

- 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.