

## SECTION 8

## RESIDENTIAL CONTRACT

The following section sets out the standard terms for residential service offered for supply at the end of the quarter ending 30 September 1992.

**8.1 RESIDENTIAL TELECOM TELEPHONE SERVICES STANDARD TERMS****ABOUT THESE TERMS**

The Standard Terms set out below apply to the contract between you and the Telecom Regional Operating Company in your region ("us") for the residential use of Telecom telephone services. There are four regional companies: Telecom Auckland Limited, Telecom Central Limited, Telecom Wellington Limited and Telecom South Limited. These companies are subsidiaries of Telecom Corporation of New Zealand Limited ("TCNZ") and together with TCNZ and other specialist Telecom companies make up the Telecom Group.

If you want to use your telephone for non-residential purposes, or if you want to use other Telecom services, mobile radio, mobile telephone or paging, for example, different terms and charges apply. You should ask us for a copy of those terms.

If you are uncertain whether these terms apply to any of the services we are providing to you please contact your local Telecom Office.

**New Residential Customers:**

Your contract with us for Telecom telephone services

Use of your telephone will mean that you have agreed to a contract with us for your use of Telecom telephone services. The Standard Terms set out below are the terms of that contract.

**Existing Residential Customers:**

These Standard Terms replace in full the existing Standard Terms and Conditions for Telecom telephone services.

**KEY POINTS OF THE STANDARD TERMS**

The responsibilities which you have under these Standard Terms are set out in detail later. This is a summary of the key points.

**New Customers**

You will become responsible for charges for Telecom telephone services from the time of your connection to the Telecom Network.

**Charges**

You must pay all the charges listed on your account no later than the last date for payment specified in your account, no matter who may have used your telephone.

If you think that your account has mistakes or includes charges which you should not have to pay you should contact us and provide us with evidence of the mistake or improper charge. You still must pay the whole account by the date specified. If the evidence is satisfactory we will refund the amount of the mistake or charge. We will credit this refund to your account.

The charges for all Telecom telephone services are determined by us and are set out in our current Telecom List of Charges. These are summarised in our current Customer Pricing Booklet. You can ask for a copy of the Booklet and we will supply it free of charge. We can change the Standard Residential Rental for your telephone line, but only after giving you at least one month's notice of the change. We may increase or decrease any other charges without giving you prior notice.

**Demarcation Point**

There is a boundary point between the Telecom Network and the sockets and permanent wiring within your home. This is called the Demarcation Point. In most cases, this point will be the socket nearest to the entry point of our cable into your home. If your home is provided with an Outside Test Point, the Demarcation Point will be at this point. The location of the Demarcation Point is illustrated in the diagram below. You must not interfere with anything on our side of the Demarcation Point.

**The Telecom Network**

The Telecom Network includes the telephone exchanges, street cabling, and the wiring on our side of the Demarcation Point within the boundaries of your property. It does not include any sockets or permanent wiring on your side of the Demarcation Point, nor does it include your telephone or other terminal equipment.

**Equipment and Repairs**

We are responsible for repairs on our side of the Demarcation Point. If you are paying our standard monthly wiring maintenance charge we will also repair sockets and permanent wiring on your side of the Demarcation Point meeting, and installed to, our specifications. Your telephone, extension cords and plug-in equipment are not part of your permanent wiring.

You are free to rent or to buy a telephone or other terminal equipment from any one.

If you rent equipment from us, we will repair it, or replace it when necessary, without further cost than the monthly rental. Certain exceptions are set out in detail later. If you buy equipment from us, or obtain it from someone else, and later you ask us to make repairs, you will have to pay all our charges for that repair work. The repairs may be covered by a warranty given with the equipment. You should always check whether a warranty applies before asking us to do repair work.

Any equipment which you connect to the Telecom Network must have a Telepermit or Type Approval label. Our current Telepermit Label is illustrated below. All sockets and permanent wiring must meet, and be installed to, our specifications. You must meet the cost of repairs resulting from damage to the Network caused by equipment, sockets, or permanent wiring which does not meet these requirements.

**Faults**

If you cannot make or receive any calls, and repairs have not been made within 3 full working days after you have informed us of the fault, we will refund the line rental for the period of the fault. We will not make a refund if the fault was caused by you or anyone lawfully on your premises or by equipment not rented from us, or by sockets or permanent wiring on your side of the Demarcation Point not meeting, or installed to, our specifications.