

- 5.6 The Service Operator shall pay to a Telecom ROC charges (plus GST) for use by any person of directory services for those Service Operator's Customer numbers listed in a Telecom Group directory. The charges shall be the charges (if any) set out in The Telecom List of Charges, and shall be free of any Call Charges.
- 5.7 The Service Operator acknowledges that The Telecom List of Charges may be amended at any time by amendment to the authoritative version which is held at the registered office of TCNZ. The amendment shall take effect immediately or such later date as may be specified in the amendment.

6. PAYMENT OF CHARGES

- 6.1 The annual Interconnect Link Charges shall be divided into 12 equal monthly instalments and shall be paid by the Service Operator to the appropriate Telecom ROC monthly in advance PROVIDED THAT subject to Clause 6.7, payments shall be adjusted pro rata on a daily basis to cover any period:
- 6.1.1 from the commencement date of this Agreement set out in Clause 18.1 to the first due date for payment and from the last due date for payment to:
- 6.1.1.1 the date of termination of the Agreement; or
- 6.1.1.2 the date of Partial Termination of the Agreement, insofar as it relates to that Telecom ROC;
- 6.1.2 from the date of commissioning of any additional Interconnect Link agreed between the Service Operator and Telecom pursuant to this Agreement.
- 6.2 All amounts due and payable by the Service Operator under this Agreement shall be due and payable on demand but shall accrue from the date the relevant service was provided.
- 6.3 All charges and other amounts payable by the Service Operator under this Agreement (including any amount which the Service Operator disputes or intends to dispute pursuant to Clause 6.4) shall be paid by the Service Operator to the Telecom ROC in respect of which the charges and other amounts are payable, at the place or to a bank account nominated by that Telecom ROC, all payments to be in New Zealand dollars and free of any deductions set off or withholding on account of any amount.
- 6.4 If the Service Operator has a dispute in respect of a bona fide bill issued by a Telecom ROC, the Service Operator shall no later than 6 months after the date of the bill which the Service Operator disputes, serve notice on that Telecom ROC setting out details of the disputed amount and its bona fide grounds for the dispute. Notwithstanding anything in Clause 30, the Telecom ROC and the Service Operator will use their best efforts to promptly settle any dispute. Failing resolution the dispute shall be referred to a committee comprising equal numbers of representatives from Telecom and the Service Operator, which committee shall use its best efforts to resolve the dispute in accordance with procedures to be agreed between the parties. If the committee fails to resolve the dispute within 1 month of the date of the Service Operator's notice setting out details of the dispute, the dispute shall be referred to arbitration in accordance with Clause 30.2. If the dispute is resolved in favour of the Service Operator then the Telecom ROC will pay to the Service Operator:
- 6.4.1 the disputed amount, or so much thereof as the resolution of the dispute dictates should be refunded;
- 6.4.2 interest at [rate to be agreed] on the amount referred to in Clause 6.4.1 for the period from the date on which the amount refunded was paid to the Telecom ROC by the Service Operator until the date of payment of the refund.
- All disputes under this Clause 6.4 must be bona fide disputes for which the Service Operator has reasonable cause to believe, that there has been a billing error. In no case shall the aggregate amount disputed in a monthly bill from a Telecom ROC be less than 5 percent of the amount of that bill.
- 6.5 Nothing in this Agreement or in the terms of any invoice or statement shall prejudice each Telecom ROC's right to charge the Service Operator for any Telecom ROC's Network Service the charges for which should have been included within earlier invoices or statements but which were inadvertently omitted. This right shall be limited to a period of 6 months from the date of the provision of the relevant Telecom ROC's Network Service after which no charge may be made for that Telecom ROC's Network Service.
- 6.6 Where any amount due from the Service Operator to a Telecom ROC under this Agreement remains unpaid for 1 month or more following the date on which it is due, then, without prejudice to any of the Telecom ROC's rights of suspension of that Telecom ROC's Network Service or the rights of termination of this Agreement, the Service Operator shall be liable to pay to that Telecom ROC interest on that amount at the rate of 5 percent per annum above the Bank of New Zealand base lending rate on the due date of payment such interest to be charged from the due date.
- 6.7 Where the Service Operator fails to pay any charges to a Telecom ROC under this Agreement within 1 month from the date upon which payment is due, that Telecom ROC, may, without terminating this Agreement, suspend the provision of all or any part of that Telecom ROC's Network Service at any time. The acceptance by a Telecom ROC of any payment later than 1 month after the due date for payment, or the continued provision of that Telecom ROC's Network Service after that Telecom ROC has notice of the Service Operator's failure to pay charges within 1 month of the date of their becoming due, shall not constitute a waiver of that Telecom ROC's rights under this Clause 6.6.
- 6.8 The Service Operator shall continue to be liable to pay for any charges incurred between the time of suspension or termination of a Telecom ROC's Network Service and the actual discontinuance of that Telecom ROC's Network Service.

7. CHARGING OF SERVICE OPERATOR'S CUSTOMERS

- 7.1 The Service Operator shall be responsible for all charging of the Service Operator's Customers.

8. ACCESS CODE

- 8.1 The Service Operator shall have no title or interest in any Access Code or listing associated with a Telecom ROC's Network Service.
- 8.2 Subject to Clauses 8.3 and 8.4, Telecom may not change an Access Code without first obtaining the prior written consent of the Service Operator to the change, such consent not to be unreasonably withheld.
- 8.3 The Service Operator acknowledges that a Telecom ROC may, without the prior written consent of the Service Operator, change the form into which an Access Code is translated within that Telecom ROC's Network, where such translation of the