

SECTION 8**NON-RESIDENTIAL CONTRACT**

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

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

1. INTERPRETATION

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

2. PROVISION OF NETWORK SERVICE

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

3. CHARGES

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