

VODAFONE NEW ZEALAND LIMITED



Telecommunications Act 2001

**Undertaking to the Commerce Commission under
Schedule 3A in respect of national roaming and co-
location services**

19 January 2007

Undertaking to the New Zealand Commerce Commission under Schedule 3A of the Telecommunications Act 2001

Dated 19 January 2007

Parties

1. **Vodafone New Zealand Limited** of Level 1, 20 Viaduct Harbour Avenue, Auckland (**Vodafone**)

in favour of:
2. **New Zealand Commerce Commission** being a Crown entity established by section 8 of the Commerce Act 1986 (**Commission**).

Background

- A. Vodafone is an Access Provider under the Telecommunications Act 2001 of both national roaming and co-location services.
- B. Vodafone gives the Undertaking pursuant to Schedule 3A of the Telecommunications Act 2001, as amended by the Telecommunications Amendment Act (No. 2) 2006.

1 Interpretation

1.1 Access Seeker:

- a) means a telecommunications service provider meeting the criteria of an Access Seeker under the Telecommunications Act 2001 in respect of either the national roaming or co-location service, as the context requires; but
- b) for the Vodafone Roaming Services, excludes an Excluded Operator, as defined in Schedule 3.

1.2 **Undertaking** means this Undertaking given by Vodafone to the Commission under Schedule 3A of the Telecommunications Act 2001.

1.3 **Vodafone Roaming Services** means the service specified in Schedule 1.

1.4 **Vodafone Co-location Services** means the service specified in Schedule 4.

2 Commencement and Term

2.1 The Undertaking takes legal effect immediately after it is registered by the Commission under Clause 6 of Schedule 3A and continues until 5 years from the date of registration, unless earlier terminated.

2.2 For the avoidance of doubt, the Undertaking (including, without limitation, any prices in the Undertaking) has no effect in respect of the provision of the Vodafone Roaming Services or Vodafone Co-location Services by Vodafone to an Access Seeker under an existing agreement on the date on which the Undertaking is registered by the Commission, for as long as that agreement remains on foot.

3 Undertaking Terms and Conditions

Vodafone Roaming Services

- 3.1 Vodafone undertakes to the Commission that, during the period the Undertaking is in effect, it will, in relation to the Vodafone Roaming Services, provide the Vodafone Roaming Services:
- c) specified in Schedule 1;
 - d) at the prices specified in Schedule 2; and
 - e) on the terms specified in Schedule 3.

Vodafone Co-location Services

- 3.2 Vodafone undertakes to the Commission that, during the period the Undertaking is in effect, it will, in relation to the Vodafone Co-location Services, provide the Vodafone Co-location Services:
- a) specified in Schedule 4;
 - b) at the prices specified in Schedule 5; and
 - c) on the terms specified in Schedule 6.

4 Termination or withdrawal

- 4.1 The Vodafone Roaming Services provided to an Access Seeker under the Undertaking may be terminated by Vodafone at any time if:
- a) there is a change of control of the Access Seeker where control passes to an Excluded Operator; or
 - b) there is a change of control of an Excluded Operator where control passes to the Access Seeker.

The Vodafone Roaming Services and Vodafone Co-location Services provided to an Access Seeker under the Undertaking may also be terminated in accordance with the terms specified in Schedule 3 or Schedule 6, as the case may be.

- 4.2 Vodafone may, at any time during the term of the Undertaking:
- a) give the Commission notice seeking approval of a variation or replacement of the Undertaking; or
 - b) by written notice to the Commission, withdraw the Undertaking.

5 Notices

- 5.1 Any communication in respect of the Undertaking should be made in writing to:

Attention:	General Manager, Commercial Development
Address:	Vodafone New Zealand Limited, Level 1, 20 Viaduct Harbour, Auckland
Facsimile:	(09) 355 2005

Copy to:

Attention: General Counsel
Address: Vodafone New Zealand Limited, Level 1, 20 Viaduct Harbour, Auckland
Facsimile: (09) 355 2005

Signed by **Tom Chignell** as
Authorised signatory for Vodafone
New Zealand Limited in the presence of:

Signature of witness

Signature of **Tom Chignell**

Name of witness (block letters):

Place of abode:

Calling or description:

Schedule 1
Services Description
Vodafone Roaming Services

1 Vodafone Roaming Services

The **Vodafone Roaming Services** is defined as the following cellular mobile telecommunications services:

- a) the origination of Roaming Traffic by Access Seeker End Users roaming on the Vodafone Network and hand-over of that Roaming Traffic to the Access Seeker under the terms of the Undertaking in accordance with the Handover Principle; and
- b) the acceptance of Roaming Traffic handed over by the Access Seeker under the terms of the Undertaking in accordance with the Handover Principle and termination or offer of termination of that Roaming Traffic to Access Seeker End Users roaming on the Vodafone Network,

and associated and incidental services and functionality. The features, associated and incidental services and functionality of these cellular mobile telecommunications services will be specified in the Technical Specifications. The Access Seeker will be responsible for the Handsets and SIMs that enable access to these cellular mobile telecommunications services while roaming on the Vodafone Network.

The Vodafone Roaming Services exclude:

- a) Value Added Services and access to Value Added Services service nodes;
- b) out-bound international roaming services and facilities;
- c) wireless LAN services (also known as WiFi and WiMax) or any similar services;
- d) cellular mobile services and functionality used in non-mobile applications;
- e) number allocation; and
- f) synchronous services, other than Calls.

For these purposes, **Value Added Services** means services or functionality that provide benefits to a customer or end user that are not part of the standard telecommunications services or functionality associated with a basic retail cellular mobile telecommunications service, including (without limitation):

- a) Vodafone Live! and other Vodafone content or third party content;
- b) any information services provided to Vodafone End Users;
- c) any services or functionality that are not integral to the sending or receiving of Roaming Traffic (including, without limitation, location-based services);
- d) Vodafone's voice mail and voice messaging;
- e) services provided by Vodafone's Intelligent Network or pre-pay platforms;
- f) mobile commerce services; and

g) customer self-service applications.

Schedule 2
Pricing
Vodafone Roaming Services

1. The prices for circuit-switched voice or data traffic originated by or terminated to Access Seeker End Users while roaming on the Vodafone Network (**Calls**) will be 21.5 cents per minute per leg (on a minute plus second basis).
2. The price for SMSs originated by or terminated to Access Seeker End Users while roaming on the Vodafone Network (**Text Messages**) will be 9.5 cents per Text Message.
3. The price for packet-switched data and MMSs originated by or terminated to Access Seeker End Users while roaming on the Vodafone Network (**Data Sessions**) will be 4.9 cents per 1 MB, with each use of the Vodafone Network charged at a minimum of 10 KBs and rounded up to the nearest 10 KB on each use.
4. All prices are subject to the terms and conditions set out in the Undertaking and are exclusive of GST.

Schedule 3
Terms and Conditions
Vodafone Roaming Services

1 DEFINITIONS

1.1 Unless the context indicates otherwise, capitalised terms used in this Schedule 3 that are not otherwise defined in the main body or other Schedules of the Undertaking have the meaning given below:

Access Seeker Customer means an Access Seeker End User and/or an Access Seeker Reseller, as the context requires.

Access Seeker End User means any end-user of the Access Seeker Mobile Services who is entitled to receive Access Seeker Mobile Services; but excludes:

- a) any Access Seeker Reseller (except when they are themselves an end-user of the Access Seeker Mobile Services); and
- b) any in-bound international roaming customers.

Access Seeker Mobile Network means any operational 3G W-CDMA and/or 2G GSM and GPRS cellular mobile network in New Zealand that:

- a) the Access Seeker wholly owns and has a right of access to; or
- b) the Access Seeker does not own or wholly own, but which the Access Seeker has acquired rights of access to in accordance with the Undertaking,

and is used to provide the Access Seeker Mobile Services.

Access Seeker Mobile Services means commercial end-to-end cellular mobile services of the Access Seeker that both:

- a) are provided to Access Seeker Customers using the Access Seeker Mobile Network or parts of the Access Seeker Mobile Network; and
- b) use the Vodafone Roaming Services provided over the Vodafone Network.

Access Seeker Reseller means a telecommunications service provider, approved by Vodafone in accordance with **Clause 10**, who enters into an agreement with the Access Seeker to resell Access Seeker Mobile Services to Access Seeker End Users (excluding any telecommunications service provider that is, or is controlled by, an Excluded Operator).

Excluded Operator means Telecom Corporation of New Zealand Limited and:

- a) all of its subsidiaries now or from time to time (within the meaning of sections 5 and 6 of the Companies Act 1993, with references to "companies" in sections 5, 6, 7 and 8 including companies that are not incorporated under the Companies Act 1993), including Telecom New Zealand Limited; and

- b) all of its associates shown in the consolidated financial statement of Telecom Corporation of New Zealand Limited which are required to be included to comply with the Financial Reporting Act 1993.

Roaming Traffic means:

- a) any Call or Text Message that is originated by or terminated to an Access Seeker End User; or
- b) any Data Session that is established by an Access Seeker End User,
while roaming on the Vodafone Network under the terms of the Undertaking.

Vodafone Network means Vodafone's 2G GSM and GPRS cellular mobile network, and (if applicable) Vodafone's core network, in New Zealand.

2 CONDITIONS

2.1 Before Vodafone is required to make available and provide the Vodafone Roaming Services to the Access Seeker under the Undertaking:

- a) Vodafone and the Access Seeker must agree:
 - a. a plan that details the tasks to be performed and deliverables to be provided by each party leading up to the commencement of the Vodafone Roaming Services (the **Implementation Plan**) and the expected date of commencement of the Vodafone Roaming Services (the **Services Commencement Date**);
 - b. the technical specifications relating to the provision and receipt of the Vodafone Roaming Services (the **Technical Specifications**); and
 - c. the operational procedures relating to the provision and receipt of the Vodafone Roaming Services (the **Operational Procedures**);
- b) there must be satisfactory completion of all testing that may be reasonably required by either party;
- c) the Access Seeker Mobile Network:
 - a. has not less than 150 cellsites; and
 - b. is operational and is ready for commencement of the Access Seeker Mobile Services; and
- d) any security required by Vodafone under **Clause 13.1** has been provided to Vodafone's satisfaction.

3 VODAFONE ROAMING SERVICES

- 3.1 Vodafone shall, from the Services Commencement Date or the date of satisfaction of the conditions under **Clause 2** (whichever is the later), make available and provide the Vodafone Roaming Services to the Access Seeker.
- 3.2 To the extent reasonably practicable, Vodafone shall ensure the Vodafone Roaming Services will be continuously available and fault-free. The Access Seeker acknowledges that Vodafone does not guarantee that the Vodafone Roaming Services will be continuously available or fault-free.
- 3.3 The Vodafone Roaming Services are services provided over the Vodafone Network, provided that, Vodafone may, at any time during the Term, subject to giving the Access Seeker such period of prior notice as Vodafone gives to its own retail and/or marketing divisions:
 - a) decommission the Vodafone Network in any area (which it may do, for example, because one or more of its 2G radiospectrum management rights, or cellsite leases, have expired); or
 - b) reduce the capacity of the Vodafone Network in an area.
- 3.4 Vodafone will have no obligation to provide the Vodafone Roaming Services over any other part of any other network deployed by Vodafone, except to the extent agreed in writing between the parties.
- 3.5 It is the Access Seeker's responsibility to ensure that:
 - a) the Access Seeker Mobile Network, and Access Seeker Mobile Services, are interoperable with the Vodafone Network and Vodafone Roaming Services (nevertheless, where an interoperability issue arises, the parties will work together in good faith to resolve that issue); and
 - b) the Access Seeker Mobile Services are able to be provided to Access Seeker End Users.
- 3.6 Vodafone will not be required to provide, or to continue to provide, the Vodafone Roaming Services where Vodafone requires the consent of a third party to provide the Vodafone Roaming Services to the Access Seeker and the consent has not been obtained or any consent has been withdrawn or terminated.
- 3.7 The Access Seeker shall comply with all reasonable instructions issued by Vodafone from time to time in relation to the use of the Vodafone Roaming Services.
- 3.8 Vodafone may, at any time and without liability to the Access Seeker, suspend, restrict or withdraw any part of the Vodafone Roaming Services, including in any particular part of the Vodafone Network, where it suspends, restricts or withdraws the equivalent service to Vodafone Customers (where applicable) in the particular part of the Vodafone Network.

4 ROAMING DEVELOPMENT COSTS CONTRIBUTION

- 4.1 The Access Seeker will reimburse all of Vodafone's reasonable costs for the set up and development of the Vodafone Roaming Services within 30 days of receipt of a tax invoice from Vodafone.
- 4.2 Reimbursement under **Clause 4.1** may include reimbursement of a proportion of the costs already incurred by Vodafone in providing services equivalent or similar to the Vodafone Roaming Services to other persons and which have already been paid for by those other persons and where Vodafone has an

obligation to pay a contribution to Common Costs received from the Access Seeker to those other persons (the **Common Costs**).

- 4.3 Vodafone will determine the proportion of the Common Costs to be contributed to by the Access Seeker on a pro-rated basis in equal shares as between the Access Seeker and all other third parties that have contributed towards the Common Costs.
- 4.4 If Vodafone receives any reimbursement from a third party of a proportion of the Common Costs, Vodafone will promptly recalculate the Access Seeker's contribution and a credit note will be issued for any amount owing to the Access Seeker.

5 ACCESS FEE

5.1 On the date that Vodafone begins to make available and provide the Vodafone Roaming Services to the Access Seeker under the Undertaking, and at the beginning of each subsequent calendar quarter during the Term, the Access Seeker will pay in advance an access fee (the **Access Fee**), calculated in accordance with **Clause 5.2**. Any usage charges incurred by the Access Seeker during that quarter or shorter period (in the case of the first payment) will be applied against that Access Fee.

5.2 The Access Fee will be determined as follows:

- a) for the first payment of the Access Fee, the Access Fee will be 25% of the usage charges that would apply in relation to the first calendar quarter as set out in the Access Seeker's initial forecasts for the first year (accepted by Vodafone), pro rated where the period is less than a full calendar quarter;
- b) for the second, third and fourth calendar quarters, the Access Fee will be the greater of:
 - a. 25% of the usage charges that would apply in relation to each of the second, third and fourth (as the case may be) calendar quarters as set out in the Access Seeker's initial forecasts for the first year (accepted by Vodafone);
 - b. the minimum Access Fee, as agreed between Vodafone and the Access Seeker (the **Minimum Access Fee**); and
 - c. 25% of the total usage charges payable to Vodafone for the previous calendar quarter.
- c) for the fifth and each subsequent calendar quarter, the Access Fee will be the greater of:
 - a. the Minimum Access Fee; and
 - b. 25% of the total usage charges payable to Vodafone for the previous calendar quarter.

pro rated where the period is less than a full calendar quarter.

5.3 At the end of each month during that calendar quarter, Vodafone will conduct a reconciliation which will determine whether the Access Seeker's total usage charges for that month, and for any previous months in that calendar quarter, are greater than the Access Fee for that quarter. If this is the case, then Vodafone will invoice the Access Seeker for the Access Seeker's total usage charges that exceed the Access Fee. If this is not the case, then no invoice will be issued for that month.

- 5.4 The Access Fee will be non-refundable, including where the Access Seeker's total usage charges for the relevant quarter are less than the amount of the Access Fee, and any such shortfall may not be passed over to any other calendar quarter.
- 5.5 Vodafone will be entitled to terminate the Vodafone Roaming Services provided to the Access Seeker under the Undertaking if the Access Fee payable in any four consecutive quarters is the same as the Minimum Access Fee.

6 EXCLUSION ZONES

- 6.1 Where the Access Seeker builds or acquires a part of the Access Seeker Mobile Network in the coverage area of a Vodafone Location Area (**LA**) that LA will become an Exclusion Zone. Access Seeker End Users are not able to roam on the Vodafone Network in an Exclusion Zone.
- 6.2 Where:
 - a) an Exclusion Zone comprises two or more contiguous LAs, Vodafone may change the coverage area and composition of individual LAs within that Exclusion Zone (for example, by splitting one LA into two) at any time without notice to the Access Seeker if the boundary of the Exclusion Zone does not change as a result; and
 - b) an Exclusion Zone comprises a single LA, Vodafone may change the composition of that LA (for example, by splitting the LA into two) at any time without notice to the Access Seeker if the boundary of the Exclusion Zone does not change as a result.
- 6.3 Vodafone and the Access Seeker will agree procedures for the creation of new Exclusion Zones for when the Access Seeker seeks to extend and operate the Access Seeker Mobile Network beyond the then current Exclusion Zones.

7 MARKETING

- 7.1 Wherever technically and economically practicable, Vodafone will provide the Vodafone Roaming Services to the Access Seeker without the attachment of the Vodafone brand or other brands (i.e., on a white-label basis).
- 7.2 The Access Seeker will not, and will ensure that the Access Seeker Resellers do not, at any time during the Term:
 - a) use any brand in the sale, marketing and advertising of the Access Seeker Mobile Services that Vodafone in good faith considers is likely to bring the Vodafone brand into disrepute;
 - b) represent that Vodafone participates (other than as a roaming supplier) in the provision of the Access Seeker Mobile Services to Access Seeker Customers; and
 - c) represent that the Access Seeker or an Access Seeker Reseller is approved by, or an agent or dealer of, or affiliated with, Vodafone.
- 7.3 The Access Seeker is not permitted to use the Vodafone Roaming Services to provide the Access Seeker Mobile Services, or to allow Access Seeker Resellers to provide the Access Seeker Mobile Services, to Access Seeker End Users if those Access Seeker Mobile Services are provided using a brand that is a

brand owned or licensed by an Excluded Operator.

8 EXCLUDED OPERATORS

8.1 During the Term:

- a) Vodafone will be the exclusive provider in New Zealand of services equivalent or similar to the Vodafone Roaming Services to members of the Access Seeker Group; and
- b) the Access Seeker will not (and will ensure that members of the Access Seeker Group will not) acquire any such equivalent or similar services in New Zealand from any other person.

For the purposes of this **Clause 8.1**, services may be equivalent or similar to the Vodafone Roaming Services even if:

- c) they include additional features, services and functionality to the Vodafone Roaming Services. This may include, for example, services that are specifically excluded from the definition of Vodafone Roaming Services in Schedule I; or
 - d) they are provided over a different type of network to the Vodafone Network; or
 - e) the network from which customers may roam is different in size to the Access Seeker Mobile Network.
- 8.2** Except with Vodafone's prior written approval (which approval may be withheld at Vodafone's absolute and sole discretion), an Excluded Operator may not own (or have an ownership interest in) or operate any part of the Access Seeker Mobile Network.
- 8.3** Notwithstanding any other provision of the Undertaking, the Access Seeker will ensure that no Excluded Operator will use the Vodafone Roaming Services and will not in any way enable any customers or end users of the Excluded Operator to roam on the Vodafone Network.
- 8.4** The Access Seeker may not, and shall ensure that members of the Access Seeker Group and Access Seeker Resellers do not, appoint an Excluded Operator as an agent to enter into agreements on the Access Seeker's, or members of the Access Seeker Group or the Access Seeker Reseller's, behalf for the provision of Access Seeker Mobile Services.

9 PROVISION OF SERVICES TO ACCESS SEEKER END USERS

9.1 The Access Seeker may provide the Access Seeker Mobile Services to Access Seeker End Users.

9.2 The Access Seeker will provide and manage all services provided to Access Seeker Customers, including (without limitation):

- a) customer management activities;
- b) Activation and Deactivation of Access Seeker End Users;
- c) billing and collection;
- d) provision of Handsets and Handset repairs, including warranty repairs;

- e) provision of SIMs and SIM repairs, including warranty repairs; and
- f) help desk services.

9.3 Access Seeker End Users will be, and only they will be, the ultimate recipient of:

- a) the Vodafone Roaming Services; and
- b) the Access Seeker Mobile Services.

10 WHOLESALE

10.1 The Access Seeker may resell, re-supply or wholesale the Access Seeker Mobile Services to, and only to, any third party approved by Vodafone (in its absolute and sole discretion).

10.2 However, the Access Seeker shall not resell, re-supply or wholesale the Vodafone Roaming Services as a discrete service to any third party (and shall not allow any Access Seeker Group member, Access Seeker Customer or any other person to do so).

11 ROUTING OF ROAMING TRAFFIC, HANDOVER POINTS AND LINKS

11.1 All Roaming Traffic originating or terminating on the Vodafone Network will be routed to a Handover Point, regardless of the called party's network (the **Handover Principle**).

11.2 The Access Seeker will establish and maintain Handover Points for handing over and receiving Roaming Traffic to and from the Vodafone Network in the premises specified by Vodafone in Auckland, Wellington and Christchurch (which will be the same premises as Vodafone has its interconnection handover points). Handover Points for Data Sessions, separate from Handover Points used for other types of Roaming Traffic, will be established and maintained by the Access Seeker in these premises in Auckland and, upon not less than 6 months prior written notice from Vodafone, in Wellington and/or Christchurch, as the case may be.

11.3 The Access Seeker will be responsible for provisioning, providing, maintaining, decommissioning and otherwise bearing the full cost of the Handover Point and all telecommunications links from the Access Seeker Mobile Network to each Handover Point for all Roaming Traffic that is to be handed over or received at that Handover Point in accordance with the Undertaking, including any new roaming links required.

11.4 The Vodafone Roaming Services will not be provided via any interconnect links between the Access Seeker Mobile Network and the Vodafone Network.

12 NO APPLICATION TO INTERCONNECTION

12.1 The terms and pricing contained in the Undertaking do not apply to the provision of interconnection services between the parties, or oblige either party to provide interconnection services to the other party.

12.2 The Access Seeker will be responsible for all interconnection arrangements with third party networks in relation to Roaming Traffic handed over by or to Vodafone under the Handover Principle. The Access Seeker will bear all costs, and will be entitled to all revenues, arising out of those arrangements.

13 SECURITY

- 13.1 Vodafone may, from time to time, require the Access Seeker to provide credit support in the form of an unconditional guarantee, bank guarantee or letter of credit, in each case as credit enhancement for the Access Seeker's obligation to pay for the Vodafone Roaming Services (each a security). The security must be in a form and in an amount reasonably acceptable to Vodafone and from a bank, or other person, which has a credit rating acceptable to Vodafone.

14 ARBITRATION OF DISPUTES

- 14.1 Vodafone agrees to submit any dispute or difference that arises under or in connection with the Undertaking, between it and an Access Seeker in the supply of the Vodafone Roaming Services, including tort claims as well as the determination of the scope and interpretation of its agreement to arbitrate, to final and binding arbitration, at such place and pursuant to the arbitration rules of such internationally recognised arbitral institution as may be agreed between Vodafone and the Access Seeker. The parties shall take all reasonable steps to ensure the confidentiality of any arbitration or ancillary proceedings.

OTHER PROVISIONS

Vodafone expects the Undertaking will include other provisions applicable to the Vodafone Roaming Services, including those relating to forecasting, liability, suspension and restrictions, termination, intellectual property, confidential information, payment terms, assignment and notices. Vodafone intends to propose terms around such other provisions once it has had an opportunity to discuss these with the Commission and receive feedback from other interested parties.

Schedule 4
Services Description
Vodafone Co-location Services

1. Vodafone Co-location Services

Vodafone Co-location Services means a service that enables co-location of cellular mobile telephone network transmission and reception equipment (including any necessary supporting equipment on or with the following facilities:

- a) any towers, poles, masts, or other similar structures:
 - a. that are used for the transmission or reception of telecommunications via a cellular mobile telephone network; and
 - b. that are owned, managed, or leased by Vodafone; and
- b) all sites, buildings, or utility services that are associated with the kinds of structures referred to in paragraph (a).

Schedule 5
Pricing
Vodafone Co-location Services

1. There are two options for pricing of the Vodafone Co-location Services. Both are based on the present day replacement cost of the site on which co-location is sought. An Access Seeker may elect which pricing option it prefers dependent on whether the Access Seeker wishes to make a capital contribution or just pay operating expenses.
 - Option One:

An Access Seeker can pay half of the replacement capital cost of a site (excluding the costs of radio equipment, which each person pays for separately), and split the shared operating costs of the site evenly. Each party pays its own costs for power (the only non-shared operating cost).
 - Option Two:

An Access Seeker can make no capital contribution, but instead pay an operating fee equivalent to a 13% yield on half of the capital costs each year. Otherwise this method is the same as the first.
2. Replacement costs vary between sites. Vodafone has eight standard site types, but there are also specific assets associated with some sites that would need to be valued and included in the replacement cost estimate. The table below shows an indicative calculation for one of the standard site types.

Table 1: Indicative pricing for a standard metro site (total cost \$275,000) compared with self-build

Item	Option 1	Option 2	Self build
Capital excluding radio equipment	137,500	0	275,000
Capital charge (at 13%)		17,875	
Shared operating costs	8,250	8,250	16,500
Non-shared operating costs	4,000	4,000	4,000
Total annual operating cost	12,250	30,125	21,500
Total capital cost	137,500	0	275,000

3. All prices are subject to the terms and conditions set out in the Undertaking and are exclusive of GST.

Schedule 6
Terms and Conditions
Vodafone Co-location Services

1. The terms, conditions and processes set out in the co-location code (as approved by the Commission in Decision 593 on 7 December 2006) for co-location requests, including using the Master Co-location Agreement (Annex 4 of the Co-location Code), apply to the provision of Vodafone Co-location Services under the Undertaking.