

where the Service Operator is a public company listed on the Stock Exchange Number One Board.

17.3 Any attempt at assigning this Agreement other than as authorised hereunder shall be null and void. Subject to the above restrictions on assignment, this Agreement shall enure to the benefit of and be binding upon successors and assigns of the parties to this Agreement.

17.4 Notwithstanding anything in this Clause 17, the Service Operator may allow any person the use of the Service Operator's Network Service.

18. COMMENCEMENT AND TERMINATION

18.1 Subject to the other provisions of this Clause 18 and Clause 25, all rights, duties and obligations under this Agreement shall have effect and shall for all purposes be deemed to have had effect from and including the date of commencement of this Agreement which is []. This Agreement shall continue until the date of the expiry of the 12 month period from the date that the Service Operator serves notice on the Principal ROC that it wishes to terminate this Agreement.

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

18.2.1 any amounts which a Telecom ROC has invoiced to the Service Operator under this Agreement (other than amounts in respect of which the Service Operator has given notice of a Manifest Error in accordance with Clause 6.6) remain unpaid 1 month after the Due Date of the relevant invoice; or

18.2.2 any amounts which are payable by the Service Operator to a Telecom ROC under Clauses 6.6.1 or 6.7 remain unpaid 1 month after the date of resolution of the dispute; or

18.2.3 the Service Operator neglects or fails to perform and observe any of the material 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

18.2.4 the Service Operator receives 6 notices from the Principal ROC under Clause 18.2.3 in any 12 month period;

18.2.5 execution is levied against a substantial part of the assets of the Service Operator; or

18.2.6 the Service Operator either:

18.2.6.1 goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Principal ROC); or

18.2.6.2 is wound up or dissolved; or

18.2.6.3 enters into a scheme of arrangement with its creditors or any class thereof; or

18.2.6.4 is placed under official management; or

18.2.6.5 a receiver or manager is appointed of any of the assets of the Service Operator or any parent company of the Service Operator; or

18.2.7 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 which is required by the Service Operator in order for it to lawfully provide the Service Operator's Network Service, or the Service Operator fails to maintain such licence, permit or other official authorisation.

18.3 In the event that the Government of New Zealand announces its intention to enact, or introduces, new legislation or regulations governing telecommunications which in the reasonable opinion of the Principal ROC renders or is likely to render either: