

2.9 The Service Operator acknowledges that each Telecom ROC's Equipment may include any type of equipment, apparatus and materials and that each respective Telecom ROC may use any method of providing that Telecom ROC's Network Service.

2.10 Subject to Clauses 12 and 13, the Service Operator shall be responsible for providing, installing, testing, making operational and maintaining the Service Operator's Equipment.

2.11 The Service Operator shall ensure that for the term of this Agreement it retains its status as a network operator for the purposes of the Telecommunications Act 1987.

3. PRINCIPLE OF CALL HAND-OVER

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

3.1.1 subject to Clauses 3.1.2 and 3.1.3, 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 a Telecom ROC's Telephone Exchange serving the Point of Interconnection which serves the area from which the Service Operator's End User originated the Call;

3.1.2 where a Call intended for delivery to the Service Operator's Network is delivered to a Telecom ROC's Network from another network specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C, the Call shall be handed over to the Service Operator at the Service Delivery Point Connected to a Telecom ROC's Telephone Exchange serving the appropriate Point of Interconnection as specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C;

3.1.3 where a Call intended for delivery to the Service Operator's Network is delivered to a Telecom ROC's Network from a network other than those specified in Clauses 1.1 and 1.2 of Item 6 of Schedule C, the Call shall be handed over to the Service Operator at the Service Delivery Point which has been agreed between the parties under Clause 1.3 of Item 6 of Schedule C;

3.1.4 subject to Clauses 3.1.5 and 3.1.6, 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;

3.1.5 where a Call from the Service Operator's Network is intended for delivery by a Telecom ROC's Network to Telecom Group's international network, the Call shall be handed over by the Service Operator at a Service Delivery Point selected by Telecom;

3.1.6 where a Call from the Service Operator's Network is intended for delivery by a Telecom ROC's Network to a network other than Telecom Group's international network, the Telecom Cellular Limited network, the Telecom Paging Limited network, or an Other ROC's Network, the Call shall be handed over by the Service Operator at a Service Delivery Point agreed between the parties under Clause 1.4 of Item 6 of Schedule C.

3.2 For the purposes of Clause 3.1.1, the areas served by a Point of Interconnection shall be such local calling areas which are listed as being so served in Schedule I. The parties acknowledge that where an amendment is made to Item 4 of Schedule C, required amendments will also be made to Schedule I.

3.3 The boundaries of the local calling areas described in Schedule I are the boundaries which have been determined by Telecom Group as at the date of the commencement of this Agreement set out in Clause 18.1. The Service Operator acknowledges that such boundaries are subject to change from time to time by Telecom Group, but where such boundaries are changed, the Service Operator may amend the list of local calling areas served by any of the Points of Interconnection set out in Schedule I.

3.4 Where a charging step applying between relative exchanges is changed by TCNZ, or where there is an increase in the toll call tariffs (referred to in Item 2 of Schedule J) which apply to the Service Operator, the Service Operator may amend the list of local calling areas served by any of the Points of Interconnection set out in Schedule I.