

- 2.8 The Service Operator shall forthwith serve notice on the Principal ROC each time the Service Operator's Equipment has been substantially provided and installed and fully tested and is operational to enable a Telecom ROC to provide that Telecom ROC's Network Service to the Service Operator.

3. PRINCIPLE OF CALL HAND-OVER

- 3.1 The Principle of Call Hand-over shall be as follows:

- 3.1.1 subject to Clause 3.1.2, in the case of a Call from a Telecom ROC's Network to the Service Operator's Network, the Call shall be handed over by a Telecom ROC to the Service Operator at the Service Delivery Point Connected to the Point of Interconnection serving the area (determined by the Service Operator) from which the Service Operator's End User originated the Call;
- 3.1.2 where a Call is delivered to a Telecom ROC's Network by another network specified in Item 6 of Schedule C for delivery to the Service Operator's Network, the Call shall be handed over to the Service Operator at the Service Delivery Point Connected to the appropriate Point of Interconnection as specified in Item 6 of Schedule C;
- 3.1.3 in the case of a Call from the Service Operator's Network to a Telecom ROC's Network, the Call shall be handed over by the Service Operator at a Service Delivery Point selected by the Service Operator.

4. TELECOM ROC'S NETWORK SERVICE

- 4.1 Each respective Telecom ROC will use its best endeavours to make available and provide to the Service Operator, that Telecom ROC's Network Service, but (without limiting the foregoing obligation), it does not guarantee that that Telecom ROC's Network Service will be continuously available or continuous (as the case may be) or fault-free. Without limiting the generality of the foregoing provisions of this Clause 4.1, each respective Telecom ROC reserves the right to suspend or restrict that Telecom ROC's Network Service where it is considered reasonably necessary to do so, and then only to the minimum extent practicable so as to limit disruption to the Service Operator's Network Service, and in particular (but without limitation) where:
- 4.1.1 changes are made to that Telecom ROC's Network in accordance with Clause 16; or
- 4.1.2 scheduled testing, repair and maintenance of that Telecom ROC's Network is carried out of which that Telecom ROC has given the Service Operator reasonable notice, or unscheduled testing, repair and maintenance of that Telecom ROC's Network is carried out in the event of emergency; or
- 4.1.3 testing, repair and maintenance of that Telecom ROC's Network is carried out, where the necessity for testing, repair and maintenance arises as a result of the act or omission of any person other than the Service Operator or Telecom Group; or
- 4.1.4 the Service Operator undertakes testing, maintenance or repair of the Service Operator's Network which gives rise to interference or an outage in that Telecom ROC's Network;
- 4.1.5 there is distortion of normal traffic patterns (as described in Schedule I) in that Telecom ROC's Network in circumstances where attempts by that Telecom ROC to eliminate the effects of such distortion by using call management procedures such as call gapping or selective make-busy, have failed; or
- 4.1.6 a Force Majeure occurs; or
- 4.1.7 Clause 6.6 applies; or
- 4.1.8 the Service Operator commits any breach of any of its obligations under Clauses 11, 12.2, 13.1, 13.3, 13.4, 13.5, 13.7, 13.8, 13.10, 14.3, 14.4, 14.5, 14.7, or 17;
- 4.1.9 the Service Operator commits a breach of any of its obligations under this Agreement (other than those referred to in Clauses 4.1.7 and 4.1.8), and the breach continues unremedied at the expiry of 30 days from the date upon which the Principal ROC has given the Service Operator notice of a breach under this Clause 4.1.9.
- 4.2 Each respective Telecom ROC shall provide to the Service Operator that Telecom ROC's Network Service of a quality comparable to the network service provided by that Telecom ROC to its other customers (including any other member of the Telecom Group). Each respective Telecom ROC may withdraw as part of that Telecom ROC's Network Service the delivery, offer of delivery and acceptance of a particular type of Call, or the provision of a particular type of service on giving the Service Operator no less than 3 months' notice (or such lesser notice period as is given in respect of the withdrawal of that particular type of call (or service, as the case may be) for that Telecom ROC's other customers) PROVIDED THAT no such Telecom ROC's Network Service shall be withdrawn unless that Telecom ROC is withdrawing that particular type of call or service from all of its customers (including any other member of the Telecom Group).
- 4.3 It is acknowledged by the Service Operator that the provision of any automatic number identification information as part of a Telecom ROC's Network Service is made by that Telecom ROC subject to the following conditions:
- 4.3.1 the Service Operator, its officers, employees, contractors and agents will not use the automatic number identification information except for the purpose of charging the Service Operator's Customers and carrying out the Service Operator's internal telecommunications operator services;
- 4.3.2 notwithstanding the provisions of Clause 22.2.3, the Service Operator will not disclose the automatic number identification information to any person or persons other than those officers or employees of the Service Operator directly concerned in:
- 4.3.2.1 the process of charging of the Service Operator's Customers; or
- 4.3.2.2 the Service Operator's internal telecommunications operator services;
- 4.3.3 subject to Clause 4.3.2, for as long as Telecom Group does not provide calling line identification as a service to its customers, the Service Operator's system will not display the calling number of the calling Service Operator's End User. When the Telecom Group does provide calling line identification as a service to its customers, this Clause 4.3 will be renegotiated;
- 4.3.4 the Service Operator will use its best efforts to cause compliance with the provisions of Clauses 4.3.1 and 4.3.2 by its officers, employees, contractors and agents.