

18.2 This Agreement may be terminated forthwith by the Principal ROC in the event that:

- 18.2.1 any moneys payable by the Service Operator are in arrears for 1 month after the same shall have become due (whether demanded or not); or
- 18.2.2 the Service Operator neglects or fails to perform and observe any of the covenants conditions or agreements contained in this Agreement which on the part of the Service Operator are or ought to be performed and such default is continued for 1 month after the date of the Principal ROC's notice to the Service Operator specifying the breach and requesting that the same be observed and performed; or
- 18.2.3 the Service Operator receives 3 notices from the Principal ROC under Clause 18.2.2 in any 12 month period;
- 18.2.4 execution is levied against any of the assets of the Service Operator; or
- 18.2.5 the Service Operator either:
 - 18.2.5.1 goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Principal ROC); or
 - 18.2.5.2 is wound up or dissolved; or
 - 18.2.5.3 enters into a scheme of arrangement with its creditors or any class thereof; or
 - 18.2.5.4 is placed under official management; or
 - 18.2.5.5 a receiver or manager is appointed of any of the assets of the Service Operator or any parent company of the Service Operator; or
- 18.2.6 where the Service Operator is required by law and has failed within the time specified by the law to obtain and maintain a licence, permit or other form of official authorisation in order to carry on the Service Operator's Network Service, or the Service Operator fails to maintain such licence, permit or other official authorisation;
- 18.2.7 the Service Operator ceases to be a network operator under Section 2A(3) of the Telecommunications Act 1987 (or any statutory amendment or re-enactment thereof).

18.3 In the event of the Government of New Zealand enacting new legislation or regulations governing telecommunications which in the reasonable opinion of the Principal ROC renders or is likely to render either:

- 18.3.1 the operation of this Agreement impractical; or
- 18.3.2 Telecom or the Service Operator incapable of performing its obligations or a material part thereof under this Agreement;

the Principal ROC and the Service Operator shall use their best endeavours to negotiate an amendment to this Agreement, which amendment will take account of the legislative and regulatory changes, PROVIDED THAT if the Principal ROC and the Service Operator fail to reach agreement within 30 days of the enactment of the new legislation or regulations, then the Principal ROC may terminate this Agreement.

18.4 Upon the termination or Partial Termination of this Agreement or suspension of a Telecom ROC's Network Service in terms of this Agreement, each Telecom ROC (in respect of which this Agreement has been terminated, or in respect of which the Telecom ROC's Network Service has been suspended) shall be entitled after reasonable prior notice in writing to the Service Operator to enter the Service Operator's Premises for the purpose of carrying out any necessary disconnection works and removal of that Telecom ROC's Equipment. The Service Operator shall pay to that Telecom ROC all costs of disconnection and costs of removal as described in Clause 5.2 in respect of such disconnection and removal of that Telecom ROC's Equipment. That Telecom ROC shall indemnify the Service Operator in respect of any damage thereby caused to the Service Operator's Premises and any fixtures and fittings of the Service Operator's Premises.

18.5 Subject to Clauses 18.6 and 18.7, termination or Partial Termination of this Agreement shall not operate as a waiver of any breach by a party to this Agreement of any of the provisions of this Agreement and shall be without prejudice to any rights liabilities or obligations of any party which have accrued up to the date of such termination or Partial Termination (as the case may be) and the following provisions of this Agreement shall continue in full force and effect notwithstanding such termination or Partial Termination of this Agreement that is to say Clauses 5, 6, 9, 10, 14.3, 14.4, 14.5, 14.6, 18, 21.4, 21.5, 22, and 26.1 and any other provisions which expressly or by implication are intended to survive termination.

18.6 Notwithstanding the termination or Partial Termination of this Agreement, any sums payable by the Service Operator to a Telecom ROC pursuant to this Agreement at the date of termination or Partial Termination (as the case may be) shall be paid in the same manner as if this Agreement had not terminated or partially terminated.

18.7 The Partial Termination of this Agreement insofar as it relates to one Telecom ROC shall not affect the continuation of this Agreement insofar as it relates to Other ROCs in respect of which this Agreement has not been terminated, partially terminated or expired.

18.8 On termination of this Agreement:

- 18.8.1 the Service Operator shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Principal ROC, which each Telecom ROC or TCNZ has provided to the Service Operator or which the Service Operator has otherwise become aware of or obtained through its participation in the Project;
- 18.8.2 each respective Telecom ROC and TCNZ shall return the Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Service Operator which the Service Operator has provided to that Telecom ROC or TCNZ or which that Telecom ROC or TCNZ has otherwise become aware of or obtained through its participation in the Project.

On Partial Termination of this Agreement, insofar as it relates to a Telecom ROC:

- 18.8.3 the Service Operator shall return any Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to that Telecom ROC or TCNZ which have been provided by that Telecom ROC or TCNZ to the Service Operator;