

- 13.5.1 use the prefix number "0900" in connection with the Service Operator's Network Service;
- 13.5.2 use the prefix number "0800" in connection with the Service Operator's Network Service, without the prior written consent of the Principal ROC, such consent to be subject to such conditions as Telecom shall determine including (without limitation), the condition that the Service Operator will not bill the calling party for calls prefixed by an 0800 number.
- 13.6 Notwithstanding anything in Clause 13.2, where a Telecom ROC makes any change to that Telecom ROC's Network in accordance with Clause 16.1, and such change necessitates a new Schedule E to apply in lieu of the existing Schedule E, the Principal ROC shall give notice of such required amendment no later than 3 months prior to the effective date of the change referred to in the notice under Clause 16.1.3 and such amendment shall take effect on the effective date of the change PROVIDED THAT no notice will be required under this Clause 13.6 where the amendment is required as a result of an emergency change to the Telecom ROC's Network under Clause 16.1.
- 13.7 The parties shall comply with the technical requirements set out in Schedule I.
- 13.8 The parties shall use their best endeavours to minimise distortion on Calls crossing a Service Delivery Point. In particular the Service Operator shall ensure a limitation of [to be finalised] QDU on all international Calls in and out of any Point of Interconnection.
- 13.9 The Service Operator and each Telecom ROC shall perform mutual and co-operative testing to the Service Delivery Point and to the Service Operator's Network (in the case of the Service Operator) and that Telecom ROC's Network (in the case of a Telecom ROC) in accordance with the testing procedures set out in Schedule J.
- 13.10 All Calls shall comply in level and frequency with the requirements of PTC 102 Figure 4.

14. TELECOM ROC'S USE OF SERVICE OPERATOR'S PREMISES

- 14.1 The Service Operator shall no later than the times set out in the Service Delivery Point installation timetable agreed between the Service Operator and the Principal ROC, prepare and have available for each respective Telecom ROC:
- 14.1.1 the premises more particularly described in Schedule H specified for that Telecom ROC to accommodate the Service Delivery Points, and such other items of that Telecom ROC's Equipment which are required to be situated on the Service Operator's Premises:
- 14.1.1.1 to enable Connection of the Service Delivery Point to other parts of Telecom ROC's Network; or
- 14.1.1.2 because such items of that Telecom ROC's Equipment must be situated within close proximity of the Service Delivery Point;
- 14.1.2 other services and facilities reasonably required by that Telecom ROC to provide that Telecom ROC's Network Service including:
- 14.1.2.1 all necessary electrical power (including any special mains power, direct current power and earthing arrangements), reticulation, lighting, air conditioning and fire protection equipment;
- 14.1.2.2 all necessary structural work and environmental requirements specified by that Telecom ROC or any governmental authority including but not limited to any radio frequency interference protection apparatus that may be specified by that Telecom ROC;
- 14.1.2.3 all necessary security arrangements.
- The Service Operator's Premises shall in all respects comply with the Principal ROC's reasonable standards for such accommodation.
- 14.2 The Service Operator hereby grants to each respective Telecom ROC a licence for the term and any renewed term of this Agreement to use the Service Operator's Premises provided by the Service Operator for that Telecom ROC from time to time in accordance with this Agreement:
- 14.2.1 to install and keep on the Service Operator's Premises such of that Telecom ROC's Equipment which, in terms of Clause 14.1.1, that Telecom ROC reasonably requires to be installed on the Service Operator's Premises; and
- 14.2.2 carry out that Telecom ROC's other purposes pursuant to this Agreement including but not limited to the removal, repair, modification, maintenance, inspection or testing of that Telecom ROC's Equipment installed and kept on the Service Operator's Premises.
- 14.3 The Service Operator shall not and shall not permit any person other than Persons Authorised by a Telecom ROC to maintain, repair, or interfere with any part of that Telecom ROC's Equipment on the Service Operator's Premises.
- 14.4 The Service Operator shall not cause or permit or suffer to be caused or permitted in the Service Operator's Premises any nuisance or impediment to a Telecom ROC or Persons Authorised by that Telecom ROC in carrying out their purposes under this Agreement.
- 14.5 The Service Operator shall arrange and provide access to the Service Operator's Premises at all reasonable hours or immediately in the case of emergency for Persons Authorised by a Telecom ROC (with or without materials, appliances and things) to install, operate, remove, repair, modify, maintain, inspect or test, any of that Telecom ROC's Equipment situated on the Service Operator's Premises. The Service Operator shall at its own expense obtain such consents and wayleaves as may be required from any third party in respect of access to and use of the Service Operator's Premises by a Telecom ROC and Persons Authorised by that Telecom ROC in terms of this Agreement.
- 14.6 In the event of any part of a Telecom ROC's Equipment on the Service Operator's Premises being lost, stolen, or removed (without authority of that Telecom ROC), wholly destroyed or wholly or partially damaged (other than as a result of fault on the part of that Telecom ROC, fair wear and tear, or inherent defect, or fire, flood, earthquake, or other inevitable catastrophe), the Service Operator shall pay to that Telecom ROC, on demand, the cost to that Telecom ROC of replacement or repair of that Telecom ROC's Equipment.
- 14.7 The Service Operator shall not make or permit to be made any alterations to any part of any Service Operator's Premises that may affect a Telecom ROC's Equipment, without the consent in writing of that Telecom ROC, which consent shall not be unreasonably withheld but which may be conditional upon: