SECTION 9

INTERCONNECTION

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

9. INTERCONNECTION CONTRACT

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

9.1 Standard Terms and Conditions

INTERCONNECTION AGREEMENT (ALTERNATIVE NETWORK AND TOLL BY-PASS)

DATED the day of 19

BETWEEN

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

RECITALS

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

THE PARTIES TO THIS AGREEMENT AGREE AND DECLARE as follows:

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

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

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