

- 1.44 “Telecom” means together, each Telecom ROC and TCNZ.
- 1.45 “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 including each Telecom ROC.
- 1.46 “Telecom ROC” shall be read as referring to any of the companies listed in Item 1 of Schedule A.
- 1.47 “Telecom ROC’s Equipment” means, in relation to a Telecom ROC, 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 that Telecom ROC’s Network or which is otherwise used directly or indirectly by that Telecom ROC to enable that Telecom ROC to provide that Telecom ROC’s Network Service to the Service Operator.
- 1.48 “Telecom ROC’s Network” means, in relation to a Telecom ROC, the system of that Telecom ROC comprising Links and equipment Connected together by which that Telecom 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 Telecom ROC in Item 2 of Schedule C.
- 1.49 “Telecom ROC’s Network Service” means, in relation to a Telecom ROC, the telecommunication services of that Telecom ROC as more particularly described in Item 1 of Schedule C.
- 1.50 “Telecom ROC’s Telephone Exchange”, in relation to a Telecom ROC, shall be read as referring to a Telecom designated telephone exchange of that Telecom ROC’s Network which is situated within a Point of Interconnection.
In this Agreement:
- 1.51 The singular includes the plural and vice versa.
- 1.52 The headings to the clauses are included for convenience only and do not constitute a part of this Agreement.
- 1.53 Any reference in this Agreement to “month” shall mean calendar month.
- 1.54 Words denoting natural persons only shall include corporations and vice versa and words denoting one gender shall include every other gender.
- 1.55 Except as specifically provided in this Agreement, all references to clause numbers shall be read as references to clauses of these Terms and Conditions of Interconnection set out in this Schedule B.
- 1.56 Any reference to any statute or regulation shall be deemed to be a reference to that statute or regulation as it may from time to time be amended or re-enacted.
- 1.57 The rule of interpretation known as the contra proferentem rule shall not apply in interpretation of this Agreement.

2. INTERCONNECTION

- 2.1 Subject to the terms and conditions hereinafter contained, each respective Telecom ROC shall:
- 2.1.1 permit the Service Operator’s Network to be Connected to and with that Telecom ROC’s Network at trunkside (inter-exchange) level at the Service Delivery Points;
 - 2.1.2 make available that Telecom ROC’s Network Service to the Service Operator, and where the Service Operator has provided, installed, tested and made the Service Operator’s Equipment operational in terms of Clause 2.4, provide that Telecom ROC’s Network Service to the Service Operator.
- 2.2 Each respective Telecom ROC shall be responsible for providing, installing, testing, making operational and maintaining that Telecom ROC’s Equipment. In particular each respective Telecom ROC shall provide, install, test and make operational:
- 2.2.1 Service Delivery Points in such numbers and such locations as are specified for that Telecom ROC in Item 2 of Schedule C;
 - 2.2.2 Interconnect Links in such numbers and such locations as are specified for that Telecom ROC in Item 3 of Schedule C.
- 2.3 The Service Operator acknowledges that each Telecom ROC’s Equipment may include any type of equipment, apparatus and materials and that each respective Telecom ROC may use any method of providing that Telecom ROC’s Network Service.
- 2.4 Subject to Clauses 12 and 13, the Service Operator shall be responsible for providing, installing, testing, making operational and maintaining the Service Operator’s Equipment.
- 2.5 Each respective Telecom ROC shall provide and install, test and make that Telecom ROC’s Equipment operational to enable that Telecom ROC’s Network Service to be made available on the Commission Date. Where it appears to a Telecom ROC that that Telecom ROC’s Network Service will not be made available to the Service Operator by the Commission Date, for reasons other than the Service Operator’s failure to comply with its obligations under this Agreement (and, in particular, without limitation, the Service Operator’s obligations under Clause 14), the Principal ROC will, as soon as possible, give notice to the Service Operator:
- 2.5.1 identifying that Telecom ROC’s Equipment which cannot be provided, installed, tested and made operational by the Commission Date;
 - 2.5.2 specifying the date by which that Telecom ROC considers that it is practicable to provide, install, test and make operational that Telecom ROC’s Equipment identified pursuant to Clause 2.5.1;
 - 2.5.3 giving the reasons why that Telecom ROC considers that it is impracticable to provide, install, test and make operational that Telecom ROC’s Equipment identified pursuant to Clause 2.5.1 by the Commission Date.
- 2.6 Where a Telecom ROC’s Equipment is not provided, installed, tested and operational by the Commission Date, that Telecom ROC shall use its best endeavours to provide, install, and test that Telecom ROC’s Equipment and make that Telecom ROC’s Equipment operational as soon as practicably possible.
- 2.7 The Principal ROC shall forthwith serve notice on the Service Operator each time a Telecom ROC’s Equipment has been substantially provided and installed and fully tested by that Telecom ROC and is operational to enable that Telecom ROC to provide that Telecom ROC’s Network Service to the Service Operator.