

## LMNP Terms

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
Explanatory Statement	1 <sup>st</sup> paragraph and 3 <sup>rd</sup> paragraph	<p>The number porting arrangements for local and mobile numbers in New Zealand are provided for in the Commerce Commission's determination pursuant to Decision number [specify], including:</p> <p>...</p> <p>The LMNP Terms detail the processes that enable end-users to port their numbers and set out the rights and obligations of parties to these terms in a number portability environment. These processes are based around an Industry Portability Management System (IPMS) which facilitates number portability between service providers and carriers but relies on carriers to configure and update their networks and support systems to ensure voice calls and short messages to and from ported numbers are correctly routed.</p>	<p>The <del>Number</del> <del>Porting</del> arrangements for <del>Local and Mobile</del> <del>Numbers</del> in New Zealand are provided for in the Commerce Commission's determination pursuant to Decision number [specify], including:</p> <p>...</p> <p>The LMNP Terms detail the processes that enable end-users to <del>Port</del> their <del>Numbers</del> and set out the rights and obligations of parties to these terms in a <del>Number</del> portability environment. These processes are based around an Industry Portability Management System (IPMS) which facilitates number portability between <del>Service Providers</del> and <del>Carriers</del> but relies on <del>Carriers</del> to configure and update their <del>Networks</del> and support systems to ensure voice calls and short messages to and from <del>Ported Numbers</del> are correctly routed.</p>	These are defined terms.
Definitions - Associated Person	3.2	Has, in relation to a party to the LMNP Terms, the same meaning that that expression has pursuant to section OD7 of the Income Tax Act 1994.	Definition deleted	This defined term is not used.

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
Definitions – Bilateral Agreement	3.2	Means an agreement between a party who is obliged to comply with the LMNP Terms and another party (who might or might not also be a party to the LMNP Terms).	Means an agreement between a party who is obliged to comply with the LMNP Terms and another party (who might or might not also be a party to the LMNP Terms) <u>relating in full or in part to Porting</u> .	Clarifying that the Bilateral Agreement is one that relates to Porting, rather than any agreement between a party who is obliged to comply with the LMNP Terms and another party.
Definitions - Co-operative Period	3.2	Means the period of time beginning when a LSP queries a Port Request with an GSP, or vice versa, and ending on the earlier of resumption of the Port Process or the expiry of one (1) week, during which the Gaining Service Provider will liaise directly with the Losing Service Provider (for example by phone or email) to identify and resolve any problems. The Losing Service Provider shall co-operate with the Gaining Service Provider to facilitate Porting for the Customer.	Means the period of time beginning when a LSP queries a Port Request <u>or Approved Port Change</u> with an GSP, or vice versa, and ending on the earlier of resumption of the Port Process or the expiry <u>of the Port Request or Approved Port Change (as applicable)</u> <del>of one (1) week</del> , during which the <u>parties</u> <del>Gaining Service Provider</del> will liaise directly <del>with the Losing Service Provider</del> (for example by phone or email) to identify <u>any issues and endeavour to resolve</u> any problems. The <u>parties</u> <del>Losing Service Provider</del> shall co-operate with the Gaining Service Provider to facilitate Porting for the Customer.	The proposed change clarifies that <ul style="list-style-type: none"> <li>the length of the Co-operative period is tied to the time period allowed for the event which is occurring at that time;</li> <li>it is used in the Port Request and Approved Port Change process; and</li> <li>the parties are to work co-operatively, but they do not have to resolve the issue if that means requiring the LSP to provide the customers personal information to the GSP, nor to provide information to enable</li> </ul>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>the GSP to make a port request when the LSP believes (in good faith) that based on the information the GSP has provided, that the Port Request is not valid.</p> <p>Also, placing a fixed duration on the length of the co-operative period will not work due to the Port moving beyond the need for the cooperative period well before the time limit expires.</p>
Definitions - Customer Authorisation	3.2	Means a valid authorisation by the Customer or the Customer's duly appointed agent to Port the Customer's Number.	Means a <del>valid</del> <u>an</u> authorisation by the Customer or the Customer's duly appointed agent to Port the Customer's Number.	<p>The wording in the draft Terms suggests the customer owns the number. The proposed wording seeks to remove any suggestion of ownership.</p> <p>In addition, the word "valid" has been deleted from this definition as it has already</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				been included by the Commission in the definition of "Customer Authorisation".
Definitions - IPMS User Guide	3.2	This definition does not currently exist in the LMNP Terms	Means the user guide for IPMS prepared by the Vendor responsible for developing the IPMS, as amended from time to time by the vendor responsible for IPMS application maintenance and support.	HP will be developing a user guide as part of the documentation they have to do to as part of the development of IPMS. Once the IPMS has been developed, the User Guide will be maintained by the vendor responsible for IPMS application maintenance and support (currently HP although this could change over time).
Definitions - Operations and Support Manual for LMNP	3.2	Means a multilateral agreement between Carriers that covers operational issues that are not dealt with by the LMNP Terms or Network Terms.	Refer Comments.	There is an Operations and Support Manual for the Network Terms but not one currently for the LMNP Terms.  A manual will need to be developed as the TCF will need to have arrangements with the parties using the IPMS to

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>back to back the arrangements the TCF enters into or has entered into with the party providing the managed services for IPMS. (currently HP although this may change over time). The Commissions final Determination on Functions and Standards needs to include a requirement that Service Providers and Carriers use of the IPMS will be in accordance with the parameters agreed between the TCF and the managed services provider for IPMS, and require that Service Providers and Carriers will use IPMS on that basis. This will include matters relating to fault management where it relates to IPMS, and management of IPMS planned and unplanned outages, and the requirement to provide</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>contact details to the TCF.</p> <p>In addition, the Vendor for IPMS development and ongoing application support will be producing and maintaining a User Guide and we propose this be used for a number of aspects the Commission have treated as being covered in the Operations and Support Manual in section 9 of the Terms. Refer proposed definition "IPMS User Guide." Refer Section 9, Annex 2.</p>
Definitions - Short Message Service	3.2	-	<u>Has the meaning defined in the Network Terms.</u>	The changes proposed in section 5.2 mean that this term, which is defined in the Network Terms, would now be referred to in the LMNP Terms
Right to Refuse to Port	5.1.2	GSP's have the right to accept or reject any Port Request made on behalf of a Customer wishing to Port their Numbers to that GSP.	GSP's have the right to accept or reject <u>a Customer's request to Port a Number used by the Customer</u> <del>any Port Request made on behalf of a Customer wishing to Port their Numbers to that GSP.</del>	This change clarifies that the Customer is requesting the Port, they are not actually making the Port Request (as that term is defined in the Terms).

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
Categorisation of Ports	5.1.3	If the LSP disagrees with the category of the Port nominated, it must be resolved between the GSP and the LSP during the Co-operative Period. If the GSP and LSP cannot resolve such disagreement before the expiry of the Co-operative Period, that disagreement shall be treated as a Technical Dispute and resolved in accordance with clause 7.2 of these LMNP Terms.	If the LSP disagrees with the category of the Port nominated, it must be resolved between the GSP and the LSP during the Co-operative Period. If the GSP and LSP cannot resolve such disagreement before the expiry of the Co-operative Period, then it will be deemed to be a Complex Port <del>that disagreement shall be treated as a Technical Dispute and resolved in accordance with clause 7.2 of these LMNP Terms.</del>	To avoid unnecessary technical disputes, and since it is more likely that it will be the GSP rather than the LSP who wishes a port to be treated as complex port, if parties cannot agree whether it is simple port or a complex port, then it should be classed as complex.
Port Request Content	5.1.6	A valid Port Request must include the information prescribed in the Appendix, Table 1.	A valid Port Request must include the information <u>marked as "required"</u> <del>prescribed</del> in the Appendix, Table 1.	Table 1 includes information which is "optional" and information which is "required". The proposed amendment clarifies that a valid Port Request must include the "required" information.
Port Request Rejection	5.1.7	The GSP is required to reject the Port Request where the details required to be supplied by the LSP are incomplete or incorrect or there is material doubt as to their completeness or correctness, and the issue cannot be resolved in accordance with Clause 8.1.9.	<del>The GSP is required to reject the Port Request w</del> Where the details required to be supplied by the LSP are incomplete or incorrect or there is material doubt as to their completeness or correctness, and the issue cannot be resolved in accordance with Clause 8.1.9, <u>the GSP is required to reject the Port Request.</u>	This clarifies the intent.
Port Requests	5.2.	Refer LMNP Terms	Refer Annex 1	See below. Some

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				comments explanatory comments have also been included in Annex 1.
	5.2.1	Refer LMNP Terms	Refer Annex 1	The is now included in the renumbered clause 5.2.4(d)
	5.2.2	Refer LMNP Terms	Renumbered to 5.2.2 to 5.2.8 in Annex 1. Refer Annex 1	<p>5.2.2 improves readability by breaking up the clause into its various components</p> <p>5.2.3 There are 2 types of information required for a Port. The information required for the Customer Authorisation and information required for a valid Port Request. The wording proposed by the Commission regarding Customer Authorisation is trying to cover off all the information requirements within the Customer Authorisation. The information required for the Port Request is set out in Table 1 of the LMNP Terms. Table 1 also sets out what the information is</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p><u>required</u> to be provided by the Customer for the Port Request. While this information will need to be obtained from the Customer, it will not necessarily be obtained from the Customer at the same time as the Customer Authorisation is obtained, nor is it necessary to be.</p> <p>The Customer Authorisation may be obtained by a number of media, including phone, email, internet and signed forms. The LMNP Terms need to be future proof to accommodate this and therefore should not overly prescriptive in the information which is required to be captured at the time of the authorisation. For example asking a business customer to list all the Numbers it wishes to Port</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>over the phone so that the numbers can recorded as part of the Customer authorisation would be cumbersome. So long as within the Customer Authorisation it is sufficient clear where the Customer wishes to Port all its Numbers, or all Number associated with a given pilot number etc, this should be sufficient for the authorisation. The GSP will need to get the full list of numbers from the customer in order to make the actual Port Request, but this can be done after the authorisation is given.</p> <p>5.2.4 Sets out information which must be given by the GSP to the Customer as part of the customer authorisation process.</p> <p>5.2.5 The Porting process itself can take 30 days, so having a customer</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>authorisation which is only valid for 30 days is problematic. The proposed wording puts the obligation on the GSP to make the Port Request within 30 days of the date it is authorised by the Customer, otherwise the Customer Authorisation can be deemed by the Customer to be invalid.</p> <p>The TCF Churn Code Party believe an obligation to retain Customer authorisations for 1 year should be sufficient.</p> <p>The LSP should only require a copy of the Customer Authorisation if a Customer disputes the validity of tat authorisation., not for “disputed Ports”.</p> <p>5.2.6 (b) As noted above, the customer authorisation may be obtained by a</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				number of media. The proposed change accommodates this.  5.2.6 (c) reflects the change to the first paragraph of 5.2.5.
Port Requests	5.2.2 – last (a) and (b)	<p>If a Port is unauthorised and the Customer wishes to return to the LSP, the LSP shall:</p> <p>a) If the Port is completed, activate the Emergency Return process; or</p> <p>b) If the Port is not completed, reverse the Port process to restore the Number to the LSP.</p>	<p>Renumbered to 5.2.7 in Annex 1</p> <p>If a Port is unauthorised and the Customer wishes to return to the LSP:</p> <p>a) If the Port is completed, <u>a new Port Request should be raised, and the parties involved should Port the Number as a matter of urgency and within faster timeframes than the Service Levels which normally apply to a Port</u><del>activate the Emergency Return process; or</del></p> <p>b) If the Port Activation has <u>not commenced, the GSP shall withdraw the Port; or</u></p> <p>c) <u>If the Port Activation has commenced but is not completed, the GSP shall fail the Port;</u><del>reverse the Port process</del> to restore the Number to the LSP.</p>	<p>5.2.7 Emergency Return is a tool designed to be used where something has gone wrong with the Port and the Customer has lost its service (i.e the Customer cannot receive calls).</p> <p>It is not appropriate to use the Emergency Return process for unauthorised Ports since the Network configuration may be different and Emergency Return is not technically feasible in this case.</p> <p>Also, using the Commissions approach would require changes to the Technical Specification. This could result in delays in</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				<p>implementation of number portability and we believe the solution proposed in this submission will accommodate the Commissions concern.</p> <p>We also suggest the Terms are renumbered to separate out the various aspects of clause 5.2.2 of the Terms and make it easier for reference purposes.</p>
Relinquishment	5.2.3	Refer LMNP Terms	Clause renumbered to 5.2.8	Clause renumbering to accommodate other changes to 5.2
Fault Management	5.4	<p>Prior to commencement of the Port Activation process, the LSP and Losing Carrier are jointly responsible for management of all faults associated with a Number and will liaise with other parties, as required.</p> <p>After the Port Activation process commences, the GSP will be responsible for the management of all faults associated with a Ported Number and will liaise with the LSP, Losing Carrier, Donor Carrier and</p>	<p>Prior to commencement of the Port Activation process, the LSP and Losing Carrier are jointly responsible for management of all faults associated with a Number and will liaise with other parties, as required.</p> <p><u>On and from commencement of the Port Activation process, After the Port Activation process commences, the</u> GSP will be responsible for the management of all faults associated with a Ported Number and will liaise</p>	The proposed change clarifies the timing.

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
		other parties, as required.	with the LSP, Losing Carrier, Donor Carrier and other parties, as required.	
Transfer of Ported Number to Another Person	5.5	The legitimate transfer of a Ported Number to another person when requested by the Customer is allowable if it meets the Service Provider's normal criteria used in the case of non-ported Numbers. The transferee has the same rights as the transferor to subsequently Port the Number if they wish. In case of the simultaneous transfer and Port of a particular Number, these LMNP Terms shall apply only in relation to the Port.	The legitimate transfer of a Ported Number to another person when requested by the Customer is allowable if it meets the Service Provider's normal criteria used in the case of non-ported Numbers. The transferee has the same rights as the transferor to subsequently Port the Number if they wish. In case of <u>a Customer wishing to the simultaneously transfer and Port of a particular Number, the transfer will occur prior to the Port and</u> these LMNP Terms shall apply only in relation to the Port.	The proposed wording clarifies that the transfer needs to occur before the Port. This is required for practical reasons.
Dispute Resolution – Good faith Negotiation	7.2.3 – third paragraph	If the authorised representatives are unable to resolve the dispute within the 10 Business Day period, the parties to the dispute may agree to refer the dispute to their respective Managing Directors, in the case of Complex Disputes, or operational managers, in the case of Technical Disputes, who must attempt in good faith to resolve the dispute within a further 10 Business Days. If the parties agree to this further negotiation period, then for the purposes of the final paragraph of this	If the authorised representatives are unable to resolve the dispute within the 10 Business Day <u>Negotiation P</u> period, the parties to the dispute may agree to refer the dispute to their respective Managing Directors, in the case of Complex Disputes, or operational managers, in the case of Technical Disputes, who must attempt in good faith to resolve the dispute within a further 10 Business Days. If the parties agree to this further negotiation period, then for the purposes of the final paragraph of this clause 7.2.3, and for	Proposed change makes this clause consistent with the changes the Commission have made in the Network Terms.

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
		clause 7.2.3, and for clauses 7.2.2, and 7.2.4 to 7.2.6 (inclusive) the "Negotiation Period" includes this further 10 Business Day period.	clauses 7.2.2, and 7.2.4 to 7.2.6 (inclusive) the "Negotiation Period" includes this further 10 Business Day period.	
Dispute Resolution – Good faith Negotiation	7.2.3 – last paragraph	If by the end of the Negotiation Period the parties to the dispute are unable to agree whether the dispute is a Technical Dispute or a Complex Dispute then, for the purpose of these dispute resolution procedures, the dispute shall be regarded as a Complex Dispute, and subject to clause 2 resolved under these dispute resolution procedures as such.	If by the end of the Negotiation Period the parties to the dispute are unable to agree whether the dispute is a Technical Dispute or a Complex Dispute then, for the purpose of these dispute resolution procedures, the dispute shall be regarded as a Complex Dispute, and subject to clause <del>7.2.2</del> resolved under these dispute resolution procedures as such.	Incorrect clause reference.
Arbitration of Complex Disputes	7.2.6 – first paragraph	If a complex dispute has not been resolved by the end of the Negotiation Period (and, if applicable, the Mediation Period), then, subject to clause 7.2.2, a party to the dispute may then give notice referring any part of the dispute to arbitration. The notice will be a submission by the parties to the dispute of the dispute to arbitration and each party to the dispute agrees to confirm this submission if requested by any other party to the dispute. Unless otherwise agreed in writing:	If a complex dispute has not been resolved by the end of the Negotiation Period (and, if applicable, the Mediation Period), then, <del>subject to clause 7.2.2</del> , a party to the dispute may then give notice referring any part of the dispute to arbitration. <u>Subject to clause 7.2.2</u> , the notice will be a submission by the parties to the dispute of the dispute to arbitration and each party to the dispute agrees to confirm this submission if requested by any other party to the dispute. Unless otherwise agreed in writing:	The wording "subject to clause 7.2.2" has been moved by the Commission in the LMNP Terms and it changes its intent. The wording originally proposed by the parties, and proposed in the submission was included as it was inconsistent to have a provision stating a notice referring a matter to dispute "will be a submission by the parties to the dispute of the dispute to arbitration and

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
				each party to the dispute agrees to confirm this submission if requested by the other party who gave notice of any other party the dispute" when a party has a right to exercise rights under the Act (under clause 7.2.2 of LMNP Terms).
PR1. Customer Requests Port	8.1.3 (a)	The Customer makes a request to Port their Number to the GSP.	The Customer makes a request to Port their Number <u>used by the Customer</u> to the GSP.	The wording in the draft Terms suggests the Customer owns the number. The proposed wording seeks to remove any suggestion of ownership.
PR3. IPMS Performs Basic Checking Using Rules	8.1.5(b)	The IPMS will respond based on whether the Port Request passes or fails all the basic tests listed in the Appendix, Table 4.	The IPMS will respond based on whether the Port Request passes all or fails <u>any all of</u> the basic tests listed in the Appendix, Table 4.	The purpose of this change is to clarify that the IPMS does not require the Port Request to fail <u>all</u> of the checks in order for it to respond.
PR7. GSP checks the Port Request Queue	8.1.7	<ul style="list-style-type: none"> <li>a) The LSP checks that the Port Request has been correctly completed.</li> <li>b) The LSP is presented with the Port Request as per the detail in the Appendix, Table 5.</li> <li>c) Discussion between the LSP and</li> </ul>	<ul style="list-style-type: none"> <li>a) The LSP checks that the Port Request has been correctly completed.</li> <li>b) The LSP is presented with the Port Request as per the detail in the Appendix, Table 5.</li> <li>c) Discussion between the LSP and</li> </ul>	The proposed amendments were included in the copy of the code sent to the Commission by the parties to the application on 6 April 2005.

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
		<p>the GSP regarding the Port Request is allowed during the Co-operative Period. In the interests of preventing unnecessary rejection or confusion, the LSP has the right to contact the GSP to check if there is any doubt or concern over the details of the Port Request before they submit their response.</p> <p>d) The LSP enters their understanding of the details if they differ from the information presented by the IPMS. This can include addition or removal of Numbers for a Multiple Number Port.</p> <p>e) The LSP submits their response to the IPMS.</p>	<p>the GSP regarding the Port Request is allowed during the Co-operative Period. In the interests of preventing unnecessary rejection or confusion, the LSP has the right to contact the GSP to check if there is any doubt or concern over the details of the Port Request before they submit their response.</p> <p>d) <u>Subject to 8.1.7(e), the LSP enters their understanding of the details if they differ from the information presented by the IPMS. This can include addition or removal of Numbers for a Multiple Number Port.</u></p> <p>e) <u>If the Account Number presented by the IPMS is not correct or substantially correct (having regard to the other information presented by the IPMS for the Port Request), the LSP will indicate that they cannot match the Account Number presented by the IPMS to an active account for the relevant Numbers and therefore cannot proceed with checking the Port Request.</u></p> <p>f) The LSP submits their response to the IPMS.</p>	<p>The purpose of this addition is to avoid unnecessary rejections and delays in Port Requests by ensuring that only those Port Requests where there is some doubt about their validity are rejected. For example Port Requests where the phone number and account number closely match, and it is apparent (acting reasonably) that a number has simply been transposed, should not result in a reason for the GSP to have reject the request.</p>
PR7. GSP Checks	8.1.9 (g)	The GSP must reject a Port Request	The GSP must reject a Port Request at	Some of the information

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
LSP Response		at this point if the details are incomplete or incorrect or there is material doubt as to their completeness or correctness.	this point if the <u>required</u> details are incomplete or incorrect or there is material doubt as to their completeness or correctness.	which can be included in a Port Request is optional. The proposed amendment clarifies that this requirement only relates to the “required” information.
Changes to the RFS Date	8.2.3(a)	All parties have the right to change the RFS Date after acceptance of the Port Request and before Port Activation, within the prescribed window. This is addressed in section 8.3.	All parties have the right to change the RFS Date after <u>approval</u> <del>acceptance</del> of the Port Request and before Port Activation, within the prescribed window. This is addressed in section 8.3.	Clarifies the intent.
APC1. Change Requester Initiates APC Process	8.3.3 (b)	An Approved Port Change may be requested: (i) by a Customer; (ii) by the Gaining Carrier, GSP or the Losing Carrier following the discovery of pertinent information that is required for the Port Activation to be carried out successfully; (iii) by the Gaining Carrier, after reaching point PA2T; or (iv) by the Gaining Carrier, GSP or the Losing Carrier after reaching point PA7T in a Port Activation.	An Approved Port Change may be requested: (i) <u>as a result of a request by</u> a Customer; (ii) by the Gaining Carrier, GSP or the Losing Carrier following the discovery of pertinent information that is required for the Port Activation to be carried out successfully; (iii) by the Gaining Carrier, after reaching point PA2T; or (iv) by the Gaining Carrier, GSP or the Losing Carrier after reaching point PA7T in a Port Activation.	The purpose of the proposed change is to clarify that the change will occur as the result of a request of customer, the customer will not directly initiate the change.
Emergency Return	8.7	An Emergency Return may be required if a problem with an activated Port is identified. It may only be used within one Business Day of the completion of a Port Activation, except	An Emergency Return may be required if a problem with an activated Port is identified. It may only be used within one Business Day of the completion of a Port Activation, <del>except in the case of</del>	Refer discussion on previous clause 5.2.2 (renumbered 5.2.7 in Annex 1) of this submission where the

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
		<p>in the case of an unauthorised Port. The Gaining Carrier and the Losing Carrier must agree that an Emergency Return is required, except in the case of an unauthorised Port. The Losing Carrier and Gaining Carrier must coordinate the Emergency Return as mutually agreed. Notice periods for RFS Dates do not apply.</p> <p>The Emergency Return must use an existing completed Port Activation as a reference. The Emergency Return does not have to reverse all Numbers in a given Port. An Emergency Return will be processed in exactly the same way as a normal Port Activation, except that the RFS Date rules are not enforced.</p> <p>The IPMS will require the SOM Number of a previously completed Port. The IPMS will check that the Port was activated within a Business Day of the request of the Emergency Return. Numbers that did not Port successfully in the original Port Activation cannot be returned.</p> <p>The Gaining Carrier initiates the Emergency Return in the IPMS. The Gaining Carrier must get agreement from the Losing Carrier for the RFS</p>	<p><del>an unauthorised Port.</del></p> <p>The Gaining Carrier and the Losing Carrier must agree that an Emergency Return is required, <del>except in the case of an unauthorised Port.</del> The Losing Carrier and Gaining Carrier must coordinate the Emergency Return as mutually agreed. Notice periods for RFS Dates do not apply.</p> <p>The Emergency Return must use an existing completed Port Activation as a reference. The Emergency Return does not have to reverse all Numbers in a given Port. An Emergency Return will be processed in exactly the same way as a normal Port Activation, except that the RFS Date rules are not enforced.</p> <p>The IPMS will require the SOM Number of a previously completed Port. The IPMS will check that the Port was activated within a Business Day of the request of the Emergency Return. Numbers that did not Port successfully in the original Port Activation cannot be returned.</p> <p>The Gaining Carrier initiates the Emergency Return in the IPMS. The Gaining Carrier must get agreement from the Losing Carrier for the RFS Date of the Emergency Return.</p>	<p>parties have proposed an alternative approach to reverse unauthorised ports.</p>

Section	Clause	Current wording in the Commerce Commission Draft Determination	Proposed Amendment	Comment
		Date of the Emergency Return.		
IPMS Capabilities	9	Refer section 9 of the LMNP Terms	Refer Annex 2.	Section 9 of the LMNP Code was prepared to assist the vendor in the development of the Technical Specification for the IPMS. The parties believe much of this is no longer appropriate to be included in the LMNP Terms. As most of the information is not relevant to the LMNP Terms, we have proposed a much shorter section to replace it. Refer Annex 2 for details of the proposed changes.
Appendix, Table 1		The following is a list of the required items to include in a Port Request, with their relevance to different types of ports:	The following is a list of the <del>required</del> items <u>which are either required or optional (as specified in Table 1) to be included</u> in a Port Request, with their relevance to different types of ports:	In line with the change to 5.1. 6, not all of the information is “required” some is “optional” and some “n/a”.