

5.9 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 Each Telecom ROC will be responsible for billing the Service Operator for the services provided by that Telecom ROC to the Service Operator under the Agreement. The quality of billing of such services by the Telecom ROC shall be to a standard which is comparable to the quality of the billing provided by that Telecom ROC to its other customers in respect of comparable services. Without limiting the foregoing, all charges payable by the Service Operator in terms of Clauses 5.1 and 5.2 which are not standard charges set out in The Telecom List of Charges shall, when invoiced to the Service Operator, include reasonable information in accordance with normal commercial practice to enable the Service Operator to check the accuracy of the amount charged.

6.2 No later than 14 days after the commencement date of this Agreement set out in Clause 18.1, each Telecom ROC shall serve notice on the Service Operator setting out a schedule of invoice dates for regularly billed charges. A Telecom ROC may amend its schedule at any time by notice served on the Service Operator setting out the amendments to the schedule.

6.3 The annual Interconnect Link Charges referred to in Item 1(a) of Schedule J shall be divided into 12 equal monthly instalments and (together with any monthly transmission charges payable under Item 1(b) of Schedule J) shall be payable by the Service Operator to the appropriate Telecom ROC monthly in advance PROVIDED THAT payments shall be adjusted pro rata on a daily basis to cover any period:

6.3.1 from and including the Installation Date or Delayed Installation Date (whichever is the later) of an Interconnect Link to the day before the first instalment payment date;

6.3.2 from and including the last instalment payment date to and including:

6.3.2.1 the date of termination of the Agreement; or

6.3.2.2 the date of Partial Termination of the Agreement, insofar as it relates to that Telecom ROC; or

6.3.2.3 the date of decommissioning of the Interconnect Link in accordance with any agreement under Clause 16.11;

whichever is the earlier PROVIDED THAT nothing in this Clause 6.3.2 shall be read as limiting the provisions of Clause 6.17.

6.4 Subject to Clause 6.6, all amounts invoiced by a Telecom ROC to the Service Operator under the Agreement shall be due and payable on or before the Due Date of the relevant invoice but shall accrue from the date on which the relevant service was provided.

6.5 Subject to Clauses 6.6. and 6.12, all charges and other amounts payable by the Service Operator under the Agreement (including any amount which the Service Operator disputes or intends to dispute pursuant to Clause 6.8) 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.

6.6 If the Service Operator believes that there is a Manifest Error in an invoice provided by a Telecom ROC which has resulted in that Telecom ROC overcharging the Service Operator in that invoice, and, on or before the Due Date, serves on that Telecom ROC a notice of Manifest Error, (setting out in the notice details of the relevant invoice and the bona fide grounds in support of the Service Operator's view that the Manifest Error exists), then the Service Operator shall be entitled to withhold payment to that Telecom ROC of the amount by which, in the reasonable opinion of the Service Operator, the Telecom ROC may have