

- 5 NOV 1992

OSBORNE

The New Zealand
Gazette

OF THURSDAY, 29 OCTOBER 1992

WELLINGTON: FRIDAY, 30 OCTOBER 1992 — ISSUE NO. 175

**TELECOMMUNICATIONS
(DISCLOSURE)
REGULATIONS 1990**

Prescribed Services

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

The information herein describes the prices, terms and conditions of supply relating to prescribed services at the end of the quarter ending on the 30th day of September 1992. 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. The 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 St, P O 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 Ltd, 9th Floor Hewlett-Packard Building, 186–190 Willis St, PO Box 293, Wellington.

Telecom South Limited, Level 7, Telecom House, 109 Hereford St, P O Box 1473 Christchurch.

Detailed information on current national call (toll) charges, incorporating amendments to the charges published at the end of the preceding quarter, may be inspected or purchased at the principal offices of the Corporation at Auckland, Hamilton, Wellington, and 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 Charges are GST EXCLUSIVE unless otherwise stated.

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**SECTION 1
TELEPHONE SERVICES**

1.1 Connection and Installation Charges**1.1.1 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

1.1.2 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.

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 1.1.1 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 progressively upgrade non-standard to standard service for all customers.

STANDARD LINE RENTAL CHARGES

Class of Service	Type of Service	Business Rate (per month)	Residential Rate (per month)
Standard	Individual	\$60.42	\$29.62

NON-STANDARD LINE RENTAL CHARGES

Class of Service	Type of Service	Business Rates (per month)		Residential Rates (per month) (includes B3)
		B1	B2	
Non-standard	Individual	\$91.30	\$67.48	\$29.62
Classes 1-7	Party	\$77.61	\$57.36	\$24.86

Note:

The charges given are a maximum. For party-line customers, 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 four options identified here are available to residential customers only, for the duration of the trial period. Customers who do not choose either option B, C or D will remain on option A.

Option A: No Charge

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 to Otaki or Porirua will be charged at the rate applying to business local calls in those areas where Telecom has introduced local call charging. Calls to other areas, including Wellington and the Hutt Valley, will be charged at the Telecom national call tariffs applicable to the Kapiti area.

Option C: Free Calling to Wellington

A surcharge on line rental of \$10.00 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 tariffs applicable to the Wellington area.

Option D: Reduced Rate to Wellington

A surcharge on line rental of \$5.00 per month. Customers have free local calling in the Paekakariki, Paraparaumu, Waikanae areas, and pay a reduced rate for calls to Wellington. Calls to Wellington are charged at the Step A rather than the Step B national call rate (see section 2.2). Telecom national call tariffs as applicable to the Kapiti area apply to all other national calls.

1.3.3 60 Plus Phone Option

60 Plus Phone Option is an optional telephone service package available to customers 60 years of age and over. The package combines a reduced monthly line rental with a per minute charge for local calls. The following criteria must be met:

- a. The customer taking the package must be the householder at their place of residence.
- b. One package only per customer is allowed.
- c. The telephone must be installed at the customer's permanent place of residence.

Monthly Line Rental

- Line Rental \$17.76

Local Call Charge

- Local call charge per minute \$0.10

Note:

- All other calls, including national, international, telephones connected to the Telecom Cellular Network etc, are charged at normal rates.
- There is no reduction of other charges, such as standard wiring maintenance and telephone instrument rentals.
- The 60 Plus Phone Option will be made available progressively throughout the country. Customers should enquire at their local Telecom ROC Office for availability in their area.

1.3.4 Public Switched Telephone Network (PSTN) Access via Digital Voice Access

Standard telephone services can be provided in conjunction with other dedicated services over a Digital Voice Access. See section 5.13.1 for conditions associated with this option.

- Monthly access charge per PSTN trunk provided over a Digital Voice Access

See section 1.3.1 Business Rate

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 Cross-Bar Exchange Services

These are services available only on Telecom's older electro-mechanical "crossbar" exchanges.

- New connection charge for all services \$40.00

1.8 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 DDI Service is designed for the traffic characteristics typical of calls to PABX extensions.

The maximum number of DDI numbers on any trunk group between a Telecom switch and a customer network is limited to 2,000.

DDI Service is not available to "Network Operators" (within the meaning of that term as set out in the Telecommunications Act 1987) who wish to use the service in connection with the provision of telecommunications services to other persons.

The following charges will be progressively introduced:

- 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.
- Telecom reserves the right to charge a higher price for the service if the average traffic from Telecom's network per DDI number exceeds 0.1 erlangs per DDI number on any specific trunk group.

1.9 "Foreign" Exchange Service (FES)

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

1.9.1 Installation Charges

- Installation charge \$210.00

1.9.2 Line Rental Charges

The monthly rental of a "foreign" exchange line is the local PSTN business line rental applicable to the "foreign" exchange to which the customer is connected:

1.9.3 Monthly Transmission Charges

Transmission charges apply for the leased circuit between the customer's local exchange and the "foreign" exchange. These charges are the same as the charges for a V1 leased circuit.

1.9.4 Call Charges

Calls using a "foreign" exchange connection are charged at the rates applicable to calls from business telephones connected to the "foreign" exchange.

1.10 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.

1.10.1 2Mbit/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 applies to links terminating within a geographic area of 2 km radius from the local exchange.

- Installation charge per 2Mbit/s link \$7,500.00
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 \$500.00
(This is a fixed charge regardless of the quantity and number of links ending at the service delivery point)
- Monthly charge per 2Mbit/s link where local call charging is available \$1333.33
(Each link with a capacity of 30 PSTN lines)
- Monthly charge per 2Mbit/s link where local call charging is not available \$2383.33
(Each link with a capacity of 30 PSTN lines)

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:

- Local and international calls are charged for each minute or part of a minute.
- National calls are charged for each 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.

1.10.2 2Mbit/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.

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 2km 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 \$7500.00

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.

Access Charges for Inter-Exchange Access

These access charges apply where a customer's premises are within a POI.

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

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

Call Charges for Inter-Exchange Access

Local, national and international call charges apply to all calls from customers using 2Mbps access to the PSTN. 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.

1.10.3 2Mbit/s Foreign Exchange Service 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.

1.10.4 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. 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

1.11 Temporary Service

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

1.12 Extraordinary Service Charges

Where the PSTN service requested by the customer has transmission characteristics or other features that are not part of this list of charges, the customer must pay the installation and rental charges that Telecom specifically determines for this particular service. Since charges vary between areas, customers should enquire at their local Telecom ROC office for the charges which apply to their area.

1.13 Centrex Private Switching and Network Service

Centrex Private Switching and Network Service is a Public Switched Telephone Network access option providing customers with PABX-type functions from the Telecom exchange. Centrex Private Switching and Network Service is provided by means of Regular Extensions and Hunting Extensions. Hunting extensions provide a facility to distribute incoming calls over a number of extensions. Extensions are provisioned with a basic package of features in addition to ordinary telephone service functions and are assigned to a Basic Business Group. Currently a BBG can only be comprised of extensions connected to the same exchange situated within the same Telecom Local Calling Area. Additional features are also available.

There are two pricing options available with Centrex Private Switching and Network Service. Centrex Private Switching and Network Service I is intended for customers requiring up to 10 stations. Centrex Private Switching and Network Service II is intended for customers with larger requirements.

Centrex Private Switching and Network Service is not available to "Network Operators" (within the meaning of that term as set out in the Telecommunications Act 1987) who wish to use the service in connection with the provision of telecommunications services to other persons.

The following charges are for Centrex Private Switching and Network Service specific services, and do not include charges for standard telephone services, such as telephone instrument rental.

1.13.1 Connection and Installation Charges

Installation and connection charges for both Regular Extensions and Hunting Extensions are the same for both Centrex Private Switching and Network Service I and II.

New Connection and Intact Conversion Charges

Connection charges apply to all new Centrex Private Switching and Network Service connections. Intact conversion charges also apply when non-Centrex Private Switching and Network Service extensions are converted to Centrex Private Switching and Network Service extensions, or where regular Centrex Private Switching and Network Service extensions are converted to hunting extensions or vice versa.

- Charge for the establishment of a new Basic Business Group \$55.00
- Charge for conversion of an existing PSTN line to Centrex Private Switching and Network Service, and provisioning of the basic feature package \$35.00
- Charge for the connection of a new Centrex Private Switching and Network Service extension and provisioning of the basic feature package \$70.00

Installation Charges

Where work is required at a customer's premises to provide them with Centrex Private Switching and Network Service service, installation charges will be charged in addition to the above connection charges. Installation charges are the same as for ordinary telephone service.

1.13.2 Monthly Access Charges

Charges for Regular and Hunting Centrex Private Switching and Network Service Extensions are the same.

Centrex Private Switching and Network Service I

- Monthly access charge per Centrex Private Switching and Network Service extension \$67.00

Centrex Private Switching and Network Service II

- Monthly access charge per customer site \$300.00
- Monthly access charge per customer extension \$35.00

Note:

- The minimum rental period for the Centrex Private Switching and Network Service II site is 12 months. The number of Centrex Private Switching and Network Service II extensions may be varied by the customer during the contract period.
- A customer site is defined as a physical site or street address.
- Call traffic cannot be concentrated on Centrex Private Switching and Network Service II extensions, for example by connecting PBXs.

1.13.3 Usage Charges

There is no charge for internal Intercom calls between extensions within the same Basic Business Group. Telecom's Local, National and International call charges apply to all calls from Centrex Private Switching and Network Service extensions to the PSTN.

1.14 ISDN Access to PSTN

This provides Integrated Services Digital Network (ISDN) digital access to the PSTN. Accesses may be Basic Rate Access (BRA), (equivalent to two 64 kbit/s voice circuits) or Primary Rate Access (PRA), (equivalent to up to thirty 64 kbit/s voice circuits).

ISDN Primary Rate Access to the PSTN is available for a minimum term of 12 months. No temporary lease is available for this service. The minimum term for a Basic Rate Access is one month.

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

ISDN access is only available from selected exchanges. At present these are: Takapuna, Hamilton, Lower Hutt, Courtenay Place, Wellington Central, Riccarton, Christchurch Central, Hillmorton, Dunedin and Nelson. Further exchanges will be added in response to demand and any queries should be directed to the local Telecom Business Sales Section.

Where Primary Rate Access is required from some other exchange it may be provided as a Foreign Exchange Service. Additional charges apply. Basic Rate Access is not available as a Foreign Exchange Service.

1.14.1 Basic Rate Access

This service uses a 144 kbit/s link to provide access to the local exchange from a customer's premises.

Installation Charges for Basic Rate Access

- Installation charge per BRA \$500.00

Access Charges for Basic Rate Access

- Monthly charge for access to the two 64 kbit/s "B" circuits (channels) \$166.67

Notes:

- A single phone number is provided for both 64 kbit/s circuits.

Call Charges for Basic Rate Access

Local and national call charges apply to all Local and National calls from customers using ISDN local access to the PSTN.

International call charges apply to all international speech and 3.1 kHz audio calls from customers using ISDN local access.

Special charges apply to other international calls (See—International Switched Digital Service).

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.

Alteration and Reconfiguration Charges for Basic Rate 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.

1.14.2 Primary Rate Access

This service uses 2Mbit/s links to provide access to the local exchange from a customer's premises and provides up to 30 64 kbit/s voice accesses—for example, for a Private Automatic Branch Exchange (PABX).

Installation Charges for Primary Rate Access

The installation charge for an access up to 2 km from the local exchange is based on actual costs involved, but will not exceed the maximum charge.

- Maximum charge per access (up to 2 km) \$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.

Access Charges for Primary Rate Access

Access charges for Primary Rate Access are comprised of three components; a charge for the service delivery points, a charge for each link and a charge for each 64 kbit/s circuits(channels) accessed.

- Monthly charge for the service delivery point at a customer's premises \$500.00
(This is a fixed charge regardless of the quantity and number of accesses ending at the service delivery point)
- Monthly charge per Primary Rate Access \$350.00
(Each link with a capacity of 30 circuits)
- Monthly charge per 64 kbit/s circuit (channel) \$38.50

Note:

There is a minimum monthly charge per service delivery point for circuit (channel) access. This minimum charge is \$385.00 (GST exclusive), or the equivalent of 10 circuits.

Call Charges for Primary Rate Access

Local and national call charges apply to all Local and National calls from customers using ISDN local access to the PSTN.

International call charges apply to all International speech and 3.1 kHz audio calls from customers using ISDN local access.

Special charges apply to other international calls (See International Switched Digital Service).

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.

Alteration and Reconfiguration Charges for Primary Rate 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.

1.14.3 Primary Rate Foreign Exchange Service.

Where a customer requests Primary Rate Access from an exchange which does not yet support ISDN services, a connection will be provided to the nearest ISDN capable exchange, Megalink prices will apply to all transmission links required between the two exchanges.

SECTION 2

TELEPHONE CALL CHARGES

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).

2.0 Call Tariffs

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

- 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.

All Telecom Local Calls are charged at the per minute rate for each minute or part of a minute.

RATE PER MINUTE OR PART OF A MINUTE		
CHARGE PERIOD	PEAK Everyday 7 a.m.—10 p.m.	OFF-PEAK Everyday 10 p.m.—7 a.m.
PRICE	3.55 cents	0.44 cents

Notes:

- Emergency calls (dial 111) are not charged for at any time.
- All calls to the Telecom Cellular Network (TCN) are charged at 63 cents per minute at all times.
- All calls to Pagers are charged at 10 cents per call at all times.
- 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:

Direct Dial Calls

Direct dialled Telecom National Calls are charged per second after the first minute. A one minute minimum charge applies to each call.

Other Call Types

All Telecom National Calls that are not Direct Dialled are charged at the per minute rate for each minute or part of a minute.

RATES FOR NATIONAL CALLS (Effective 7 pm, 6 April 1992)								
CHARGING PERIOD								
CHARG- ING STEP	Morning Monday—Friday 8 a.m.—Noon		Afternoon Monday—Friday Noon—6 p.m.		Economy Monday—Friday 6 p.m.—10 p.m. & 7 a.m.—8 a.m.; Sat, Sun and national statutory holidays 7 a.m.—10 p.m.		Night Every Day 10 p.m.—7 a.m.	
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds
A	\$0.06	0.10¢	\$0.05	0.09¢	\$0.04	0.07¢	\$0.02	0.04¢
B	\$0.12	0.20¢	\$0.10	0.17¢	\$0.08	0.14¢	\$0.04	0.07¢
C	\$0.20	0.34¢	\$0.16	0.27¢	\$0.12	0.20¢	\$0.06	0.10¢
D	\$0.31	0.52¢	\$0.25	0.42¢	\$0.19	0.32¢	\$0.09	0.15¢
E & F	\$0.48	0.80¢	\$0.38	0.64¢	\$0.28	0.47¢	\$0.14	0.24¢
G	\$0.64	1.07¢	\$0.49	0.82¢	\$0.37	0.62¢	\$0.18	0.30¢
H	\$0.76	1.27¢	\$0.59	0.99¢	\$0.44	0.74¢	\$0.22	0.37¢
I & J	\$0.94	1.57¢	\$0.73	1.22¢	\$0.54	0.90¢	\$0.27	0.45¢

Notes:

- The per second prices are rounded up to the nearest 0.01 cents for convenience, so the prices actually charged may be slightly less than those shown.

- The price of any call is rounded up to the next whole cent.
- All times are New Zealand local time.
- Local Call rates apply to calls between telephone offices on Great Barrier Island.
- All times are New Zealand local time.
- For charges for calls to and from Ross Island, Antarctica (Scott Base Telephone Service), see section 2.6.

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

2.2.2 Telecom National Call Specials

Telecom may for promotional purposes from time to time reduce the rate per minute or per second for certain national call charging steps, or reduce other national charges, for customers with Telecom Residential and Non-residential contracts.

2.2.3 High-Frequency Island Services

Calls to New Zealand's off-shore 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
- Raoul Island.



Telecom National Call charges

The rates quoted are in cents & include GST.

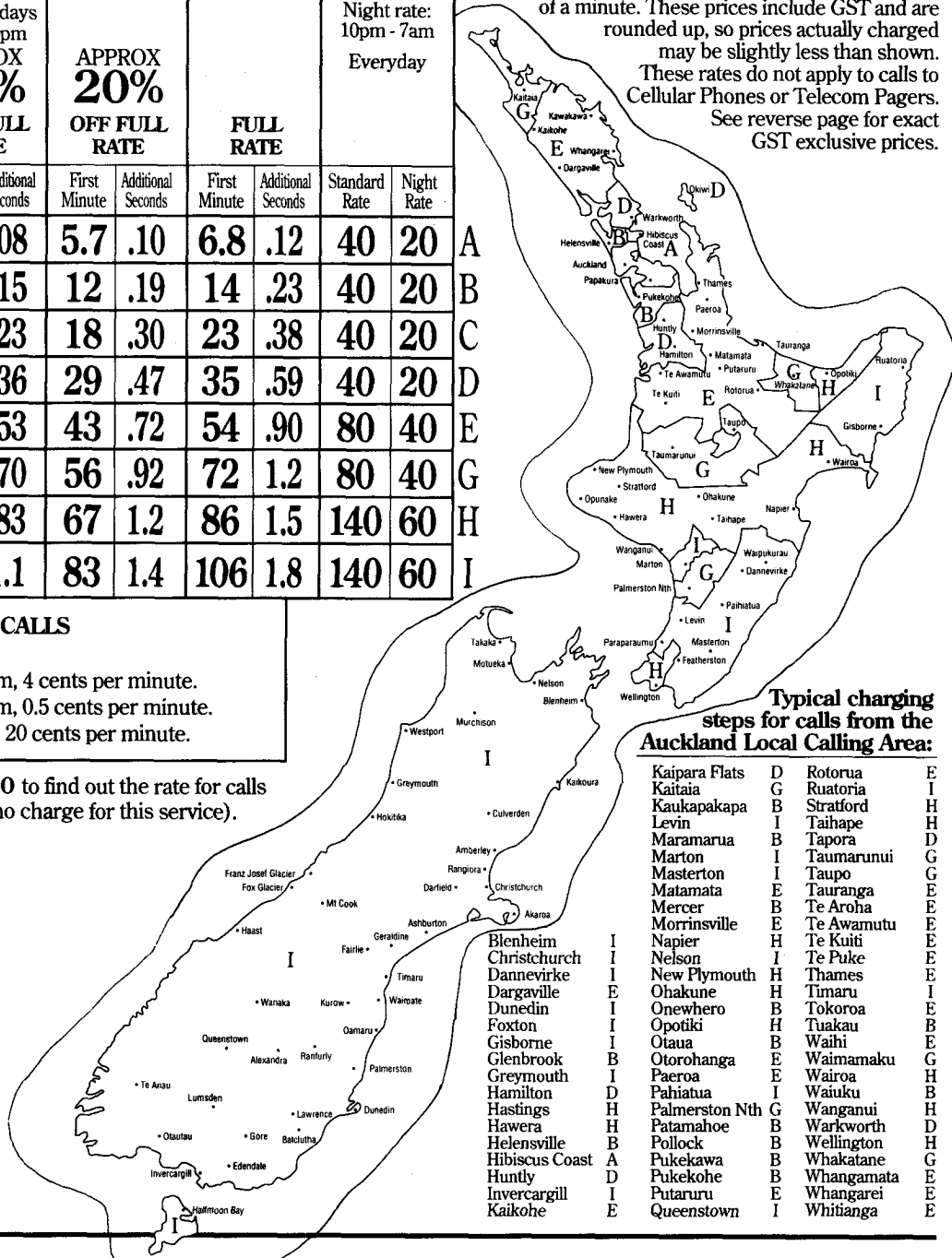
	Night Rate Everyday 10pm-7am		Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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

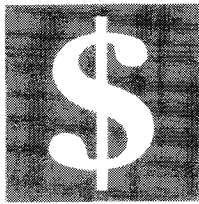
Prices correct as at October 1992
 Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Auckland Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



Typical charging steps for calls from the Auckland Local Calling Area:

Kaipara Flats	D	Rotorua	E
Kaitiaki	G	Ruatoria	I
Kaukapakapa	B	Stratford	H
Levin	I	Taihape	H
Maramarua	B	Tapora	D
Marton	I	Taumarunui	G
Masterton	I	Taupo	G
Matamata	E	Tauranga	E
Mercer	B	Te Aroha	E
Morrinsville	E	Te Awamutu	E
Napier	H	Te Kuiti	E
Nelson	I	Te Puke	E
New Plymouth	H	Thames	E
Ohakune	H	Timaru	I
Onewhero	B	Tokoroa	E
Opotiki	H	Tuakau	B
Otaua	B	Waihi	E
Otorohanga	E	Waimamaku	G
Paeroa	E	Wairoa	H
Pahiataua	I	Waiuku	B
Palmerston Nth	G	Wanganui	H
Patamahoe	B	Warkworth	D
Pollock	B	Wellington	H
Pukekawa	B	Whakatane	G
Pukekohe	B	Whangamata	E
Putaruru	E	Whangarei	E
Queenstown	I	Whitianga	E



Telecom National Call charges

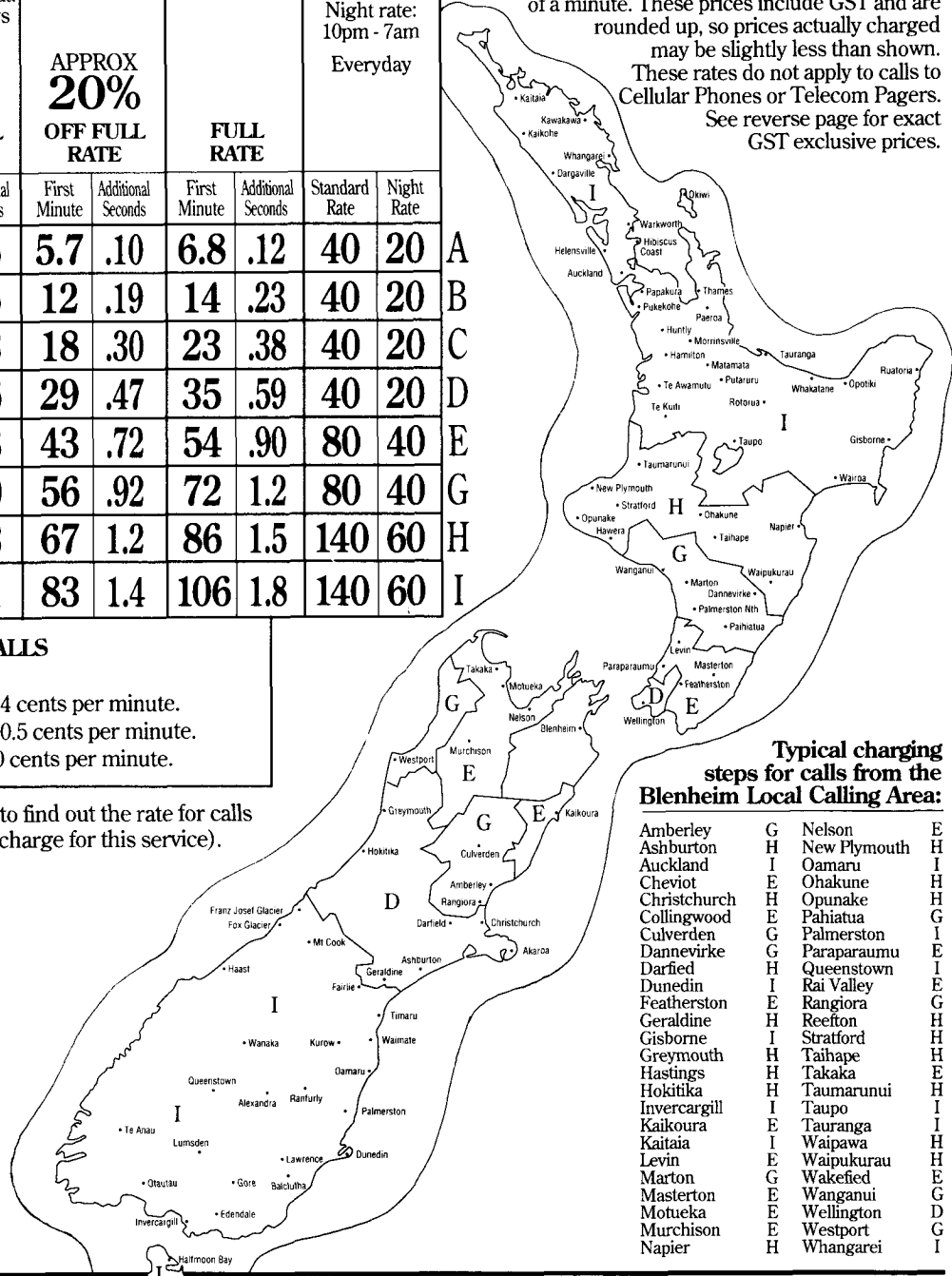
The rates quoted are in cents & include GST.

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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate	
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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

Prices correct as at October 1992
 Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Blenheim Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.
 These rates do not apply to calls to Cellular Phones or Telecom Pagers.
 See reverse page for exact GST exclusive prices.



Typical charging steps for calls from the Blenheim Local Calling Area:

Amberley	G	Nelson	E
Ashburton	H	New Plymouth	H
Auckland	I	Oamaru	I
Cheviot	E	Ohakune	H
Christchurch	H	Opunake	H
Collingwood	E	Pahiatua	G
Culverden	G	Palmerston	I
Dannevirke	G	Paraparaumu	E
Darfield	H	Queenstown	E
Dunedin	I	Rai Valley	I
Featherston	E	Rangiora	G
Geraldine	H	Reefton	H
Gisborne	I	Stratford	H
Greymouth	H	Taihape	H
Hastings	H	Takaka	E
Hokitika	H	Taumarunui	H
Invercargill	I	Taupo	I
Kaikoura	E	Tauranga	I
Kaitiaki	E	Waipawa	H
Levin	E	Waipukurau	H
Marton	G	Wakefield	E
Masterton	E	Wanganui	G
Motueka	E	Wellington	D
Murchison	E	Westport	G
Napier	H	Whangarei	I



Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

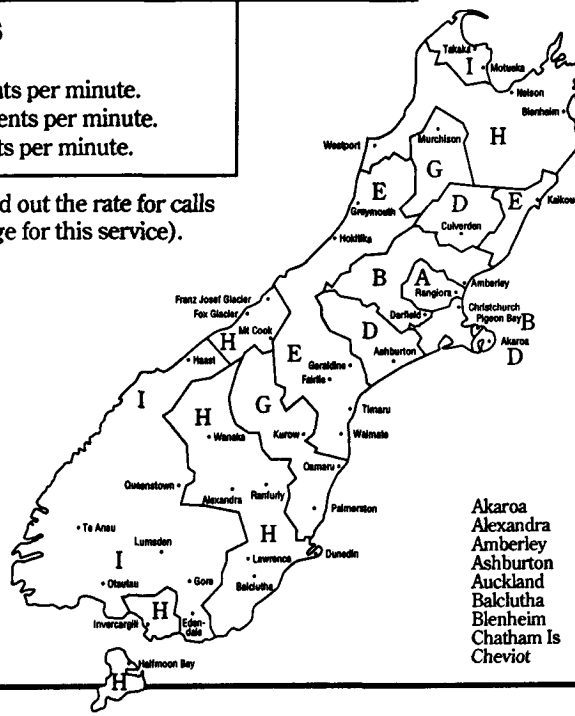
Prices correct as at November 1992
 Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Christchurch Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.
 These rates do not apply to calls to Cellular Phones or Telecom Pagers.
 See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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



Typical charging steps for calls from the Christchurch Local Calling Area:

Dunedin	H	Palmerston	G
Duvauchelle	D	Palmerston Nth	H
Featherston	H	Parapararumu	H
Foxton	A	Pigeon Bay	B
Greymouth	E	Rakaia	D
Hamilton	I	Ranfurly	H
Hinds	D	Rangiora	A
Hororata	B	Reefton	E
Invercargill	H	Rotorua	I
Kaikoura	E	Scargill	B
Kirwee	B	Sheffield	B
Kurou	G	Springfield	B
Lawrence	H	Taupo	G
Mayfield	D	Temuka	E
Methven	D	Timaru	E
Murchison	G	Waiapu	D
Napier	I	Waimate	E
Nelson	H	Waipara	B
Oamaru	G	Wanaka	H
Omihi	B	Wellington	H
Oxford	A	Westport	H



Telecom National Call charges

The rates quoted are in cents & include GST.

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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate	
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

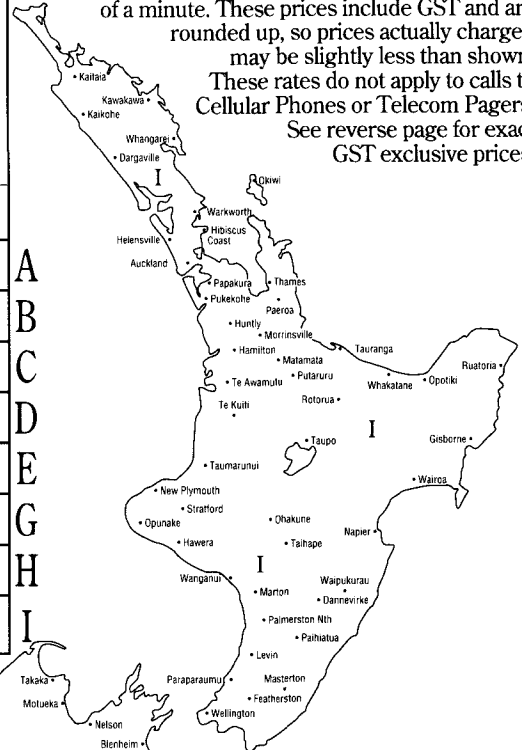
Prices correct as at October 1992

Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Dunedin Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.

These rates do not apply to calls to Cellular Phones or Telecom Pagers.

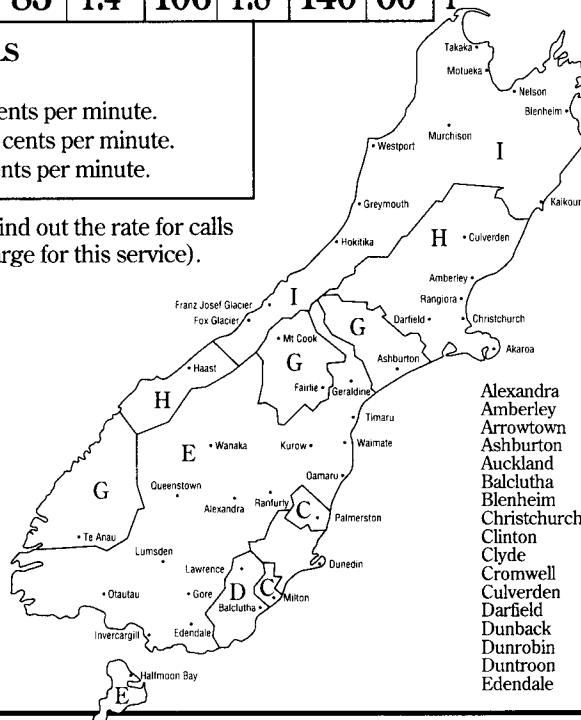
See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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



Typical charging steps for calls from the Dunedin Local Calling Area:

Fairlie	G	Omakau	E
Geraldine	E	Otautau	E
Gisborne	I	Owaka	D
Gore	E	Palmerston	C
Greymouth	I	Palmerston Nth	I
Hamilton	I	Queenstown	E
Hampden	E	Ranfurly	E
Hawera	I	Rangiora	H
Heriot	E	Rotorua	I
Hokitika	I	Roxburgh	E
Huntly	I	Tapanui	E
Invercargill	E	Taupo	I
J	I	Tauranga	I
Kaikoura	D	Te Anau	G
Kaitangata	D	Te Awamutu	I
Kurow	E	Temuka	D
Lawrence	H	Thames	E
Lumsden	D	Timaru	E
Masterton	I	Waimate	E
Millers Flat	E	Wanganui	I
Milton	H	Wellington	I
Motueka	I	Whakatane	I
Napier	I	Whangarei	I
Nelson	I	Windsor	E
New Plymouth	I		
Oamaru	E		



Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

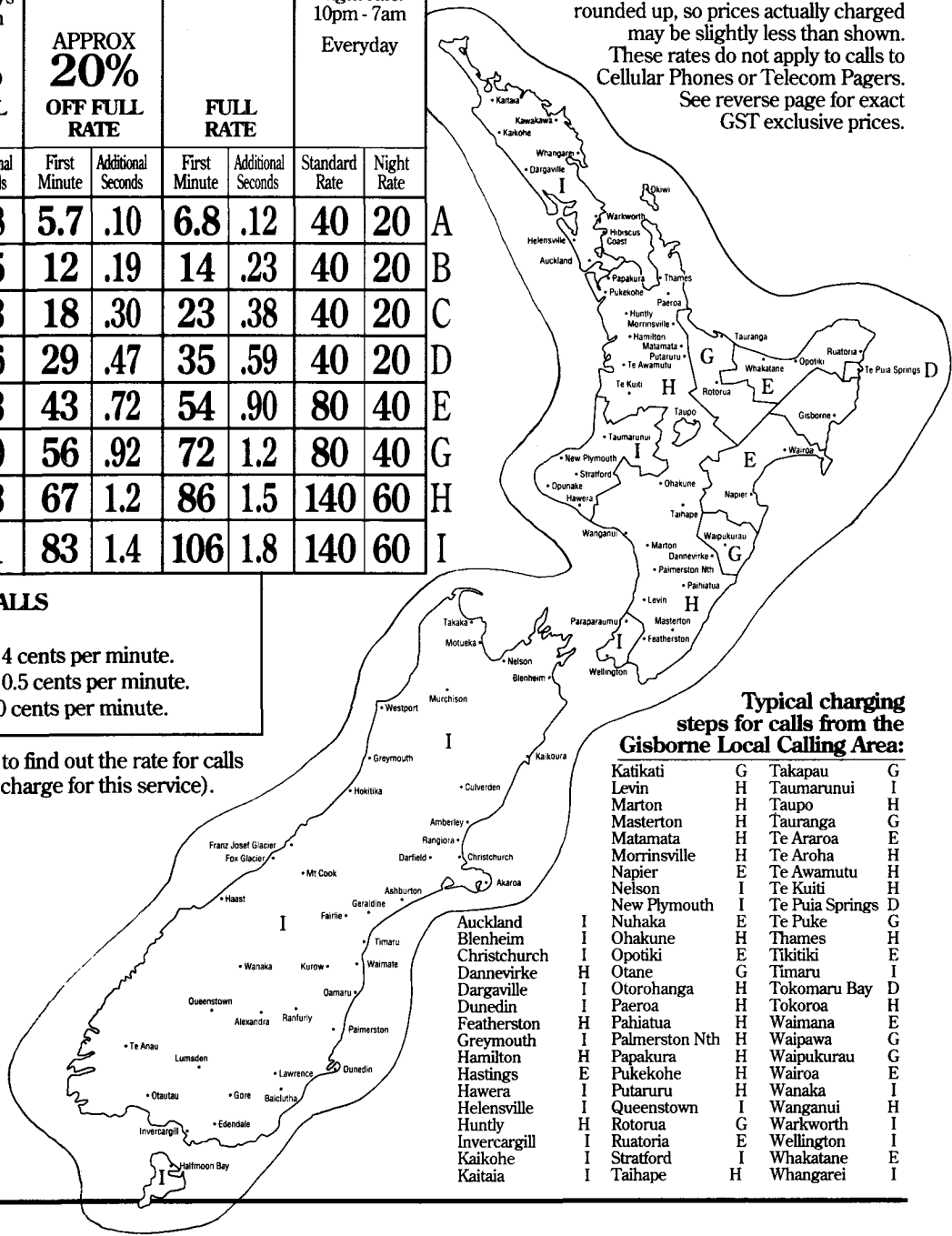
TELECOM LOCAL CALLS

Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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

Prices correct as at October 1992
 Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Gisborne Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.





Telecom National Call charges

The rates quoted are in cents & include GST.

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		Public Payphone Rates Same rate applies everyday, all day & night		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE				
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	SEE NOTE BELOW		
A	2.3	.04	4.5	.08	5.7	.10	6.8		.12	20
B	4.5	.08	9	.15	12	.19	14		.23	20
C	6.8	.12	14	.23	18	.30	23		.38	40
D	11	.17	22	.36	29	.47	35		.59	40
E	16	.27	32	.53	43	.72	54		.90	80
G	21	.34	42	.70	56	.92	72		1.2	80
H	25	.42	50	.83	67	1.2	86		1.5	140
I	31	.51	61	1.1	83	1.4	106		1.8	140

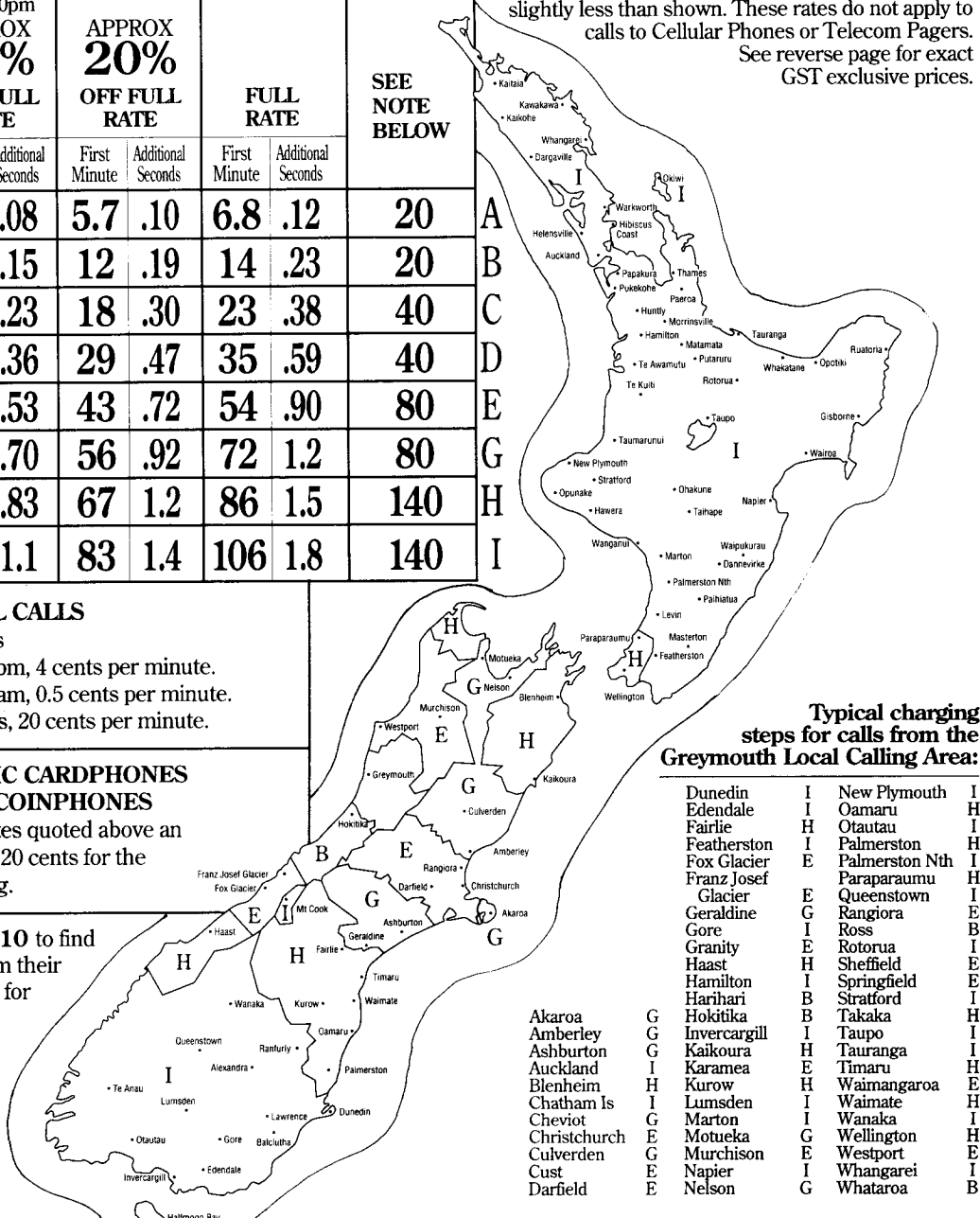
Prices correct as at June 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Greymouth Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

TELECOM PUBLIC CARDPHONES & MODEL 3001 COINPHONES
Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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





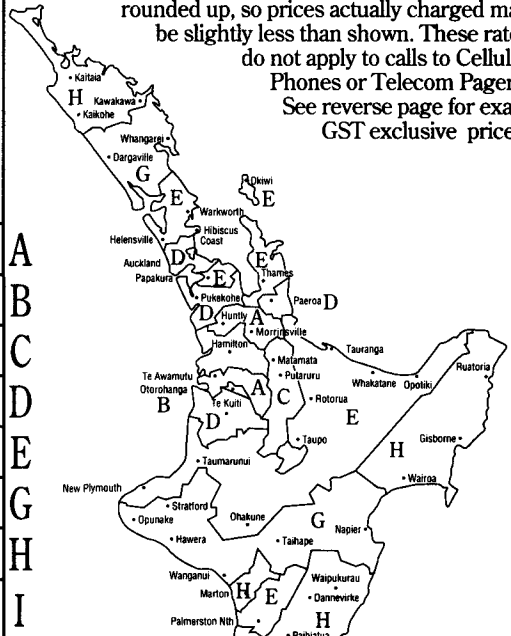
Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Same rate applies everyday, all day & night
	APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE	FULL RATE	SEE NOTE BELOW		
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	20
B	4.5	.08	9	.15	12	.19	14	.23	20
C	6.8	.12	14	.23	18	.30	23	.38	40
D	11	.17	22	.36	29	.47	35	.59	40
E	16	.27	32	.53	43	.72	54	.90	80
G	21	.34	42	.70	56	.92	72	1.2	80
H	25	.42	50	.83	67	1.2	86	1.5	140
I	31	.51	61	1.1	83	1.4	106	1.8	140

Prices correct as at June 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Hamilton Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

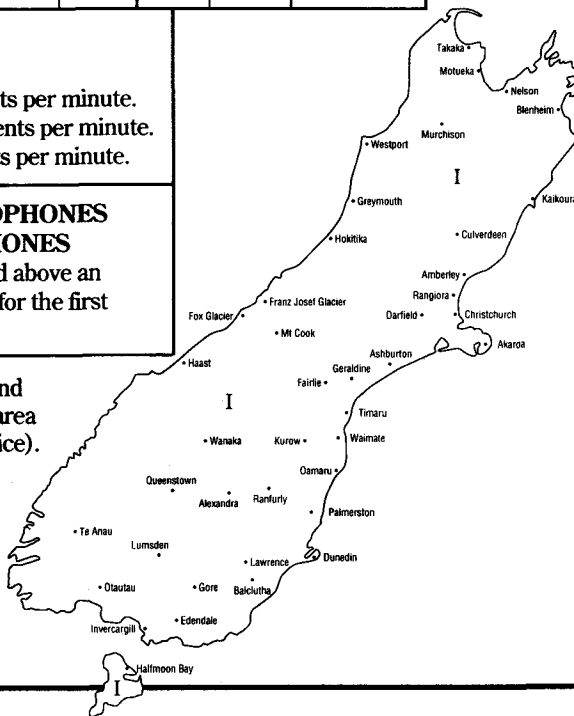
TELECOM PUBLIC CARDFONES & MODEL 3001 COINPHONES

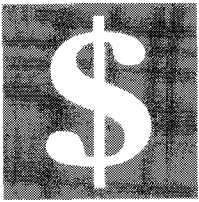
Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

Typical charging steps for calls from the Hamilton Local Calling Area:

Aria	D	Paeroa	D
Atiamuri	E	Palmerston Nth	E
Auckland	D	Papakura	E
Bennydale	D	Patetonga	A
Christchurch	I	Piopio	D
Dunedin	I	Pukeatua	A
Gisborne	H	Pukekohe	D
Greyhound	I	Putaruru	C
Hastings	G	Rotorua	E
Hawera	D	Stratford	G
Hikutaia	D	Taumarunui	E
Huntly	A	Taupo	E
Kawhia	H	Tauranga	E
Levin	A	Te Anga	E
Maihihi	B	Te Aroha	A
Mamuka	E	Te Awamutu	A
Marton	H	Te Kauwhata	A
Masterton	I	Te Kuiti	D
Matamata	C	Thames	E
Matiere	E	Tirau	C
Morrinsville	A	Waerenga	A
Napier	G	Waihi	D
Nelson	I	Waitakaruru	E
New Plymouth	E	Waiuku	D
Ngatea	E	Wanganui	G
Ohura	E	Wellington	G
Otorohanga	B	Whakatane	E
Owhango	E	Whangarei	G

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





Telecom National Call charges

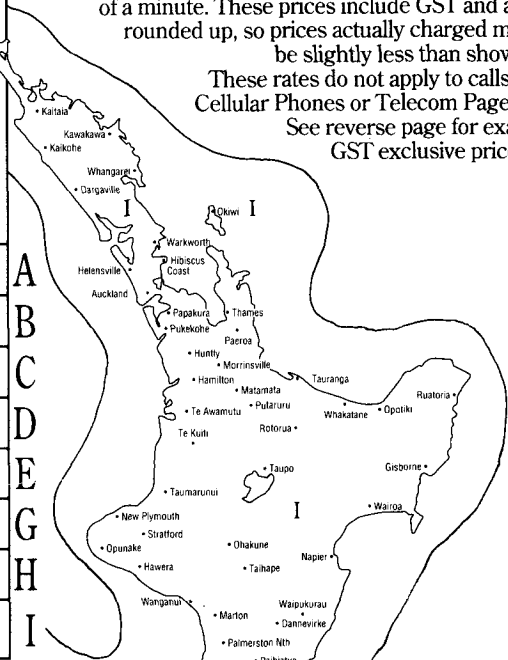
The rates quoted are in cents & include GST.

	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		Public Payphone Rates Same rate applies everyday, all day & night
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		SEE NOTE BELOW
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	
B	4.5	.08	9	.15	12	.19	14	.23	20
C	6.8	.12	14	.23	18	.30	23	.38	40
D	11	.17	22	.36	29	.47	35	.59	40
E	16	.27	32	.53	43	.72	54	.90	80
G	21	.34	42	.70	56	.92	72	1.2	80
H	25	.42	50	.83	67	1.2	86	1.5	140
I	31	.51	61	1.1	83	1.4	106	1.8	140

Prices correct as at June 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Invercargill Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.

These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



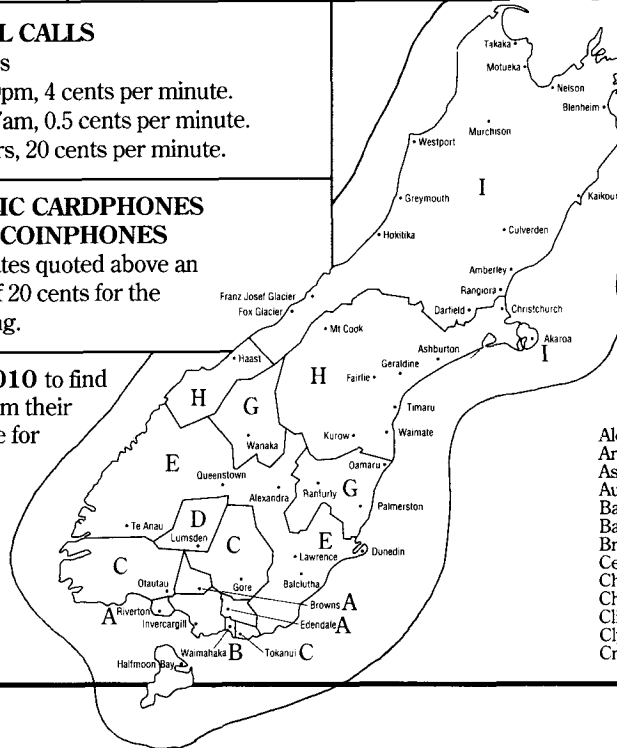
TELECOM LOCAL CALLS
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

TELECOM PUBLIC CARDPHONES & MODEL 3001 COINPHONES
Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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

Typical charging steps for calls from the Invercargill Local Calling Area:

Dipton	C	Otautau	C
Drummond	A	Outram	E
Dunedin	E	Palmerston	G
Edendale	A	Pukerua	C
Fairlie	H	Queenstown	E
Garston	D	Ranfurly	G
Gore	C	Riversdale	C
Heriot	C	Riverton	A
Hyde	G	Roxburgh	E
Kaitangata	E	Tapanui	C
Kurow	H	Tarras	E
Lawrence	E	Te Anau	E
Leeston	H	The Key	E
Lumsden	D	Timaru	H
Manapouri	E	Tokanui	C
Mataura	C	Tuatapere	C
Middlemarch	E	Waikaka	C
Milton	E	Waikaha	C
Mosburn	D	Waimahaka	B
Nightcaps	C	Waimate	H
Oamaru	G	Waipani	C
Ohai	C	Wanaka	G
Orakau	E	Wellington	I
Oravia	C	Winton	A
Orepuki	A	Wyndham	A





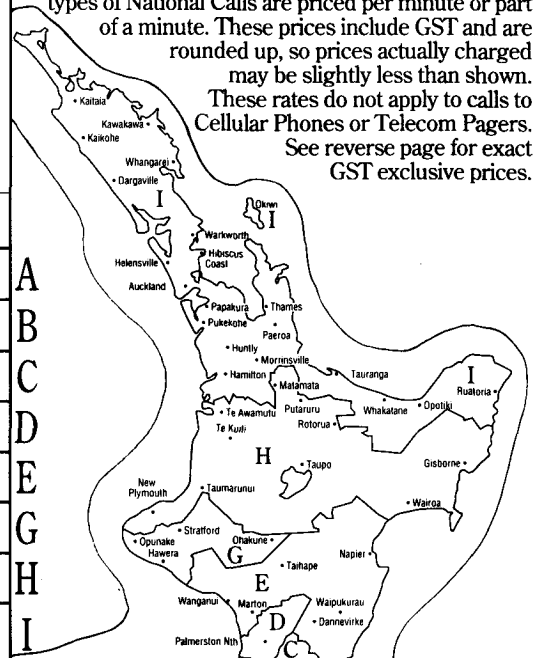
Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at 14 September 1992
Future changes may invalidate the rates shown.

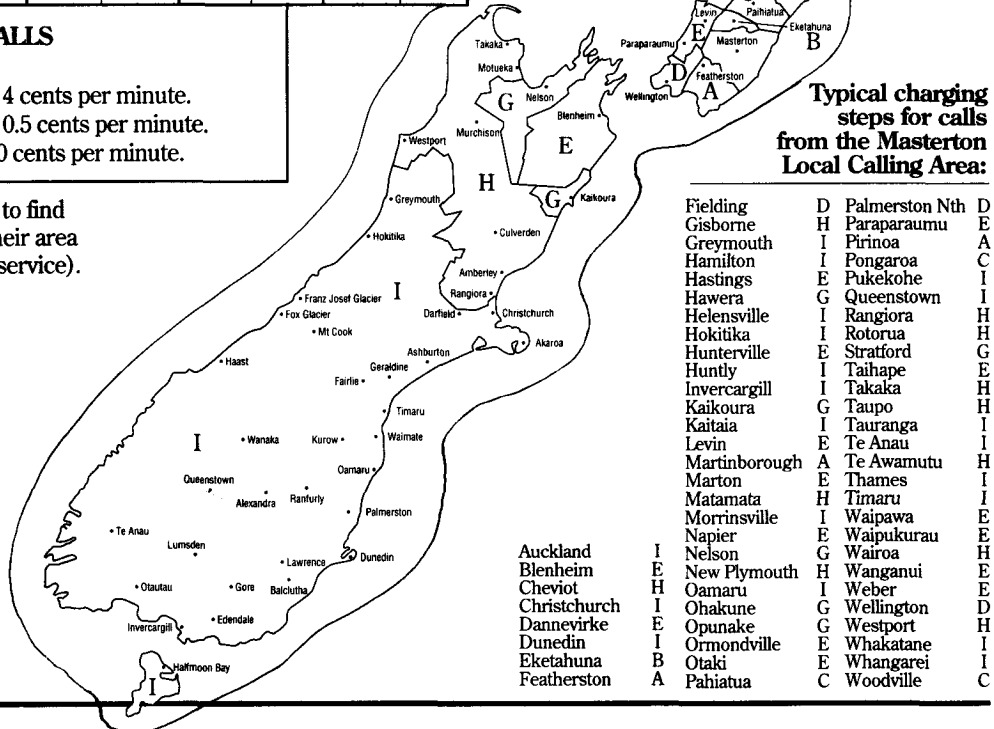
The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Masterton Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

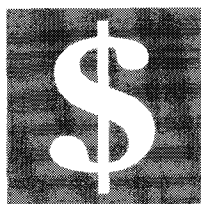
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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



Typical charging steps for calls from the Masterton Local Calling Area:

Fielding	D	Palmerston Nth	D
Gisborne	H	Paraparaumu	E
Greymouth	I	Pirinoa	A
Hamilton	I	Pongaroa	C
Hastings	E	Pukekohe	I
Hawera	G	Queenstown	I
Helensville	I	Rangiora	H
Hokitika	I	Rotorua	H
Hunterville	E	Stratford	G
Huntly	I	Tahape	E
Invercargill	I	Takaka	H
Kaikoura	G	Taupo	H
Kaitiaki	I	Tauranga	I
Levin	E	Te Anau	I
Martinborough	A	Te Awamutu	H
Marton	E	Thames	I
Matamata	H	Timaru	I
Morrinsville	I	Waipawa	E
Napier	E	Waipukurau	E
Nelson	G	Wairoa	H
New Plymouth	H	Wanganui	E
Oamaru	I	Weber	E
Ohakune	G	Wellington	D
Opunake	G	Westport	H
Ormondville	E	Whakatane	I
Otaki	E	Whangarei	I
Pahiatua	C	Woodville	C



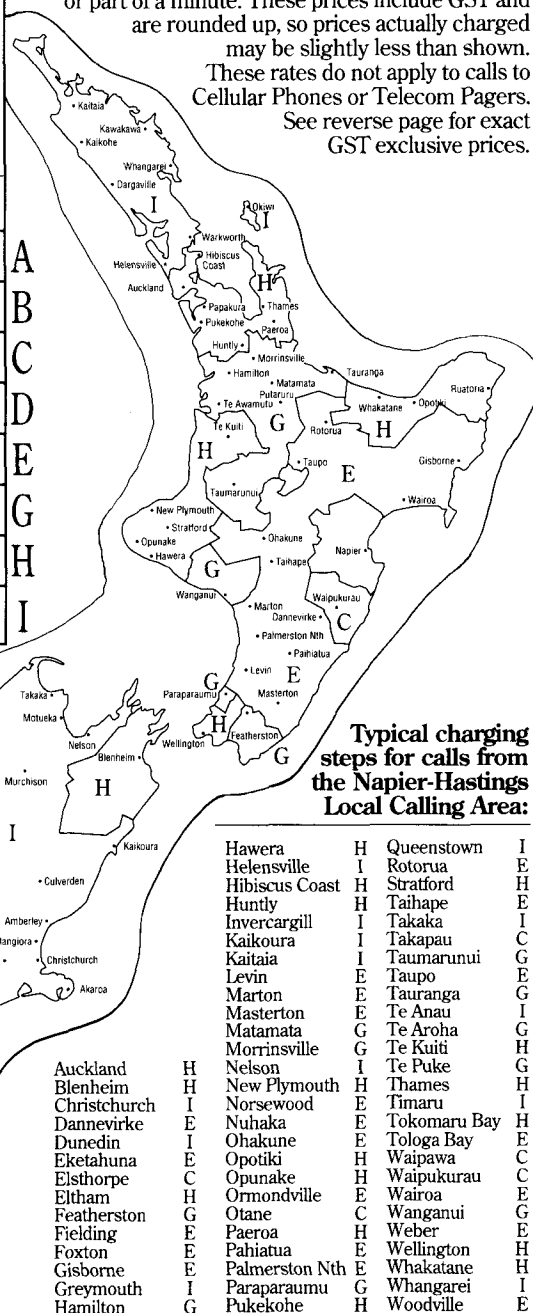
Telecom National Call charges

The rates quoted are in cents & include GST.

Night Rate		Economy Rate		Afternoon Rate		Morning Rate		Public Payphone Rates	
Everyday 10pm-7am		Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Mon.-Fri. Noon-6pm		Mon.-Fri. 8am-Noon		Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE			
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A 2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B 4.5	.08	9	.15	12	.19	14	.23	40	20
C 6.8	.12	14	.23	18	.30	23	.38	40	20
D 11	.17	22	.36	29	.47	35	.59	40	20
E 16	.27	32	.53	43	.72	54	.90	80	40
G 21	.34	42	.70	56	.92	72	1.2	80	40
H 25	.42	50	.83	67	1.2	86	1.5	140	60
I 31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at 14 September 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Napier-Hastings Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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



Telecom National Call charges

The rates quoted are in cents & include GST.

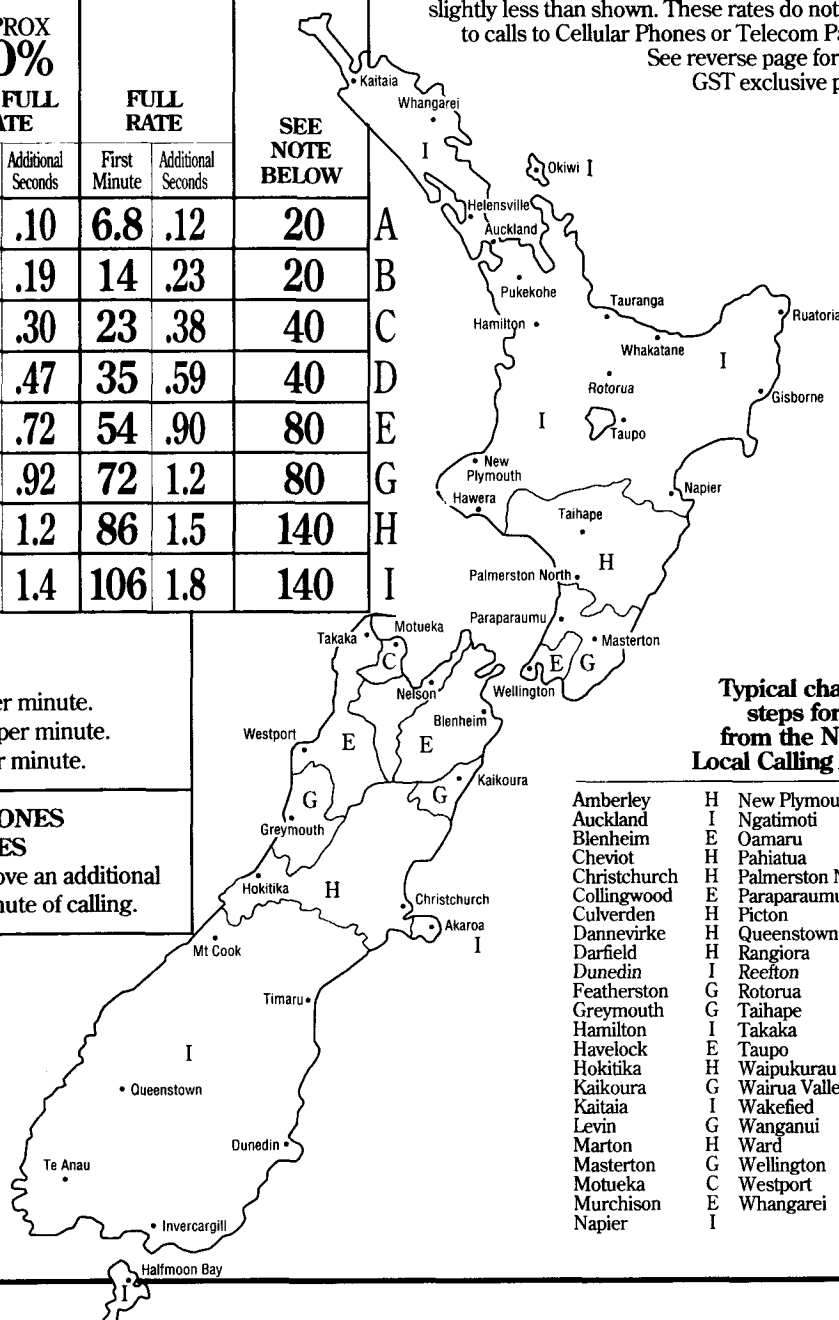
	Night Rate Everyday 10pm-7am		Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates Same rate applies everyday, all day & night	
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds		
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		SEE NOTE BELOW	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12		20
B	4.5	.08	9	.15	12	.19	14	.23		20
C	6.8	.12	14	.23	18	.30	23	.38		40
D	11	.17	22	.36	29	.47	35	.59		40
E	16	.27	32	.53	43	.72	54	.90		80
G	21	.34	42	.70	56	.92	72	1.2		80
H	25	.42	50	.83	67	1.2	86	1.5		140
I	31	.51	61	1.1	83	1.4	106	1.8		140

Prices correct as at May 1992
Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Nelson Local Calling Area. Other types of National Calls are priced per minute or part of minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

TELECOM PUBLIC CARDPHONES & MODEL 3001 COINPHONES
 Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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



Typical charging steps for calls from the Nelson Local Calling Area:

Amberley	H	New Plymouth	I
Auckland	I	Ngatimoti	C
Blenheim	E	Oamaru	I
Cheviot	H	Pahiatua	H
Christchurch	H	Palmerston Nth	H
Collingwood	E	Paraparaumu	G
Culverden	H	Picton	E
Dannevirke	H	Queenstown	I
Darfield	H	Rangiora	H
Dunedin	I	Reefton	G
Featherston	G	Rotorua	I
Greymouth	G	Taihape	H
Hamilton	I	Takaka	E
Havelock	E	Taupo	I
Hokitika	H	Waipukurau	H
Kaikoura	G	Wairua Valley	E
Kaitia	I	Wakefield	E
Levin	G	Wanganui	H
Marton	H	Ward	H
Masterton	G	Wellington	E
Motueka	C	Westport	E
Murchison	E	Whangarei	I
Napier	I		



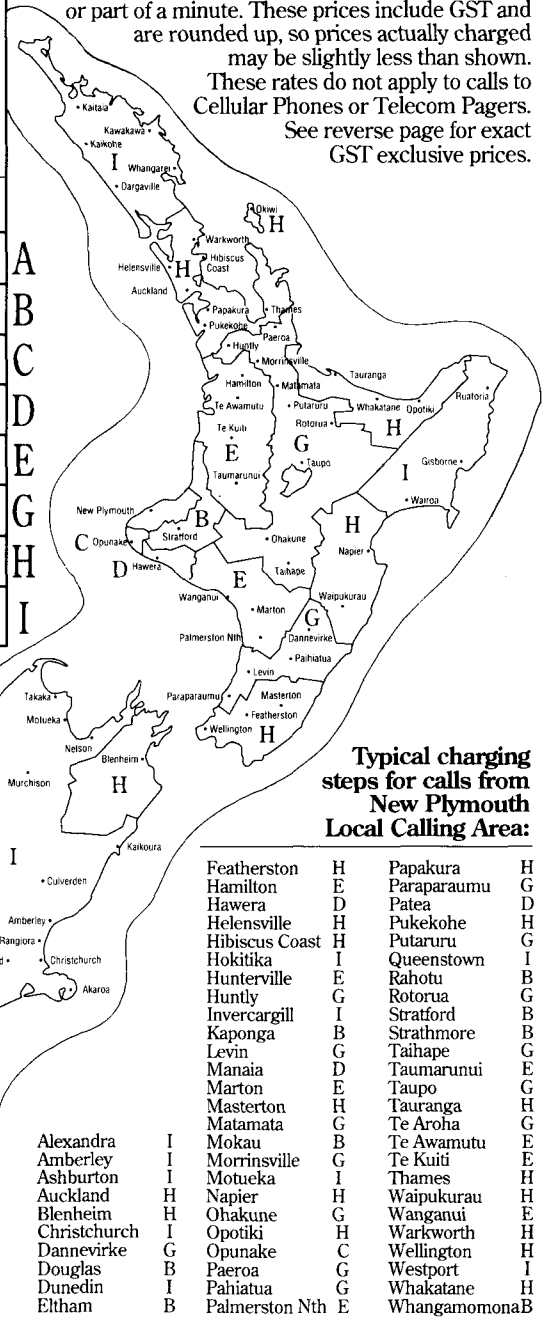
Telecom National Call charges

The rates quoted are in cents & include GST.

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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate	
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at 14 September 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the New Plymouth Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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

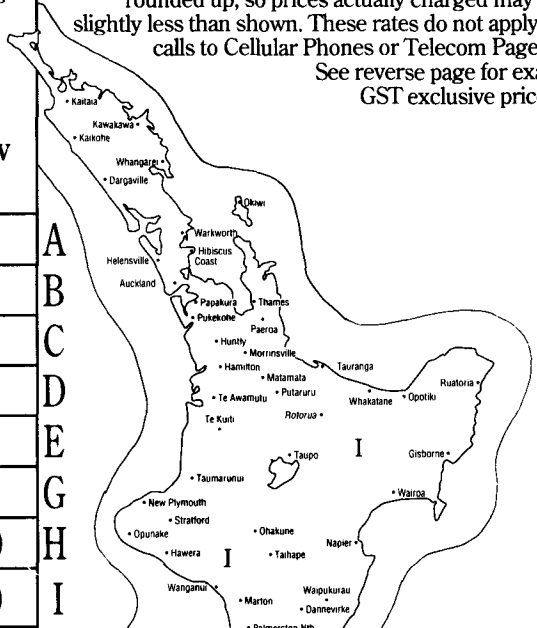


Telecom National Call charges

The rates quoted are in cents & include GST.

	Night Rate		Economy Rate		Afternoon Rate		Morning Rate		Public Payphone Rates
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	20
B	4.5	.08	9	.15	12	.19	14	.23	20
C	6.8	.12	14	.23	18	.30	23	.38	40
D	11	.17	22	.36	29	.47	35	.59	40
E	16	.27	32	.53	43	.72	54	.90	80
G	21	.34	42	.70	56	.92	72	1.2	80
H	25	.42	50	.83	67	1.2	86	1.5	140
I	31	.51	61	1.1	83	1.4	106	1.8	140

Prices correct as at May 1992
 Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Oamaru Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



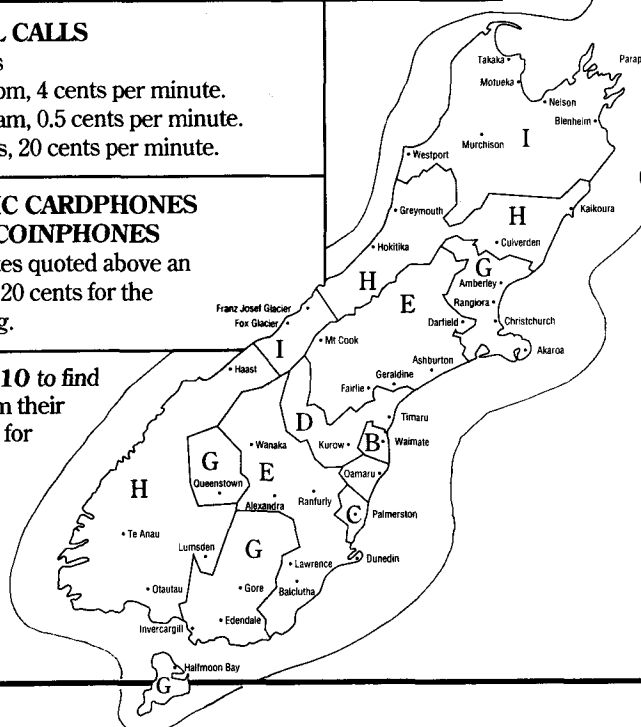
TELECOM LOCAL CALLS

Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

TELECOM PUBLIC CARDFONES & MODEL 3001 COINPHONES

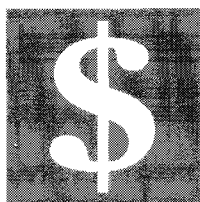
Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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



Typical charging steps for calls from the Oamaru Local Calling Area:

Albury	E	Kurow	D
Alexandra	E	Lawrence	E
Amberley	G	Lumsden	H
Ashburton	E	Maungati	D
Auckland	I	Napier	I
Balclutha	E	Nelson	I
Blenheim	I	New Plymouth	D
Cave	D	Otautau	H
Cheviot	H	Otematata	D
Chatham Islands	I	Palmerston	C
Christchurch	G	Palmerston Nth	I
Culverden	H	Queenstown	G
Darfield	E	Ranfurly	E
Dunedin	E	Rangiora	G
Edendale	G	Rotorua	G
Fairlie	E	St Andrews	D
Geraldine	E	Taupo	I
Gisborne	I	Te Anau	H
Glennavy	B	Temuka	D
Gore	G	Timaru	D
Greymouth	H	Waikouaiti	D
Hamilton	I	Waimate	B
Hokitika	G	Wanaka	E
Invercargill	G	Wellington	I
Kaikoura	H	Whangarei	I



Telecom National Call charges

The rates quoted are in cents & include GST.

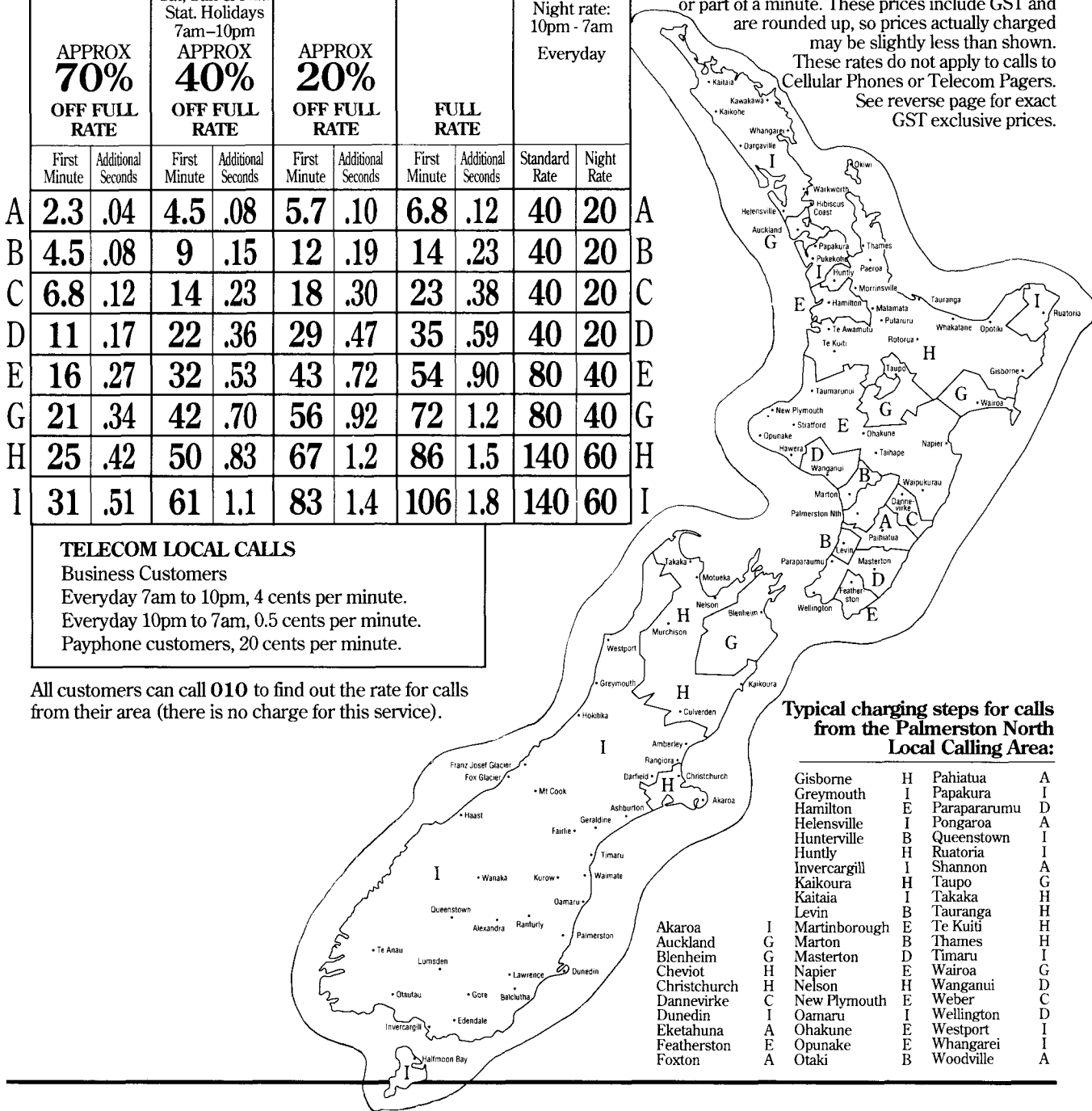
Night Rate Everyday 10pm-7am	Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates			
	APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE		Standard rate: 7am - 10pm	Night rate: 10pm - 7am	Everyday		
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at October 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Palmerston North Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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





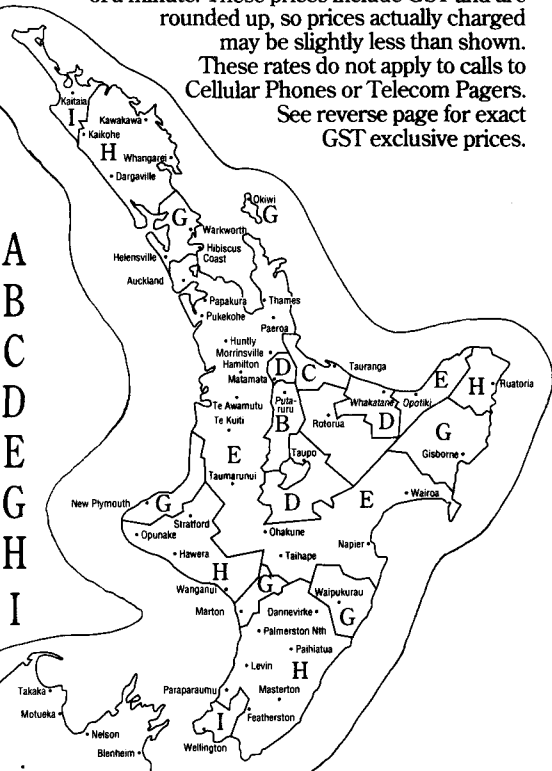
Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE	Standard Rate	Night Rate				
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

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

Prices correct as at October 1992
Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Rotorua Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.
 These rates do not apply to calls to Cellular Phones or Telecom Pagers.
 See reverse page for exact GST exclusive prices.

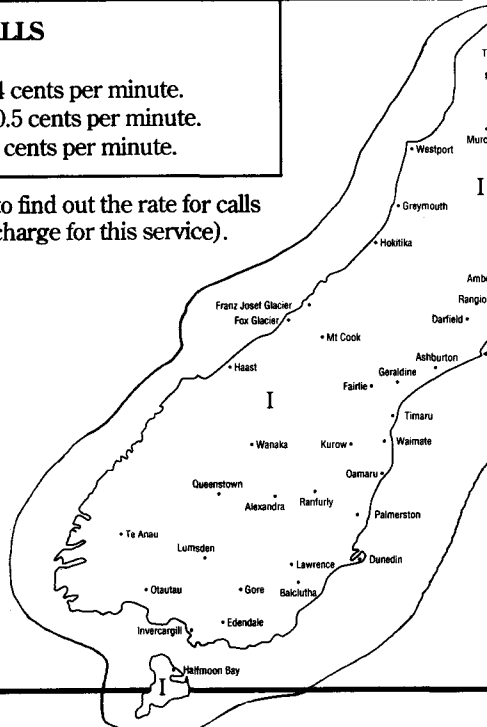


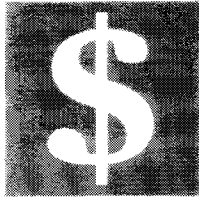
TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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

Typical charging steps for calls from the Rotorua Local Calling Area:

Auckland	E	Opoitiki	E
Blenheim	I	Pahiatua	H
Christchurch	I	Paraparaumu	H
Dunedin	I	Putaruru	B
Gisborne	G	Ruatoria	H
Greymouth	I	Taihape	E
Hamilton	E	Takaka	I
Helensville	G	Taupo	D
Invercargill	I	Tauranga	C
Kaitaia	I	Te Anau	I
Katikati	C	Te Puke	C
Kawerau	D	Timaru	I
Mamaku	C	Tirau	B
Marton	G	Waihi	E
Masterton	H	Waipukurau	G
Matamata	D	Walton	D
Mount Cook	I	Wellington	I
Napier	E	Whakatane	D
Nelson	I	Whangarei	H
New Plymouth	G		





Telecom National Call charges

The rates quoted are in cents & include GST.

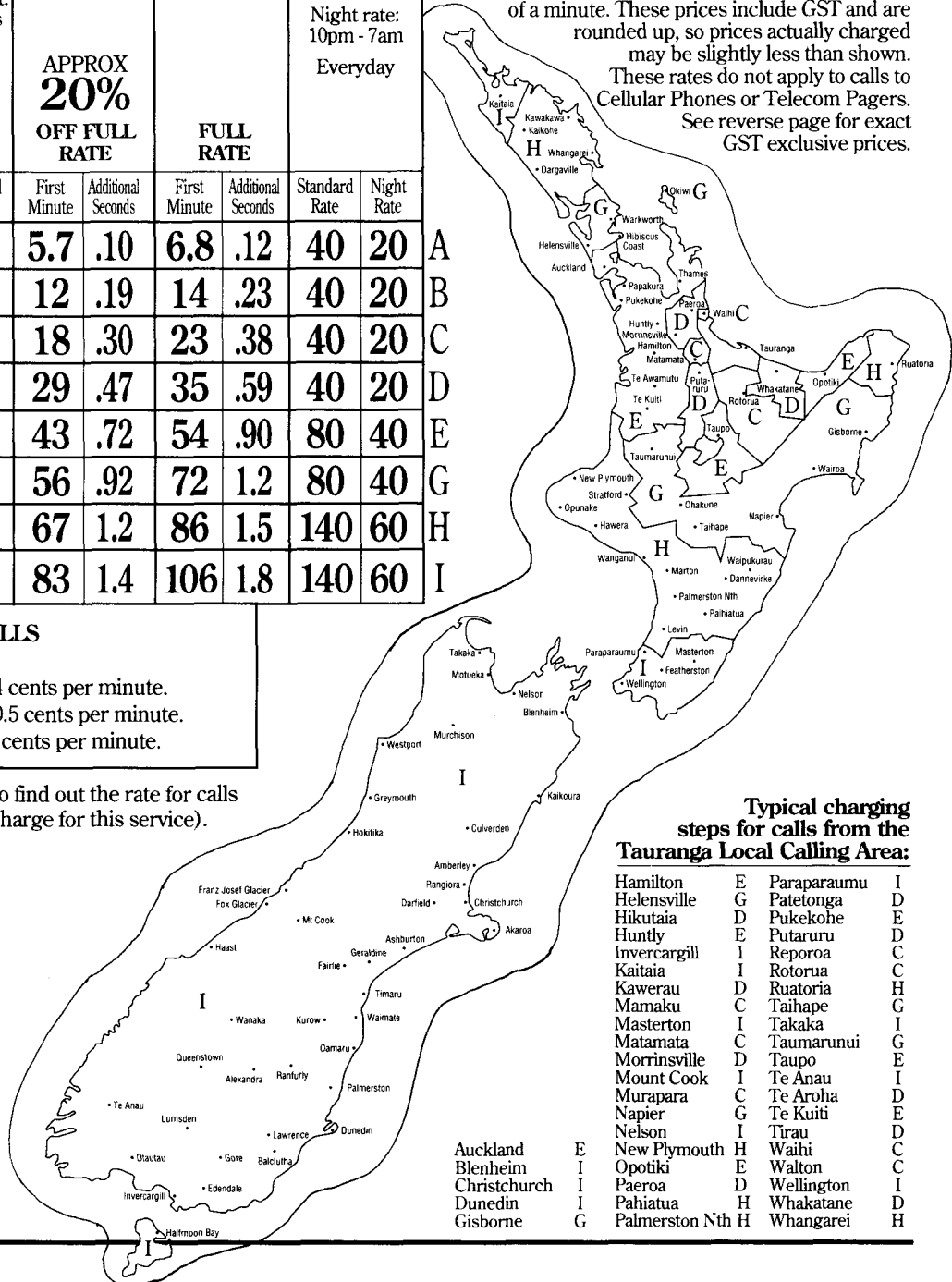
Night Rate Everyday 10pm-7am		Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate	
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at October 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Tauranga Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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



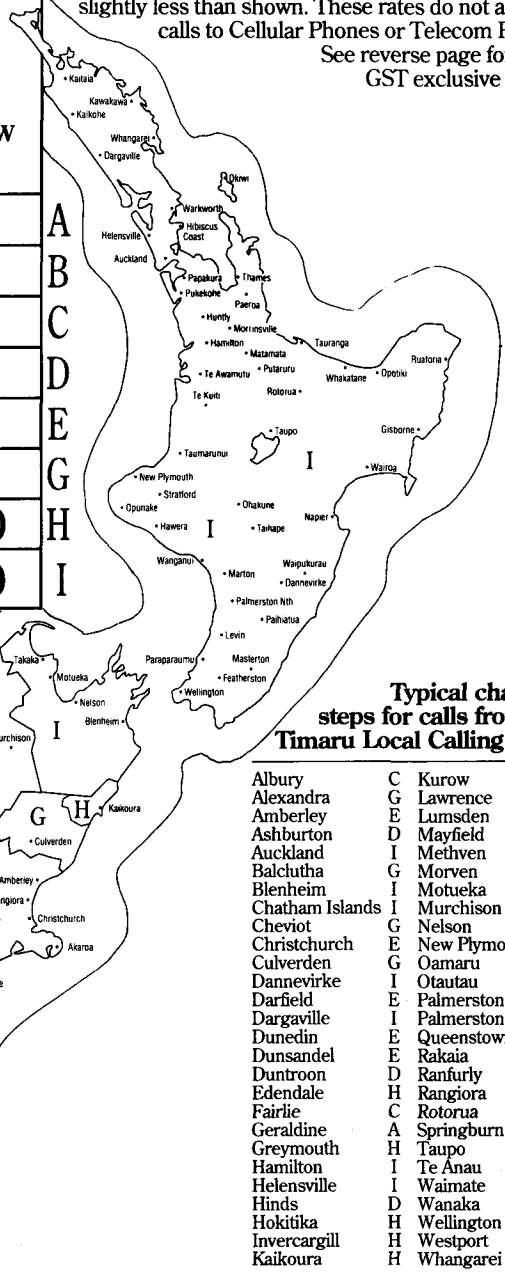


Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Same rate applies everyday, all day & night
	APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE	SEE NOTE BELOW				
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	20
B	4.5	.08	9	.15	12	.19	14	.23	20
C	6.8	.12	14	.23	18	.30	23	.38	40
D	11	.17	22	.36	29	.47	35	.59	40
E	16	.27	32	.53	43	.72	54	.90	80
G	21	.34	42	.70	56	.92	72	1.2	80
H	25	.42	50	.83	67	1.2	86	1.5	140
I	31	.51	61	1.1	83	1.4	106	1.8	140

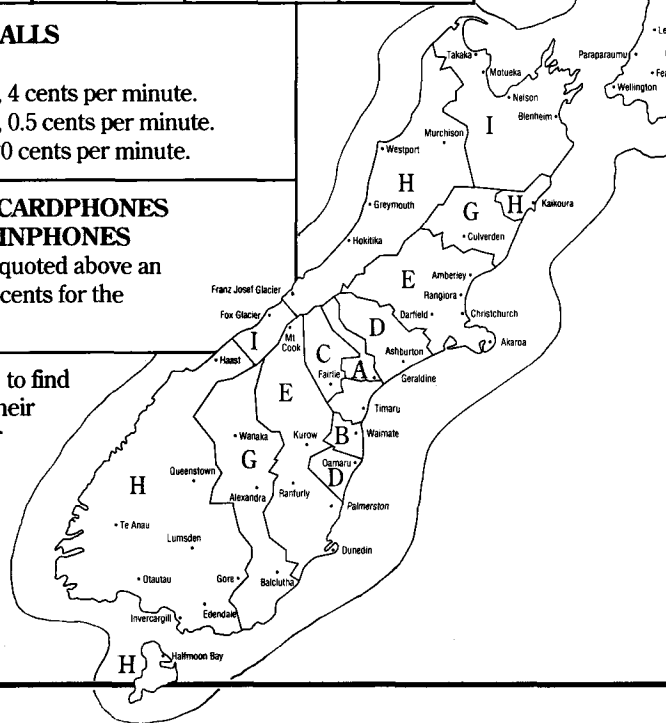
Prices correct as at May 1992
 Future changes may invalidate the rates shown.
 The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Timaru Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

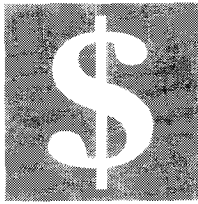


TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

TELECOM PUBLIC CARDFONES & MODEL 3001 COINPHONES
 Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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





Telecom National Call charges

The rates quoted are in cents & include GST.

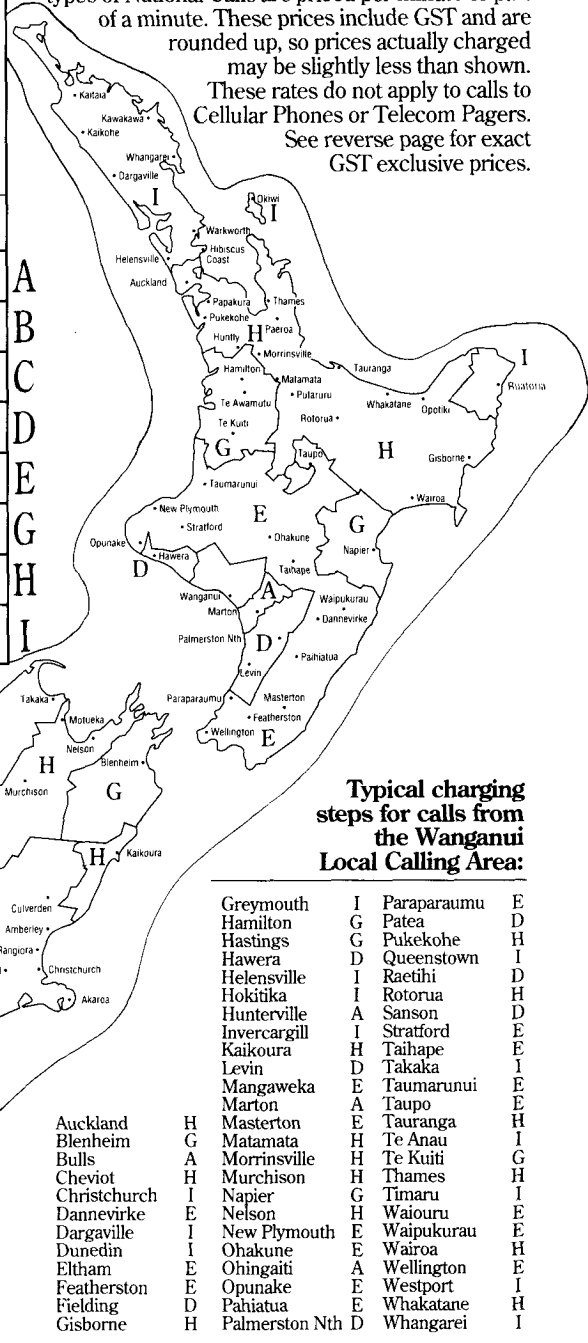
Night Rate Everyday 10pm-7am		Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates		
APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard rate: 7am - 10pm	Night rate: 10pm - 7am	
First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at 14 September 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Wanganui Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
 Business Customers
 Everyday 7am to 10pm, 4 cents per minute.
 Everyday 10pm to 7am, 0.5 cents per minute.
 Payphone customers, 20 cents per minute.

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





Telecom National Call charges

The rates quoted are in cents & include GST.

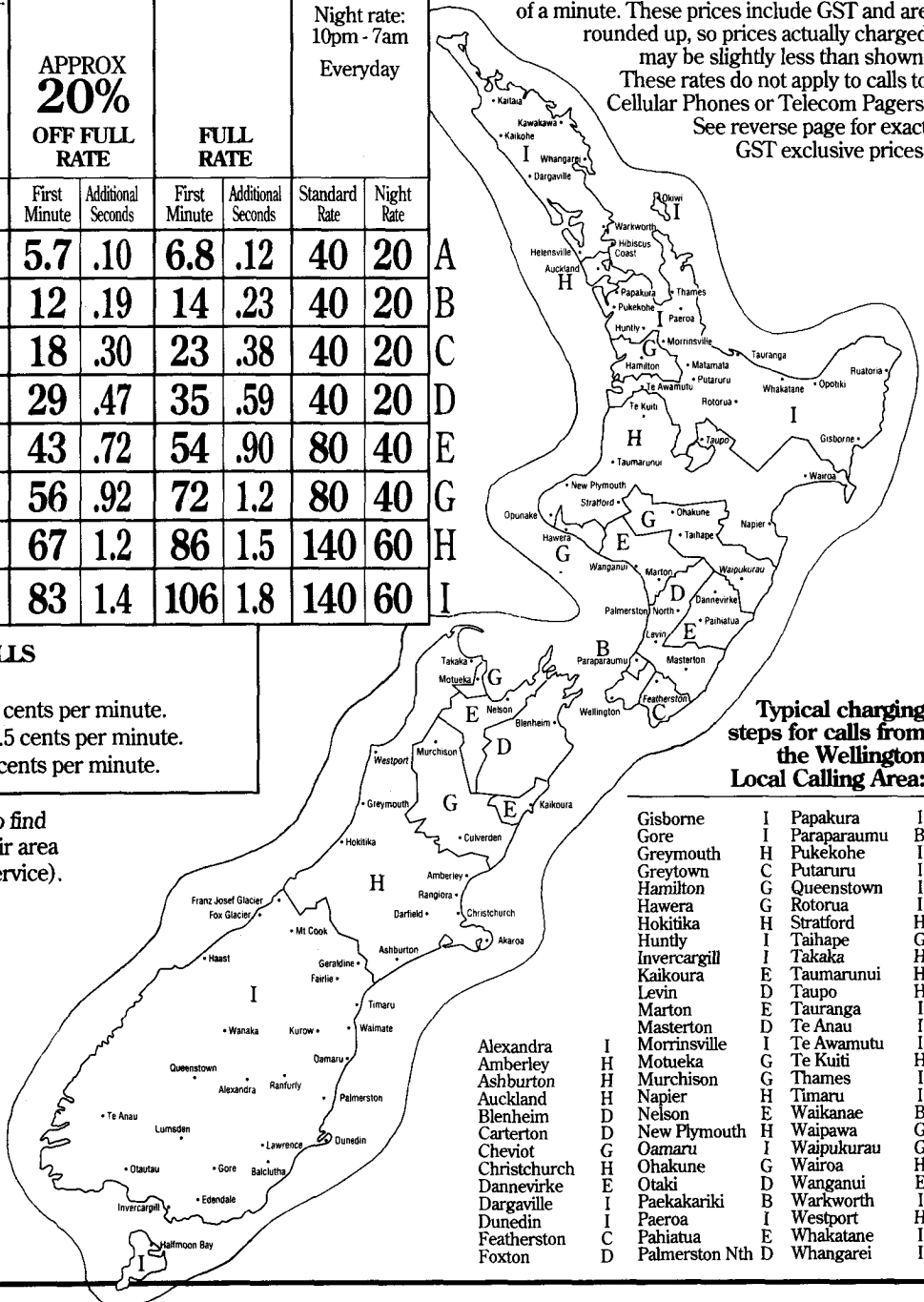
	Night Rate Everyday 10pm-7am		Economy Rate Mon.-Fri. 6pm-10pm & 7am-8am Sat, Sun & Nat. Stat. Holidays 7am-10pm		Afternoon Rate Mon.-Fri. Noon-6pm		Morning Rate Mon.-Fri. 8am-Noon		Public Payphone Rates Standard rate: 7am - 10pm Night rate: 10pm - 7am Everyday	
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		Standard Rate	Night Rate
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	Standard Rate	Night Rate
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	40	20
B	4.5	.08	9	.15	12	.19	14	.23	40	20
C	6.8	.12	14	.23	18	.30	23	.38	40	20
D	11	.17	22	.36	29	.47	35	.59	40	20
E	16	.27	32	.53	43	.72	54	.90	80	40
G	21	.34	42	.70	56	.92	72	1.2	80	40
H	25	.42	50	.83	67	1.2	86	1.5	140	60
I	31	.51	61	1.1	83	1.4	106	1.8	140	60

Prices correct as at 14 September 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Wellington Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.

TELECOM LOCAL CALLS
Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

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



Typical charging steps for calls from the Wellington Local Calling Area:

Gisborne	I	Papakura	I
Gore	I	Paraparaumu	B
Greymouth	H	Pukekohe	I
Greytown	C	Putaruru	I
Hamilton	G	Queenstown	I
Hawera	G	Rotorua	I
Hokitika	H	Stratford	H
Huntly	I	Taihape	G
Invercargill	I	Takaka	H
Kaikoura	E	Taumarunui	H
Levin	D	Taupo	H
Marton	E	Tauranga	I
Masterton	D	Te Anau	I
Morrinsville	I	Te Awamutu	I
Motueka	G	Te Kuiti	H
Murchison	H	Thames	I
Napier	G	Timaru	I
Neelson	E	Waikanae	B
New Plymouth	H	Waipawa	G
Oamaru	I	Waipukurau	G
Ohakune	G	Wairoa	H
Otaki	D	Wanganui	E
Paekakariki	B	Warkworth	I
Paeroa	I	Westport	H
Pahiata	E	Whakatane	I
Palmerston Nth	D	Whangarei	I



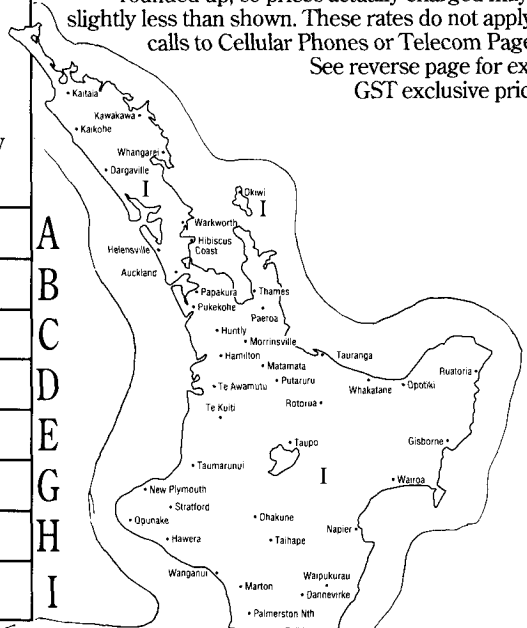
Telecom National Call charges

The rates quoted are in cents & include GST.

	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		Public Payphone Rates Same rate applies everyday, all day & night
	APPROX 70% OFF FULL RATE	APPROX 40% OFF FULL RATE	APPROX 20% OFF FULL RATE	APPROX 20% OFF FULL RATE	FULL RATE	FULL RATE	FULL RATE		
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	SEE NOTE BELOW
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12	20
B	4.5	.08	9	.15	12	.19	14	.23	20
C	6.8	.12	14	.23	18	.30	23	.38	40
D	11	.17	22	.36	29	.47	35	.59	40
E	16	.27	32	.53	43	.72	54	.90	80
G	21	.34	42	.70	56	.92	72	1.2	80
H	25	.42	50	.83	67	1.2	86	1.5	140
I	31	.51	61	1.1	83	1.4	106	1.8	140

Prices correct as at June 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Westport Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown. These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

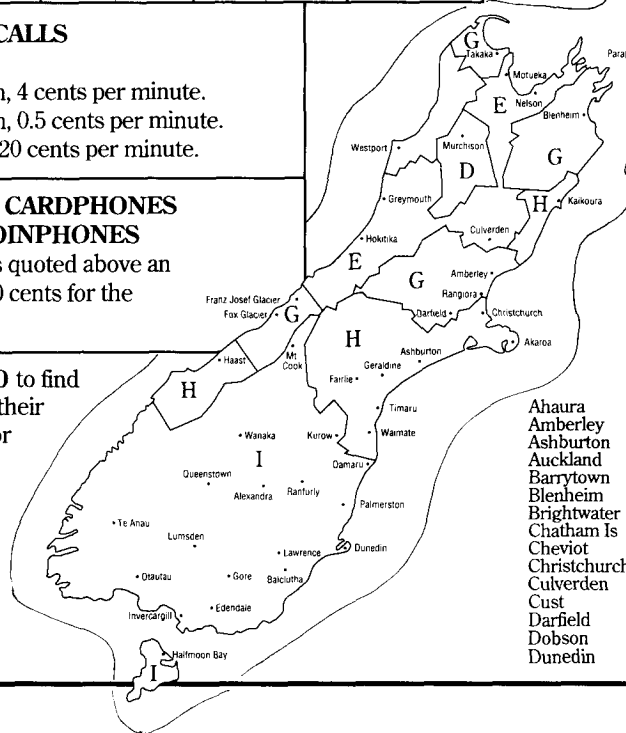
TELECOM PUBLIC CARDFONES & MODEL 3001 COINPHONES

Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

Typical charging steps for calls from the Westport Local Calling Area:

Edendale	I	Oamaru	I
Fairlie	H	Otautau	I
Featherston	H	Palmerston	I
Fox Glacier	G	Palmerston Nth	I
Franz Josef		Paraparaumu	H
Glacier	G	Paroa	E
Geraldine	H	Picton	G
Gore	I	Queenstown	I
Greymouth	E	Rangiora	G
Haast	H	Reefton	E
Hamilton	I	Richmond	E
Harihari	E	Ross	E
Havelock	G	Rotorua	I
Hokitika	E	Runanga	E
Invercargill	I	Stratford	I
Kaikoura	H	Takaka	G
Kowhitirangi	E	Tapawera	E
Kurou	I	Taupo	I
Levin	H	Tauranga	I
Lumsden	G	Timaru	H
Marton	E	Upper Moutere	E
Masterton	H	Waimate	H
Moana	H	Wakefield	E
Motueka	E	Wanaka	I
Murchison	D	Wanganui	I
Cust	G	Ward	I
Nelson	E	Wellington	H
Dobson	G	New Plymouth	I
Dunedin	I	Ngahere	E
		Whataroa	E

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





Telecom National Call charges

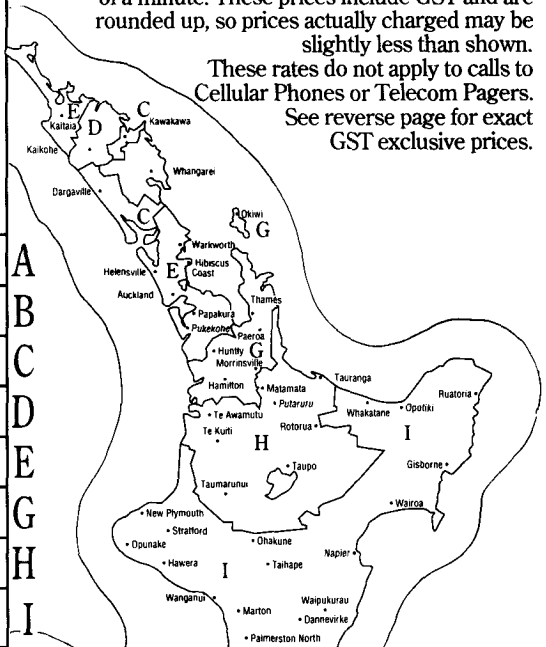
The rates quoted are in cents & include GST.

	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		Public Payphone Rates Same rate applies everyday, all day & night	
	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds	First Minute	Additional Seconds		
	APPROX 70% OFF FULL RATE		APPROX 40% OFF FULL RATE		APPROX 20% OFF FULL RATE		FULL RATE		SEE NOTE BELOW	
A	2.3	.04	4.5	.08	5.7	.10	6.8	.12		20
B	4.5	.08	9	.15	12	.19	14	.23		20
C	6.8	.12	14	.23	18	.30	23	.38		40
D	11	.17	22	.36	29	.47	35	.59		40
E	16	.27	32	.53	43	.72	54	.90		80
G	21	.34	42	.70	56	.92	72	1.2		80
H	25	.42	50	.83	67	1.2	86	1.5		140
I	31	.51	61	1.1	83	1.4	106	1.8		140

Prices correct as at June 1992
Future changes may invalidate the rates shown.

The prices shown in cents are for the first minute, after which charges are per second for Direct Dial calls from the Whangarei Local Calling Area. Other types of National Calls are priced per minute or part of a minute. These prices include GST and are rounded up, so prices actually charged may be slightly less than shown.

These rates do not apply to calls to Cellular Phones or Telecom Pagers. See reverse page for exact GST exclusive prices.



TELECOM LOCAL CALLS

Business Customers
Everyday 7am to 10pm, 4 cents per minute.
Everyday 10pm to 7am, 0.5 cents per minute.
Payphone customers, 20 cents per minute.

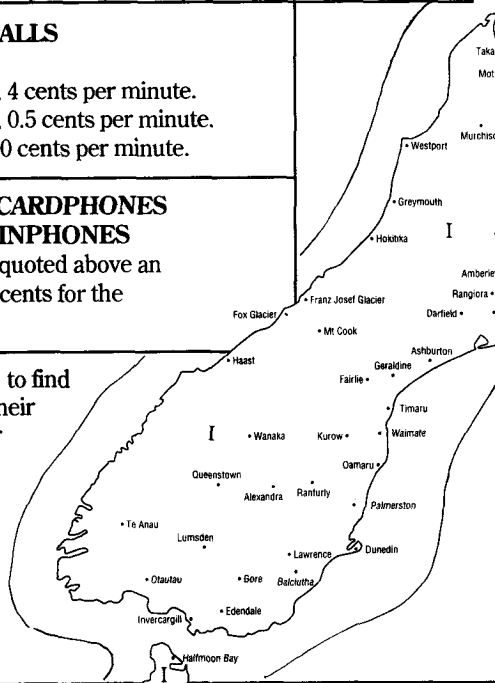
TELECOM PUBLIC CARDFONES & MODEL 3001 COINPHONES

Please add to the rates quoted above an additional charge of 20 cents for the first minute of calling.

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

Typical charging steps for calls from the Whangarei Local Calling Area:

Hokitika	I	Paihia	C
Huntly	G	Papakura	E
Invercargill	I	Paparoa	C
Kaero	D	Palmerston Nth	I
Kaikohe	D	Peria	E
Kaikoura	I	Pukekohe	E
Kaipara Flats	E	Putaruru	H
Kaitia	E	Queenstown	I
Kaiwaka	E	Rawene	D
Kawakawa	C	Rotorua	H
Kerikeri	D	Ruawai	C
Kirikopuni	A	Russell	C
Kohukohu	D	Taheke	D
Maramanui	C	Taumarunui	H
Mangamuka	E	Taupo	H
Bridge	D	Tauranga	H
Mangawhai	D	Te Awamutu	H
Mangonui	E	Te Kopuru	C
Matamata	H	Te Kuiti	H
Maungaturoto	C	Thames	G
Morrinsville	I	Umawera	E
Napier	I	Waimamaku	D
New Plymouth	I	Warkworth	E
Okaihau	D	Wellington	I
Paeroa	G	Wellsford	E



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 local call rates for calls between telephone offices (see section 2.1)

2.5 Telecom International Call (Toll) Charges

Direct dialled and Manual Telecom International Calls are charged per second after the first minute. A one minute minimum charge applies to each call. All other Telecom International Calls are charged per minute for each minute or part of a minute. The following charges apply to calls outside New Zealand. Charges for calls from Ross Island, Antarctica (Scott Base Telephone Service) are shown in section 2.6.

2.5.1 Direct Dialling

Direct dialled Telecom International Calls are charged per second after the first minute. A one minute minimum charge applies to each call. Economy rates and one second charging do not apply where calls are connected by the Operator. Countries to which Direct Dialling is not available are indicated by an asterisk.

RATES FOR INTERNATIONAL CALLS
(Effective 1 May 1992)

COUNTRY	Standard First Minute	Standard Additional Seconds	Economy First Minute	Economy Additional Seconds	Hours when Economy Rate Applies
Australia	\$1.40	2.34c	\$0.88	1.47c	11pm—8am & all day Saturday
Australian Antarctic Territories	\$1.40	2.34c	\$0.88	1.47c	11pm—8am & all day Saturday
Christmas Island	\$1.40	2.34c	\$0.88	1.47c	11pm—8am & all day Saturday
Cocos Island	\$1.40	2.34c	\$0.88	1.47c	11pm—8am & all day Saturday
Norfolk Island	\$1.40	2.34c	\$0.88	1.47c	11pm—8am & all day Saturday
American Samoa	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Cook Islands	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Fiji	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
French Polynesia	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
New Caledonia	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Niue	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Papua New Guinea	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Solomon Islands	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Tonga	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Vanuatu	\$1.68	2.8c	\$1.32	2.2c	Midnight—8am Daily
Western Samoa	\$1.92	3.2	\$1.32	2.2c	Midnight—8am Daily
Adelie Land*	\$1.92	3.2c	N/A	N/A	N/A
Kiribati	\$1.92	3.2c	Economy Rates	Economy Rates	Economy Rates
Nauru	\$1.92	3.2c	are not applicable to these countries	are not applicable to these countries	are not applicable to these countries
Pitcairn Island*	\$1.92	3.2c	are not applicable to these countries	are not applicable to these countries	are not applicable to these countries
Tokelau *	\$1.92	3.2c	are not applicable to these countries	are not applicable to these countries	are not applicable to these countries
Tuvalu	\$1.92	3.2c	are not applicable to these countries	are not applicable to these countries	are not applicable to these countries
Wallis & Futuna Islands	\$1.92	3.2c	are not applicable to these countries	are not applicable to these countries	are not applicable to these countries
Canada	\$2.53	4.22c	\$1.76	2.94c	10pm—8am & All Day Sunday
Hong Kong	\$2.53	4.22c	\$1.76	2.94c	Midnight—8am Daily
Malaysia	\$2.53	4.22c	\$1.76	2.94c	Midnight—8am Daily
Puerto Rico	\$2.53	4.22c	\$1.76	2.94c	10pm—8am & All Day Sunday
Singapore	\$2.53	4.22c	\$1.76	2.94c	Midnight—8am Daily
U.S. Virgin Islands	\$2.53	4.22c	\$1.76	2.94c	10pm—8am & All Day Sunday
United Kingdom	\$2.53	4.22c	\$1.76	2.94c	Midnight—8am & All Day Saturday
U.S.A	\$2.53	4.22c	\$1.76	2.94c	10pm—8am & All Day Sunday
(incl Hawaii, Alaska)					

Continued overleaf

RATES FOR INTERNATIONAL CALLS
(Effective 1 May 1992)

COUNTRY	Standard First Minute	Standard Additional Seconds	Economy First Minute	Economy Additional Seconds	Hours when Economy Rate Applies
Andorra	\$2.66	4.44¢	\$1.76	2.94¢	Midnight—8am Daily
Austria	The standard rate of \$2.66 applies to all these countries.	The standard rate of 4.44¢ applies to all these countries.	N/A	N/A	N/A
Bahrain			N/A	N/A	N/A
Bangladesh			N/A	N/A	N/A
Belgium			N/A	N/A	N/A
Bhutan			N/A	N/A	N/A
Botswana			N/A	N/A	N/A
Brunei			N/A	N/A	N/A
Burkina Faso			N/A	N/A	N/A
Cambodia			N/A	N/A	N/A
Comoros			N/A	N/A	N/A
Congo			N/A	N/A	N/A
Cyprus			N/A	N/A	N/A
Denmark			\$1.76	2.94¢	Midnight—8am Daily
Dominican Republic			N/A	N/A	N/A
Estonia			N/A	N/A	N/A
Faroe Islands			\$1.76	2.94¢	Midnight—8am Daily
Finland			\$1.76	2.94¢	Midnight—8am Daily
France			\$1.76	2.94¢	Midnight—8am Daily
French Guiana			N/A	N/A	N/A
Gambia			N/A	N/A	N/A
Germany (East)			\$1.76	2.94¢	Midnight—8am Daily
Germany (West)			\$1.76	2.94¢	Midnight—8am Daily
Ghana			N/A	N/A	N/A
Greenland			\$1.76	2.94¢	Midnight—8am Daily
Guadeloupe			N/A	N/A	N/A
Guam			N/A	N/A	N/A
Hungary			N/A	N/A	N/A
India			N/A	N/A	N/A
Indonesia			N/A	N/A	N/A
Ireland			N/A	N/A	N/A
Italy			N/A	N/A	N/A
Japan			\$1.76	2.94¢	Midnight—8am Daily
Jordan			N/A	N/A	N/A
Kenya			N/A	N/A	N/A
Korea, Republic of (South)			N/A	N/A	N/A
Laos*			N/A	N/A	N/A
Latvia			N/A	N/A	N/A
Libya			N/A	N/A	N/A
Liechtenstein			N/A	N/A	N/A
Lithuania			N/A	N/A	N/A
Macao			N/A	N/A	N/A
Malta			N/A	N/A	N/A
Mariana Islands			N/A	N/A	N/A
Marshall Islands			N/A	N/A	N/A
Martinique			N/A	N/A	N/A
Mauritius			N/A	N/A	N/A
Mayotte			N/A	N/A	N/A
Mexico			N/A	N/A	N/A
Micronesia			N/A	N/A	N/A
Monaco			\$1.76	2.94¢	Midnight—8am Daily
Nepal			N/A	N/A	N/A
Netherlands			\$1.76	2.94¢	Midnight—8am Daily
Nigeria			N/A	N/A	N/A

Continued overleaf

RATES FOR INTERNATIONAL CALLS
(Effective 1 May 1992)

COUNTRY	Standard First Minute	Standard Additional Seconds	Economy First Minute	Economy Additional Seconds	Hours when Economy Rate Applies
Norway	\$2.66	4.44c	\$1.76	2.94c	Midnight—8am Daily
Oman	The stan-	The stan-	N/A	N/A	N/A
Palau	dard	dard	N/A	N/A	N/A
Philippines	rate of	rate of	\$1.76	2.94c	Midnight—8am Daily
Poland	\$2.66	4.44c	N/A	N/A	N/A
Qatar	applies to all	applies to all	N/A	N/A	N/A
Reunion	these coun-	these coun-	N/A	N/A	N/A
St Martin	tries.	tries.	N/A	N/A	N/A
St Pierre & Miquelon			N/A	N/A	N/A
Saudi Arabia			N/A	N/A	N/A
South Africa			N/A	N/A	N/A
Sri Lanka			N/A	N/A	N/A
Swaziland			\$1.76	2.94c	Midnight—8am Daily
Sweden			N/A	N/A	N/A
Switzerland			N/A	N/A	N/A
Taiwan			N/A	N/A	N/A
Thailand			N/A	N/A	N/A
Togo			N/A	N/A	N/A
Tristan da Cunha*			N/A	N/A	N/A
United Arab Emirates			N/A	N/A	N/A
USSR			N/A	N/A	N/A
Venezuela			N/A	N/A	N/A
Yemen Arab Republic			N/A	N/A	N/A
Yemen PDR			N/A	N/A	N/A
Yugoslavia			N/A	N/A	N/A
Zaire			N/A	N/A	N/A
Zambia			N/A	N/A	N/A
Zimbabwe			N/A	N/A	N/A
Afghanistan	\$2.93	4.89c	N/A	N/A	N/A
Albania	The stan-	The stan-	Economy	Economy	Economy Rates
Algeria	dard	dard	Rates	Rates	are not
Angola	rate of	rate of	are not	are not	applicable to
Anguilla	\$2.93	4.89c	applicable to	applicable to	these countries
Antigua	applies to all	applies to all	these coun-	these coun-	
Argentina	tries.	tries.	tries	tries	
Aruba					
Ascension					
Bahamas					
Barbados					
Belize					
Benin					
Bermuda					
Bolivia					
Brazil					
British Virgin Islands					
Bulgaria					
Burundi					
Cameroon					
Cape Verde					
Cayman Islands					
Central African Republic					
Chad					
Chile					

Continued overleaf

RATES FOR INTERNATIONAL CALLS
(Effective 1 May 1992)

COUNTRY	Standard First Minute	Standard Additional Seconds	Economy First Minute	Economy Additional Seconds	Hours when Economy Rate Applies
China	\$2.93	4.89c	N/A	N/A	N/A
Colombia	The stan- dard rate of \$2.93 applies to all these countries.	The stan- dard rate of 4.89c applies to all these countries.	Economy Rates are not applicable to these coun- tries	Economy Rates are not applicable to these coun- tries	Economy Rates are not applicable to these countries
Costa Rica					
Cuba					
Czechoslovakia					
Diego Garcia					
Djibouti					
Dominica					
Ecuador					
Egypt					
El Salvador					
Equatorial Guinea					
Ethiopia					
Falkland Islands					
Gabon					
Gibraltar					
Greece					
Grenada					
Guatemala					
Guinea					
Guinea Bissau					
Guyana					
Haiti					
Honduras					
Iceland					
Iran					
Iraq					
Israel					
Ivory Coast					
Jamaica					
Korea PDR (North)					
Kuwait					
Lebanon					
Lesotho					
Liberia					
Luxembourg					
Madagascar					
Malawi					
Maldives					
Mali					
Mauritania					
Midway Island*					
Mongolia					
Montserrat					
Morocco					
Mozambique					
Myanmar Republic (Burma)					
Namibia					
Netherlands Antilles					
Nicaragua					
Niger					
Pakistan					
Panama					
Paraguay					

Continued overleaf

RATES FOR INTERNATIONAL CALLS
(Effective 1 May 1992)

COUNTRY	Standard First Minute	Standard Additional Seconds	Economy First Minute	Economy Additional Seconds	Hours when Economy Rate Applies
Peru	\$2.93	4.89c	N/A	N/A	N/A
Portugal	The stan-	The stan-	Economy	Economy	Economy Rates
Romania	dard	dard	Rates	Rates	are not
Rwanda	rate of	rate of	are not	are not	applicable to
St Helena	\$2.93	4.89c	applicable to	applicable to	these countries
St Kitts	applies to	applies to	these coun-	these coun-	
St Lucia	all these	all these	tries	tries	
St Vincent	countries.	countries.			
Sao' Tome' & Principe					
Senegal					
Seychelles					
Sierra Leone					
Somalia*					
Spain					
Sudan					
Surinam					
Syria					
Tanzania					
Trinidad & Tobago					
Tunisia					
Turkey					
Turks & Caicos Islands					
Uganda					
Uruguay					
Vietnam					
Wake Island*					
INMARSAT—Atlantic Ocean Region (East)	\$16.00	26.67c	N/A	N/A	
INMARSAT—Atlantic Ocean Region (West)	\$16.00	26.67c	N/A	N/A	
INMARSAT—Indian Ocean Region	\$16.00	26.67c	N/A	N/A	
INMARSAT—Pacific Ocean Region	\$16.00	26.67c	N/A	N/A	

Notes:

- Direct dialled Telecom International Calls are charged per second after the first minute. A one minute minimum charge applies to each call.
- All other call types are charged per minute for each minute or part of a minute.
- The per second prices are rounded up to the nearest 0.01 cents for convenience, so the prices actually charged may be slightly less than those shown.
- The price of any call is rounded up to the next whole cent.
- All times are New Zealand local time
- All calls are charged at the rate applying when the call started.
- All answered calls are charged for. An "answered" call includes connection to a facsimile machine, answerphone, or other device which returns a "call answered" signal.
- Prices do not apply to Payphones or telephones connected to the Scott Base Telephone Service.

2.5.2 International Call Specials

Telecom may for promotional purposes from time to time reduce the rate per minute for certain International call charging steps, or for other International charges, for customers with Telecom Residential and Non-residential contracts.

2.5.3 Manual Calls

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

- There is no operator-assistance charge for manual station to station calls and they are charged per second after the first minute. Operator assistance charges and per minute charging apply when other operator services are used.

2.5.4 International Switched Digital Service

The International Switched Digital Service (ISDS) allows customers with an ISDN access to obtain on-demand synchronous 64 kbit/s circuits to overseas destinations which offer a matching ISDN or switched digital service. (See section 1.14 for ISDN access charges)

The call charges for this service are as follows:

COUNTRY	FIRST MINUTE	ADDITIONAL SECONDS
Australia	\$3.60	\$0.06
All Other Countries	\$4.80	\$0.08

Notes:

- Direct Dialed Telecom ISDS calls are charged per second after the first minute. A one minute minimum charge applies to all calls. All other Telecom ISDS calls are charged at the per minute rate for each minute or part of a minute.
- All answered calls are charged for. An "answered" call includes connection to a facsimile machine, or any other device which causes the terminating exchange to return a "call answered" signal.
- All calls using more than one 64kbit/s circuit will be charged for each circuit answered during that call.

2.5.5 WorldNet (Interim International Virtual Private Network, IVPN)

Customers who register for WorldNet are able to incorporate frequently called international destinations into an international private dialling plan unique to that customer. Initially, customers of the interim IVPN service will only be able to register overseas sites in Australia as part of their dialling plan. Other overseas destinations will be added progressively. This service for business customers provides savings on international calls to major users of international telephone service. Telecom also provides management of the network and call analysis. International calls made by WorldNet customers can be divided into three classes depending on the status of the called site.

WorldNet On-net Calls

International traffic originating in one of the customer's New Zealand WorldNet sites directed to one of the customer's Overseas WorldNet sites, i.e., calls to other sites in the network. Usage based discounts apply to WorldNet on-net calls, based on the total amount of traffic (WorldNet on-net calls) in any one month (see table on following page).

WorldNet Off-net Calls

International traffic originating from one of the customer's New Zealand WorldNet sites directed to an overseas destination that has been included in the customer's dialling plan, but which is not part of the same network. WorldNet off-net calls are charged at 8% less than the International rates applying at the time.

Off-net Calls

International traffic originating from one of the customer's New Zealand WorldNet sites directed to any overseas destination other than one of the customer's WorldNet on-net or WorldNet off-net sites. Off-Net calls are charged at 8% less than the International rates applying at the time.

Registration and Establishment Charges

- | | |
|---|-----------|
| ● Establishment Charge | \$1500.00 |
| ● Registration charge per New Zealand WorldNet site | \$100.00 |
| ● Registration charge per Overseas WorldNet site | \$100.00 |
| ● Registration charge per Overseas Off-net site | \$20.00 |

Notes:

- A New Zealand WorldNet site is any customer location in New Zealand connected to WorldNet for which a WorldNet number is allocated in the customer dialling plan.
- An Overseas WorldNet site is a site which is connected to an IVPN of an overseas service provider and is registered as part of the New Zealand customer's WorldNet network.
- An Overseas Off-Net site is a site which is included in the customer's dialling plan but which is not connected to an IVPN of an overseas service provider as a registered site of the same WorldNet network.

Usage Charges

WorldNet On-Net Calls

Customers commit to a minimum number of hours worth of WorldNet on-net calls through the IVPN per month. For this level of calling the customer pays a fixed monthly charge. This charge covers on-going costs associated with the customer's service, as well as the call charge for that minimum time period. The call charge is 10% less than the standard rate. On-net calls over and above the monthly minimum receive discounts off the standard international rates according to usage volumes.

- Minimum monthly charge for an IVPN to Australia \$1200.00
- Additional price benefits applicable to On-Net calls after 15 hours worth of On-Net calls

Total Hours of Calls through the IVPN per month	IVPN call charge for first minute	IVPN call charge per six seconds after the first minute	% below standard International Telephone Call 1-minute charging rates
Over 15 hours and up to and including 35 hours	\$1.26	\$0.13	10%
Over 35 hours and up to and including 70 hours	\$1.23	\$0.14	12%
Over 70 hours and up to and including 100 hours	\$1.22	\$0.13	13%
Over 100 hours	\$1.20	\$0.12	14%

Notes:

- On-Net calls are charged in six second increments after the first minute.
- The per six-second prices are rounded up to the nearest cent for convenience, so the price actually charged may be slightly less than those actually shown.
- The price of any call is rounded up to the nearest cent.
- The IVPN rates above apply at all times to WorldNet customers.

WorldNet Off-Net and Off-Net Charges

WorldNet off-net and Off-net Calls are charged at 8% less than the International Call rates applicable at the time (see section 2.5.1). The conditions applying to ordinary International Telephone Calls apply to WorldNet off-net and Off-net calls. If a WorldNet customer already has a Telecom MOA agreement or other discount plan giving greater savings, this will apply instead of the 8% discount applying to WorldNet Off Net and Off-Net Charges.

Alteration and Reconfiguration Charges

- Alteration charge per site, for changes to extension numbers \$20.00

Note:

This charge covers alteration, addition or removal of numbers from a customer's dialling plan after the initial configuration.

2.6 Scott Base Telephone Service

This section lists all charges for making calls to and from Ross Island, Antarctica. These charges do not apply to calls from public payphones at Scott Base (see section 3).

In addition to the general charging criteria applicable to all calls charged on a per call basis (see section 2.0), the following criteria also apply to calls to and from the Scott Base Telephone Service (SBTS):

- All calls between the SBTS and New Zealand are charged at the same rate regardless of time of day. Economy rates and call specials are not available.
- All calls from the SBTS to the rest of the World are charged at the same rate regardless of the time of the day. Economy rates and call specials are not available.
- All direct dialled calls between the SBTS and ordinary telephones in New Zealand and direct dialled calls from the SBTS to the rest of the world are charged per second after the first minute. A one minute minimum charge applies to each call. All other calls are charged at the per minute rate for each minute or part of a minute.

2.6.1 Scott Base Telephone Service Local Calls

Calls between telephones connected to the Scott Base Telephone Service are considered local calls.

- SBTS local calls no charge

2.6.2 Calls between SBTS and New Zealand**Calls between SBTS and Ordinary Telephones**

- Charge per first minute \$1.40
- Charge per second for additional seconds \$0.024

Notes:

- Economy rates and call specials are not available.
- The per second prices are rounded up to the nearest 0.01 cents for convenience, so the prices actually charged may be slightly less than those shown.
- The price of any call is rounded up to the next whole cent.

2.6.3 Calls from SBTS to the rest of the World

- Charge for first minute \$4.48
- Charge per second for additional seconds \$0.075

Notes:

- Economy rates and call specials are not available.
- The per second prices are rounded up to the nearest 0.01 cents for convenience, so the prices actually charged may be slightly less than those shown.
- The price of any call is rounded up to the next whole cent.

2.6.4 Other Telecom Telephone Services

All other telephone services provided as part of the SBTS on Ross Island are charged the same as those services in New Zealand.

**SECTION 3
PAYPHONES**

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 up 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 3.5. 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	I	H	E

3.3 International Calls from Payphones

International calls can be made from all Payphones. Charges for international calls are given in section 3.5.

3.4 Payphone Calls to/from Ross Island (Scott Base Telephone Service)

Calls to telephones connected to the Scott Base Telephone Service (SBTS) can be made from all payphones. Payphones connected to the SBTS can be used to make local calls, calls to New Zealand and calls to the rest of the World. Charges for these calls are given in section 3.5.

3.5 Tables of Charges from Payphones

3.5.1 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.)

Step	Charging Call 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 and calls to the Scott Base Telephone Service

International Calls and calls to the Scott Base Telephone Service from A/B coinphones must be placed through the operator. Scott Base Telephone Service and international charge steps apply. Customers wishing to know the price of a Scott Base Telephone Service or international call should enquire from the Operator.

3.5.2 Charges for Plessey 2001 and 3001 Payphones

The following table sets out the charges for direct dialled and operator assisted local, national and international calls from Plessey 2001 and 3001 payphones. These are electronic push button coin phones.

Type of Call/ Charging Step	Call Duration In Minutes									
	1	2	3	4	5	6	7	8	9	10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Local Call	0.20	0.40	0.60	0.80	1.00	1.20	1.40	1.60	1.80	2.00
National Calls										
A, B, 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										
Australia	2.20	4.40	6.60	8.80	11.00	13.20	15.40	17.60	19.80	22.00
Pacific Islands	2.80	5.60	8.40	11.20	14.00	16.80	19.60	22.40	25.20	28.00
Major Destina- tions	3.80	7.60	11.40	15.20	19.00	22.80	26.60	30.40	34.20	38.00
All Other Coun- tries	4.40	8.80	13.20	17.60	22.00	26.40	30.80	35.20	39.60	44.00
INMARSAT	18.60	37.20	55.80	74.40	93.00	111.60	130.20	148.80	167.40	186.00
Other Calls SBTS**	2.00	4.00	6.00	8.00	10.00	12.00	14.00	16.00	18.00	20.00

Notes:

- Pacific Islands are: Adelie Terre, Australian Antarctic Bases, Christmas Island, Cocos Island, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Pitcairn Island, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, American Samoa.
- Major Destinations: United Kingdom, USA, Canada, Denmark, Finland, France, Germany, Japan, Hong Kong, Malaysia, Netherlands, Norway, Philippines, Singapore, Sweden, Switzerland.
- INMARSAT refers to calls made through International Maritime Satellite.
- INMARSAT calls must be made collect or transfer charge, or paid for by a Calling Card or Credit Card.
- **SBTS refers to calls to the Scott Base Telephone Service.

3.5.3 Cardphone (Debit Card Payphone 3073) Charges from New Zealand

The Cardphone 3073 is the standard debit card Telecom payphone, which utilises magnetic-strip cards for charging.

Local and National Call Charges

The following table sets out the charges for direct dialled and operator assisted local and national calls from Cardphone 3073 stations in New Zealand.

Type of Call/Charge Step	Standard Rate per Minute or Part of a Minute	Night Rate per Minute or Part of a Minute	Hours When Night Rate Applies
Local Call	\$0.20	N/A	N/A
A, B, C and D	\$0.40	\$0.20	10pm - 7am daily
E, F and G	\$0.80	\$0.40	10pm - 7am daily
H, I and J	\$1.40	\$0.60	10pm - 7am daily
SBTS**	\$2.00	N/A	N/A

International Call Charges

The following table sets out the charges for direct dialled and operator assisted international calls from Cardphone 3073 stations in New Zealand.

Country	Standard Rate Per Minute or Part of a Minute	Economy Rate Per Minute or Part of a Minute	Hours when Economy Rate Applies
Australia			
Pacific Islands			
United Kingdom			
USA and Canada	\$2.20	\$1.40	11pm-8am and all day Saturday
	\$2.80	\$2.00	Midnight to 8am
Major Destina- tions	\$3.80	\$3.00	Midnight to 8am and all day Saturday
	\$3.80	\$3.00	10pm - 8am and all day Sunday
All Other Coun- tries	\$3.80	\$3.00	Midnight to 8am
	\$4.40	N/A	N/A
INMARSAT	\$18.60	N/A	N/A

Notes:

- Pacific Islands are: Adelie Terre, Australian Antarctic Bases, Christmas Island, Cocos Island, Cook Islands, Fiji, Kiribati, Nauru, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Pitcairn Island, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands, Western Samoa, American Samoa.

- Major Destinations: Denmark, Finland, France, Germany, Japan, Hong Kong, Malaysia, Netherlands, Norway, Philippines, Singapore, Sweden, Switzerland.
- INMARSAT refers to calls made through International Maritime Satellite.
- **SBTS refers to calls to the Scott Base Telephone Service.

3.5.4 Cardphone (Debit Card Payphone 3073) Charges from Scott Base

Call Charges

The Cardphone 3073 is the standard debit card Telecom payphone, which utilises magnetic-strip cards for charging.

The following table sets out the charges for calls from Cardphone 3073 stations at Scott Base.

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
Calls to New Zealand	2.00	4.00	6.00	8.00	10.00	12.00	14.00	16.00	18.00	20.00
Calls to Rest of World	5.80	11.60	17.40	23.20	29.00	34.80	40.60	46.40	52.20	58.00

**SECTION 4
SPECIAL SERVICES**

4.1 Integrated Access

Telecom's Integrated Access provides for the bulk delivery of managed network services to the customer's premises through the use of 2Mbit/s links and a flexible multiplexor in the customer's premises. Integrated Access is an alternative network access option available for standard network services.

The range of standard Telecom network services for which an Integrated Access option is available is gradually being extended.

4.1.1 Installation charges

Installation charges will be calculated for each case based on costs (labour and material) which are specific to the customer.

4.1.2 Monthly Access Charges

- Monthly Integrated Access charge

\$2400.00

Note:

This charge applies per integrated Access, not per disaggregated circuits

- Monthly charge per second and subsequent 2 Mbit/s access to same Flexible multiplexor.

As for second
and subsequent
Megalink Access
(See section 5.11)
\$300.00

- Monthly charge per Wideband DDS Circuit. access to the multiplexor

Note:

These charges apply per active interface

4.1.3 Transmission and Other Charges

These charges will be the same as for conventionally accessed circuits, and will apply to the disaggregated circuits.

4.1.4 Alteration and configuration Charges.

Addition of Circuit Access.

The charge for the connection of new circuit accesses to an existing Integrated Access site will be based on the actual costs incurred (labour and materials) but will not be less than \$150.00.

4.1.5. Conversion to Integrated Access.

Where standard connections are being converted to Integrated Access (or vice versa) the normal installation charges for the new accesses will apply.

SECTION 5

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.

5.1 Leased-Circuit Charges—General Principles Charges for dedicated leased services are based on the following 4 principles:

- A once-only installation charge
- Monthly access charges per end of circuit within a local exchange area
- Monthly kilometre charges associated with transmission routes or junction routes. All junction routes are rounded up to the nearest kilometre for charging purposes.
- Charges associated with altering, reconfiguring or moving circuits at the customer's request.

5.1.1 Installation Charges

Installation charges vary, depending on the type of circuit leased, and are charged for each end of the circuit. Installation charges are generally a fixed charge for each type of circuit, but where electronic enhancement of the copper cable is required, or where service to the customer requires an extension to the Telecom networks, a capital contribution from the customer may be required. The size of this contribution will be negotiated between the Telecom Regional Operating Company and the customer.

5.1.2 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.

5.1.3 Monthly Lease Charges

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

5.1.4 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	A	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	C	C	B	Christchurch					
Greymouth	E	E	E	D	D	D	D	D	C	C	B	B	Greymouth				
Timaru	E	E	E	E	D	E	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

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

- Loop Signalling Circuits (L1)—see section 5.5.
- Programme Circuits (P1 only)—see section 5.6.
- Telegraph Circuits (T1-T2)—see section 5.7.

Of these, only T1 and T2 leased-circuit services are available to new customers.

5.1.5 Alteration and Reconfiguration Charges

There are one-off charges for each alteration when a customer requests the alteration, reconfiguring or removal of leased circuits.

External removal of a circuit is defined as the moving of a circuit from one of a customer's premises to another.

Internal removal is defined as the moving of a circuit within the same premises.

Charges will be applied where alteration or reconfiguring of circuits requires a visit to a customer's premises. These charges will be negotiated between the Regional Operating Companies (ROCs) and their customers.

5.1.6 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.

5.2 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 5.3 (Voice-Circuit Service) and 5.4 (Analogue Data Service). There are extra charges for enhancements to this basic service, and these are listed as Other Charges in sections 5.3.6 and 5.4.6.

5.2.1 Monthly Transmission Charges for Analogue Leased Circuits.

Transmission charges for analogue leased circuits are a combination of the Step A to Step E rates which were detailed in section 5.1.4. In general, this means:

- Junction charges apply to circuits or portions of circuits between exchanges in a local-calling area.
- Step A rates apply to circuits or portions of circuits between local calling areas within a Tariff Zone
- Step B to Step E rates apply to circuits or portions of circuits between Tariff Zones

Additionally:

- 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. Junction charges may also apply.
- Circuits between non-adjacent local-calling areas (within a tariff zone) are charged twice the Step A rate. Junction charges may also apply.
- Circuits between tariff zones which do not involve adjacent local-calling areas are charged at the Step B to Step E rates, in addition to any junction or Step A rates which may apply to the intra-zone portions of the circuit.
- Where circuits terminate off exchanges other than the Tariff Zone Centre, some combination of Step A rates will apply, in addition to any inter-zone tariffs which may apply. Junction charges may also 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 — Papakura	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

5.3 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.

5.3.1 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 for 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.

5.3.2 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.

5.3.3 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. For all circuits the following access and junction charges apply:

- Charge per end of circuit for 2-wire circuit (excluding FES) \$40.00
- Charge per end of circuit for 4-wire circuit (excluding FES) \$80.00
- Charge per end of circuit for 6-wire circuit (excluding FES) \$120.00

The access charge for a FES circuit is the local PSTN business line rental applicable to the "foreign" exchange to which the customer is connected. (See section 1.3.1)

- Junction charge per kilometre (4-wire equivalent) \$8.50
- Junction charge per kilometre (6-wire equivalent) \$17.00

Note:

- The junction charge 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 associated with a circuit end where a customer's local exchange is the local-calling area's toll centre or the Tariff Zone Centre.

5.3.4 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 5.1.4 for the charging steps between tariff zones, and section 5.2.1 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.
- All new circuits provided after the 1st October 1991 will be charged at the 2-wire transmission rate.
- Where junction circuits are provided in conjunction with transmission link, Telecom at its discretion may waive the first 10 km of junction charges.

5.3.5 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 customer's request \$45.00
- Charge per circuit/per site for exchange work at the customer's 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.

5.3.6 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

5.4 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.

5.4.1 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
- Charge per splitter/combiner for installation \$150.00

5.4.2 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.

5.4.3 Monthly Access Charges

- Charge per end of circuit for A1 circuits \$40.00
- Charge per end of circuit for A2 circuits \$80.00
- Charge per end of circuit for A3 circuits \$80.00
- 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.

- Charge per splitter/combiner \$45.00

5.4.4 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

5.4.5 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's request \$140.00
- Jumpering charge, per site, for redirecting existing A2 circuits within the exchange, at the customer's request \$140.00
- Jumpering charge, per site, for redirecting existing A3 circuits within the exchange, at the customer's request \$190.00

Note: Telecom may at its discretion waive part of the alteration and reconfiguration charge. Instead the charge will be based on actual costs involved in providing the service.

5.4.6 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

5.4.7 Chatham Islands Data Service

The Chatham Islands Data Service is an analogue leased circuit service available only between the Chatham Islands and the New Zealand mainland.

Services available are three analogue/data-type services of 300 bit/s, 1200 bit/s and 2400 bit/s, and telegraph services at three speeds (50 baud, 75 baud and 100 baud). The services are known as A300, A1200 and A2400 and T50, T75 and T100 respectively (corresponding to the speeds available).

The New Zealand mainland termination point for the Chatham Islands link is Christchurch; circuits beyond Christchurch incur an additional transmission charge.

Multipoint options are not available for these services. All services offered are subject to the limitations of the statistical multiplexor and the satellite transmission system, and are dependent on meteorological conditions for availability.

Installation

Installation charges in the Chatham Islands will be based on actual costs (time and materials). Other installations will be charged the Analogue Data Services (A2) prices applying at the time of installation.

Access

Access charges cover both modem rental and access to the exchange at one end.

Access per end per month:

- A300, A1200 and A2400 \$180.00
- T50, T75 and T100 \$180.00

Note:

There are no distance surcharges for these services.

Transmission

Transmission charges for the the link between Chatham Islands and Christchurch per month:

- A300 \$500.00
- A1200 \$600.00
- A2400 \$900.00
- T50, T75 and T100 \$500.00

Transmission charges for the link between Christchurch and the customer site per month:

Charges for all services are the same as the Analogue Data Service (A1 and A2) transmission charges. (See Section 5.4.4)

Note:

Junction surcharges will apply where access is required between exchanges within a local calling area at the New Zealand end.

Other Charges

Alterations and all other charges will be based on time and materials associated with the work involved.

5.5 Loop Signalling Service (L1)

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

An alternative Alarm Transport Service (ATS) is planned as a replacement of the Loop Signalling Service. Intending customers should contact their local Telecom office.

5.5.1 Installation Charge

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

5.5.2 Monthly Access Charges

- Charge per end of circuit from 1 August 1992 \$22.00
- Charge per end of circuit from 1 November 1992 \$40.00
- 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.

5.5.3 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.

5.5.4 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 customer's request \$45.00

5.5.5 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

5.6 Programme Circuits (P1, 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 an urban area (as described in note to Section 5.6.3), the following tariffs for Programme Circuits only apply on the routes listed below:

Auckland — Whangarei

Auckland—Hamilton

Christchurch—Timaru

Hamilton—Rotorua

Hamilton—Tauranga

Hamilton—Palmerston North

Hamilton—Wellington

Napier—Hastings

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.

Note:

P1 circuits (7.5 kHz) are no longer available to new customers.

5.6.1 Installation Charges

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

5.6.2 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
● Charge per end of circuit for P1 circuits		\$33.00

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
● Charge per end of circuit for P1 circuits		\$33.00

P1 circuits have an additional kilometre charge applied to the access charge if the access end of a circuit is over 5 kilometres in length:

● Charge per kilometre after first five kilometres		\$33.00
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5.6.3 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 (Bi)	\$64.00	\$2450.00	\$2770.00	\$3080.00	\$3550.00	\$4800.00
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.

Programme Circuits (P1): Monthly Transmission Charges

20-30 km	\$560.00
31-40 km	\$750.00
41-50 km	\$875.00
51-70 km	\$935.00
71-90 km	\$1145.00
91-110 km	\$1325.00
111-130 km	\$1510.00
131-200 km	\$1685.00
201-300 km	\$1985.00
301-500 km	\$2370.00
501-800 km	\$3045.00
801+ km	\$3510.00

Note:

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

5.6.4 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

5.6.5 Other Charges

Studio to Transmitter Links

Studio to transmitter radio 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

5.7 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

5.7.1 Installation Charges

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

5.7.2 Monthly Access Charges

- Charge per end of circuit for T-type Circuits (from 1 June 1992) \$22.00
- Charge per end of circuit for T-type Circuits (from 1 October 1992) \$40.00
- 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.

5.7.3 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

	T1/T2	T3
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.

5.7.4 Alteration and Reconfiguration Charges

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

5.7.5 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., 60% of the monthly charge).

Reconnection Charge

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

5.8 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, 19.2 kbit/s (effective 1 May 1991), 48 kbit/s, 64 kbit/s (effective 1 August 1991) and 128 kbit/s (effective 1 November 1991). (This is also available with analogue access at all speeds except 19.2 kbit/s, 48 kbit/s, 64 kbit/s and 128 kbit/s.)
- The Wideband Digital Data Service is a managed service with bandwidth available in multiples of 64 kbit/s channels.
- A 2 Mbit/s service, which is an unmanaged service and is known as Megalink.

All digital leased circuits except Megalink are provided over the Digital Services Transmission Network. The various charges for each type of digital leased-circuit are given in sections 5.9, 5.10 and 5.11.

5.9 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, 19.2 kbit/s, 48 kbit/s, 64 kbit/s and 128 kbit/s digital. An analogue access option is available at speeds of 2.4 kbit/s, 4.8 kbit/s and 9.6 kbit/s. The analogue access service is provided to allow connection to the Digital Data Service, beyond the normal range of the digital network.

Note:

Initial availability of 19.2 kbit/s, 64 kbit/s and 128 kbit/s service may be restricted.

Charges for DDS are comprised of three main components, one-off installation charges, monthly access charges and monthly transmission charges. 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). In the case of Multistream access, the interface to the customer's DTE is a Multiple Network Terminating Unit (MTU).

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.

5.9.1 Installation Charges**Digital and/or Analogue Installation Charges**

- Charge per NTU for new connection or installation for 2.4 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for 4.8 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for 9.6 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for digital 19.2 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for digital 48 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for digital 64 kbit/s circuit \$1680.00
- Charge per NTU for new connection or installation for digital 128 kbit/s circuit \$1680.00
- Charge per MTU for new connection or installation \$1680.00
- Charge per NTU for conversion of a standard DDS circuit to a M-DDS circuit \$320.00

Notes:

- The initial installation fee covers the provision of the MTU, access to the Telecom network and all circuit interfaces activated at that time.
- Analogue access is not possible for 19.2 kbit/s circuits, 48 kbit/s, 64 kbit/s, 128 kbit/s circuits or for Multistream access.
- Where it is necessary to extend the Telecom network (which includes the lead-in to the customer's premises) to provide service, additional charges may apply. These charges will be based on the actual costs involved in providing the service.
- Telecom may, at its discretion, waive part of the installation charge when four or more circuits are to be installed in the same customer premises at the same time.

- Charge per installation for installation of additional circuits on an existing MTU minimum charge \$150.00

Note:

The charge will be based on actual costs involved (labour & materials) but will not be less than \$150.00.

5.9.2 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.

Standard Digital Access Charges

- Charge per end of circuit for standard digital 2.4 kbit/s \$160.00
- Charge per end of circuit for standard digital 4.8 kbit/s \$170.00
- Charge per end of circuit for standard digital 9.6 kbit/s \$190.00
- Charge per end of circuit for standard digital 19.2 kbit/s \$300.00
- Charge per end of circuit for standard digital 48 kbit/s \$330.00
- Charge per end of circuit for standard digital 64 kbit/s \$650.00
- Charge per end of circuit for standard digital 128 kbit/s \$800.00

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 \$80.00

plus

- Additional charge for analogue conversion \$160.00

This gives monthly access charges for analogue links of:

- Charge per end of circuit for analogue 2.4 kbit/s \$400.00
- Charge per end of circuit for analogue 4.8 kbit/s \$410.00
- Charge per end of circuit for analogue 9.6 kbit/s \$430.00

Note:

Analogue access is not available for other speeds or for Multistream access.

Multistream Access

The Multistream access service enables a number of low speed circuits (2.4 kbit/s, 4.8 kbit/s or 9.6 kbit/s) to be multiplexed onto a 48kbit/s link between the customer's site and the nearest DSTN Terminal Centre.

Multistream access charges apply to the Multistream access and to the circuits multiplexed on to the 48kbit/s stream.

- Charge per Multistream access \$350.00
(Each Multistream access provides up to 48 kbit/s capacity.)
- Charge per Multistream Circuit access \$65.00
(Charged for each low speed circuit accessing the Multiplexer)

Asynchronous-Service Access Charges

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

- Additional charge per NTU for asynchronous service \$20.00
(analogue or digital, 2.4kbit/s — 9.6kbit/s)
- Additional charge per NTU for asynchronous service \$35.00
(digital only) at 19.2kbit/s
- Additional charge per Multistream Circuit access for Asynchronous Service \$20.00
(digital only — 2.4kbit/s to 9.6kbit/s)

Note:

Multistream accesses cannot be used for the remote end of Asynchronous Multipoint circuits.

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 19.2 kbit/s (48 kbit/s, 64 kbit/s and 128 kbit/s multipoint 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 5.12.2 above). As well, there is a multipoint surcharge that applies to the tributary ends of the circuits:

- Multipoint surcharge per end of 2.4kbit/s circuit \$40.00
- Multipoint surcharge per end of 4.8kbit/s circuit \$45.00
- Multipoint surcharge per end of 9.6kbit/s circuit \$60.00
- Multipoint surcharge per end of 19.2kbit/s circuit \$90.00

Standard Digital Access

This gives the following digital charges for multipoint circuits:

- Charge per end of circuit for digital 2.4 kbit/s \$200.00
- Charge per end of circuit for digital 4.8 kbit/s \$215.00
- Charge per end of circuit for digital 9.6 kbit/s \$250.00
- Charge per end of circuit for digital 19.2 kbit/s \$390.00

Multistream Access

This gives the following charges for Multistream multipoint circuit accesses:

- Charge per Multistream tributary multipoint access for digital 2.4 kbit/s \$105.00
- Charge per Multistream tributary multipoint access for digital 4.8 kbit/s \$110.00
- Charge per Multistream tributary multipoint access for digital 9.6 kbit/s \$125.00
- Charge per Multistream control end multipoint access for digital 2.4 kbit/s, 4.8 kbit/s, 9.6 kbit/s \$65.00

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 \$440.00
- Charge per end of circuit for analogue 4.8 kbit/s \$455.00
- Charge per end of circuit for analogue 9.6 kbit/s \$490.00

5.9.3 Monthly Transmission Charges

Transmission charges are the same for the digital part of both point-to-point circuits and multipoint circuits. Additional transmission charges may apply to any analogue access legs. For details of the transmission charging steps, see the table in section 5.1.4.

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 Pricing 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
19.2 kbit/s	\$110.00	\$140.00	\$300.00	\$500.00	\$800.00	\$1060.00
48 kbit/s	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00
64 kbit/s	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00
128 kbit/s	\$480.00	\$620.00	\$1220.00	\$2280.00	\$3640.00	\$4520.00

Note:

For multipoint circuits, and circuits with the DDS Redirection option, 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 digital portion of the circuit.

5.9.4 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 circuit 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 circuit change of speed charge.

- Change of speed from any existing service to 19.2 kbit/s, 64kbit/s and 128 kbit/s same as installation of new service (Including Wideband DDS)

- Internal and External Removal, minimum charge \$150.00

Note:

The charge will be based on the actual costs involved (labour and materials), but will not be less than \$150.00.

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

Note:

Where diversion of the data stream requires a visit to the customer's 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 at the following speeds. 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

5.9.5 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 customer's premises required) \$80.00

Note:

Where reconnection or disconnection of the data stream requires a visit to the customer's premises, the charge will be based on the actual costs involved. This charge will include, for example, labour materials and travelling time, and will not be less than \$80.00.

Restrapping and Change-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, materials and travelling time.

5.10 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 channels.

5.10.1 Installation Charges

The installation charge is independent 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.

5.10.2 Monthly Access Charges**Standard Access**

Access charges for Wideband DDS are composed of three charges. The monthly access charge is not based on the length of the access circuit.

- Charge for Wideband DDS service delivery point at a customer's premises \$500.00
(This is a fixed charge regardless of the quantity and number of similar links at the service delivery point)

Plus

- Charge for each Wideband DDS \$530.00

(Each link with a capacity of 2Mbit/s of 30 64Kbit/s links)

Plus

- Charge per 64kbit/s \$34.00

(a minimum charge as for 10 64kbit/s circuits will apply)

5.10.3 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 Corporate Pricing 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	\$1392.00	\$1798.00	\$3538.00	\$6612.00	\$10556.00	\$13108.00
7	\$1500.00	\$2046.00	\$4026.00	\$7524.00	\$12012.00	\$14916.00
8	\$1500.00	\$2294.00	\$4514.00	\$8436.00	\$13468.00	\$16724.00
9	\$1500.00	\$2542.00	\$5002.00	\$9348.00	\$14924.00	\$18532.00
10	\$1500.00	\$2790.00	\$5490.00	\$10260.00	\$16380.00	\$20340.00
11	\$1500.00	\$3022.50	\$5947.50	\$11115.00	\$17745.00	\$22035.00
12	\$1500.00	\$3255.00	\$6405.00	\$11970.00	\$19110.00	\$23730.00
13	\$1500.00	\$3487.50	\$6862.50	\$12825.00	\$20475.00	\$25425.00
14	\$1500.00	\$3720.00	\$7320.00	\$13680.00	\$21840.00	\$27120.00
15	\$1500.00	\$3952.50	\$7777.50	\$14535.00	\$23205.00	\$28815.00
16	\$1500.00	\$4185.00	\$8235.00	\$15390.00	\$24570.00	\$30510.00
17	\$1500.00	\$4417.50	\$8692.50	\$16245.00	\$25935.00	\$32205.00
18	\$1500.00	\$4650.00	\$9150.00	\$17100.00	\$27300.00	\$33900.00
19	\$1500.00	\$4882.50	\$9607.50	\$17955.00	\$28665.00	\$35595.00
20	\$1500.00	\$5115.00	\$10065.00	\$18810.00	\$30030.00	\$37290.00
21	\$1500.00	\$5347.50	\$10522.50	\$19665.00	\$31395.00	\$38985.00
22	\$1500.00	\$5580.00	\$10980.00	\$20520.00	\$32760.00	\$40680.00
23	\$1500.00	\$5812.50	\$11437.50	\$21375.00	\$34125.00	\$42375.00
24	\$1500.00	\$6045.00	\$11895.00	\$22230.00	\$35490.00	\$44070.00
25	\$1500.00	\$6277.50	\$12352.50	\$23085.00	\$36855.00	\$45765.00
26	\$1500.00	\$6510.00	\$12810.00	\$23940.00	\$38220.00	\$47460.00
27	\$1500.00	\$6510.00	\$13267.50	\$24795.00	\$39585.00	\$49155.00
28	\$1500.00	\$6510.00	\$13725.00	\$25650.00	\$40950.00	\$50850.00
29	\$1500.00	\$6510.00	\$14182.50	\$26505.00	\$42315.00	\$52545.00
30	\$1500.00	\$6510.00	\$14640.00	\$27360.00	\$43680.00	\$54240.00

5.10.4 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.

5.10.5 Other Charges

Temporary Lease

There are no temporary leases available with Wideband DDS.

Minimum Lease Period

The minimum lease period for Wideband DDS is 6 months.

5.11 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.

5.11.1 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.

5.11.2 Monthly Access Charges

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

- Monthly charge for the Megalink service delivery point at a customer's premises \$500.00
(This is a fixed charge regardless of the quantity and number of links ending at the service delivery point)
- Monthly charge per Megalink access \$1200.00

5.11.3 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 Pricing Manager.

Where both ends of a Megalink circuit terminate off the same exchange, there are no transmission charges. For this purpose, Airedale Street and Mayoral Drive exchanges in Auckland, Wellington and Courtenay Place exchanges in Wellington, and Riccarton and Christchurch exchanges in Christchurch are treated as one exchange.

Megalink: Monthly Transmission Charges

City Step	Step A	Step B	Step C	Step D	Step E
\$1500.00	\$6510.00	\$14,640.00	\$27,360.00	\$43,680.00	\$54,240.00

5.11.4 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.

5.11.5 Other Charges

Temporary Lease

There are no temporary leases available with Megalink.

Minimum Lease

The minimum lease period for Megalink is 6 months.

5.12 Metropolitan Digital Data Service

The Metropolitan Digital Data Service is a digital transmission service based on the standard DDS service. It is currently available only in the local calling areas of Auckland, Hamilton, Palmerston North, Wellington and Christchurch.

Metropolitan Digital Data Service is available at speeds of 2.4 kbit/s, 4.8 kbit/s, 9.6 kbit/s, 48 kbit/s digital.

Charges for Metropolitan DDS are comprised of two main components, one-off installation charges and monthly access charges. There are no additional transmission charges or multipoint surcharges.

5.12.1 Installation Charges

Digital Installation Charges

- Charge per NTU for new connection or installation for 2.4 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for 4.8 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for 9.6 kbit/s circuit \$420.00
- Charge per NTU for new connection or installation for digital 48 kbit/s circuit \$420.00

Note:

- Where it is necessary to extend the Telecom network (which includes the lead-in to the customer's premises) to provide service, additional charges may apply. These charges will be based on the actual costs involved in providing the service.
- Telecom may, at its discretion, waive part of the installation charge when a large number of circuits are to be installed in the same customer premises at the same time. However, the charge will not be less than the standard charge for a single installation at that site.

5.12.2 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.

Standard Digital Access Charges

- Charge per end of circuit for standard digital 2.4 kbit/s \$140.00
- Charge per end of circuit for standard digital 4.8 kbit/s \$140.00
- Charge per end of circuit for standard digital 9.6 kbit/s \$140.00
- Charge per end of circuit for standard digital 48 kbit/s \$225.00

Note:

Analogue access is not available for Metropolitan DDS.

Asynchronous-Service Access Charges

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

- Additional charge per NTU for asynchronous service 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 10 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 multipoint service is not available).

Access Charges

Charges are the same as for Point to Point services.

5.12.3 Alteration and Reconfiguration Charges

As for Standard DDS.

5.12.4 Other Charges

As for Standard DDS.

5.12.5 Conversion Charges

Where Standard DDS is converted to Metropolitan DDS, or vice versa, a conversion charge applies.

- Charge per NTU for conversion of a standard DDS circuit to a M-DDS circuit \$320.00
- Charge per NTU for conversion of a M — DDS circuit to a standard DDS circuit \$320.00

5.13 Dedicated Voice Services

Telecom's Dedicated Voice Services provide a dedicated circuit linking two locations together for voice traffic. The ends of the circuit can either both be situated within the same local calling area (for example both ends in the Wellington local calling area) or they can be in different local calling areas (for example one end in the Wellington local calling area and the other in the Auckland local calling area).

The specific voice services are

- PBX Tieline Service (see section 5.13.2)
- Metrolink Service (see section 5.13.3)
- Distant and Remote PBX Extension Services (see section 5.13.4)
- Shutdown/Ringdown Service (see section 5.13.5)

A range of access options and interfaces is available for these services, including a purely digital interface for PBX Tielines and Metrolink Service — Digital Voice Access (see section 5.13.1). The following information on Digital Voice Access (section 5.13.1) applies to all PBX Tielines and Metrolink Service circuits.

5.13.1 Digital Voice Access

Digital Voice Access (also known as Fractional E1) is an access option which enables a range of Telecom Network Services to be provided via a single 2 Mbit/s digital interface. As Digital Voice Access is an access option only, it is only sold in conjunction with another Telecom network service. There are no transmission or usage charges associated with Digital Voice Access as these are charged in conjunction with individual network services.

Public Switched Telephone Network (PSTN) Access via Digital Voice Access

Standard PSTN telephone trunks can be provided in conjunction with other Dedicated Voice Services over a Digital Voice Access. PSTN access is from the central exchanges in the main centres.

These exchanges are:

- Airedale Street
- Mayoral Drive
- Remuera
- Hamilton Central
- Frankton (from late 1992)
- Palmerston North
- Wellington Central
- Courtenay Place
- Lower Hutt
- Christchurch
- Riccarton
- Dunedin (from late 1992)

PSTN access is only available when provided in conjunction with other Dedicated Voice Services. See Sections 5.13.2 to 5.13.5.

The usual charges and conditions for the Digital Voice Access apply (see below), and the access charge per PSTN trunk is the same as the standard line rental charge for business customers (see Section 1.3.1 Business Rates). Charges for other PSTN services also apply (see Sections 1 and 2).

Installation Charges

The installation charge is independent 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.

- Charge, per channel, for additional channels added to an existing Digital Voice Access \$150.00

Note:

No additional installation charges are charged for channels configured with the initial installation of the Digital Voice Access.

Monthly Access Charges

Access charges for Digital Voice Access are composed of three charges.

- Charge for the Digital Voice Access service delivery point at a customer's premises \$500.00

(This is a fixed charge regardless of the quantity and number of similar links at the service delivery point)

Plus

- Charge for each Digital Voice Access link \$350.00
(Each link with a capacity of 2 Mbit/s or 30 64 kbit/s channels)

Plus

- Charge per 64 kbit/s channel as per charge for each individual service
(A minimum charge of \$34.00 per channel will apply. Customers are required to pay for a minimum of 10 channels)

Alteration and Reconfiguration Charges

All alteration charges to a Digital Voice Access which require a site visit will be based on the actual costs involved. They will include, for example, labour, materials and travelling time.

Other Charges**Temporary Lease**

There is no temporary lease available with Digital Voice Access

Minimum Lease

The minimum lease period for Digital Voice Access is 6 months.

5.13.2 PBX Tieline Service

A dedicated link between two PBXs enabling rapid calling between extensions on both PBXs.

Installation Charges**Analogue Access**

- Charge per end for a 4-wire Voice Band Access \$420.00
- Charge per end for a 4-wire and E&M Access \$420.00

Digital Voice Access

Charges for installation for Digital Voice Access are listed in section 5.13.1.

Signalling Conversion and Conditioning Equipment Charges

Where E&M signalling is required or special conditioning is needed to meet the customer's requirements, extra signalling conversion and/or conditioning equipment may need to be installed in a customer's premises. To meet the extra costs in providing this equipment in a customer's premises there will be an additional installation charge based on actual costs involved. They will include, for example, labour, materials and travelling time.

Extended Area Installation Charges

In cases where additional electronic enhancement is required in the local access to provide the required service to the customer (typically for distances greater than 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

Monthly Access Charges

- Charge per end for 4-wire Voice Band Access \$80.00
- Charge per end for 4-wire and E&M Access \$120.00
- Charge per end for Digital Voice Access (per channel) \$34.00

Plus: Monthly charges for Digital Voice Access service delivery point (one per site) and Digital Voice Access link(s), (see section 5.13.1)

Monthly Transmission Prices

All PBX Tieline circuits incur a transmission charge which covers the costs of the link between the terminal centres to which the customer's circuit ends connect.

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 Sales 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 Sales, subject to the agreement of the Telecom Pricing Manager.

Monthly Transmission Charges (per individual circuit)

	City Step	Step A	Step B	Step C	Step D	Step E
Charge	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00

Where channel associated signalling is used (in time slot 16), there are no additional transmission charges for transporting the signalling. Where the entire signalling channel has to be transported intact through the network for a common channel or proprietary signalling protocol (irrespective of the number of channels used) additional transmission charges for the appropriate step will apply.

Alteration and Configuration Prices

- External Removal charge per end for 4-wire Voice Band Access same as installation
- External Removal charge per end for 4-wire and E&M Access same as installation
- External Removal charge per channel to redirect PBX Tielines to existing Digital Voice Access same as

- | | |
|--|--|
| | installation for additional channel connected to a DVA |
| ● Internal Removal charge per end (alterations to internal cabling only) | \$60.00 |
| ● Charge for Reconnection | \$140.00 |

Other Charges

Charges for other alterations and adjustments to customer circuits will be based on actual costs involved. They will include, for example, labour, materials and travelling time.

5.13.3 Metrolink Service

A leased service that provides normal switched telephone service in a remote exchange area. This service will eventually supersede the Foreign Exchange service (see section 1.9 and 5.3) for new customers.

Installation Charges**Analogue Access**

- | | |
|---|----------|
| ● Charge per end for a 2-wire analogue access | \$420.00 |
| ● Charge per end for a 4-wire and E&M Access | \$420.00 |

Digital Voice Access

Charges for installation for Digital Voice Access are listed in section 5.13.1.

Signalling Conversion and Conditioning Equipment Charges

Where E&M signalling is required or special conditioning is needed to meet the customer's requirements, extra signalling conversion and/or conditioning equipment may need to be installed in a customer's premises. To meet the extra costs in providing this equipment in a customer's premises there will be an additional installation charge based on actual costs involved. They will include, for example, labour, materials and travelling time.

Extended Area Installation Charges

In cases where additional electronic enhancement is required in the local access to provide the required service to the customer (typically for distances greater than 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

Monthly Access Charges

- | | |
|---|----------|
| ● Charge per end for 2-wire analogue access | \$60.00 |
| ● Charge per end for 4-wire and E&M Access | \$140.00 |
| ● Charge per end for Digital Voice Access (per channel) | \$60.00 |

Plus: Monthly charge for Digital Voice Access (see section 5.13.1)

Monthly Transmission Prices

All Metrolink Service circuits incur a transmission charge which covers the costs of the link between the terminal centres to which the customer's circuit ends connect.

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 Sales 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 Sales, subject to the agreement of the Telecom Pricing Manager.

Monthly Transmission Charges (per individual circuit)

	City Step	Step A	Step B	Step C	Step D	Step E
Charge	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00

Call Charges

Calls which are made using a Metrolink connection are charged at the rates applicable to calls from business telephones connected to the "foreign" exchange.

Alteration and Reconfiguration Prices

- | | |
|---|---|
| ● External Removal charge per end for 2-wire analogue access | same as installation |
| ● External Removal charge per end for 4-wire and E&M Access | same as installation |
| ● External Removal charge per channel to redirect Metrolink Circuits to existing Digital Voice Access | same as installation for an additional channel connected to a DVA |
| ● Internal Removal charge per end (alterations to internal cabling only) | \$60.00 |
| ● Charge for Reconnection | \$140.00 |

Other Charges

Charges for other alterations and adjustments to customer circuits will be based on actual costs involved. They will include, for example, labour, materials and travelling time.

5.13.4 Distant and Remote PBX Extension Service

Distant PBX Extension Service: A dedicated voice link between a PBX and a distant extension telephone, within the same local calling area. Usually, both the PBX and the extension telephone will be connected to the same Telecom Terminal Centre, or to Telecom Terminal Centres located less than 25 km apart.

Remote PBX Extension Service: A dedicated voice link between a PBX and a remote extension telephone — typically when the PBX and the extension telephone connected to different local calling areas.

Installation Charges

- Charge per end for a 2-wire analogue access for Distant PBX extensions \$210.00
- Charge per end for a 2-wire analogue access for Remote PBX extensions \$420.00

Signalling Conversion and Conditioning Equipment Charges

Where special conditioning is needed to meet the customer's requirements, extra conditioning equipment may need to be installed in a customer's premises. To meet the extra costs in providing this equipment in a customer's premises there will be an additional installation charge based on actual costs involved. They will include, for example, labour, materials and travelling time.

Extended Area Installation Charges

In cases where additional electronic enhancement is required in the local access to provide the required service to the customer (typically for distances greater than 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

Monthly Access Charges

- Charge per end for 2-wire analogue access for Distant and Remote PBX extensions \$40.00

Monthly Transmission Prices

All Remote PBX Extension circuits incur a transmission charge which covers the costs of the link between the terminal centres to which the customers circuit ends connect.

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 Sales 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 Sales, subject to the agreement of the Telecom Pricing Manager.

Monthly Transmission Charges (per individual circuit for Remote PBX Extensions)

	City Step	Step A	Step B	Step C	Step D	Step E
Charge	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00

Monthly Transmission Charges (per individual circuit for Distant PBX Extensions)

Distant PBX Extensions do not incur a transmission charge as both ends of these circuits terminate on the same, or closely located Telecom Terminal Centres. Distant PBX Extensions may incur a per-kilometre junction charge if access is required between two exchanges in the same Telecom local calling area.

- Junction charge per kilometre (Distant PBX Extensions only) \$8.50

Alteration and Reconfiguration Prices

- External Removal charge per end for 2-wire Distant and Remote PBX Extensions same installation as
- External Removal charge per end for 4-wire and E&M Access same as installation
- Internal Removal charge per end (alterations to internal cabling only) \$60.00
- Charge for Reconnection \$140.00

Other Charges

Charges for other alterations and adjustments to customer circuits will be based on actual costs involved. They will include, for example, labour, materials and travelling time.

5.13.5 Shoutdown and Ringdown Service

A dedicated link between two telephones. Calls are established instantaneously when either handset is lifted.

A ringdown generates ringing at the distant end while a speakdown provides a permanent speech path, typically to a loud speaking telephone.

Installation Charges

- Charge per end for a 2-wire analogue access \$420.00

Signalling Conversion and Conditioning Equipment Charges

Where special conditioning is needed to meet the customer's requirements, conditioning equipment may need to be installed in a customer's premises. To meet the extra costs in providing this equipment in a customer's premises there will be an additional installation charge based on actual costs involved. They will include, for example, labour, materials and travelling time.

Extended Area Installation Charges

In cases where additional electronic enhancement is required in the local access to provide the required service to the customer (typically for distances greater than 10 km), a capital contribution will be charged. The capital contribution will be negotiated between Telecom's Regional Operating Companies and the customer.

Monthly Access Charges

- Charge per end for a 2-wire analogue access \$40.00

Monthly Transmission Prices

All Shoutdown and Ringdown circuits incur a transmission charge which covers the costs of the link between the terminal centres to which the customers circuit ends connect.

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 Sales 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 Sales, subject to the agreement of the Telecom Pricing Manager.

Monthly Transmission Charges (per individual circuit)

	City Step	Step A	Step B	Step C	Step D	Step E
Charge	\$240.00	\$310.00	\$610.00	\$1140.00	\$1820.00	\$2260.00

Alteration and Reconfiguration Prices

- External Removal charge per end for a 2-wire analogue access same as installation
- Internal Removal charge per end (alterations to internal cabling only) \$60.00
- Charge for Reconnection \$140.00

Other Charges

Charges for other alterations and adjustments to customer circuits will be based on actual costs involved. They will include, for example, labour, materials and travelling time.

SECTION 6

INTERNATIONAL LEASED CIRCUIT SERVICES

This section gives the charges for all Telecom leased-circuit services available from New Zealand and Scott Base to other countries. All international leased-circuit services are subject to the standard terms and conditions for the International Leased Service. Special terms and conditions also apply to Analogue Voice/Data Circuit service, SKYSTREAM Service, TASTREAM Service and Antarctic Skystream service. These special terms and conditions are available from the local Telecom ROC office.

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

6.1 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 5.4).

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.
- 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).

6.1.1 Installation Charges

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

6.1.2 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 New Zealand International Limited.

6.2 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).

6.2.1 Installation Charges

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

6.2.2 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 New Zealand International Limited.

6.3 Standard SKYSTREAM Service (Digital Satellite Service)

The Standard SKYSTREAM Service is a digital satellite service available to Australia, Hong Kong, Japan, Singapore and the USA which is provided under Telecom's standard provisioning arrangements of the "Telecom Contract for Telecom SKYSTREAM Service."

Telecom's Standard SKYSTREAM Service provides a half-circuit designed for full duplex operation.

Note:

A half-circuit means a leased circuit which is established between the customer's service delivery point or points within New Zealand and a point of electrical interface with transmission facilities under the jurisdiction of an overseas telecommunications organisation.

There are 5 International Service Access Points which are located within the Auckland, Hamilton, Palmerston North, Wellington and Christchurch "City Step" tariff zones for Telecom's Digital Data Service (DDS). Provided the customer's Service Delivery Point lies within any one of the above tariff zones, the monthly lease charges listed here include the price of a single local access circuit from the customer's Service Delivery Point to the nearest International Service Access Point. Customers who require more than one local access circuit or who require service to be delivered to points outside of the five "City Step" tariff zones will be charged standard DDS charges for the additional access circuits and extensions. (see section 5.9.2 and 5.9.3)

6.3.1 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 384 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

All upgrade, alteration and reconfiguration charges, such as speed changes, will be charged actual costs (including labour, materials, overhead and travelling time).

6.3.2 Monthly Lease Charges

Charges for standard SKYSTREAM Service are payable monthly. The service is available either for specified minimum contract periods, or on a cheaper longer-term contract basis.

Charges for SKYSTREAM 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 SKYSTREAM Services Leased for Longer-Term Contracts:

Price concessions are available for longer term contracts. Customers should enquire at their local Telecom ROC office for the applicable rates.

6.3.3 Special SKYSTREAM Service

Where a customer's requirement cannot be met by Standard SKYSTREAM Service, Telecom may offer a Special SKYSTREAM Service. Special SKYSTREAM Service is usually offered in response to a need for non-standard data rates, overseas destinations, non-standard satellite facilities, overseas telecommunication administrations and their earth satellite station facilities, hours of operation of the service or non-standard transmission modes.

Prices other than those listed in Section 6.3 may apply in cases where Special SKYSTREAM Service is provided. Customers should enquire at their local Telecom ROC office.

6.4 TASTREAM Service (Digital Cable service to Australia)

TASTREAM Service is a digital cable service to Australia which is provided under Telecom's standard provisioning arrangements of the "Telecom Contract for Telecom TASTREAM Service."

Telecom's TASTREAM Service provides a half-circuit designed for full duplex operation.

There are 5 International Service Access Points which are located within the Auckland, Hamilton, Palmerston North, Wellington and Christchurch "City Step" tariff zones for Telecom's Digital Data Service (DDS). Provided the customer's Service Delivery Point lies within any one of the above tariff zones, the charges listed here include the price of a single local access circuit from the customer's Service Delivery Point to the nearest International Service Access Point. Customers who require more than one local access circuit or who require service to be delivered to points outside of the five "City Step" tariff zones will be charged standard DDS charges for the additional access circuits and extensions. (see section 5.9.2 and 5.9.3)

Note:

A half-circuit means a leased circuit which is established between the customer's service delivery point or points within New Zealand and a point of electrical interface with transmission facilities under the jurisdiction of an overseas telecommunications organisation.

6.4.1 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
● Charge for installation of a 512 kbit/s circuit	\$5000.00

All upgrade, alteration and reconfiguration charges, such as speed changes, will be charged actual costs (including labour, materials, overhead and travelling time).

6.4.2 Monthly Lease Charges

Charges for standard TASTREAM Service are payable monthly. The service is available either for specified minimum contract periods, or on a cheaper longer-term contract basis.

Charges for TASTREAM 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	\$10900.00
● Charge for 56 kbit/s service	3 months	\$10900.00
● Charge for 64 kbit/s service	3 months	\$10900.00
● Charge for 128 kbit/s service	6 months	\$18500.00
● Charge for 192 kbit/s service	6 months	\$25200.00
● Charge for 256 kbit/s service	6 months	\$31100.00
● Charge for 384 kbit/s service	6 months	\$40300.00
● Charge for 512 kbit/s service	6 months	\$49300.00

Charges for TASTREAM Services Leased for Longer-Term Contracts

Price concessions are available for longer term contracts. Customers should enquire at their local Telecom ROC office for the applicable rates.

6.5 Antarctic SKYSTREAM Service (Digital Satellite Service)

The Antarctic SKYSTREAM Service is a digital satellite service available from Scott Base to New Zealand and other Pacific destinations and is provided under Telecom's standard provisioning arrangements of the "Telecom Contract for Telecom Antarctic SKYSTREAM Service."

Telecom's Antarctic SKYSTREAM Service provides a half-circuit designed for full duplex operation.

Note:

With respect to Antarctic SKYSTREAM Service only, a half-circuit means a leased circuit which is established between the customer's service delivery point or points at Scott Base and a point of electrical interface with transmission facilities under the jurisdiction of an overseas telecommunications organisation or a point of electrical interface with Telecom's standard SKYSTREAM Service.

For an end-to-end service between Ross Island and New Zealand, the Standard Telecom Skystream Service charges are added to these prices.

For circuits from Ross Island to the rest of the world, these charges only cover the Antarctic portion of the circuit and do not include any charges payable to overseas Telecommunications Administrations for those portions of the circuit under their jurisdiction.

6.5.1 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
● Charge for installation of a 512 kbit/s circuit	\$5000.00
● Charge for installation of a 768 kbit/s circuit	\$5000.00

All upgrade, alteration and reconfiguration charges, such as speed changes, will be charged actual costs (including labour, materials, overhead and travelling time).

Prices for other data rates will be provided on application. Customers should enquire at their local Telecom ROC office.

6.5.2 Monthly Lease Charges

Charges for Antarctic SKYSTREAM Service are payable monthly. The service is available for specified minimum contract periods.

Charges for Antarctic SKYSTREAM 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

Prices for other data rates will be provided on application. Customers should enquire at their local Telecom ROC office.

6.6 LIGHTSTREAM Service (Tasman 2 Fibre-optic Cable Service to Australia)

Lightstream Service, supplied jointly by OTC Australia and Telecom, is a digital fibre-optic cable service to Australia which is provided under Telecom's terms and conditions for Lightstream Service. In addition, a Service Level Guarantee for Lightstream Service is due to be implemented in either the last quarter of 1992 or the first quarter of 1993.

Lightstream Service provides an end-to-end circuit designed for full-duplex operation, between New Zealand and Australian customer premises.

There are five International Service Access Points in New Zealand which are located within the Auckland, Hamilton, Palmerston North, Wellington, and Christchurch "City Step" tariff zones for Telecom's Digital Data Service (DDS). There are two International Service Access Points in Australia which are located within the Melbourne and Sydney "Central Business District" tariff zones for Telecom Australia's Datel service. Provided the customer's Service Delivery Point lies within the above mentioned tariff zones, the charges listed here include the price of a single local access circuit from the customer's Service Delivery Point to the nearest international Service Access Point. Customers who require service to be delivered to points outside of the above "City Step" or "Central Business District" tariff zones will be charged the standard additional transmission charges.

Note:

— "End-to-End" includes all equipment and transmission elements from the Service Delivery Point at one end of the circuit to the Service Delivery Point at the other end.

6.6.1 Installation

The following are end-to-end prices for Lightstream Service delivered to the Service Delivery Point within the "City Step" or "Central Business District" tariff zones as set out above, and cover both the OTC Australia and TCNZ charges for providing Lightstream Service.

The installation fee is a once-only charge payable when the service is ordered and is not refundable. Equipment charges for the local access circuit may be additional.

Charge for installation of a 64kbit/s circuit	\$10,000.00
Charge for installation of a 128kbit/s circuit	\$10,000.00
Charge for installation of a 192kbit/s circuit	\$15,000.00
Charge for installation of a 256kbit/s circuit	\$15,000.00
Charge for installation of a 384kbit/s circuit	\$15,000.00
Charge for installation of a 512kbit/s circuit	\$15,000.00

Notes:

GST is payable on the whole price if the service is billed in New Zealand.

Prices for circuits at data rates above 512kbit/s are available on application.

6.6.2 Monthly Charges

Charges for standard Telecom Lightstream Service are payable monthly. The service is available either for specified minimum contract periods, or on a cheaper longer-term contract basis.

The following are end-to-end prices for Lightstream Service delivered to the Service Delivery Point within the "City Step" or "Central Business District" tariff zones as set out above, and cover both the OTC Australia and TCNZ charges for providing Lightstream Service.

Charges for Lightstream Service based on the minimum contract period:

Charge for 64kbit/s service	3 months	\$22,800.00
Charge for 128kbit/s service	3 months	\$37,000.00
Charge for 192kbit/s service	6 months	\$50,400.00
Charge for 256kbit/s service	6 months	\$62,200.00
Charge for 384kbit/s service	6 months	\$80,610.00
Charge for 512kbit/s service	6 months	\$98,600.00

Notes:

GST is payable on the whole price if the service is billed in New Zealand.

Prices for circuits at data rates above 512kbit/s are available on application.

Charges for Telecom Lightstream Service for longer-term contracts:

Price concessions are available on application for longer-term contracts, of one, two three or more years.

6.6.3 Alteration and Reconfiguration Charges

Typically, all upgrade, alteration and reconfiguration charges, such as data rate changes, will be charged actual costs (including labour, materials, overhead and travelling time).

However, if a customer wishes to upgrade from an existing cable or satellite service (i.e. Tastream or Skystream) to Lightstream, or to upgrade the speed of their Lightstream Service, an upgrade fee equal to 60% of the appropriate installation fee applies. The upgrade fee will be waived in cases where the customer enters into a one-year or longer-term contract.

SECTION 7
MOBILE RADIO SERVICE

7.1 Telecom Mobile Radio

Telephone Interconnect Access Charge—Exclusive Channels

This charge relates to interconnection of mobiles through the customer's base to the PSTN. The charge applies only to customers with exclusive channels using an interconnect facility at the base station. This charge only covers access to and rental of the interconnect unit. Charges for a PSTN line to the base station will apply in addition to the access charge, and will be billed directly to the customer by the ROC providing the circuit.

- Monthly charge for access & equipment rental \$80.00

Telephone Interconnect Access Charge—Shared Channels

This charge covers interconnection of mobiles through the customer's base to the PSTN.

The charge applies to shared channels only, for customers who own their interconnect equipment.

- Monthly charge for access \$50.00

SECTION 8

RESIDENTIAL CONTRACT

The following section sets out the standard terms for residential service offered for supply at the end of the quarter ending 30 September 1992.

8.1 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. The location of the Demarcation Point is illustrated in the diagram below. 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.

8.2 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 9

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 1992 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 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 10—PERMIT TO CONNECT SPECIFICATIONS

(NOTE: Prices in this Section are GST inclusive.)

PTC and TNA Specifications

100-Series: General Specifications and Codes of Practice

NO.	TITLE	ISSUE	PRICE \$
PTC 100	Telecom Permit to Connect: General Conditions	Sep 1987	30
PTC 101	Electrical Safety Requirements for a Telecom Permit to Connect	Sep 1987	30
PTC 102	Telephone Network Interface Requirements	Feb 1988	60
PTC 103	Code of Practice for the Installation of Customer Premises Telecommunications Wiring	Sep 1987	25
PTC 105	Code of Practice for Customer Premises Telecommunications Cabling	June 1988	35
PTC 107	PABX External Port Interface Conditions	Mar 1989	90
PTC 108	PABX Signalling & Supervisory Conditions	Jan 1989	35
PTC 109	PABX Transmission Requirements	May 1989	90
PTC 110	PABX Network Code of Practice	Draft Aug 1989	60
TNA 111	Datex Service: Network Interface Requirements	Nov 1990	35
PTC 113	Code of Practice for ISDN Cabling & Wiring	Draft Feb 1992	25
TNA 117	Specification for 2048 kbit/s Network Interface	May 1992	25†
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	250*
			*(Set of four—\$400)
TNA 135	Telecom ISDN: User-Network Interface, Layer 3: Control of Supplementary Services	Sep 1991	50
TNA 139	Comparison Between ISDN Implementations of New Zealand and Australia	Aug 1992	50
TNA 150	Telephone Network Numbering Changes	May 1990	20
TNA 151	Telephone Network Transmission Plan	Nov 1990	60
TNA 160	Power Disturbance and Radio Frequency Interference Protection Guide	Aug 1991	30

† TNA 117 and PTC 217 can be purchased as a set for \$100 the pair

200-Series: Product Specifications

PTC NO	TITLE	ISSUE	PRICE \$
PTC 201	Technical Requirements for Telex Terminal equipment	Sep 1987	60
PTC 202	Technical Requirements for Telephone Instruments	Mar 1988	90
PTC 203	Requirements for Customer Premises Wiring and 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	Nov 1990	90
PTC 212	Requirements for Automatic Answering, Calling and Recording Equipment	Dec 1990	90
PTC 213	Requirements for Pay Telephones	June 1990	60
PTC 217	Requirements for Bandwidth Management Devices	Draft April 1992	90†
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	Draft Issue 2 Nov '90	80
PTC 253	Technical Requirements for Trunked Mobile Radio Terminals	Nov 1991	30

300-Series: Network Interconnect Specifications

PTC NO	TITLE	ISSUE	PRICE \$
PTC 300	General requirements for Network Interconnection	Mar 1989	50
PTC 301	Telephone Network Interconnection (including May 1990 Supplement)	July 1989	90
PTC 301	Supplement	May 1990	5
PTC 302	Telex and Datex Network Interconnection	Draft Aug 1989	40
PTC 303	Packet Network: X75 Interconnection	Draft Apr 1989	90

PTC NO	TITLE	ISSUE	PRICE
PTC 331	Telephone Network Interconnection using CCITT No. 7 Signalling	Draft Sep 1991	\$ 250

† *TNA 117 and PTC 217 can be purchased as a set for \$100 the pair*

SECTION 11—DISCOUNTS

11.1 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 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 school, hospital or library)

Notes:

- (A) In this section "welfare" means
 - (a) The supply of the wants of the disabled, victims of crime, destitute, poor or helpless persons, non residential care of the aged and residential care of children;
 - (b) The education of the disabled
 - (c) The reformation of offenders, alcoholics, or drug addicts;
 - (d) The employment and care of discharged offenders.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) Data or fax transmission shall be charged at business rate.

11.2 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 a 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 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 telecommunications 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.

11.3 Major Account Services

Where a customer is unable to meet the \$1 million annual billed revenue condition to become a National Account Customer, they may qualify to apply as a Major Account Customer. Such customers, in addition to the above criteria, must meet a \$200,000 annual billed revenue target. Other than a reduced level of contact with Telecom such customers will receive similar benefits as National Account Customers.

11.4 Business Call Savings Plans

11.4.1 Telecom Brilliant Deductions Call Plans

A range of business call savings plans targetted at small businesses and the general business market. The Brilliant Deductions Call Savings Plans are mainly aimed at single site customers spending less than \$10,000 per month on tolls. However, multiple site business customers, with all sites located in one of Telecom's Regional Operating Company areas, are also eligible.

The Brilliant Deductions Call Savings Plans are:

- Brilliant Deductions giving savings on National and International Calls;
- Brilliant Deductions 450, 1250 and 5000 giving savings on National Calls; and
- Brilliant Deductions 450i, 1250i, 5000i giving savings on International Calls.

A customer can combine different Brilliant Deductions call plans to suit their requirements, but can only be enrolled on one plan for National Calls and one plan for International Calls at any one time. For example, a customer may utilise Brilliant Deductions for their National Calls and one of Brilliant Deductions 450i, 1250i, 5000i for their International Calls, or they may utilise Brilliant Deductions for their International Calls and one of Brilliant Deductions 450,1250,5000 for their National Calls.

Brilliant Deductions

Brilliant Deductions was originally launched as a limited offer to business customers providing savings on a wide range of National and International call types with savings calculated on monthly toll expenditure. Telecom Brilliant Deductions has been relaunched as a permanent Call Savings Plan. The plan has a number of conditions associated with it. These are as follows:

- Customers must take service pursuant only to the Standard Terms & Conditions for Telecom Network Service to Non-Residential customers. This plan shall not apply to a customer who receives service on terms and conditions which vary from the standard. For the avoidance of doubt, this plan shall not apply to any customer who receives any other rebate, discount or price consideration in respect of all services provided to that customer by the Telecom group including a National Account customer or Major Account customer who has entered into a contract known as a "Memorandum of Agreement" with a member of the Telecom group.
- Any customer meeting the first criterion (regardless of monthly expenditure on National and International Calls) is eligible to join Brilliant Deductions.
- Customers can join the Brilliant Deductions Plan at any time.
- Brilliant Deductions applies to each single business telephone account. Charges from a number of business telephone accounts belonging to the same company can be aggregated for the purposes of achieving higher monthly call expenditures, and thereby greater savings, when all the telephone numbers are within the same Telecom ROC service area.
- Savings are credited to the customer's monthly account for the billing number(s) which is(are) enrolled on the call savings plan and presented in a summary on the statement.
- Savings are applied to the monthly amount expended on National and International Calls in each applicable expenditure range. Total savings are calculated by determining the sum of the savings applied in each band. (See example over page for further details.)
- The Brilliant Deductions Plan has no expiry date.

National Call Savings

Monthly Expenditure Band (GST exclusive)	Incremental Saving Per Expenditure Band
• Up to \$25.00 per month	0%
• \$25.01—\$500.00 per month	8%
• \$500.01 to \$2,000.00 per month	12%
• \$2,000.01 to \$5,000.00 per month	13%
• \$5,000.01 and above	14%

International Call Savings

Monthly Expenditure band (GST exclusive)	Incremental Saving Per Expenditure Band
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● Up to \$200.00 per month	0%
● \$200.01 to \$2,000.00 per month	3%
● \$2,000.01 to \$5,000.00 per month	4%
● \$5,000.01 and above	6%

Note:

Total savings are calculated in the same way as for National Calls.

Call Types

Savings apply to the following National and International Calls:

Direct Dial Calls

Calls to NZ Islands

Calls to Vessels in NZ waters

NZ Direct

Calls to Scott Base Telephone Service

Calls during Telecom price specials

Note:

Telecom Local calls and calls from the Scott Base Telephone Service are excluded.

11.4.2 Brilliant Deductions 450, 1250, 5000

Brilliant Deductions 450i, 1250i, 5000i

Description

This range of call savings plans provides business customers with savings on National and International Calls. A customer selects a monthly toll expenditure level from the three levels for National Calls and the three levels for International Calls which is appropriate to their calling patterns.

Once monthly expenditure on calls qualifying for savings reaches the selected threshold level, all qualifying calls are discounted at the rate applicable to the threshold level selected. (See savings table on the following page). Savings are presented on the customer's monthly statement as a credit against the total call charges for the month.

Conditions

- Customers must take service pursuant only to the Standard Terms & Conditions for Telecom Network Service to Non-Residential customers. Any of these plans shall not apply to a customer who receives service on terms and conditions which vary from the standard. For the avoidance of doubt, these plans shall not apply to any customer who receives any other rebate, discount or price consideration in respect of all services provided to that customer by the Telecom group including a National Account customer or Major Account customer who has entered into a contract known as a "Memorandum of Agreement" with a member of the Telecom group.
- National Calls and International Calls are separate call types. At any one time, a customer can only have one call savings plan for National Calls and one call savings plan for International Calls.
- Customers can join any one of these plans at any time.
- Once enrolled on one of these plans, Telecom will apply the appropriate savings rate to all eligible calls during the monthly billing period once the threshold has been reached. The savings are applied to all qualifying calls, i.e., the savings are applied retrospectively once the threshold is reached.
- Membership of any of these plans begins after 3 days of Telecom's receipt of application.
- These plans apply to each single business telephone account. Charges from a number of business telephone accounts belonging to the same customer can be aggregated for the purposes of achieving higher monthly call expenditures, and thereby greater savings, when all the telephone numbers are within the same Telecom ROC service area.
- Savings are credited to the customer's monthly account for the billing number(s) which is(are) enrolled on the call savings plan and presented in a summary on the statement.
- Savings from these plans continue until the call savings plan the customer is enrolled on terminates, the customer chooses to enrol in another plan, or the customer withdraws from the plan.
- Any one of these plans can be cancelled with 3 working days notice.
- These plans have no expiry date at present.

National Call Savings

Plan	Threshold at which Savings Apply	Savings Applying to Aggregate Of Calls Billed
Brilliant Deductions 450	\$350.00	13%
Brilliant Deductions 1250	\$950.00	15%
Brilliant Deductions 5000	\$3730.00	17%

International Call Savings

Plan	Threshold at which Savings Apply	Savings Applying to Aggregate of Calls Billed
Brilliant Deductions 450i	\$380.00	5%
Brilliant Deductions 1250i	\$1040.00	7%

Brilliant Deductions 5000i

\$3500.00

9%

Note:

Total savings are calculated in the same way as for National Calls. (See example above)

Call Types

Savings apply to the following National and International Calls:

Direct Dial Calls

Calls to NZ Islands

Calls to Vessels in NZ waters

NZ Direct

Calls to Scott Base Telephone Service

Calls during Telecom price specials

Note:

Telecom Local calls and calls charged by the Scott Base Telephone Service network are excluded.

11.4.3 Telecom Connect

The Telecom Connect Call Savings Plans are designed to deliver a fixed savings rate on National and International Calls for nationally distributed business customers. The plans offer fixed discounts on National and International Call charges and an additional credit for achieving a committed expenditure level. The Telecom Connect Call Savings Plan is available nationally to all locations of an eligible business customer. The following conditions apply to the Telecom Connect plans:

- Customers must be Account Managed by a Telecom Account Manager.
- Customers must not be receiving any other price considerations or discounts on National and/or International Calls at the same time.
- Customers must take service pursuant only to the Standard Terms & Conditions for Telecom Network Service to Non-Residential customers.
- Cluster customers who wish to aggregate their nominated accounts for the purposes of a Telecom Connect Plan must be an officially recognised association or equivalent and collectively meet all the criteria.
- Customers must have a history of spending at least \$100,000 per year on National and International Calls to qualify for 16% savings on National Calls and 7% savings on International Calls.
- Customers must have a history of spending at least \$50,000 per year on National and International Calls to qualify for 14% savings on National Calls and 6% savings on International Calls.
- Savings are applied on a monthly basis to every account included in the plan.
- Savings apply to the following National and International Calls: Direct Dial Calls, Telecom Calling Card, NZ Direct, calls from the Telecom Network to telephones connected to the Telecom Cellular Network, calls to pagers, calls to the Scott Base Telephone Service, Telecom Smartfax, International 0800, and calls during Telecom price specials, Collect Calls, Conference Calls, Person-to-person Calls, Operator Connected Calls, Transfer Charge Calls, Urgent Calls and Price Required Calls, also calls to NZ Islands and calls to vessels in New Zealand waters.
- Call savings will not apply to Local Calls, Directory Assistance, Telecom National 0800, calls from telephones connected to the Telecom Cellular Network, Telecom Paging Calls, calls from the Scott Base Telephone Service and the Telecom Mobile Radio Network, Telecom 0900 calls.
- Customers commit to an expenditure target on selected Telecom services for the next twelve months. This expenditure target is independent of the flat rate discounts given to the customer (see above). At the end of the twelve month period, the customer will receive a credit of 2%, known as the "Connect Bonus", of the expenditure target if they have met or exceeded the expenditure target.
- The expenditure target is negotiated between Telecom and the customer at the time of signing up for the Telecom Connect Call Savings Plan.
- The services included in the expenditure target are, for example, line rentals, and enhanced PSTN services such as Smartphone services, all National and International Call types listed on the previous page, CPE and National Leased Circuit Services. All services billed on the Telecom customer's main monthly statements can be included for the purpose of calculating the expenditure target.
- The customer's call savings plan will run for 12 months (from the date of being loaded onto the billing system) after which time the plan will be renewed or replaced.

Call Savings

Customers with a record of spending over \$100,000 on National and International Calls during the previous 12 month period will receive the following call savings:

National Calls 16%

International Calls 7%

Customers with a record of spending over \$50,000 on National and International Calls during the previous 12 month period will receive the following call savings:

National Calls 14%

International Calls 6%

Customers qualify for the Connect Bonus of 2% of their target expenditure at the end of the 12 month period, if the pre-determined expenditure target is reached.

Call Types

Savings apply to the following National and International Calls:

Direct Dial Calls
 Calls to NZ Islands
 Calls to Vessels in NZ waters
 NZ Direct
 Calls to Scott Base Telephone Service
 Calls during Telecom price specials

Note:

Telecom Local calls, and calls from the Scott Base Telephone Service network are excluded.

Telecom Connect-Executive Package

Executive employees of a Telecom Connect customer can be enrolled on the Telecom Connect-Executive Package. This package offers the same savings for the customer employee as are available to the Telecom Connect customer. The executive savings rate must be the same as the Telecom Connect customer savings rate.

There are two options for Telecom Connect customers to provide their executive employees with the call savings:

Telecom Connect-Executive Call Savings Plan

Executive employees have the Telecom Connect-Executive Call Savings Plan registered against their residential account. The conditions for this package are the same as for Telecom Connect (see section 11.4.3), with the following extra conditions:

- The Telecom Connect-Executive Call Savings Plan are residential call savings plans that can only be registered against a residential account.
- The only residential customers eligible are full-time employees or agents of a business, with a Telecom Connect plan, who have their telephone account paid for in whole or in part by the business.
- The plans will run for the period of the Telecom Connect Plan, then be removed from the residential customer accounts. Telecom Connect customers can submit a new list each year, or earlier if appropriate.

Bill-With Option

The executive employee's telephone number is "billed with" one of the Telecom Connect business numbers to receive the savings. The conditions for this package are the same as for Telecom Connect (see section 11.4.3), with the following extra conditions:

- The only residential customers eligible are full-time employees or agents of a business, with a Telecom Connect plan, who have their telephone account paid for in whole or in part by the business.
- The plans will run for the period of the Telecom Connect plan, then be removed from the residential customer accounts. Telecom Connect customers can submit a new list each year, or earlier if appropriate.

Telecom Customised Connect Plan

In addition to the above discounts for the Telecom Connect plan, customers were allowed a discount of up to 2% on National Calls, up to 3% on International Calls and a bonus discount of up to 4% on all annual billed revenue (provided predetermined target expenditure is met). These discounts were allowed in order to recognise the substantial commercial relationship with each customer; to increase national and international call volumes; and to address market requirements.

11.5 Residential Call Savings Plans**11.5.1 Friends & Family**

There are three Friends & Family call savings plans, National All Day Plan, National Off Peak Plan and the International Off Peak Plan. The different National Plans offer different savings rates on Direct Dial National calls at different times of the day. The International Off Peak Plan offers savings on Off Peak Direct Dial International Calls. Any residential customer who was not enrolled on the National Off Peak Plan as at 21 September 1992 is automatically enrolled on the National All Day Plan. Customers who are enrolled on a Friends & Family call savings plan must spend \$17.78 (GST exclusive) on qualifying calls in a monthly billing period to receive any savings. Once this threshold is reached, the customer receives savings on all qualifying calls during that billing period. The following conditions are associated with Friends & Family:

- Qualifying Calls for the National All Day Plan are:

Direct Dial National Calls, made at any time of the day.

- Qualifying Calls for the National Off Peak Plan are:

Direct Dial National Calls between 6 p.m. and 8 a.m. Monday to Friday, all day Saturday and Sunday and National Statutory holidays.

- Qualifying Calls for the International Off Peak Plan are:

Direct Dial International Calls between 6 p.m. and 8 a.m. Monday to Friday, all day Saturday and Sunday and National Statutory holidays.

- Customers must take service only under the Standard Terms & Conditions for Telecom Network Service to Residential customers. Friends & Family plans do not apply to a customer who receives service on terms and conditions which vary from the Standard Terms and Conditions.
- Friends & Family call savings plans apply to individual telephone accounts, which may not be aggregated for the purposes of these savings plans.
- Enrolment in any Friends & Family call savings plan will come into effect on the bill after a customer's enrolment application has been processed. If the customer's next bill is due to be mailed within the three days immediately after enrolment, the call savings plan may not apply until the following bill.
- Friends & Family savings do not apply until the customer spends at least \$17.78 on qualifying calls within a monthly billing period. This may not equate to the value of calls a customer makes in a month, as some calls made during the period of a billing cycle, are not billed during that cycle. If a customer changes from one National call savings plan to the other during the period covered by a monthly billing cycle, the savings will be calculated according to the call savings plan the customer is enrolled on when their next monthly statement is produced.

- Savings are credited to a customer's monthly account for the billing number which is enrolled on the Friends & Family call savings plan and presented as a two line entry on the statement.
- Savings from these plans continue until
 - (1) the Friends & Family call savings plan the customer is enrolled on terminates, or
 - (2) the customer chooses to enrol in another plan, or
 - (3) the customer withdraws from the plan.
- Friends & Family call savings plans can be cancelled with 3 working days notice. Customers can cancel by giving written or oral notice to their local Telecom office.
- New residential customers, or existing customers who are not enrolled in the National Off Peak Plan, who request a new connection will automatically be provided with the Friends & Family National All Day plan.

Call Savings

National All Day Plan

If a customer enrolled in the Friends & Family National All Day Plan does not reach the billing period threshold of \$17.78 (GST exclusive), on qualifying calls, they make no savings. There is no financial penalty for spending less than \$17.78 (GST exclusive) on qualifying calls. Once a customer reaches the \$17.78 (GST exclusive) threshold the following savings apply to all qualifying calls. This includes the first \$17.78 (GST exclusive).

Call Duration	Savings
Calls lasting less than 20 minutes	10%
Calls lasting 20 minutes and over but less than 30 minutes	20%
Calls lasting 30 minutes and over	30%

National Off Peak Plan

If a customer enrolled in the Friends & Family National Off Peak Plan does not reach the billing period threshold of \$17.78 (GST exclusive), on qualifying calls, they make no savings. There is no financial penalty for spending less than \$17.78 (GST exclusive) on qualifying calls. Once a customer reaches the \$17.78 (GST exclusive) threshold the following savings apply to all qualifying calls. This includes the first \$17.78 (GST exclusive).

Call Duration	Savings
Calls lasting less than 20 minutes	15%
Calls lasting 20 minutes and over but less than 30 minutes	30%
Calls lasting 30 minutes and over	45%

International Off Peak Plan

If a customer enrolled in the Friends & Family International Off Peak Plan does not reach the billing period threshold of \$17.78 (GST exclusive), on qualifying calls, they make no savings. There is no financial penalty for spending less than \$17.78 (GST exclusive) on qualifying calls. Once a customer reaches the \$17.78 (GST exclusive) threshold the following savings apply to all qualifying calls. This includes the first \$17.78 (GST exclusive).

Call Duration	Savings
Calls of any duration	12.5%

Call Types

Friends & Family National All Day Plan savings apply to all Direct Dial National Calls. Friends & Family National Off Peak and International Off Peak savings only apply to Direct Dial National and/or Direct Dial International Calls between 6 p.m. and 8 a.m. Monday to Friday, all day Saturday and Sunday and all day on National Statutory holidays (see section 2.2 and 2.10.1). Friends & Family savings also apply to manual National and International Calls, from non-STD exchanges.

Savings do not apply to non-Direct Dialed National and non-Direct Dialed International Calls, for example, local calls, operator-assisted calls, Audioconference calls, calls to telephones connected to the Telecom Cellular Network, pager calls, Telecom 0900 calls, calls to or from the Scott Base Telephone Service, calls to Telecom Mobile Radio, calls to NZ Islands and calls to vessels in New Zealand waters.

11.6 Discounts on International Leased Circuits

The following discounts were offered on the basis of the following criteria:

- Term commitment from the customer to use the service
- Customer requirements for diversity
- Credit worthiness
- Service type i.e satellite or cable
- Aggregate amount of bandwidth purchased by the customer
- Destination of service
- Requirements for service to several overseas locations
- Commitment by the customer to upgrade service to higher bandwidth during the course of the contract.
- Customer requirement for the provision of facilities management services by Telecom.

Two customers were allowed a discount of 30.5% on a 64kbit/s SKYSTREAM service.

A customer was allowed a discount of 17.5% on a 9.6kbit/s SKYSTREAM service.

A customer was allowed a discount of 25.09% on a 256kbit/s LIGHTSTREAM service.

A customer was allowed a discount of 23.93% on a 64kbit/s TASTREAM service.

A customer was allowed a discount of 17.5% on a 2.4kbit/s SKYSTREAM service.

Five customers were allowed a discount of 12.5% on a 9.6kbit/s TASTREAM service.

A customer was allowed a discount of 12.5% on a 64kbit/s TASTREAM service.

A customer was allowed a discount of 17.5% on a 9.6kbit/s TASTREAM service.

A customer was allowed a discount of 12.5% on a 9.6kbit/s SKYSTREAM service.

A customer was allowed a discount of 25.65% on a 64kbit/s SKYSTREAM service.

A customer was allowed a discount of 20.08% on a 128kbit/s SKYSTREAM service.

A customer was allowed a discount of 18.8% on a 128kbit/s SKYSTREAM service.

A customer was allowed a discount of 16.71% on a 64kbit/s LIGHTSTREAM service.

A customer was allowed a discount of 15% on a 64kbit/s LIGHTSTREAM service.

A customer was allowed a discount of 24.92% on a 64kbit/s SKYSTREAM service.

A customer was allowed a discount of 12.5% on a 64kbit/s SKYSTREAM service.

A customer was allowed a discount of 19.2% on a 64kbit/s LIGHTSTREAM service.

A customer was allowed a discount of 23.04% on a 64Kbit/s TASTREAM service.

11.7 Other Discounts

11.7.1 International Telephone Services

The discounts published in this section maybe in addition to other discounts already published.

In the following cases discounts were allowed on the basis of the following criteria:

- To increase international call volumes
- To meet market requirements
- To meet the unique needs of specific customer groups

A customer was allowed a discount of up to 3% on international calls.

A customer was allowed a discount of up to 4.5% on international calls to specified locations.

A customer was allowed a discount of 4.5% on international calls.

11.7.2 National Telephone Services

A customer was allowed a discount of 19.24% on national (toll) calls. This discount was allowed in order to enhance Telecom's ability to respond to customer requirements; to increase national call volumes; and to address short term market requirements.

Two 64Kbit/s circuit upgrades in relation to DDS Service were provided at a 50% discount on the installation charge. The discount was allowed in recognition that these circuits replaced 48Kbit/s circuits.

11.8 Call Promotions

Friends and Family Special Week End Offer:

Dates: Midnight Friday 18 September to Midnight Sunday 20 September 1992.

Rate: Half price on all National Direct Dial Calls

Conditions: Offer was only available to Friends and Family members enrolled on the Off Peak National Plan as at midnight Friday 18 September 1992.

SECTION 12
INTERCONNECTION AGREEMENT

**ALTERNATIVE NETWORK
(TOLL BY-PASS)
FOR VOICE, DATA, FACSIMILE AND RELATED SIGNALS**

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 (together with their successors and assigns) 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 K ("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/or a registered operator under the Telecommunications (International Services) Regulations 1989] 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 telecommunication 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.

[Execution by TCNZ]

[Execution by each Telecom ROC]

[Execution by the Service Operator]

[Execution by Guarantor]

SCHEDULE A

ITEM 1—LIST OF THE TELECOM ROCs

Column 1 Column 2

Name and registered office

Definition of Telecom ROC

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** "Access Levy" means the access levy referred to in Item 4 of Schedule J.
- 1.3** "Agreement" means this agreement entitled "Interconnection Agreement" as amended from time to time.
- 1.4** "All ROCs" shall be read as referring collectively to all companies listed in Item 1 of Schedule A (together with their successors and assigns).
- 1.5** "ANI Charge" means the charge calculated in accordance with Item 3 of Schedule J as amended from time to time.
- 1.6** "Bill Rate" means the average 3 month bank bill mid rate as quoted on Reuters Screen page BKBM (known as at the date of this Agreement as the "FRA" rate) at or about 10.45 a.m. as at the relevant date PROVIDED THAT if on or about that time for any reason the Reuters Screen page BKBM is not then available then the appropriate rate shall be the average of the rates (determined after excluding the highest and lowest rates) for funding for a tenor of 3 months quoted to the party entitled to receive interest for the purposes of which the Bill Rate is to be calculated, at or about 11.00 a.m. on that day by ANZ Banking Group (New Zealand) Limited, Bank of New Zealand, National Australia Bank (NZ) Limited, The National Bank of New Zealand Limited and Westpac Banking Corporation ("the Banks") and if less than four of the Banks shall quote rates, then:
- 1.6.1** in the case where a Telecom ROC is entitled to receive the interest, such rate as TCNZ may reasonably determine to be the nearest practicable equivalent; or
- 1.6.2** in the case where the Service Operator is entitled to receive the interest, such rate as the Service Operator may reasonably determine to be the nearest practicable equivalent.
- 1.7** "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.
- 1.8** "Call Charges" means the charges calculated in accordance with Item 2 of Schedule J as amended from time to time.
- 1.9** "Chargeable Call" means any Call:
- 1.9.1** 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
- 1.9.2** 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 Item 3 of Schedule E) 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. For the purposes of Clause 1.8.1, a Call is "delivered" where there is a seizure of a free Link terminating in the Service Operator's Network.
- 1.10** "CCITT" means the International Telegraph and Telephone Consultative Committee.
- 1.11** "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 4.6.
- 1.12** "Connect" includes "allow to be connected", "leave connected" and the connection of anything through anything else. "Connecting", "Connected" and "Connection" have a corresponding meaning.
- 1.13** "Delayed Installation Date" means, in relation to an Interconnect Link, the date on which the Principal ROC has served a notice on the Service Operator under Clause 2.5 relating to that Interconnect Link, in circumstances where the Telecom ROC has failed to provide, install and Pre-test that Interconnect Link on or before the Installation Date for that Interconnect Link.
- 1.14** "Due Date" means the date 21 days after the date of an invoice provided by a Telecom ROC to the Service Operator in respect of the services provided by that Telecom ROC to the Service Operator under this Agreement.
- 1.15** "End Date" means in relation to a Service Delivery Point or an Interconnect Link, the End Date specified in Item 2 or Item 3 of Schedule C for that Service Delivery Point or Interconnect Link, being the date on or before which

the Service Delivery Point or Interconnect Link shall not (unless otherwise agreed between the Service Operator and the Principal ROC) be decommissioned pursuant to any agreement under Clause 16.11.

- 1.16** "Force Majeure" means any Force Majeure event set out in Clause 25.2.
- 1.17** "Guarantor" means the person(s) named in Item 1 of Schedule K.
- 1.18** "Installation Date" means, in relation to an Interconnect Link, the Installation Date referred to in Item 3 of Schedule C for that Interconnect Link.
- 1.19** "Intellectual Property" includes trademarks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests therein or licences to use any thereof.
- 1.20** "Interconnect Link" means a circuit or group of circuits which Connects a Service Delivery Point to a Telecom ROC's Telephone Exchange and which is specified in Item 3 of Schedule C.
- 1.21** "Interconnect Link Charges" means the charges for an Interconnect Link calculated in accordance with Item 1 of Schedule J as amended from time to time.
- 1.22** "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.
- 1.23** "Manifest Error" means:
- 1.23.1** any erroneous duplication of the items charged in; or
 - 1.23.2** any error in a calculation shown on; or
 - 1.23.3** any error in the total of the amounts shown on; or
 - 1.23.4** any erroneous calculation of the GST shown on;
an invoice rendered by a Telecom ROC, which is apparent on the face of the invoice.
- 1.24** "Materials" means:
- 1.24.1** 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); and
 - 1.24.2** 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.
- 1.25** "Network Operator" means any network operator as defined in the Telecommunications Act 1987 except any member of the Telecom Group.
- 1.26** "Other ROC" in relation to a Telecom ROC, shall be read as referring to each Telecom ROC other than that Telecom ROC.
- 1.27** "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 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.
- 1.28** "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 includes (without limitation) the Service Delivery Points and the Interconnect Links of that Other ROC.
- 1.29** "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.
- 1.30** "Other ROC's Telephone Exchange" in relation to an Other ROC, shall be read as referring to a telephone exchange (which is selected by that Other ROC and which forms part of that Other ROC's Network), which serves a Point of interconnection.
- 1.31** "Partial Termination" means partial termination of this Agreement, insofar as it relates to a Telecom ROC, under Clause 25.
- 1.32** "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.
- 1.33** "Points of Interconnection" means the areas outlined on the maps set out in Item 4 of Schedule C, as amended from time to time in accordance with Clause 20.1.
- 1.34** "Pre-testing" means testing (including continuity checks, signalling checks and bit error rate tests) by a Telecom ROC of an Interconnect Link from the Service Delivery Point into that Telecom ROC's Network, in readiness for joint testing of that Interconnect Link involving the Telecom ROC and the Service Operator; and "Pre-test" and "Pre-tested" shall have a corresponding meaning.
- 1.35** "Principal ROC" means the Telecom ROC named in Item 2 of Schedule A or such other Principal ROC appointed under Clause 25.7.
- 1.36** "Principle of Call Hand-over" means the principle set out in Clause 3.1.
- 1.37** "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.

- 1.38** "PTC Specifications" means those applicable specifications issued by TCNZ which are described in Schedule E (as amended from time to time pursuant to Clauses 20.1 to 20.4 (inclusive)).
- 1.39** "Schedules" means the schedules to this Agreement listed in Schedule L.
- 1.40** "Service Delivery Points" means the electrical interfacepoints to and from which a Telecom ROC may:
- 1.40.1** deliver Calls from that Telecom ROC's Network to the Service Operator's Network;
- 1.40.2** accept Calls from the Service Operator's Network;
- which are situated at the locations set out in Item 2 of Schedule C.
- 1.41** "Service Operator" means the Service Operator named on the first page of this Agreement.
- 1.42** "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 or any other member of the Telecom Group.
- 1.43** "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.
- 1.44** "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 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.
- 1.45** "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 of description.
- 1.46** "Service Operator's Network Service" means the telecommunication services set out in Schedule D.
- 1.47** "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.
- 1.48** "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 services provided by Telecom Group, the authoritative version of which is held at the registered office of TCNZ.
- 1.49** "Telecom" shall be read as referring collectively to All ROCs and TCNZ.
- 1.50** "Telecom Group Services" means all services purchased by the Service Operator from the Telecom Group.
- 1.51** "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.
- 1.52** "Telecom ROC" shall be read as referring to any of the companies listed in Item 1 of Schedule A, their successors and assigns.
- 1.53** "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 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.
- 1.54** "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 includes (without limitation) the Service Delivery Points and the Interconnect Links of that Telecom ROC.
- 1.55** "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.
- 1.56** "Telecom ROC's Telephone Exchange", in relation to a Telecom ROC, shall be read as referring to a telephone exchange (which is selected by that Telecom ROC and which forms part of that Telecom ROC's Network), which serves a Point of Interconnection .
- 1.57** "Working Day" means a day other than a Saturday, a Sunday or a statutory holiday.
- In this Agreement:
- 1.58** The singular includes the plural and vice versa.
- 1.59** The headings to the clauses are included for convenience only and do not constitute a part of this Agreement.
- 1.60** Any reference in this Agreement to "month" shall mean calendar month.
- 1.61** Words denoting natural persons only shall include corporations and vice versa and words denoting one gender shall include every other gender.
- 1.62** 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.
- 1.63** Where there is a conflict between the PTC Specifications and the other terms and conditions of this Agreement, the other terms and conditions of this Agreement shall prevail.
- 1.64** 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.

1.65 References to monetary amounts are to New Zealand currency.

1.66 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 2.10, provide that Telecom ROC's Network Service to the Service Operator.

2.2 Subject to the provisions of this Agreement, All ROCs and the Service Operator agree that they will each use reasonable endeavours to and will co-operate with each other in managing their respective networks in a manner that minimises disruptions to the services being provided by each Telecom ROC to the Service Operator. In particular they will abide by and comply with the standards set out in Clause 13.

2.3 Each respective Telecom ROC shall be responsible for providing, installing, Pre-testing and maintaining that Telecom ROC's Equipment. In particular each respective Telecom ROC shall:

2.3.1 provide and install Service Delivery Points in such numbers and such locations as are specified from time to time for that Telecom ROC in Item 2 of Schedule C;

2.3.2 provide, install and Pre-test Interconnect Links in such numbers and such locations as are specified from time to time for that Telecom ROC in Item 3 of Schedule C.

2.4 Each Telecom ROC shall use reasonable endeavours to provide, install and Pre-test the Interconnect Links (which are to form part of that Telecom ROC's Network) before the relevant Installation Date.

2.5 The Principal ROC shall forthwith serve notice on the Service Operator each time an Interconnect Link is provided, installed and Pre-tested to enable joint testing (by the Telecom ROC and the Service Operator) of the Interconnect Link to commence.

2.6 Where it appears to a Telecom ROC that an Interconnect Link will not be provided, installed and Pre-tested by the Installation Date, the Principal ROC will, as soon as possible, give notice to the Service Operator:

2.6.1 identifying the Interconnect Link which cannot be provided, installed and Pre-tested by the Installation Date; and

2.6.2 specifying the date by which that Telecom ROC considers that it is practicable to provide, install and Pre-test the Interconnect Link; and

2.6.3 giving the reasons why that Telecom ROC considers that it is impracticable to provide, install and Pre-test the Interconnect Link by the Installation Date.

2.7 No later than 2 Working Days after a notice is served by the Principal ROC on the Service Operator under Clause 2.5 in respect of an Interconnect Link, the Telecom ROC (of whose network the Interconnect Link forms part) and the Service Operator shall commence joint testing of the Interconnect Link. This joint testing shall comprise the establishment of required data about the Interconnect Link (including in particular information about the switching activity at the relevant Telecom ROC's Telephone Exchange which is required to be undertaken in order to serve the Interconnect Link) and functional testing of the Interconnect Link.

2.8 The Telecom ROC and the Service Operator shall use reasonable endeavours to complete such joint testing on or before the fifth Working Day after the commencement of such joint testing. If at the expiry of such 5 Working Day period, no notice of acceptance or non-acceptance by the Service Operator is served on the Principal ROC, then the relevant Interconnect Link shall be deemed to be commissioned on the day following the date of expiry of the 5 Working Day period and the Telecom ROC shall make available that Telecom ROC's Network Service using that Interconnect Link from that day. If, before the expiry of the 5 Working Day period, the Service Operator serves on the Principal ROC a notice of acceptance of the Interconnect Link, then the relevant Interconnect Link shall be deemed to be commissioned on the Working Day following the date of service of such notice, and the Telecom ROC shall make available that Telecom ROC's Network Service using that Interconnect Link from that day. If, before the expiry of the 5 Working Day period, the Service Operator serves on the Principal ROC notice of non-acceptance of the Interconnect Link (such notice to include details of the functional testing results relating to the Interconnect Link itself, which give rise to the non-acceptance), the Service Operator and the Telecom ROC shall forthwith use their reasonable endeavours to work co-operatively to remedy the difficulty with the Interconnect Link set out in such notice. Following remedy of such difficulty to the reasonable satisfaction of the relevant Telecom ROC, the Telecom ROC and the Service Operator shall recommence the joint testing procedures described in Clause 2.7 and this Clause 2.8.

2.9 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.

2.10 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.

2.11 The Service Operator shall ensure that for the term of this Agreement it remains registered as a [network operator for the purposes of the Telecommunications Act 1987 and/or a registered operator under the Telecommunications (International Services) Regulations 1989].

3. PRINCIPLE OF CALL HAND-OVER

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

- 3.1.1 subject to Clauses 3.1.2 and 3.1.3, 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 a Telecom ROC's Telephone Exchange serving the Point of Interconnection which serves the area from which the Service Operator's End User originated the Call;
 - 3.1.2 where a Call intended for delivery to the Service Operator's Network is delivered to a Telecom ROC's Network from another network specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C, the Call shall be handed over to the Service Operator at the Service Delivery Point Connected to a Telecom ROC's Telephone Exchange serving the appropriate Point of Interconnection as specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C;
 - 3.1.3 where a Call intended for delivery to the Service Operator's Network is delivered to a Telecom ROC's Network from a network other than those specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C, the Call shall be handed over to the Service Operator at the Service Delivery Point which has been agreed between the parties under Clause 1.3 of Item 6 of Schedule C;
 - 3.1.4 subject to Clauses 3.1.5 and 3.1.6, 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;
 - 3.1.5 where a Call from the Service Operator's Network is intended for delivery by a Telecom ROC's Network to Telecom Group's international network, the Call shall be handed over by the Service Operator at a Service Delivery Point selected by Telecom;
 - 3.1.6 where a Call from the Service Operator's Network is intended for delivery by a Telecom ROC's Network to a network other than Telecom Group's international network, the Telecom Cellular Limited network, the Telecom Paging Limited network, or an Other ROC's Network, the Call shall be handed over by the Service Operator at a Service Delivery Point agreed between the parties under Clause 1.4 of Item 6 of Schedule C.
- 3.2 For the purposes of Clause 3.1.1, the areas served by a Point of Interconnection shall be such local calling areas which are listed as being so served in Schedule I. The parties acknowledge that where an amendment is made to Item 4 of Schedule C, required amendments will also be made to Schedule I.
- 3.3 The boundaries of the local calling areas described in Schedule I are the boundaries which have been determined by Telecom Group as at the date of the commencement of this Agreement set out in Clause 18.1. The Service Operator acknowledges that such boundaries are subject to change from time to time by Telecom Group, but where such boundaries are changed, the Service Operator may amend the list of local calling areas served by any of the Points of Interconnection set out in Schedule I.
- 3.4 Where a charging step applying between relative exchanges is changed by TCNZ, or where there is an increase in the toll call tariffs (referred to in Item 2 of Schedule J) which apply to the Service Operator, the Service Operator may amend the list of local calling areas served by any of the Points of Interconnection set out in Schedule I.
- 3.5 Any amendment to Schedule I under Clause 3.3 or Clause 3.4 shall be effected by the Service Operator serving a notice on the Principal ROC setting out the required amendment, and such amendment shall take effect 1 month after the date of service of such notice.

4. TELECOM ROC'S NETWORK SERVICE

- 4.1 Each respective Telecom ROC will use reasonable endeavours to make available and provide to the Service Operator that Telecom ROC's Network Service, to the intent that as far as reasonably practicable that Telecom ROC's Network Service will be continuously available or continuous (as the case may be), and fault-free. However, the Service Operator acknowledges that:
- 4.1.1 each Telecom ROC does not guarantee that that Telecom ROC's Network Service will be continuously available or continuous (as the case may be) or fault-free; and
 - 4.1.2 each Telecom ROC has the right to suspend or restrict that Telecom ROC's Network Service under Clause 4.2; and
 - 4.1.3 the Principal ROC has the right to terminate this Agreement in terms of Clause 18.
- 4.2 Subject to Clauses 4.3 and 4.4, a Telecom ROC may suspend or restrict that Telecom ROC's Network Service where:
- 4.2.1 changes are made to that Telecom ROC's Network; or
 - 4.2.2 testing, repair or maintenance of that Telecom ROC's Network is carried out; or
 - 4.2.3 the Service Operator undertakes testing, repair or maintenance of the Service Operator's Network which gives rise to interference or an outage in that Telecom ROC's Network; or
 - 4.2.4 there is distortion of normal traffic patterns (as described in Item 3 of Schedule F) 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
 - 4.2.5 the Service Operator commits any breach of any of its obligations under Clauses 12.2 or 14.3; or
 - 4.2.6 the Service Operator commits any breach of any of its obligations under Clauses 13.6, 13.8 or 13.9 and that Telecom ROC has reasonable cause to believe that such breaches may recur or may not be promptly remedied; or
 - 4.2.7 the Service Operator fails to ensure that the numbering system of the Service Operator's Network is technically compatible with the numbering system of each Telecom ROC's Network, or fails to provide geographical information relating to the Service Operator's numbering plan requested by the Principal ROC under Clause 13.10; or

- 4.2.8** any other circumstances arise which in that Telecom ROC's reasonable opinion require the suspension or restriction of that Telecom ROC's Network Service to protect that Telecom ROC's Network; or
- 4.2.9** Clause 6.17 applies; or
- 4.2.10** the Service Operator commits a breach of any of its obligations under this Agreement (other than those referred to in or covered by the foregoing provisions of this Clause 4.2), 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 4.2.10.
- 4.3** In all circumstances except those described in Clauses 4.2.9 and 4.2.10, no suspension or restriction of a Telecom ROC's Network Service shall take place until that Telecom ROC has consulted with the Service Operator PROVIDED THAT in the case of emergency, no consultation will be required (but in that event the Telecom ROC will notify the Service Operator as soon as possible after the suspension or restriction has been implemented).
- 4.4** In all circumstances except those described in Clauses 4.2.5, 4.2.6, 4.2.9 and 4.2.10, the suspension or restriction of that Telecom ROC's Network Service will be to the minimum extent practicable so as to limit disruption to Service Operator's Network Service.
- 4.5** 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).
- 4.6** It is acknowledged by the parties that in recognition of the necessity to preserve privacy of persons who are both Service Operator's End Users and end users of network services of Telecom Group, 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:
- 4.6.1** 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;
- 4.6.2** 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:
- 4.6.2.1** the process of charging of the Service Operator's Customers; or
- 4.6.2.2** the Service Operator's internal telecommunications operator services;
- 4.6.3** the Service Operator will use its best efforts to cause compliance with the provisions of Clauses 4.6.1 and 4.6.2 by its officers, employees, contractors and agents.
- 4.7** 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, and subject to Clause 16.6, the Service Operator shall pay all charges of a Telecom ROC (whether they accrue before or after the date of commencement of this Agreement set out in Clause 18.1) for and in respect of providing, 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. Such charges shall cover without limitation:
- 5.1.1** all 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 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 charges 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 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 amounts 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.
- Where such charges are specifically set out in The Telecom List of Charges the charges in the Telecom List of Charges shall apply.

- 5.2** Subject to Clause 16.6 the Service Operator shall pay all charges of a Telecom ROC for and in respect of disconnection and removal of that Telecom ROC's Equipment under Clauses 16.13 and 18.4. Such charges shall cover without limitation:
- 5.2.1** all labour 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 charges 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 consumable materials used in effecting disconnection of that Telecom ROC's Equipment;
 - 5.2.4** reasonable amounts to cover that Telecom ROC's overhead expenses arising from such disconnection or removal. Where such charges are specifically set out in The Telecom List of Charges, the charges in The Telecom List of Charges shall apply.
- 5.3** The Service Operator shall pay to a Telecom ROC in accordance with the provisions of Clause 6 for each Interconnect Link provided for any of that Telecom ROC's Telephone Exchanges:
- 5.3.1** the Interconnect Link Charges (plus GST);
and the following charges in respect of traffic routed through a Telecom ROC's Telephone Exchange:
 - 5.3.2** subject to Clauses 5.3.3, 5.3.4 and 5.3.5, the Call Charges (plus GST) for each Chargeable Call;
 - 5.3.3** the charges set out in Clause 5.4 in respect of Calls to or from Telecom Group's international network, such charges to be in lieu of the Call Charges for those Calls referred to in Clause 5.3.2;
 - 5.3.4** the charges set out in Clause 5.5 in respect of Calls to and from the Telecom Cellular Limited network, such charges to be in lieu of Call Charges for those Calls referred to in Clause 5.3.2;
 - 5.3.5** the charges set out in Clause 5.6 in respect of Calls to the Telecom Paging Limited network, such charges to be in lieu of the Call Charges for those Calls referred to in Clause 5.3.2;
 - 5.3.6** 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;
 - 5.3.7** the Access Levy (plus GST);
 - 5.3.8** any other charges (plus GST) for additional services in respect of such traffic at the standard charges as set out in The Telecom List of Charges;
and any other charges (plus GST) for services which are provided in terms of this Agreement (other than those services referred to in Clauses 5.3.1 to 5.3.6 (inclusive), 5.3.7 and 5.3.8) at the standard charges as set out in The Telecom List of Charges.
- 5.4** Charges in respect of Calls to or from Telecom Group's international network shall be calculated as follows:
- 5.4.1** where a Call is delivered from the Service Operator's Network to Telecom Auckland's Telecom ROC's Network, and is delivered to the destination designated by the international number for that Call giving rise to the transmission of an answer line signal, a charge (plus GST) for such Call calculated in accordance with the standard international toll call tariff set out in The Telecom List of Charges;
 - 5.4.2** where a Call from Telecom Group's international network intended for delivery to the Service Operator's Network is delivered or (in a case where no free Link in the Service Operator's Network is available) offered to be delivered, from Telecom Auckland's Telecom ROC's Network to the Service Operator's Network, in accordance with the provisions of Clause 1.1 of Item 6 of Schedule C, Telecom Auckland shall pay to the Service Operator [];
 - 5.4.3** a rebate of 1% will apply to the charges (exclusive of GST) for international Calls which are calculated in accordance with Clause 5.4.1 in recognition of the fact that the overall bad debt exposure of All ROCs in respect of Calls to Telecom Group's international network is reduced by virtue of the Service Operator being a customer of All ROCs.
- 5.5** Charges in respect of Calls to or from the Telecom Cellular Limited network shall be calculated as follows:
- 5.5.1** where a Call is delivered from the Service Operator's Network to a Telecom ROC's Network and is 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;
 - 5.5.2** where a Call which originates in the Telecom Cellular Limited network is 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 in accordance with the provisions of Clause 1.2 of Item 6 of Schedule C, the charge shall be nil.
- 5.6** Charges in respect of Calls to the Telecom Paging Limited network shall be calculated as follows:
- 5.6.1** 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.
- 5.7** 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 seven-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.
- 5.8** The Service Operator shall pay to a Telecom ROC charges (plus GST) for the use of directory services by the Service Operator's End Users who route originate Calls from the Service Operator's Network to Telecom Group's

domestic directory services. The charges for such Calls shall be the charges (if any) set out in The Telecom List of Charges, and shall be free of any Call Charges.

- 5.9 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 Each Telecom ROC will be responsible for billing the Service Operator for the services provided by that Telecom ROC to the Service Operator under the Agreement. The quality of billing of such services by the Telecom ROC shall be to a standard which is comparable to the quality of the billing provided by that Telecom ROC to its other customers in respect of comparable services. Without limiting the foregoing, all charges payable by the Service Operator in terms of Clauses 5.1 and 5.2 which are not standard charges set out in The Telecom List of Charges shall, when invoiced to the Service Operator, include reasonable information in accordance with normal commercial practice to enable the Service Operator to check the accuracy of the amount charged.

- 6.2 No later than 14 days after the commencement date of this Agreement set out in Clause 18.1, each Telecom ROC shall serve notice on the Service Operator setting out a schedule of invoice dates for regularly billed charges. A Telecom ROC may amend its schedule at any time by notice served on the Service Operator setting out the amendments to the schedule.

- 6.3 The annual Interconnect Link Charges referred to in Item 1(a) of Schedule J shall be divided into 12 equal monthly instalments and (together with any monthly transmission charges payable under Item 1(b) of Schedule J) shall be payable by the Service Operator to the appropriate Telecom ROC monthly in advance PROVIDED THAT payments shall be adjusted pro rata on a daily basis to cover any period:

6.3.1 from and including the Installation Date or Delayed Installation Date (whichever is the later) of an Interconnect Link to the day before the first instalment payment date;

6.3.2 from and including the last instalment payment date to and including:

6.3.2.1 the date of termination of the Agreement; or

6.3.2.2 the date of Partial Termination of the Agreement, insofar as it relates to that Telecom ROC; or

6.3.2.3 the date of decommissioning of the Interconnect Link in accordance with any agreement under Clause 16.11; whichever is the earlier.

- 6.4 Subject to Clause 6.6, all amounts invoiced by a Telecom ROC to the Service Operator under the Agreement shall be due and payable on or before the Due Date of the relevant invoice but shall accrue from the date on which the relevant service was provided.

- 6.5 Subject to Clauses 6.6. and 6.12, all charges and other amounts payable by the Service Operator under the Agreement (including any amount which the Service Operator disputes or intends to dispute pursuant to Clause 6.8) 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.

- 6.6 If the Service Operator believes that there is a Manifest Error in an invoice provided by a Telecom ROC which has resulted in that Telecom ROC overcharging the Service Operator in that invoice, and, on or before the Due Date, serves on that Telecom ROC a notice of Manifest Error, (setting out in the notice details of the relevant invoice and the bona fide grounds in support of the Service Operator's view that the Manifest Error exists), then the Service Operator shall be entitled to withhold payment to that Telecom ROC of the amount by which, in the reasonable opinion of the Service Operator, the Telecom ROC may have overcharged the Service Operator in the invoice as a result of the Manifest Error. The remainder of the amounts charged in the invoice will be paid by the Service Operator on or before the Due Date in the normal manner. The amount withheld may be withheld until such time as the Telecom ROC and the Service Operator have settled between them in accordance with the disputes procedure set out in Clause 6.9, whether or not there is a Manifest Error in the invoice and, if there is, the amount of it. If as a result of the disputes procedure, it is found that there was a Manifest Error in the invoice, then if:

6.6.1 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is less than the amount withheld by the Service Operator, the Service Operator shall forthwith refund to that Telecom ROC the amount of the difference, and shall pay to the Telecom ROC interest at the Bill Rate (as at the day after the Due Date of the invoice) plus 1 percent per annum on that refunded amount for the period from and including the day after the Due Date to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the refunded amount;

6.6.2 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is equal to the amount withheld by the Service Operator, the Service Operator shall retain the amount withheld;

6.6.3 the amount by which the Service Operator was overcharged in the invoice as a result of the Manifest Error is greater than the amount withheld by the Service Operator, then that Telecom ROC shall forthwith refund to the Service Operator the amount of the difference and shall pay to the Service Operator interest at the Bill Rate (as at the date on which the overpayment was made by the Service Operator) plus 1 percent per annum on that refunded amount for the period from and including the date on which the overpayment was made by the Service Operator to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the payment of the refunded amount.

- 6.7 If as a result of the disputes procedure it is found that there was not a Manifest Error in the relevant invoice, then the Service Operator shall forthwith refund in full the amount withheld and shall pay to that Telecom ROC

interest at the Bill Rate (as at the date of the invoice) plus 1 percent per annum for the period from and including the date of the invoice to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the refunded amount. Nothing in this Clause 6.7 shall prevent the Service Operator from claiming an amount in accordance with Clause 6.8, if the Service Operator has reasonable cause to believe that the invoice contains a billing error which is not a Manifest Error.

- 6.8** If the Service Operator has a claim in respect of the accuracy or correctness of an invoice issued by a Telecom ROC (other than any claim in respect of a Manifest Error which has been made under Clause 6.6), the Service Operator shall no later than 12 months after the Due Date of the invoice which it disputes, serve notice on that Telecom ROC setting out details of the relevant invoice, the disputed amount and the grounds for the dispute together with supporting evidence. All disputes under this Clause 6.8 must be bona fide disputes for which the Service Operator has reasonable cause to believe that there has been a billing error.
- 6.9** The Telecom ROC and the Service Operator will use their reasonable endeavours to promptly settle any claim of a Manifest Error under Clause 6.6 and any claim of which a Telecom ROC is notified under Clause 6.8. Failing resolution:
- 6.9.1** in the case of claims under Clause 6.6, within 60 days from the Due Date of the invoice; and
- 6.9.2** in the case of claims under Clause 6.8, within 60 days of the date of the service of the notice under Clause 6.8; either party may serve notice on the other that it wishes the dispute to be arbitrated and the dispute shall be referred to arbitration in accordance with Clause 30.3 on the expiry of 10 days from the date of service of such notice. The terms of reference of such an arbitration shall be agreed between the parties but in no event shall relate to matters other than the accuracy or correctness of the invoice.
- 6.10** If a claim under Clause 6.8 is resolved in favour of the Service Operator, then the Telecom ROC will forthwith refund to the Service Operator:
- 6.10.1** the disputed amount, or so much thereof as the resolution of the dispute dictates should be refunded;
- 6.10.2** interest at the Bill Rate (as at the date on which the overpayment was made by the Service Operator) plus 1% per annum on the refunded amount referred to in Clause 6.10.1 for the period from and including the date on which the overpayment was made by the Service Operator to and including the date of payment of the refunded amount, such interest to be paid contemporaneously with the payment of the refunded amount.
- 6.11** 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 services under this Agreement, 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 12 months from the date of the provision of the relevant service after which no charge may be made for that service.
- 6.12** Rebate amounts payable under this Agreement shall be paid as follows:
- 6.12.1** rebate amounts due from a Telecom ROC to the Service Operator under Clause 5.4.3 2 shall be applied as a credit on the invoices setting out the charges to which such rebates pertain;
- 6.12.2** the Service Operator shall serve notice on the Principal ROC when, in the opinion of the Service Operator, the total expenditure by the Service Operator on Telecom Group Services in any year (commencing on 1 April and ending on 31 March) has achieved a level referred to in Item 5 of Schedule J which entitles the Service Operator to receive a rebate. On receipt of such notice the Principal ROC shall promptly liaise with the Service Operator and promptly examine the records of Telecom Group with a view to establishing to its satisfaction that the expenditure level referred to in the Service Operator's notice under this Clause 6.12.2 has been achieved. Where the Principal ROC is satisfied that an expenditure level referred to in Item 5 of Schedule J has been achieved, the Principal ROC shall forthwith serve notice on the Service Operator to that effect. Each Telecom ROC shall on and from the date of the Principal ROC's notice under this Clause 6.12.2 apply the applicable rebate for the applicable expenditure level as a credit on invoices covering the period commencing after the date of the Service Operator's notice under this Clause 6.12.2 to and including the next 31 March;
- 6.12.3** rebate amounts under Item 5 of Schedule J for any year commencing on 1 April and ending on 31 March shall be finally calculated by the Principal ROC after the end of that year and any adjusting payments shall be made by the Telecom ROC no later than the next 30 June;
- 6.12.4** credit notes for GST purposes showing the reduction in GST occasioned by virtue of a rebate will be provided to the Service Operator on payment of the rebate amounts under Clause 6.12.3.
- 6.13** A Telecom ROC may at the direction of the Service Operator apply any refunds payable under Clauses 6.6.3 and 6.10 or any amounts payable under Clause 6.12.2 as a credit towards other charges payable by the Service Operator under this Agreement.
- 6.14** Where:
- 6.14.1** an amount due from the Service Operator to a Telecom ROC under this Agreement remains unpaid after the Due Date of the relevant invoice; or
- 6.14.2** an amount due from the Service Operator to a Telecom ROC under Clauses 6.6.1 or 6.7 remains unpaid on the sixth Working Day after the date of resolution of the dispute; then, without prejudice to any of the Telecom ROC's rights of suspension or restriction 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 Bill Rate (as at the day after the Due Date or the date 6 Working Days after the date of resolution of the dispute, as the case may be) plus 5 percent per annum, such interest to be charged:
- 6.14.3** in the case of interest payable in respect of amounts unpaid after the Due Date of the relevant invoice and except as provided in Clause 6.15, from and including the day after the Due Date of the relevant invoice;

6.14.4 in the case of interest payable in respect of amounts unpaid on the sixth Working Day after the date of resolution of a dispute, from and including the sixth Working Day after the date of resolution of the dispute.

6.15 Where:

6.15.1 the Service Operator does not receive from a Telecom ROC an invoice (dated on a scheduled invoice date notified to the Service Operator by that Telecom ROC under Clause 6.2) before the expiry of 5 Working Days after that scheduled invoice date; and

6.15.2 the Service Operator gives notice to the Principal ROC in accordance with Clause 19.3 no later than the expiry of 1 Working Day after the expiry of the 5 Working Day period referred to in Clause 6.15.1 of failure to receive the invoice described in Clause 6.15.1 ("the late invoice"); and

6.15.3 that Telecom ROC fails to deliver the late invoice or a duplicate copy of it to the Service Operator before the expiry of 2 Working Days after the date on which the Service Operator's notice referred to under Clause 6.15.2 is served on the Principal ROC;

then notwithstanding Clause 6.14.3, in the event that the amount due from the Service Operator to the Telecom ROC under this Agreement remains unpaid after the Due Date of the late invoice, interest on that amount at the Bill Rate (as at the day after the Due Date) plus 5 percent per annum shall be charged from and including a date which occurs a number of days after the Due Date of the late invoice, such number of days to be calculated in accordance with the following formula:

$a - b$

Where:

a is the number of days from and including the scheduled invoice date for the late invoice referred to in Clause 6.15.1 to and including the date of delivery of the late invoice to the Service Operator;

b is the number of days from and including the scheduled invoice date referred to in Clause 6.15.1 for the late invoice to and including the expiry of the 2 Working Day period referred to in Clause 6.15.3.

6.16 Where

6.16.1 an amount due from a Telecom ROC to the Service Operator under Clauses 6.6.3 or 6.10 remains unpaid on the sixth Working Day after the date of resolution of the dispute; or

6.16.2 an amount due from a Telecom ROC to the Service Operator under Clause 6.12.3 remains unpaid on the sixth Working Day after the due date of payment of the rebate set out in Clause 6.12.3;

then that Telecom ROC shall be liable to pay to the Service Operator interest on that amount at the Bill Rate (as at the date 6 Working Days after the date of resolution of dispute or the date 6 Working Days after the due date for payment of the rebate as the case may be) plus 5 percent per annum, such interest to be charged from and including the date 6 Working Days after the date of the resolution of the dispute (or the date 6 Working Days after the due date for payment of the rebate as the case may be).

6.17 Where the Service Operator fails to pay any amounts due under this Agreement on or before the date of expiry of 10 days from the date of service on the Service Operator of a notice from the Telecom ROC of its intention to suspend or restrict that Telecom ROC's Network Service, that Telecom ROC may, without terminating this Agreement, suspend or restrict 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 of part of the amounts owing to that Telecom ROC by the Service Operator later than 10 days after the date of service of a notice under this Clause 6.17 or the continued provision of that Telecom ROC's Network Service after the date 10 days after the service of such a notice shall not constitute a waiver of that Telecom ROC's rights under this Clause 6.17. A notice served under this Clause 6.17 shall set out details of the amounts unpaid, and shall be served in accordance with the provisions of Clause 19.2, but shall not be served earlier than:

6.17.1 in the case of amounts which remain unpaid after the Due Date of the relevant invoice, the day after the Due Date;

6.17.2 in the case of amounts due from the Service Operator to the Telecom ROC under Clauses 6.6.1 or 6.7 which remain unpaid on the sixth Working Day after the date of resolution of the dispute, the day 6 Working Days after the date of resolution of the dispute.

7. CHARGING OF SERVICE OPERATOR'S CUSTOMERS

7.1 The Service Operator shall arrange 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. In the event that such consent is obtained, the Principal ROC shall give to the Service Operator reasonable notice before the implementation of the change.

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. The Principal ROC shall give to the Service Operator reasonable notice before the implementation of the change.

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. In such circumstances, the Principal ROC shall serve a notice on the Service Operator as soon as it becomes aware of the likelihood of such a change.

- 8.5** The Service Operator and Telecom will bear their own costs which arise directly or indirectly from any change in an Access Code under Clauses 8.2 or 8.4, or any change in the form into which an Access Code is translated under Clause 8.3.
- 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 Telecom Group has introduced its intelligent network system, has received reasonable notice from the Service Operator to make available the non-code access feature of that system, and the feature has been made available to any comparable Network Operator. 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) and Clause 9.10, under no circumstances will 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 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 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 that Telecom ROC or Telecom Group and any other third party for whom 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** Notwithstanding Clause 9.1, but subject to all of the other provisions in Clause 9, where a Telecom ROC:
- 9.2.1** delays carrying out its obligations of providing, installing and Pre-testing an Interconnect Link resulting in a Delayed Installation Date; or
- 9.2.2** fails to make personnel available for joint testing within the 2 Working Day period specified in Clause 2.7; that Telecom ROC shall refund to the Service Operator as liquidated damages (and not as a penalty) an amount calculated in accordance with the following formula:
- $$(a - (b + c + d)) \times e$$
- where a is the aggregate of the number of days from and including the Installation Date to and including the Delayed Installation Date, and the number of complete days after the expiry of the 2 Working Day period specified in Clause 2.7 during which the Telecom ROC has failed to make available personnel for joint testing;
- b is the number of days where the delay or failure was caused by Force Majeure;
- c is the number of days where the delay or failure arose directly or indirectly from the failure of a supplier to supply that Telecom ROC's Equipment;
- d is the number of days of delay by the Service Operator in complying with its obligations under Clauses 14.1 and 14.5;
- e is the charge per day for that Interconnect Link calculated in accordance with Item 1(a) of Schedule J and (if applicable) the pro rated monthly transmission charge payable under Item 1(b) of Schedule J;
- PROVIDED THAT:
- 9.2.3** no refund shall be made in respect of the first Interconnect Link provided, tested and installed at a Point of Interconnection; and
- 9.2.4** where $(a - (b + c + d))$ exceeds 60, the refund shall be calculated in accordance with the following formula:
- $$e \times 60.$$
- Subject to Clause 9.10, a refund under this Clause 9.2 represents the sole remedy for the Service Operator against Telecom Group in the event that a Telecom ROC delays in the provision, installation, testing or commissioning of an Interconnect Link.
- 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:
- 9.3.1** 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; or

9.3.2 to indemnify the Service Operator under Clause 22.7.

- 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 the Service Operator serves notice of the failure on the Principal ROC in accordance with Clause 19.3, 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 pro rata for part of such period) by which the failure continues after 24 consecutive hours after the time of service of the Service Operator's notice mentioned above:

$$\frac{1}{365} \times a$$

where a is the total annual charges calculated in accordance with Item 1(a) of Schedule J (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 that Telecom ROC's Network Service was suspended in accordance with the provisions of Clause 4.2.
- 9.6 In any event, under no circumstances will 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 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 or exclude the Service Operator's entitlement to a refund of charges under Clauses 9.2 and 9.4 in circumstances where such a refund is applicable.
- 9.7 If for any reason 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 (including negligence) or otherwise, the combined maximum liability of that Telecom ROC and Telecom Group and their officers, employees, contractors and agents to the Service Operator shall be \$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 \$100,000, irrespective of the number of events, PROVIDED THAT nothing in this Clause 9.7 shall apply to Telecom's liability under the Agreement to pay any amount under Clauses 6.6.3, 6.10, 6.12.3 or 6.16.
- 9.8 Nothing in this Agreement shall be construed to increase the contractual liability of a Telecom ROC in respect of any event beyond that which it otherwise would have had, had 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 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) performs from time to time in whole or in part, as agent or contractor of a Telecom ROC, any of the obligations of that Telecom ROC 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 under this Agreement;
- 9.11.2 that Telecom ROC 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 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 use reasonable endeavours to ensure that a provision shall be included in contracts with the Service Operator's Customers for the provision of the Service Operator's Network Service, whereby any liability of the Telecom Group and its officers, employees, contractors and agents arising from or in connection with the Service Operator's Network Service is excluded.

10. INDEMNITY BY SERVICE OPERATOR

- 10.1 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and Telecom Group and their officers, employees, contractors and agents from loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with:

10.1.1 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

10.1.2 any breach of this Agreement by the Service Operator.

10.2 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and Telecom Group for any loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with 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.

10.3 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and the Telecom Group from loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or the 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.

10.4 The Principal ROC shall notify the Service Operator as soon as practicably possible after the date on which any action, proceedings, claims or demands are brought against a Telecom ROC or Telecom Group by a customer of that Telecom ROC or Telecom Group (or a Service Operator's Customer, as the case may be) in respect of which the Service Operator shall indemnify that Telecom ROC or Telecom Group under Clauses 10.1, 10.2 or 10.3 and shall consult with the Service Operator on the defence of any such actions, proceedings, claims and demands, and will not settle any such actions, proceedings, claims and demands without the consent of the Service Operator, such consent not to be unreasonably withheld.

10.5 In no event shall the Service Operator be liable to indemnify a Telecom ROC or Telecom Group under Clauses 10.1, 10.2 and 10.3 for any gratuitous payments made by that Telecom ROC or Telecom Group to its customers or the Service Operator's Customers, unless the gratuitous payment is part of a settlement of a claim by a customer or a Service Operator's Customer (as the case may be) which has received the consent of the Service Operator under Clause 10.4.

10.6 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 that Telecom ROC and Telecom Group (including solicitor client costs) in the exercise of any of that Telecom ROC's or Telecom Group's rights under this Agreement or at law.

11. PROTECTION OF TELECOM ROC'S AND SERVICE OPERATOR'S NETWORKS

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 interference with or 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 impede a Telecom ROC in the performance of its obligations to any other interconnecting party.

11.2 Subject to the provisions of this Agreement, each Telecom ROC shall not do or permit to be done or omit or permit the omission of anything in relation to that Telecom ROC's Network which:

11.2.1 will cause damage to the Service Operator's Equipment or the Service Operator's Network, or any other network Connected thereto of any kind or description whatsoever; or

11.2.2 will, save as permitted under or pursuant to this Agreement, result in interference with or modification of the operation of the Service Operator's Equipment or the Service Operator's Network, or any other network Connected thereto of any kind or description whatsoever.

11.3 Each Telecom ROC and the Service Operator shall adopt reasonable precautions in accordance with their respective usual procedures to prevent acts of sabotage on:

11.3.1 the Service Operator's Network; and

11.3.2 each Telecom ROC's Network;

by their respective officers, employees, contractors, agents and customers.

12. SAFETY

12.1 Without limiting anything in Clause 13, 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 anything to a Telecom ROC's Network at a Service Delivery Point and a Telecom ROC shall not Connect anything to the Service Operator's Network at a Service Delivery Point except in accordance with the PTC Specifications. Each Telecom ROC shall co-operate with the Service Operator and the Service Operator shall co-operate with each Telecom ROC 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.
- 13.2** 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. All ROCs acknowledge that the Service Operator's qualified communications personnel are competent to certify compliance of the Service Operator's Network with the PTC Specifications.
- 13.3** 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 of this Agreement to ensure that they comply at the Service Delivery Points with the PTC Specifications and CCITT recommendations and with their respective obligations under Clause 12 and Clauses 13.5 to 13.10 (inclusive).
- 13.4** The Service Operator and each Telecom ROC shall carry out testing in accordance with the requirements of Item 2 of Schedule F.
- 13.5** The parties shall comply with the technical requirements set out in Schedule H.
- 13.6** The Service Operator shall ensure that all Calls comply in level and frequency with the requirements of PTC 102 Figure 4.
- 13.7** 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 the QDU level specified in Item 2 of Schedule H for all Calls to or from Telecom Group's international network which pass in and out of any Point of Interconnection.
- 13.8** Where a Call may eventually be transmitted to Telecom Group's international network, the parties shall use reasonable endeavours to ensure that they comply with:
- 13.8.1** CCITT recommendations; and
- 13.8.2** the principles and requirements of any co-respondent agreements between Telecom Group and overseas networks as notified to the Service Operator by the Principal ROC from time to time.
- 13.9** The Service Operator shall use 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 reasonable endeavours to ensure that the quality of the conveyance of Calls to be delivered to the Service Operator's Network (of 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).
- 13.10** The Service Operator will ensure that the numbering system of the Service Operator's Network is technically 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.
- 13.11** The Service Operator will not:
- 13.11.1** use the prefix number "0900" in connection with the Service Operator's Network Service;
- 13.11.2** 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.

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

- 14.1** The Service Operator shall no later than 5 Working Days prior to the Installation Date for an Interconnect Link which is part of a Telecom ROC's Network prepare and have available for that Telecom ROC:
- 14.1.1** the premises more particularly described in Schedule G specified for that Telecom ROC to accommodate the Service Delivery Point (to be Connected to that Interconnect Link), 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 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 or 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 After reasonable oral notice from a Person Authorised to the Service Operator (delivered either directly or by telephone), or immediately and without notice in the case of emergency, the Service Operator shall arrange and provide access for the Person Authorised to the Service Operator's Premises. Such access shall comprise access for the Person 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. Such access shall be provided at all reasonable hours except, in the case of an emergency, where access shall be provided at any time. The Service Operator shall at its own expense, make reasonable efforts to 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. Neither a Telecom ROC nor Telecom Group shall be liable for any failure to perform any of that Telecom ROC's obligations under this Agreement where that Telecom ROC is unable to perform its obligations as a direct or indirect result of the Service Operator's failure to obtain such consents or wayleaves. The Service Operator shall indemnify and save harmless each respective Telecom ROC and Telecom Group and Persons Authorised from loss, damage, liability, costs or expense which may be suffered or incurred by that Telecom ROC, Telecom Group or Persons Authorised arising from or in connection with the Service Operator's failure to obtain such consents and wayleaves.

14.6 Each Telecom ROC shall ensure that Persons Authorised shall not interfere with the Service Operator's Equipment or the provision by the Service Operator of the Service Operator's Network Service except to the extent that such interference is necessary in the performance of the applicable Telecom ROC's obligations under this Agreement.

14.7 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 Force Majeure), 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.

14.8 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:

14.8.1 the Service Operator taking measures satisfactory to that Telecom ROC to protect that Telecom ROC's Equipment during the course of such alterations;

14.8.2 the Service Operator paying any of that Telecom ROC's charges of shifting any of that Telecom ROC's Equipment as a result of such alterations.

15. NOTIFICATION OF FAULTS

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 procedures for notification of faults referred to in Schedule F and the principles of priority of repair of faults set out in Schedule F.

16. NETWORK CHANGES

16.1 Subject to Clauses 16.2 to 16.4 (inclusive), in the event that a Telecom ROC wishes or is required to make any change to that Telecom ROC's Network which makes it necessary for a change to be made to the requirements of the PTC Specifications and also 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.
- 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. The change shall become effective at any time on or after the date and time mentioned in the notice under Clause 16.1.3.
- 16.2** Subject to Clauses 16.3 and 16.4, in the event that a Telecom ROC is of the reasonable opinion that a change to that Telecom ROC's Network is required as a matter of urgency for the effective continued operation of that Telecom ROC's Network or any other network Connected thereto of any kind or description including the Service Operator's Network and such change:
- 16.2.1** makes it necessary for a change to be made to the Service Operator's Network; and
- 16.2.2** makes it necessary for a change to be made to the requirements of the PTC Specifications;
- the Principal ROC shall give to the Service Operator as much notice of the required change, as, in the reasonable opinion of the Principal ROC, is possible, having regard to the urgency of the condition and the risks to the effective continued operation of the relevant network in delaying the change. Such notice shall be in lieu of any notice which may have otherwise been required under Clause 16.1 (or may have otherwise been agreed under Clause 16.3 in lieu of the notice provisions under Clause 16.1) if this Clause 16.2 had not applied. After such notice is given, the Principal ROC shall liaise with the Service Operator (as far as is reasonably practicable) with respect to the proposed change to enable the Service Operator to familiarise itself with the change and, if necessary, plan accordingly. The change shall become effective at any time on or after the date and time mentioned in the Principal ROC's notice served pursuant to this Clause 16.2.
- 16.3** Notwithstanding anything in Clauses 16.1 and 16.2, the notice provisions of those clauses may (in any particular case) be waived or substituted by other notice requirements by agreement in writing between the Principal ROC and the Service Operator where the parties wish to expedite the implementation of the particular change.
- 16.4** Notwithstanding anything in Clauses 16.1 to 16.3 (inclusive), the parties agree that a Telecom ROC may implement any technical or operational change or adjustment at Service Delivery Points and in the respective Telecom ROC's Network which makes it necessary for any change to be made to the Service Operator's Network without consultation with or the consent of the Service Operator, where, in the reasonable opinion of that Telecom ROC, that change or adjustment is of a minor nature PROVIDED THAT where such change or adjustment requires a disconnection and/or reconnection of a Telecom ROC's Equipment which will affect the provision of the Service Operator's Network Service, the Principal ROC shall where practicable, consult with the Service Operator before serving notice on the Service Operator with respect to such change or adjustment. Any such change or adjustment may be implemented 7 days after the date on which the Principal ROC has served notice on the Service Operator setting out details of the required change or adjustment. The Service Operator shall co-operate in the implementation of any such changes or adjustments made in accordance with the provisions of this Clause 16.4.
- 16.5** Subject to Clause 16.6, where a change to a Telecom ROC's Network makes it necessary for a change to be made to the Service Operator's Network, each party shall bear their own costs which arise directly or indirectly from such change.
- 16.6** In no event shall the Service Operator be liable for any charges for disconnection or reconnection of a Telecom ROC's Equipment described in:
- 16.6.1** Clauses 5.1 and 5.2; or
- 16.6.2** The Telecom List of Charges;
- which arise as a result of any change to a Telecom ROC's Network described in Clauses 16.1, 16.2 and 16.4.
- 16.7** 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. Such forecasts shall include estimates of originating and terminating traffic volumes on a "Service Delivery Point to Telecom local calling area" basis. The forecasts shall also set out the expected peak busy season/busy hour traffic volumes and other traffic volumes by reference to the "reference loads" referred to in the PTC Specifications. All such forecasts shall cover (as far as possible) each year for the next three years commencing on the date that the relevant forecast is required to be supplied pursuant to this Clause 16.7. The first such forecast shall be supplied by the Service Operator to the Principal ROC on [] (or on such other date as may be agreed between the parties) and forecasts shall be supplied annually thereafter. On the date that each such forecast is supplied (excluding the first such date), the Principal ROC shall, upon request by the Service Operator, where reasonably practicable, provide to the Service Operator historic traffic information (in respect of Calls conveyed through that Telecom ROC's Interconnect Links to the Service Operator's Network), and such

other information as shall be agreed between the parties, for the year ending on the date 1 month prior to the date on which the forecast is to be supplied. Such information shall be supplied by the Principal ROC free of charge where:

16.7.1 the provision of the information is part of the on-going mutual planning sessions to assist in the dimensioning of the Interconnect Links; and

16.7.2 the provision of the information does not require Telecom to place additional demands upon time and resources. For these purposes it is agreed that the provision of the information does not place additional demands upon time and resources where the provision of such information is part of the normal services provided by Telecom free of charge to comparable interconnecting parties or any other customer of the Telecom Group.

In all other cases, the Service Operator shall pay Telecom's reasonable charges for the provision of such information.

16.8 It is acknowledged by Telecom that the Service Operator may from time to time during the term of this Agreement require:

16.8.1 changes in the number and/or location of Service Delivery Points;

16.8.2 change in the number and/or location of Interconnect Links.

It is agreed by the Service Operator that any changes in the number of Interconnect Links requested by the Service Operator shall comply as a minimum with the relevant PTC Specifications and CCITT recommendations relating to traffic measurement, forecasting and to grades of service to be applied to traffic routes concerned.

16.9 The Service Operator shall serve the following notices on the Principal ROC setting out details of changes described in Clause 16.8 which it expects it will require:

16.9.1 notice setting out the expected required changes (if any) for the next year. The first such notice shall be served on the Principal ROC no later than 6 months after the commencement date of this Agreement set out in Clause 18.1 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 16.9.1 shall be indicative only and shall not be binding on the Service Operator;

16.9.2 notice setting out the expected required changes and the required dates for their implementation. Each such notice under this Clause 16.9.2 shall be served on the Principal ROC no later than 6 months prior to the earliest required date for the implementation of any change referred to in the notice.

Any notice served on the Principal ROC under Clause 16.9.1 or Clause 16.9.2 shall include the following information:

16.9.3 details of route and circuit allocations;

16.9.4 translator and routing information relating to the expected change, including numbering changes;

16.9.5 details of any amendments which the Service Operator wishes to be made to Schedule I as a result of the expected change.

16.10 No later than 1 month after the date of the Service Operator's notice under Clause 16.9.2, the Principal ROC shall serve notice on the Service Operator setting out details of:

16.10.1 the Interconnect Links (and their associated Service Delivery Points) referred to in the Service Operator's notice which the respective Telecom ROCs agree to provide, subject to agreement on Installation Dates and End Dates;

16.10.2 the Interconnect Links (and Service Delivery Points) referred to in the Service Operator's notice which the respective Telecom ROCs agree to decommission, subject to agreement on dates for such decommissioning.

16.11 On receipt of the Principal ROC's notice, the Service Operator shall liaise with the Principal ROC with a view to agreeing the Installation Dates and End Dates for the new Interconnect Links, the End Dates for the new Service Delivery Points and the dates for decommissioning (if any) of existing Interconnect Links and Service Delivery Points. Unless otherwise agreed in writing between the Principal ROC and the Service Operator, in no circumstances shall the date of decommissioning for an Interconnect Link or Service Delivery Point occur on or before the End Date for that Interconnect Link or Service Delivery Point. Where such Installation Dates, End Dates and dates for decommissioning (if any) are agreed:

16.11.1 the parties shall amend Items 2 and 3 of Schedule C, and Schedule G, in accordance with the provisions of Clause 20.1, to reflect the agreement reached between them under Clause 16.10 and this Clause 16.11; and then

16.11.2 the relevant Telecom ROCs and the Service Operator shall carry out their respective obligations as set out in Clauses 2.4, to 2.8 (inclusive) and Clauses 16.12 and 16.13.

16.12 Where it has been agreed pursuant to Clause 16.11 that an Interconnect Link or a Service Delivery Point which forms part of a Telecom ROC's Network shall be decommissioned by a date agreed pursuant to Clause 16.11, that Telecom ROC shall use its reasonable endeavours to decommission that Interconnect Link or Service Delivery Point by such agreed date for decommissioning.

16.13 Where any changes are agreed between the Principal ROC and the Service Operator pursuant to Clauses 16.10 and 16.11, which will result in the removal of any of a Telecom ROC's Equipment from the Service Operator's Premises, the Service Operator shall pay to that Telecom ROC all charges for and in respect of disconnection and removal as described in Clause 5.2 relating to any such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any physical 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 that is a direct consequence of the sole negligence of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents.

17. ASSIGNMENT

- 17.1** Subject to Clause 17.5, 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; and
 - 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 and/or registered as a registered operator under the Telecommunications (International Services) Regulations 1989; and
 - 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 reasonable 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; and
 - 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 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; and
 - 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; and
 - 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. For the purposes of this Clause 17.2 and in relation to the Service Operator (but not any assignee of the Service Operator) "effective control" of the Service Operator shall be deemed to have been altered when any one shareholder in the Service Operator obtains 50% or more of the voting shares in the Service Operator except where the Service Operator is a public company listed on the Stock Exchange Number One Board.
- 17.3** Each Telecom ROC may without notice to or consent of the Service Operator assign this Agreement or any part of its benefits or obligations under this Agreement to any other member of the Telecom Group but as between the Service Operator and the Telecom ROC any such assignment shall not prevent the Telecom ROC exercising any right or claiming any benefit, protection or indemnity under this Agreement.
- 17.4** 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 to this Agreement.
- 17.5** 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 and including the date of commencement of this Agreement which is []. This Agreement shall continue for a period to and including 31 December 1995 ("the initial term") and shall be automatically renewed for an equal period of 1 year at the end of the initial term (and at the end of each subsequent 1 year period) unless the Principal ROC or the Service Operator gives notice to the other not less than 6 months prior to the expiration of the initial term (or a subsequent 1 year period as the case may be) that it does not wish to renew this Agreement. If the Principal ROC or the Service Operator gives notice to the other that it does not wish to renew this Agreement, then each shall at the request of the other, negotiate in good faith with the other to agree a new interconnection agreement to cover the period commencing on the expiry of this Agreement on terms and conditions which are satisfactory to the parties.
- 18.2** This Agreement may be terminated forthwith by the Principal ROC in the event that:
- 18.2.1** any amounts which a Telecom ROC has invoiced to the Service Operator under this Agreement (other than amounts in respect of which the Service Operator has given notice of a Manifest Error in accordance with Clause 6.6) remain unpaid 1 month after the Due Date of the relevant invoice; or
 - 18.2.2** any amounts which are payable by the Service Operator to a Telecom ROC under Clauses 6.6.1 or 6.7 remain unpaid 1 month after the date of resolution of the dispute; or
 - 18.2.3** the Service Operator neglects or fails to perform and observe any of the material 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

18.2.4 the Service Operator receives 6 notices from the Principal ROC under Clause 18.2.3 in any 12 month period; or

18.2.5 execution is levied against a substantial part of the assets of the Service Operator; or

18.2.6 the Service Operator either:

18.2.6.1 goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Principal ROC); or

18.2.6.2 is wound up or dissolved; or

18.2.6.3 enters into a scheme of arrangement with its creditors or any class thereof; or

18.2.6.4 is placed under official management; or

18.2.6.5 a receiver or manager is appointed of any of the assets of the Service Operator or any parent company of the Service Operator; or

18.2.7 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 which is required by the Service Operator in order for it to lawfully provide the Service Operator's Network Service, or the Service Operator fails to maintain such licence, permit or other official authorisation.

18.3 In the event that the Government of New Zealand announces its intention to enact, or introduces, new legislation or regulations affecting directly or indirectly telecommunications which in the reasonable opinion of the Principal ROC contains any provision which has or would have the effect of:

18.3.1 making or continuing to make the operation of this Agreement impractical;

18.3.2 making or continuing to make either Telecom or the Service Operator incapable of performing their respective obligations or a material part thereof under this Agreement; or

18.3.3 unreasonably impairing or continuing to unreasonably impair the profitability of All ROCs; the parties shall use reasonable endeavours to negotiate an amendment to this Agreement, which amendment will take account of the legislative and regulatory changes, PROVIDED THAT if the parties fail to reach agreement on or before 30 days after the enactment of the new legislation or regulations which gives rise to the results described in Clauses 18.3.1, 18.3.2 or 18.3.3, 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) may carry out disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC the charges for and in respect of disconnection and 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 physical damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises that is a direct consequence of the sole negligence of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents.

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, 14.7, 18, 21.4, 21.5, 21.6, 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 Subject to Clauses 19.2 and 19.3, and to the provisions of this Agreement which expressly refer to the giving of oral notice, any notices required to be served upon a party hereto or given to a party hereto shall be in writing and shall be deemed to have been served or given:

19.1.1 as soon as the same is personally delivered to the address set out below (or such other address as a party may notify to the others by notice); or

19.1.2 2 days following the posting of the same by prepaid registered mail to such address; or

19.1.3 immediately if transmission by facsimile is effected to the facsimile number set out below (or such other facsimile number as a party may notify to the others by notice); or

19.1.4 immediately if transmission is effected by such other electronic medium as the parties may from time to time agree in accordance with Clause 20.1 to such place, number or code as a party may notify to the others by notice.

Telecom ROC

[Address]

Attention: []

Telephone: []

Facsimile: []

Principal ROC

[Address]

Attention: []

Telephone: []

Facsimile: []

TCNZ

[Address]

Attention: []

Telephone: []

Facsimile: []

Service Operator

[Address]

Attention: []

Telephone: []

Facsimile: []

19.2 Notwithstanding anything in Clause 19.1, any notice required to be served upon or given to the Service Operator under Clause 6.17 shall be in writing and signed by the Managing Director (or in his or her absence, the Company Secretary) of the Principal ROC and shall be served or given by either personal delivery to the [Chief Executive Officer] (or, in his or her absence, the Company Secretary) of the Service Operator at the address set out below, or by transmission by facsimile to the facsimile number set out below marked to the attention of the [Chief Executive Officer] of the Service Operator, and in either case such notice shall be deemed to be served or given immediately.

[Address]

Attention: []

Telephone: []

Facsimile: []

19.3 Notwithstanding anything in Clause 19.1, any notice required to be served or given by the Service Operator or the Principal ROC under Clauses 2, 6.14.2 or 9.4 shall be in writing and shall be served or given by either personal delivery to the appropriate address set out in Clause 19.1 or by transmission by facsimile to the appropriate facsimile number set out in Clause 19.1 and marked to the attention of the appropriate person set out in Clause 19.1, and in either case such notice shall be deemed to be served or given immediately.

20. AMENDMENT

20.1 Subject to Clauses 20.2 to 20.4 (inclusive) and Clauses 3.3, 3.4 and 3.5, 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.

- 20.2** Subject to Clauses 20.3 and 20.4, All ROCs 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 previous Schedule E. The amendment shall take effect on the date specified in the notice, or the date 3 months after the date of the notice, whichever is the later.
- 20.3** Notwithstanding anything in Clause 20.2, but subject to Clause 20.4:
- 20.3.1** 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 serve notice on the Service Operator 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;
- 20.3.2** where a Telecom ROC makes any change to that Telecom ROC's Network under Clauses 16.2 to 16.4, (inclusive) and such change necessitates a change to Schedule E, the Principal ROC may effect the change by serving notice on the Service Operator at any time.
- 20.4** Notwithstanding anything in Clauses 20.2 and 20.3.1, the notice provisions of those clauses may (in any particular case) be waived or substituted by other notice provisions by agreement in writing between the Principal ROC and the Service Operator where the parties wish to expedite the implementation of the particular change.

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.
- 21.6** If any action, proceedings, costs, claims and demands are brought in respect of any alleged infringement by the Service Operator of Intellectual Property of a third party arising from the use by the Service Operator of any Intellectual Property furnished or licensed by or in respect of which a licence has been procured by Telecom Group pursuant to this Agreement, then the Principal ROC shall render all reasonable assistance to and shall co-operate with the Service Operator for the purpose of defending or otherwise in connection with any such actions, proceedings, costs, claims and demands in respect of any such alleged infringement which are brought against the Service Operator. The Service Operator shall notify the Principal ROC as soon as practicably possible after the date on which any such actions, proceedings, costs, claims and demands become known to 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 TCNZ or 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 of the Receiving Party 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 make reasonable endeavours to cause a person or persons to whom the Confidential Information is disclosed in accordance with Clause 22.2.3 (other than officers and employees of the Receiving Party) to provide a written undertaking to the Supplying Party, in terms reasonably 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 any of them of any of the provisions of this Clause 22 may cause another party (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 any 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:
- 22.6.1** any personnel within the Telecom Group involved in the marketing of services which compete with the Service Operator's Network Service; or
- 22.6.2** any third party;
unless appropriate confidentiality assurances in favour of, and in a form approved by, the Service Operator, have been obtained.
- 22.7** The Receiving Party hereby agrees to indemnify and hold the Supplying Party harmless from all loss, damage, liability, costs or expense (including solicitor client costs) 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 a Telecom ROC or TCNZ, 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 the 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 the operation of this Agreement and apply reasonable 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 date of commencement of this Agreement set out in Clause 18.1;
- 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 the Service Operator's Network to each Telecom ROC'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:

- 25.2.1 any act of God or act of nature, 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 like force majeure event; or
- 25.2.2 any strike, lockout, work stoppage or other labour hindrance;
- 25.2.3 any failure of a third party to provide goods and services; 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 its 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 served on 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 serve notice on the Principal ROC (in the case of the Service Operator), or the Service Operator (in the case of that Telecom ROC), 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 substantially perform a material obligation 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. The 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 substantially perform a material obligation 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 the making available and provision of each Telecom ROC's Network Service, 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 any networks, if it does not have an agreement to do so with the operator of the network in question other than the Service Operator's Network, an Other ROC's Network or the Telecom Group's international network pursuant to the provisions of this Agreement; 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** Subject to Clause 30.3, 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** Subject to Clause 30.3, 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.

- 30.3** Notwithstanding anything in Clauses 30.1 and 30.2, any dispute referred to arbitration under Clause 6.9 shall forthwith be referred to one of the permanent arbitrators who have some expertise in accountancy and who are appointed by agreement of the Principal ROC and the Service Operator to act in relation to disputes referred to them pursuant to Clause 6.9 arising while they hold such office, until their retirement from the position to which they are appointed pursuant to this Clause 30.3 or until dismissal by either the Principal ROC or the Service Operator. Failing agreement on the appointment of a permanent arbitrator or permanent arbitrators, the permanent arbitrator (or permanent arbitrators, as the case may be) shall be appointed by the President for the time being of the Arbitrators Institute of New Zealand Inc.. If a permanent arbitrator during the period of his or her appointment is absent from New Zealand or is otherwise unavailable to act as the arbitrator, and there is not another permanent arbitrator to act in respect of such dispute then the Principal ROC and the Service Operator shall appoint another arbitrator ("the alternate arbitrator") to act in respect of disputes arising during that period of the permanent arbitrator's absence or unavailability or, failing agreement on the appointment of the alternate

arbitrator, then the alternate arbitrator shall be appointed by the President for the time being of the Arbitrators Institute of New Zealand Inc.. The procedure to be followed in determining a dispute shall be determined by the permanent arbitrator (or the alternate arbitrator, as the case may be). The decision of the permanent arbitrator (or the alternate arbitrator, as the case may be) shall be final and binding. This clause shall be deemed to be a "submission" within the meaning 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 Clause 20.

SCHEDULE C

REFERENCE SCHEDULE

ITEM 1—TELECOM ROC'S NETWORK SERVICE (Clause 1.54)

[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 pursuant to the provisions of Item 6 of this Schedule) and which are preceded by an 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 in the signalling format defined in PTC 301 of either the called valid Telecom national number, or part of the number (as agreed between the parties) which the Service Operator's End User has dialled;
- 1.3** provision on multi-frequency compelled 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 serving the relevant Point of Interconnection and Connected to the Service Delivery Point where such Call is delivered;
- 1.4** where the Telecom ROC's Telephone Exchange serving the relevant Point of Interconnection and Connected to the Service Delivery Point 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** where they are available, 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:
 - 1.7.1** all Calls delivered to Telecom [Auckland's] Telecom ROC's Network from the Service Operator's Network in accordance with the Principle of Call Hand-over for which a Telecom number is provided in the format of the Telecom national call prefix "0" followed by a valid Telecom national number and delivery or offer of delivery of such Call to the destination designated by the Telecom national number; PROVIDED THAT subject to Clause 1.7.2 of this Item 1(a) of this Schedule, unless otherwise agreed between the parties, no such Calls shall be delivered to a network other than a Telecom ROC's Network;
 - 1.7.2** all Calls delivered to Telecom [Auckland's] Telecom ROC's Network from the Service Operator's Network in accordance with the Principle of Call Hand-over for which an international number is provided in the format of the Telecom international call prefix "00" followed by an appropriate international number, and onwards switching towards the country designated by the international number;
- 1.8** provision of standard operator services such as 120 fault service, 124 cable location and 0155 seven-digit numbering help desk for use by Service Operator's End Users;
- 1.9** provision of domestic directory services (wherever there is a free operator available), for Service Operator's End Users who route originate Calls to Telecom Group's domestic directory services from the Service Operator's Network. No international directory services will be provided.

ITEM 2—SERVICE DELIVERY POINTS (Clause 1.39)

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

ITEM 3—INTERCONNECT LINKS (Clause 1.19)

Number of Interconnect Links and location, Installation Date and End Date for each Interconnect Link to be described for each Telecom ROC.

ITEM 4—POINTS OF INTERCONNECTION (Clause 1.32)

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

ITEM 5—ACCESS CODE (Clauses 1.1 and 8)**ITEM 6—THIRD PARTY NETWORKS**

- 1.1** All Calls from Telecom Group's international network to be delivered to the Service Operator's Network will be transmitted from the international gateway exchanges of Telecom Group situated at Airedale Street, Auckland or Papatoetoe directly to Telecom Auckland's Telecom ROC's Network and will be handed over to the Service Operator's Network at the Service Delivery Point Connected to the Telecom ROC's Telephone Exchange serving the Point of Interconnection at Airedale Street, Auckland.
- 1.2** A Call from the Telecom Cellular Limited network to be delivered to the Service Operator's Network will be handed over to the Service Operator's Network at the Service Delivery Point Connected to the Telecom ROC's Telephone Exchange which is closest (in terms of design and use of that Telecom ROC's Network), to the exchange which switches the Call delivered from the Telecom Cellular Limited network to that Telecom ROC's Network.
- 1.3** The parties acknowledge that from time to time networks other than those referred to in Clauses 1.1 and 1.2 of Item 6 of this Schedule may wish to deliver traffic to a Telecom ROC's Network for delivery to the Service Operator's Network. The parties further acknowledge that the arrangements for delivery of such traffic by a Telecom ROC to the Service Operator, in particular with respect to the Service Delivery Point at which such traffic shall be handed over to the Service Operator, shall be agreed between the parties and necessary amendments to this Agreement shall be made in accordance with Clause 20.1.
- 1.4** The parties further acknowledge that from time to time networks other than Telecom Group's international network, the Telecom Cellular Limited network, the Telecom Paging Limited network and an Other ROC's Network, may wish to accept traffic which is delivered from the Service Operator's Network to a Telecom ROC's Network for delivery to that other network. The arrangements for delivery of such traffic by the Service Operator to a Telecom ROC's Network, in particular with respect to the Service Delivery Point at which such traffic shall be handed over by the Service Operator, shall be agreed between the parties and necessary amendments to this Agreement shall be made in accordance with Clause 20.1.

SCHEDULE D***SERVICE OPERATOR'S NETWORK SERVICE (Clause 1.45)*****SCHEDULE E*****PTC SPECIFICATIONS (Clause 1.37)*****ITEM 1—APPLICABLE SPECIFICATIONS****ITEM 2—EXCLUSIONS AND QUALIFICATIONS****ITEM 3—ANSWER LINE SIGNALS—(Clause 1.8.2)****SCHEDULE F*****TESTING PROCEDURES AND PROCEDURES FOR NOTIFICATION OF FAULTS (Clauses 13.4 and 15)*****ITEM 1—PLANNED OUTAGES**

- 1.1** The Principal ROC and the Service Operator shall establish procedures for the notification of planned outages which affect a Telecom ROC's Network Service. Such procedures shall cover:
 - 1.1.1** the period of notice of such outages;
 - 1.1.2** the restoration of the Telecom ROC's Network Service following the planned outage.

The parties shall comply with the procedures so agreed.

- 1.2** It is agreed that any notice of planned outages shall include details of the date, time and expected duration of the outage and details of the extent of the outage.

ITEM 2—ALARMS, UNPLANNED OUTAGES AND FAULT CORRECTION

- 1.1** The Principal ROC and the Service Operator shall agree procedures for the notification:
 - 1.1.1** by the Principal ROC to the Service Operator of the existence and clearance of alarms and unplanned outages in a Telecom ROC's Network affecting an Interconnect Link and its operation;
 - 1.1.2** by the Service Operator to the Principal ROC of the existence and clearance of alarms and unplanned outages in the Service Operator's Network affecting the operation of an Interconnect Link and its operation; and the parties shall comply with the procedures so agreed.
- 1.2** Each Telecom ROC shall execute appropriate testing to localise and isolate faults in that Telecom ROC's Network.

- 1.3** The Service Operator shall execute appropriate testing to localise and isolate faults in the Service Operator's Network.
- 1.4** The Principal ROC and the Service Operator shall, where necessary, liaise and co-operate in assisting in the testing described in Clauses 1.2 and 1.3 of this Item 2 of this Schedule.
- 1.5** Where a fault in a Telecom ROC's Network occurs:
- 1.5.1** that Telecom ROC shall apply restoration priorities to the Service Operator which are comparable to those which apply to other customers of that Telecom ROC;
- 1.5.2** that Telecom ROC shall apply response times to the Service Operator which are comparable to those which apply to other customers of that Telecom ROC.

ITEM 3—NORMAL TRAFFIC PATTERNS—(Clause 4.2.4)

- 1.1** For the purposes of Clause 4.2.4, distortion of normal traffic patterns will occur where the traffic patterns are such as to cause instability, congestion or other operational problems in a Telecom ROC's Network.

SCHEDULE G

SERVICE OPERATOR'S PREMISES—(Clause 14.1)

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

SCHEDULE H

TECHNICAL REQUIREMENTS—(Clauses 13.5 and 13.7)

ITEM 1—NUMBERING PLAN

The Service Operator shall provide to the Principal ROC full Details of all of the number series used in or in connection with the Service Operator's Network Service from time to time, including the number of digits used in each number series.

ITEM 2—QUANTISING DISTORTION UNIT ALLOWANCE

The quantising distortion unit allowance for the Service Operator's Network shall not exceed 2.5 QDUs.

SCHEDULE I

CATCHMENT AREAS (Clause 3.2)

Location of Local calling areas served Point of Interconnection by Point of Interconnection

SCHEDULE J

CHARGES (Clause 5)

(All charges in the Schedule exclude GST)

ITEM 1—INTERCONNECT LINK CHARGES

- (a) Interconnect Link Charge—Within a Point of Interconnection

Subject to Item 5 of this Schedule, the charges for Interconnect Links within a Point of Interconnection shall be those set out in The Telecom List of Charges from time to time.

- (b) Interconnect Link Charge—Outside a Point of Interconnection

Subject to Item 5 of this Schedule, the charges for Interconnect Links outside a Point of Interconnection shall be those set out in The Telecom List of Charges from time to time.

ITEM 2—CALL CHARGES

Subject to Item 5 of this Schedule, the Call Charges shall be calculated in accordance with the toll call tariffs and local call tariffs set out in The Telecom List of Charges from time to time except that the toll call tariffs shall be applied on the basis that the rates are for each minute or part of a minute.

ITEM 3—ANI CHARGES

Subject to Item 5 of this Schedule, ANI Charges set out in The Telecom List of Charges from time to time.

ITEM 4—ACCESS LEVY

This levy will reflect the economic and commercial value of access to each Telecom ROC's Network for the Service Operator, including the costs of maintaining and developing Telecom's residential and rural telephone network.

ITEM 5—REBATE

Each Telecom ROC agrees to apply a rebate to the charges payable by the Service Operator for Telecom Group Services in accordance with the following:

- 1.1** in the event that the total expenditure by the Service Operator on the Telecom Group Services exceeds \$5 million (excluding GST) but is not more than \$10 million (excluding GST) in any year during the term of this Agreement commencing on 1 April and ending on 31 March then the rebate shall be 2.5%;
- 1.2** in the event that the total expenditure by the Service Operator on the Telecom Group Services exceeds \$10 million (excluding GST) but is not more than \$15 million (excluding GST) in any year during the term of this Agreement commencing on 1 April and ending on 31 March then the rebate shall be 5%;
- 1.3** in the event that the total expenditure by the Service Operator on the Telecom Group Services exceeds \$15 million (excluding GST) in any year during the term of this Agreement commencing on 1 April and ending on 31 March then the rebate shall be 6%;
- 1.4** for the purposes of determining the total expenditure by the Service Operator on the Telecom Group Services for a year commencing on 1 April and ending on 31 March under this Item 5 of this Schedule, the following principles shall apply:

- 1.4.1 any amounts appearing on an invoice, the date of which falls during that period, which remains unpaid 22 days after the last day of such period, shall be disregarded;
- 1.4.2 any penalty interest paid by the Service Operator for late payment shall be disregarded;
- 1.4.3 where there is a dispute with respect to the accuracy of an invoice which is resolved in the Service Operator's favour resulting in a refund to the Service Operator, such refund shall be subtracted from the total expenditure by the Service Operator on Telecom Group Services for the year (commencing on 1 April and ending on 31 March) during which the dispute is resolved;
- 1.4.4 where the charges for the Telecom Group Services should have been included within earlier invoices and were inadvertently omitted, such charges shall be included in the total expenditure by the Service Operator on Telecom Group Services in the year (commencing on 1 April and ending on 31 March) during which such charges are invoiced;
- 1.4.5 where the Service Operator is credited with a rebate under this Item 5 of this Schedule or any other rebate in respect of Telecom Group Services, such rebate shall be subtracted from the total expenditure by the Service Operator on the Telecom Group Services for the year (commencing on 1 April and ending on 31 March) during which the rebate is credited.

SCHEDULE K GUARANTEE

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 L

LIST OF SCHEDULES TO THIS AGREEMENT (Clause 1.38)

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 Notification of Faults
- SCHEDULE G—Service Operator's Premises
- SCHEDULE H—Technical Requirements
- SCHEDULE I—Catchment Areas
- SCHEDULE J—Charges
- SCHEDULE K—Guarantee
- SCHEDULE L—List of Schedules to this Agreement



