islands			
Western Samoa			
All other Countries	\$2.72	N/A	N/A

Notes:

- All times are New Zealand local time
- All calls are charged for each minute or part of a minute.
- All calls are charged at the rate applying when the call started.
- Calls of 2 seconds or less are not charged for.
- Calls are not charged for unless answered. An "answered" call includes connection to a facsimile machine, answerphone, or other device which returns a "call answered" signal.

2.5.2 Manual Calls

Manual calls are calls which must be placed through an operator because direct dialling is not available.

- Manual calls are charged at the direct-dialling standard rate.
- There is no operator-assistance charge for manual calls.

SECTION 3

PAYPHONE CHARGES

This section lists all the charges for calls from Telecom's payphones. The charges shown are maximum prices, and in some circumstances customers will pay less as a result of rounding off to the nearest cent.

Note: all payphone prices listed in this section include GST.

3.1 LOCAL CALLS FROM PAYPHONES

- Charge per minute or part of a minute \$0.20

Note:

- The charge for a call of any duration for A/B Coinphones is 20 cents. This is a special rate applying only to A/B Coinphones.
- Emergency calls (dial 111) are not charged for at any time.

3.2 NATIONAL CALLS FROM PAYPHONES

Charges for national calls depend on the type of Payphones being used. Detailed tables of charges are given in section 3.4. The charging steps for national calls made from Payphones are the same as those applying to private phones. Telecom's current national call charging steps for main centres are shown below:

	Whangarei															
Auckland	E	Auckland														
Hamilton	G	D	Hamilton													
Rotorua	H	E	E	Rotorua												
Tauranga	H	E	E	C	Tauranga											
New Plymouth	I	H	E	G	H	New Plymouth										
Napier	I	H	G	E	G	H	Napier									
Gisborne	I	I	H	G	G	I	E	Gisborne								
Palmerston North	I	G	E	H	H	E	E	H	Palmerston North							
Wanganui	I	H	G	H	H	E	G	H	D	Wanganui						
Wellington	I	H	G	I	I	H	H	I	D	E	Wellington					
Nelson	I	I	I	I	I	I	I	I	H	H	E	Nelson				
Christchurch	I	I	I	I	I	I	I	I	H	I	H	H	Christchurch			
Dunedin	I	I	I	I	I	I	I	I	I	I	I	I	H	Dunedin		
Invercargill	I	I	I	I	I	I	I	I	I	I	I	I	H	E	Invercargill	

Table 3.2

3.3. INTERNATIONAL CALLS FROM PAYPHONES

International calls can be made from all Payphones. Charges for international calls are given in section 3.4.

3.4 TABLES OF CHARGES FROM PAYPHONES

3.4.1 A/B Coinphones

Local Calls

- Charge for a local call of any duration \$0.20

National Calls

National (toll) calls from A/B coinphones must be placed through the operator. There is no charge for operator assistance for connecting calls from A/B Coinphones.

- National charge periods and steps apply to national calls from A/B coinphones. (See section 2.2) of this document. The following four tables give the charges of national calls from A/B Coinphones for periods between 1 and 10 minutes over the various charge periods and charging steps. The charge for calls that exceed 10 minutes can be calculated by adding multiples of the

10-minute rate and the appropriate single-minute rate. For example, a 23-minute call is charged at twice the 10-minute rate, plus the 3-minute rate.

MORNING CHARGE PERIOD (Monday—Friday 8 a.m.—Noon)										
Charging Step	Call Duration In Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	0.10	0.20	0.30	0.30	0.40	0.50	0.50	0.60	0.70	0.70
B	0.20	0.30	0.50	0.60	0.70	0.90	1.00	1.20	1.30	1.40
C	0.30	0.50	0.70	1.00	1.20	1.40	1.70	1.90	2.10	2.30
D	0.40	0.70	1.10	1.40	1.80	2.10	2.50	2.80	3.20	3.50
E&F	0.60	1.10	1.70	2.20	2.70	3.30	3.80	4.40	4.90	5.40
G	0.80	1.50	2.20	2.90	3.60	4.40	5.10	5.80	6.50	7.20
H	0.90	1.80	2.60	3.50	4.30	5.20	6.10	6.90	7.80	8.60
I&J	1.10	2.20	3.20	4.30	5.30	6.40	7.50	8.50	9.60	10.60

AFTERNOON CHARGE PERIOD (Monday—Friday Noon—6 p.m.)										
Charging Step	Call Duration In Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	0.10	0.20	0.20	0.30	0.30	0.40	0.50	0.50	0.60	0.60
B	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	1.00	1.10
C	0.20	0.40	0.60	0.80	0.90	1.10	1.30	1.50	1.70	1.80
D	0.30	0.60	0.90	1.20	1.40	1.70	2.00	2.30	2.60	2.80
E&F	0.50	0.90	1.30	1.80	2.20	2.60	3.10	3.50	3.90	4.30
G	0.60	1.10	1.70	2.20	2.80	3.30	3.90	4.40	5.00	5.50
H	0.70	1.40	2.00	2.70	3.30	4.00	4.70	5.30	6.00	6.60
I&J	0.90	1.70	2.50	3.30	4.10	5.00	5.80	6.60	7.40	8.20

ECONOMY CHARGE PERIOD (Monday—Friday 6 p.m.—10 p.m. and 7 a.m.—8 a.m. and all day Saturday, Sunday and national statutory holidays).										
Charging Step	Call Duration In Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	0.10	0.10	0.20	0.20	0.30	0.30	0.40	0.40	0.50	0.50
B	0.10	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	0.90
C	0.20	0.30	0.50	0.60	0.70	0.90	1.00	1.20	1.30	1.40
D	0.30	0.50	0.70	0.90	1.10	1.30	1.50	1.70	1.90	2.10
E&F	0.40	0.70	1.00	1.30	1.60	2.00	2.30	2.60	2.90	3.20
G	0.50	0.90	1.30	1.70	2.10	2.60	3.00	3.40	3.80	4.20
H	0.50	1.00	1.50	2.00	2.50	3.00	3.50	4.00	4.50	5.00
I&J	0.70	1.30	1.90	2.50	3.10	3.70	4.30	4.90	5.50	6.10

NIGHT CHARGE PERIOD (Every Day 10 p.m.—7 a.m. holidays).										
Charging Step	Duration In Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	0.10	0.10	0.10	0.10	0.10	0.20	0.20	0.20	0.20	0.20
B	0.10	0.10	0.20	0.20	0.30	0.30	0.40	0.40	0.50	0.50
C	0.10	0.20	0.30	0.30	0.40	0.50	0.60	0.60	0.70	0.70
D	0.10	0.20	0.30	0.40	0.50	0.60	0.70	0.80	0.90	1.00
E&F	0.20	0.40	0.50	0.70	0.80	1.00	1.20	1.30	1.50	1.60
G	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
H	0.30	0.50	0.80	1.00	1.30	1.50	1.80	2.00	2.30	2.50
I&J	0.30	0.60	0.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00

International Calls

International Calls from A/B coinphones must be placed through the operator, international charge steps apply. Customers wishing to know the cost of an international call should enquire from the Operator.

3.4.2 Charges for Plessey 2001 Payphones

Direct Dial Call Charges

The following table sets out the charges for direct dialled local, national and international calls from Plessey 2001 payphones.

Type of Call/ Charging Step	Call Duration in Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Local Calls	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
National Calls										
A&B	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
C&D	0.40	0.80	1.20	1.60	2.00	2.40	2.80	3.20	3.60	4.00
E,F&G	0.80	1.60	2.40	3.20	4.00	4.80	5.60	6.40	7.20	8.00
H,I&J	1.40	2.80	4.20	5.60	7.00	8.40	9.80	11.20	12.60	14.00
International Calls										
Area 1	1.60	3.20	4.80	6.40	7.90	9.50	11.10	12.70	14.30	15.80
Area 2	3.10	6.20	9.20	12.30	15.30	18.40	21.50	24.50	27.60	30.60
INMARSAT	18.00	36.00	54.00	72.00	90.00	108.00	126.00	144.00	162.00	180.00

Notes:

- Area 1 countries are: Adelie Terre, Australia, Australian Antarctic Bases, Christmas Island, Cocos Island, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Pitcairn Island, Solomon Islands, Tahiti, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, American Samoa.
- Area 2 countries are all other countries.
- INMARSAT refers to calls made through International Maritime Satellite.

3.4.3 Charges for Plessey 3001 Payphones

Direct Dial Call Charges

The following table sets out the charges for direct dialled local, national and international calls from Plessey 3001 payphones.

Type of Call/ Charging Step	Call Duration in Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Local Calls	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
National Calls										
A&B	0.50	0.70	0.90	1.10	1.30	1.50	1.70	1.90	2.10	2.30
C&D	0.70	1.10	1.50	1.90	2.30	2.70	3.10	3.50	3.90	4.30
E,F&G	1.10	1.90	2.70	3.50	4.30	5.10	5.90	6.70	7.50	8.30
H,I&J	1.70	3.10	4.50	5.90	7.30	8.70	10.10	11.50	12.90	14.30
International Calls										
Area 1	1.90	3.50	5.10	6.70	8.20	9.80	11.40	13.00	14.60	16.10
Area 2	3.40	6.50	9.50	12.60	15.60	18.70	21.80	24.80	27.90	30.90
INMARSAT	18.30	36.30	54.30	72.30	90.30	108.30	126.30	144.30	162.30	180.30

Notes:

- Area 1 countries are: Adelie Terre, Australia, Australian Antarctic Bases, Christmas Island, Cocos Island, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Pitcairn Island, Solomon Islands, Tahiti, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, American Samoa.
- Area 2 countries are all other countries.
- INMARSAT refers to calls made through International Maritime Satellite.
- The price for the first minute of a national or international call from a Plessey 3001 payphone includes \$0.30 flagfall charge.

3.4.4 Cardphone (Debit Card Payphone 3073) Charges

Call Charges

The Cardphone 3073 is the standard new style Telecom payphone, which utilises magnetic-strip cards for charging. The following table sets out the charges for local, national and international calls from Cardphone 3073 stations.

Type of Call/ Charging Step	Call Duration in Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Local Calls	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
National Calls										
A&B	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00	2.20
C&D	0.60	1.00	1.40	1.80	2.20	2.60	3.00	3.40	3.80	4.20
E,F&G	1.00	1.80	2.60	3.40	4.20	5.00	5.80	6.60	7.40	8.20
H,I&J	1.60	3.00	4.40	5.80	7.20	8.60	10.00	11.40	12.80	14.20
International Calls										
Area 1	1.80	3.40	5.00	6.60	8.10	9.70	11.30	12.90	14.50	16.00
Area 2	3.30	6.40	9.40	12.50	15.50	18.60	21.70	24.70	27.80	30.80
INMARSAT	18.20	36.20	54.20	72.20	90.20	108.20	126.20	144.20	162.20	180.20

Notes:

- Area 1 countries are: Adelle Terre, Australia, Australian Antarctic Bases, Christmas Island, Cocos Island, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Pitcairn Island, Solomon Islands, Tahiti, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, American Samoa.
- Area 2 countries are all other countries.
- INMARSAT refers to calls made through International Maritime Satellite.

SECTION 4

NATIONAL LEASED—CIRCUIT SERVICES

Dedicated leased circuits provide an end-to-end service—from customer interface to customer interface. All digital circuit speeds are defined in kilobits per second (kbit/s) or Megabits per second (Mbit/s). There are limits on the carriage of information (voltage, frequency, etc) on the different types of circuits. These limits are defined for each circuit type, and are applied in order to protect the Telecom networks.

4.1 LEASED-CIRCUIT CHARGES—GENERAL PRINCIPLES

Charges for dedicated leased services are based on the following 4 principles:

- A once only installation charge on application.
- Monthly access charges per end of circuit within a local exchange area.
- Monthly kilometre charges associated with transmission routes or junction routes.
- Charges associated with altering, reconfiguring, or moving circuits at the customer's request.

4.1.1 Monthly Access Charges

Access charges cover the continuing costs associated with connection to the Telecom network. Basic access charges generally cover access to the central Telecom switching point (exchange) within the Public Switched Telephone Network (PSTN) local-calling area. A distance-based surcharge may be applied to some leased-circuit services if the circuit terminates beyond the specified maximum distance from the local exchange. There may also be an additional distance charge for those leased-circuit services which require access between exchanges within a local calling area. Any distance-based charges are charged per kilometre and the circuit length is rounded up to the nearest kilometre to calculate this charge.

4.1.2 Monthly Lease Charges

There are also charges for any equipment which is leased from Telecom in conjunction with the leased circuit.

4.1.3 Monthly Transmission Charges

Transmission charges are often distance-related and are charged, in addition to access charges, for circuits terminating outside of a local calling area. This means all circuits other than those entirely within the same exchange are charged transmission charges.

Transmission charges for Telecom's leased circuits are based on charging steps between zones. The 17 zones are geographical and are based on groupings of existing PSTN local—calling areas. Each zone has a Tariff Zone Centre, as follows:

Whangarei	Gisborne	Masterton	Dunedin
Auckland	Napier	Nelson	Invercargill
Hamilton	Wanganui	Greymouth	
Rotorua	Palmerston North	Christchurch	
New Plymouth	Wellington	Timaru	

Within the 17 tariff zones there are 1 or more local-calling areas, and each of these has a central switching point (toll centre). Circuits between a customer's premises in different local-calling areas but within the same tariff zone are charged at multiples of the appropriate Step A rate. Circuits which cross tariff-zone boundaries are generally charged at Step B to Step E rates. There are 5 charging steps for inter-zone charging, as shown below:

	Whangarei																
Auckland	B	Auckland															
Hamilton	C	B	Hamilton														
Rotorua	D	C	B	Rotorua													
New Plymouth	D	C	B	C	New Plymouth												
Gisborne	D	D	C	B	C	Gisborne											
Napier	D	D	C	B	C	B	Napier										
Wanganui	D	D	C	B	B	C	B	Wanganui									
Palmerston North	D	D	C	B	B	C	B	A	Palmerston North								
Wellington	D	D	D	C	C	C	B	B	B	Wellington							
Masterton	D	D	D	C	C	C	B	B	B	A	Masterton						
Nelson	E	D	D	D	C	D	C	C	C	B	B	Nelson					
Christchurch	E	E	E	D	D	D	D	D	D	C	C	B	Christchurch				
Greymouth	E	E	E	D	D	D	D	D	D	C	C	B	B	Greymouth			
Timaru	E	E	E	E	D	E	D	D	D	D	D	C	B	B	Timaru		
Dunedin	E	E	E	E	E	E	E	D	D	D	D	C	C	B	B	Dunedin	
Invercargill	E	E	E	E	E	E	E	E	E	E	E	D	D	C	C	B	Invercargill

Table 4.1.3

There are exceptions to this Step A to Step E principle for monthly transmission charges. The exceptions are:

- Loop Signalling Circuits (L1)—see section 4.5.
- Telegraph Circuits (T1-T2)—see section 4.7.

4.1.4 Other Charges

There are charges for the temporary lease of circuits, and for costs associated with the reconnection of circuits after disconnection.

There are also charges for special conditioning requirements and other services—see the appropriate subsections within this section (National Leased-Circuit Services) for details about these services and their charges.

Alteration and reconfiguration charges on application.

4.2 ANALOGUE LEASED CIRCUITS

The basic analogue leased-circuit service available from Telecom for new connections is a 2-wire unconditioned voice-grade circuit, operating between 300 and 3400 Hz.

The charges associated with this service are listed in sections 4.3 (Voice-Circuit Service) and 4.4 (Analogue Data Service). There are extra charges for enhancements to this basic service, and these are listed as Other Charges in sections 4.3.6 and 4.4.6.

4.2.1 Monthly Transmission Charges for Analogue Leased Circuits.

Transmission charges for analogue leased circuits are a variation of the Step A to Step E rates which were detailed in section 4.1.3. In general, this means:

- Local Exchange Area circuits between adjacent local-calling areas are charged at the Step A rate. This applies whether circuits are in the same tariff zones, or in different tariff zones.
- Circuits between non-adjacent local-calling areas (within a tariff zone) are charged twice the Step A rate.
- Circuits between tariff zones which do not involve adjacent local-calling areas are charged at the Step B to Step E rates.
- Where circuits within a zone terminate off exchanges other than the Tariff Zone Centre, some combination of Step A rates will apply.

Exceptions to the above occur where demand has been sufficiently high to justify the installation of direct circuits. The exceptions are as follows:

Auckland — Pakuranga	Junction charge only
Rotorua — Tauranga	Step A
Wanganui — Hawera	Step B
Pahiatua — Ohakune	2 x Step A
Palmerston North — Ohakune	Step A
Wanganui — Ohakune	2 x Step A
Pahiatua — Marton	2 x Step A
Palmerston North — Marton	1 x Step A
Taihape — Marton	2 x Step A
Palmerston North — Pahiatua	Step A
Taihape — Pahiatua	2 x Step A
Taihape — Palmerston North	1 x Step A
Wanganui — Pahiatua	Step B plus Step A
Featherston — Dannevirke	Step B plus 2 x Step A
Levin — Dannevirke	2 x Step A
Marton — Dannevirke	2 x Step A
Masterton — Dannevirke	2 x Step A
Ohakune — Dannevirke	2 x Step A
Pahiatua — Dannevirke	2 x Step A
Palmerston North — Dannevirke	2 x Step A
Taihape — Dannevirke	2 x Step A
Wanganui — Dannevirke	2 x Step A
Wanganui — Taihape	2 x Step A
Wellington — Dannevirke	Step B plus Step A
Paraparaumu — Levin	Step B
Marton — Levin	2 x Step A
Ohakune — Levin	2 x Step A
Pahiatua — Levin	2 x Step A
Taihape — Levin	2 x Step A
Wellington — Masterton	Step A
Wellington — Blenheim	Step B
Timaru — Ashburton	Step B

4.3 VOICE-CIRCUIT SERVICE (V1)

The Voice-Circuit Service provides voice-grade circuits for use as PABX tie-lines, Foreign Exchange Service (FES) circuits, etc. The basic Voice-Circuit Service available from Telecom is a 2-wire unconditioned voice-grade circuit, operating between 300 and 3400 Hz. 4-wire and 6-wire unconditioned circuits are also available.

4.3.1 Installation Charges

- Charge per end for a 2-wire new connection or installation for voice circuits \$145.00
 - Charge per end for a 2-wire new connection or installation FES voice circuits \$210.00
- (The extra charge associated with this service is for the installation of the relay sets or repeaters on the circuit)
- Charge per end for 2-wire new connection or installation for intercept voice circuits \$210.00

The above prices are for 2-wire circuits. The prices for 4-wire and 6-wire circuits will be a maximum of, respectively, twice and three times the 2-wire charges.

Note:

Telecom may at its discretion waive part of the installation charge. Instead, the charge will be based on the actual costs involved in providing the service.

4.3.2 Extended Area Installation Charges

In cases where electronic enhancement of the copper cable is required to provide a satisfactory service to the customer (typically for distances of over 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

4.3.3 Monthly Access Charges

All circuits pay access charges. Circuits completely within a local-calling area are charged a combination of access and junction charges only. Junction circuits are the equivalent of either 4-wire or 6-wire circuits.

● Charge per end of circuit for 2-wire circuit	\$31.82
● Charge per end of circuit for 4-wire circuit	\$63.64
● Charge per end of circuit for 6-wire circuit	\$95.46
● Junction surcharge per kilometre (4-wire equivalent)	\$8.50
● Junction surcharge per kilometre (6-wire equivalent)	\$17.00

Note:

The junction surcharge applies where access is between two exchanges within a local-calling area. It is applicable to each kilometre on all junction circuits. There are no junction charges where a customer's circuit is connected directly to a local-calling area's toll centre or to the nearest Tariff Zone Centre.

4.3.4 Monthly Transmission Charges

Where circuits cross local-calling area or tariff zone boundaries, transmission charges are applicable. These charges range from Step A to Step E (see the table in section 4.1.3 for the charging steps between tariff zones, and section 4.2.1 for a general explanation of transmission charges and charging steps for these sorts of circuits).

V1 Circuit: Monthly Transmission Charges

	Step A	Step B	Step C	Step D	Step E
V1 Circuit (2-wire)	\$600.00	\$880.00	\$1230.00	\$1830.00	\$2370.00

Notes:

- Prices for 4-wire and 6-wire circuits will be a maximum of, respectively, twice and three times the 2-wire charges.
- Where junction circuits are provided in conjunction with transmission links, the first 10 km of junction charges are waived.

4.3.5 Alteration and Reconfiguration Charges

● External removal charge per end for voice circuits	\$145.00
● External removal charge per end for Foreign Exchange Service (FES) circuits	\$210.00
● External removal charge per end for intercept circuits	\$210.00
● Internal removal charge per end for voice circuits	\$60.00
● Internal removal charge per end for Foreign Exchange Service (FES) circuits	actual costs
● Internal removal charge per end for intercept circuits	actual costs
● Jumpering charge, per site, for redirecting existing circuits within the exchange, at the customers request	\$45.00
● Charge per circuit/per site for exchange work at the customers request	\$45.00

(This charge covers patching charges and other exchange work that may be undertaken for a customer).

Note:

The above prices are for 2-wire circuits. The prices for 4-wire and 6-wire circuits will be a maximum of respectively, twice and three times the 2-wire charges.

4.3.6 Other Charges

Temporary Lease

The minimum lease period for circuits and associated equipment is 6 months, if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate, which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary-lease charge (i.e., 68% of the monthly charge).

Reconnection Charge

- Charge for reconnection of a circuit after disconnection for non-payment \$45.00

Signalling Converter Charges

These charges cover the lease of a signalling converter, which is required for voice circuits used as tie-lines between PABXs.

● Monthly charge for converters on tie-lines with access to extensions via operator	\$10.50
● Monthly charge for converters on tie-lines with direct dialling in one direction without access to the operator	\$10.50
● Monthly charge for converters on tie-lines with direct dialling in one direction with access to the operator	\$21.00
● Monthly charge for converters on tie-lines with direct dialling in two directions	\$42.50

4.4 ANALOGUE DATA SERVICE (A1, A2, A3)

Analogue Data Service is a voice-frequency service suitable for data transmission. There are 3 different types of Analogue Data Service available:

An A1 circuit is a 2-wire analogue circuit, unconditioned for data

An A2 circuit is a 4-wire analogue circuit, unconditioned for data

An A3 circuit is a 4-wire special-quality analogue circuit, conditioned for data.

4.4.1 Installation Charges

- Charge per end for new connection or installation for A1 circuit \$420.00
- Charge per end for new connection or installation for A2 circuit \$420.00
- Charge per end for new connection or installation for A3 circuit \$500.00

4.4.2 Extended Area Installation Charges

In cases where electronic enhancement of the copper cable is required to provide a satisfactory service to the customer (typically for distances of over 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

4.4.3 Monthly Access Charges

- Charge per end of circuit for A1 circuits \$31.82
- Charge per end of circuit for A2 circuits \$63.64
- Charge per end of circuit for A3 circuits \$63.64
- Distance surcharge per kilometre for A1 circuits \$8.50
- Distance surcharge per kilometre for A2 circuits \$12.50
- Distance surcharge per kilometre for A3 circuits \$12.50

Note:

The distance surcharge applies wherever the circuit terminates more than 5 km from the exchange.

- Junction surcharge per kilometre for A1 circuits \$8.50
- Junction surcharge per kilometre for A2 circuits \$12.50
- Junction surcharge per kilometre for A3 circuits \$12.50

Note:

The junction surcharge applies where access is required between exchanges within a local-calling area.

4.4.4 Monthly Transmission Charges

Analogue Data Service: Monthly Transmission Charges

	Step A	Step B	Step C	Step D	Step E
A1 circuits	\$550.00	\$800.00	\$1120.00	\$1660.00	\$2150.00
A2 circuits	\$550.00	\$800.00	\$1120.00	\$1660.00	\$2150.00
A3 circuits	\$600.00	\$880.00	\$1230.00	\$1830.00	\$2370.00

4.4.5 Alteration and Reconfiguration Charges

- External removal charge per end for A1 circuits \$420.00
- External removal charge per end for A2 circuits \$420.00
- External removal charge per end for A3 circuits \$500.00
- Internal removal charge per end for A1, A2, A3 circuits \$60.00
- Jumpering charge, per site, for redirecting existing A1 circuits within the exchange, at the customer request \$140.00
- Jumpering charge, per site, for redirecting existing A2 circuits within the exchange, at the customers request \$140.00
- Jumpering charge, per site, for redirecting existing A3 circuits within the exchange, at the customers request \$190.00

4.4.6 Other Charges

Temporary Lease

The minimum lease period for circuits and associated equipment is 6 months, if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary-lease charge (i.e., 68% of the monthly charge).

Reconnection Charge

- Charge for reconnection of an A1 circuit after disconnection \$140.00
- Charge for reconnection of an A2 circuit after disconnection \$140.00
- Charge for reconnection of an A3 circuit after disconnection \$190.00

4.5 LOOP SIGNALLING SERVICE (L1)

Loop signalling circuits are designed for use as fire alarms, and as alarm circuits for security companies.

4.5.1 Installation Charge

- Charge for new connection or installation of circuit \$145.00

Connection Charge

- Charge for new connection or installation of circuit \$145.00

4.5.2 Monthly Access Charges

- Charge per end of circuit \$14.00
- Junction surcharge per kilometre \$7.75

Note:

The junction surcharge applies where access is required between exchanges within a local-calling area.

- Distance surcharge per kilometre \$7.75

Note:

The distance surcharge applies wherever the circuit terminates more than 5 km from the exchange.

4.5.3 Monthly Transmission Charges (based on kilometre charge)

Loop Signalling Service: Monthly Transmission Charges

20–30 km	\$390.00
31–40 km	\$430.00
41–50 km	\$430.00
51–70 km	\$430.00
71–90 km	\$430.00
91–110 km	\$430.00
111–130 km	\$430.00
131–200 km	\$445.00
201–300 km	\$485.00
301–500 km	\$550.00
501–800 km	\$620.00
801+ km	\$695.00

Note:

There are no transmission charging distances which are less than 20 km.

4.5.4 Alteration and Reconfiguration Charges

- External removal charge per end for L1 circuits \$145.00
- Internal removal charge per end for L1 circuits \$60.00
- Jumpering charge, per site, for redirecting existing circuits within the exchange, at the customers request \$45.00

4.5.5 Other Charges**Temporary Lease**

The minimum lease period for circuits and associated equipment is 6 months if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary-lease charge (i.e., 68% of the monthly charge).

Reconnection Charge

- Charge for reconnection of any L1 circuits after disconnection \$45.00

4.6 PROGRAMME CIRCUITS (P2, P3, P3S)

Programme Circuits are used for broadcasting programmes which have a music content. This section covers the charges for all Programme Circuits.

- P2 is a 10 kHz Programme Circuit
- P3 is a 15 kHz Programme Circuit
- P3S is a 15 kHz stereo Programme Circuit

Programme circuits can be either unidirectional or bidirectional: unidirectional circuits allow transmission of data only (one-way); bidirectional circuits allow transmission and reception of data (two-way). Unidirectional and bidirectional circuits are also known as "half duplex" and "full duplex" or simplex and duplex respectively.

Apart from circuits within a local calling area, Programme Circuits are only available on the routes listed below:

Auckland—Whangarei

Auckland—Hamilton

Hamilton—Rotorua

Hamilton—Tauranga

Hamilton—Palmerston North

Palmerston North—Napier

Palmerston North—New Plymouth

Palmerston North—Wellington

Wellington—Nelson

Wellington—Christchurch

Christchurch—Dunedin

Dunedin—Invercargill

All programme circuits required over other routes will be costed on an individual basis.

4.6.1 Installation Charges

	Unidirectional	Bidirectional
● Charge per end for new connection for P2 circuits	\$1500.00	\$2250.00
● Charge per end for new connection for P3 circuits	\$1500.00	\$2250.00
● Charge per end for new connection for P3S circuits	\$2250.00	\$4000.00

4.6.2 Monthly Access Charges

Access Charges for Circuits up to 5km in length

	Unidirectional	Bidirectional
● Charge per end of circuit for P2 circuits	\$60.00	\$110.00
● Charge per end of circuit for P3 circuits	\$70.00	\$120.00
● Charge per end of circuit for P3S circuits	\$120.00	\$240.00

Access Charges for Circuits more than 5km in length

	Unidirectional	Bidirectional
Charge per end of circuit for P2 circuits	\$80.00	\$150.00
Charge per end of circuit for P3 circuits	\$90.00	\$170.00
Charge per end of circuit for P3S circuits	\$170.00	\$340.00

4.6.3 Monthly Transmission Charges

Programme Circuits (P2, P3, P3S): Monthly Transmission Charges

	Junction (City) Step	Step A	Step B	Step C	Step D	Step E
P2 (Uni)	\$44.00	\$1910.00	\$2230.00	\$2540.00	\$3010.00	\$4260.00
P3 (Uni)	\$50.00	\$1910.00	\$2230.00	\$2540.00	\$3010.00	\$4260.00
P3S (Uni)	\$70.00	\$3820.00	\$4460.00	\$5080.00	\$6020.00	\$8520.00
P2/P3 (Bi)	\$64.00	\$2450.00	\$2770.00	\$3080.00	\$3550.00	\$4800.00
P2/P3(Bi)	\$70.00	\$2450.00	\$2770.00	\$3080.00	\$3550.00	\$4800.00
P3S(Bi)	\$140.00	\$4900.00	\$5540.00	\$6160.00	\$7100.00	\$9600.00

Note:

- The Junction (City) Step transmission charge applies to circuits with a total length of up to 20 km which are completely within an urban area. Junction (City) Step areas are defined as the urban area rather than the local-calling area, as some local calling areas are extremely large and include areas that cannot be defined as urban. The limit for the Junction (City) Step is set at 20 km because beyond this distance extra equipment is required to transmit the signal at an acceptable quality level, and is subject to the availability of suitable cable.
- The local ROC will decide, subject to approval by the Telecom Tariff Manager, when a Junction (City) Step applies. In all cases, the necessary conditioned analogue cable pairs must be available, and technical feasibility constraints met, if the Junction (City) Step charge is to apply.
- In non-urban areas, and for circuits with a total length of more than 20 km, Step A rates will apply.

4.6.4 Alteration and Reconfiguration Charges

	Unidirectional	Bidirectional
● External removal charge per end of circuit for P2 circuits	\$1500.00	\$2250.00
● External removal charge per end of circuit for P3 circuits	\$1500.00	\$2250.00
● External removal charge per end of circuit for P3S circuits	\$2250.00	\$4000.00

4.6.5 Other Charges

Studio to Transmitter Links

Studio to transmitter links (STL) charges are to be calculated on a case-by-case basis.

Temporary Lease

The minimum lease period for circuits and associated equipment is 6 months, if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary-lease charge (i.e., 68% of the monthly charge).

Reconnection Charge

- Charge for reconnection of any programme circuits after disconnection \$45.00

4.7 TELEGRAPH CIRCUITS (T1, T2, T3)

Telegraph Circuits are a point-to-point service.

- A T1 circuit is a telegraph-type 50 Baud circuit
- A T2 circuit is a telegraph-type 75 Baud circuit
- A T3 circuit is a telegraph-type 100 Baud circuit

Installation Charges

- Charge per end for new connection or installation of T-type Circuits \$145.00

4.7.1 Monthly Access Charges

- Charge per end of circuit for T-type Circuits \$17.50
- Junction surcharge per kilometre \$8.50

Note:

The junction surcharge applies where access is required between exchanges within a local-calling area.

- Distance surcharge per kilometre \$8.50

Note:

The distance surcharge applies wherever the circuit terminates more than 5 km from the exchange.

4.7.2 Monthly Transmission Charges (based on kilometre charge)

Telegraph Circuits: Monthly Transmission Charges

	T1/T2	T3
20-30 km	\$95.00	\$130.00
31-40 km	\$135.00	\$200.00
41-50 km	\$145.00	\$230.00
51-70 km	\$160.00	\$240.00
71-90 km	\$180.00	\$265.00
91-110 km	\$220.00	\$295.00
111-130 km	\$220.00	\$295.00
131-200 km	\$245.00	\$360.00
201-300 km	\$310.00	\$420.00
301-500 km	\$405.00	\$455.00
501-800 km	\$475.00	\$510.00
801+ km	\$475.00	\$510.00

Note:

There are no transmission charging distances which are less than 20 km.

4.7.3 Alteration and Reconfiguration Charges

- External removal charge per end of T-type circuits \$145.00
- Internal removal charge per end for T-type circuits \$60.00

4.7.4 Other Charges**Temporary Lease**

The minimum lease period for circuits and associated equipment is 6 months, if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary-lease charge (i.e., 60% of the monthly charge).

Reconnection Charge

- Charge for reconnection of any T-type circuits after disconnection \$45.00

4.8 DIGITAL LEASED-CIRCUIT SERVICES

Telecom offers 3 types of digital leased-circuit services:

- The basic digital-circuit leased service is the Digital Data Service, available at 2.4 kbit/s, 4.8 kbit/s, 9.6 kbit/s and 48 kbit/s. (This is also available with analogue access at all speeds except 48 kbit/s.)
- The Wideband Digital Data Service is a managed service with bandwidth available in multiples of 64 kbit/s circuits.
- A 2 Mbit/s service, which is an unmanaged service and is known as Megalink.

Digital leased circuits are provided over the Digital Services Transmission Network. The various charges for each type of digital leased-circuit are given in sections 4.8, 4.10 and 4.11.

4.9 DIGITAL DATA SERVICE (DDS)

The Digital Data Service is a digital transmission service provided on the DSTN and is available for point-to-point or multipoint service.

Digital Data Service is available at speeds of 2.4 kbit/s, 4.8 kbit/s, 9.6 kbit/s and 48 kbit/s digital, and at speeds of 2.4 kbit/s, 4.8 kbit/s and 9.6 kbit/s analogue. The analogue access service is provided to allow connection to the Digital Data Service, beyond the normal range of the digital network.

Access charges for analogue access incur a surcharge to cover the additional costs. Analogue circuits are also subject to the A2 rates for access, and for any junction and/or transmission circuits involved.

All Digital Data Service circuits terminate at either end on a Network Terminating Unit (NTU), which is provided by Telecom as an interface to the customer's Data Terminal Equipment (DTE).

As the Digital Data Service is a managed service, all circuits (including those where both ends terminate on the same exchange) incur a transmission charge to cover the costs of the link to the management centre.

4.9.1 Installation Charges

Digital and/or Analogue installation charges

- Charge per NTU for new connection or installation for 2.4 kbit/s circuit \$280.00
- Charge per NTU for new connection or installation for 4.8 kbit/s circuit \$280.00
- Charge per NTU for new connection or installation for 9.6 kbit/s circuit \$280.00
- Charge per NTU for new connection or installation for digital 48 kbit/s circuit \$1680.00
(Analogue access is not possible for 48 kbit/s circuits)

4.9.2 Monthly Access Charges

Point-to-Point Monthly Access Charges

This service provides synchronous leased-line transmission between two items of data terminal equipment—such as computers, visual display units, customer multiplexers, or similar equipment.

Digital Access Charges

- Charge per end of circuit for digital 2.4 kbit/s \$160.00
- Charge per end of circuit for digital 4.8 kbit/s \$170.00
- Charge per end of circuit for digital 9.6 kbit/s \$190.00
- Charge per end of circuit for digital 48 kbit/s \$330.00

Analogue Access Charges

The analogue access is based on the existing digital access plus additional charges for A2 circuit access and analogue conversion :

- Charge per end of circuit for A2 circuits plus \$63.64
- Additional charge for analogue \$160.00

This gives monthly access charges for analogue links of:

- Charge per end of circuit for analogue 2.4 kbit/s \$383.64
- Charge per end of circuit for analogue 4.8 kbit/s \$393.64
- Charge per end of circuit for analogue 9.6 kbit/s \$413.64

Asynchronous-Service Access Charges

An asynchronous service is also available. There is a standard monthly surcharge per NTU for the asynchronous service:

Additional charge per NTU for asynchronous service (analogue or digital, 2.4kbit/s—9.6kbit/s) \$20.00

Multipoint-Service Monthly Access Charges

The standard Digital Data Service multipoint service allows 2 or more subsidiary or tributary stations to be connected to one control station such as a host computer. There is a technical limitation of 100 subsidiaries or tributaries connected on the one line to the host computer.

Operating speeds for the multi-point service can be up to 9.6 kbit/s (48 kbit/s service is not available). All terminal interfaces in a multipoint service must operate at the same speed. Analogue access to tributary terminals is limited and the control station must be connected to the Digital Services Transmission Network through a digital link.

Basic point-to-point access charges apply to all ends (see 4.9.1 above). As well, there is a multipoint surcharge that applies to the other ends of the circuits:

- Multipoint surcharge per end of circuit \$45.45

Digital Access

This gives the following digital charges for multipoint circuits:

- Charge per end of circuit for digital 2.4 kbit/s \$205.45
- Charge per end of circuit for digital 4.8 kbit/s \$215.45
- Charge per end of circuit for digital 9.6 kbit/s \$235.45

Analogue Access

Analogue surcharges for access vary, depending on the speed of the transmission. This gives analogue access charges of:

- Charge per end of circuit for analogue 2.4 kbit/s \$429.09
- Charge per end of circuit for analogue 4.8 kbit/s \$439.09
- Charge per end of circuit for analogue 9.6 kbit/s \$459.09

4.9.3 Monthly Transmission Charges

Transmission charges are the same for both point-to-point circuits and multipoint circuits regardless of whether the circuit includes an analogue access component or not. For details of the transmission charging steps, see the table in section 4.1.3. All Digital Data Service circuits incur a transmission charge which covers the costs of the link to the nearest Telecom network management centre.

The City Step transmission charge is applicable when a circuit is completely within the metropolitan borders of Auckland, Hamilton, Palmerston North, Wellington, and Christchurch. The Director of Marketing in each ROC will determine what constitutes the metropolitan borders of each of these areas, but the intention is for a City Step to cover only what can be regarded as a continuous urban area.

Circuits completely within the urban areas of other centres will usually be charged the Step A rate; but they may be determined as metropolitan by the local Director of Marketing, subject to the agreement of the Telecom Tariff Manager.

Digital Data Service: Monthly Transmission Charges for Digital Circuits

	City Step	Step A	Step B	Step C	Step D	Step E
2.4 kbit/s	\$30.00	\$30.00	\$50.00	\$90.00	\$140.00	\$160.00
4.8 kbit/s	\$45.00	\$50.00	\$90.00	\$150.00	\$270.00	\$290.00
9.6 kbit/s	\$55.00	\$70.00	\$150.00	\$250.00	\$400.00	\$530.00
48 kbit/s	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00

Note:
For multipoint circuits, the transmission charge is determined by the distance between the furthest 2 sites.

Analogue Transmission Charges

Distance dependent charges for the analogue leg are based on the junction and transmission charges for A2 circuits, and are independent of the speed of the digital circuit:

Monthly charge per kilometre for junction circuits \$12.50

Digital Data Service: Monthly Transmission Charges for Analogue Circuits

	Step A	Step B	Step C	Step D	Step E
A2 circuits	\$550.00	\$800.00	\$1120.00	\$1660.00	\$2150.00

These charges are in addition to transmission charges applying to the DDS portion of the circuit.

4.9.4 Alteration and Reconfiguration Charges

- Upgrade from analogue access to digital access No charge
- Change of speed between 2.4 kbit/s, 4.8 kbit/s and 9.6 kbit/s per Customer Network for circuits with solely digital access \$150.00
- Change of speed between 2.4 kbit/s, 4.8 kbit/s and 9.6 kbit/s, per end of circuit for circuits with analogue access \$150.00

Note:
The analogue change of speed charge is in addition to the network change of speed charge.

- Charge per access for diversion of data stream (no visit to customers premises required) \$150.00

Note:
Where diversion of the data stream requires a visit to the customers premises, the charge will be based on the actual costs involved (labour and materials), but will not be less than \$150.00.

- Circuits may be changed from the Digital Data Service (DDS) to the Packet Switch Service (PSS) and from PSS to DDS. This service is only available for Digital Data Service circuits with digital access. There is a charge for this service.
- Charge per access for changing from DDS to PSS, 2.4 kbit/s service \$400.00
- Charge per access for changing from DDS to PSS, 4.8 kbit/s service \$400.00
- Charge per access for changing from DDS to PSS, 9.6 kbit/s service \$400.00
- Charge per access for changing from DDS to PSS, 48 kbit/s service \$600.00
- Charge per access for changing from PSS to DDS, 2.4 kbit/s service \$150.00
- Charge per access for changing from PSS to DDS, 4.8 kbit/s service \$150.00
- Charge per access for changing from PSS to DDS, 9.6 kbit/s service \$150.00
- Charge per access for changing from PSS to DDS, 48 kbit/s service \$600.00

4.9.5 Other Charges

Temporary Lease

The minimum lease period for circuits and associated equipment is 6 months if customers wish to receive Telecom's normal monthly charges. For temporary leasing periods of less than 6 months, customers are charged a weekly rate which is 34% of the appropriate monthly charge. There is a minimum charge that applies to temporary leases of any duration. This minimum charge is twice the weekly temporary lease charge (i.e., 68% of the monthly charge).

Reconnection Charge

- Charge per customer site for disconnection or reconnection of data stream (no visit to customers premises required) \$80.00

Note:
Where reconnection or disconnect of the data stream requires a visit to the customer's premises, the charge will be based on the actual costs involved, and will not be less than \$80.00.

Restrapping and Charge-of-NTU-Interface Charges

The charge for any work involving visits to customer premises, for example restrapping or change of NTU interface, will be based on the actual costs involved. These will include, for example, labour, material and travelling time.

4.10 WIDEBAND DIGITAL DATA SERVICE (ALSO KNOWN AS NX64 KBIT/S)

The Wideband Digital Data Service (DDS) is a managed data transmission service, with circuits (links) available in multiples of 64kbit/s circuits.

4.10.1 Installation Charges

The installation charge is a set charge, regardless of the number of 64 kbit/s channels involved in the link to the customer. The installation charge for a circuit up to 2 km from the local exchange is based on the actual costs involved, but will not exceed a predetermined maximum charge.

- Maximum charge per end of link \$7500.00
For installing access circuits further than 2 km from the local exchange, there will be an additional charge to the customer. This charge will be determined by the local

Telecom Regional Operating Company and will be based on the costs of providing the link.

4.10.2 Monthly Access Charges

Access charges for the Wideband DDS are a set charge, regardless of the number of 64 kbit/s channels comprising the customer link. The monthly access charge is not based on the length of the access circuit.

- Access charge per link \$3200.00

4.10.3 Monthly Transmission Charges

All Digital Data Service circuits incur a transmission charge which covers the costs of the link to the nearest Telecom network management centre.

The City Step transmission charge is applicable when a circuit is completely within the metropolitan borders of Auckland, Hamilton, Palmerston North, Wellington, and Christchurch. The Director of Marketing in each ROC will determine what constitutes the metropolitan borders of each of these areas, but the intention is for a City Step to cover only what can be regarded as a continuous urban area. Circuits completely within the urban areas of other centres will usually be charged the Step A rate; but they may be determined as metropolitan by the local Director of Marketing, subject to the agreement of the Telecom Tariff Manager.

Wideband DDS: Monthly Transmission Charges

No. of 64 kbit/s Circuits	City Step	Step A	Step B	Step C	Step D	Step E
1	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00
2	\$480.00	\$620.00	\$1220.00	\$2280.00	\$3640.00	\$4520.00
3	\$720.00	\$930.00	\$1830.00	\$3420.00	\$5460.00	\$6780.00
4	\$960.00	\$1240.00	\$2440.00	\$4560.00	\$7280.00	\$9040.00
5	\$1200.00	\$1550.00	\$3050.00	\$5700.00	\$9100.00	\$11300.00
6	\$1440.00	\$1860.00	\$3660.00	\$6840.00	\$10920.00	\$13560.00
7	\$1680.00	\$2170.00	\$4270.00	\$7980.00	\$12740.00	\$15820.00
8	\$1920.00	\$2480.00	\$4880.00	\$9120.00	\$14560.00	\$18080.00
9	\$2160.00	\$2790.00	\$5490.00	\$10260.00	\$16380.00	\$20340.00
10	\$2400.00	\$3100.00	\$6100.00	\$11400.00	\$18200.00	\$22600.00
11	\$2640.00	\$3410.00	\$6710.00	\$12540.00	\$20020.00	\$24860.00
12	\$2880.00	\$3720.00	\$7320.00	\$13680.00	\$21840.00	\$27120.00
13	\$3120.00	\$4030.00	\$7930.00	\$14820.00	\$23660.00	\$29380.00
14	\$3360.00	\$4340.00	\$8540.00	\$15960.00	\$25480.00	\$31640.00
15	\$3600.00	\$4650.00	\$9150.00	\$17100.00	\$27300.00	\$33900.00
16	\$3840.00	\$4960.00	\$9760.00	\$18240.00	\$29120.00	\$36160.00
17	\$4080.00	\$5270.00	\$10370.00	\$19380.00	\$30940.00	\$38420.00
18	\$4320.00	\$5580.00	\$10980.00	\$20520.00	\$32760.00	\$40680.00
19	\$4560.00	\$5890.00	\$11590.00	\$21660.00	\$34580.00	\$42940.00
20	\$4800.00	\$6200.00	\$12200.00	\$22800.00	\$36400.00	\$45200.00
21	\$5040.00	\$6510.00	\$12810.00	\$23940.00	\$38220.00	\$47460.00
22	\$5280.00	\$6820.00	\$13420.00	\$25080.00	\$40040.00	\$49720.00
23	\$5520.00	\$7130.00	\$14030.00	\$26220.00	\$41860.00	\$51980.00
24	\$5760.00	\$7440.00	\$14640.00	\$27360.00	\$43680.00	\$54240.00
25	\$6000.00	\$7750.00	\$15250.00	\$28500.00	\$45500.00	\$56500.00
26	\$6240.00	\$8060.00	\$15860.00	\$29640.00	\$47320.00	\$58760.00
27	\$6480.00	\$8370.00	\$16470.00	\$30780.00	\$49140.00	\$61020.00
28	\$6720.00	\$8680.00	\$17080.00	\$31920.00	\$50960.00	\$63280.00
29	\$6960.00	\$8990.00	\$17690.00	\$33060.00	\$52780.00	\$65540.00
30	\$7200.00	\$9300.00	\$18300.00	\$34200.00	\$54600.00	\$67800.00

4.10.4 Alteration and Reconfiguration Charges

All alteration and reconfiguration charges (such as speed changes) which require a site visit will be charged based on actual costs. They will include, for example, labour, materials and travelling time.

4.11 MEGALINK SERVICE

Megalink is an unmanaged digital transmission service offering a 2 Mbit/s circuit. This is equivalent to thirty-two 64 kbit/s channels.

4.11.1 Installation Charges

The installation charge for a circuit up to 2 km from the local exchange is based on actual costs involved, but will not exceed a predetermined rate.

- Maximum charge per end of link \$7500.00

Note:

For installing access circuits further than 2 km from the local exchange, there will be an additional charge to the customer. This charge will be determined by the local Telecom Regional Operating Company and will be based on the costs of providing the link.

4.11.2 Monthly Access Charges

The monthly access charge is not based on the length of the access circuit.

- Access charge per link \$2850.00

4.11.3 Monthly Transmission Charges

The City Step transmission charge is applicable when a circuit is completely within the metropolitan borders of Auckland, Hamilton, Palmerston North, Wellington, and Christchurch. The Director of Marketing in each ROC will determine what constitutes the metropolitan borders of each of these areas, but the intention is for a City Step to cover only what can be

regarded as a continuous urban area. Circuits completely within the urban areas of other centres will usually be charged the Step A rate; but they may be determined as metropolitan by the local Director of Marketing, subject to the agreement of the Telecom Tariff Manager.

Where both ends of a Megalink circuit terminate off the same local exchange, there are no transmission charges.

Megalink: Monthly Transmission Charges

City Step	Step A	Step B	Step C	Step D	Step E
\$3600.00	\$6510.00	\$14,640.00	\$27,360.00	\$43,680.00	\$54,240.00

4.11.4 Alteration and Reconfiguration Charges

All alteration and reconfiguration charges (such as speed changes) which require a site visit will be charged based on actual costs. They will include, for example, labour, materials and travelling time.

4.11.5 Other Charges

Minimum Lease

The minimum lease period for Megalink is 6 months.

SECTION 5

INTERNATIONAL LEASED-CIRCUIT SERVICES

This section gives the charges for Telecom leased-circuit services available from New Zealand to other countries.

These charges include only those that are payable to Telecom for the New Zealand portion of the circuit. They do not include any charges payable to non-New Zealand telecommunications carriers for the overseas part of the circuit.

5.1 ANALOGUE VOICE/DATA CIRCUIT SERVICE

Auckland is the New Zealand point of entry for analogue leased circuits. Extension from Auckland to the customer's first service distribution point is free of charge. The first service distribution point is defined as the nearest location to Auckland at which the customer has access to the international circuit. Connection from this location to any additional customer service delivery points (that is, for multipoint operation) within New Zealand will be charged at the standard national analogue leased-circuit rental (see section 4.4).

The analogue service provided by Telecom is a full-duplex, 4-wire half circuit, operating to CCITT Rec. M1020 or CCITT Rec. M1040.

Note:

CCITT Recommendation M1020 details the characteristics of a special-quality international leased circuit with special bandwidth conditioning.

CCITT Recommendation M1040 details the characteristics of an ordinary-quality international leased circuit.

5.1.1 Installation Charges

- Charge for new connection or installation per circuit \$500.00

5.1.2 Monthly Lease Charges

	Cable Circuit	Satellite Circuit
● Charge for transmission with Australia	\$5000.00	\$5000.00
● Charge for transmission with Pacific Ocean Region countries (excludes Australia)	POA	\$5000.00
● Charge for transmission to all other countries	POA	POA

Notes:

- Pacific Ocean Region countries are defined as being those countries having an overseas telecommunication administration which provides facilities to the INTELSAT satellites located in geo-stationary orbit at longitudes 174° and 180° east.
- POA—Price on application to Telecom Networks and International Limited.

5.2 TELEGRAPH CIRCUIT SERVICE

Auckland is the New Zealand point of entry for the Telegraph Circuit Service. Extension from Auckland to the customer's first service distribution point is free of charge. The first service distribution point is defined as the nearest location to Auckland at which the customer has access to the international circuit. Connection from this location to any additional customer service-delivery points (that is, for multipoint operations) within New Zealand will be charged at the standard national telegraph leased-circuit rental (see section 5.7).

The telegraph service provided by Telecom is a half-circuit, full-duplex, full-speed operation.

Note:

A "half" circuit originates at a customer's service-delivery point(s) in New Zealand and connects, at a point of electrical interface, with transmission facilities provided by an overseas telecommunications organisation (which has an agreement with Telecom to connect the circuit to an overseas destination).

5.2.1 Installation Charges

- Charge for new connection or installation per circuit \$140.00

5.2.2 Monthly Lease Charges

	50 Baud Speed	75 Baud Speed
● Charge for transmission to Australia	\$1250.00	\$1375.00
● Charge for transmission to Pacific Ocean Region countries (excludes Australia)	\$1250.00	\$1375.00
● Charge for transmission to all other countries	POA	POA

Notes:

- Pacific Ocean Region countries are defined as being those countries having an overseas telecommunications administration which provides facilities to the INTELSAT satellites located in geo-stationary orbit at longitudes 174° and 180° east.
- POA—Price on application to Telecom Networks and International Limited.

5.3 STANDARD SKYSTREAM SERVICE (DIGITAL SATELLITE)

The Standard SKYSTREAM Service is a digital satellite service available to Australia, Hong Kong, Singapore and the USA. It provides a half-circuit that gives full-duplex operation.

Note: A "half" circuit originates at a customer's service-delivery point(s) in New Zealand and connects, at a point of electrical interface, with transmission facilities provided by an overseas telecommunications organisation (which has agreement with Telecom to connect the circuit to an overseas destination).

5.3.1 Installation Charges

● Charge for installation of a 2.4 kbit/s circuit	\$600.00
● Charge for installation of a 4.8 kbit/s circuit	\$600.00
● Charge for installation of a 9.6 kbit/s circuit	\$600.00
● Charge for installation of a 19.2 kbit/s circuit	\$1500.00
● Charge for installation of a 48 kbit/s circuit	\$2500.00
● Charge for installation of a 56 kbit/s circuit	\$4000.00
● Charge for installation of a 64 kbit/s circuit	\$4000.00
● Charge for installation of a 128 kbit/s circuit	\$5000.00
● Charge for installation of a 192 kbit/s circuit	\$5000.00
● Charge for installation of a 256 kbit/s circuit	\$5000.00
● Charge for installation of a 348 kbit/s circuit	\$5000.00
● Charge for installation of a 512 kbit/s circuit	\$5000.00
● Charge for installation of a 768 kbit/s circuit	\$5000.00

The charge for upgrading a circuit to a higher rate is half the appropriate installation charge for the higher rate.

5.3.2 Monthly Lease Charges

Lease charges for the SKYSTREAM Service are available on either a monthly rate, with specified minimum contract periods, or on a cheaper longer-term contract basis.

Charges for Services Based on the Minimum Contract Period:

	Minimum Contract Period	Price/ Month
● Charge for 2.4 kbit/s service	1 month	\$2000.00
● Charge for 4.8 kbit/s service	1 month	\$2400.00
● Charge for 9.6 kbit/s service	1 month	\$3200.00
● Charge for 19.2 kbit/s service	3 months	\$4500.00
● Charge for 48 kbit/s service	3 months	\$9500.00
● Charge for 56 kbit/s service	3 months	\$9500.00
● Charge for 64 kbit/s service	3 months	\$9500.00
● Charge for 128 kbit/s service	6 months	\$16000.00
● Charge for 192 kbit/s service	6 months	\$22000.00
● Charge for 256 kbit/s service	6 months	\$27000.00
● Charge for 384 kbit/s service	6 months	\$35000.00
● Charge for 512 kbit/s service	6 months	\$43000.00
● Charge for 768 kbit/s service	6 months	\$55000.00

Charges for Services Leased for Longer-Term Contracts:

	Price/Month for 3-year Contract	Price/Month for 5-year Contract
● Charge for 2.4 kbit/s service	N/A	N/A
● Charge for 4.8 kbit/s service	N/A	N/A
● Charge for 9.6 kbit/s service	\$3040.00	\$2880.00
● Charge for 19.2 kbit/s service	\$4275.00	\$4050.00
● Charge for 48 kbit/s service	\$9025.00	\$8550.00
● Charge for 56 kbit/s service	\$9025.00	\$8550.00
● Charge for 64 kbit/s service	\$9025.00	\$8550.00
● Charge for 128 kbit/s service	\$15200.00	\$14400.00
● Charge for 192 kbit/s service	\$20900.00	\$19800.00
● Charge for 256 kbit/s service	\$25650.00	\$24300.00
● Charge for 384 kbit/s service	\$33250.00	\$31500.00
● Charge for 512 kbit/s service	\$40850.00	\$38700.00
● Charge for 768 kbit/s service	\$52250.00	\$49500.00

Note:

N/A—Not available at these speeds.

5.3.2 Additional Charges for SKYSTREAM Delivery

There are 2 International Service Access Points for SKYSTREAM. These are located within the Auckland and Wellington tariff zones. The charges listed in 5.3.1 include the price of a local access circuit from either of the 2 International Service Access Points to the customer's first service-delivery point within the Auckland or Wellington tariff zone. Customers who require circuits to points outside of these two tariff zones, or to additional points within the tariff zones, will be charged standard Digital Data Service (DDS) access and transmission charges for these circuits.

5.4 TASTREAM SERVICE (DIGITAL CABLE SERVICE TO AUSTRALIA)

TASTREAM Service is a digital cable service that gives full-time operation over point-to-point circuits to Australia. It provides a half-circuit that gives full-duplex operation.

Note:

A "half" circuit originates at a customer's service-delivery point(s) in New Zealand and connects, at a point of electrical interface, with transmission facilities provided by an overseas telecommunications organisation (which has an agreement with Telecom to connect the circuit to an overseas destination).

5.4.1 Installation Charges

● Charge for installation of a 2.4 kbit/s circuit	\$600.00
● Charge for installation of a 4.8 kbit/s circuit	\$600.00
● Charge for installation of a 9.6 kbit/s circuit	\$600.00
● Charge for installation of a 19.2 kbit/s circuit	\$1500.00
● Charge for installation of a 48 kbit/s circuit	\$2500.00
● Charge for installation of a 56 kbit/s circuit	\$4000.00
● Charge for installation of a 64 kbit/s circuit	\$4000.00
● Charge for installation of a 128 kbit/s circuit	\$5000.00
● Charge for installation of a 192 kbit/s circuit	\$5000.00
● Charge for installation of a 256 kbit/s circuit	\$5000.00
● Charge for installation of a 384 kbit/s circuit	\$5000.00

5.4.2 Monthly Lease Charges

Lease charges for the TASTREAM Service are available on either a monthly rate, with specified minimum contract periods, or on a cheaper longer-term contract basis.

Charges for Services Based on the Minimum Contract Period:

	Minimum Contract Period	Price/Month
● Charge for 2.4 kbit/s service	1 month	\$2400.00
● Charge for 4.8 kbit/s service	1 month	\$3000.00
● Charge for 9.6 kbits service	1 month	\$4000.00
● Charge for 19.2 kbit/s service	3 months	\$5600.00
● Charge for 48 kbit/s service	3 months	\$13000.00
● Charge for 56 kbit/s service	3 months	\$13000.00
● Charge for 64 kbit/s service	3 months	\$13000.00
● Charge for 128 kbit/s service	6 months	\$22000.00
● Charge for 192 kbit/s service	6 months	\$30000.00
● Charge for 256 kbit/s service	6 months	\$37000.00
● Charge for 384 kbit/s service	6 months	\$48000.00

Charges for Services Leased for Longer-Term Contracts

	Price/Month for 3-year Contract	Price/Month for 5-year Contract
● Charge for 2.4 kbps service	N/A	N/A
● Charge for 4.8 kbps service	N/A	N/A
● Charge for 9.6 kbps service	\$3800.00	\$3600.00
● Charge for 19.2 kbps service	\$5320.00	\$5040.00
● Charge for 48 kbps service	\$12350.00	\$11700.00
● Charge for 56 kbps service	\$12350.00	\$11700.00
● Charge for 64 kbps service	\$12350.00	\$11700.00
● Charge for 128 kbps service	\$20900.00	\$19800.00
● Charge for 192 kbps service	\$28500.00	\$27000.00
● Charge for 256 kbps service	\$35150.00	\$33300.00
● Charge for 384 kbps service	\$45600.00	\$43200.00

Note:

N/A—Not available at these speeds.

5.4.3 Additional Charges for TASTREAM Delivery

There are 2 International Service Access Points for TASTREAM. These are located within the Auckland and Wellington tariff zones. The charges listed in 5.4.2 include the price of a local access circuit from either of the 2 International Service Access Points to the customer's first service-delivery point within the Auckland or Wellington tariff zone. Customers who require circuits to points outside of these two tariff zones, or to additional points within the tariff zones, will be charged standard Digital Data Service (DDS) access and transmission charges for these circuits

SECTION 6

MOBILE RADIO SERVICE

6. MOBILE RADIO SERVICE**6.1 Telephone Interconnect Access Charge**

This charge covers interconnection of mobiles through the customer's base to the PSTN. The charge applies to shared channels only, telephone interconnection access is covered by the exclusive channel charge for exclusive channel users.

- Monthly charge for access \$50.00

**SECTION 7
RESIDENTIAL CONTRACT**

7. RESIDENTIAL CONTRACTS

The following section sets out the standard terms for residential service offered for supply at the end of the quarter ending 30 September 1990.

7.1 RESIDENTIAL TELECOM TELEPHONE SERVICES STANDARD TERMS

ABOUT THESE TERMS

The Standard Terms set out below apply to the contract between you and the Telecom Regional Operating Company in your region ("us") for the residential use of Telecom telephone services. There are four regional companies: Telecom Auckland Limited, Telecom Central Limited, Telecom Wellington Limited and Telecom South Limited. These companies are subsidiaries of Telecom Corporation of New Zealand Limited ("TCNZ") and together with TCNZ and other specialist Telecom companies make up the Telecom Group.

If you want to use your telephone for non-residential purposes, or if you want to use other Telecom services, mobile radio, mobile telephone or paging, for example, different terms and charges apply. You should ask us for a copy of those terms.

If you are uncertain whether these terms apply to any of the services we are providing to you please contact your local Telecom Office.

New Residential Customers:

Your contract with us for Telecom telephone services
Use of your telephone will mean that you have agreed to a
contract with us for your use of Telecom telephone services. The
Standard Terms set out below are the terms of that contract.

Existing Residential Customers:

These Standard Terms replace in full the existing Standard Terms
and Conditions for Telecom telephone services.

KEY POINTS OF THE STANDARD TERMS

The responsibilities which you have under these Standard Terms are set out in detail later. This is a summary of the key points.

New Customers

You will become responsible for charges for Telecom telephone services from the time of your connection to the Telecom Network.

Charges

You must pay all the charges listed on your account no later than the last date for payment specified in your account, no matter who may have used your telephone.

If you think that your account has mistakes or includes charges which you should not have to pay you should contact us and provide us with evidence of the mistake or improper charge. You still must pay the whole account by the date specified. If the evidence is satisfactory we will refund the amount of the mistake or charge. We will credit this refund to your account.

The charges for all Telecom telephone services are determined by us and are set out in our current Telecom List of Charges. These are summarised in our current Customer Pricing Booklet. You can ask for a copy of the Booklet and we will supply it free of charge. We can change the Standard Residential Rental for your telephone line, but only after giving you at least one month's notice of the change. We may increase or decrease any other charges without giving you prior notice.

Demarcation Point

There is a boundary point between the Telecom Network and the sockets and permanent wiring within your home. This is called the Demarcation Point. In most cases, this point will be the socket nearest to the entry point of our cable into your home. If your home is provided with an Outside Test Point, the Demarcation Point will be at this point. You must not interfere with anything on our side of the Demarcation Point.

The Telecom Network

The Telecom Network includes the telephone exchanges, street cabling, and the wiring on our side of the Demarcation Point within the boundaries of your property. It does not include any sockets or permanent wiring on your side of the Demarcation Point, nor does it include your telephone or other terminal equipment.

Equipment and Repairs

We are responsible for repairs on our side of the Demarcation Point. If you are paying our standard monthly wiring maintenance charge we will also repair sockets and permanent wiring on your side of the Demarcation Point meeting, and installed to, our specifications. Your telephone, extension cords and plug-in equipment are not part of your permanent wiring.

You are free to rent or to buy a telephone or other terminal equipment from any one.

If you rent equipment from us, we will repair it, or replace it when necessary, without further cost than the monthly rental. Certain exceptions are set out in detail later. If you buy equipment from us, or obtain it from someone else, and later you ask us to make

repairs, you will have to pay all our charges for that repair work. The repairs may be covered by a warranty given with the equipment. You should always check whether a warranty applies before asking us to do repair work.

Any equipment which you connect to the Telecom Network must have a Telepermit or Type Approval label. Our current Telepermit Label is illustrated below. All sockets and permanent wiring must meet, and be installed to, our specifications. You must meet the cost of repairs resulting from damage to the Network caused by equipment, sockets, or permanent wiring which does not meet these requirements.

Faults

If you cannot make or receive any calls, and repairs have not been made within 3 full working days after you have informed us of the fault, we will refund the line rental for the period of the fault. We will not make a refund if the fault was caused by you or anyone lawfully on your premises or by equipment not rented from us, or by sockets or permanent wiring on your side of the Demarcation Point not meeting, or installed to, our specifications.

7.2 THE STANDARD TERMS IN DETAIL

What we agree to provide:

1. Full service

We will always do our best to provide the services which you have requested and which we have agreed to provide to you. However, we do not guarantee that the services we have agreed to provide to you will be continuous or fault-free.

2. Your telephone number

You will be allocated one or more telephone numbers depending upon the kinds of service we have agreed to provide to you. We may change your telephone number if we think it is necessary to do so. For example, if we expand the capacity of the Telecom Network we might add a digit to your number, or give you a new number. We will give you reasonable notice of any such change.

3. Telephone directory listing

Your name, address and telephone number will normally be listed in our current telephone directory for your area. This information is available for our use and it will also be made available through our directory assistance service. You may prefer not to have this information listed in the directory. You may also prefer to have this information restricted, which means it will not be disclosed through our directory assistance service. If you want either or both of these options, you must notify us before the directory closing date and pay the charge specified in our current Telecom List of Charges.

Having your number restricted, or not listed in the directory, does not mean that it is confidential. It may be disclosed to others, for example to emergency services, to other network operators, or when you make collect calls from your telephone.

Even if your number is restricted, or is not listed, we will provide you with one copy of our current telephone directory for your area free of charge.

4. Terminal equipment

You can rent telephones and other terminal equipment from us. There is a charge for installation but we will repair, or replace, this equipment, when necessary, free of charge.

5. Our wiring maintenance service

For a small standard monthly wiring maintenance charge we will repair the sockets and permanent wiring on your side of the Demarcation Point meeting, and installed to, our specifications. Certain exceptions are set out in clauses 9, 10 and 11.

You will need to notify us if you do not want this service. Repairs to your sockets and permanent wiring will then be your responsibility.

6. Other services

There are some Telecom services we can provide for residential use to which these Standard Terms do not apply. If you request services which are not covered by these terms, we will advise you about the terms which do apply.

7. Moving home

If you move to another home in our region, and wish to continue your Telecom telephone services at your new address, the contract between us will continue to apply even though your telephone number may be changed.

What you agree to pay

8. The charges for Telecom telephone services

You must pay the Standard Residential Rental for access to the Telecom Network, the rental for any equipment rented from us, and the standard monthly wiring maintenance charge (unless you notify us that you do not want this maintenance service). The rates of these charges are set out in our current Telecom List of Charges and are summarised in our current Customer Pricing Booklet. You can ask for a copy of the Booklet and we will supply it free of charge.

You must also pay the charges for all uses of Telecom telephone services which our records show have been made through, or properly charged to, your telephone number or supplied to you at your request.

You will be charged for all toll calls which are connected to the number actually dialled. This applies whether the call is answered by the person required, someone else, or by automatic answering equipment, including a FAX machine. The charge will apply whether or not actual conversation takes place.

You will be charged whether you or some other person used the service.

If the service was used by someone unlawfully in your home and the incident has been reported to the police you should contact us and provide us with evidence of that fact. If the evidence is satisfactory we will refund the amount of the charge.

We have services available to help you control unauthorised use of your telephone. If you are interested in these services please consult your local Telecom Office.

9. Repairs

Even if you are paying the standard monthly wiring maintenance charge, there are some situations not covered by this charge. You must pay our charges for repairing or replacing any part of the Telecom Network within the boundaries of your property, and of equipment you have rented from us, which has been lost or stolen, or destroyed or damaged by any means other than fair wear and tear, inherent defect, or natural disaster.

You must pay our charges if we repair sockets or permanent wiring on your side of the Demarcation Point not meeting, or installed to, our specifications.

10. The call-out charge

You must pay the call-out charge (given in our current Telecom List of Charges) for any visit by us relating to a fault caused by equipment not rented from us or by sockets or permanent wiring not meeting, or installed to, our specifications. This charge is only for the visit.

11. Service outside normal business hours

If required by us, you must pay our after hours call-out charge (given in our current Telecom List of Charges) for any repairs which you ask us to do outside our normal business hours (that is, other than between 8 a.m and 5 p.m Monday to Friday) or on public holidays.

12. Charges for reconnection after suspension of Telecom telephone services

You must pay the charge given in our current Telecom List of Charges for reconnection of Telecom telephone services after we have suspended them for any of the reasons given in clause 42.

13. Termination of the contract between us

If you terminate the contract between us you must pay our charges for one month after giving us notice of termination or to the date of disconnection of your Telecom telephone services if that is earlier. If you are disconnected within the minimum contract period, you must pay our charges for the minimum contract period. The minimum contract period is one month from the date your service commenced, unless we advise you otherwise.

Your Rights**14. Ownership**

These Standard Terms do not give you any title or interest in any part of the Telecom Network.

15. Faults in Telecom telephone services

If you cannot make or receive any calls and repairs have not been made within 3 full working days after you have informed us of the fault, we will refund the line rental for the period of the fault. We will not make a refund if the fault was caused by you or anyone lawfully in your home or on your property or by equipment not rented from us, or by sockets or permanent wiring not meeting, or installed to, our specifications.

You must apply for the refund within 60 days after the fault is fixed. If you terminate your contract with us after such a failure, to get your refund you must apply for it before giving us notice of termination.

16. Warranties

Nothing in these terms affects any rights which you might have as a result of any warranty given with equipment or any other rights you might have against the equipment supplier.

17. Terminating Telecom telephone services

You may give up any services we are providing to you, call-waiting or call-diversion, for example, without terminating your contract with us, by giving us 1 month's notice.

18. Termination of the contract between us

You may terminate the contract between us and request disconnection of your Telecom telephone services at any time by giving us one month's notice.

19. Effect of termination of the contract between us on your rights

If you terminate the contract between us, none of your rights under these Standard Terms resulting from your use of our services prior to termination will be affected. Any provision of these terms affecting your rights which is intended to apply after termination of the contract between us will continue to apply.

Your responsibilities**20. Payment**

You must pay the charges for all Telecom telephone services listed on your account no later than the last date for payment specified in your account.

21. Disputes

If you think that your account contains mistakes or includes charges for which you should not have to pay you should contact us and provide us with evidence of the mistake or improper charge. You must still pay the whole account by the date specified. If the evidence is satisfactory we will credit your account with the amount of the mistake or charge.

22. New customers

You will become responsible for all charges for Telecom telephone services from the time of your connection to the Network.

23. Transfer of rights and responsibilities

You may not transfer the rights or responsibilities which you have under these Standard Terms to anyone else. For example, although you may let anyone else make lawful use of your Telecom telephone services you will be responsible to us for the cost.

24. Interference

You may not interfere with the reasonable enjoyment or use of any other person's Telecom services.

25. Illegal use

You may not use, or allow anyone else to use, your Telecom telephone services for any illegal purpose or to annoy anyone.

26. Directions for use

You must comply with any reasonable directions we give you for using Telecom telephone services.

27. Permitted equipment

You must not connect any equipment to the Telecom Network unless it has a Telepermit or Telecom or Post Office Type Approval label. You must follow the instructions provided with the equipment when connecting it to the Telecom Network.

28. Repairs

You must not attempt to maintain or repair any part of the Telecom Network or any equipment rented from us, even if it is on your property. You should only permit a person to do this work if the person can show that he or she is authorised by us to do so.

29. Access

You must provide access to your home and property during normal business hours for any person who can show that he or she is authorised by us to inspect or do any other work on the Telecom Network or anything connected to it. Even if the purpose of the visit is to suspend or disconnect your Telecom telephone services, you must still provide access.

30. Indemnity by you

You will have to pay our charges for repairing damage to the Telecom Network caused by equipment not having a Telepermit or Telecom or Post Office Type Approval label which has been installed in your home or on your property or by sockets or permanent wiring not meeting, or installed to, our specifications.

You will not have to pay any charges for repairing damage to the Telecom Network caused by your equipment, sockets, or permanent wiring if you use only Telepermit or Type Approved equipment and have all your sockets and permanent wiring supplied and installed by us, or to our specifications.

31. Giving notice

You must send any notice which you wish to give us to your local Telecom Office. You can assume that we have received any such notice on the fifth day after the day on which it was posted.

32. Safeguarding or returning equipment

If your Telecom telephone services are suspended or the contract between us is terminated, you must take reasonable steps to safeguard any equipment which you have rented from us, or return it to us if we request you to do so.

33. Effect of termination of the contract between us on your responsibilities

Termination of the contract between us will not affect any of your responsibilities under these Standard Terms resulting from your use of our services prior to termination. Any provision of these terms affecting your responsibilities which is intended to apply after the termination of the contract between us will continue to apply.

Our Rights

34. Changes to these Standard Terms

We may change these terms (other than the terms of this clause) from time to time. We will advise you of any changes by publishing a notice in metropolitan newspapers, or by sending you a notice. Any such notice may state the actual changes or give a summary of them. Changes may take the form of completely new terms. Whether we use newspapers or send you a notice, we will give you at least one month's notice of any changes. In any event you can ask for a copy of any changes to these terms and we will supply it free of charge.

35. Changes to charges

We may change the Standard Residential Rental from time to time. We will advise you of any change by publishing a notice in metropolitan newspapers, or by sending you a notice. Whether we use newspapers or send you a notice, we will give you at least one month's notice of any change.

We may increase or decrease other charges for Telecom telephone services without giving you prior notice.

All charges are set out in our current Telecom List of Charges and are summarised in our current Customer Pricing Booklet.

36. Unpaid accounts

If any amount which you owe us is unpaid on the last date for payment specified in your account, we may charge you interest on that amount at the rate specified in the account. We may also suspend your Telecom telephone services.

37. Credit of Refunds

We may credit any refund we agree to give you towards your line rental or any other charges which you are due to pay to us or to any other member of the Telecom Group.

38. Credit limits, bonds, and guarantees

We may place a credit limit on you, or require you to pay or provide a bond, guarantee, or other form of security.

39. Telepermits

Even though you may connect to the Telecom Network any equipment with a Telepermit or Type Approval label, we do not guarantee that such equipment will always remain compatible with future Telecom Network requirements. Being marked with such a label means that the equipment design met the requirements of Telecom or the Post Office for safety and compatibility at the time when it was tested.

For this reason, we accept no responsibility as a result of the grant of a Telepermit or Type Approval label or use of the equipment after it was granted. The label does not mean that we have endorsed or recommended the equipment or given any form of warranty for it.

40. Access to your property in emergencies

In emergencies relating to Telecom telephone services, and after giving you whatever notice is possible in the circumstances, we may enter your property to deal with the emergency. You should only permit a person to enter your property for reasons related to Telecom telephone services if that person can show that he or she is authorised by us to do so.

41. Transfer of rights and responsibilities

We may transfer all or any of our rights and responsibilities under these Standard Terms to any person without affecting your rights and responsibilities under these terms.

42. Suspension of Telecom telephone services

We may temporarily restrict or suspend any of your Telecom telephone services when we consider it reasonable or necessary to do so, for example, to allow work to be done on the Telecom Network.

We may suspend without notice your use of any of your Telecom telephone services at any time in the following specific situations:

1. If you fail to pay any money due or owing to us or any member of the Telecom Group (whether or not it relates to the contract between us) by the last date for payment specified in the account; or,
2. If you are declared bankrupt; or
3. If you fail to meet your responsibilities under these terms.

We will retain the right to suspend without notice any of your services even if we continue to provide these services after any of these specific situations has occurred.

If we reconnect your services after suspension in one of these specific situations, we will charge you a reconnection fee.

43. Termination of the contract between us

In any of the specific situations described in clause 42, instead of suspending your services we may terminate the contract between us and disconnect your Telecom telephone services without giving you any notice.

We may also terminate the contract between us and disconnect your Telecom telephone services at any time. Except in the specific situations described in clause 42, we will give you at least one month's notice before doing so.

44. Effect of termination of the contract between us on our rights

If we terminate the contract between us none of our rights under these Standard Terms resulting from your use of our services prior to termination will be affected. Any provision of these terms affecting our rights which is intended to apply after termination of the contract between us will continue to apply.

Our responsibilities**45. Providing services**

We are responsible for providing to you the services we have agreed to provide to you.

46. Property damage

When we are doing work on your property and damage is caused by us because we did not take reasonable care, we will pay the cost of reasonable repairs or replacement up to the maximum amount set out in clause 47.

47. Limitation of liability to you

Apart from the circumstances set out in clause 15 (faults) and clause 46 (property damage), neither we nor any member of the Telecom Group will ever have to pay you or anyone else for anything (no matter how it occurs) which in any way relates to or results from either Telecom telephone services or the failure of any telephone or other terminal equipment rented from us or any member of the Telecom Group.

The combined maximum amount the members of the Telecom Group (including us) will ever have to pay you in relation to clause 46 (property damage) is limited to—

\$50,000 for one event or a related series of events;

or

\$100,000 in any twelve month period, no matter how many events occur during that period.

The combined maximum amount, if any, the members of the Telecom Group (including us) will ever have to pay you or anyone else in relation to circumstances other than under clause 46 is limited to—

\$5,000 for one event or a related series of events; or

\$10,000 in any twelve month period, no matter how many events occur during that period.

The limitations imposed by the terms of this clause apply to you and to anyone else who uses your telephone, whether or not they are members of your family, and whether or not they are authorised by you to do so. An identical or a similar clause applies to all contracts for the provision of Telecom telephone services. This means that no matter whose telephone you use, this or a similar clause will apply to you, and no matter who uses your telephone, this or a similar clause will apply to them. Every member of the Telecom Group has the benefit of the limitation imposed by this clause, and your acceptance of these Standard Terms and, consequently, this clause, can be used in legal proceedings between you and any member of the Telecom Group.

In this clause the term "Telecom Group" includes any company to which we have transferred some or all of our rights and responsibilities under these Standard Terms so that it can provide you with telephone services which we have agreed to provide to you under the contract between us but which we will no longer provide to you after the transfer.

48. Accounts and notices

We will provide a monthly account and we will send it and any other notices to the most recent address which you have given to us. We will assume that you have received any such account or notice on the fifth day after the day on which it was posted.

49. Effect of termination of the contract between us on our responsibilities

Termination of the contract between us will not affect any of our responsibilities under these Standard Terms resulting from your use of our services prior to termination. Any provision of these terms affecting our responsibilities which is intended to apply after the termination of the contract between us will continue to apply.

SECTION 8

NON-RESIDENTIAL CONTRACT

The following section sets out the standard terms and conditions for Telecom Network Service, including prescribed services, offered for supply at the end of the quarter ending 30 September 1990 for non residential customers, including subsidiaries of Telecom Corporation of New Zealand Limited.

TELECOM CORPORATION OF NEW ZEALAND LIMITED
STANDARD TERMS AND CONDITIONS FOR TELECOM NETWORK
SERVICE TO NON RESIDENTIAL CUSTOMERS

1. INTERPRETATION

- 1.1 "Contract" means the agreement, however constituted, between Telecom and the Customer for the provision of Network Service to the Customer, and includes these Standard Terms and Conditions as amended from time to time.
- 1.2 "Customer" means the person contracting with Telecom under this Contract and includes, for the purposes of Clause 6, any other person who makes use of the Network Service provided by Telecom under this Contract.
- 1.3 "Customer's Premises" includes such premises or property of any kind in which the Customer's Network Service is provided whether the premises or property of the Customer or not, and any other premises or property of the Customer.
- 1.4 "Connect" includes "allow to be connected", "leave connected", and the connection of anything through anything else. "Connecting", "Connected" and "Connection" have a corresponding meaning.
- 1.5 "Demarcation Point" means that point that the applicable PTC Specification designates to be the Demarcation Point, or, where there is no such point, means the point designated by Telecom as that at which Network Service is delivered to the Customer.
- 1.6 "International Leased Circuit" means a Leased Circuit at least one end of which is outside New Zealand.
- 1.7 "Leased Circuit" means the whole or any part of the capacity of a telecommunication link provided by Telecom that is dedicated pursuant to an agreement with Telecom for the use of any other person, and includes any part of the capacity in 2 or more telecommunication links where that capacity is Connected.
- 1.8 "Network Service" means the provision of any telecommunications service by Telecom to the Customer and also includes: listing in any directory, the provision of a Leased Circuit, the leasing or installation of any terminal equipment or telecommunication link for use with Network Service (except to the extent that such equipment or telecommunication link is the subject of any other Telecom leasing or installation contract), maintenance of any Network Service or anything used to provide Network Service, and any other services described as Network Services by Telecom for the purposes of this Contract from time to time; but does not include the provision of an International Leased Circuit.
- 1.9 "Network Service Number" means any telephone number, answer-back code, network user ID or any other number allocated or approved by Telecom.
- 1.10 "PTC Label" means a label authorised by Telecom, and indicating that the equipment to which it is attached is authorised to be Connected to the Telecom Network.
- 1.11 "PTC Specifications" means those specifications issued by Telecom from time to time as a means of determining codes of practice and technical requirements in respect of anything that is to be or is connected to any Telecom Network, the authoritative versions of which are held at the registered office of Telecom.
- 1.12 "Subsidiary" means any company in the Telecom Group, other than TCNZ, and includes any assignee of a Subsidiary.
- 1.13 "TCNZ" means Telecom Corporation of New Zealand Limited.
- 1.14 ["The Telecom List of Charges"] means the current Telecom list of charges in respect of Network Service, the authoritative version of which is held at the registered office of Telecom.
- 1.15 "Telecom" means the Subsidiary providing the Network Service to the Customer.
- 1.16 "Telecom Group" means jointly and severally, TCNZ and each and all of its subsidiaries now or from time to time (within the meaning of section 158 of the Companies Act 1955) and includes any member of the Telecom Group.
- 1.17 "Telecom Network" includes any means by which Network Service is provided to a Customer by Telecom or Telecom Group, but does not include any wiring or equipment on the Customer's side of the Demarcation Point, notwithstanding that such wiring or equipment may be the property of Telecom.
- 1.18 The singular includes the plural and vice versa.
- 1.19 The headings to the clauses are included for convenience only and do not constitute a part thereof.

2. PROVISION OF NETWORK SERVICE

- 2.1 Subject to these terms and conditions (as amended from time to time), Telecom will provide such Network Service as Telecom's records indicate the Customer has requested from time to time, whether orally or in writing. While Telecom will endeavour to provide the full Network Service to which this Contract relates, it does not guarantee continuous Network Service or fault free Network Service.
- 2.2 Telecom reserves the right to provide specific Network Service requested by the Customer from time to time subject to other terms and conditions provided by Telecom and set out in the appropriate Telecom contract form. Any Network Service provided subject to those other terms and conditions shall be governed by them.
- 2.3 Telecom further reserves the right to require any Customer to provide evidence of its ability to meet the financial obligations of the Customer under this Contract and to enter into such bond or guarantee arrangements as Telecom may reasonably require to ensure performance of those obligations.

3. CHARGES

- 3.1 The Customer shall pay Telecom the charges for all Network Service which Telecom's records attribute to the Customer unless the Customer proves:

- (a) that the Network Service was not provided to the Customer or accessed through any other Network Service provided to the Customer; and
- (b) that neither the Customer, nor any person using any Network Service provided to the Customer, requested the Network Service or agreed to pay for it whether by words or conduct.

- 3.2 The charges payable are at the rates in the Telecom List of Charges unless agreed otherwise in writing.
- 3.3 Charges in respect of Network Service provided over any period are due on the first day of that period, or on demand (whichever is the sooner). Other charges are due on demand.
- 3.4 Where any amount due by the Customer to Telecom in respect of Network Service remains unpaid for one month or more following the date on which it is due then, without prejudice to Telecom's right of suspension of Network Service or termination of this Contract, the Customer shall be liable to pay to Telecom interest on that amount at the rate, if any, specified in the Telecom List of Charges.
- 3.5 The Customer shall continue to be responsible for any charges incurred between the time of suspension of Network Service or notice of relinquishment of Network Service or termination of this Contract is given and the actual discontinuance of Network Service.
- 3.6 This clause shall survive termination of this Contract.

4. OWNERSHIP

- 4.1 This Contract is for the provision of Network Service only, and passes no title or interest in anything used in the provision of Network Service.
- 4.2 The Customer has no title or interest in any Network Service Number or listing associated with any Network Service, and Telecom may in its discretion change any Network Service Number or listing assigned to a Customer.

5. DIRECTORY LISTING

- 5.1 Unless the Customer gives notice otherwise to Telecom and pays the appropriate charge (if any) specified in the Telecom List of Charges, Telecom may list the Customer's name, address and Network Service Number in any directory that Telecom may publish from time to time, and publish, disclose, use, sell or otherwise make available to any person those details in such manner as Telecom may determine.

6. TELECOM LIABILITY

- 6.1 Except as provided in clauses 6.2, 6.3 or 6.4 under no circumstances will Telecom, or Telecom Group or their employees, contractors or agents, be liable in contract, tort, or otherwise to compensate the Customer for any loss, injury, or damage arising directly or indirectly from:
 - (a) any act, omission, error, default or delay of Telecom or Telecom Group or their employees, contractors or agents; or
 - (b) any act, omission, error, default or delay in respect of the provision, installation, operation, servicing, use or termination of Network Service; or
 - (c) the failure by Telecom or Telecom Group or their employees, contractors or agents to provide Network Service; or
 - (d) any failure of Network Service; or
 - (e) any failure of anything provided as part of, or in association with Network Service; or
 - (f) the interception of any communication using Network Service—whether in the case of Network Service it is the Network Service of the Customer, or of any other person, and whether the loss, injury or damage is the direct or indirect result of negligence or otherwise.
- 6.2 Notwithstanding clause 6.1, but subject to all other provisions in this clause 6, Telecom does not by this Contract exclude liability for physical damage to the property of the Customer occurring in the course of the provision, installation, operation, servicing or termination of Network Service that is a direct consequence of the negligence of Telecom or Telecom Group or their employees, contractors or agents.
- 6.3 Notwithstanding clause 6.1, where there is a total failure of the Customer's Network Service for any reason for more than 7 consecutive days after notice of the failure to Telecom, and the failure or continuation of the failure is not in any way directly or indirectly caused by the Customer or any person for whom the Customer is responsible, Telecom will, on request by the Customer made within 60 days after remedy of the failure, or within 60 days after suspension or relinquishment of the Customer's Network Service or termination of this Contract, (whichever is the sooner), refund to the Customer the rental in respect of Network Service for the period of the failure.
- 6.4 Notwithstanding clause 6.1, where there is a total failure of the Customer's Network Service for 7 consecutive days or less due to the negligence of Telecom and the failure or continuation of the failure is not in any way directly or indirectly caused by the Customer or any person for whom the Customer is responsible Telecom will, on request by the Customer made within 60 days after remedy of the failure, or within 60 days after suspension or relinquishment of the Customer's Network Service or termination of this Contract, (whichever is the sooner) refund to the Customer the rental in respect of the Customer's Network Service for the period of the failure; provided that Telecom may decline to refund any rental under this clause where the amount involved is less than twenty dollars (\$20).
- 6.5 Telecom may apply any refund payable under clause 6.3 or clause 6.4 as a credit towards other rental or charges payable by the Customer.
- 6.6 In any event, under no circumstances will Telecom, or Telecom Group or their employees, contractors or agents be liable to the Customer in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatever notwithstanding that Telecom or Telecom Group or their employees, contractors or agents have been advised of the likelihood of such losses.
- 6.7 If for any reason Telecom and/or Telecom Group and/or their employees, contractors and/or agents are liable to the Customer in contract, tort, or otherwise, (and whether arising out of the provision of Network Service under this Contract or under any

other contract for the provision of Network Service between the Customer and any other member of the Telecom Group) the combined maximum liability of Telecom and Telecom Group and their employees, contractors and agents to the Customer shall be fifty thousand dollars (\$50,000) in respect of any one event or related series of events, with a maximum liability to any one Customer in any 12 month period of one hundred thousand dollars (\$100,000), irrespective of the number of events.

- 6.8 Each limitation or exclusion in this clause and each protection given to Telecom or Telecom Group or their employees, contractors or agents by any provision of this clause 6 is to be construed as a separate limitation, exclusion or protection applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.
- 6.9 Where any person (including but not limited to any member of the Telecom Group) performs from time to time in whole or in part, whether as agent or contractor of Telecom or otherwise, any of the obligations of Telecom under this Agreement, or any part of the Network Service no longer provided by Telecom (any such other person in this clause 6 called the "Other Person"), the following provisions shall apply:
- (a) the performance by that Other Person of any of Telecom Group's Network Service or any service incidental to or in connection with any of Telecom Group's Network Service or any part of the Network Service no longer provided by Telecom shall be consideration for the agreement of the Customer that that Other Person shall have the benefit of the rights, exemptions, limitations, defences and immunities of whatsoever nature contained in this Agreement which are applicable to Telecom under this agreement;
 - (b) Telecom is or shall be deemed to be contracting for the benefit of the rights, exemptions, limitations, defences and immunities referred to in clause 6.9(a) for that Other Person as agent for that Other Person;
 - (c) the Other Person shall be entitled to all benefits, advantages, immunities, limitations or rights enjoyed by Telecom under this Agreement and the Customer acknowledges that this promise is intended to create an obligation enforceable at the suit of that Other Person, whether by way of defence or otherwise.
- 6.10 Nothing in this clause shall limit the right of the Customer to enforce this Contract by seeking an order for specific performance in any Court of competent jurisdiction.
- 6.11 Nothing in this clause 6 shall restrict the exclusion of liability provided in clause 10.3.
- 6.12 This clause (together with clause 10.3) shall survive termination of this Contract.

7. INDEMNITY BY CUSTOMER

- 7.1 The Customer hereby indemnifies and shall keep indemnified and save harmless Telecom and Telecom Group and their employees, contractors and agents from loss, damage, liability or expense arising from the use or attempted use of the Customer's Network Service by any person (including the Customer).
- 7.2 The Customer agrees to compensate Telecom and Telecom Group for any loss, damage, liability or expense suffered or incurred by Telecom or Telecom Group or any person to whom Telecom or Telecom Group is responsible arising from anything:
- (a) on the Customer's Premises; or
 - (b) Connected to the Telecom Network on the Customer's Premises; or
 - (c) Connected to the Telecom Network by the Customer, any person employed or authorised by the Customer, or any person for whom the Customer is responsible;

and in each case not being equipment supplied and Connected by Telecom or Telecom Group.

- 7.3 In the event of any breach by the Customer of this Contract, including failure to pay any charge when due, the Customer shall pay all costs and expenses reasonably incurred by Telecom in the exercise of any of Telecom's rights under this Contract or at law.
- 7.4 This clause shall survive termination of this Contract.

8. ASSIGNMENT

- 8.1 The Customer may not assign this Contract or any benefit or obligation of this Contract.
- 8.2 Telecom may without notice to or consent of the Customer, assign this Contract or any part of the benefit or obligation of this Contract to any person; but as between the Customer and Telecom any such assignment shall not prevent Telecom exercising any right or claiming any benefit, protection or indemnity under this Contract.

9. USE OF NETWORK SERVICE

- 9.1 Notwithstanding anything in clause 8.1, but subject to all other provisions of this Contract, the Customer may allow any person the use of the Customer's Network Service.
- 9.2 Except in emergencies the Customer shall not allow any other person the use of the Customer's Network Service where to the knowledge of the Customer that other person's Network Service has been suspended or terminated by Telecom or Telecom Group due to the non-payment of any Telecom or Telecom Group charges and that person's debt to Telecom or Telecom Group remains undischarged.
- 9.3 The Customer, may not by use of Network Service or otherwise, interfere with the reasonable enjoyment or use of Network Service by any other person, including Telecom.
- 9.4 The Customer shall not use nor allow any part of the Customer's Network Service to be used for any illegal purpose or to annoy any other person.
- 9.5 The Customer shall comply with any directions, whether general or specific, given orally or in writing to the Customer by Telecom from time to time as to the manner of using Network Service.
- 9.6 If the Customer receives or obtains through any Network Service information not intentionally directed to the Customer, the Customer shall not divulge the information nor the fact of its existence except to report any fault to Telecom.

10. ATTACHMENTS

- 10.1 The Customer shall not Connect anything to the Telecom Network except in accordance with the applicable PTC Specifications and where that thing:
- (a) bears a PTC Label; or
 - (b) has been supplied or authorised for Connection to the Telecom Network by Telecom or Telecom Group or (before 1 April 1987) by the New Zealand Post Office.
- 10.2 Nothing in clause 10.1 applies to the Connection of anything to the Telecom Network in accordance with every applicable PTC Specification through a device approved by Telecom for the purpose of Connecting non—approved equipment to the Telecom Network and which itself complies with clause 10.1.
- 10.3 The authority given by Telecom to any person to affix a PTC label to any equipment is not an endorsement or warranty of that equipment by Telecom, nor that the Telecom Network is, or will continue to be, configured in a manner that will permit such equipment to be used as intended by the Customer and the Customer shall not have any claim against Telecom or Telecom Group or their employees, contractors or agents arising from any such authorisation, whether given negligently or otherwise.

11. MAINTENANCE AND REPAIR

- 11.1 The Customer shall not and shall not permit any person other than an employee or other person authorised by Telecom (provided with proper means of identification) to maintain, repair, or interfere with any part of the Telecom Network or any equipment leased by Telecom for Connection to the Network, (except Wiring on the Customer's side of the Demarcation Point) notwithstanding that it may be on the Customer's Premises.
- 11.2 The Customer shall arrange and provide access to the Customer's Premises at all reasonable hours for Telecom and/or Telecom Group to install, remove, repair, maintain, inspect, test, suspend or terminate the Customer's or any other person's Network Service, any part of the Telecom Network, or anything connected to the Telecom Network or used in association with that Network or the Customer's or any other person's Network Service.
- 11.3 In the event of any part of the Telecom Network on the Customer's Premises (or equipment owned by Telecom or Telecom Group and provided for Connection to the Telecom Network) being lost, stolen, wholly destroyed or wholly or partially damaged through any means whatever other than fair wear and tear, or inherent defect, or fire, flood, earthquake, or other inevitable catastrophe, the Customer shall pay to Telecom, on demand, the cost to Telecom of replacing or repairing that part of the Network or such equipment.
- 11.4 Clauses 11.1 to 11.3 shall survive termination of this Contract.
- 11.5 Subject to clause 11.3 Telecom shall maintain and repair and at its option, replace equipment leased to the Customer by Telecom pursuant to this Contract.
- 11.6 Unless the Customer gives Telecom notice that the Customer does not require Telecom Maintenance and Repair Service, then, subject to clause 11.3, Telecom will maintain and repair:
- (a) Wiring permanently installed by Telecom or Telecom Group or the New Zealand Post Office; or
 - (b) Wiring permanently installed by anyone other than Telecom or Telecom Group or the New Zealand Post Office and installed in accordance with the appropriate Telecom PTC Specification (in which case the Customer may be required to pay the cost of the materials used in making such repairs)
- that is in each case on the Customer's side of the Demarcation Point and lawfully Connected to the Telecom Network.
- 11.7 The Customer agrees to pay Telecom's call-out charge as specified in the Telecom List of Charges for any visit by Telecom to the Customer's Premises or any other premises in respect of a fault in the Customer's Network Service or associated with equipment Connected to or used in conjunction with the Telecom Network by the Customer. This obligation applies where Telecom determines that the fault was with or caused by equipment which Telecom has not undertaken, and is not otherwise obliged, to maintain or repair. The call-out charge only covers the visit. Any maintenance or repair of anything not covered by Telecom Maintenance and Repair Service or any maintenance or repair requested to be carried out outside normal business hours, is at the discretion of Telecom and the expense of the Customer.
- 11.8 Telecom may agree to provide the Customer with a special maintenance and repair service that replaces in whole or in part the provisions of this clause 11.
- 11.9 In this clause "Wiring" shall have the same meaning as from time to time provided in Telecom PTC Specification 103, and "Telecom Maintenance and Repair Service" means the service of repairing the Wiring described in clause 11.6.

12. SUSPENSION OF SERVICE

- 12.1 Telecom may, without terminating this Contract, suspend the provision of all or any of the Customer's Network Services without notice at any time in any of the following circumstances:
- (a) the Customer fails to pay any money owing to Telecom Group within 14 days from the date upon which payment was due; or
 - (b) the Customer commits any act of bankruptcy; or
 - (c) the Customer (being a company) is wound up or any petition is presented for winding up or any resolution is passed for winding up or a receiver or statutory manager is appointed with respect to the company's assets or any part thereof; or
 - (d) the Customer commits any breach of this Contract.
- 12.2 The acceptance by Telecom of any payment later than 14 days after the due date for payment, or the continued provision of Network Service after Telecom has notice of any event described in clause 12.1 shall not constitute a waiver of Telecom's rights under clause 12.1.
- 12.3 The Customer may, without terminating this Contract, relinquish all or any of the Customer's Network Services provided under this Contract on the giving to Telecom by the Customer of notice either oral or in writing.

- 12.4 Where the Customer's Network Service is suspended or relinquished before the expiry of the minimum contract period (which is one month), the Customer shall pay to Telecom the balance of charges payable in respect of the unexpired portion of the minimum contract period.
- 12.5 Upon suspension or relinquishment (under this clause 12) or termination (under clause 13) of any Network Service under which equipment is made available to the Customer pursuant to this Contract, the Customer shall deliver any such equipment to Telecom forthwith. Telecom shall not be obliged to remove Telecom equipment or wiring from the Customer's Premises but may at its discretion do so at the charge to the Customer (if any) as specified in the Telecom List of Charges.

13. TERMINATION OF CONTRACT

- 13.1 Either party may terminate this Contract by 1 month's notice to the other party at any time.
- 13.2 Telecom may terminate this Contract without notice to the Customer in any of the circumstances described in Clause 12.1 or in any case where no Network Service has been provided to the Customer at any time during the previous 12 months.
- 13.3 Where the Customer gives notice of termination before the expiry of the one month minimum contract period the Customer shall pay to Telecom the balance of charges payable in respect of the unexpired portion of the minimum contract period.
- 13.4 Any termination of this Contract (however occasioned) shall not affect the accrued rights or liabilities of Telecom and the Customer nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or implicitly intended to come into or continue in force on or after such termination.

14. NOTICES

- 14.1 Any notice or account given by Telecom for the purposes of this Contract shall, without limiting the manner in which Telecom may give such notice, be sufficiently served or made if sent by post to either the address at which Network Service is required or provided, or to the Customer's last address known to Telecom, and shall be deemed to be received by or served upon the Customer on the fifth day after the day on which it is posted. The Customer's name may be abbreviated in any such notice or account.
- 14.2 Notice given by the Customer to Telecom for the purpose of this Contract shall be given in writing to the Telecom office nearest to the Customer's place of business.

15. AMENDMENTS TO CONTRACT

- 15.1 Telecom may amend this Contract (except the requirement to give one month's notice of any proposed amendments as set out in Clause 15.3) and shall give notice of the amendments by:
- (a) notice published in metropolitan newspapers considered by Telecom to have adequate circulations to fairly inform Customers; or
 - (b) notice to the Customer.
- 15.2 Any notice published or given pursuant to clause 15.1 may comprise the actual amendments, or notice of the general tenor of the amendments.
- 15.3 Any amendment shall take effect on the date specified in the notice, or the date one month from the date of the notice, whichever is the later. If notice of the amendment is given by publication in newspapers referred to in clause 15.1(a) the date of the notice shall be deemed to be the date on which such notice is first published in the last of any such newspapers.
- 15.4 Telecom may amend the Telecom List of Charges by amendment to the authoritative version which is held by Telecom's Company Secretary at Telecom's registered office. The amendment shall take effect immediately or at such later date specified in the amendment.
- 15.5 Any amendment to this Contract or the Telecom List of Charges may take the form of new terms and conditions or a new List of Charges (as the case may be) incorporating the amendments.
- 15.6 Telecom shall supply to the Customer upon request a certified copy of the applicable terms and conditions of this Contract (free of charge) and the Telecom List of Charges or the appropriate part thereof (at such reasonable charge as Telecom shall determine from time to time) as currently in force.

16. SPECIAL CONTRACTS

- 16.1 Subject to clause 2.2, this Contract shall apply in respect of all Network Service provided by Telecom to the Customer and, except as provided in clause 15 and clause 16.2, shall not be subject to variation (written or oral).
- 16.2 Except in the case of agreements referred to in clauses 3.2 or 11.8, any variation to this Contract that is not made under clause 15 shall be binding on Telecom only if it is in writing and executed on behalf of Telecom by the Managing Director or Company Secretary, of the applicable Subsidiary or is executed under the Common Seal of that Subsidiary.

17. SCOPE OF CONTRACT

- 17.1 These Terms and conditions apply to all users of Telecom Network Service who do not qualify as "residential" users in terms of the Standard Terms and Conditions for Residential Telecom Service ("the Residential Terms") whether or not such users have originally entered into a contract with Telecom for Telecom Network Service subject to the Residential Terms.

SECTION 9

INTERCONNECTION

There is an administration fee of \$50,000 payable to Telecom before a service operator may enter into negotiations for interconnection.

9. INTERCONNECTION CONTRACT

The following section sets out the standard terms and conditions for interconnection to the public switched telephone network owned and operated by Telecom Corporation of New Zealand Limited, offered for supply at the end of the quarter ending 30 September 1990.

9.1 Standard Terms and Conditions

**INTERCONNECTION AGREEMENT
(ALTERNATIVE NETWORK AND TOLL BY-PASS)**

DATED the day of 19

BETWEEN

- (1) TELECOM CORPORATION OF NEW ZEALAND LIMITED having its registered office at 14th Floor, 13-27 Manners Street, Wellington ("TCNZ")
- (2) The companies whose names and registered offices are set out in column 1 of Item 1 of Schedule A and which are collectively called "All ROCs" and which are each referred to as a "Telecom ROC", and in certain cases individually called the respective names in column 2 of Item 1 of Schedule A
- (3) [] having its registered office at [] ("the Service Operator")
- (4) The companies whose names and registered offices are set out in Item 1 of Schedule J ("the Guarantor")

RECITALS

- A. The Service Operator has been declared to be a network operator pursuant to Section 2A(3) of the Telecommunications Act 1987 and wishes to provide certain telecommunication services to its customers.
- B. In order to provide those telecommunication services, the Service Operator has requested to Connect to and with each Telecom ROC's Network and to use certain telecommunication services of each Telecom ROC (including certain telecommunications services for voice, data, facsimile and related signals).
- C. TCNZ has agreed to procure each Telecom ROC to Connect that Telecom ROC's Network to and with the Service Operator's Network and to provide such telecommunication services to the Service Operator.
- D. Each Telecom ROC wishes to Connect that Telecom ROC's Network to and with the Service Operator's Network and to provide such telecommunication services to the Service Operator subject to the terms and conditions of this Agreement.
- E. For the purposes of giving effect to this Agreement each Telecom ROC (other than the Principal ROC) has agreed that the Principal ROC may act on its behalf for the purposes of co-ordinating the provision of such telecommunication services to the Service Operator pursuant to this Agreement.

THE PARTIES TO THIS AGREEMENT AGREE AND DECLARE as follows:

1. IN consideration of the Service Operator agreeing to enter into this Agreement on the terms and conditions hereinafter specified, TCNZ agrees to procure that each Telecom ROC permits the Service Operator's Network to be Connected to and with the respective Telecom ROC's Network and that the Telecom Group makes available certain telecommunication services more particularly described in the Terms and Conditions of Interconnection annexed hereto as Schedule B subject always to those Terms and Conditions of Interconnection.
2. IN consideration of the Service Operator entering into this Agreement on the terms and conditions hereinafter specified each Telecom ROC agrees to permit the Service Operator's Network to be Connected to and with the respective Telecom ROC's Network and to make available certain telecommunication services more particularly described in the Terms and Conditions of Interconnection annexed as Schedule B subject always to those Terms and Conditions of Interconnection.
3. THE parties agree that the Agreement between them is evidenced by this Agreement and the several Schedules specified in Schedule L all of which are incorporated in this Agreement and are construed as part of this Agreement.
4. SUBJECT to Clause 5 of this Agreement, it is acknowledged by All ROCs that where this Agreement provides that the Principal ROC shall perform an act under this Agreement or that an act shall be performed on the Principal ROC, the Principal ROC is acting for and on behalf of All ROCs and shall bind All ROCs.
5. IF at any time, the Service Operator decides that it would prefer to deal in all matters directly on a separate basis with each Telecom ROC, the Service Operator may serve notice on the Principal ROC to that effect and, notwithstanding anything in this Agreement, from the date 1 month after the date of service of such notice, all references to the Principal ROC in this Agreement shall be read as references to "each Telecom ROC" or, where the context permits, "the respective Telecom ROC", and Clause 4 of this Agreement shall not apply.

IN WITNESS WHEREOF this Agreement is executed on the day and year first written above.

THE Common Seal of TELECOM
CORPORATION OF NEW ZEALAND
LIMITED was hereunto affixed in the
presence of:

 Director.
 Director/Secretary.

[Execution by each Telecom ROC]

[Execution by Service Operator]

[Execution by Guarantor]

SCHEDULE A

ITEM 1—LIST OF THE TELECOM ROCs

Column 1

Column 2

Name and registered office of Telecom ROC

Definition

ITEM 2—NAME OF PRINCIPAL ROC

[]

SCHEDULE B

TERMS AND CONDITIONS OF INTERCONNECTION

1. INTERPRETATION

In this Agreement the following terms have the following meanings:

- 1.1 "Access Code" means any code (from the standard series of access codes established by TCNZ for alternative networks and STD toll by-pass) allocated to the Service Operator's Network by TCNZ in accordance with the provisions of Item 5 of Schedule C (and amended from time to time pursuant to the provisions of Clauses 8.2 and 8.4) which is used by the Service Operator's End Users to prefix Calls intended for delivery from a Telecom ROC's Network to the Service Operator's Network.
- 1.2 "Agreement" means this agreement entitled "Interconnection Agreement" as amended from time to time.
- 1.3 "All ROCs" shall be read as referring collectively to all companies listed in Item 1 of Schedule A.
- 1.4 "ANI Charge" means the charge calculated in accordance with Item 3 of Schedule K as amended from time to time.
- 1.5 "Call" means a signal or series of signals intended by the Service Operator's End User to be conveyed from a Telecom ROC's Network to the Service Operator's Network or from the Service Operator's Network to a Telecom ROC's Network whether or not that signal or series of signals is so conveyed to effect actual communication between the Service Operator's End User and the intended recipient of the signal or signals; but does not include line signals including (without limitation) any seize and release signal or signals, or information signals including (without limitation) any number identification information.
- 1.6 "Call Charges" means the charges calculated in accordance with Item 2 of Schedule K as amended from time to time.
- 1.7 "Chargeable Call" means any Call:
- 1.7.1 delivered or (in a case where no free Link in the Service Operator's Network is available) offered to be delivered from a Telecom ROC's Network to the Service Operator's Network; or
- 1.7.2 delivered from the Service Operator's Network to a Telecom ROC's Network which gives rise to the transmission of an answer line signal (as referred to in the PTC Specifications) from the Telecom ROC's Network;
- whether or not actual communication takes place between the originator of the Call and the intended recipient of the Call.
- 1.8 "CCITT" means the International Telegraph and Telephone Consultative Committee.
- 1.9 "Commission Date" means [19].
- 1.10 "Confidential Information" means in relation to any party, all information which is confidential to or the property of that party (or, in the case of any Telecom ROC or TCNZ, Telecom Group), and/or which is confidential to or the property of a third party and used or disclosed pursuant to or in connection with this Agreement by that party under licence from such third party, and includes the contents of any Materials, information concerning any customer of any other party to this Agreement or usage by such customer of any Telecom ROC's Network or the Service Operator's Network (as the case may be), and all information referred to in Clause 4.3.
- 1.11 "Connect" includes "allow to be connected", "leave connected" and the connection of anything through anything else. "Connecting", "Connected" and "Connection" have a corresponding meaning.
- 1.12 "Delayed Commission Date" means, in relation to a Telecom ROC, the date on which the Principal ROC has served a notice on the Service Operator under Clause 2.7 relating to that Telecom ROC, in circumstances where that Telecom ROC has failed to provide, install, test and make operational that Telecom ROC's Equipment by the Commission Date.
- 1.13 "Expected Interconnect Requirements" means the expected requirements set out in the Service Operator's notice under Clause 16.4.
- 1.14 "Force Majeure" means any Force Majeure event set out in Clause 25.2.
- 1.15 "Guarantor" means the person(s) named in Item 1 of Schedule J.
- 1.16 "Intellectual Property" includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests therein or licences to use any thereof.
- 1.17 "Interconnect Link" means that part of a Telecom ROC's Network which comprises a circuit or group of circuits which Connects a Service Delivery Point to a Telecom ROC's Telephone Exchange. Interconnect Links are provided by each respective Telecom ROC in such numbers and types and at such locations specified in Item 3 of Schedule C, and in such other numbers and types and at such other locations as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement.
- 1.18 "Interconnect Link Charges" means the charges for an Interconnect Link calculated in accordance with Item 1 of Schedule K as amended from time to time.
- 1.19 "Link" means any circuit provided by any means forming part of a Telecom ROC's Network or the Service Operator's Network, as the case may be.

- 1.20 "Materials" means:
- 1.20.1 in relation to a Telecom ROC or TCNZ, all documents, instructional material, charts, design drawings and manuals, developed by Telecom Group or its officers, employees, contractors or agents in connection with this Agreement and provided to the Service Operator by that Telecom ROC or TCNZ (as the case may be);
- 1.20.2 in relation to the Service Operator, all documents, instructional material, charts, design drawings and manuals, developed by the Service Operator or its officers, employees, contractors or agents in connection with this Agreement and provided to a Telecom ROC or TCNZ by the Service Operator.
- 1.21 "New Interconnect Requirements" means the new interconnect requirements referred to in the Principal ROC's notice under Clause 16.4.4.
- 1.22 "Other ROC" in relation to a Telecom ROC, shall be read as referring to each Telecom ROC other than that Telecom ROC.
- 1.23 "Other ROC's Equipment" means, in relation to an Other ROC, any and all equipment, apparatus and materials (including but not limited to any Link or combination of Links) or part thereof which comprises part of that Other ROC's Network or which is otherwise used directly or indirectly by that Other ROC to enable that Other ROC to provide that Other ROC's Network Service to the Service Operator.
- 1.24 "Other ROC's Network" means, in relation to an Other ROC, the system of that Other ROC comprising Links and equipment Connected together by which that Other ROC's Network Service is made available to the Service Operator, and without limiting the generality of the foregoing includes the Service Delivery Points specified for that Other ROC in Item 2 of Schedule C.
- 1.25 "Other ROC's Network Service" means, in relation to an Other ROC, the telecommunication services of that Other ROC as more particularly described in Item 1 of Schedule C.
- 1.26 "Other ROC's Telephone Exchange" in relation to an Other ROC, shall be read as referring to a Telecom designated telephone exchange of that Other ROC's Network which is situated within a Point of Interconnection.
- 1.27 "Partial Termination" means partial termination of this Agreement, insofar as it relates to a Telecom ROC, under Clause 25.
- 1.28 "Person Authorised" means, in relation to a Telecom ROC, any person appointed by that Telecom ROC as an authorised officer, employee, contractor or agent of that Telecom ROC for the purposes of this Agreement and whose appointment to such position is to be evidenced by a means of identification which shall be mutually agreed between the Principal ROC and the Service Operator.
- 1.29 "Points of Interconnection" means the areas outlined on the maps set out in Item 4 of Schedule C and such other areas as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement.
- 1.30 "Principal ROC" means the Telecom ROC named in Item 2 of Schedule A or such other Principal ROC appointed under Clause 25.7.
- 1.31 "Principle of Call Hand-over" means the principle set out in Clause 3.1.
- 1.32 "Project" means the provision or use of Telecom ROC's Network Service and the Connection of the Service Operator's Network to and with each Telecom ROC's Network pursuant to this Agreement.
- 1.33 "PTC Specifications" means those applicable specifications issued by TCNZ which are annexed hereto as Schedule E (as amended from time to time pursuant to Clauses 13.2 and 13.6).
- 1.34 "Schedules" means the schedules to this Agreement listed in Schedule L.
- 1.35 "Service Delivery Points" means that part of a Telecom ROC's Network which comprises the electrical interface points provided by that Telecom ROC at the locations specified in Item 2 of Schedule C and such other locations as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement, to and from which that Telecom ROC may:
- 1.35.1 deliver Calls from that Telecom ROC's Network to the Service Operator's Network;
- 1.35.2 accept Calls from the Service Operator's Network.
- 1.36 "Service Operator" means the Service Operator named in the first page of this Agreement.
- 1.37 "Service Operator's Customer" means a person having a contractual relationship with the Service Operator for the use of Service Operator's Network Service by that person but does not include a Telecom ROC or TCNZ.
- 1.38 "Service Operator's End User" means any person who originates a Call, whether within a Telecom ROC's Network or any other network of any kind or description whatsoever, but does not include a Telecom ROC or TCNZ.
- 1.39 "Service Operator's Equipment" means any and all equipment, apparatus or materials (including but not limited to any Link or combination of Links) or part thereof which comprises part of the Service Operator's Network or which is otherwise used directly or indirectly by the Service Operator to enable the Service Operator to provide the Service Operator's Network Service, but, for the avoidance of doubt, does not include a Telecom ROC's Equipment.
- 1.40 "Service Operator's Network" means the system comprising Links and equipment Connected together by which the Service Operator's Network Service is made available to the Service Operator's End Users, but does not include a Telecom ROC's Network, or any network of any third party of any kind or description.
- 1.41 "Service Operator's Network Service" means the telecommunication services set out in Schedule D.
- 1.42 "Service Operator's Premises" means any premises owned or leased by the Service Operator described in Clause 14.1.1 and the services and facilities of or relating to such premises referred to in Clause 14.1.2, and any other of the premises, services and facilities of the Service Operator provided as suitable alternative premises, services and facilities pursuant to Clause 14.8.
- 1.43 "The Telecom List of Charges" in relation to a Telecom ROC, means the list of charges as determined by TCNZ from time to time in respect of that Telecom ROC's Network Service, the authoritative version of which is held at the registered office of TCNZ.

- 1.44 "Telecom" means together, each Telecom ROC and TCNZ.
- 1.45 "Telecom Group" means, jointly and severally, TCNZ and each and all of its subsidiaries now or from time to time (within the meaning of section 158 of the Companies Act 1955) and includes any member of the Telecom Group including each Telecom ROC.
- 1.46 "Telecom ROC" shall be read as referring to any of the companies listed in Item 1 of Schedule A.
- 1.47 "Telecom ROC's Equipment" means, in relation to a Telecom ROC, any and all equipment, apparatus or materials (including but not limited to any Link or combination of Links) or part thereof which comprises part of that Telecom ROC's Network or which is otherwise used directly or indirectly by that Telecom ROC to enable that Telecom ROC to provide that Telecom ROC's Network Service to the Service Operator.
- 1.48 "Telecom ROC's Network" means, in relation to a Telecom ROC, the system of that Telecom ROC comprising Links and equipment Connected together by which that Telecom ROC's Network Service is made available to the Service Operator, and without limiting the generality of the foregoing includes the Service Delivery Points specified for that Telecom ROC in Item 2 of Schedule C.
- 1.49 "Telecom ROC's Network Service" means, in relation to a Telecom ROC, the telecommunication services of that Telecom ROC as more particularly described in Item 1 of Schedule C.
- 1.50 "Telecom ROC's Telephone Exchange", in relation to a Telecom ROC, shall be read as referring to a Telecom designated telephone exchange of that Telecom ROC's Network which is situated within a Point of Interconnection.
In this Agreement:
- 1.51 The singular includes the plural and vice versa.
- 1.52 The headings to the clauses are included for convenience only and do not constitute a part of this Agreement.
- 1.53 Any reference in this Agreement to "month" shall mean calendar month.
- 1.54 Words denoting natural persons only shall include corporations and vice versa and words denoting one gender shall include every other gender.
- 1.55 Except as specifically provided in this Agreement, all references to clause numbers shall be read as references to clauses of these Terms and Conditions of Interconnection set out in this Schedule B.
- 1.56 Any reference to any statute or regulation shall be deemed to be a reference to that statute or regulation as it may from time to time be amended or re-enacted.
- 1.57 The rule of interpretation known as the contra proferentem rule shall not apply in interpretation of this Agreement.

2. INTERCONNECTION

- 2.1 Subject to the terms and conditions hereinafter contained, each respective Telecom ROC shall:
- 2.1.1 permit the Service Operator's Network to be Connected to and with that Telecom ROC's Network at trunkside (inter-exchange) level at the Service Delivery Points;
- 2.1.2 make available that Telecom ROC's Network Service to the Service Operator, and where the Service Operator has provided, installed, tested and made the Service Operator's Equipment operational in terms of Clause 2.4, provide that Telecom ROC's Network Service to the Service Operator.
- 2.2 Each respective Telecom ROC shall be responsible for providing, installing, testing, making operational and maintaining that Telecom ROC's Equipment. In particular each respective Telecom ROC shall provide, install, test and make operational:
- 2.2.1 Service Delivery Points in such numbers and such locations as are specified for that Telecom ROC in Item 2 of Schedule C;
- 2.2.2 Interconnect Links in such numbers and such locations as are specified for that Telecom ROC in Item 3 of Schedule C.
- 2.3 The Service Operator acknowledges that each Telecom ROC's Equipment may include any type of equipment, apparatus and materials and that each respective Telecom ROC may use any method of providing that Telecom ROC's Network Service.
- 2.4 Subject to Clauses 12 and 13, the Service Operator shall be responsible for providing, installing, testing, making operational and maintaining the Service Operator's Equipment.
- 2.5 Each respective Telecom ROC shall provide and install, test and make that Telecom ROC's Equipment operational to enable that Telecom ROC's Network Service to be made available on the Commission Date. Where it appears to a Telecom ROC that that Telecom ROC's Network Service will not be made available to the Service Operator by the Commission Date, for reasons other than the Service Operator's failure to comply with its obligations under this Agreement (and, in particular, without limitation, the Service Operator's obligations under Clause 14), the Principal ROC will, as soon as possible, give notice to the Service Operator:
- 2.5.1 identifying that Telecom ROC's Equipment which cannot be provided, installed, tested and made operational by the Commission Date;
- 2.5.2 specifying the date by which that Telecom ROC considers that it is practicable to provide, install, test and make operational that Telecom ROC's Equipment identified pursuant to Clause 2.5.1;
- 2.5.3 giving the reasons why that Telecom ROC considers that it is impracticable to provide, install, test and make operational that Telecom ROC's Equipment identified pursuant to Clause 2.5.1 by the Commission Date.
- 2.6 Where a Telecom ROC's Equipment is not provided, installed, tested and operational by the Commission Date, that Telecom ROC shall use its best endeavours to provide, install, and test that Telecom ROC's Equipment and make that Telecom ROC's Equipment operational as soon as practicably possible.
- 2.7 The Principal ROC shall forthwith serve notice on the Service Operator each time a Telecom ROC's Equipment has been substantially provided and installed and fully tested by that Telecom ROC and is operational to enable that Telecom ROC to provide that Telecom ROC's Network Service to the Service Operator.

- 2.8 The Service Operator shall forthwith serve notice on the Principal ROC each time the Service Operator's Equipment has been substantially provided and installed and fully tested and is operational to enable a Telecom ROC to provide that Telecom ROC's Network Service to the Service Operator.

3. PRINCIPLE OF CALL HAND-OVER

- 3.1 The Principle of Call Hand-over shall be as follows:

- 3.1.1 subject to Clause 3.1.2, in the case of a Call from a Telecom ROC's Network to the Service Operator's Network, the Call shall be handed over by a Telecom ROC to the Service Operator at the Service Delivery Point Connected to the Point of Interconnection serving the area (determined by the Service Operator) from which the Service Operator's End User originated the Call;
- 3.1.2 where a Call is delivered to a Telecom ROC's Network by another network specified in Item 6 of Schedule C for delivery to the Service Operator's Network, the Call shall be handed over to the Service Operator at the Service Delivery Point Connected to the appropriate Point of Interconnection as specified in Item 6 of Schedule C;
- 3.1.3 in the case of a Call from the Service Operator's Network to a Telecom ROC's Network, the Call shall be handed over by the Service Operator at a Service Delivery Point selected by the Service Operator.

4. TELECOM ROC'S NETWORK SERVICE

- 4.1 Each respective Telecom ROC will use its best endeavours to make available and provide to the Service Operator, that Telecom ROC's Network Service, but (without limiting the foregoing obligation), it does not guarantee that that Telecom ROC's Network Service will be continuously available or continuous (as the case may be) or fault-free. Without limiting the generality of the foregoing provisions of this Clause 4.1, each respective Telecom ROC reserves the right to suspend or restrict that Telecom ROC's Network Service where it is considered reasonably necessary to do so, and then only to the minimum extent practicable so as to limit disruption to the Service Operator's Network Service, and in particular (but without limitation) where:
- 4.1.1 changes are made to that Telecom ROC's Network in accordance with Clause 16; or
- 4.1.2 scheduled testing, repair and maintenance of that Telecom ROC's Network is carried out of which that Telecom ROC has given the Service Operator reasonable notice, or unscheduled testing, repair and maintenance of that Telecom ROC's Network is carried out in the event of emergency; or
- 4.1.3 testing, repair and maintenance of that Telecom ROC's Network is carried out, where the necessity for testing, repair and maintenance arises as a result of the act or omission of any person other than the Service Operator or Telecom Group; or
- 4.1.4 the Service Operator undertakes testing, maintenance or repair of the Service Operator's Network which gives rise to interference or an outage in that Telecom ROC's Network;
- 4.1.5 there is distortion of normal traffic patterns (as described in Schedule I) in that Telecom ROC's Network in circumstances where attempts by that Telecom ROC to eliminate the effects of such distortion by using call management procedures such as call gapping or selective make-busy, have failed; or
- 4.1.6 a Force Majeure occurs; or
- 4.1.7 Clause 6.6 applies; or
- 4.1.8 the Service Operator commits any breach of any of its obligations under Clauses 11, 12.2, 13.1, 13.3, 13.4, 13.5, 13.7, 13.8, 13.10, 14.3, 14.4, 14.5, 14.7, or 17;
- 4.1.9 the Service Operator commits a breach of any of its obligations under this Agreement (other than those referred to in Clauses 4.1.7 and 4.1.8), and the breach continues unremedied at the expiry of 30 days from the date upon which the Principal ROC has given the Service Operator notice of a breach under this Clause 4.1.9.
- 4.2 Each respective Telecom ROC shall provide to the Service Operator that Telecom ROC's Network Service of a quality comparable to the network service provided by that Telecom ROC to its other customers (including any other member of the Telecom Group). Each respective Telecom ROC may withdraw as part of that Telecom ROC's Network Service the delivery, offer of delivery and acceptance of a particular type of Call, or the provision of a particular type of service on giving the Service Operator no less than 3 months' notice (or such lesser notice period as is given in respect of the withdrawal of that particular type of call (or service, as the case may be) for that Telecom ROC's other customers) PROVIDED THAT no such Telecom ROC's Network Service shall be withdrawn unless that Telecom ROC is withdrawing that particular type of call or service from all of its customers (including any other member of the Telecom Group).
- 4.3 It is acknowledged by the Service Operator that the provision of any automatic number identification information as part of a Telecom ROC's Network Service is made by that Telecom ROC subject to the following conditions:
- 4.3.1 the Service Operator, its officers, employees, contractors and agents will not use the automatic number identification information except for the purpose of charging the Service Operator's Customers and carrying out the Service Operator's internal telecommunications operator services;
- 4.3.2 notwithstanding the provisions of Clause 22.2.3, the Service Operator will not disclose the automatic number identification information to any person or persons other than those officers or employees of the Service Operator directly concerned in:
- 4.3.2.1 the process of charging of the Service Operator's Customers; or
- 4.3.2.2 the Service Operator's internal telecommunications operator services;
- 4.3.3 subject to Clause 4.3.2, for as long as Telecom Group does not provide calling line identification as a service to its customers, the Service Operator's system will not display the calling number of the calling Service Operator's End User. When the Telecom Group does provide calling line identification as a service to its customers, this Clause 4.3 will be renegotiated;
- 4.3.4 the Service Operator will use its best efforts to cause compliance with the provisions of Clauses 4.3.1 and 4.3.2 by its officers, employees, contractors and agents.

4.4 The parties agree that access to 111 service will be agreed between the parties and will be on the basis of line-side access.

5. CHARGES

- 5.1 Except where they are recovered by Telecom Group from the Service Operator under any other agreement, all costs of or incurred by a Telecom ROC (whether before or after the commencement date of this Agreement set out in Clause 18.1) in installing, testing and making operational any of that Telecom ROC's Equipment which is required in connection with providing that Telecom ROC's Network Service (including without limitation, and subject always to the provisions of Clause 16.4.4, the Connection of any New Interconnect Requirements, and the relocation of any of Telecom ROC's Equipment under Clause 14.8) shall be borne by the Service Operator. Such costs shall include without limitation:
- 5.1.1 all costs of rental, hire or purchase of any additional equipment (including parts), apparatus and materials which must be obtained by that Telecom ROC principally for use in installing, testing and making operational any of that Telecom ROC's Equipment, which is required in connection with providing that Telecom ROC's Network Service to the Service Operator;
 - 5.1.2 all labour costs of that Telecom ROC's employees, employed in installing, testing and making operational any of that Telecom ROC's Equipment which is required in connection with providing that Telecom ROC's Network Service to the Service Operator, such employees to be charged out at their hourly rates as determined from time to time by that Telecom ROC, which rates shall be the rates charged by that Telecom ROC to its other customers;
 - 5.1.3 all costs of that Telecom ROC's agents or contractors contracted to assist that Telecom ROC in installing, testing and making operational any of that Telecom ROC's Equipment which is required in connection with providing that Telecom ROC's Network Service to the Service Operator;
 - 5.1.4 all costs of any consumable materials used in installing, testing and making operational that Telecom ROC's Equipment which is required in connection with providing that Telecom ROC's Network Service to the Service Operator;
 - 5.1.5 reasonable costs to cover that Telecom ROC's overhead expenses in installing, testing and making operational any of that Telecom ROC's Equipment which is required in connection with providing that Telecom ROC's Network Service to the Service Operator.
- 5.2 All costs incurred by Telecom ROC in respect of disconnection and removal of that Telecom ROC's Equipment under Clauses 14.8, 16.6 and 18.4 shall be borne by the Service Operator. Such costs shall include without limitation:
- 5.2.1 all labour costs of that Telecom ROC's employees employed in disconnecting and removing any of that Telecom ROC's Equipment (and, in the case of disconnection, reprogramming software of any part of that Telecom ROC's Equipment to effect such disconnection), such employees to be charged out at their hourly rates as determined from time to time by that Telecom ROC, which rates shall be the rates charged from time to time by that Telecom ROC to its other customers;
 - 5.2.2 all costs of that Telecom ROC's agents or contractors contracted to assist that Telecom ROC in disconnecting and removing any of that Telecom ROC's Equipment;
 - 5.2.3 all costs of any consumable materials used in effecting disconnection of that Telecom ROC's Equipment;
 - 5.2.4 reasonable costs to cover that Telecom ROC's overhead expenses arising from such disconnection or removal.
- 5.3 [Invoicing of charges under Clauses 5.1 and 5.2—Policy details to be finalised.]
- 5.4 The Service Operator shall pay to a Telecom ROC in accordance with the provisions of Clause 6 the following charges in respect of traffic routed through that Telecom ROC's Telephone Exchange:
- 5.4.1 for each Interconnect Link provided for that Telecom ROC's Telephone Exchange, the Interconnect Charges (plus GST);
 - 5.4.2 subject to Clauses 5.4.3, 5.4.4, 5.4.5 and 5.4.6, the Call Charges (plus GST) for each Chargeable Call;
 - 5.4.3 where the Call is delivered from the Service Operator's Network to Telecom Auckland's Telecom ROC's Network and is delivered or offered to be delivered to the destination designated by the Telecom international number giving rise to the transmission of an answer line signal, a charge (plus GST) calculated in accordance with the standard international toll call tariff determined by TCNZ from time to time which charge shall be in lieu of the Call Charges for that Call;
 - 5.4.4 where the Call is delivered from the Service Operator's Network to a Telecom ROC's Network and is delivered or offered to be delivered to the destination designated by a Telecom "025" number which gives rise to the transmission of an answer line signal, the standard charge (plus GST) for calls to the Telecom Cellular Limited network as set out in The Telecom List of Charges, which charge shall be in lieu of the Call Charges for that Call;
 - 5.4.5 where the Call is delivered from the Service Operator's Network to a Telecom ROC's Network and is delivered or offered to be delivered to the destination designated by a Telecom "026" number which gives rise to the transmission of an answer line signal, the standard charge (plus GST) for calls to the Telecom Paging Limited network as set out in The Telecom List of Charges, which charge shall be in lieu of the Call Charges for that Call;
 - 5.4.6 any charges specified in Item 6 of Schedule C in respect of transit traffic, which charges shall be in lieu of the Call Charges for that traffic;
 - 5.4.7 the ANI Charge (plus GST) for each Call delivered to the Service Operator where ANI is supplied in accordance with an ANI request as described in the PTC Specifications;
 - 5.4.8 any other charges for services other than those described in this Clause 5.4 at the standard charges as set out in The Telecom List of Charges.
- 5.5 The Service Operator shall pay to a Telecom ROC charges (plus GST) for the use by the Service Operator's End Users of standard operator services (such as faults, cable location, maintenance and digit numbering help desk). The charges shall be the charges (if any) set out in The Telecom List of Charges for these services and shall be free of any Call Charges on condition that the Service Operator does not charge the Service Operator's Customers any additional charge to the charge made by the Telecom ROC to the Service Operator in respect of such services.

- 5.6 The Service Operator shall pay to a Telecom ROC charges (plus GST) for use by any person of directory services for those Service Operator's Customer numbers listed in a Telecom Group directory. The charges shall be the charges (if any) set out in The Telecom List of Charges, and shall be free of any Call Charges.
- 5.7 The Service Operator acknowledges that The Telecom List of Charges may be amended at any time by amendment to the authoritative version which is held at the registered office of TCNZ. The amendment shall take effect immediately or such later date as may be specified in the amendment.

6. PAYMENT OF CHARGES

- 6.1 The annual Interconnect Link Charges shall be divided into 12 equal monthly instalments and shall be paid by the Service Operator to the appropriate Telecom ROC monthly in advance PROVIDED THAT subject to Clause 6.7, payments shall be adjusted pro rata on a daily basis to cover any period:
- 6.1.1 from the commencement date of this Agreement set out in Clause 18.1 to the first due date for payment and from the last due date for payment to:
- 6.1.1.1 the date of termination of the Agreement; or
- 6.1.1.2 the date of Partial Termination of the Agreement, insofar as it relates to that Telecom ROC;
- 6.1.2 from the date of commissioning of any additional Interconnect Link agreed between the Service Operator and Telecom pursuant to this Agreement.
- 6.2 All amounts due and payable by the Service Operator under this Agreement shall be due and payable on demand but shall accrue from the date the relevant service was provided.
- 6.3 All charges and other amounts payable by the Service Operator under this Agreement (including any amount which the Service Operator disputes or intends to dispute pursuant to Clause 6.4) shall be paid by the Service Operator to the Telecom ROC in respect of which the charges and other amounts are payable, at the place or to a bank account nominated by that Telecom ROC, all payments to be in New Zealand dollars and free of any deductions set off or withholding on account of any amount.
- 6.4 If the Service Operator has a dispute in respect of a bona fide bill issued by a Telecom ROC, the Service Operator shall no later than 6 months after the date of the bill which the Service Operator disputes, serve notice on that Telecom ROC setting out details of the disputed amount and its bona fide grounds for the dispute. Notwithstanding anything in Clause 30, the Telecom ROC and the Service Operator will use their best efforts to promptly settle any dispute. Failing resolution the dispute shall be referred to a committee comprising equal numbers of representatives from Telecom and the Service Operator, which committee shall use its best efforts to resolve the dispute in accordance with procedures to be agreed between the parties. If the committee fails to resolve the dispute within 1 month of the date of the Service Operator's notice setting out details of the dispute, the dispute shall be referred to arbitration in accordance with Clause 30.2. If the dispute is resolved in favour of the Service Operator then the Telecom ROC will pay to the Service Operator:
- 6.4.1 the disputed amount, or so much thereof as the resolution of the dispute dictates should be refunded;
- 6.4.2 interest at [rate to be agreed] on the amount referred to in Clause 6.4.1 for the period from the date on which the amount refunded was paid to the Telecom ROC by the Service Operator until the date of payment of the refund.
- All disputes under this Clause 6.4 must be bona fide disputes for which the Service Operator has reasonable cause to believe, that there has been a billing error. In no case shall the aggregate amount disputed in a monthly bill from a Telecom ROC be less than 5 percent of the amount of that bill.
- 6.5 Nothing in this Agreement or in the terms of any invoice or statement shall prejudice each Telecom ROC's right to charge the Service Operator for any Telecom ROC's Network Service the charges for which should have been included within earlier invoices or statements but which were inadvertently omitted. This right shall be limited to a period of 6 months from the date of the provision of the relevant Telecom ROC's Network Service after which no charge may be made for that Telecom ROC's Network Service.
- 6.6 Where any amount due from the Service Operator to a Telecom ROC under this Agreement remains unpaid for 1 month or more following the date on which it is due, then, without prejudice to any of the Telecom ROC's rights of suspension of that Telecom ROC's Network Service or the rights of termination of this Agreement, the Service Operator shall be liable to pay to that Telecom ROC interest on that amount at the rate of 5 percent per annum above the Bank of New Zealand base lending rate on the due date of payment such interest to be charged from the due date.
- 6.7 Where the Service Operator fails to pay any charges to a Telecom ROC under this Agreement within 1 month from the date upon which payment is due, that Telecom ROC, may, without terminating this Agreement, suspend the provision of all or any part of that Telecom ROC's Network Service at any time. The acceptance by a Telecom ROC of any payment later than 1 month after the due date for payment, or the continued provision of that Telecom ROC's Network Service after that Telecom ROC has notice of the Service Operator's failure to pay charges within 1 month of the date of their becoming due, shall not constitute a waiver of that Telecom ROC's rights under this Clause 6.6.
- 6.8 The Service Operator shall continue to be liable to pay for any charges incurred between the time of suspension or termination of a Telecom ROC's Network Service and the actual discontinuance of that Telecom ROC's Network Service.

7. CHARGING OF SERVICE OPERATOR'S CUSTOMERS

- 7.1 The Service Operator shall be responsible for all charging of the Service Operator's Customers.

8. ACCESS CODE

- 8.1 The Service Operator shall have no title or interest in any Access Code or listing associated with a Telecom ROC's Network Service.
- 8.2 Subject to Clauses 8.3 and 8.4, Telecom may not change an Access Code without first obtaining the prior written consent of the Service Operator to the change, such consent not to be unreasonably withheld.
- 8.3 The Service Operator acknowledges that a Telecom ROC may, without the prior written consent of the Service Operator, change the form into which an Access Code is translated within that Telecom ROC's Network, where such translation of the

Access Code does not affect the Service Operator's End User's use of the Access Code to prefix Calls intended for delivery to the Service Operator's Network.

- 8.4 The Service Operator acknowledges that Telecom may change an Access Code without the prior written consent of the Service Operator where Telecom is required to do so to comply with a change in the CCITT numbering plan.
- 8.5 Neither TCNZ nor any Telecom ROC shall be liable for any costs of the Service Operator which arise directly or indirectly from any change in, deletion or addition of an Access Code.
- 8.6 Subject to agreement on the charges to be made to the Service Operator for the feature, each Telecom ROC will provide to the Service Operator non-code access when:
- 8.6.1 Telecom Group has introduced its intelligent network system and has received reasonable notice from the Service Operator to make available the non-code access feature of that system; or
- 8.6.2 any one service operator providing services similar to the Service Operator's Network Service (other than any member of Telecom Group) has achieved 9 percent national toll market share or all service operators providing services similar to the Service Operator's Network Service (other than any member of Telecom Group) have achieved an aggregate 13 percent national toll market share and the Principal ROC has received reasonable notice from the Service Operator to introduce non-code access.
- National toll market share will be calculated by reference to an agreed formula. The parties will thereafter make such amendments to this Agreement as are necessary to reflect the changes in access procedures.
- 8.7 Any notice from the Service Operator under Clauses 8.6.1 or 8.6.2 may request that non-code access be made available on a Point of Interconnection by Point of Interconnection basis, or at all Points of Interconnection at one time.

9. TELECOM ROC LIABILITY

- 9.1 Except as provided in Clauses 9.2 to 9.4 (inclusive), under no circumstances will TCNZ, a Telecom ROC or Telecom Group, or their officers, employees, contractors or agents, be liable in contract, tort, or otherwise to compensate the Service Operator for any loss, injury, or damage arising directly or indirectly from:
- 9.1.1 any act, omission, error, default or delay of TCNZ, that Telecom ROC or Telecom Group or their officers, employees, contractors or agents; or
- 9.1.2 any act, omission, error, default or delay in respect of the provision, use or termination of that Telecom ROC's Network Service or any Other ROC's Network Service; or
- 9.1.3 the failure by TCNZ, that Telecom ROC or Telecom Group or their officers, employees, contractors or agents to Connect that Telecom ROC's Network or any Other ROC's Network to the Service Operator's Network or to make available or provide that Telecom ROC's Network Service or any Other ROC's Network Service; or
- 9.1.4 any failure of that Telecom ROC's Network Service or any Other ROC's Network Service; or
- 9.1.5 any failure of anything provided as part of, or in association with that Telecom ROC's Network Service or any Other ROC's Network Service; or
- 9.1.6 any interception, distortion or interruption of any communication or attempted communication (including but not limited to any Chargeable Call or Call) using Telecom ROC's Network Service or any Other ROC's Network Service; or
- 9.1.7 any act or omission of any customer of TCNZ, that Telecom ROC or Telecom Group and any other third party for whom TCNZ, that Telecom ROC or Telecom Group is not responsible; whether the loss, injury or damage is the direct or indirect result of negligence or otherwise.
- 9.2 [Penalty for delayed commissioning—policy to be finalised.]
- 9.3 Notwithstanding Clause 9.1, but subject to all other provisions in Clause 9, a Telecom ROC does not by this Agreement exclude liability for physical damage to the property of the Service Operator occurring in the course of the provision, operation, servicing or termination of that Telecom ROC's Network Service that is a direct consequence of the sole negligence of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents.
- 9.4 Notwithstanding Clause 9.1, but subject to all other provisions of this Clause 9 where there is a total failure of a Telecom ROC's Network Service for any reason for more than 24 consecutive hours after notice by the Service Operator of the failure to that Telecom ROC, and the failure or continuation of the failure is not in any way directly or indirectly caused by the Service Operator or any person for whom the Service Operator is responsible, that Telecom ROC will, on request by the Service Operator made within 30 days after remedy of the failure, or within 30 days of termination of this Agreement or within 30 days of Partial Termination of this Agreement insofar as it relates to that Telecom ROC, (whichever is the sooner), refund to the Service Operator an amount (calculated by the formula set out below) for each period of 24 hours (or part of such period) by which the failure continues after 24 consecutive hours after the time of the Service Operator's notice mentioned above:

$$\frac{1}{360} \times a$$

where *a* is the annual Interconnect Link Charges (applicable at the time of the commencement of such failure) payable by the Service Operator to that Telecom ROC.

- 9.5 Under no circumstances will a Telecom ROC be liable under Clause 9.4 where the total failure of that Telecom ROC's Network Service arose because of:
- 9.5.1 the making of changes to that Telecom ROC's Network in accordance with Clause 16;
- 9.5.2 scheduled testing, repair or maintenance of that Telecom ROC's Network of which that Telecom ROC has given the Service Operator reasonable notice;
- 9.5.3 unscheduled testing, repair or maintenance of that Telecom ROC's Network, where the necessity for testing, repair or maintenance arises as a result of the act or omission of any person other than the Service Operator or Telecom Group;

- 9.5.4 testing, repair or maintenance of the Service Operator's Network;
- 9.5.5 the distortion of normal traffic patterns in that Telecom ROC's Network;
- 9.5.6 Force Majeure.
- 9.6 In any event, under no circumstances will TCNZ, a Telecom ROC or Telecom Group or their officers, employees, contractors or agents be liable to the Service Operator in contract, tort (including negligence) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss whatever notwithstanding that TCNZ, that Telecom ROC or Telecom Group or their officers, employees, contractors or agents have been advised of the likelihood of such losses PROVIDED THAT nothing in this clause shall limit the Service Operator's entitlement to a refund of charges under Clause 9.4 in circumstances where such a refund is applicable.
- 9.7 If for any reason TCNZ, a Telecom ROC and/or Telecom Group and/or their officers, employees, contractors and/or agents are liable to the Service Operator in contract, tort, or otherwise, the combined maximum liability of TCNZ, that Telecom ROC and Telecom Group and their officers, employees, contractors and agents to the Service Operator shall be NZ\$50,000 in respect of any one event or related series of events, with a maximum liability to the Service Operator in any 12 month period of NZ\$100,000, irrespective of the number of events.
- 9.8 Nothing in this Agreement shall be construed to increase the contractual liability of TCNZ or a Telecom ROC in respect of any event beyond that which it otherwise would have had, had TCNZ and each Telecom ROC entered into a separate contract with the Service Operator. Without limiting the foregoing provisions of this Clause 9.8, nothing in this Agreement shall be construed to increase the contractual liability of the Principal ROC in respect of any event beyond that which it otherwise would have had, had it not taken on the role of acting for and on behalf of the Other ROCs as Principal ROC under this Agreement.
- 9.9 Each limitation or exclusion of this Clause 9 and each protection given to TCNZ, a Telecom ROC or Telecom Group or their officers, employees, contractors or agents by any provision of this Clause 9 is to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.
- 9.10 Nothing in this Clause 9 shall limit the right of the Service Operator to enforce this Agreement by seeking an order for specific performance in any Court of competent jurisdiction.
- 9.11 Where any person (including but not limited to any Other ROC or, where applicable, TCNZ or any other member of the Telecom Group) performs from time to time in whole or in part, as agent or contractor of a Telecom ROC or TCNZ, any of the obligations of that Telecom ROC or TCNZ under this Agreement (any such other person in this Clause 9.11 called the "Other Person"), the following provisions shall apply:
- 9.11.1 the performance of any of that Telecom ROC's Network Service or any service incidental to or in connection with any of that Telecom ROC's Network Service by that Other Person shall be consideration for the agreement of the Service Operator that that Other Person shall have the benefit of the rights, exemptions, limitations, defences and immunities of whatsoever nature contained in this Agreement which are applicable to that Telecom ROC or TCNZ (as the case may be) under this Agreement;
- 9.11.2 that Telecom ROC or TCNZ (as the case may be) is or shall be deemed to be contracting for the benefit of the rights, exemptions, liabilities, defences and immunities referred to in Clause 9.11.1 for that Other Person as agent for that Other Person;
- 9.11.3 that Other Person shall be entitled to all benefits, advantages, immunities, limitations or rights enjoyed by that Telecom ROC or TCNZ (as the case may be) under this Agreement and the Service Operator acknowledges that this promise is intended to create an obligation enforceable at the suit of that Other Person, whether by way of defence or otherwise.
- 9.12 The Service Operator shall ensure that each Service Operator's Customer shall, as a condition of obtaining the Service Operator's Network Service, sign an acknowledgment of the limitations of the liability of Telecom Group and its officers, employees, contractors and agents in the form annexed to this Agreement as Schedule G or in such other form as may be from time to time agreed between the Service Operator and the Principal ROC.

10. INDEMNITY BY SERVICE OPERATOR

- 10.1 The Service Operator shall indemnify and save harmless TCNZ, each respective Telecom ROC and Telecom Group from loss, damage, liability, costs or expense which may be suffered or incurred by TCNZ, that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with any actions, proceedings, claims and demands brought by the Service Operator's End Users which relate directly or indirectly to that Telecom ROC's Network Service or any Other ROC's Network Service.
- 10.2 The Service Operator shall indemnify and save harmless TCNZ, each respective Telecom ROC or Telecom Group and their officers, employees, contractors and agents from loss, damage, liability, costs or expense which may be suffered or incurred by TCNZ, that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with:
- 10.2.1 the use or attempted use or misuse (whether intentional or not) of the Service Operator's Network Service by any person (including the Service Operator); or
- 10.2.2 any breach of this Agreement by the Service Operator.
- 10.3 The Service Operator shall indemnify and save harmless TCNZ, each respective Telecom ROC and Telecom Group for any loss, damage, liability, costs or expense whatsoever suffered or incurred by TCNZ, that Telecom ROC and Telecom Group or their officers, employees, contractors or agents arising from or in connection with:
- 10.3.1 anything on the Service Operator's Premises; or
- 10.3.2 the Connection of anything to that Telecom ROC's Network by the Service Operator, its officers, employees, contractors or agents, which Connection does not comply with the provisions of Clause 13;

10.3.3 the Connection of anything to the Service Operator's Network;
and not being equipment supplied or a Connection made by that Telecom ROC or Telecom Group.

10.4 In the event of any breach by the Service Operator of this Agreement, including failure to pay any charge when due, the Service Operator shall pay all costs and expenses reasonably incurred by TCNZ, that Telecom ROC and Telecom Group (including solicitor client costs) in the exercise of any of TCNZ's, that Telecom ROC's or Telecom Group's rights under this Agreement or at law.

11. PROTECTION OF TELECOM ROC'S NETWORK

11.1 Subject to the provisions of this Agreement the Service Operator shall not do or permit to be done or omit or permit the omission of anything in relation to the Service Operator's Network which:

11.1.1 will cause damage to a Telecom ROC's Equipment or a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever; or

11.1.2 will, save as permitted under or pursuant to this Agreement, result in modification of the operation of a Telecom ROC's Equipment or a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever; or

11.1.3 will interfere with the reasonable enjoyment or use of a Telecom ROC's Network Service by that Telecom ROC or any other person, or the reasonable enjoyment or use by any person of any other network of any kind or description whatsoever which is Connected to the Telecom ROC's Network; or

11.1.4 will cause a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever, to be used for any illegal purpose or to annoy any other person.

12. SAFETY

12.1 Each Telecom ROC shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the implementation of this Agreement will not endanger the health or safety of any persons including the Service Operator's employees and the Service Operator's End Users and in particular each respective Telecom ROC shall be responsible for the safe operation of that Telecom ROC's Equipment.

12.2 Without limiting anything in Clause 13, the Service Operator shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the implementation of this Agreement will not endanger the health or safety of any persons including a Telecom ROC's employees and customers and in particular the Service Operator shall be responsible for the safe operation of the Service Operator's Equipment.

13. STANDARDS

13.1 The Service Operator shall not Connect at a Service Delivery Point anything to a Telecom ROC's Network and a Telecom ROC shall not Connect at the Service Delivery Point anything to the Service Operator's Network except in accordance with the PTC Specifications. Each Telecom ROC shall co-operate with the Service Operator in a bona fide manner towards achieving compliance with the PTC Specifications in the Connection of the Service Operator's Network to each Telecom ROC's Network at each Service Delivery Point. The Service Operator and each Telecom ROC shall be responsible for all maintenance, repair and testing of the Service Operator's Network and each Telecom ROC's Network respectively during the term or any renewed term of this Agreement to ensure that they comply at the Service Delivery Points with the PTC Specifications and CCITT recommendations and, in the case of the Service Operator, with the Service Operator's obligations under Clauses 12.2, 13.3, 13.4, 13.7 and 13.8. The Service Operator will certify to the Principal ROC at the beginning of the term of this Agreement that the Service Operator's Network complies with the PTC Specifications. Telecom acknowledges that the Service Operator's qualified communications personnel are competent to certify compliance of the Service Operator's Network with the PTC Specifications.

13.2 Subject to Clauses 13.6 and 17.7, Telecom may (after first consulting with the Service Operator) from time to time amend Schedule E by notice given by the Principal ROC to the Service Operator. Any notice may itemise the amendments or may set out the new Schedule E which shall apply in lieu of the PTC Specifications contained in the previous Schedule E. The amendment shall take effect on the date specified in the notice, or the date three months after the date of the notice, whichever is the later.

13.3 The Service Operator shall use all reasonable endeavours to ensure that the quality of the conveyance of Calls to be accepted from a Telecom ROC's Network and delivered to the recipient of the Call (or to another Service Delivery Point), is maintained between the point of acceptance of the Call from that Telecom ROC and the point of delivery of the Call. Each Telecom ROC shall use all reasonable endeavours to ensure that the quality of the conveyance of Calls to be delivered to the Service Operator's Network (or the recipient of the Call, as the case may be) is maintained between the point of acceptance of the Call from the Service Operator's End User (or the Service Operator's Network, as the case may be), and the point of delivery of the Call to the Service Operator's Network (or the recipient of the Call, as the case may be).

13.4 Where a Call may eventually be transmitted to Telecom's international gateway, the parties shall use their best endeavours to ensure that they comply with:

13.4.1 CCITT recommendations; and

13.4.2 any co-respondent agreements between Telecom Group and overseas networks as notified to the Service Operator by the Principal ROC from time to time.

13.5 The Service Operator will ensure that the numbering system of the Service Operator's Network is compatible with the numbering system of each Telecom ROC's Network. The Principal ROC and the Service Operator will each provide to the other numbering plan information for routing table configuration, and if the Principal ROC determines that it is necessary in connection with emergency 111 services, the Service Operator will provide geographical information relating to the Service Operator's numbering plan. The Service Operator will not:

- 13.5.1 use the prefix number "0900" in connection with the Service Operator's Network Service;
- 13.5.2 use the prefix number "0800" in connection with the Service Operator's Network Service, without the prior written consent of the Principal ROC, such consent to be subject to such conditions as Telecom shall determine including (without limitation), the condition that the Service Operator will not bill the calling party for calls prefixed by an 0800 number.
- 13.6 Notwithstanding anything in Clause 13.2, where a Telecom ROC makes any change to that Telecom ROC's Network in accordance with Clause 16.1, and such change necessitates a new Schedule E to apply in lieu of the existing Schedule E, the Principal ROC shall give notice of such required amendment no later than 3 months prior to the effective date of the change referred to in the notice under Clause 16.1.3 and such amendment shall take effect on the effective date of the change PROVIDED THAT no notice will be required under this Clause 13.6 where the amendment is required as a result of an emergency change to the Telecom ROC's Network under Clause 16.1.
- 13.7 The parties shall comply with the technical requirements set out in Schedule I.
- 13.8 The parties shall use their best endeavours to minimise distortion on Calls crossing a Service Delivery Point. In particular the Service Operator shall ensure a limitation of [to be finalised] QDU on all international Calls in and out of any Point of Interconnection.
- 13.9 The Service Operator and each Telecom ROC shall perform mutual and co-operative testing to the Service Delivery Point and to the Service Operator's Network (in the case of the Service Operator) and that Telecom ROC's Network (in the case of a Telecom ROC) in accordance with the testing procedures set out in Schedule J.
- 13.10 All Calls shall comply in level and frequency with the requirements of PTC 102 Figure 4.

14. TELECOM ROC'S USE OF SERVICE OPERATOR'S PREMISES

- 14.1 The Service Operator shall no later than the times set out in the Service Delivery Point installation timetable agreed between the Service Operator and the Principal ROC, prepare and have available for each respective Telecom ROC:
- 14.1.1 the premises more particularly described in Schedule H specified for that Telecom ROC to accommodate the Service Delivery Points, and such other items of that Telecom ROC's Equipment which are required to be situated on the Service Operator's Premises:
- 14.1.1.1 to enable Connection of the Service Delivery Point to other parts of Telecom ROC's Network; or
- 14.1.1.2 because such items of that Telecom ROC's Equipment must be situated within close proximity of the Service Delivery Point;
- 14.1.2 other services and facilities reasonably required by that Telecom ROC to provide that Telecom ROC's Network Service including:
- 14.1.2.1 all necessary electrical power (including any special mains power, direct current power and earthing arrangements), reticulation, lighting, air conditioning and fire protection equipment;
- 14.1.2.2 all necessary structural work and environmental requirements specified by that Telecom ROC or any governmental authority including but not limited to any radio frequency interference protection apparatus that may be specified by that Telecom ROC;
- 14.1.2.3 all necessary security arrangements.
- The Service Operator's Premises shall in all respects comply with the Principal ROC's reasonable standards for such accommodation.
- 14.2 The Service Operator hereby grants to each respective Telecom ROC a licence for the term and any renewed term of this Agreement to use the Service Operator's Premises provided by the Service Operator for that Telecom ROC from time to time in accordance with this Agreement:
- 14.2.1 to install and keep on the Service Operator's Premises such of that Telecom ROC's Equipment which, in terms of Clause 14.1.1, that Telecom ROC reasonably requires to be installed on the Service Operator's Premises; and
- 14.2.2 carry out that Telecom ROC's other purposes pursuant to this Agreement including but not limited to the removal, repair, modification, maintenance, inspection or testing of that Telecom ROC's Equipment installed and kept on the Service Operator's Premises.
- 14.3 The Service Operator shall not and shall not permit any person other than Persons Authorised by a Telecom ROC to maintain, repair, or interfere with any part of that Telecom ROC's Equipment on the Service Operator's Premises.
- 14.4 The Service Operator shall not cause or permit or suffer to be caused or permitted in the Service Operator's Premises any nuisance or impediment to a Telecom ROC or Persons Authorised by that Telecom ROC in carrying out their purposes under this Agreement.
- 14.5 The Service Operator shall arrange and provide access to the Service Operator's Premises at all reasonable hours or immediately in the case of emergency for Persons Authorised by a Telecom ROC (with or without materials, appliances and things) to install, operate, remove, repair, modify, maintain, inspect or test, any of that Telecom ROC's Equipment situated on the Service Operator's Premises. The Service Operator shall at its own expense obtain such consents and wayleaves as may be required from any third party in respect of access to and use of the Service Operator's Premises by a Telecom ROC and Persons Authorised by that Telecom ROC in terms of this Agreement.
- 14.6 In the event of any part of a Telecom ROC's Equipment on the Service Operator's Premises being lost, stolen, or removed (without authority of that Telecom ROC), wholly destroyed or wholly or partially damaged (other than as a result of fault on the part of that Telecom ROC, fair wear and tear, or inherent defect, or fire, flood, earthquake, or other inevitable catastrophe), the Service Operator shall pay to that Telecom ROC, on demand, the cost to that Telecom ROC of replacement or repair of that Telecom ROC's Equipment.
- 14.7 The Service Operator shall not make or permit to be made any alterations to any part of any Service Operator's Premises that may affect a Telecom ROC's Equipment, without the consent in writing of that Telecom ROC, which consent shall not be unreasonably withheld but which may be conditional upon:

- 14.7.1 the Service Operator taking measures satisfactory to that Telecom ROC to protect that Telecom ROC's Equipment during the course of such alterations;
- 14.7.2 the Service Operator paying any costs of shifting any of that Telecom ROC's Equipment as a result of such alterations.
- 14.8 In the event that for any reason the Service Operator requires a change in location of a Service Delivery Point within the same premises as it is then situated, the Service Operator shall on giving the Principal ROC no less than 3 months' notice of the proposed change in location setting out full details of the new location, provide a suitable alternative area within the premises (together with services and facilities) for the Service Delivery Point which fulfills all of the requirements (in terms of Clause 14.1) of the Telecom ROC which owns the Service Delivery Point. That Telecom ROC's costs of and incidental to such relocation including but not limited to:
- 14.8.1 all costs of disconnection and all costs of removal as described in Clause 5.2; and
- 14.8.2 all costs of installing, testing and making operational Telecom ROC's Equipment in the alternative premises, as described in Clause 5.1; and
- 14.8.3 all costs of any changes to that Telecom ROC's Equipment required as a direct result of such relocation;
- shall be borne by the Service Operator.

15. MONITORING OF FAULTS AND RESPONSIBILITY FOR REMEDY OF FAULT

- 15.1 The Service Operator and each Telecom ROC shall in respect of faults arising in either or both of the Service Operator's Network and that Telecom ROC's Network (affecting the provision of any network service by the other or by any third party) comply with the principles for monitoring and correcting of faults and the principles of priority of repair of faults set out in Schedule F.

16. NETWORK CHANGES

- 16.1 Subject to Clause 16.7, in the event that a Telecom ROC wishes to make any alteration to that Telecom ROC's Network which makes it necessary for changes to be made to the Service Operator's Network, the Principal ROC shall serve on the Service Operator the following notices at the following intervals and times:
- 16.1.1 no later than 12 months prior to the date when the change in that Telecom ROC's Network will take effect, notice setting out in as much detail as practicable the expected changes to that Telecom ROC's Network and the expected date of such changes;
- 16.1.2 no later than 6 months prior to the date when the change in that Telecom ROC's Network will take effect, notice setting out the draft specification of the proposed changes to that Telecom ROC's Network and the proposed date of such changes;
- 16.1.3 no later than 3 months prior to the date when the change in that Telecom ROC's Network will take effect, notice setting out the final specification of the changes to that Telecom ROC's Network and the effective date and time of such changes.

The change shall become effective at any time on or after the date and time mentioned in the notice under Clause 16.1.3. The notice provisions in this Clause 16.1 will not apply where a Telecom ROC is of the reasonable opinion that network changes are required for the protection of that Telecom ROC's Network and that the change is required as a matter of urgency. In such instances, the Principal ROC shall give to the Service Operator as much notice as is possible of the required change, having regard to the urgency of the condition and risks to either network in delaying the change.

- 16.2 After each notice is served on the Service Operator under Clauses 16.1.1 and 16.1.2, the Principal ROC shall liaise with the Service Operator with respect to the expected changes or proposed changes (as the case may be) to enable the Service Operator to familiarise itself with the expected changes or proposed changes (as the case may be) and plan accordingly. No Telecom ROC shall be liable for any costs of the Service Operator which arise directly or indirectly from such a change which takes place after the required notices pursuant to Clause 16.1 have been given to the Service Operator.
- 16.3 The Principal ROC and the Service Operator shall liaise together on the future requirements of the Service Operator for the provision by each Telecom ROC of Service Delivery Points and Interconnect Links to accommodate future traffic demands. In particular the Service Operator will supply to the Principal ROC forecasted traffic volumes (in erlangs), forecasts of grade of service and call holding times, and corresponding trunk forecasts, all such forecasts to cover (as far as possible) the next 3 years. The first such forecasts shall be supplied by the Service Operator to the Principal ROC at the date of commencement of this Agreement and shall be updated annually.
- 16.4 The Service Operator shall serve on the Principal ROC notices of forecasts of its expected requirements in respect of the following:
- 16.4.1 any change in the number or location of Service Delivery Points and the date by which that change is required;
- 16.4.2 any change in the number and location of Interconnect Links and the date by which that change is required.
- The expected requirements set out in the Service Operator's notices of forecasts under this Clause 16.4 are referred to as the "Expected Interconnect Requirements". The notices of forecasts shall be served on the Principal ROC by the Service Operator at the following intervals and times:
- 16.4.3 notice setting out in as much detail as is practicable the Expected Interconnect Requirements (if any) for the next year. The first such notice shall be served on the Principal ROC no later than 6 months after the Commission Date and the subsequent notices shall be served on the Principal ROC on the anniversary of the date that the first notice was served. For avoidance of doubt, any notice given under this Clause 16.4.3 shall be indicative only and shall not be binding on the Service Operator;
- 16.4.4 no later than 6 months prior to the date when the Expected Interconnect Requirements are required, a further notice setting out the Expected Interconnect Requirements and the date when they are required. No later than 1 month after the date of the Service Operator's notice under this Clause 16.4.4, the Principal ROC shall serve notice on the Service Operator setting out details of those of the Expected Interconnect Requirements which the respective Telecom ROCs

have indicated they are prepared to provide on the date set out in the Service Operator's notice. In this Agreement the new interconnect requirements set out in the Principal ROC's notice under this Clause 16.4.4 are referred to as the "New Interconnect Requirements". All costs incurred by any Telecom ROC in providing, installing, testing and making operational the New Interconnect Requirements after the date of the Principal ROC's notice under this Clause 16.4.4 shall be borne by the Service Operator;

- 16.4.5 no later than 3 months prior to the date specified in the Service Operator's notice, notice setting out the final specification of the New Interconnect Requirements, and specifying the time (to within a week) when those New Interconnect Requirements will be required.
- 16.5 Any amendments to this Agreement required on account of a Telecom ROC changing that Telecom ROC's Network to incorporate any New Interconnect Requirements shall be mutually agreed between the Principal ROC and the Service Operator. Any such agreement shall be concluded no later than 1 month prior to the date when the New Interconnect Requirements are required, which date (and the exact time when the New Interconnect Requirements are required) shall be set out in such agreement.
- 16.6 Where any New Interconnect Requirements are agreed between the Principal ROC and the Service Operator pursuant to Clause 16.5, which will result in the removal of any of a Telecom ROC's Equipment from the Service Operator's Premises, that Telecom ROC shall be entitled after reasonable prior notice in writing to the Service Operator to enter the Service Operator's Premises for the purpose of carrying out any necessary disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC all costs of disconnection and costs of removal as described in Clause 5.2 in respect of such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises in that Telecom ROC carrying out any such disconnection works and repossessing that Telecom ROC's Equipment.

17. ASSIGNMENT

- 17.1 Subject to Clause 17.4, the Service Operator may not assign this Agreement or its rights or obligations under this Agreement except with the prior written consent in writing of the Principal ROC which consent shall not be unreasonably withheld, but shall only become effective if:
- 17.1.1 the Service Operator is not at the time of applying for such consent or thereafter in default in the due and punctual observance or performance of the covenants and agreements on the Service Operator's part contained or implied in this Agreement;
- 17.1.2 the Service Operator proves to the satisfaction of the Principal ROC that the incoming assignee is of sound financial standing and has the ability to perform the obligations of the Service Operator under this Agreement, and is a network operator under Section 2A(3) of the Telecommunications Act 1987 (or any statutory amendment or re-enactment thereof);
- 17.1.3 the Service Operator pays to each Telecom ROC all costs incurred by each respective Telecom ROC (whether or not the proposed assignment proceeds to completion) including each respective Telecom ROC's administrative and other expenses and legal costs of and incidental to:
- 17.1.3.1 the giving of consent; and
- 17.1.3.2 the assignment;
- 17.1.4 the Service Operator procures the execution by the incoming assignee of a covenant with each Telecom ROC that the incoming assignee will at all times during the continuance of the term of this Agreement and any renewed term duly pay the charges payable pursuant to this Agreement at the times and in the manner mentioned in this Agreement and observe and perform all the covenants conditions and agreements contained or implied in this Agreement on the part of the Service Operator to be observed and performed but without thereby releasing the Service Operator from the Service Operator's obligations to pay the charges or any other amounts payable contained or implied in this Agreement, and such covenant to contain a like covenant in the event of any subsequent transfer or assignment;
- 17.1.5 in circumstances where the Principal ROC so requests, the Service Operator procures the execution by any holding company of the incoming assignee of a guarantee of the performance of the incoming assignee's obligations under the covenant with each Telecom ROC referred to in Clause 17.1.4;
- 17.1.6 the Service Operator and the incoming assignee comply with the Principal ROC's requirements in relation to the documentation of the intended assignment or transfer.
- 17.2 Any change or re-arrangement in the beneficial ownership of the principal shareholding of the Service Operator or its holding company (if any) or any alteration in the Memorandum and Articles of Association thereof having the effect of altering the effective control of the Service Operator or its holding company (if any) shall be deemed a proposed assignment of this Agreement.
- 17.3 Any attempt at assigning this Agreement other than as authorised hereunder shall be null and void. Subject to the above restrictions on assignment, this Agreement shall enure to the benefit of and be binding upon successors and assigns of the parties hereto.
- 17.4 Notwithstanding anything in this Clause 17, the Service Operator may allow any person the use of the Service Operator's Network Service.

18. COMMENCEMENT AND TERMINATION

- 18.1 Subject to the other provisions of this Clause 18 and Clause 25, all rights, duties and obligations under this Agreement shall have effect and shall for all purposes be deemed to have had effect from the date of commencement of this Agreement which is [] and this Agreement shall continue until the date of the expiry of the 12 month period from the date that the Service Operator serves notice on the Principal ROC that it wishes to terminate this Agreement.

- 18.2 This Agreement may be terminated forthwith by the Principal ROC in the event that:
- 18.2.1 any moneys payable by the Service Operator are in arrears for 1 month after the same shall have become due (whether demanded or not); or
 - 18.2.2 the Service Operator neglects or fails to perform and observe any of the covenants conditions or agreements contained in this Agreement which on the part of the Service Operator are or ought to be performed and such default is continued for 1 month after the date of the Principal ROC's notice to the Service Operator specifying the breach and requesting that the same be observed and performed; or
 - 18.2.3 the Service Operator receives 3 notices from the Principal ROC under Clause 18.2.2 in any 12 month period;
 - 18.2.4 execution is levied against any of the assets of the Service Operator; or
 - 18.2.5 the Service Operator either:
 - 18.2.5.1 goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Principal ROC); or
 - 18.2.5.2 is wound up or dissolved; or
 - 18.2.5.3 enters into a scheme of arrangement with its creditors or any class thereof; or
 - 18.2.5.4 is placed under official management; or
 - 18.2.5.5 a receiver or manager is appointed of any of the assets of the Service Operator or any parent company of the Service Operator; or
 - 18.2.6 where the Service Operator is required by law and has failed within the time specified by the law to obtain and maintain a licence, permit or other form of official authorisation in order to carry on the Service Operator's Network Service, or the Service Operator fails to maintain such licence, permit or other official authorisation;
 - 18.2.7 the Service Operator ceases to be a network operator under Section 2A(3) of the Telecommunications Act 1987 (or any statutory amendment or re-enactment thereof).
- 18.3 In the event of the Government of New Zealand enacting new legislation or regulations governing telecommunications which in the reasonable opinion of the Principal ROC renders or is likely to render either:
- 18.3.1 the operation of this Agreement impractical; or
 - 18.3.2 Telecom or the Service Operator incapable of performing its obligations or a material part thereof under this Agreement;
- the Principal ROC and the Service Operator shall use their best endeavours to negotiate an amendment to this Agreement, which amendment will take account of the legislative and regulatory changes, PROVIDED THAT if the Principal ROC and the Service Operator fail to reach agreement within 30 days of the enactment of the new legislation or regulations, then the Principal ROC may terminate this Agreement.
- 18.4 Upon the termination or Partial Termination of this Agreement or suspension of a Telecom ROC's Network Service in terms of this Agreement, each Telecom ROC (in respect of which this Agreement has been terminated, or in respect of which the Telecom ROC's Network Service has been suspended) shall be entitled after reasonable prior notice in writing to the Service Operator to enter the Service Operator's Premises for the purpose of carrying out any necessary disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC all costs of disconnection and costs of removal as described in Clause 5.2 in respect of such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises.
- 18.5 Subject to Clauses 18.6 and 18.7, termination or Partial Termination of this Agreement shall not operate as a waiver of any breach by a party to this Agreement of any of the provisions of this Agreement and shall be without prejudice to any rights liabilities or obligations of any party which have accrued up to the date of such termination or Partial Termination (as the case may be) and the following provisions of this Agreement shall continue in full force and effect notwithstanding such termination or Partial Termination of this Agreement that is to say Clauses 5, 6, 9, 10, 14.3, 14.4, 14.5, 14.6, 18, 21.4, 21.5, 22, and 26.1 and any other provisions which expressly or by implication are intended to survive termination.
- 18.6 Notwithstanding the termination or Partial Termination of this Agreement, any sums payable by the Service Operator to a Telecom ROC pursuant to this Agreement at the date of termination or Partial Termination (as the case may be) shall be paid in the same manner as if this Agreement had not terminated or partially terminated.
- 18.7 The Partial Termination of this Agreement insofar as it relates to one Telecom ROC shall not affect the continuation of this Agreement insofar as it relates to Other ROCs in respect of which this Agreement has not been terminated, partially terminated or expired.
- 18.8 On termination of this Agreement:
- 18.8.1 the Service Operator shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Principal ROC, which each Telecom ROC or TCNZ has provided to the Service Operator or which the Service Operator has otherwise become aware of or obtained through its participation in the Project;
 - 18.8.2 each respective Telecom ROC and TCNZ shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Service Operator which the Service Operator has provided to that Telecom ROC or TCNZ or which that Telecom ROC or TCNZ has otherwise become aware of or obtained through its participation in the Project.
- On Partial Termination of this Agreement, insofar as it relates to a Telecom ROC:
- 18.8.3 the Service Operator shall return any Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to that Telecom ROC or TCNZ which have been provided by that Telecom ROC or TCNZ to the Service Operator;

18.8.4 that Telecom ROC and TCNZ shall return any Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Service Operator which have been provided by the Service Operator to that Telecom ROC or TCNZ or which that Telecom ROC or TCNZ has otherwise become aware of or obtained through its participation in the Project.

18.9 Unless the Service Operator and the Principal ROC otherwise agree in writing, all Intellectual Property licences granted pursuant to Clause 21 shall be cancelled on termination. In the case of Partial Termination of this Agreement insofar as it relates to a Telecom ROC or TCNZ, the licences granted pursuant to Clause 21 shall continue for the benefit of the remaining parties to the Agreement until its termination.

19. NOTICE

19.1 Any notices required to be served upon a party hereto shall be in writing and shall be deemed to have been received as soon as the same is personally delivered to the address set out below (or such other address as the parties may notify to the other by notice in writing), or two (2) days following the posting of the same by prepaid registered mail to such address or immediately if transmission by facsimile is effected to the facsimile number set out below (or such other facsimile number as the Service Operator may notify to the Principal ROC, or the Principal ROC may notify to the Service Operator (as the case may be) by notice in writing).

Telecom ROC

[Address:

Attention:

Facsimile:]

TCNZ

[Address:

Attention:

Facsimile:]

Service Operator

[Address:

Attention:

Facsimile:]

20. AMENDMENT

20.1 Subject to Clause 13, no variation, modification or waiver of any provisions of this Agreement shall in any event be of any force or effect unless the same is in writing signed by all parties hereto.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 Unless the Service Operator and the Principal ROC otherwise agree in writing:

21.1.1 all Intellectual Property which originates from the Service Operator shall remain in the ownership of the Service Operator;

21.1.2 all Intellectual Property which originates from Telecom Group shall remain in the ownership of Telecom Group;

21.1.3 the ownership of any Intellectual Property developed by any Telecom ROC or by the Service Operator (as the case may be) shall remain in the party which developed the same PROVIDED ALWAYS that in consideration of this Agreement the other party (including all other members of Telecom Group, where a Telecom ROC is the other party) shall have a non-exclusive royalty free licence to use such Intellectual Property which has been developed for the purposes of the Project for the implementation of the Project until such time as this Agreement is terminated.

21.2 Nothing in this Agreement shall confer or be deemed to confer on the Service Operator any rights or interests in or licences to use or to permit or cause use to be made of the Intellectual Property of Telecom Group, except as expressly provided in this Clause 21.

21.3 The Service Operator shall grant, or procure for each Telecom ROC, at no cost to that Telecom ROC, all Intellectual Property licences which are required by that Telecom ROC to enable it to perform its obligations under this Agreement.

21.4 The Service Operator shall indemnify and save each Telecom ROC and Telecom Group harmless from all loss, damage, liability, costs or expense (including legal fees on a solicitor and own client basis) which may be suffered or incurred by that Telecom ROC or Telecom Group, or their officers, employees, contractors, agents or customers arising from or in connection with any actions, proceedings, costs, claims and demands in respect of any alleged infringement by that Telecom ROC or Telecom Group of the Intellectual Property rights in New Zealand of a third party arising from the use by that Telecom ROC or Telecom Group of any Intellectual Property furnished or licensed by or in respect of which a licence has been procured by the Service Operator pursuant to this Agreement.

21.5 The Service Operator shall render all reasonable assistance to and shall co-operate with any Telecom ROC or Telecom Group for the purpose of defending or otherwise in connection with any actions, proceedings, costs, claims and demands in respect of any such alleged infringement which are brought against a Telecom ROC or Telecom Group or their officers, employees, contractors, agents or customers. The Principal ROC shall notify the Service Operator as soon as practicably possible after the date on which any such actions, proceedings, costs, claims or demands become known to the Principal ROC and shall provide such assistance and co-operation to the Service Operator, at the Service Operator's expense, as is reasonably requested by the Service Operator.

22. CONFIDENTIAL INFORMATION

- 22.1 For the purposes of this Clause 22, the party supplying Confidential Information shall be called "the Supplying Party", and the party receiving Confidential Information shall be called "the Receiving Party" and either expression, where referring to a Telecom ROC, shall include all other members of Telecom Group.
- 22.2 Subject to Clause 22.3, the Receiving Party undertakes in respect of Confidential Information received from the Supplying Party or of which the Receiving Party otherwise becomes aware through its participation in the Project:
- 22.2.1 that it has procedures adequate to protect the Confidential Information;
- 22.2.2 to hold in confidence the Confidential Information of which it becomes aware by whatever means except where the Supplying Party approves in writing the release of the Confidential Information by the Receiving Party;
- 22.2.3 that neither it nor any of its officers, employees, contractors or agents will disclose or cause or permit to be disclosed without the prior written consent of the Supplying Party the Confidential Information or any part thereof to any person or persons other than to professional advisers to the Receiving Party or those officers or employees of the Receiving Party directly concerned in the Project, such disclosure to be limited to Confidential Information necessary for implementation of the Project, and that the Receiving Party will advise the Supplying Party from time to time on request of those professional advisers, officers and employees of the Receiving Party or any other person or persons who are or may be recipients of Confidential Information;
- 22.2.4 not to make use of or cause or permit use to be made of the Confidential Information or any part thereof in any manner whatsoever other than as necessary for the implementation of the Project;
- 22.2.5 to enter into such other agreements as the Supplying Party may reasonably require regarding any part of the Confidential Information which is disclosed by the Supplying Party under licence from a third party;
- 22.2.6 at the Supplying Party's request, to cause each officer and employee of the Receiving Party and any other person or persons to whom the Confidential Information is disclosed in accordance with Clause 22.2.3 to provide a written undertaking to the Supplying Party, in terms acceptable to the Supplying Party, to preserve in confidence the Confidential Information.
- 22.3 Nothing in this Clause 22 applies to:
- 22.3.1 information which is independently developed by the Receiving Party outside the scope of this Agreement; or
- 22.3.2 other confidential information rightfully obtained by the Receiving Party from third parties; or
- 22.3.3 information which was in the public domain at the time of receipt; or
- 22.3.4 information which was known to the Receiving Party, at the time of receipt or becomes publicly available after the execution of this Agreement otherwise than as a result of a breach of an obligation of confidence; or
- 22.3.5 information required to be released by law.
- 22.4 Any Confidential Information which is provided by the Supplying Party to the Receiving Party in connection with the Project is provided on a gratuitous basis only, for the benefit of the Receiving Party, and the Receiving Party expressly acknowledges that no warranty is given by the Supplying Party that any Confidential Information to be provided to the Receiving Party is or will be correct.
- 22.5 The parties acknowledge that breach by either of them of any of the provisions of this Clause 22 may cause the other (and any third party which has given such other party a licence to use or disclose any Confidential Information for the purposes of this Agreement) irreparable damage for which monetary damages would not be an adequate remedy. Accordingly either party may seek and obtain injunctive relief against the breach or threatened breach of this Clause 22 in addition to any other remedies that may be available.
- 22.6 Notwithstanding anything in this Clause 22, TCNZ and each Telecom ROC acknowledge that the Service Operator's usage information and traffic volumes comprise commercially sensitive information. Each Telecom ROC and TCNZ shall ensure that to the extent that Telecom Group is able to monitor and track such usage information and traffic volumes, such information and traffic volumes shall not be disclosed to any commercial or marketing personnel within the Telecom Group (unless appropriate confidentiality assurances in favour of the Service Operator have been obtained) or to any third party.
- 22.7 The Receiving Party hereby agrees to indemnify and hold the Supplying Party harmless from all loss, damage, liability, costs or expense (including legal fees on a solicitor and own client basis) which may be suffered or incurred by the Supplying Party directly or indirectly resulting from a breach by the Receiving Party of any of the provisions of this Clause 22.
- 22.8 Subject to Clause 22.3 the parties agree that no party shall:
- 22.8.1 issue or make any public announcement or statement regarding this Agreement or any matter concerned with or arising out of this Agreement;
- 22.8.2 disclose this Agreement to any other person (except in the case of Telecom, to Telecom Group, and in the case of all parties, to their respective professional advisors);
- without the prior written consent of the other parties. Any party may refuse such consent without assigning any reasons for such refusal.

23. OWNERSHIP

- 23.1 This Agreement passes no title or interest in a Telecom ROC's Network Service or a Telecom ROC's Network to the Service Operator.
- 23.2 This Agreement passes no title or interest in Service Operator's Network Service or the Service Operator's Network to a Telecom ROC or TCNZ.

24. OPERATIONAL LIAISON

- 24.1 The Service Operator and the Principal ROC shall participate in on-going consultation with respect to operation of this Agreement and apply their best endeavours to resolve any problems arising from such consultation or otherwise encountered in relation to this Agreement and in particular but without limiting the generality of the foregoing shall liaise on the following:
- 24.1.1 initial problems arising from the Connection of the Service Operator's Network and each respective Telecom ROC's Network for the period of 3 months from the later of the Commission Date and the Delayed Commission Date for that Telecom ROC, as the case may be;
 - 24.1.2 the technical standards of telecommunication equipment of any third party service operator which is Connected to or intended to be Connected to the Service Operator's Network;
 - 24.1.3 software and hardware changes proposed for the Service Operator's Equipment. In particular the Service Operator shall give notice to the Principal ROC of any change in the software generic and issue/version number installed in the Service Operator's Network.
- 24.2 Telecom and the Service Operator shall co-operate to eliminate:
- 24.2.1 fraudulent use of the Service Operator's Network Service by the Service Operator's End Users and Service Operator's Customers;
 - 24.2.2 fraudulent use of any network service provided by Telecom Group to customers and end users of Telecom Group; insofar as such fraudulent use has arisen as a result of the Connection of each Telecom ROC's Network to the Service Operator's Network and the provision of each Telecom ROC's Network Service to the Service Operator under this Agreement.

25. FORCE MAJEURE

- 25.1 Notwithstanding any other provisions of this Agreement but subject to the other provisions of this clause, if the Service Operator or a Telecom ROC fails to observe or perform any of the covenants conditions and agreements imposed upon it under this Agreement, and such failure shall have been occasioned by or in connection with or in consequence of Force Majeure such failure shall be deemed not to be a breach of such covenants conditions and agreements.
- 25.2 For the purposes of this Agreement, "Force Majeure" event means any act of God or act of nature, strike, lockout, work stoppage or other labour hindrance, confiscation or expropriation, embargo, public mains electrical supply failure, fire, flood, storm, explosion, nuclear accident, sabotage, revolution, riot, act of war whether declared or not, warlike operations, requirement or restriction of governmental authorities (but not including the events referred to in Clause 18.3), earthquake, slide, epidemic, quarantine restriction, or any other cause beyond the reasonable control of the Service Operator or a Telecom ROC, as the case may be, which prevents, hinders or interferes with the performance by the Service Operator or that Telecom ROC (as the case may be) of their obligations under this Agreement.
- 25.3 Neither the Service Operator nor a Telecom ROC shall be entitled to the benefit of the provisions of Clause 25.1 under any or all of the following circumstances:
- 25.3.1 to the extent that the failure was caused by the contributory negligence of the Service Operator or that Telecom ROC (as the case may be) claiming suspension; or
 - 25.3.2 to the extent that the failure was caused by the Service Operator or that Telecom ROC (as the case may be) claiming suspension and such party has failed to remedy the event, and to resume the performance of such covenants or obligations, with reasonable dispatch; or
 - 25.3.3 if the failure was caused by lack of funds; or
 - 25.3.4 unless as soon as possible after the happening of the event relied upon or as soon as possible after determining that the event was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants conditions and agreements, the Service Operator or that Telecom ROC (as the case may be) claiming suspension shall have given the Principal ROC (in the case of the Service Operator) or the Service Operator (in the case of that Telecom ROC) notice to the effect that it is unable by reason of Force Majeure (the nature whereof shall be therein specified) to perform the particular covenants and obligations.
- 25.4 The party claiming suspension shall likewise give notice as soon as possible after the Force Majeure shall have been remedied, to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of such covenants conditions and agreements.
- 25.5 Notwithstanding anything to the contrary in this Clause 25 expressed or implied, the parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof at such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefit of Clause 25.1 hereof.
- 25.6 The Service Operator shall have the right to terminate this Agreement upon 60 days' prior notice served on the Principal ROC if the Service Operator is unable to observe or perform any of its obligations under this Agreement due to any Force Majeure and such inability continues for a continuous period of 6 months PROVIDED THAT the Service Operator shall not be entitled to give such termination notice unless and until the Service Operator has negotiated or endeavoured to negotiate in good faith with the Principal ROC to remedy the Force Majeure relied upon or to amend the terms of this Agreement to enable this Agreement to remain in full force and effect notwithstanding such inability to observe or perform as aforesaid. A Principal ROC shall have the right to terminate this Agreement as far as it relates to a Telecom ROC upon 60 days' prior notice served on the Service Operator, if that Telecom ROC is unable to observe or perform any of its obligations under this Agreement due to any Force Majeure and such inability continues for a continuous period of 6 months PROVIDED THAT the Principal ROC shall not be entitled to give such termination notice unless and until the Principal ROC has negotiated or endeavoured to negotiate in good faith with the Service Operator to remedy the Force Majeure relied upon or to amend the terms of this Agreement to enable this Agreement to remain in full force and effect notwithstanding such inability to observe or perform as aforesaid.
- 25.7 In the event of Partial Termination of this Agreement insofar as it relates to a Telecom ROC under Clause 25.6, this Agreement shall forthwith be construed as if the reference to the Telecom ROC specified in the Service Operator's notice

under Clause 25.6 has been deleted from Item 1 of Schedule A. Where the Telecom ROC specified in the Service Operator's notice under Clause 25.6 is the Principal ROC, the Other ROCs shall forthwith after such Partial Termination appoint a new Principal ROC.

26. SCOPE OF AGREEMENT

26.1 For the avoidance of doubt this Agreement is intended to apply only to the Connection of the Service Operator's Network and each Telecom ROC's Network and to related matters and shall not be construed as conferring benefits on any third parties (including but not limited to the Service Operator's Customers or the Service Operator's End Users) except to the extent that the Agreement expressly confers specific rights, benefits and protections on:

26.1.1 Telecom Group and its officers, employees, contractors and agents;

26.1.2 the officers, employees, contractors and agents of the parties.

26.2 A Telecom ROC has no responsibility—

26.2.1 to convey Calls or Chargeable Calls to other networks if it does not have an agreement to do so with the operator of the network in question; or

26.2.2 for any Call once it is handed over to the Service Operator's Network.

27. NO PARTNERSHIP

27.1 The parties hereto declare that it is not the intention of any of them to enter into a joint venture with each other hereby and nothing herein shall be deemed to constitute a partnership between the parties hereto. The parties also declare it is not the intention to constitute the Service Operator the agent of a Telecom ROC or TCNZ for any purpose whatsoever or to constitute a Telecom ROC or TCNZ the agent for the Service Operator.

28. NON-WAIVER

28.1 If any party fails to perform any term of this Agreement and the other party does not then enforce that term, the failure to enforce on that one occasion shall not prevent enforcement unless waived and shall not prevent enforcement of that term on any other occasion.

29. SEVERABILITY

29.1 If any provision of this Agreement shall be considered to be invalid under any applicable statute or rule of law it shall be deemed to be omitted only to the extent that the same shall be in violation of such statute or rule of law and shall be enforced to the maximum extent possible. In addition, the invalidity of any particular provision shall not in any way affect the validity of any other provision.

30. ARBITRATION

30.1 If any dispute arises between the parties to this Agreement touching the construction, meaning or effect of this Agreement or the rights and liabilities of the parties to this Agreement, the parties shall meet to discuss the matter in dispute and shall negotiate in good faith to resolve the matter without recourse to arbitration.

30.2 If any such dispute has not been resolved between the parties within 7 days after the date on which the party claiming in such dispute gave notice to the other party, then, unless otherwise specifically agreed to in writing between the parties, such dispute shall be referred to arbitration by two arbitrators in New Zealand, one to be appointed by the Service Operator and one by the Principal ROC and in the event of the arbitrators differing, to an umpire who shall have been appointed by the two arbitrators before they enter upon their deliberations. Such arbitration shall be conducted in all respects in accordance with the provisions of the Arbitration Act 1908.

31. GOVERNING LAW

31.1 The Agreement is made in New Zealand and shall be governed in all respects by and construed in accordance with the laws of New Zealand.

32. ENTIRE AGREEMENT

32.1 This Agreement contains the entire final understanding of the parties with respect to the subject matter expressly referred to in this Agreement and with respect to such subject matter, this Agreement shall prevail over all previous agreements, understandings or commitments between the parties or representations made by either party whether oral or written, and shall not be modified except in accordance with Clauses 13 and 20.

SCHEDULE C

REFERENCE SCHEDULE

ITEM 1—TELECOM ROC'S NETWORK SERVICE (Clause 1.49)

[Example shown below]

(a) Telecom [Auckland]

"Telecom ROC's Network Service" in relation to Telecom [Auckland] means the following telecommunication services:

1.1 delivery of or, in those cases where a free Link is not available in the Service Operator's Network, the offer of delivery of Calls (which are originated in Telecom [Auckland's] Telecom ROC's Network (or which are delivered to Telecom [Auckland's] Telecom ROC's Network from another network referred to in Item 6 of this Schedule) and which are preceded by the Access Code) to the appropriate Service Delivery Point having regard to the Principle of Call Hand-over;

1.2 provision for each Call delivered to the Service Operator's Network pursuant to Clause 1.1 of Item 1(a) of this Schedule, of details of the called Telecom national number in the format defined in PTC 301, or the number which the Service Operator's End User has dialled;

- 1.3 provision on request by the Service Operator for each Call delivered to the Service Operator's Network pursuant to Clause 1.1 of Item 1(a) of this Schedule, of the calling number identification information in the format defined in PTC 301 (but not including any billing name and address), wherever this is available as part of normal automatic number identification service for the Telecom ROC's Telephone Exchange in the Point of Interconnection, which is Connected to the Service Delivery Point where such Call is delivered;
- 1.4 where the Telecom ROC's Telephone Exchange in the Point of Interconnection where the Calls are delivered pursuant to Clause 1.1 of Item 1(a) of this Schedule, operates on operator number identification, provision on multi-frequency compelled request by the Service Operator, for Calls delivered to the Service Operator without an A number, of a partial A number (toll groups, and where available, office codes);
- 1.5 provision of appropriate line signals and information signals (other than those referred to Clauses 1.2, 1.3 and 1.4 of Item 1(a) of this Schedule) as defined in PTC 301 for each Call delivered pursuant to Clause 1.1 of Item 1(a) of this Schedule;
- 1.6 where the Service Operator's Network is unable to accept a Call offered to be delivered pursuant to Clause 1.1 of Item 1(a) of this Schedule, the provision by Telecom [Auckland] of advice to the Service Operator's End User who has originated that Call of that fact by way of a recorded message, the contents of which message shall be agreed between the Service Operator and the Principal ROC;
- 1.7 acceptance of and Connection to the appropriate called number of:
- 1.7.1 all Calls delivered to Telecom [Auckland's] Telecom ROC's Network from the Service Operator's Network for which a Telecom national number is provided in the format defined in PTC 301 and delivery or offer of delivery of such Call to the destination designated by the Telecom national number;
- 1.7.2 all Calls delivered to Telecom [Auckland's] Telecom ROC's Network from the Service Operator's Network for which the Telecom international number is provided in the format defined in [] and delivery or offer of delivery of such Call to the destination designated by the Telecom international number;
- 1.8 provision of standard operator services such as 120 fault service, 124 cable location and 0155 7 digit numbering help desk for use by Service Operator's End Users;
- 1.9 provision of directory services for use by Service Operator's End Users for numbers of Service Operator's Customers listed in Telecom Group directories.

ITEM 2—SERVICE DELIVERY POINTS AS AT COMMISSION DATE (Clause 1.35)

Street address and specific location of each Service Delivery Point to be described for each Telecom ROC.

ITEM 3—INTERCONNECT LINKS AS AT COMMISSION DATE (Clause 1.17)

Numbers, type (i.e. whether one way or two way trunks) and locations of Interconnect Links to be described for each Telecom ROC.

ITEM 4—POINTS OF INTERCONNECTION (Clause 1.29)

Description of each Point of Interconnection for each Telecom ROC by reference to a map showing the area constituting the Points of Interconnection.

ITEM 5—ACCESS CODE (Clause 1.1)

ITEM 6—THIRD PARTY NETWORKS

- 1.1 All international Calls to be delivered to the Service Operator's Network will be transmitted from the international gateway exchanges of Telecom Group situated at [] directly to [] Telecom ROC's Network and will be handed over to the Service Operator's Network at the Service Delivery Point Connected to the Point of Interconnection at []. The charge to the Service Operator for this service will be [].
- 1.2 All Calls from the Telecom Cellular Limited network to be delivered to the Service Operator's Network will be transmitted from the exchange of Telecom Group at [] directly to [] Telecom ROC's Network and will be handed over to the Service Operator's Network at the Service Delivery Point Connected to the Point of Interconnection at []. The charge to the Service Operator for this service will be [].
- 1.3 [Arrangements for Calls from other networks to be specified.]

SCHEDULE D

SERVICE OPERATOR'S NETWORK SERVICE—(Clause 1.41)

SCHEDULE E

PTC SPECIFICATIONS—(Clause 1.33)

This Schedule will need to include relevant clauses from the applicable PTC Specifications.

SCHEDULE F

TESTING PROCEDURES AND PROCEDURES FOR MONITORING AND REMEDY OF FAULTS—(Clauses 13.9 and 15)

SCHEDULE G**LIMITATION OF TELECOM GROUP LIABILITY—(Clause 9.12)**

“1. In this clause:

“Service” means the service and/or access to the network:

- (a) provided by Telecom Group to []; and
- (b) provided to the customer by [] pursuant to the customer contract;

“Telecom Group” means, jointly and severally, Telecom Corporation of New Zealand Limited and each and all of its subsidiaries now and from time to time (within the meaning of section 158 of the Companies Act 1955 or any statutory amendment or re-enactment thereof) and includes any and all of any member of Telecom Group’s officers, employees, contractors and/or agents.

- 2. The customer agrees that Telecom Group shall not be liable on any grounds or basis whatsoever (including but not limited to negligence) to the customer for loss or damage of any kind (including but not limited to loss of profits or other consequential loss) arising directly or indirectly from:
 - (a) failure, malfunction, inaccurate operation or delayed provision of the Service of any kind for any reason whatsoever;
 - (b) any event or cause beyond the control of the Telecom Group;
 - (c) dangerous, incorrect or improper installation, maintenance of, or defect in, equipment provided directly or indirectly by the Telecom Group to [] or to the customer and whether or not a PTC (“Permit to Connect”) label has been affixed to the equipment with the authority of the Telecom Group;
 - (d) the interception, interruption or distortion of any communication to or from the customer by any means or person.
- 3. If for any reason Telecom Group is liable to the customer on any grounds or basis whatsoever, the combined maximum liability of Telecom Group (jointly) shall be \$50,000 in respect of any one event or related series of events with a combined maximum liability in any 12 month period of \$100,000.
- 4. Telecom Group shall be entitled to the benefit of this clause and the customer acknowledges that this provision is intended to create an obligation enforceable at the suit of Telecom Group, whether by way of defence or otherwise.
- 5. This clause shall survive termination of this contract.”

SCHEDULE H**SERVICE OPERATOR’S PREMISES—(Clause 14.1)**

Legal Descriptions including (where appropriate) plan of floor area comprising Service Operator’s Premises licensed to each Telecom ROC.

SCHEDULE I**TECHNICAL REQUIREMENTS—(Clause 13.7)****SCHEDULE J****GUARANTEES****ITEM 1—GUARANTOR—NAMES AND DESCRIPTIONS****ITEM 2—GUARANTEE COVENANTS**

In consideration of Telecom at the request of the Guarantor entering into this Agreement with the Service Operator, the Guarantor covenants and agrees with Telecom that:

- 1.1 the Guarantor guarantees to Telecom that the Guarantor will be with the Service Operator jointly and severally liable to Telecom for the due payment of all moneys to be paid by the Service Operator under this Agreement and the due performance and observance by the Service Operator of all the covenants terms and conditions of this Agreement on the part of the Service Operator to be performed and observed;
- 1.2 the Guarantor will indemnify Telecom and agrees at all times hereafter to keep Telecom indemnified from and against all losses and expenses which Telecom may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of this Agreement on the part of the Service Operator to be performed or observed and the Guarantor agrees that the Guarantor shall remain liable to Telecom under this indemnity notwithstanding that as a consequence of such breach or non-observance Telecom has exercised any of its rights under this Agreement and notwithstanding that the Service Operator may be wound up or dissolved or (being a natural person) may be declared bankrupt or insolvent and notwithstanding that the guarantee given by the Guarantor may for any reason whatsoever be unenforceable either in whole or in part;
- 1.3 on any default or failure by the Service Operator to observe and perform any of the covenants terms and conditions of this Agreement the Guarantor will forthwith on demand by Telecom pay the moneys payable pursuant to this Agreement and make good to Telecom all losses and expenses sustained or incurred by Telecom by reason or in consequence of any such default or failure by the Service Operator in the payment of moneys payable pursuant to this Agreement or in performing or observing any of the covenants terms and conditions of this Agreement without the necessity of any prior demand having been made on the Service Operator;
- 1.4 the liability of the Guarantor under this guarantee and indemnity shall not be affected by the granting of time or any other indulgence to the Service Operator or by the compounding compromise release abandonment waiver variation or renewal of any of the rights of Telecom against the Service Operator or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from this obligation under this guarantee;

- 1.5 notwithstanding that as between the Guarantor and the Service Operator the Guarantor may be a surety only nevertheless as between the Guarantor and Telecom the Guarantor shall be deemed to be a principal debtor jointly and severally with the Service Operator;
- 1.6 to the fullest extent permitted by law the Guarantor hereby waives such of the rights of the Guarantor as surety or indemnifier (legal equitable statutory or otherwise) which may at any time be inconsistent with any of the provisions of this guarantee and indemnity;
- 1.7 the covenants and agreements made or given by the Guarantor shall not be conditional or contingent in any way or dependent upon the validity of enforceability of the covenants and agreements of any other person and shall be and remain binding notwithstanding that any other person shall not have executed or duly executed this Agreement or this guarantee and indemnity;
- 1.8 the obligations of the Guarantor under this guarantee and indemnity shall continue to remain in force until moneys payable pursuant to this Agreement shall have been paid and until all other obligations and indemnities shall have been performed observed and satisfied and such obligations shall not be reduced or affected by any termination of this Agreement or the death insolvency liquidation or dissolution of the Service Operator or the Guarantor or any of them.

SCHEDULE K**CHARGES—(Clause 5)**

(All charges in the Schedule exclude GST)

ITEM 1—INTERCONNECT LINK CHARGES

The Interconnect Link charges set out in The Telecom List of Charges.

ITEM 2—CALL CHARGES

The Call charges set out in The Telecom List of Charges.

ITEM 3—ANI CHARGES

The ANI charges set out in The Telecom List of Charges.

SCHEDULE L**LIST OF SCHEDULES TO THIS AGREEMENT—(Clause 1.34)**

SCHEDULE A—List of Telecom ROCs

SCHEDULE B—Terms and Conditions of Interconnection

SCHEDULE C—Reference Schedule

SCHEDULE D—Service Operator's Network Service

SCHEDULE E—PTC Specifications

SCHEDULE F—Testing Procedures and Procedures for Monitoring and Remedy of Fault

SCHEDULE G—Limitation of Telecom Group Liability

SCHEDULE H—Service Operator's Premises

SCHEDULE I—Technical Requirements

SCHEDULE J—Guarantee

SCHEDULE K—Charges

SCHEDULE L—List of Schedules to this Agreement

9.2 Terms and Conditions for Telecom Subsidiaries

The standard terms and conditions on which interconnection was offered for supply to Telecom subsidiaries at the end for the relevant quarter were the same as those set out in Section 9.1, except that the following clause were not included:

Schedule B, Clauses 1.4, 1.8, 1.9, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16, 1.20, 1.21, 1.22 to 1.26, 1.27, 1.28, 1.29, 1.32, 1.33, 1.42, 1.43, 1.54 to 1.57, 2.1.2, 2.2, 2.4 to 2.8, 3.1.2, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 5.3 and 5.4.3, 5.4.4, 5.4.5 and 5.4.6, 5.4.7, 5.5 and 5.6, 5.7, 6., 7., 8.2 to 8.5, 8.6 and 8.7, 9. and 10., 11., 12., 13., 14., 16., 17.1, 17.2, 18., 21., 22., 24., 24.2, 25., 26.1.1 and 26.1.2, 30. and 31.

Schedule C, Items 1.6, 1.7.2, 1.8, 1.9.

Items 2, 3, 4, and 6.

Schedules E, F, G, H, and J.

Schedule B, Clauses 1.4, 1.7, 1.35 and 3.1.

Schedule C, Item 1.

9.3 Other Networks

The commercial terms and conditions concerning interconnection to networks other than the Public Switched Telephone Network are subject to negotiation. The available technical terms and conditions are listed in Section 10.

SECTION 10
PERMIT TO CONNECT SPECIFICATION

10. PERMIT TO CONNECT SPECIFICATIONS

The following section sets out the list of current Permit to Connect publications and Network advisory documents, and their prices, as at 30 September 1990.

LIST OF PTC AND TNA SPECIFICATIONS AS AT 30 SEPTEMBER 1990

100-SERIES: GENERAL SPECIFICATIONS AND CODES OF PRACTICE

No.	Title	Issue	Price \$
PTC 100	Telecom Permit to Connect: General Conditions	Sep 1987	25
PTC 101	Electrical Safety Requirements for a Telecom Permit to Connect	Sep 1987	25
PTC 102	Telephone Network Interface Requirements	Feb 1988	50
PTC 103	Code of Practice for the Installation of Customer Premises Telecommunications Wiring	Sep 1987	20
PTC 105	Code of Practice for Customer Premises Telecommunications Cabling	June 1988	30
PTC 107	PABX External Port Interface Conditions	Mar 1989	75
PTC 108	PABX Signalling & Supervisory Conditions	Jan 1989	30
PTC 109	PABX Transmission Requirements	May 1989	75
PTC 110	PABX Network Requirements	Draft Aug 1989	50
PTC 111	Datex Service: Network Interface Requirements	Draft July 1989	30
PTC 131	Telecom ISDN: Basic Rate User-Network Interface, Layer 1	Draft Feb 1990	90
PTC 132	Telecom ISDN: Primary Rate User-Network Interface, Layer 1	Draft Feb 1990	50
TNA 133	Telecom ISDN: User-Network Interface, Layer 2	Feb 1990	110
TNA 134	Telecom ISDN: User-Network Interface, Layer 3	Feb 1990	
		(Set of four: \$400)	250
TNA 150	Telephone Network Numbering Changes	May 1990	20

200-SERIES: PRODUCT SPECIFICATIONS

No.	Title	Issue	Price \$
PTC 201	Technical Requirements for Permission to Connect Telex Terminal equipment	Sep 1987	50
PTC 202	Technical Requirements for Permission to Connect Telephone Instruments	Mar 1988	75
PTC 203	Requirements for Customer Premises Wiring Terminating Hardware	Dec 1987	25
PTC 204	Requirements for Customer Premises Three-Pair Cable	Dec 1987	25
PTC 205	Requirements for Line Isolating Units	Dec 1987	25
PTC 207	General Requirements for PABX Equipment	Mar 1989	50
PTC 209	Requirements for Multi-pair Telecommunications Cable	Oct 1988	25
PTC 211	Requirements for Non-Voice Equipment	Draft Dec 1988	75
PTC 212	Requirements for Automatic Answering, Calling and Recording Equipment	Draft Mar 1989	75
PTC 213	Requirements for Pay Telephones	June 1990	50
PTC 251	Technical Requirements for Permission to Connect Radio Paging Receivers	June 1987	30
PTC 252	Mobile Phone Service Specifications for and Requirements for Approval of Mobile Telephone Terminals	Aug 1987	50
PTC 253	Technical Requirements for Trunk Despatch Mobile Service	Draft Aug 1988	100

300-SERIES: NETWORK INTERCONNECT SPECIFICATIONS

No.	Title	Issue	Price \$
PTC 300	General requirements for Network Interconnection	Mar 1989	50
PTC 301	Telephone Network Interconnection	July 1989	75
PTC 301	Supplement No. 1	May 1990	5
PTC 302	Telex and Datex Network Interconnection	Draft Aug 1989	30
PTC 303	Packet Network: X75 Interconnection	Draft April 1989	75

SECTION 11

DISCOUNTS

11. DISCOUNTS

This section sets out the principles applied by Telecom in determining whether or not to allow a discount, the maximum discount available to a customer, and certain information in respect of discounts of 10% or more, for prescribed services provided by the Corporation.

11.1 NATIONAL ACCOUNT SERVICES

Certain customers who meet certain criteria may qualify to receive price consideration (discounts) as part of the National Account customer service.

1. The customer makes not less than \$1 million annual billing for all products and services;
2. There is 10% minimum potential increase in billing in each calendar year (over and above increases in value equal to the percentage increase in the Consumer Price Index for that calendar year) over that of the previous year;
3. There is agreement by the customer to develop and support TCNZ's national sales and service strategy;
4. There is evidence that the customer's senior management accept the mutual benefits of the National Account Service;
5. The customer makes a firm commitment to pay accounts on time, every time;
6. The customer agrees that in the event of a disputed account, only the precise amount in dispute will be withheld;
7. There is agreement by the customer to develop any tenders for communication services with the full knowledge and participation of Telecom;
8. The customer agrees to keep Telecom fully informed of any changes to the customer's policies that might have a material effect on the National Account Service as it relates to the customer;
9. There is a single point of contact for the reporting of faults to be nominated by the customer;
10. There is agreement by the customer to provide a coordinated and centralised decision making process for telecommunication purchases.

Such arrangements are the subject of formal agreements between Telecom and the customers concerned.

National Account customers, as is the case with other Telecom customers, are provided with maintenance services at an appropriate level for their particular network service.

The rebate which may be provided under a National Account agreement in no case exceeds 10% of the whole of the value of the services provided by Telecom to that customer. Rebates are provided 12 months or more in arrears.

The customer if qualifying for the National Account Service would enter into an agreement as follows:

In consideration of being provided with National Account Service and of the benefit such status brings to the customer, the customer agrees with Telecom that it will:

1. Agree to accept National Account Status and work closely with Telecom;
2. Keep Telecom fully informed of any changes to the customer's policies that might have a material effect on the customer's National Account Status;
3. Permit Telecom reasonable access to appropriate personnel and information to facilitate Telecom meeting its obligations to the customer;
4. Commit to holding regular meetings of its senior management with Telecom to ensure effective operation and implementation of the National Account Service;
5. Develop any tenders for telecommunication services with the full knowledge and participation of Telecom;
6. Pay all accounts received from Telecom on time, every time. In the event of a disputed account, the customer shall only withhold payment of the precise amount in dispute;
7. Designate a point of contact for the reporting of faults to Telecom;
8. Provide, as far as is practicable, a coordinated and centralised decision making process for the purchase of Telecom's telecommunication services;
9. Afford to Telecom the status of preferred supplier for all the customer's requirements of telecommunication products and services. In the event Telecom is not in a position to supply such products and services on a timely basis and at a price and quality acceptable to the customer, the customer shall be free to seek alternative sources of supply without putting at risk the customer's National Account status;
10. Use all reasonable endeavours in each calendar year to increase its purchases of Telecom's telecommunication services by a minimum of 10% in value (over and above increases in value equal to the percentage increase in the Consumer Price Index for that calendar year) over that of the previous calendar year provided that this shall not require the customer to purchase Telecom's telecommunication services where Telecom is not in a position to supply such products or services on a timely basis and at a price and quality acceptable to the customer.

The price consideration in respect of entering into an agreement for the provision by Telecom of National Account Service will be a price consideration of less than 10 % on the whole of the services provided by Telecom to that customer.

11.2 INTERNATIONAL SERVICES

Price reductions of 5% and 10% apply to customers establishing digital services for fixed terms of three and five years respectively. In such cases:

- (a) The customer agrees to take a minimum period of either 3 or 5 years;
- (b) The discount is either 5% or 10% as the case may be;
- (c) the standard terms and conditions for this service apply (i.e., no variation)

11.3 OTHER SERVICES

The Corporation's policy in respect of all other prescribed services is that it does not allow discounts.

11.4 MAXIMUM DISCOUNTS

The maximum discount which was allowed by the Corporation as at the end of the quarter was 10% in respect of prescribed services.

11.5 DISCOUNTS OF OR EXCEEDING 10%

A discount of 10 % is offered to customers taking International Private Leased services digital links for 5 years.

11.6 CRITERIA FOR VOLUNTARY WELFARE ORGANISATIONS REQUESTING TELEPHONE CONCESSIONS

Telecom invites applications from organisations of a purely charitable or welfare nature for a reduction of their business tariff rate to the residential tariff rate for telephone services.

In order to qualify for this concession the organisation shall as a minimum meet the following criteria.

1. The organisation has been exempted from liability to pay income tax by the New Zealand Inland Revenue Department because of its charitable purpose and in the course of its activities there shall be no provision for the organisation to distribute money or assets to its members;
2. Any telephone service subscribed for by the organisation shall be used only for its charitable or welfare purposes;
3. If the telephone number is advertised it must only be for the purpose of informing the public about the organisation's charitable or welfare services;
4. The organisation shall not be involved in any commercial or trading activity as its primary function and any such activity shall be incidental to its charitable or welfare purposes;
5. The organisation shall not be, or be under the authority of:
 - a department or branch of central government
 - a regional or local authority (such as a school, hospital or library)

Note:

- a. Upon request from Telecom, the organisation shall supply a statement certifying that the above criteria continue to be met together with supporting information as requested.
- b. If granted by Telecom, the concession will apply for an initial period of one year. It may be terminated at any time if Telecom is not satisfied on reasonable grounds that the above criteria are being met.
- c. The line(s) for which the concession is sought shall be only used for telephone voice transmission, unless the organisation operates one telephone line only and uses it for both voice and fax transmissions.
- d. Data or fax transmissions shall be charged at business rate.

11.7 COMMERCIAL TERMS

In the course of commercial negotiations, principally with network operators, Telecom may agree to terms which could fall within the definition of discount in the regulations. For example, Telecom may agree to price stability arrangements for part or all of the Telecom's network services over certain periods of time. The value of price stability arrangements are not readily quantifiable at the time they are agreed, since they relate to possible price changes which have not yet occurred.

