

1.20 "Materials" means:

1.20.1 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);

1.20.2 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.

1.21 "New Interconnect Requirements" means the new interconnect requirements referred to in the Principal ROC's notice under Clause 16.4.4.

1.22 "Other ROC" in relation to a Telecom ROC, shall be read as referring to each Telecom ROC other than that Telecom ROC.

1.23 "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 part of 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.

1.24 "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 without limiting the generality of the foregoing includes the Service Delivery Points specified for that Other ROC in Item 2 of Schedule C.

1.25 "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.

1.26 "Other ROC's Telephone Exchange" in relation to an Other ROC, shall be read as referring to a Telecom designated telephone exchange of that Other ROC's Network which is situated within a Point of Interconnection.

1.27 "Partial Termination" means partial termination of this Agreement, insofar as it relates to a Telecom ROC, under Clause 25.

1.28 "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.

1.29 "Points of Interconnection" means the areas outlined on the maps set out in Item 4 of Schedule C and such other areas as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement.

1.30 "Principal ROC" means the Telecom ROC named in Item 2 of Schedule A or such other Principal ROC appointed under Clause 25.7.

1.31 "Principle of Call Hand-over" means the principle set out in Clause 3.1.

1.32 "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.

1.33 "PTC Specifications" means those applicable specifications issued by TCNZ which are annexed hereto as Schedule E (as amended from time to time pursuant to Clauses 13.2 and 13.6).

1.34 "Schedules" means the schedules to this Agreement listed in Schedule L.

1.35 "Service Delivery Points" means that part of a Telecom ROC's Network which comprises the electrical interface points provided by that Telecom ROC at the locations specified in Item 2 of Schedule C and such other locations as may be agreed between the Principal ROC and the Service Operator from time to time pursuant to this Agreement, to and from which that Telecom ROC may:

1.35.1 deliver Calls from that Telecom ROC's Network to the Service Operator's Network;

1.35.2 accept Calls from the Service Operator's Network.

1.36 "Service Operator" means the Service Operator named in the first page of this Agreement.

1.37 "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.

1.38 "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.

1.39 "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 part of 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.

1.40 "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 or description.

1.41 "Service Operator's Network Service" means the telecommunication services set out in Schedule D.

1.42 "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, and any other of the premises, services and facilities of the Service Operator provided as suitable alternative premises, services and facilities pursuant to Clause 14.8.

1.43 "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 that Telecom ROC's Network Service, the authoritative version of which is held at the registered office of TCNZ.