

1.23 "Materials" means:

1.23.1 in relation to a Telecom ROC or TCNZ, all documents, instructional material, charts, design drawings and manuals, developed by Telecom Group or its officers, employees, contractors or agents in connection with this Agreement and provided to the Service Operator by that Telecom ROC or TCNZ (as the case may be); and

1.23.2 in relation to the Service Operator, all documents, instructional material, charts, design drawings and manuals, developed by the Service Operator or its officers, employees, contractors or agents in connection with this Agreement and provided to a Telecom ROC or TCNZ by the Service Operator.

1.24 "Network Operator" means any network operator as defined in the Telecommunications Act 1987 except any member of the Telecom Group.

1.25 "Other ROC" in relation to a Telecom ROC, shall be read as referring to each Telecom ROC other than that Telecom ROC.

1.26 "Other ROC's Equipment" means, in relation to an Other ROC, any and all equipment, apparatus and materials (including but not limited to any Link or combination of Links) or part thereof which comprises that Other ROC's Network or which is otherwise used directly or indirectly by that Other ROC to enable that Other ROC to provide that Other ROC's Network Service to the Service Operator.

1.27 "Other ROC's Network" means, in relation to an Other ROC, the system of that Other ROC comprising Links and equipment Connected together by which that Other ROC's Network Service is made available to the Service Operator, and includes (without limitation) the Service Delivery Points and the Interconnect Links of that Other ROC.

1.28 "Other ROC's Network Service" means, in relation to an Other ROC, the telecommunication services of that Other ROC as more particularly described in Item 1 of Schedule C.

1.29 "Other ROC's Telephone Exchange" in relation to an Other ROC, shall be read as referring to a telephone exchange (which is selected by that Other ROC and which forms part of that Other ROC's Network), which serves a Point of Interconnection.

1.30 "Partial Termination" means partial termination of this Agreement, insofar as it relates to a Telecom ROC, under Clause 25.

1.31 "Person Authorised" means, in relation to a Telecom ROC, any person appointed by that Telecom ROC as an authorised officer, employee, contractor or agent of that Telecom ROC for the purposes of this Agreement and whose appointment to such position is to be evidenced by a means of identification which shall be mutually agreed between the Principal ROC and the Service Operator.

1.32 "Points of Interconnection" means the areas outlined on the maps set out in Item 4 of Schedule C, as amended from time to time in accordance with Clause 20.1.

1.33 "Pre-testing" means testing (including continuity checks, signalling checks and bit error rate tests) by a Telecom ROC of an Interconnect Link from the Service Delivery Point into that Telecom ROC's Network, in readiness for joint testing of that Interconnect Link involving the Telecom ROC and the Service Operator; and "Pre-test" and "Pre-tested" shall have a corresponding meaning.

1.34 "Principal ROC" means the Telecom ROC named in Item 2 of Schedule A or such other Principal ROC appointed under Clause 25.7.

1.35 "Principle of Call Hand-over" means the principle set out in Clause 3.1.

1.36 "Project" means the provision or use of Telecom ROC's Network Service and the Connection of the Service Operator's Network to and with each Telecom ROC's Network pursuant to this Agreement.