

Operations Manual

For

<Service Provider>

Document Owner

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SECTION 1 DOCUMENT INFORMATION

1. Document Information

1.1 Purpose and Scope

This Operations Manual sets out how the principles agreed in the Wholesale Services Agreement (WSA) between Telecom and the Service Provider will be operationalised. It outlines in as much detail as possible the operational processes and procedures for the supply of Services by Telecom to the Service Provider and the direct supply by Telecom of a Service that was being resold by the Service Provider.

1.2 Interaction with the WSA

This Operations Manual forms part of the WSA and is accordingly subject to the terms of the WSA. Priority of different parts of the WSA is dealt with in clause 55 of the WSA.

1.3 Distribution

Official copies of this Operations Manual are held by the official copy holders detailed on the second page of this Operations Manual.

A Document Owner and version number is detailed on the first page of this Operations Manual.

The Document Owner is responsible for ensuring that this Operations Manual is reviewed and updated as required.

The Document Owner is also responsible for ensuring that new copies are issued to official copy holders each time this Operations Manual is amended or re-issued. Any amendments to this Operations Manual must also be sent to the Service Provider's contact address for Notices under the WSA.

1.4 Amendments

Telecom may amend this Operations Manual by giving the Service Provider 30 days' notice in accordance with clause 8.4 of the WSA provided that the clauses set out in Appendix 5 may only be amended by agreement of the parties, unless the amendment is required to comply with the Customer Transfer Code.

Telecom may amend any technical manual or user guide on 30 days' notice to the Service Provider.

1.5 Review

This Operations Manual is a working document. It is intended that it will be subject to regular review as processes between Telecom and the Service Provider are further developed.

1.6 Escalation Protocol

Appendix 3 describes the Escalation Protocol to be followed by both parties in the event an issue under this Operations Manual requires escalation. The parties agree to maintain an escalation schedule and update that schedule as required.

1.7 Good Faith

The parties will deal with each other in good faith in relation to this Operations Manual.

1.8 Definitions

The Glossary (section 8) sets out definitions for terms contained in this Operations Manual that are not defined in the WSA (excluding the Attachments) or the Service Level Agreement (SLA). Otherwise, the definitions set out in the WSA (excluding the Attachments) and SLA apply.

SECTION 2 PEOPLE AND CONTACT DETAILS

2. People and Contact Details

2.1 General

Immediately following the Commencement Date, the Service Provider and Telecom must provide each other with the people and contact details set out in clause 2.2.

Any change to the people or contact details must be advised in writing to the other party's principal point of contact. All people and contact details will remain valid until a party has advised the other in writing of a change (and provided an updated list of people and contact details). In addition to the provided people and contact details, where Telecom details are specified in the body of this Operations Manual, the Service Provider must use those details.

Notice given under clause 58 of the WSA must be sent to the relevant contact address set out in clause 58.1 of the WSA.

2.2 People and Contact Details

CONTACT AND DETAIL REQUIRED	PURPOSE
<i>Both parties provide</i> Principal point of contact. (This must include the principal point of contact's email address, mobile and work telephone numbers.)	This is the person responsible for the overall relationship between the parties with respect to the WSA. For Telecom this will usually be the Account Manager for the relevant Service Provider.
<i>Telecom only provides</i> Service Delivery Manager. (This must include the Service Delivery Manager's email address, mobile and work telephone numbers.)	This is the person responsible for service delivery of the Service to the Service Provider.
<i>Telecom only provides</i> Provisioning Manager. (This must include the Provisioning Manager's email address, mobile and work telephone numbers.)	This is the person responsible for the provisioning of the Service to the Service Provider.
<i>Telecom only provides</i> Email address for submission of Forecasts.	This is the email address to which the Service Provider must send Forecasts.
<i>Service Provider only provides</i> Provisioning and Forecasting Manager. (This must include the Provisioning and Forecasting Manager's email address, mobile and work telephone numbers.)	This is the Service Provider's counterpart to the Telecom Provisioning Manager.
<i>Service Provider only provides</i> Names and email addresses of 1 or 2 people to become OO&T and OFM user administrators.	These people will manage the creating and disabling of Service Provider staff accounts to access the OO&T and OFM websites.
<i>Service Provider only provides</i> People who are authorised to download eBill files.	These are the people who will be set up with access to Telecom's secure web portal from which the Service Provider's eBills can be viewed and downloaded.
<i>Service Provider only provides</i> Order confirmation email address.	This is the email address to which Telecom will send confirmation of Orders in cases where the Service Provider has submitted a provisioning request via email.
<i>Telecom only provides</i> Fault reporting contact details. (This must include an 0800 fault reporting service number.)	These are the contact details the Service Provider must use for the reporting of faults in instances where Telecom has advised that OFM is unavailable under clause 14.4.
<i>Telecom only provides</i> Business continuity email address.	This is the email address to send forms to under clause 4.17.

CONTACT AND DETAIL REQUIRED	PURPOSE
<i>Telecom only provides</i> Billing team email address.	This is the email address to which the Service Provider will send emails to Telecom's Wholesale Services Billing Team under clause 16.2.
<i>Service Provider only provides</i> Name, email address, mobile and work telephone number of person Telecom should respond to for emails sent to Telecom's Wholesale Services Billing Team.	This is the email address to which Telecom will respond in relation to emails sent to Telecom's Wholesale Services Billing Team.
<i>Service Provider only provides</i> Contact for faults. (This must include a name, email address and mobile and work telephone numbers.)	This is the contact Telecom will deal with in respect of faults.
<i>Service Provider only provides</i> Contact for outage notification. (This must include email address(es).	This is the email address to which Telecom will send outage notifications to under clause 15.1.
<i>Service Provider only provides</i> Contact details for 24 x 7 emergency coverage in accordance with clause 18.7. Emergency contact details and updates should be emailed to cic@telecom.co.nz .	This is the contact the Telecom CIC and other agencies referred to in clause 19.7 will use in an emergency.

SECTION 3 PROVISIONING

3. Service Provider Forecasting

3.1 Overview

Forecasts are driven by the need for Telecom to understand transaction volumes in advance, in order to be able to manage resources to meet Service Provider requirements and any relevant Service Levels in the SLA. The Service Provider must use all reasonable endeavours to provide Telecom with Forecasts of the volumes of its expected Requests as outlined in this clause 3.

There are three Forecast types that the Service Provider must provide.

(a) Bulk Transfer Forecasts

A Bulk Transfer is the transfer, in a coordinated manner, of 20 or more End Users onto Services, or services based on Services, supplied to the Service Provider. A Bulk Transfer involves a number of Requests that may need to be synchronised, and resources co-ordinated, in order to meet the specific requirements of the Service Provider and may require dedicated or additional resource to be provided by Telecom.

(b) BAU Forecasts

BAU Forecasts involve the ongoing, every day forecasting of Requests for each Service the Service Provider requires from Telecom.

Bulk line transfer for a single End User is considered part of BAU Forecasting. However, the Service Provider may at its cost, request additional capacity to support the business customer situation where there are multiple lines to be transferred in a coordinated manner (provided at least 10 lines are involved). Where the Service Provider wishes to make such a request, the Service Provider should contact its Telecom Service Delivery Manager. Telecom and the Service Provider will agree any additional capacity required and the charges the Service Provider is required to pay for any additional capacity.

(c) Exception to BAU Forecasts

Exception to BAU Forecasts are submitted for a one-off market event and have the following characteristics:

- they are separate from (and in excess of) BAU Forecasts; and
- they may require increased resource to be provided by Telecom.

The key requirement is for Telecom to provide capabilities such as:

- a "Rapid Response" churn of End Users, resulting from initiatives such as a door knock selling campaign, whereby Requests, can be processed immediately and service swung over in a relatively short timeframe; and
- a joint project team with the Service Provider to address other one-off "at risk" opportunities (opportunities arising from the competitive bid/tender process).

3.2 Forecasting Submission Process

An Excel spreadsheet template will be provided by Telecom with a separate worksheet for each Forecast type (the "Forecasting Spreadsheet"). The Forecasting Spreadsheet may be updated by Telecom from time to time. Each time the Service Provider submits a Forecast, it must email Telecom a copy of the Forecasting Spreadsheet or complete the Forecasting Spreadsheet using an online portal if provided by Telecom with the relevant worksheet or worksheets completed in full, containing all of the indicated information.

Each Forecast will be emailed to the email address advised by Telecom from time to time in accordance with clause 2.2 or completed online (where available) in accordance with any instructions advised by Telecom from time to time.

Each Forecast will be as accurate as possible.

The Service Provider will ensure that each Forecast is received in accordance with the particular Forecast requirements set out in this clause 3, as applicable.

Telecom may make a reasonable request of the Service Provider to provide additional information relating to a Forecast already provided. The Service Provider must prepare the requested information with reasonable care and promptly provide it.

3.3 Bulk Transfers

Subject to clause 3.4, there are three circumstances where the Service Provider may request a Bulk Transfer:

- initial migration of the Service Provider's End Users from other Telecom provided services to the Service;
- subsequent Bulk Transfers as Service Providers build End Users on other Telecom provided services, and then migrate them to the Service; and
- transfers of End Users from an Other Service Provider to the Service Provider as the result of a mass acquisition.

3.4 Bulk Transfer Requirements

Bulk Transfers:

- must be a planned and managed event with representatives from Telecom, the Service Provider (and in the case of Bulk Transfers as the result of mass acquisition, the Other Service Provider) working through an agreed process;
- must not include new End User connections (i.e. End Users that were not End Users of either the Service Provider or Telecom or the Other Service Provider, prior to the Bulk Transfer); and
- must not include any requests for additional services on a line as part of the process.

3.5 Bulk Transfer Forecasting Requirements

Bulk Transfers are carried out in accordance with a project plan agreed by representatives of the Service Provider and Telecom. The project plan will address the forecasting requirements, applicable service levels and charges that the Service Provider is required to pay for any additional capacity provided by Telecom. For the avoidance of doubt, Bulk Transfers are deemed to be "Projects" in accordance with the SLA and are therefore not subject to the Service Levels set out in the SLA.

3.6 BAU Forecast Requirements

The Service Provider must each month submit to Telecom a separate BAU Forecast of its expected volumes for each "Type of Request" the Service Provider requires from Telecom for each month in the following 6 month period. BAU Forecasts are therefore rolling forecasts that are submitted each month.

A BAU Forecast must contain all of the information indicated in the relevant worksheet of the Forecasting Spreadsheet including the date it is submitted to Telecom.

3.7 BAU Underforecast/ Overforecast

A Service Provider may forecast any level of BAU Requests it considers appropriate, subject to this clause 3. The intent of the following provisions is to:

- (a) indicate to Telecom the likely demand for the Service in the period from Month 6 to Month 4; and
- (b) progressively increase the accuracy of forecasts and to limit variations in Forecasts during the period from Month 3 to the Order Month.

3.8 Definitions

In clauses 3.6 to 3.16:

"Type of Request" means together, the particular Requests that are set out as a Type of Request in the Forecasting Spreadsheet;

"Previous Forecast" means the total of the Type of Request forecasted for the relevant Request Month in the BAU Forecast submitted in respect of the previous month;

"Request Month" means the month in which Requests are made, or which forecasts relate to, as applicable;

"Type of Request Volume" means the total volume of the Type of Request forecasted by the Service Provider; and

"Month [x]" means the month that is x months before the relevant Request Month. For example, Month 2 means the month that is two months before the relevant Request Month.

3.9 BAU Forecasts Request Volume Requirements

Where the Service Provider provides a BAU Forecast of 10 or more Requests for any Request Month, the Type of Request Volume for that Request Month must be:

- (a) where the BAU Forecast is for Month 6 to Month 3 (inclusive), forecast on a best endeavours basis;
- (b) where the BAU Forecast is for Month 2 (in this paragraph (c), "relevant month"), no greater than 115% and no less than 85% of the Previous Forecast, and where the Type of Request Volume for the relevant month is:
 - (i) greater than 115%; or
 - (ii) less than 85%,

of the Previous Forecast (or deemed to be forecasted under this clause 3.9), then the BAU Forecast submitted in respect of the relevant month for that Type of Request will be deemed to be a forecast for an amount of Requests equal to:

- (iii) 115% of the total of those Requests forecasted where paragraph (i) above applies; or
 - (iv) 85% of the total of those Requests forecasted where paragraph (ii) above applies;
- (c) where the BAU Forecast is for Month 1 (in this paragraph (d), "relevant month"), no greater than 110% and no less than 90% of the Previous Forecast, and where the Type of Request Volume for the relevant month is:
 - (i) greater than 110%; or
 - (ii) less than 90%,of the Previous Forecast (or deemed to be forecasted under this clause 3.9), then the BAU Forecast submitted in respect of the relevant month for that Type of Request will be deemed to be a forecast for an amount of Requests equal to:
 - (iii) 110% of the total of those Requests forecast where paragraph (i) above applies; or
 - (iv) 90% of the total of those Requests forecasted, where paragraph (ii) above applies.

- (d) Telecom will notify the Service Provider of the deeming effects of paragraphs (b) to (c) of this clause 3.9 so that the Service Provider is aware of its then current BAU Forecast for a month.
- (e) Unless the Service Provider notifies Telecom otherwise, Telecom may assume that Forecast volumes under this clause 3.9 will be spread reasonably evenly throughout each month.

3.10 Reimbursement of Costs

Where:

- (a) the volume of the Requests for each Type of Request actually made by the Service Provider for a Request Month is less than 90% of the Previous Forecast (or deemed to be forecasted under clause 3.9(c)) for that Request Month; and/or
- (b) the volume of the Requests for each Type of Request actually made by the Service Provider for any day within the Request Month is less than 70% of the daily forecast rate imputed from the Previous Forecast (or deemed forecast under clause 3.9(c))

("Overforecast"),

then, if requested by Telecom, the Service Provider will reimburse Telecom within 60 Working Days for the full costs (including staffing, resources and overheads) of any additional expenses which were reasonably incurred by Telecom in reliance on the forecast but not necessary given the actual requirements.

3.11 No Service Levels where Underforecast

Where:

- (a) the volume of the Requests for each Type of Request actually made by the Service Provider for a Request Month is greater than 110% of the Previous Forecast (or deemed to be forecasted under clause 3.9(c)) for that Request Month; and/or
- (b) the volume of the Requests for each Type of Request actually made by the Service Provider for any day within the Request Month is greater than 130% of the daily forecast rate imputed from the Previous Forecast (or deemed forecast under clause 3.9(c))

("Underforecast"),

then there will be no requirement for Telecom to meet the Service Levels set out in the SLA to the extent that they relate to Requests that exceed either the 110% threshold and/or the 130% daily threshold.

3.12 Consultation

To the extent that clause 3.10 or 3.11 applies, and so far as is practicable, Telecom will consult with the Service Provider about whether any Requests actually made during a month are Overforecast or Underforecast.

3.13 Notification

Telecom will notify the Service Provider of:

- (a) any costs claimed by Telecom in respect of any Overforecast under clause 3.10; and
- (b) the extent to which Telecom was unable to meet the Service Levels in the SLA as the result of any Underforecast in accordance with clause 3.11,

in each case. Where requested, Telecom must provide the Service Provider with such information as may reasonably be required to validate such claims. An invoice presented by Telecom will be prima facie evidence of the Service Provider's proportion of costs. The Service Provider may claim a reasonable reduction in these costs where the reduced actual Request volume is due to faults, Planned Outages, Unplanned Outages, and Force Majeure Events (as defined in clauses 26.2, 26.4 and 38.1 of the WSA respectively).

3.14 Acknowledgement

The parties acknowledge that:

- (a) for the purposes of clause 3.9, a Forecast "for" or "in respect" of a month shall in practice be submitted 1 month and 2 days before that month; and
- (b) where the BAU Forecast for Month 1 (or deemed forecast under clause 3.9(c)) is for less than 10 Requests for a Type of Request and the actual Requests by the Service Provider in the Request Month for each Type of Request (as calculated at the end of the Request Month) is less than 10, the consequences for inaccurate forecasting set out in clauses 3.10 and 3.11 will not apply.

3.15 Relief for a New Service Provider

Notwithstanding clauses 3.6 to 3.14, the parties agree that during the first three months following the Commencement Date no responsibility or liability under clause 3.10 will attach to inaccurate forecasts where the Service Provider (or a Related Company of the Service Provider) was not, immediately before the Commencement Date, a party to an agreement with Telecom for the supply of wholesale telecommunications services.

3.16 Reasonable Endeavours

Telecom will use all reasonable endeavours to process any Requests but there will be no requirement for Telecom to meet the relevant Service Levels set out in the SLA if the Service Provider does not provide all of the Month 3, 2 and 1 BAU Forecasts as required by clause 3.9.

3.17 Exception to BAU Forecasts - Forecasting Requirements

Exception to BAU Requests are carried out in accordance with a project plan agreed by representatives of the Service Provider and Telecom. The project plan will address the forecasting requirements, applicable service levels and charges that the Service Provider is required to pay for any additional capacity provided by Telecom. For the avoidance of doubt, Exception to BAU Requests are deemed to be "Projects" in accordance with the SLA are not subject to the Service Levels set out in the SLA.

3.18 No Additional Liability for Forecasts

Except as provided in this clause 3, the Service Provider is not liable to Telecom as a result of the content of any Forecast.

4. OO&T

4.1 Overview

Subject to the provisions relating to business continuity, all Requests by the Service Provider for Services must be placed using OO&T (except where a Request for a type of Service is not covered by OO&T). Any Requests covered by OO&T that the Service Provider attempts to place by other means (for example, by email or by facsimile) will be invalid and may be disregarded by Telecom. Telecom will use all reasonable endeavours to notify the Service Provider if such Requests have been received.

OO&T allows the Service Provider to:

- submit and track the status of Requests; and
- update existing Requests (up to the time they are accepted).

4.2 Exception to BAU Requests

If the Service Provider requests an Exception to BAU Request as described in clause 3.17 the Service Provider must contact their Service Delivery Manager to agree how the Exception to BAU Request will be processed.

4.3 Bulk Transfers

Where the Service Provider requests a Bulk Transfer in accordance with clause 3.3, the Service Provider must, prior to submitting orders through OO&T, contact their Service Delivery Manager to begin discussing the relevant details.

4.4 Terms of Provision

OO&T is a Telecom System provided by Telecom in accordance with the WSA, this Operations Manual and the OO&T User Guide. OO&T may be replaced, enhanced or have functionalities added to it.

4.5 B2B

The Service Provider can choose to directly integrate its systems with OO&T via the Business to Business Web Services Interface ("B2B"). If the Service Provider is interested in a B2B it can contact its Account Manager for documentation describing the development required to interact with B2B. A trial agreement must be signed before access to a test site, after which a B2B Access Agreement is required to be executed prior to migrating to a production instance.

4.6 Training and Support

Telecom will provide reasonable initial set up training on OO&T.

“Reasonable initial set up training” in this context consists of a workshop held at a Telecom nominated location. The workshop will address:

- overview of forms for forecasting;
- overview of forms for Requests;
- basic details of OO&T (including demonstration of the system);
- overview of billing and accounts; and
- Q&A.

The Service Provider will ensure that a reasonable number of staff (up to a maximum number of 10) attend any training provided.

Any additional training required by the Service Provider beyond reasonable initial set up training will be charged for by Telecom in accordance with the WSPL.

4.7 Description of OO&T

OO&T allows the Service Provider to log on to a secure site for placing and monitoring Requests with Telecom.

4.8 Access for Authorised Personnel

The Service Provider will provide Telecom with the names of 1 or 2 people to become OO&T user administrators. These people will then manage the creating and disabling of Service Provider staff accounts to access OO&T.

On request from the Service Provider, Telecom will reset, disable or alter the user administrator accounts.

4.9 Right to Restrict or Prohibit Use of OO&T

Subject to clause 4.10, Telecom may restrict or prohibit access to OO&T if any of the Service Provider's staff or systems:

- perform malicious or unintentional actions that damage or may potentially damage OO&T; or
- use OO&T in an unauthorised manner or in such a way that causes or may cause material performance issues;

provided that Telecom will restrict or prohibit access to the minimum extent practicable to protect OO&T and any related system.

4.10 Notice by Telecom of Restrictions

Telecom must use all reasonable endeavours to provide the Service Provider with reasonable prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Telecom will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

4.11 Additional Functionalities or Enhancements to OO&T

Telecom will seek feedback from the Service Provider before notifying the Service Provider of any additional functionality or enhancements to OO&T which affects the use of OO&T in accordance with this Operations Manual.

The Service Provider will modify its own provisioning systems and/or operational procedures to the extent required.

The Service Provider will utilise the additional functionalities or enhancements to OO&T as notified by Telecom from the date specified in Telecom's notice (at the latest).

The Service Provider is responsible for ensuring that its own systems are configured in accordance with its use of OO&T and comply with the requirements in the Telecom Web Services Interface Software Development Kit and the OO&T User Guide.

In the event of any such additional functionalities or enhancements, Telecom will provide support materials briefing and re-training support as reasonably necessary.

Any replacement to OO&T will be dealt with separately in accordance with clauses 9.3 to 9.9 of the WSA.

4.12 Telecom Costs

Telecom will be solely responsible for Telecom's costs of designing and developing OO&T, including any modifications and enhancements.

4.13 Service Provider's Costs

The Service Provider will be solely responsible for all its own costs including the costs of modifying its systems and processes to interface with OO&T and B2B.

4.14 OO&T Charges

Telecom will charge a monthly licence fee for OO&T as set out in the WSPL.

4.15 Use of OO&T

The Service Provider must only use OO&T for purposes authorised by Telecom.

4.16 Availability

Telecom will use all reasonable endeavours to ensure that OO&T is available to the Service Provider 24 hours a day, 7 days a week. Telecom does not warrant or guarantee that the Site will be available continuously or that the operation of the Site will be error-free.

Telecom must take all reasonable steps to prevent the introduction of viruses or other destructive features to OO&T, but Telecom does not guarantee that it is free of such viruses or other destructive features.

Telecom does not warrant or guarantee that the Site will be fit for any purpose except that expressly stated by Telecom.

4.17 Business Continuity

If Telecom advises the Service Provider OO&T is unavailable, the Service Provider may submit provisioning requests by emailing the relevant business continuity form to Telecom.

The relevant business continuity form will be available from Telecom on request.

All business continuity forms submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Service Provider's name in the email subject line as below:

[Form Name] - [Service Provider Name] - [Service Provider reference number]

Once completed, business continuity forms must be sent to the business continuity email address advised by Telecom in accordance with clause 2.2.

4.18 Security

The Service Provider must use reasonable care to protect the security of the Service Provider's user identification details for OO&T (for example, user IDs and passwords) and only give those details to authorised personnel. The Service Provider is responsible for the control and distribution of the Service Provider's user identifications and for any damage resulting from their use. A user identification contained in an electronic document is sufficient to verify the sender's identity and their authority to make the Request on behalf of the Service Provider.

A Request that is submitted using OO&T is deemed to be received by Telecom at the time that the electronic communication containing the Request enters OO&T. Any Requests received outside of Business Hours will be deemed to have been received by Telecom in the first Business Hour of the following Working Day (or Business Day as applicable). Any notification or other communication that is sent by Telecom to the Service Provider using OO&T is deemed to be received by the Service Provider at the time that the electronic communication containing the notification leaves OO&T or other connected system under Telecom's control.

4.19 Username and Passwords

The Service Provider is responsible for all use of the Site made using its usernames and passwords, whether use is made by or on behalf of the Service Provider, by a person with dedicated usernames and passwords, or by someone else using the Service Provider's usernames and passwords.

The Service Provider must protect and secure its usernames and passwords from unauthorised use. If the Service Provider believes there has been a breach of security of its usernames or passwords, such as theft or unauthorised use, it should notify Telecom immediately by e-mail to TNZUserAccess@telecom.co.nz.

5. Customer Authorisation For Transfer Requests And Direct Supply

5.1 Reciprocity

Customer authorisations for transfers and direct supply ("Customer Authorisations") must be obtained in a reciprocal manner in accordance with this clause 5.

5.2 Format of Authorisation

The Customer Authorisation:

- must be obtained in accordance with the Customer Transfer Code; and
- be in the form of:
- a written statement that is signed by the Customer; or
- an orally recorded statement by the Customer,

unless otherwise agreed between the parties.

An example consent form can be obtained in accordance with clause 26.

5.3 Content of Authorisation

A Customer Authorisation must contain, at a minimum, the following:

- the Customer's details, including name or business name, and the contact name and phone number of authorised representative who is giving the consent, where applicable;
- acknowledgement from the person communicating that they are either the Customer or the authorised representative and so entitled to request a transfer in respect of the services referred to in the Customer Authorisation;
- the Customer's agreement to transfer services used by the Customer to the Gaining Service Provider ("GSP");
- the date of the Customer Authorisation;
- the Customer's acknowledgement that they have been informed by the GSP of, and accept the information set out in, clause 5.4; and
- confirmation from the Customer that the information provided by the Customer to the GSP is true and correct.

5.4 Informed Customer Authorisation

In the process of obtaining the Customer Authorisation, the GSP must inform the Customer:

- that the Customer is transferring a service or services from their existing service provider to the GSP;

- that the Customer may continue to have outstanding obligations to the Losing Service Provider (“LSP”) and it is the Customer’s responsibility to check the terms and conditions of its existing contracts relating to the services being transferred;
- of the standard terms, conditions, and costs associated with the transfer, and where the Customer may find the full terms and conditions; and
- that by transferring their services:
- the service(s) associated with the relevant line or circuit number may be disconnected from the LSP and may result in finalisation of the Customer’s account for that service; and
- there may be services that might not be able to be supported by the GSP (if applicable).

5.5 Validity Period

Unless agreed otherwise with a Customer, to be valid, a Transfer Request or Direct Supply Notification must be made within 30 days of the date of the Customer Authorisation.

The GSP must retain all Customer Authorisations for a period that allows them to meet their obligations in this clause 5.5 .

A LSP may request a copy of the Customer Authorisation, provided such request is made within 12 months of the completion of the Transfer Process (or in the case of direct supply, within 12 months of the Billing Cessation Advice). The GSP must provide a copy of the relevant Customer Authorisation to the LSP within 5 Business Days of the LSP’s request.

6. Transfers

6.1 Transfer Overview

Subject to clause 8, the process contained in this clause 6 (the “Transfer Process”) is to be used for transferring services to the Service Provider in respect of a Transfer Request. A Transfer Request can be made:

- on the request of a Business Customer or Residential Customer, for the Service Provider to resell to that Customer Services that at the time of the request are provided by Telecom or an Other Service Provider to that Customer where such Services are the same as Services that the Service Provider can obtain under the WSA (a “Reassignment Request”); and
- where the Service Provider wishes to transition a Telecom Business Customer or Telecom Residential Customer receiving any retail broadband service on to a wholesale broadband service provided by the Service Provider using a Broadband Service covered by the WSA (a “Transition Request”).

In either case, the Customer is referred to in this clause as the “Transferring Customer”. To avoid doubt, a single Transfer Request can include both a Reassignment Request and Transition Request.

6.2 Transfer Requests

Transfer Requests must be submitted using OO&T, unless:

- the Service is not covered by OO&T; or
- OO&T is unavailable for more than 5 Consecutive Business Hours,

in which case the Transfer Request must be submitted in accordance with clause 6.4.

Transfer Requests will only be received by Telecom and provisioned by Telecom during Business Hours. Transfer Requests submitted to Telecom outside of Business Hours will be deemed to have been received by Telecom in the first Business Hour of the following Working Day.

Telecom is entitled to rely on a Transfer Request as evidence that the transfer and/or discontinuance of the Services that are the subject of that Transfer Request has been consented to by the Transferring Customer, and that the Transferring Customer understands and is aware of the rights of the LSP under the Customer Transfer Code.

6.3 OO&T

For each Transfer Request that is submitted using OO&T, the Service Provider must complete all fields that are marked as mandatory.

6.4 Submitting Transfer Requests

For each Transfer Request that is not covered by OO&T (or where OO&T is unavailable for more than 5 Consecutive Business Hours), the Service Provider must submit Transfer Requests to Telecom by email, as specified below:

- the appropriate Transfer Request form, must include all the information contained in the applicable Voice Services or Data Services or Broadband Services form provided in accordance with clause 26, including the information set out in clauses 6.5 to 6.9;
- all requests must come from a generic mailbox. This mailbox must include the Service Provider name in the email address; and
- the subject line of the email must utilise one of the following formats (*Note: R/A = Reassignment*):
- RES-R/A-[Service Provider]-Carrier Reference #
- BUS-R/A-[Service Provider]-Carrier Reference #

In instances where ISDN or Centres are involved, please also include the Service type as per the following example:

- BUS-R/A-Type of Service-[Service Provider]-Carrier Reference #

The Service Provider must send the completed Transfer Request form to Telecom's Provisioning Team at the relevant address listed below:

- For Voice Services: wholesale@Telecom.co.nz
- For Data Services: data_ic@Telecom.co.nz
- For Broadband Services: wholesale_ubs@telecom.co.nz

6.5 Business Reassignments

Where the Transferring Customer is a Business Customer, Services will be reassigned on a "line level" basis. Each Reassignment Request from the Service Provider, where the Transferring Customer is a Business Customer, must include:

- all pilot numbers and any other individual telephone/circuit numbers to be reassigned;

- where the LSP is Telecom, the Transferring Customer's Retail Channel account number under which the Services are billed;
- where the LSP is a service provider other than Telecom, that service provider's name for line; and
- a unique number generated by the Service Provider identifying that Transfer Request.

Where Services are required to be discontinued at the time of the transfer, each Reassignment Request must also contain details of any telephone/circuit numbers or services that are currently provided to the Transferring Customer which are to be discontinued.

6.6 Business Transfers that include Transitions

Each Transfer Request which includes a Transition Request must contain all of the information marked as mandatory in OO&T, including the Broadband Services that the Service Provider wishes to transition the Transferring Customer onto.

6.7 Residential Reassignments

Where the Transferring Customer is a Residential Customer, Services will be reassigned on a "whole of account" basis except where:

- a telephone line is being transferred from a service provider other than Telecom, in which case clause 7 applies; or
- the Service Provider requests otherwise.

Each Reassignment Request from the Service Provider, where the Transferring Customer is a Residential Customer, must include:

- at least one of the Transferring Customer's telephone line numbers;
- the Transferring Customer's Telecom Retail Channel account number under which services are billed; or
- where the LSP is a service provider other than Telecom, that service provider's name;
- a unique number generated by the Service Provider identifying that Transfer Request;
- details of any telephone lines or non-Associated Services which are to be direct supplied by Telecom; and
- details of any telephone lines, Associated Services or non-Associated Services which are to be discontinued. If the Transfer Request does not specify any services that are to be discontinued or Direct Supplied, all reassignable Services that are capable of reassignment and that are currently billed by Telecom to the account number specified in a valid Reassignment Request will be reassigned.

6.8 Residential Transfers that include Transitions

Each Transfer Request which includes a Transition Request must contain all of the information marked as mandatory in OO&T, including the Broadband Services that the Service Provider wishes to transition the Transferring Customer onto.

6.9 Residential Reassignment Process

A Transfer Request that includes a Reassignment Request where the Transferring Customer is a Residential Customer will be provisioned by Telecom as follows:

- the telephone line identified in the Reassignment Request will be reassigned;
- all other telephone lines billed to the Transferring Customer will be reassigned, except where the Service Provider specifies in the Reassignment Request that they be direct supplied by Telecom or discontinued;

- all Associated Services of the telephone lines identified in the first 2 bullet-points which are specified in WSPL as reassignable will be reassigned except where the Service Provider specifies in the Reassignment Request that they be discontinued;
- all Associated Services of the telephone lines identified in the first 2 bullet-points which are specified in WSPL as non-reassignable will be discontinued;
- all non-Associated Services of the telephone lines identified in the first 2 bullet-points which are specified in WSPL as reassignable will be reassigned to the Service Provider, unless the Service Provider specifies in the Reassignment Request that they be direct supplied by Telecom or discontinued;
- all non-Associated Services of the telephone lines identified in the first 2 bullet-points which are specified in WSPL as non-reassignable will be direct supplied by Telecom, unless the Service Provider specifies in the Reassignment Request that they be discontinued; and
- all broadband services that are provided by Telecom on the Telecom account number listed in the Transfer Request will be discontinued and Telecom will commence provision to the Service Provider of the Broadband Services specified for transition in the Transfer Request.

Where the Service Provider requests reassignment of a residential access line option that is not covered by WSPL (e.g. BudgetLine):

- the Service Provider must advise the Transferring Customer that the pricing structure for that service may change after reassignment;
- the Reassignment Request must specify the access line option that the Transferring Customer is currently receiving from Telecom; and
- if the Reassignment Request is valid, Telecom will reassign the standard HomeLine service to the Service Provider.

6.10 Process for Residential Transfers that include Transitions

Where the Transfer Request includes a Transition Request, all broadband services that are provided by Telecom on the Telecom account number listed in the Transfer Request will be discontinued and Telecom will commence provision to the Service Provider of the Broadband Services specified in the Transition Request.

6.11 Standard Lead-times

The Standard Lead-times for Transfer Requests are set out in Schedule 1 of the SLA. These Standard Lead-times are minimum targets only and Telecom is not legally obliged to achieve them.

The Standard Lead-times are measured from acceptance by Telecom of the Transfer Request (or from the Deemed Acceptance Time, where a Deemed Acceptance Time is provided for in the SLA) to completion of the Transfer Request.

6.12 Projects

The Standard Lead-times and Service Levels do not apply to Projects (as defined in the SLA). The Service Provider should contact their Service Delivery Manager to discuss requirements and timeframes of the Project.

6.13 Incorrect Customer Segment or Zone

If a Transfer Request specifies the incorrect customer segment or zone:

- Telecom will waive that irregularity and amend the Transfer Request to specify the correct customer segment and zone as indicated in Telecom's records (subject to the fourth bullet point below);
- when Telecom waives the irregularity, the information as corrected by Telecom will apply for determining Charges and for all other purposes under the WSA;
- Telecom will notify the Service Provider of the corrected information when it provides confirmation of the completion of the Transfer Request; and
- Telecom will not waive the irregularity if the correct information means that the Transfer Request would fail to comply with any of the other rejection reasons set out in Appendix 1 (e.g. if the corrected Request relates to a customer segment or zone in which the requested Service is not available under the WSA).

6.14 Updating a Transfer Request

The Service Provider may update an existing Transfer Request that has been submitted either via email or by using OO&T. If the Transfer Request has been submitted using OO&T, changes to the Transfer Request can be made before the Transfer Request has been actioned and a RFS date is showing. However, changes to the RFS date within Standard Lead-times can be made to an existing Transfer Request that has been actioned by flagging the order in OO&T. Any other change to a Transfer Request that has been actioned will require cancellation and re-submission of the Transfer Request.

If the Service Provider updates an existing Transfer Request, all of the relevant Service Levels for that Transfer Request are restarted.

If during the "Transfer Process" the Customer advises Telecom that it does not want to transfer their services to the Service Provider, Telecom may where possible cancel the Transfer Request and send the Service Provider the applicable reject code. Telecom must first obtain the Customer's Authorisation (in accordance with clause 5 of this Operations Manual) before cancelling the Transfer Request.

6.15 Request Validation, Processing and Rejection

Telecom will perform a validation check of each Transfer Request it receives. That validation check will determine whether the Transfer Request complies with the applicable requirements in clauses 6.5 and 6.7 and whether any of the rejection criteria listed in Appendix 1 apply.

A Transfer Request will be deemed invalid and may be rejected by Telecom within 2 Business Days if it has not been completed in accordance with this clause 6. Telecom will notify the Service Provider by use of applicable rejection codes as listed in Appendix 1.

As Telecom identifies new valid reasons for rejection, it will endeavour to amend this Operations Manual accordingly. If Telecom rejects a Transfer Request for the reason that is "Not otherwise specified", Telecom will provide the Service Provider with an explanation (in addition to the rejection code for "Not otherwise specified") of the reason for the rejection and, if Telecom believes a new rejection reason should be created:

- how that rejection reason will be specified in the Operations Manual; and
- the consequential amendments, if any, required to the processes and forms in the Operations Manual.

Telecom will give its reasonable consideration to waiving any irregularities in the information provided within a Transfer Request (for example, spelling errors), which do not have a material impact on Telecom's ability to process a Transfer Request.

6.16 Confirmation of Requests

Telecom will provide a confirmation that the transfer was successful to the GSP and/or LSP (as the case may require) within 1 Business Day following completion of a transfer ("Transfer Confirmation"). The Transfer Confirmation will also set out the effective billing date of the services and any other information that may be appropriate to enable the Service Provider to cease or start billing the Customer. Transfer Confirmations shall contain a list of line numbers or circuit numbers transferred. A Transfer Confirmation will only be received by the Service Provider during Business Hours. Transfer Confirmations submitted to the Service Provider outside of Business Hours will be deemed to have been received by the Service Provider in the first Business Hour of the following Business Day. If the Transfer Request has been submitted using B2B, the Transfer Confirmation will be available for the Service Provider to view under the Status Update Web Service. If the Service Provider is not the LSP, the Service Provider is responsible for ensuring that the LSP receives notification that the transfer was successful.

OO&T provides a detailed list of all lines and SPOT codes associated with each separate Transfer Request (Reassignment and Transition).

6.17 End User Equipment

Telecom may provide End User Equipment to its own Customers, as part of a Service. Where an all-of-account transfer occurs and Associated Services (e.g. Call Minder) are automatically transferred, End User Equipment associated with the account will not be automatically transferred. In this case, End User Equipment will be direct supplied unless the Service Provider requests it be transferred.

In either case (i.e. direct supply or transfer by Request), Telecom and the Service Provider agree to work together to develop procedures for the recovery or direct supply by Telecom of End User equipment that is non-transferable or that the Transferring Customer wants either direct supplied or discontinued.

6.18 Elements of Bundles

Where a Transfer Request is made in relation to a Telecom Customer for a Service which is an element of, or is substantially similar to an element of, a bundle which was being supplied to the Telecom Customer immediately prior to the Transfer Request, then the Request will be deemed to be a Transfer Request for that Service (which is not rejectable for the reason that it relates to a Customer who was being supplied with a bundle) and will be treated by Telecom as a Request by the Customer to disaggregate the bundle into constituent services. This clause 6.18 does not apply if a Transfer Request is made for the transfer of a service bundle as a bundle and that bundle is specified in WSPL as available for resale as a bundle.

6.19 Customer Contact

Without affecting Customer contact unrelated to and not generated by information provided to Telecom under the WSA, during the Transfer Process Telecom staff may contact the Transferring Customer only through a wholesale point of contact about any processing/technical issues, which may include clarifying the basis on which Telecom or the other service provider (as the case may be) may continue to supply services to the Transferring Customer. For any such contact, the wholesale contact will endeavour to resolve all issues with the Transferring Customer as the wholesale contact and will not refer the Customer to any retail personnel nor undertake any retail sales activity.

6.20 Telephone/ Circuit Number

To avoid doubt, the telephone number or circuit number of a Customer will not change as a result of the Transfer Process.

6.21 Fees

For each Transfer Request which includes a Reassignment Request, Telecom will charge the Service Provider the reassignment fees as set out in WSPL. For each Transfer Request which includes a Transition Request, Telecom will charge the Service Provider the transition fees as set out in WSPL. To avoid doubt, where a Transfer Request includes a Reassignment Request and a Transition Request Telecom will charge the Service Provider the applicable reassignment and transition fees.

Telecom may charge the Service Provider the applicable reassignment and/or transition fees set out in WSPL to recover the costs associated with reversing any unauthorised transactions (without limiting Telecom's other rights under the WSA).

6.22 Completions

To complete the Transfer Process, Telecom must:

- (a) for each Service being reassigned:
 - (i) commence providing that Service and any Associated Service to the Service Provider under the WSA, and commence billing the Service Provider for those Services under the WSA; and
 - (ii) cease providing that Service under whatever basis it was previously being supplied;
- (b) for each Service being transitioned:
 - (i) commence providing the requested Broadband Service, and commence billing the Service Provider for those Services under the WSA; and
 - (ii) cease providing the Telecom retail broadband service on whatever basis it was previously being supplied;
- (c) for each Service being discontinued:
 - (i) cease providing that service under whatever basis it was previously being supplied; and
 - (ii) cease the provision of any Associated Service of that discontinued service;
- (d) for each service continuing to be supplied by a service provider (other than Telecom), continue the provision of the service to the Transferring Customer by that service provider; and
- (e) provide the Transferring Customer with a final bill for those services which Telecom is able to bill up to the transfer date where Telecom is, following the transfer, no longer providing the service to the Transferring Customer (i.e. where Telecom is the LSP). Where Telecom is the LSP, Telecom must use reasonable endeavours to provide the final bill in relation to transferred or discontinued services within three months after the month in which the Transfer Process is completed. Once the final bill has been sent, Telecom must not send any further bills (but may send reminder notices and other debt recovery documents, where appropriate) to the Transferring Customer for the transferred or discontinued services.

6.23 Responsibility for Debts

Where a transfer is performed pursuant to this clause 6, the Service Provider will not incur any responsibility for any debts owed by the Transferring Customer to Telecom as the LSP in respect of the transferred services prior to the date of transfer.

6.24 Non-refusal

Telecom will not refuse to transfer or discontinue a Service on the grounds that such transfer or discontinuance may be a breach of contract by the Transferring Customer. However, such transfer or discontinuance is without prejudice to, and does not constitute a waiver by Telecom of, any of Telecom's rights in relation to the Transferring Customer (including recovery of cancellation charges) or the Service Provider.

7. Third Party Transfer Process

7.1 Third Party Transfer

This clause 7 sets out the processes required when a GSP requests the transfer or discontinuance of a resold Service which at the time of the request is provided by Telecom to a LSP (“Third Party Transfer Request”).

The Service Provider agrees to comply with these procedures whenever it is the GSP or LSP in any Third Party Transfer Request.

7.2 Customer Authorisation

Customer Authorisation for Third Party Transfer Requests must be obtained in accordance with clause 5, provided that:

- all references in clause 5 to “Customer” will be read as references to the LSP’s customer;
- where the Service Provider is the GSP, the Service Provider must obtain Customer Authorisation; and
- where the GSP is an Other Service Provider that the Service Provider is reselling services to, the Service Provider must use its best endeavours to ensure that the GSP obtains the Customer Authorisation and that the GSP retains and provides a copy of that Customer Authorisation on request by Telecom as required by clause 5.5.

7.3 Third Party Transfer Process

The process for Third Party Transfer Requests is as follows:

- the GSP must provide Telecom with a Transfer Request in accordance with clause 6.
- for the purposes of the Transfer Request form referred to in clause 6.4, the GSP will provide to Telecom the LSP’s name instead of the Transferring Customer’s Telecom customer account number.
- Telecom will perform a validation check and will reject the Request within 2 Business Days if the LSP’s name or if any of the other rejection criteria listed in Appendix 1 apply (other than any rejection criteria that relate to the Transferring Customer’s Telecom account number).
- the GSP must also provide the LSP with notification of the Third Party Transfer Request prior to submitting the Request to Telecom.

For Business Customers that notification must include:

- all of the Transferring Customer’s pilot numbers;
- any other individual telephone/circuit numbers to be transferred;
- the Transferring Customer’s account number with the LSP; and
- LSP unique service identifier.

For Residential Customers that notification must include:

- the Transferring Customer’s account number with the LSP; and
- LSP unique service identifier.

If any of the details are found by the LSP to be incorrect, the LSP may request the GSP cancel the Third Party Transfer Request with Telecom.

- the LSP has 1 Business Day from the receipt of the GSP’s notification to advise the GSP that it believes, on reasonable grounds, that the transfer would be an invalid transfer. The LSP must provide:

- a valid reason as to why the transfer would be invalid (as provided for in this clause 7.3); and
- any additional information that helps support the grounds upon which the LSP is asserting the transfer may be invalid.

The transfer will be deemed invalid by the LSP if:

- the Transferring Customer's account number provided is incorrect or does not significantly match the Transferring Customer's account number in the LSP's record; or
- the unique service identifier provided is incorrect or does not significantly match the number(s) by the information in the LSP's record; or
- the Transferring Customer's name provided is incorrect or does not significantly match the information in the LSP's records; or
- the notification does not contain all of the required information; or
- the notification is wholly or partially corrupted or unreadable.
- Telecom will complete all valid Third Party Transfer Requests in accordance with paragraphs 6.22(a) to 6.22(d) of clause 6.22 unless the GSP cancels the request with Telecom. For this purpose, references to "the Service Provider" will be read as the GSP and references to a "service provider (other than Telecom)" will be read as the LSP. Paragraphs 6.22(e) and 0 of clause 6.22 are not relevant to Third Party Transfer Requests.
- for Business Customers, any pilot numbers and/or individual circuit numbers (and all Services related to those numbers) which are not specified in the Third Party Transfer Request will continue to be supplied to the LSP.
- the LSP may not directly contact Telecom regarding the Third Party Transfer Request and has no authority to directly request Telecom to cancel the Third Party Transfer Request.
- Telecom will send the GSP and the LSP advice confirming the completion and effective date of each Third Party Transfer Request within 1 Business Day of transfer completion.
- the standard reassignment and/or transition fees specified in WSPL will be payable by the GSP for:
- every completed transfer arising from a Third Party Transfer Request; and
- every Third Party Transfer Request that is cancelled by the GSP.

7.4 Disputes

Any dispute regarding:

- whether the information provided in the GSP's notification to the LSP is correct;
- whether the Transferring Customer has consented to the Third Party Transfer Request; or
- any other dispute regarding the Third Party Transfer Request,

is exclusively between the GSP and the LSP.

The GSP and LSP may agree to enter into arrangements between themselves for determining how any dispute will be resolved.

Telecom will not be a party to, and will not have any involvement in, any such dispute. Telecom has no liability to the LSP as a result of processing any Third Party Transfer Request.

8. Toll Free (0800) Transfers

8.1 Toll Free Transfers

This clause 8 (together with clauses 6.1, 6.2, 6.3 and 6.11 to 6.24) applies to Toll free (0800) Transfers.

8.2 Submitting Transfer Requests

For each Transfer Request that is not covered by OO&T (or where OO&T is unavailable for more than 5 Consecutive Business Hours), the Service Provider must submit Transfer Requests to Telecom by email, as specified below:

- the appropriate Transfer Request form, must include
- the Transferring Customer's name, address, Toll free number or numbers, and any other relevant account information reasonably required by Telecom to effect the Reassignment Process; and
- an indication as to whether the Transferring Customer wishes to have Telecom's Toll free services reassigned and the desired date of reassignment (such dates generally being the last day of the month).
- all Requests must come from a generic mailbox. This mailbox must include the Service Provider name in the email address; and
- the subject line of the email must utilise one of the following formats (Note: R/A = Reassignment):
- Tollfree-R/A-[Service Provider]-Carrier Reference #

The Service Provider must send the completed Transfer Request form to Telecom's 0800 Provisioning Team at the relevant address listed below:

- For Toll free (0800) : TNAS@telecom.co.nz

8.3 Reassignments

Services will be reassigned on a Toll free number basis. In accordance with, each Reassignment Request from the Service Provider, must include:

- all Toll free numbers to be reassigned;
- where the LSP is Telecom, the Transferring Customer's Telecom account number under which the Services are billed; and
- where the LSP is a service provider other than Telecom, that service provider's name; and
- a unique number generated by the Service Provider identifying that Transfer Request.

Where Toll free numbers are being transferred from another carrier, full set up features including features and terminating numbers will be required.

8.4 Toll Free Reassignment Process

A Toll free Transfer Request that includes a Reassignment Request will be provisioned by Telecom as follows:

- the Toll free number identified in the Reassignment Request will be reassigned;
- if the Toll free number is currently on Telecom's Network, all associated features of the toll free number will be reassigned except where the Service Provider specifies in the Reassignment Request that they be discontinued;
- if the Toll free number is currently supplied by a network other than Telecom's Network, associated features will only be set up at the Service Provider's request.

9. Requesting New Services and MACs

9.1 New Service Requests and MAC Requests

This clause 9 applies to New Service Requests and MAC Requests.

Where the Service Provider wishes to purchase:

- a Service for a Service Provider Customer which is available for resale and which is not currently provided directly or indirectly by Telecom to the intended customer; or
- a Service that is listed in WSPL but is not available for resale to End Users,

the Service Provider must request the Service by submitting a completed New Service Request. To avoid doubt, the Transfer Process in clause 6 applies where the Service Provider requests a Broadband Service for a Customer currently receiving a retail broadband service from Telecom.

9.2 Submitting Requests

New Service Requests and MAC Requests must be submitted using OO&T, unless:

- the Service is not covered by OO&T; or
- OO&T is unavailable for more than 5 Consecutive Business Hours,

in which case the New Service Request must be submitted using a New Service Request form.

9.3 Mandatory Fields

For each New Service Request (or MAC Request) that is submitted via OO&T, the Service Provider must complete all of the fields that are marked as mandatory.

9.4 Submitting New Service Requests or MAC Requests

For each New Service Request (or MAC Request) that is not covered by OO&T (or where OO&T is unavailable for more than 5 Consecutive Business Hours), the Service Provider must complete and submit the relevant form below:

- New Voice Service Request form (as provided in accordance with clause 26), for voice Services
- New Data Service Request form (as provided in accordance with clause 26), for data Services

All New Service Requests or MAC Requests submitted in accordance with this clause should come from a generic mailbox. This mailbox must include the Service Provider name in the email address.

The subject line of the email should utilise one of the following formats (*Note: NEW = New Connection, MAC = Move, Add, Change, RQ = Relinquishment*):

- Residential Format (Voice)
 - RES - NEW - [Service Provider Name] - Carrier Reference #
 - RES - MAC - [Service Provider Name] - Carrier Reference #
 - RES - RQ - [Service Provider Name] - Carrier Reference #
 - RES - MAC QUERY - [Service Provider Name] - Carrier Reference #
- Business Format (Voice)
 - BUS - NEW - [Service Provider Name] - Carrier Reference #
 - BUS - MAC - Type of Service - [Service Provider Name] - Carrier Reference #
 - BUS - RQ - [Service Provider Name] - Carrier Reference #
 - BUS - MAC QUERY - [Service Provider Name] - Carrier Reference #

Note: In instances where ISDN or Centrex are involved, please also include the Service type.

- Data Format (All Other)
 - NEW - [Service Provider Name] - Carrier Reference #
 - MAC - [Service Provider Name] - Carrier Reference #
 - RQ - [Service Provider Name] - Carrier Reference #
 - NEW - QUERY - [Service Provider Name] - Carrier Reference #

Once completed, the form must be sent to the appropriate address below:

- For Data Requests: data_ic@telecom.co.nz
- For Voice Requests: wholesale@telecom.co.nz
- For Broadband Services: wholesale_ubs@telecom.co.nz

Complex Services, which involve multiple provisioning activities that cannot occur in parallel, have specific forms that must be used. Telecom will provide these forms to the Service Provider as appropriate.

The following data Services also have specific forms that must be used (as provided in accordance with clause 26):

- Global Gateway Internet Access Service

- Dial IP/Fast IP Service
- Metro IP Service

Once completed, the forms for those data Services must be sent to: data_ic@telecom.co.nz

9.5 Validation

Telecom will perform a validation check of each New Service Request (and MAC Request) that it receives. That validation check will determine whether the Request complies with the requirements of this clause 9.5 and whether any of the rejection criteria listed in Appendix 1 apply.

If a New Service Request (or MAC Request) is rejected, Telecom will advise the Service Provider of that rejection and will provide the Service Provider with the applicable rejection reason, listed in Appendix 1. Telecom will use all reasonable endeavours to identify all the errors in the invalid New Service Request (or MAC Request).

As Telecom identifies new valid reasons for rejection, it will endeavour to amend the Operations Manual accordingly. If Telecom rejects a New Service Request (or MAC Request) for the reason that it is "Not otherwise specified", Telecom will provide the Service Provider with an explanation (in addition to the rejection code for "Not otherwise specified") of the reason for the rejection and, if Telecom believes a new rejection reason should be created:

- how that rejection reason will be specified in the Operations Manual; and
- the consequential amendments, if any, required to the processes and forms in the Operations Manual.

9.6 Irregularities

- If an invalid New Service Request (or MAC Request) is received by Telecom, Telecom will give its reasonable consideration to waiving irregularities which do not have a material impact on Telecom's ability to process New Service Requests (or MAC Requests). Examples of such irregularities include:
 - use of different conjunctions (e.g. "&" instead of "and");
 - improper application or omission of apostrophes;
 - variations in letter case;
 - use of initials instead of first names, or vice versa;
 - names where letters have been accidentally transposed but the meaning is still clear (e.g. Dominoin = Dominion).

If an irregularity is waived the New Service Request (or MAC Request) (as the case may be) will be treated as if it was valid. If an irregularity is not waived, Telecom will advise the Service Provider as soon as possible and provide a reference to the criteria by which the invalidity arises with each error identified by the appropriate rejection reason.

9.7 Time of Receipt and Provisioning

New Service Requests (and MAC Requests) will only be received by Telecom and provisioned by Telecom during Business Hours. New Service Requests (and MAC Requests) submitted to Telecom outside of Business Hours will be deemed to have been received by Telecom in the first Business Hour of the following Working Day.

9.8 Maximum Number of Daily Requests

The maximum number of New Service Requests (and MAC Requests) that can be submitted by the Service Provider each Working Day will be based on the forecasts that have been provided to Telecom.

9.9 RFS Date

If the New Service Request (or MAC Request) is accepted, Telecom will advise the Service Provider of an expected RFS date in accordance with the SLA.

If the Service Provider does not want the New Service Request (or MAC Request) to be completed until a date that is after the applicable Standard Lead-time, the Service Provider may nominate a desired RFS date in the Request form. Desired RFS dates are not binding on Telecom.

9.10 Standard Lead-times

The Standard Lead-times for New Service Requests (and MAC Requests) are set out in Schedule 1 of the SLA. These Standard Lead-times are minimum targets only and Telecom is not legally obliged to achieve them. Some of the Standard Lead-times apply to multiple Services. Some Services may not be listed in Schedule 1 of the SLA and may not have a Standard Lead-time.

In those circumstances where Telecom is unable to provision the requested Services which are the subject of a New Service Request (or MAC Request) within the Standard Lead-times listed in Schedule 1 Telecom will offer the Service Provider an alternative expected RFS date, and if applicable, a quote for any additional costs required to deliver the Service over and above the standard installation charges. If the Service Provider rejects this offer, the New Service Request (or MAC Request) will be deemed to be cancelled.

The Standard Lead-times are measured from acceptance by Telecom of the New Service Request (or MAC Request) (or from the Deemed Acceptance Time, where a Deemed Acceptance Time is provided for in the SLA) to completion of the New Service Request (or MAC Request).

The Standard Lead-time to relinquish a Service is measured to termination of the Service and cessation of billing. If equipment is to be removed from Customer premises then this removal could be done up to 21 days later.

9.11 Projects

The Standard Lead-times and Service Levels do not apply to Projects (as defined in the SLA). The Service Provider should contact their Service Delivery Manager to discuss requirements and timeframes of the Project.

9.12 Incorrect Customer Segment or Zone

If a New Service Request (or MAC Request) specifies the incorrect customer segment or zone:

- Telecom will waive that irregularity and amend the New Service Request (or MAC Request) to specify the correct customer segment and zone as indicated in Telecom's records (subject to the fourth bullet point below);
- when Telecom waives the irregularity, the information as corrected by Telecom will apply for determining Charges and for all other purposes under the WSA;
- Telecom will notify the Service Provider of the corrected information when it provides confirmation of the completion of the New Service Request (or MAC Request); and
- Telecom will not waive the irregularity if the correct information means that the New Service Request (or MAC Request) would fail to comply with any of the other rejection reasons set out in Appendix 1 (e.g. if the corrected Request relates to a customer segment or zone in which the requested Service is not available under the WSA).

9.13 Updating a Request

The Service Provider may update an existing New Service Request (or MAC Request) that has been submitted using OO&T. Changes to the New Service Request (or MAC Request) can be made before the New Service Request (or MAC Request) has been actioned and a RFS date is showing. However, changes to the RFS date, within Standard Lead-times can be made to an existing New Service Request (or MAC Request) that has been actioned by flagging the order in OO&T. Any other change to a New Service Request (or MAC Request) that has been actioned will require cancellation and re-submission of the New Service Request (or MAC Request).

If the Service Provider updates an existing New Service Request (or MAC Request), all of the Service Levels for that New Service Request (or MAC Request) are restarted.

Telecom and the Service Provider will use reasonable endeavours to agree to a process for updating any existing New Service Request (or MAC Requests) that are not submitted using OO&T.

9.14 Confirmations

On completion of the provisioning of a New Service Request, Telecom must:

- commence providing to the Service Provider, and commence billing the Service Provider for, all Services which are newly provided to the Service Provider; and
- provide the Service Provider with confirmation of the provisioning of the newly provided Services.

Telecom must:

- for a valid MAC Request, use reasonable endeavours to provision the MAC; and
- provide confirmation of the provisioning of the MAC to the Service Provider for each Service that is the subject of the MAC.

Confirmations will only be received by the Service Provider during Business Hours.

Confirmations submitted to the Service Provider outside of Business Hours, will be deemed to have been received by the Service Provider in the first Business Hour of the following Working Day.

If the Request has been submitted using B2B, the confirmation will be available for the Service Provider to view under the Status Update Web Service.

9.15 Fees

Telecom is entitled to charge the Service Provider the relevant New Service Request (or MAC Request) Charge set out in WSPL where:

- the Services (or MAC) have been successfully provisioned;
- Telecom was unable to access the site where the installation of Services covered by the New Service Request was to occur (or the MAC was to be provisioned); or
- the Service Provider cancels Services which are the subject of a New Service Request (or MAC Request) after that New Service Request (or MAC Request) has been submitted to Telecom.

10. Linecheck Toolkit

10.1 Linecheck Toolkit

Telecom will use reasonable endeavours to provide the Service Provider with the Linecheck Toolkit during the term of the WSA.

The Service Provider may use the Linecheck Toolkit to create the Service Provider's own linecheck tool to assist in the promotion and selling of Broadband Services.

The Service Provider may only use the Linecheck Toolkit in accordance with the terms of the Linecheck Toolkit Reference Guide.

11. Feasibility Study

11.1 Feasibility Study

Prior to lodging a New Service Request (or a MAC Request), the Service Provider may request Telecom to perform a feasibility study in respect of a Service or MAC, for the purpose of establishing, at the time of the study, whether or not Telecom has sufficient capacity and Network equipment available to deliver the relevant Service or MAC. Subject to resources, Telecom will use reasonable endeavours to perform the requested feasibility study. Where a feasibility study shows a Service or MAC cannot be delivered but could be delivered at a later date and/or for a specific additional cost (where such cost relates to Telecom exceeding its existing contractual obligations to the Service Provider), then Telecom will invite the Service Provider to consider a revised ready for service date or to request a specific pricing proposal. The Service Provider may also request a site audit of Services provided in regards to a particular site rather than a specified Service or MAC under this clause 11.1. To avoid doubt, confirmation by Telecom of spare capacity or Network equipment at the time of the study will not ensure the availability of capacity or Network equipment at a later date or time if and/or when a Request is received from the Service Provider to provision the Service or MAC which was the subject of the feasibility study.

11.2 Charges

Telecom may charge on a reasonable time and materials basis each time it performs a feasibility study or site audit pursuant to clause 11.1.

12. Direct Supply

12.1 Direct Supply Notification

Where a Service (on a Service-by-Service and Customer-by-Customer basis) is being resold by the Service Provider to one of the Service Provider's Customers, Telecom may, at the request of that Customer through a Telecom Retail Unit, cease providing that Service to the Service Provider for resale (without penalty) and commence the direct supply of that Service to that Customer through a Telecom Retail Unit. Telecom may also, at the request of a Customer, cease providing a Broadband Service to a Service Provider and commence the direct supply of a retail broadband plan to that Customer through a Telecom Retail Unit.

Telecom will notify the Service Provider by electronic communication (either via email or the OO&T notification system) in the timeframe specified in the SLA prior to the Telecom Retail Unit commencing the direct supply process in relation to any Service(s) supplied to a former Service Provider's Customer ("**Direct Supply Notification**").

For Business Customers the Direct Supply Notification will include:

- all pilot numbers and any other individual telephone/circuit numbers and broadband plans to be direct supplied;
- the Customer's account number with the Service Provider under which the Services are billed;
- the Customer's account name with the Service Provider under which the Services are billed;
- the effective date on which Telecom will commence billing for direct supply of the Services (subject to clause 12.2); and
- a unique number generated by Telecom identifying that Direct Supply Notification.

For Residential Customers the Direct Supply Notification will include:

- the Customer's account number with the Service Provider under which the Services are billed;
- the Customer's account name with the Service Provider under which the Services are billed;
- the effective date on which Telecom will commence billing for direct supply of the Services (subject to clause 12.2); and
- a unique number generated by Telecom identifying that Direct Supply Notification.

Telecom must first obtain the Customer's Authorisation (in accordance with clause 5) before commencing the direct supply of a Service to that Customer.

The Service Provider is entitled to rely on a Direct Supply Notification as evidence that direct supply of the Services that are the subject of the Direct Supply Notification has been consented to by the Customer. The Service Provider may also request a copy of the Customer Authorisation and challenge the validity of the Customer Authorisation in accordance with clause 5.5.

12.2 Direct Supply Notification Validation

The Service Provider has 1 Business Day from the receipt of the Direct Supply Notification to advise Telecom by electronic communication (either email or the OO&T notification system) that the Service Provider believes on reasonable grounds that the direct supply of the Service or Services to that Customer would be invalid. The Service Provider must provide:

- a valid reason as to why the direct supply would be invalid (as provided for in this clause 12.2); and
- any additional information that helps support the grounds upon which the Service Provider is asserting the direct supply may be invalid.

The direct supply of Services that are the subject of a Direct Supply Notification will be deemed invalid, if:

- the Customer account number provided on the Direct Supply Notification is incorrect or does not significantly match the Customer account number on the Service Provider invoice; or
- the Telecom telephone number(s) and or circuit number(s) provided is incorrect or does not significantly match the number(s) resold by the Service Provider to the Customer that is the subject of the Direct Supply Notification; or
- the Customer name provided is incorrect or does not significantly match the information in the Service Provider's records; or
- the Direct Supply Notification does not contain all of the required information; or
- the Direct Supply Notification is wholly or partially corrupted or unreadable.

Where the Service Provider does not advise Telecom within 1 Working Day following receipt of the Direct Supply Notification that direct supply might be invalid then the Telecom Retail Unit will be able to proceed with the process of commencing direct supply.

12.3 Billing Cessation Advice

Telecom will provide a confirmation that the direct supply was successful to the Service Provider (as the case may require) within 1 Business Day following completion of a direct supply ("**Billing Cessation Advice**"). The Billing Cessation Advice will also set out the effective billing date of the services and any other information that may be appropriate to enable the Service Provider to cease billing the Customer. The Billing Cessation Advice shall contain a list of line numbers or circuit numbers transferred. A Billing Cessation Advice will only be received by the Service Provider during Business Hours. A Billing Cessation Advice submitted to the Service Provider outside of Business Hours will be deemed to have been received by the Service Provider in the first Business Hour of the following Business Day. If the Billing Cessation Advice has been submitted using B2B, the Billing Cessation Advice will be available for the Service Provider to view under the Status Update Web Service. If the Service Provider is not the LSP, the Service Provider is responsible for ensuring that the LSP receives notification that the direct supply was successful.

Where Telecom commences direct supply of any service to a former Service Provider Customer, Telecom will cease charging the Service Provider for that Service (or, in the case of direct supply of a retail broadband service, will cease charging for the Broadband Service) with effect from the date specified in the relevant Billing Cessation Advice.

12.4 Billing Cessation Advice Acknowledgement

The Service Provider must confirm to Telecom that it has received the Billing Cessation Advice ("**Billing Cessation Advice Acknowledgement**") and that it will cease billing the customer. That Billing Cessation Advice Acknowledgement must be provided by electronic communication (either email or the OO&T notification system).

12.5 Commencement of Direct Supply

If the Service Provider's Customer requests a Telecom Retail Unit to commence direct supply in accordance with clause 12.1, the Service Provider will not prevent Telecom commencing direct supply, or make a new Request for transfer in relation to that Customer after direct supply has commenced, on the grounds that such direct supply may be a breach of contract by that Customer. Any new Request for transfer in relation to that Customer requires a new customer authorisation in accordance with clause 5.

12.6 Responsibility

Telecom will not incur any responsibility for any debts owed by the Service Provider's Customer, including debts owed to the Service Provider, in respect of the direct supplied services prior to the date direct supply commenced.

12.7 Billing

In respect of the service or services that are the subject of that Direct Supply Notification, the Service Provider:

must provide the Customer commencing direct supply with a final bill for those services which the Service Provider is able to bill up to the date when direct supply commenced. The Service Provider must use reasonable endeavours to provide the final bill in relation to direct supplied services within three months after the month in which the direct supply commences. Once the final bill has been sent, the Service Provider must not send any further bills (but may send reminder notices and other debt recovery documents, where appropriate) to the Customer for the direct supply services; and

may include on the Customer's invoice final bill any charges for services that were provided prior to the date when direct supply commenced but that have not been processed on or before the date of the final bill.

SECTION 4 PROBLEM MANAGEMENT

13. OFM

13.1 Overview

Telecom has a web-based fault management system - OFM. OFM allows Service Providers to:

- create a new trouble ticket;
- retrieve a trouble ticket;
- update a trouble ticket; and
- report basic faults.

13.2 Terms of Provision

In relation to the Service, OFM is a Telecom system provided by Telecom in accordance with the WSA. OFM may be replaced, enhanced or have functionalities added to it.

13.3 Training and Support

Telecom will provide reasonable initial set up training on OFM.

“Reasonable initial set up training” in this context consists of a workshop covering the items below, held at a Telecom nominated location. The workshop will address:

- overview of forms for fault reporting;
- basic details of the OFM (including demonstration of the system); and
- Q&A.

The Service Provider will ensure that a reasonable number of staff (up to a maximum of 10) attend any training provided to the Service Provider in respect of OFM.

Any additional training required by the Service Provider beyond reasonable initial set up training will be charged for by Telecom in accordance with the WSPL.

13.4 Description of OFM

OFM allows the Service Provider to log on to a secure site for reporting and monitoring faults with Telecom.

13.5 B2B

The Service Provider can choose to directly integrate its systems with OFM via the B2B. If the Service Provider is interested in a B2B for OFM it can contact its Account Manager for documentation describing the development required to interact with the B2B. A trial agreement must be signed before access to a test site, after which a B2B Access Agreement will be required prior to migrating to a production instance.

13.6 Access for Authorised Personnel

The Service Provider will provide Telecom with the names of 1 or 2 people to become OFM user administrators. These people will then manage the creating and disabling of Service Provider staff accounts to access OFM.

On request from the Service Provider, Telecom will reset, disable or alter the user administrator accounts.

13.7 Right to Restrict or Prohibit Use of OFM

Subject to the notice provisions below, Telecom may restrict or prohibit access to OFM if any of the Service Provider's staff or systems:

- perform malicious or unintentional actions that damage or may potentially damage OFM; or
- use OFM in an unauthorised manner or in such a way that causes or may cause material performance issues;
- provided that Telecom will restrict or prohibit access to the minimum extent practicable to protect OFM and any related system.

Telecom must use all reasonable efforts to provide the Service Provider with prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Telecom will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

13.8 Additional Functionalities or Enhancements to OFM

Telecom will seek feedback from the Service Provider before notifying the Service Provider of any additional functionalities or enhancements to OFM which affects the use of OFM in accordance with this Operations Manual.

The Service Provider will modify its own fault management systems and/or operational procedures to the extent required.

The Service Provider will utilise the additional functionalities or enhancements to OFM as notified by Telecom from the date specified in Telecom's notice (at the latest).

The Service Provider is responsible for ensuring that its own systems are configured in accordance with its use of OFM and comply with the requirements in the OFM User Guide.

In the event of any such additional functionalities or enhancements, Telecom will provide support materials briefing and re-training support as reasonably necessary.

Any replacement to OFM will be dealt with separately in accordance with clauses 9.3 to 9.9 of the WSA.

13.9 Telecom Costs

Telecom will be solely responsible for Telecom's costs of designing and developing OFM, including any modifications and enhancements.

13.10 Service Provider's Costs

The Service Provider will be solely responsible for the costs of modifying their processes to work with OFM and modifying their systems to interface with OFM (if applicable).

13.11 OFM Charges

Telecom will charge a monthly licence fee for OFM as set out in WSPL.

13.12 Use of OFM

The Service Provider must only use OFM for purposes authorised by Telecom.

13.13 Availability

Telecom will use all reasonable endeavours to ensure that OFM is available to Service Providers 24 hours, 7 days a week. Telecom does not warrant or guarantee that OFM will be available continuously or that the operation of OFM will be error-free.

Telecom must take all reasonable steps to prevent the introduction of viruses or other destructive features to OFM, but Telecom does not guarantee that it is free of such viruses or other destructive features.

Telecom does not warrant or guarantee that the OFM will be fit for any purpose except that expressly stated by Telecom.

14. Faults

14.1 Responsibility for Faults

Telecom is only responsible for faults that are within Telecom's responsibility, as set out in section 27 of the WSA. If Telecom investigates and no fault is found or no fault for which Telecom is responsible is found, Telecom will charge the Service Provider the fault diagnosis charge as set out in the WSPL. Where Telecom is responsible for the fault, no fault diagnosis charge will be charged.

14.2 Initial Diagnosis by the Service Provider

It is the Service Provider's responsibility to provide initial fault diagnosis on all faults reported to it by its Customers or End Users. The requirements for this initial fault diagnosis are set out in section 28 of the WSA.

14.3 Prediagnosis and Diagnosis Assistance

Telecom may provide the Service Provider with information and/or tools to assist with initial fault diagnosis and resolution by their own employees, contractors or agents. Telecom will investigate potential new methods of supplying that information.

The Service Provider may not use, distribute or allow access to such information other than for the purposes of initial fault diagnosis and resolution. Telecom will retain all intellectual property rights in any documents that it provides to the Service Provider.

14.4 Reporting Faults to Telecom

Except as specified under this clause 14.4, the Service Provider must use OFM for reporting all faults regarding the Services. If the Service Provider uses any other method to report a fault, the Service Levels as defined in the SLA will not apply to that fault.

Where Telecom advises the Service Provider that OFM is unavailable, the Service Provider must submit fault reports to Telecom by calling the 0800 fault reporting service number provided by Telecom. Telecom must use all reasonable endeavours to advise Service Providers immediately upon becoming aware that the OFM is unavailable.

Once the Service Provider has provided initial fault diagnosis, complied with section 28 of the WSA and determined that it requires Telecom's assistance to resolve the fault, the following information is required when reporting a fault:

- confirmation that the initial fault diagnosis has been completed;
- contact name and phone number of the Service Provider staff member logging the fault;
- contact name, phone number, and alternate phone number of the End User experiencing the fault (where appropriate);
- End User's Service Identifier for service that is experiencing the fault (where appropriate);
- fault type and description;
- time the fault occurred;
- address and contact details for the site of the fault (where appropriate); and
- any other relevant information.

If any of the above information is not provided, the Service Levels in the SLA will not apply.

14.5 Hours of Operation

Faults can be logged 24 hours a day, 7 days a week.

Telecom's hours of operation for fault restoration are 0700 to 1900, 7 days a week. If a fault is logged outside of those hours, Telecom may only start working on the fault as from 0700 the following day. Extended fault restoration hours apply for emergency faults (see clause 14.10), core network service faults (see clause 14.11) and any other products or services as agreed.

For the purpose of determining whether Telecom has met any relevant Service Levels for dealing with faults, any faults submitted to Telecom outside of Fault Restoration Hours will be deemed to have been received by Telecom in the first Fault Restoration Hour of the following day.

14.6 Fault Tracking

All faults will be logged in OFM and the Service Provider will be given a fault reference number and an expected fault restoration time. The expected fault restoration time will be provided in accordance with Telecom's fault prioritisation systems.

Telecom will use all reasonable endeavours to meet the notified expected fault restoration time.

Where Telecom has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, Telecom will advise the Service Provider of a revised fault restoration time. In that situation the Service Levels in the SLA will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.

The Service Provider will be able to check the progress of a fault via OFM. The fault reference number is to be used in all communications regarding the fault.

14.7 Fault Report Acknowledgement

When a fault report is received, Telecom will advise the Service Provider, acknowledging receipt of the fault report.

14.8 Telecom Contractor Work

If Telecom identifies the need to send a faults contractor, Telecom will update OFM.

The Service Provider's helpdesk is responsible for coordinating site access and any required outage window with the End User.

14.9 Fault Closure

Once the fault has been resolved, Telecom will notify the Service Provider via OFM (or other means) that the fault has been resolved, confirm the reference number and, where possible, provide the cause of the fault and any actions taken to reach resolution.

14.10 Emergency and Core Network Faults

Emergency and core network faults reported to Telecom outside of the hours of operation set out in clause 14.5 will be treated on a case by case basis.

In the first instance, Telecom will propose a temporary solution. However, in the absence of a viable temporary solution, Telecom may schedule a callout to respond to core network faults, or to emergency faults relating to:

- Medical Emergencies;
- where the End User provides an essential community service (e.g. police or a doctor's residence); or
- where there is a mass outage that impacts on 200 or more End Users.

14.11 Core Network Service Faults

Telecom's hours of operation for fault restoration are 24 hours a day, 7 days a week for faults that relate to core network services. The list of "core network services", and the relevant components of those services, will be agreed in accordance with Appendix 2.

14.12 Escalation Protocol

The Escalation Protocol is provided in Appendix 3.

14.13 Transfer or Direct Supply

Where a transfer (or direct supply) is performed pursuant to clause 6,7,8 or 12:

- the LSP is responsible for any faults in relation to the Service being transferred until the date when the Transferring Customer's services are completely transferred to the GSP and the GSP is entitled to start billing the Transferring Customer;
- where the Transferring Customer contacts the GSP about the fault, the GSP can either take the fault or refer the Transferring Customer to the LSP for resolution of the fault;
- where the Transferring Customer contacts the LSP about the fault, the LSP must log the fault and attempt to resolve it.

15. Outages

15.1 Planned and Unplanned Outages

Telecom will provide outage notifications to the Service Provider via email in accordance with clause 26 of the WSA. The Service Provider's email address(es) for receipt of these notifications will be advised to Telecom by the Service Provider from time to time.

15.2 Work on the Service Provider's Network or Equipment

If the Service Provider intends to conduct any work on the Service Provider's Network or any Customer network or equipment, and that work is likely to affect any Service that is resold to the Service Provider's Customer, the Service Provider will use reasonable endeavours to give Telecom prior notice of that work. The Service Provider's notice must be given to the Telecom Restoration Group (TWRG) and include:

- a brief explanation of the reason for the work;
- the intended date, time, and duration of the work;
- the name of the Customer(s) and a description of the Services that will be affected by the work; and
- the name and contact details of the Service Provider's representative(s) who provided the notice.

SECTION 5 BILLING

16. Billing

16.1 Invoicing

Telecom will invoice the Service Provider for all Charges on a monthly basis in accordance with sections 31 and 32 of the WSA. Invoices will be in an electronic bill format (eBill). eBill will replace the provision of a paper invoice, except that a printed GST summary will be provided to the Service Provider.

Telecom will transmit the eBill using a secure FTP gateway. The eBill can be accessed on the FTP gateway through a web browser. Alternatively, the Service Provider can arrange with the secure FTP gateway provider (as advised by Telecom) to write their own scripts and access the eBill through a script platform.

The Service Provider will provide Telecom with the list of people that are authorised to download the eBill file. Telecom will set up access rights for these people on the FTP gateway.

Telecom will provide the eBill and the printed GST summary to the Service Provider free of charge. If the Service Provider requests further information and Telecom agrees to provide that information, Telecom may charge the Service Provider on a reasonable time and materials basis. The Service Provider may require Telecom to provide a quote for any such request for further information.

Telecom will maintain one or more separate Service Provider accounts for Services provided to the Service Provider under the WSA. Telecom may alter the account structure as it considers appropriate unless the parties otherwise agree that Telecom must consult with the Service Provider prior to altering the account structure.

16.2 Using the TED Customer Portal

Telecom uses salesforce.com as its CRM system. This system is referred to internally as TED (Tell me; Educate me; Describe to me). A Web-portal was built into TED for the processing of billing enquiries, Invoice Errors, and Invoice Disputes. This feature is known as the TED Customer Portal. The TED Customer Portal will be the primary means by which the Service Provider shall notify Telecom of billing enquiries, Invoice Errors, and Invoice Disputes, subject to the exceptions provided below.

The link to the TED Customer Portal can be found on the Telecom Wholesale website at the following link:

- <http://www.telecomwholesale.co.nz>

The TED Customer Portal allows the Service Provider to:

- Submit and track the status of cases;
- Update existing cases;
- Open closed cases; and
- Utilise trend reporting provided by Telecom Wholesale.

For the avoidance of doubt, Telecom and the Service Provider acknowledge that the TED Customer Portal utilizes calendar days rather than Working Days. Both parties will be mindful of this fact when determining when matters are deemed to have been notified etc.

16.2.1 Billing enquiries

The Service Provider shall lodge all billing enquiries using the TED Customer Portal.

Telecom will acknowledge the query within 4 Business Hours and will attempt to resolve it within the current billing period. Frequent updates will be given.

For the avoidance of doubt, the process set out in this clause is an informal enquiry process that does not limit section 35 of the WSA.

16.2.2 Invoice Errors

Invoice Errors are defined in clause 35.1 of the WSA. The Service Provider shall lodge Invoice Errors using the TED Customer Portal.

Notwithstanding the above, the Service Provider may use the formal notice procedure set out in clause 58 of the WSA if it does not wish to use the TED Customer Portal to notify Invoice Errors.

The Service Provider shall provide Telecom with the full details required by clause 35 and clause 42 of the WSA.

16.2.3 Invoice Disputes

Two types of disputes can arise from Invoices as described in clause 35 of the WSA. These are disputes arising from Invoice Errors and other Invoice Disputes i.e. disputes which do not arise from Invoice Errors. The Service Provider shall lodge these disputes using the TED Customer Portal.

Notwithstanding the above, the Service Provider may use the formal notice procedure set out in clause 58 of the WSA if it does not wish to use the TED Customer Portal to notify such disputes.

The Service Provider shall provide Telecom with the full details required by clause 35 and clause 42 of the WSA.

16.2.4 Exceptions to use of the TED Customer Portal

Notwithstanding clauses 16.2.1 to 16.2.3 above, if the TED Customer Portal is unavailable for use, the Service Provider may raise a billing enquiry by emailing Telecom's Wholesale Services Billing Team at wholesalebilling@telecom.co.nz.

16.2.5 Terms of Provision

The TED Customer Portal is a Telecom System provided by Telecom in accordance with the WSA, this Operations Manual and the TED Customer Portal User Guide. The TED Customer Portal may be replaced, enhanced or have functionalities added to it.

16.2.6 Training and Support

Telecom will provide reasonable initial set up training for the TED Customer Portal.

“Reasonable initial set up training” in this context consists of Telecom’s Wholesale Services Billing Consultant carrying out face to face training at a nominated location. If for any reason face to face training is not possible, audio training will be undertaken. The training will address:

- Overview of the TED Customer Portal (including how to raise and track billing cases, how to update cases and how Telecom Wholesale will communicate with the Service Provider using the Portal.)
- Demonstration of the system;
- Demonstration of the reporting available;
- Q&A.

The Service Provider will ensure that the correct staff attends any training provided.

16.2.7 Access for Authorised Personnel

The Service Provider will provide Telecom with the names of 1 or 2 people to become TED Customer Portal users. Telecom’s Wholesale Services Billing Team will then create logon’s for the nominated users.

The Service Provider must notify Telecom at wholesalebilling@telecom.co.nz if one of the users no longer requires access (because they have changed position or left the company.) Telecom’s Wholesale Services Billing Team will then remove access and reallocate to another nominated user upon request by the Service Provider.

16.2.8 Right to Prohibit Use of the TED Customer Portal

Subject to clause 16.2.9 , Telecom may restrict or prohibit access to the TED Customer Portal if any of the Service Provider’s staff or systems:

- perform malicious or unintentional actions that damage or may potentially damage the TED Customer Portal; or
- use the TED Customer Portal in an unauthorised manner or in such a way that causes or may cause material performance issues;

provided that Telecom will restrict or prohibit access to the minimum extent practicable to protect the TED Customer Portal and any related system.

16.2.9 Notice by Telecom of Restrictions

Telecom must use all reasonable endeavours to provide the Service Provider with reasonable prior notice of such restrictions or prohibitions. Where this is not practicable in the circumstances, Telecom will give the Service Provider notice of the restriction or prohibition as soon as practicable after the event.

16.2.10 Additional Functionalities or Enhancements to the TED Customer

Telecom will seek feedback from the Service Provider before notifying the Service Provider of any additional functionality or enhancements to the TED Customer Portal which affects the use of the TED Customer Portal in accordance with this Operations Manual.

The Service Provider will modify its own operational procedures to the extent required.

The Service Provider will utilise the additional functionalities or enhancements to the TED Customer Portal as notified by Telecom from the date specified in Telecom’s notice (at the latest.)

In the event of any such additional functionalities or enhancements, Telecom will provide support materials briefing the re-training support as reasonably necessary.

16.2.11 Telecom’s Costs

Telecom will be solely responsible for Telecom’s costs of designing and developing the TED Customer Portal, including any modifications and enhancements.

16.2.12 Service Providers Costs

The Service Provider will be solely responsible for all its own costs including the costs of modifying its processes.

16.2.13 Use of the TED Customer Portal

The Service Provider must only use the TED Customer Portal for purposes authorised by Telecom.

16.2.14 Availability

Telecom will use all reasonable endeavours to ensure that the TED Customer Portal is available to the Service Provider 24 hours a day, 7 days a week. Telecom does not warrant or guarantee that the Site will be available continuously or that the operation of the Site will be error-free.

Telecom must take all reasonable steps to prevent the introduction of viruses or other destructive features to the TED Customer Portal, but Telecom does not guarantee that it is free of such viruses or other destructive features.

Telecom does not warrant or guarantee that the Site will be fit for any purpose except that expressly stated by Telecom.

16.2.15 Security

The Service Provider must use reasonable care to protect the security of the Service Provider's user identification details for the TED Customer Portal (for example, user IDs and passwords) and only give those details to authorised personnel. The Service Provider is responsible for the control and distribution of the Service Provider's user identifications and for any damage resulting from their use. A user identification contained in an electronic document is sufficient to verify the sender's identity and their authority to make the Request on behalf of the Service Provider.

A Request that is submitted using the TED Customer Portal is deemed to be received by Telecom at the time that the electronic communication containing the Request enters the TED Customer Portal. Any Requests received outside of Business Hours will be deemed to have been received by Telecom in the first Business Hour of the following Working Day (or Business Day as applicable). Any notification or other communication that is sent by Telecom to the Service Provider using the TED Customer Portal is deemed to be received by the Service Provider at the time that the electronic communication containing the notification leaves the TED Customer Portal or other connected system under Telecom's control.

16.2.16 Username and Passwords

The Service Provider is responsible for all use of the Site made using its usernames and passwords, whether use is made by or on behalf of the Service Provider, by a person with dedicated usernames and passwords, or by someone else using the Service Provider's usernames and passwords.

The Service Provider must protect and secure its usernames and passwords from unauthorised use. If the Service Provider believes there has been a breach of security of its usernames or passwords, such as theft or unauthorised use, it should notify Telecom immediately by e-mail to TNZUserAccess@telecom.co.nz.

SECTION 6 MALICIOUS CALLS AND NUISANCE CALLS

17. Malicious Calls

17.1 Definition of Malicious Calls

“Malicious Calls” means serious calls that are threatening, sexually obscene or abusive, or that are a malicious hoax.

17.2 Malicious Calls

Service Provider End Users experiencing Malicious Calls must be advised by the Service Provider to contact the Police directly. Telecom is unable to directly assist the Service Provider’s End Users. Any Service Provider’s End Users that contact Telecom will be referred to the Police or back to the Service Provider.

18. Nuisance Calls

18.1 Definition of Nuisance Calls

“Nuisance Calls” means calls that are unwanted, non-speaking, prank, data/facsimile originating, and hang-ups, but does not include single event telemarketing calls or facsimiles.

18.2 Initial Contact by the Service Provider

The Service Provider is responsible for being the first point of contact for its End Users with complaints regarding Nuisance Calls. Telecom will refer all Nuisance Call complaints from an End User back to the Service Provider.

The Service Provider must provide an adequate service via a call centre for its End Users to contact the Service Provider if the End User is experiencing Nuisance Calls. The Service Provider must:

- advertise to its Customers and End Users the contact details and availability of its call centre to deal with Nuisance Calls - for example, via a free-phone number, brochures and/or an IVR;
- not refer its End Users directly to Telecom for assistance;
- not contact Telecom requesting Nuisance Call tracing on behalf of an End User until the criteria detailed in clause 18.3 have been reached; and
- have a process in place to deal with its End Users who are found to be making Nuisance Calls, to ensure that the Nuisance Calls stop.

The Service Provider must make every effort to resolve matters involving Nuisance Calls with its End Users at the customer services level, without involving Telecom, including providing the following advice to its End User:

- the Service Provider must first advise the End User to log accurate dates and times of the Nuisance Calls to establish a pattern.
- the Service Provider must also advise the End User that before voice Nuisance Calls can be referred for investigation the call log needs to show that the calls have occurred at least 4 times over a period of at least 7 days. This requirement is to ensure the Nuisance Calls are a serious problem and of an ongoing and annoying nature.
- if the Nuisance Calls are computer generated (i.e. repeat facsimile or modem calls), the Service Provider must advise the End User to log the dates and times as above and that before the calls can be referred for investigation, the End User log must show the calls have been ongoing for at least 24 hours (as past experience has proven that these calls cease once the caller realises the incorrect number has been dialled).

- the End User should then contact the Service Provider with their call log as soon as possible after the most recent Nuisance Call (i.e. at least within 72 hours) as this aids investigation.

Single event Telemarketing and advertising calls or facsimiles are not illegal and Telecom cannot assist with investigating these types of calls.

18.3 Telecom Assistance Criteria for Nuisance Calls

Telecom operates a Call Investigation Centre ("CIC") that provides call tracing services. The CIC operates from 8am to 5pm Monday to Friday (excluding statutory holidays) for the resolution of unwanted call complaints.

The Service Provider may only request assistance from Telecom CIC if calls are of an ongoing nature - i.e. if the End User log shows the Nuisance Calls are:

- for voice calls, occurring at least 4 times over a period of at least 7 days; or
- for computer generated calls (i.e. repeat facsimile or modem), ongoing over a period of at least 24 hours.

Once the criteria above have been met, the Telecom CIC will generally investigate the complaint.

The Telecom CIC may, on a case by case basis, determine that due to the exceptional nature of the problem (e.g. the End User is receiving 20 calls in 2 hours or repeat Nuisance Calls between midnight and 6am), the Telecom CIC will investigate the Nuisance Calls without requiring the above criteria be satisfied. If the Service Provider considers that the Nuisance Call complaint may fall within such an exception, the Service Provider can email the Telecom CIC following the process in clause 18.4 and ask the Telecom CIC to consider where to grant an exception. The Telecom CIC will have sole discretion to grant or refuse and defer the request until the criteria above have been met.

18.4 Contacting the Telecom CIC

Once the criteria in clause 18.3 have been satisfied and the Service Provider determines that Telecom's assistance is required to resolve the complaint, the Service Provider may contact the CIC via email: cic@telecom.co.nz. Requests sent to the CIC by the Service Provider will not be processed outside of the hours set out in clause 18.3.

Only representatives who appear on the Service Provider's nominated list (held by the CIC) may send an email request to the CIC.

The Service Provider must complete the "Request for Call Trace -Nuisance Calls" form setting out the following information and attach it to the email:

- End User name and phone number;
- dates, times and nature of the Nuisance Calls; and
- the Service Provider's complaint reference number.

The "Request for Call Trace - Nuisance Calls" form contains a statement which confirms to Telecom that by submitting the form to the CIC, the Service Provider has obtained the consent of its End User for Telecom to perform a call trace on the phone line and use the resulting call records to resolve the complaint.

The Service Provider acknowledges that the CIC is part of a Telecom Retail Unit and gives its consent to the disclosure of Customer Confidential Information to the CIC for the purposes of performing the services set out in this section 18. The Service Provider also consents to the CIC advising Other Service Providers or Telecoms Retail Units (where requested by those parties to do so) that the Service Provider is the relevant party to contact for the purposes of resolving Nuisance Calls originated by the Service Provider's Customers.

It is Telecom policy to not release incoming call information or details to End Users.

If the "Request for Call Trace - Nuisance Calls" form is incomplete in any way, the Telecom CIC will return the email as a rejected request.

Telecom will not be responsible for any errors contained in the information provided by the Service Provider when requesting Nuisance Call tracing, or for any requests made improperly (for example, where the Service Provider has not obtained the consent of the End User).

18.5 CIC Response to Requests

The CIC endeavours to provide an initial response to the Service Provider within 2 Working Days of receipt of a valid "Request for Call Trace" form. However, all work is prioritised according to public safety considerations and Legal Compulsion priority requirements.

18.6 Resolution of Nuisance Call Complaints

The process to resolve a complaint depends on whether the Nuisance Call(s) originated on Telecom's Network and whether the End User is a Telecom Customer.

- Where a CIC call trace identifies that the Nuisance Call originated from a Telecom Customer's line, the CIC will follow existing processes to contact the Telecom Customer and issue a warning about the Nuisance Calls. Following contact with the Telecom Customer, the CIC will email the Service Provider to advise that the issue has been addressed. No (originating caller) Customer details will be provided back to the Service Provider. It is the responsibility of the Service Provider to contact their End User if they chose to advise the End User that the case has been closed/resolved. If the Nuisance Calls continue after this point the End User's first point of contact should be the Service Provider who may contact the CIC again via the process in clause 18.4.
- Where a CIC call trace identifies that the Nuisance Call to a Telecom Retail customer originated from a Service Provider Customer's line, the CIC will email the Service Provider with the originating phone number for the Service Provider to follow up with their Customer. The Service Provider must have internal processes in place to do so.
- Where a request for a call trace is received from a Service Provider and a CIC call trace identifies that the Nuisance Call did not originate from a Telecom Retail Customer and CIC can identify the Other Service Provider of the originating caller CIC will advise the Service Provider requesting assistance by email which Other Service Provider to contact to resolve the issue. It is then up to the service Provider to contact the Other Service Provider of the originating caller, provide details of the originating phone number, Nuisance Call dates and times (but not the complainant's name) and request they follow up the Nuisance Calls with their customer.

All responses between the CIC and the Service Provider will use the "Complaint Reference No." assigned by the Service Provider in the "Request for Call Trace - Nuisance Calls" form.

18.7 Compliance with Privacy Requirements

Telecom and the Service Provider acknowledge that they must comply with the requirements of the Privacy Act 1993, the Telecommunications Information Privacy Code 2003 and any applicable Police protocols.

It is Telecom policy to not release incoming call information or details to Customers or End Users. This policy is based on Telecom's privacy obligations to its Customers. Telecom views inward call details as information belonging to the caller, not the recipient, and therefore can only be provided under the correct Legal Compulsion, or by written consent of the telephone account holder from where the call originated.

18.8 Charging

Telecom will not charge for the tracing of Nuisance Calls for the Service Provider if the criteria detailed in clauses 18.3 and 18.4 have been met. Telecom may notify the Service Provider that it is introducing a charge (on a reasonable time and materials basis) for the tracing of calls where that criteria is not met.

19. Agency requests and releasing information under Legal Compulsion

19.1 Definition of Legal Compulsion

"**Legal Compulsion**" means any legal obligation to provide call tracing services, End User or Customer information, call records, or technical data for the Police and other government agencies (including SIS, WINZ, IRD and MAF) or where necessary in public safety situations.

19.2 Legal requests received by Telecom

Telecom is required to comply with the terms of any Legal Compulsion (e.g. police search warrant, subpoena), including performing a call trace and, to the extent it is able to, providing any information Telecom holds on its Network and systems.

Where a request relates to a Customer or End User of the Service Provider, Telecom will endeavour to refer the requesting party to the Service Provider, although this may not be possible under certain circumstances.

19.3 Legal requests received by the Service Provider

Where the Service Provider receives a request for call tracing or information under a Police or government agency request or Legal Compulsion which it is unable to comply with without Telecom's assistance, the Service Provider will advise the requesting party to refer the request to Telecom via email or fax (07 834 5078) during business hours to the CIC immediately. The requesting party must be told by the Service Provider that failure or delay in contacting the CIC may result in difficulties or delays in processing the request.

The Service Provider will also notify the CIC of the request immediately by email to cic@telecom.co.nz including the requester's contact details. The CIC will take no action until sufficient evidence of Legal Compulsion is received or contact is made by the requesting government agency, the CIC accept no risk for failure of the requesting party to follow up with CIC directly.

The Service Provider acknowledges that the CIC is part of a Telecom Retail Unit and gives its consent to the disclosure of Customer Confidential Information to the CIC for the purposes of performing the services set out in this clause 19.

19.4 Urgent Requests for Subscriber Details

The Police or other government agencies may require urgent access to Customer details from the Service Provider under certain circumstances (e.g. threat to life, public safety). The Service Provider must have internal processes in place to provide coverage to deal with these requests in a timely manner to comply with its own statutory obligations.

19.5 Urgent Requests for Call Tracing

If the Service Provider receives a request from the Police or a government agency involving public or personal safety requiring Telecom call trace assistance, the Service Provider must advise the requesting party to contact the CIC on 0800 242 546 immediately. If assistance is required outside the hours of 8am to 5pm Monday to Friday (including on statutory holidays), the Service Provider must advise the requesting party to contact the CIC via pager number 026 100 069.

19.6 Attendance in Court

Telecom will appear in Court to produce evidence relating to Telecom generated information only. The Service Provider must comply with the terms of any Legal Compulsion requiring its evidence to be presented in Court including having its own personnel trained and available to do so.

19.7 Service Provider Emergency Contact Details

The Service Provider must provide and maintain accurate contact details for 24x7 emergency coverage to the necessary agencies and the Telecom CIC as detailed in this Operations Manual. Telecom will only make requests for End User details under this clause where Telecom is in receipt of a request from an appropriate New Zealand government agency.

19.8 Call Tracing on Other Networks

Where Telecom receives a Police or government agency request or Legal Compulsion for call tracing over an Other Service Provider's network, Telecom will refer the requesting party to the Other Service Provider.

SECTION 7 OTHER

20. Equipment Responsibilities

20.1 Equipment Responsibilities

Where Telecom provides the Service Provider with any of Telecom's Equipment or Telecom manages any other equipment as part of any Service, the Service Provider will, where applicable:

- provide proper lighting, air conditioning and fire protection, an approved power supply and approved wiring, and meet any other special requirements set out in the WSA relating to the Telecom Equipment;
- make sure any software forming part of or loaded on the equipment (other than software provided by Telecom) is not affected by any virus at the time Telecom begins to manage the equipment; and
- only use Telecom's Equipment at the agreed site location, where one has been specified.

21. Requirements for End User site visits

21.1 Arranging Time for End User Site Visits

If a Telecom representative is required to visit an End User's site, the Telecom representative will confirm arrangements with the relevant End User prior to the site visit. The arrangements may be pre-arranged between the Service Provider, the End User and the relevant Telecom representative. Fault and provisioning related visits will be by appointment and need not be confirmed.

21.2 Arriving on Time

The Telecom representative will use all reasonable endeavours to start all visits to an End User's site at the time agreed with the relevant End User.

21.3 Courtesy

When interacting with End Users, Telecom representatives will always act in a professional and courteous manner and will not use that interaction for sales and marketing purposes.

21.4 Confirming Details and Outcomes of Visit

At the completion of all site visits, the relevant Telecom representative will re-establish contact with the End User's primary contact and confirm the details of action taken and outcomes from the visit. This information will be conveyed in a professional and uncomplicated manner so that the End User may be fully informed about the work that has been undertaken, any actions remaining outstanding and a full description of the outcomes achieved.

21.5 Conflicting Instructions

Subject to clause 21.6, the appropriate Telecom representative must contact the Service Provider for instructions in the event of conflicting instructions between an End User and the Service Provider.

21.6 Additional Work

Where a Telecom representative is at an End User's premises for the purpose of provisioning or restoring any Service and reasonably considers that additional minor work is required to successfully provision or restore that Service ("**Additional Work**"), the Service Provider authorises Telecom to accept and act on a request from an End User to carry out that Additional Work. Without limitation, examples of Additional Work are:

- where the Service Provider has requested a Wholesale Broadband "connection only" installation but a "connection and wiring" installation is required;
- installation of jackpoints to provide voice access service; and
- extension of building cabling to deliver service within Customer premises.

Telecom's representative will only carry out Additional Work where an End User has provided signed authorisation for the Additional Work and Telecom has used reasonable endeavours to ensure that the End User understands that charges may apply.

A sales and service advice note will be completed for any Additional Work for billing purposes. Telecom will charge the Service Provider the relevant fee set out in WSPL for the Additional Work.

Telecom will not charge the End User for Additional Work. The Service Provider is responsible for billing End Users for any charges for Additional Work.

The Service Provider may request a copy of the signed authorisation where an End User has queried the charge for the Additional Work.

21.7 Abortive End User Site Visit Charge

When for any reason outside Telecom's control it is unable to complete a visit at the scheduled time (e.g. an End User is unavailable), Telecom may charge the Service Provider an abortive End User site visit charge in accordance with the WSPL.

22. Operational Meetings

22.1 Frequency

Telecom and the Service Provider will hold operational meetings as mutually agreed by both parties.

22.2 Matters to be Covered

The operational meetings may cover matters such as:

- reviewing any SLA performance reports;
- identifying any process issues;
- developing resolution plans for any process issues;
- discussing any proposed amendments to this Operations Manual; or
- discussing any other operational matter that either party wishes to discuss.

22.3 Special Purpose Meetings

Special purpose meetings addressing specific issues or areas (such as billing) may be arranged as agreed by the parties.

23. Boundaries

23.1 Boundaries/ Zones

The requirements regarding boundaries and zones are set out in Appendix 4.

24. Broadband Overage

24.1 Daily Usage Feed

Telecom will provide the Service Provider with a daily usage feed in relation to its WBS connections. This feed will have enough information for the Service Provider to provide the Customer with overage alerts.

24.2 Usage Meter Password

Telecom will provide the Service Provider with a usage meter password for every new WBS connection. It is the responsibility of the Service Provider to inform their Customer of the password for their new connection.

24.3 Usage Management

It is the responsibility of End Users to manage their usage through the usage meter provided. It is not Telecom's role to educate the End User on how to use the usage meter, or to educate them on what makes up usage events. Telecom is unable to provide any additional detailed usage information than what is provided on these reports.

25. Notification of a New Resale Service

25.1 Information to be included in Notification of New Resale Service

Where Telecom introduces or intends to introduce New Resale Service in accordance with clause 7.12 of the WSA, Telecom's notice under clause 7.12(d) will contain the following information:

- in the case of a Replacement Service, the name of the Service being replaced;
- the Product Family of the New Resale Service;
- the name and description of the New Resale Service (including, as and when it becomes available, product information and user guides for the purpose of the Service Provider developing its own sales and support materials to the extent permitted by section 15 of the WSA);
- Telecom's initial retail price for the New Resale Service;
- the applicable Wholesale Discount;
- any terms and conditions that apply to the New Resale Service; and
- an indicative date of intended availability.

26. Forms

26.1 Forms to be Accessible Via Secure File Transfer Service

Telecom will make frequently-used forms available for access to Service Providers via Telecom's secure file transfer delivery mechanism, Safecom.

As required, other forms are available at the time of implementation or from the Wholesale Account Manager.

26.2 Updating Forms

Telecom may update the forms in clause 26.1. Telecom will notify the Service Provider of any amendment and the Service Provider will use the updated form(s) for all requests or forecast information (as applicable) within 1 month of any notification under this clause.

27. Use of Telecom's Web-Based Systems

27.1 Use of Telecom's Web-based Systems

Telecom grants the Service Provider a non-exclusive, non transferable right during the term of the WSA to access and use Telecom's web-based system as set out in this Operations Manual (namely OO&T, OFM and the TED Customer Portal). Otherwise the Service Provider may not sub-license, use, modify, copy, create derivative works from, on-supply, retain in any medium, distribute or otherwise deal with the web-based system. The Service Provider is responsible for accessing to the web-based system via the internet and for all associated fees and equipment. Telecom reserves the right to restrict the Service Provider access to all or any part of the web-based system without notice. Until otherwise notified by Telecom, there is no automated interface provided and all data should be entered by physical persons. Should the Service Provider create any automation (of data entry, query or other functions) they do so at their own risk.

SECTION 8 GLOSSARY

TERM	DEFINITION
Additional Work	has the meaning set out in clause 21.6.
Associated Service	means, in relation to a Service that is the subject of a Request under clauses 6,7, 8 or 9 or a Direct Supply Notification under clause 12 (the "Requested Service"): any other service that Telecom notifies the Service Provider is an associated service of the Requested Service (having regard to the factors below); or any other service that for technical, operational, billing or other similar reasons cannot be supplied separately from the Requested Service.
B2B	means Business to Business Web Services Interface.
BAU Forecast	means a forecast as described in clause 3.1(b).
Billing Cessation Advice	has the meaning set out in clause 12.3.
Billing Cessation Advice Acknowledgement	has the meaning set out in clause 12.4.
Broadband Service	means a WBS Service and/or an UBS Service.
Bulk Transfer	has the meaning set out in clause 3.1(a).
Bulk Transfer Forecast	means a Service Provider Forecast as described in clause 3.1(a).
Business Hours	means from 0800 hours to 1700 hours on any Working Day except where the time period is referable to a Business Day(s), in which case Business Hours means from 0800 to 1700 hours on any Business Day.
Business Day	means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide public holidays. Regional public holidays are considered to be Business Days.
CIC	has the meaning set out in clause 18.3.
Customer Authorisation	has the meaning set out in clause 5.1.
Direct Supply Notification	has the meaning set out in clause 12.1.
eBill	has the meaning set out in clause 16.1.
Escalation Protocol	means the protocol set out in Appendix 3.
Exception to BAU Forecast	is described in clause 3.1(c).
Forecast	means any or all (as the context requires) of the Forecasts required to be provided by the Service Provider in this Operations Manual.
Forecasting Spreadsheet	has the meaning set out in clause 3.2.
Gaining Service Provider (GSP)	has the meaning set out in clause 5.3.
Legal Compulsion	has the meaning set out in clause 19.1.
Linecheck Toolkit	means Telecom's Wholesale Broadband/UBS Linecheck Toolkit, as described in the Linecheck Toolkit Reference Guide.
Linecheck Toolkit Reference Guide	means Telecom's reference guide for the Linecheck Toolkit, as amended by Telecom from time to time.
Losing Service Provider (LSP)	has the meaning set out in clause 5.4.
MAC Request	means a request for a MAC by the Service Provider in accordance with clause 9.1.
Malicious Call	has the meaning set out in clause 17.1.
Medical Emergency	means a serious or foreseeable risk of death, injury or illness.
Nuisance Call	has the meaning set out in clause 18.1.
OO&T User Guide	means Telecom's user guide for OO&T.
Reassignment Request	has the meaning set out in clause 6.1.

TERM	DEFINITION
Request	means a request for a Service and includes a New Service Request, a Transfer Request, a Third Party Transfer Request and a MAC Request.
Site	The OO&T website: https://www.wireline.co.nz - that allows the Service Provider to log on to a secure site for placing and monitoring wholesale orders with Telecom.
SPOT Codes	means pricing codes used in the Telecom billing system to calculate Service pricing and used by the parties to identify certain Services (including voice services).
Third Party Transfer Request	has the meaning set out in clause 7.1.
Transfer Confirmation	has the meaning set out in clause 6.16.
Transferring Customer	has the meaning set out in clause 6.1.
Transition	means a change of Broadband service type and/or Service Provider.
Transition Request	has the meaning set out in clause 6.1.
Wholesale Services Agreement (WSA)	means the Wholesale Services Agreement (including Attachments) of which this Operations Manual forms part.

APPENDIX 1 REJECTION CRITERIA

REJECT CODE:	DESCRIPTION:	DETERMINABLE WITHIN STANDARD LEAD-TIME TO REJECT	EXPLANATION:
007	Services not covered by WSA	Yes	The form requests the transfer / supply of a service that is not covered by the WSA
009	Unable to direct supply	Yes	The Transfer form requests the direct supply of a service that cannot be direct supplied by Telecom
010	Wrong Request Type	Yes	Request received using wrong order type
011	Open service order	Yes	There is an existing open service order in relation to the relevant service / line / circuit
012	Disconnection pending	Yes	A disconnection of the relevant service / line / circuit is pending
013	Name Mismatch	Yes	The customer name specified on the form is incorrect or does not match the information in Telecom's records
014	Invalid account number	Yes	The Customer account number specified on the form is incorrect or does not match the information in Telecom's records
015	Invalid line or address	No	The Customer line number or address specified on the form is incorrect or does not match the information in Telecom's records
017	Unavailable in segment or zone	Yes	The service requested for transfer / resale supply is not available in the applicable customer segment or zone
018	Not capable of providing service	No	There is insufficient capacity on Telecom's Network, or equipment / plant is temporarily unavailable. (In most cases this notification will be on or after RFS date)
020	Incomplete information	Yes	The form does not contain all of the required information
021	Corrupt or unreadable	Yes	The form is wholly or partially corrupted or unreadable
023	Other incorrect information	No	The form contains other information that is incorrect or that does not match the information in Telecom's records
024	Eligibility criteria	Yes	The form requests the transfer / resale supply of a Service in relation to a Customer who does not comply with the eligibility criteria for that Service
025	Discontinuance not requested	Yes	The residential Transfer form does not request the discontinuance of services that cannot be provided by Telecom following the transfer
026	Not available for resale	Yes	The form requests the transfer / resale supply of a Service that is not available for resale
030	Disconnected line	Yes	The relevant line / circuit has been disconnected
031	2 in 1 Package	Yes	The residential package consists of mobile phone and landline
032	Business Line	Yes	The residential request has been submitted including a Business Line
033	Already Reassigned	Yes	The residential line requested for reassignment has already been reassigned to requesting Service Provider
034	Customer Cancellation	No	Customer has advised that they no longer want to proceed with this request

REJECT CODE:	DESCRIPTION:	DETERMINABLE WITHIN STANDARD LEAD-TIME TO REJECT	EXPLANATION:
035	Password Error	Yes	The residential account password has not provided / incorrect
036	Request service not present for deactivation	Yes	Unable to process this deactivation relinquishment request as service is not on the line
037	Requested service already present	Yes	The service which has been requested is already in existence
038	Not capable of providing service	No	Service requested is outside of the current service area (in most cases this notification will be on or after RFS date). This applies to broadband requests only
039	Bundled service	Yes	The customer has a bundled package that cannot be broken
040	Wrong order type	Yes	Request for new connection. However, customer has JetStream so a transition request is required. This applies to UBS requests only
041	Wrong service type	Yes	Requested as a Residential customer when it is Business and vice versa
042	Wrong order type	Yes	Request for new connection but customer has UBS so a transition request is required
043	Number not compatible	Yes	Number provided is not the main phone number for the customer's line
045	Not Telecom line	Yes	Customer has their voice access line with another Service Provider
046	Circuit mismatch	Yes	The working circuit number does not match the address given for service
047	Contact details	Yes	No site contact or contact details
048	Incompatible Service	Yes	Customer has an existing service/feature that is incompatible with the Service/feature requested
049	No Broadband	Yes	Broadband Transfer Request but Customer does not currently have Broadband
050	No matching access request found	No	Request to move existing access line cannot be located for a split-billed broadband move address
099	Not otherwise specified	No	Rejection does not fit into specific codes above

APPENDIX 2 CORE NETWORK SERVICES

Process

The Service Provider will complete a list in the form set out below of the “core network services” to which it wishes the 24/7 fault restoration hours under clause 14.11 to apply. The Service Provider may only request 24/7 fault restoration hours for the services listed below, and those hours will only apply for the components of those services that are listed below. The Service Provider may not request 24/7 fault restoration hours for services that are for the exclusive use of an End User of the Service Provider.

Telecom will review the Service Provider’s list of requested core network services and will advise whether it accepts that list or whether any modifications to the list are required. Any services or components that are not included in a list that is accepted by Telecom will not be subject to 24/7 fault restoration hours.

Included services and components

SERVICE	INCLUDED COMPONENTS
Dial IP Service	WAN transport service to Telecom demarcation point on the Service Provider’s premises. Radius proxy service.
Fast IP Service	WAN transport service to Telecom demarcation point on the Service Provider’s premises. Radius proxy service.
Global Gateway Internet Access Service	WAN transport service to Telecom demarcation point on the Service Provider’s premises.
Unbundled Partial Circuit Service	WAN transport service to Telecom demarcation point.
Unbundled Bitstream Service	WAN transport service (including UBR Backhaul services where applicable) to Telecom demarcation point.
Backbone linking data services	Specific services and components as listed in the form below and agreed by Telecom.

Form

The contents of this form are an example only.

SERVICE	COMPONENT	TELECOM DESIGNATION
Dial IP	WAN Transport	IDA12345
	Radius Proxy	Hand off code
Fast IP	WAN Transport	IDA12345
	Radius Proxy	Realm
Backbone Linking	CPA1-CPA5	PDL12345

APPENDIX 3 ESCALATION PROTOCOL

RULE NO.	ESCALATION RULE	FURTHER EXPLANATION
1	Firstly identify correct escalation path.	Before any issue is escalated sufficient investigation should be undertaken to ensure that the functional group that will most likely be responsible for resolving the issue has been correctly identified, e.g. an NCA issue should be managed through the Telecom NCA escalation path and not via the Telecom Voice escalation path.
2	Attempt to resolve issues at BAU level before escalating them.	Every effort should first be made to resolve an operational issue at the BAU level, i.e. direct communication between the originator and the recipient.
3	First escalation should be via e-mail.	In the first instance an escalation at BAU level should be received via e-mail and clearly labelled as such with the email Subject Line beginning with "ESCALATION". The email should contain the relevant history of the issue, including the escalation history and when applicable the customer name, phone/circuit numbers and fault/service order numbers.
4	Level One and Two escalations shall be peer to peer.	If an operational issue can not be resolved at the BAU level it must first be raised by the team member with their own Team Leader/Manager. If the Team Leader/Manager agrees that the issue warrants being escalated to the other party they shall contact their peer in the other organisation and endeavour to resolve the issue between them - this would normally be the Level One escalation point. Under no circumstance should this step in the escalation path be bypassed unless every reasonable attempt to communicate with their peer in the other organisation has failed. Only then should the level one contact in company A attempt to escalate the issue to the level two contact in company B. Subject to the above, level two escalations should also be peer to peer.
5	A mutually agreed plan of action to resolve an issue shall not be interfered with by other individuals.	If a plan of action to address an escalated issue has been agreed to by both parties then no other individual from either organisation should attempt to interfere with that agreement. If another individual has a concern with an already agreed plan of action they should raise it in the first instance with the person in their own organisation that was party to the original agreement.
6	People who do not follow the above rules will be redirected to the correct point of escalation.	If, as part of an escalation, an individual is contacted by a person from the other company and it is discovered that that person has not followed the protocol described above, then that individual can at their discretion respectfully redirect that person to the correct escalation contact person.

APPENDIX 4 BOUNDARIES AND ZONES TRANSITION

1 Definitions

1.1 The following definitions apply for the purposes of this Appendix:

- (a) **“Commercial Launch Date”** means the date from which the Competing Network, or extension, as the case may be, is operational and generally available to connect Customers on a commercial basis.
- (b) **“Competing Network”** has the meaning:
 - (i) given in clause 3.1 for Business Customers; and
 - (ii) given in clause 3.2 for Residential Customers.
- (c) **“Customer Premises”** means premises occupied by a Customer located on a distinct Property to which the Service Provider provides or proposes to provide Services.
- (d) **“Property”** means an area of land which meets the following criteria:
 - (i) there is a single freehold or leasehold title in relation to that area;
 - (ii) no part of that area is subject to a lease or sub-lease granted by the holder of the title referred to in (i); and
 - (iii) the title to the area is defined by reference to geographical co-ordinates.

If an area of land meets the criteria in (i) and (iii) but part of that area of land is subject to a lease or sub-lease granted by the holder of the relevant title (and therefore does not meet the criteria in (ii)), then:

 - (iv) that part which is not subject to the lease or sub-lease is treated as one Property; and
 - (v) each part which is subject to a separate lease or sub-lease is treated a distinct Property.
- (e) **“Transition Period”** has the meaning given in clause 4.1.
- (f) **“Transition Period Start Date”** means, in the case of a Competing Network which is the Service Provider's, the Commercial Launch Date and, in any other case, the date on which a Consolidated Area Map is first made available to the Service Provider in relation to the new or extended Competing Network.
- (g) **“Zone 1 Area”** has the meaning:
 - (i) given in clause 2.1(a) for Business Customers; and
 - (ii) given in clause 2.2(a) for Residential Customers.

1.2 Any references to clauses in this Appendix are references to clauses in this Appendix, unless specified otherwise.

2 Boundaries

- 2.1 For the purposes of establishing the boundaries applicable for Business Customers:
- (a) the "Zone 1 Area" means, in the case of a Competing Network which is a fixed network, the area including all points within 200m (measured on a straight-line basis) from each point on the Competing Network;
 - (b) a premises will be deemed to be located within the Zone 1 Area if 50% or more of the Property on which that premises is located is within a Zone 1 Area shown on a Consolidated Area Map; and
 - (c) except as set out below or as agreed otherwise, Telecom is not required to supply Services to the Service Provider to supply the Business Customers of a premises located within a Zone 1 Area shown on a Consolidated Area Map.
- 2.2 For the purposes of establishing the boundaries applicable for Residential Customers:
- (a) the "Zone 1 Area" means in the case of a Competing Network which is a fixed network, the area including all points within 100m (measured on a straight line basis) from each point on the Competing Network;
 - (b) a premises will be deemed to be located within the Zone 1 Area if 50% or more of the Property on which that premises is located is within a Zone 1 Area shown on a Consolidated Area Map; and
 - (c) except as set out below or as agreed otherwise, Telecom is not required to supply Services to the Service Provider to supply the Residential Customers of a premises located within a Zone 1 Area shown on a Consolidated Area Map.

3 Competing Network

- 3.1 In relation to Business Customers, a network is a "Competing Network" if it meets the following criteria:
- (a) is a local access telecommunications network; and
 - (b) offers business telecommunications services which are competitive with the equivalent Telecom retail services provided in that area having regard to:
 - (i) the nature and range of services provided;
 - (ii) quality and functionality;
 - (iii) customer experience; and
 - (iv) overall retail price (whether or not on the same charging basis); and
 - (c) in the case of a fixed network, includes all installed access ducts through which it is reasonably feasible to extend that local access network from an existing cabinet and excludes subscriber drop leads, fibre spurs and for the avoidance of doubt, transmission network connecting exchanges.

- 3.2 In relation to Residential Customers, a network is a "Competing Network" if it meets the following criteria:
- (a) is a residential local access telecommunications network (or residential and business local access telecommunications network to the extent it provides services to residential customers);
 - (b) offers residential telecommunications services which are competitive with the equivalent Telecom retail services in that area having regard to:
 - (i) the nature and range of services provided;
 - (ii) quality and functionality;
 - (iii) customer experience; and
 - (iv) overall retail price (whether or not on the same charging basis);
 - (c) in the case of a fixed network, includes all installed access ducts through which it is reasonably feasible to extend that local access network from an existing cabinet and excludes subscriber drop leads, fibre spurs and for the avoidance of doubt, transmission network connecting exchanges.
- 3.3 If a network meets the requirements of clause 3.1(b) or 3.2(b) in relation to one or more markets for the supply of Services but not in relation to one or more other markets, then that network may be classified as a Competing Network only for the purposes of the relevant market or markets in relation to which it meets the Competing Network requirements. For example, a network may be a Competing Network for the purposes of Services in the data market but not Services in the local access market.
- 3.4 A wireless network is capable of being a Competing Network, but the issues of what the appropriate principles are for determining whether such a network is a Competing Network and the extent of the Zone 1 Area, in both cases having regard to the wireless technology in question, and whether a particular wireless network is a Competing Network and, if so, the extent of the Zone 1 Area must be agreed by the parties or determined by the process set out in clause 3.5 below.
- 3.5 The parties will use their best endeavours to agree whether a particular wireless network is a Competing Network and, if so, the extent of the Zone 1 Area ("the Matter") within 20 Working Days of a request by either party to do so. If agreement is not reached during that time then:
- (a) either party may refer the Matter to an arbitrator to be agreed by the parties and, if not agreed within 10 Working Days, appointed by the President of the New Zealand Law Society or its successor body (or the President's nominee);
 - (b) the arbitrator will be assisted by two independent experts as agreed by the parties and, if not agreed within 10 Working Days, appointed by the arbitrator;
 - (c) the arbitrator and experts may be internationally based and it is expected that at least one of them would need to be;
 - (d) the arbitrator must be experienced in dispute resolution procedures and will preferably be experienced in competition issues;
 - (e) the experts must be experienced in telecommunications and will preferably be experienced in dispute resolution procedures;
 - (f) provided that the experts must, between them, have experience and expertise in telecommunications markets, regulatory and competition issues;
 - (g) of section 42 of the WSA, only clauses 42.8(d), 42.8(e) and 42.8(f) apply;
 - (h) to avoid doubt, the two independent experts are not appointed as arbitrators and have no formal decision-making function, however, the arbitrator will have regard to their opinions; and

- (i) the decision of the arbitrator will be final and binding, subject to any appeals on questions of law. The decision of the arbitrator will stand until any appeals on questions of law are finally determined.
- 3.6 Except as provided in clause 3.5 in relation to wireless networks, the parties agree that if there is a dispute relating to whether a network is a Competing Network, either party may invoke the dispute resolution mechanism in section 42 of the WSA.

4 Transition Period

- 4.1 If a Competing Network has been deployed (including an extension to existing network):
- (a) from the Transition Period Start Date, Telecom is not required to accept new Transfer Requests or New Service Requests in respect of Services not offered in Zone 1 in relation to Customer Premises located within the Zone 1 Area. Telecom may, subject to clause (d) in its discretion, notify the Service Provider that it is prepared to continue to accept new Transfer Requests or New Service Requests in relation to the Services not available in Zone 1, in which case the WSA will continue to apply to those requests. In the case of Residential Customers where the Competing Network is the Service Provider's, no Wholesale Discount will be applicable in relation to any such Services for Residential Customers which commenced upon a transfer or a provision for new service occurring, in either case, during the period of time between the Transition Period Start Date and the first Consolidated Area Map which includes the relevant Zone 1 Area being made available. To avoid doubt, this applies retrospectively and notwithstanding clause (d) below; and
 - (b) Telecom will continue to provide, subject to the terms of the WSA (including the Service Provider's rights to discontinue a Service), Services not offered in Zone 1 which were being provided immediately prior to the Transition Period Start Date:
 - (i) in the case of Services not offered in Zone 1 and not subject to a term contract, until the Service Provider connects or migrates the Customer or terminates the Customer connection point and no later than 6 months from the Transition Period Start Date; and
 - (ii) in the case of Services which are subject to a term contract, until expiry of the contract or its earlier termination in accordance with the terms of the relevant contract (including payment of early termination charges if required),
(the relevant "Transition Period") and will continue to process MACs in respect of those Customers during the relevant Transition Period (excluding MACs which result in Services being moved to new Customer Premises within the Zone 1 Area for Services that are not available in Zone 1);
 - (c) Telecom will continue to provide, subject to the terms of the WSA (including the Service Provider's rights to discontinue a Service), Services that are offered in Zone 1 at the relevant terms and conditions for Zone 1 Services under the WSA; and
 - (d) after the relevant Transition Period, Telecom may continue to supply some or all of the relevant Services subject to the terms of the WSA (including the Service Provider's rights to discontinue a Service). Without prejudice to its other rights and remedies, if Telecom notifies the Service Provider that there remain resale Customers with Services that are not available in Zone 1 that should have been migrated during a Transition Period (who are not covered by an ongoing commercial resale agreement), then:
 - (i) for Business Customers, Telecom may charge the Service Provider the retail prices. The Service Provider will not be required to pay Telecom any migration charges; and

- (ii) for Residential Customers, Telecom may charge the Service Provider the retail prices applying half the applicable Wholesale Discount in relation to services resold to those non-migrated customers remaining in the first month following notification and no Wholesale Discount in relation to services resold to those non-migrated customers remaining thereafter. In the absence of such notification, the full Wholesale Discount will apply.
- 4.2 The restriction in clauses 2.1(c), 2.2(c) and the transition in this section 4 do not apply to Services which the parties agree or WSPL states are supplied in a national market.
- 5 **Consolidated Area Maps**
 - 5.1 The parties acknowledge that mapping the Zone 1 Area raises difficult issues, for example operations, transition and verification. All maps will be prepared in good faith. On request by either party, the parties will discuss in good faith any alternative proposal which can more efficiently and effectively implement the principles reflected here and any improvement to the mechanism of these terms. Unless the parties agree otherwise, the process set out below will apply.
 - 5.2 Within three months of the Commencement Date unless otherwise agreed, the Service Provider will provide Telecom with Zone 1 Area maps showing the location of the Service Provider's network, including:
 - (a) any network of Other Service Providers that is used by the Service Provider; and
 - (b) the wireless coverage area of the Service Provider's Network (if applicable).
 - 5.3 On an ongoing basis, the Service Provider will provide to Telecom:
 - (a) if there are changes to any previous map, updated Zone 1 Area maps showing the location of the Service Provider's network, including:
 - (i) any network of Other Service Providers that is used by the Service Provider; and
 - (ii) the wireless coverage area of the Service Provider's Network (if applicable).

The Service Provider will highlight/identify changes from the previous map; and
 - (b) such additional information as Telecom reasonably requires to ascertain the location of the Service Provider's Network.
 - 5.4 The Service Provider must provide the information in clause 5.3 at least six weeks prior to the start of each quarter so that Telecom has sufficient lead-time to prepare the Consolidated Area Maps.
 - 5.5 The Service Provider will provide the information in clause 5.3(a) in the format requested by Telecom. At the Commencement Date, this information is to be provided as a Smallworld dataset. The Smallworld dataset must be sent via email or on CD to Telecom's principal point of contact in accordance with clause 2.2. of this Operations Manual
 - 5.6 At either party's request, and no more than once a quarter, Telecom and the Service Provider will meet to discuss the Service Provider's Zone 1 Area maps and any changes to those maps that may have occurred since the parties last met for the purpose of determining the Competing Network. The Service Provider will share its Zone 1 Area maps and such additional information that Telecom reasonably requires to ascertain and validate the location of the Service Provider's Competing Network. The parties agree that all meetings under this clause will be confidential.

- 5.7 Telecom may make available Consolidated Area Maps to the Service Provider (and analogous maps will be provided to any other resellers of Telecom's services). The Consolidated Area Maps:
- (a) will highlight/identify changes from the current Consolidated Area Maps;
 - (b) will be in the format notified by Telecom to the Service Provider from time to time. At the Commencement Date, the Consolidated Area Maps will be a Smallworld dataset showing the zone boundaries; and
 - (c) may identify different boundaries for the Zone 1 Areas for Services in different markets.
- 5.8 In order to identify Zone 1 Areas for Competing Networks other than the Service Provider's, Telecom will use reasonable endeavours to require any other Competing Network owner to provide appropriate information analogous to that provided by the Service Provider. In the absence of such information, Telecom may map the Zone 1 Area and, if so, will use reasonable endeavours to map it accurately.
- 5.9 A new Other Service Provider's Competing Network or a new type of network deployed by the operator of an existing Competing Network will not be included in a Consolidated Area Map until the procedures in section 3 have been complied with.
- 5.10 Within 15 Working Days of a Consolidated Area Map being made available, the Service Provider may raise a dispute in relation to the Consolidated Area Map providing that:
- (a) the Service Provider has provided Telecom with Zone 1 Area maps in accordance with clauses 5.2 and 5.3; and
 - (b) no dispute may be raised by the Service Provider in relation to the map it provided in relation to its own network.
- 5.11 If the Service Provider raises a dispute in accordance with clause 5.10, then the matter will be resolved in accordance with a six week fast track dispute resolution process. This process is to be agreed between the parties (or, in the absence of agreement, determined under the dispute resolution mechanism in section 42 of the WSA) and will be in accordance with the following principles:
- (a) disputes will be resolved within six weeks;
 - (b) the Service Provider and Telecom will provide the independent decision-maker ("Area Maps Chair") with all such network maps and other information reasonably required for the determination of the Consolidated Area Map (in the case of Telecom, subject to any confidentiality agreement Telecom may have with any network owner); and
 - (c) a process will be allowed for the Service Provider and Telecom to make submissions.
- 5.12 Once the fast track dispute resolution process is complete, the Area Maps Chair will issue a settled Consolidated Area Map. Telecom will make the settled Consolidated Area Map available to the Service Provider and Other Service Providers within 2 Working Days of the Area Maps Chair issuing the settled Consolidated Area Map. That settled Consolidated Area Map will then become the Consolidated Area Map which will apply from the date that it is made available until it is replaced in accordance with clause 5.7 or this clause 5.12. There will be no retrospective adjustments in respect of any Service provided prior to the date that the settled Consolidated Area Map is made available.

5.13 A party may raise a dispute in relation to a Consolidated Area Map at any time provided that, in the case of the Service Provider, the Service Provider has provided Telecom with Zone 1 Area maps in accordance with clauses 5.2 and 5.3. The matter will be resolved in accordance with the six week fast track dispute resolution process referred to in clause 5.11 above. The Consolidated Area Map being disputed will remain in effect until a settled Consolidated Area Map is issued in accordance with that process. If a new Consolidated Area Map is issued during such a dispute, the dispute process will restart but only in relation to the new Consolidated Area Map. There will be no retrospective adjustments in respect of any Service provided prior to the date that the settled Consolidated Area Map is made available.

6 Disputes

6.1 Neither party will use the existence of the multiple dispute processes created in sections 3 and 5 of this Appendix or section 42 of the WSA to procedurally obstruct the determination of a matter potentially governed by two or more of the processes and both parties will act in good faith to ensure that disputes are consolidated so as to ensure that disputes are determined efficiently. To avoid doubt, this may include allowing other parties to join disputes in relation to sections 0 to 5 being settled under the WSA.

7 Confidentiality

7.1 All boundary information that is provided by the Service Provider to Telecom will be Confidential Information. That information may not be released to the Telecom Retail Units (except to the extent that it is incorporated in the Consolidated Area Maps) and will only be used by Telecom for the purpose of preparing the Consolidated Area Maps in accordance with this Appendix.

7.2 All information provided by or among the parties and/or a third party under section 5 will only be given to and used by those persons with a need to know basis for the purposes of creating or verifying a map or resolving a dispute in relation to a map and each party will take all practicable steps to require any third party to comply with this restriction.

7.3 The Consolidated Area Maps may be disclosed:

- (a) to Telecom's or the Service Provider's officers, contractors, employees, agents or professional advisers;
- (b) to Other Service Providers or potential other service providers; or
- (c) in accordance with clauses 40.6(c), 40.6(d), 40.6(f) and 40.7 of the WSA, but must not be disclosed to any other person. Where a Consolidated Area Map is disclosed to any person the party disclosing the Consolidated Area Map must ensure that appropriate confidentiality arrangements are agreed with the recipient prior to disclosure.

8 TeleZone

8.1 The Service Provider may access zone boundary information using Telecom's TeleZone website service.

8.2 Access to the TeleZone service is provided on the terms set out in Telecom's TeleZone Access Agreement, which is provided in accordance with clause 26 of this Operations Manual and the Service Provider agrees to comply with those terms. The terms of the WSA also apply to the TeleZone service, but the terms of the TeleZone Access Agreement prevail in the event of any inconsistency between the TeleZone Access Agreement and the WSA.

APPENDIX 5 CLAUSES TO BE AMENDED BY AGREEMENT OF THE PARTIES

The following clauses of this Operations Manual may only be amended by agreement of the parties, unless the amendment is required to comply with the Customer Transfer Code:

- clause 1.6;
- clause 3;
- clauses 4.11, 4.14 and 4.18;
- clauses 5.1 and 5.5;
- clauses 6.1, 6.5 - 6.7 and 6.15 - 6.24;
- clauses 9.1, 9.5 - 9.7, 9.14 and 9.15;
- clause 10.1;
- clause 11;
- clause 12;
- clause 13.7;
- clauses 18.2, 18.4 (last paragraph) and 18.8;
- clauses 19.4 and 19.7;
- clause 20;
- clause 25.1; and
- Appendix 4.