

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—