



8 September 2008

Tom Forster
Commerce Commission
44-52 The Terrace
PO Box 2351
Wellington

Dear Tom

Cross Submissions on the Commerce Commission's Draft Standard Terms Determination for Mobile Co-location ("the draft STD")

1. Please find enclosed Telecom's cross submissions on the Commerce Commission's Draft Standard Terms Determination for Mobile Co-location.
2. Enclosed with this covering letter are Telecom's executive summary and cross submission on submissions from other parties.

Yours sincerely

A handwritten signature in blue ink, appearing to read "JWS", is written over a light blue rectangular background.

John Wesley-Smith
Head of Regulatory Affairs (NZ)



**Telecom New Zealand Cross-Submission on the draft
Commerce Commission Mobile Co-location STD**

Executive Summary

Public Version

8 September 2008

EXECUTIVE SUMMARY

1. To assist the Commerce Commission (the "**Commission**") with its preparation of the final Standard Terms Determination for the mobile co-location service Telecom provides comments on the submissions made on the Commission's draft Standard Terms Determination ("**draft STD**").
2. Telecom is pleased to note that the industry's views are aligned on a number of key issues. Telecom would urge the Commission to listen to the industry as a whole and the experience it is able to bring to the process. This will help the Commission to achieve an outcome that is good for end users.
3. Telecom has sought to provide examples of its own experience in this cross submission. Telecom hopes this will assist the Commission because Telecom is in a unique position among the industry players in that it provides co-location on a range of sites to a range of customers. It has also previously been an Access Provider and has been responsible for developing and delivering regulated services.
4. Telecom identifies below some of the key pieces of industry experience that the Commission should bear in mind when it is drafting its final STD.

Asymmetric regulation

5. Telecom is concerned to note that some of the submissions suggest that the Commission should impose asymmetric regulation based on either the size of the company or whether an operator already has an existing network. In particular Woosh has asked for different regulations for big and small companies and in doing so it has implicitly demonstrated that it would find it difficult to deal with what it describes as "expanded service levels". Similarly NZ Communications Limited specifically requests asymmetric regulation in regard to Greenfields sites. These requests for asymmetric regulation suggest that regulations are currently pitched at a level which smaller companies or new operators may be unable to deliver on and may therefore be inefficient.
6. It is not appropriate from a policy perspective to have different co-location services applied to different Access Providers, on the basis either of their size or the length of time they have been participating in a market, and nor is this supported by the Act. A litmus test for whether a request from an Access Seeker is reasonable is whether they would be able to comply with a requirement themselves.
7. Telecom does not consider that there should be a regulated service which includes steps or timeframes that are able to be removed for smaller operators. There should only be one regulated mobile co-location service and this should only include steps that are key to the efficient delivery of the basic service. If an Access Seeker wants "enhanced service levels" from a specific Access Provider they would be free to negotiate these with an Access Provider commercially.

Interference Management and Design

8. The evidence provided by the network operators that commented on unacceptable performance degradation suggests that the Commission's choice to set the threshold at 1.0 dB of interference may result in impacts to end user services. A number of the parties that submitted on this point provided clear guidance to the Commission that a loss in the total link budget of 0.5 dB is the

level that correctly balances, from an end-user perspective, the services provided by Access Providers and Access Seekers.

9. The industry proposal is a measured one which takes into account the potential detrimental effects both to current services and future high speed data services both within a cell and at the cell edge. For example, Woosh, who is operating a mobile data network has highlighted the cost of interference to end-users. Woosh notes that 1 dB of degradation will degrade customer services including "customer cell throughput".
10. The Commission must take account of the evidence that is being provided by the industry to ensure that end user services are not adversely affected by upstream regulation.

Common Format Site Database

11. The industry has previously acknowledged that the Common Format Site Database is one aspect where there is an acute risk of driving prohibitive costs into the process. This has been highlighted again in the submissions.
12. The Common Format Site Database was only ever intended to provide Access Seekers with an overview of the sites that are available. It was never intended to replicate the level of detail that is included in the site data pack.
13. The reason that the TCF agreed to this approach was because the database will include potentially thousands of sites. Providing detailed information for all of these sites would be a costly exercise. Industry experience suggested that dedicated staff would be required to deliver detailed information in the database. This would be a cost that would be borne by the industry and ultimately end users. Providing the detailed information at the site data pack phase ensures that an Access Provider is able to focus its resources on delivering detailed and accurate information on the actual sites that an Access Seeker is considering co-locating on.

Service Levels

14. Woosh and Vodafone have noted that current service level terms are set at a level which is likely to increase the cost of the service. This is consistent with Telecom's experience in delivering other regulated services. In Telecom's experience the shorter the timeframe that an Access Provider is given to deliver a service the greater the number of dedicated staff who will be required. The cost of any additional staff will again be borne by the industry and ultimately end users.

Greenfields

15. As set out previously, Telecom does not consider that Greenfields site builds are caught by the service description in Schedule 1 of the Telecommunications Act 2001. In any event, the complexity associated with this type of build would make it difficult, if not impossible, to regulate Greenfields site builds efficiently. Parties will pursue Greenfields site builds commercially where it makes sense. Telecom is interested in Greenfields builds because it has the potential to reduce network roll out costs. It has discussed the possibility with some of its mobile co-location customers who have confirmed they are interested in looking at co-builds where it will be a win-win for both parties.

16. However, as noted by NZ Communications, a key consideration for the regulation of Greenfields site builds is whether it will inhibit parties' ability to roll out a network. If this occurred it would be to the detriment of end users as it may slow down the competition that would be achieved through the delivery of the new services. This is a key reason why the industry, through the Telecommunications Carriers Forum mobile co-location working party, agreed that this should be a voluntary process. Telecom has not seen any evidence to justify taking a different approach.

Multi Site Application process

17. Telecom is pleased to note that the multi site application process is another aspect of the process where the Commission has been able to achieve industry alignment. Through this process parties have been provided with the flexibility needed to enable them to work together to drive efficiencies into the mobile co-location process where these are available.

CROSS-SUBMISSIONS ON SUBMISSIONS FROM VODAFONE, KORDIA, NEW ZEALAND COMMUNICATIONS, TUANZ, TARANTULA.NET, TEAMTALK and WOOSH

CONTENTS

General Terms	1
Definitions	1
Interests of Third Parties	2
Agreement on Charges	2
Access to Security	3
Default in completing a Project Plan	4
The Access Seeker's Rights and Obligations	4
Cost of Recovering Charges	4
Outages and Planned Outages	5
Responsibility for Faults	5
Service Description	6
Mobile Co-location Service	6
Definition of "power"	6
Service Level Terms	8
Increased number of Service Levels	8
Cumulative and Individual Service Levels	10
Performance Penalties	11
Access Seeker reporting	13
Preliminary Site Approval timeframes	13
Operations Manual	16
Access Seeker Forecasting	16
Access Provider Forecasting Period	18
Access Seeker use of Access Provider's Forecasted Space (camping/squatting)	19
Access Provider Forecasts and the Queue	20
Extension Applications	21
Greenfields - Ultra Vires	22
Greenfields - Compulsory versus Voluntary Process	22
Rejection of an Application	23
Multi-Site Applications	24
Site Data Packs	25
Letter of Notice to Landlord	25
Landlord and Third Party Approvals	26
Right of Relevant Occupation	26
Right of Relevant Occupation - Access Seeker Agreements	27
RMA consent	27
Site Agreement	28
Mobile Co-location Site Build	28
Mast Revision and Extension	29
Mast Replacement	30
Regulating Antenna Minimisation and Re-arrangement	30
Antenna Re-arrangement/Antenna Minimisation Rights and Obligations	31
Relocation	32
Common Format Site Database ("CFSD") - Additional variables in the CFSD	32
Common Format Site Database - Additional information in the CFSD	35
Common Format Site Database - Independent Maintenance of the CFSD	36
Common Format Site Database - Penalties	38
Standard Site Types	39
Utility Services	40
Planned Work Project Plan	40
Planned Work Build	41
Access Control Device	41

Appendix A	41
Access Terms	42
Termination.....	42
Interference Management and Design	43
Definition of Existing Co-locator	43
Unacceptable Performance Degradation	43
Emergency Services.....	46
Engineering Basis.....	47
Implementation Plan	49
Prerequisites.....	49
Goals of Implementation Plan	49
Length of Soft Launch	49
Commencement of Service following Soft Launch	50
Delivery of Common Format Site Database.....	51
Delivery of Enhancements to Operational Support Systems	52
Remedial Actions and Outcomes where the Access Provider does not meet the KPIs..	52
Other issues raised in other parties' submissions	53
Equivalence of service and six monthly reporting.....	53
Imposing Roaming Obligations on an Access Provider	53
Definition of 'Cellular mobile telephone service'.....	54
Determination of TeamTalk as an Access Provider.....	54
Like for Like Access.....	54
Other operational issues identified by Telecom	56
Operations Manual - Detailed Site Design Visit	56
Operations Manual - List of documents to be provided at Site Build.....	56
Operations Manual Appendix J - Full Site Application - Electrical Drawings.....	57
APPENDIX Z	58

Provision	Submission	Submission Reference	Telecom cross-submission
General Terms			
Definitions	<p>Vodafone: The definitions of Building, Cable Housing, Mast and Utility Service include the additional words "or that is to be used". This is incorrect and contrary to the Act, and the Commission has not provided any justification or explanation for the change. The Relevant Facilities under the Act are those structures etc "<u>that are used</u> for the transmission or reception of telecommunications" (emphasis added). If the Access Provider is not actually using the structures etc for that purpose, then they are not relevant facilities under the Act.</p> <p>Apart from being contrary to the Act, we are concerned that Access Providers may be required to allow an Access Seeker to co-locate on a Mast (say) when that Access Provider has not itself made use of the Mast (for whatever reason). We note that a logical extension of these words would mean that any site that an operator was considering designing or was due to be built, would be deemed to be a Relevant Facility, and would therefore need to be available for co-location (including by listing that Relevant Facility in the database) for which an Access Seeker would be able to make an application. This would cover all cell sites which an operator had in its network roll-out plans. This overall lack of clarity raises uncertainties and creates the potential for disputes.</p>	<p>Page 3, Vodafone Detailed Submission on the General Terms, clause 1.1.</p>	<p>Telecom supports Vodafone's submission in relation to the definitions of Building, Cable Housing, Mast and Utility Service.</p> <p>Telecom notes that Vodafone's submission is broadly consistent with Telecom's view as set out in our detailed submission on the General Terms of the Commission's draft STD.</p> <p>Telecom strongly supports this position.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Interests of Third Parties</p>	<p>TeamTalk: TeamTalk does not consider itself to be a cellular network operator, although we operate on many sites that have existing cellular facilities on them. The mobile radio network market is significantly different to the cellular market, the technology is very different and the scale and resources of mobile radio network operators is on a different scale to the cellular operators.</p> <p>Because radio base station sites are often shared, it is imperative that industry standards regarding interference are adhered to. Many customers using mobile radio services are involved in public safety or use the service for mission critical applications and no level of interference would be tolerated.</p>	<p>Page 1, paragraphs 1.2 and 1.3.</p>	<p>Telecom agrees with TeamTalk's submission that the Commission should consider the interests of third parties and protect third parties who are not Access Seekers or Access Providers but are located on the Relevant Facilities.</p> <p>As a Customer of an Access Provider TeamTalk should be protected by the STD. This is consistent with the limits on Access Principles in the Telecommunications Act 2001 and Telecom has previously proposed changes to the Interference Management and Design Document to protect Customers from interference from Access Seekers in its submission on the draft STD.</p>
<p>Agreement on Charges</p>	<p>NZCL: Notwithstanding the status of the Mobile co-location service as a specified service, NZCL remains concerned that the provision of the Service by the Access Provider to Access Seeker can be frustrated by failure to agree Charges.</p>	<p>Page 4, clause 6.</p>	<p>Telecom agrees with NZCL's submission, which appears to be broadly consistent with Vodafone's and Telecom's position that Charges must be agreed before the terms of the STD are to apply. Telecom considers that this should be acknowledged in the STD.</p> <p>Telecom considers that parties will be able to agree price where they both have incentives to do so. Telecom is concerned that the Access Seeker's incentive would be taken away if the Access Provider was required to supply the service before an agreement had been reached.</p> <p>Telecom considers that the STD should acknowledge that agreement on Charges is a significant prerequisite to the supply of any service.</p> <p>Telecom submits that clauses 7.2 and 14.5 of Vodafone's Standard Terms Proposal should be included in the STD to resolve this problem by ensuring that each party has an incentive to agree on Charges.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Voda: We note that the Commission has removed the reference to the Charges having to be agreed. We believe it is incorrect to remove reference to this crucial element of the Terms. If it is not dealt with in the way that we have provided in the STP (which is consistent with one of the principles unanimously agreed by the TCF), then it must be dealt with in some other way.</p> <p>If the Access Provider and the Access Seeker have not agreed the Charges, then they cannot be bound by the Terms. It is a feature of specified services under the Act, that charges have to be agreed and not set by the Commission.</p> <p>An Access Provider cannot be required to provide a service where it has not agreed the Charges. This would be commercially untenable.</p> <p>We do not believe it is correct to bypass the issue of Charges by observing that Charges are unlikely to be an issue. It has to be dealt with and cannot be ignored. In our suggested drafting, we have provided that agreement on the Charges is a pre-requisite under section 6.</p>	<p>Page 5, Vodafone's Detailed Submissions on the General Terms, clause 6.2 and 6.7 (previous).</p>	<p>Consistent with our submission above, Telecom agrees with Vodafone's submission on removal of Charges.</p>
<p>Access to Security</p>	<p>NZCL: For the avoidance of doubt, terms relating to the Access Provider's right of access to Security need to be provided.</p>	<p>Page 4, clause 6.5A.</p>	<p>Telecom does not consider this term should be included.</p> <p>Sub-clause 6.5 of the General Terms is a standard provision, reflecting standard commercial practice and is consistent with other STDs. This has not arisen as an issue in the past and Telecom cannot see it becoming an issue going forward.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Default in completing a Project Plan</p>	<p>Kordia: To meet the concerns outlined in paragraphs 7.1.4(a) and (b) of these Submissions, the following should be inserted as clause 34.8, and the existing clause 34.8 should be renumbered as 34.9:</p> <p><i>In the event that an Access Provider has given Default Notice to an Access Seeker in respect of a Default by the Access Seeker in completing Project Plan under clauses 23 and 24 of Schedule 3, upon expiry of the Default Notice the Access Provider may in its entire discretion complete the work described in the Project Plan or remove the work already done and restore the Relevant Facilities to their former condition immediately before the Project Plan was started and in either case recover the cost of such completion or restoration from the Access Seeker as liquidated damages.</i></p>	<p>Page 9, "Recommended Amendments to Part 6 of Schedule 3", paragraph 8.5.</p>	<p>Telecom agrees with Kordia's submission and considers that a Default Notice is the best way to deal with an Access Seeker failing to complete a Project Plan for the following reasons:</p> <ul style="list-style-type: none"> • A Default Notice has to be provided subject to "reasonable grounds", thus importing an element of objectivity; and • A Default Notice for a failure to provide a Project Plan, as proposed by Kordia, would ensure that the Access Seeker does not occupy space without proceeding with the build process during the Access Seeker's six month "use it or lose it" period. <p>Telecom also considers that this clause would better be placed in section 20 of the Operations Manual, as the new sub-clause 20.2.4; or potentially as part of sub-clause 13.7 of the Access Terms.</p>
<p>The Access Seeker's Rights and Obligations</p>	<p>NZCL: The absolute obligation contained in clause 10.1.5 will generally not be possible for any Access Seeker to meet in all circumstances, and is out of character with the other obligations contained in clause 10.1.</p>	<p>Page 5, clause 10.1.5.</p>	<p>Telecom does not consider that any changes should be made to sub-clause 10.1.5.</p> <p>This sub-clause states that the Access Seeker will "never interfere with the reasonable use of any service by any customer of the Access Provider or any customer of an Other Service Provider." Telecom considers that this must be an absolute obligation.</p> <p>An Access Seeker's absolute duty of care never to interfere with the Access Provider's or other service provider's customers is a key principle of co-location.</p> <p>Moreover, this obligation should not be watered down, as quiet use and enjoyment is a fundamental right of any tenancy.</p> <p>The importance of this principle is reflected in the inclusion of the equivalent clause in other STDs, in particular sub-clause 11.1.5 in the UCLL Co-location STD.</p>
<p>Cost of Recovering Charges</p>	<p>NZCL: The Access Seeker should be given a reasonable time to pay the Access Provider's reasonable expenses incurred by the Access Provider in exercising its rights to recover any Charge.</p>	<p>Page 5, clause 16.5.</p>	<p>Telecom notes that the right to recover any Charges under sub-clause 16.5 of the General Terms is a standard commercial term.</p> <p>The obligation to pay Charges is an absolute obligation, and not one that should be subject to "reasonable" qualifiers. Non-payment of Charges is unacceptable.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Clause 16.5 applies where the Access Seeker has failed to pay the Charges (for example, due to financial or commercial difficulties) and this has caused the Access Provider to enter an enforcement process to get payment. A reasonable period of time would already have passed, and the Access Provider may have incurred costs in its attempt to recover the amount outstanding.</p> <p>Watering down the right to recover expenses incurred in pursuing any non-payment would undermine the purpose of this clause, make the process less effective and be contrary to standard commercial practice.</p>
Outages and Planned Outages	<p>NZCL: The notice that should be provided by the Access Provider should be a written notice as that term is defined using the word "Notice".</p> <p>A similar comment is made here as in relation to clause 20.1.</p>	<p>Page 5, clauses 20.1 and 20.3.2.</p>	<p>Telecom agrees with NZCL's comments regarding the change of the word "advice" to "notice". The definition of "notice" under clause 43 would allow for emails, fax and other means to give the notice.</p>
	<p>Vodafone: Generally, we note the Commission has replaced the word "advice" with the word "notice". The notice requirements in the General Terms are set out in clause 43. These requirements are stricter than would normally apply in an outages situation. For example, there will be occasions where a phone call to the appropriate person is the best way, and the customary way, of conveying information about an outage - however this would not be a "notice" under clause 43. We note that this amendment was not made in any of the existing STDs and we don't believe there is any justification for the change in this instance.</p>	<p>Page 8, Vodafone's Detailed Submissions on the General Terms, clause 20.</p>	<p>Consistent with our preceding submission, Telecom disagrees with Vodafone. It is standard practice to advise any outages by email. Email provides the documented proof that advice of an outage was provided whereas a telephone call does not. This is particularly important given that documentation is necessary for audit purposes.</p>
Responsibility for Faults	<p>NZCL: Given the amendments to clause 21.1 and 21.2, this clause should be mutual.</p>	<p>Page 5, clause 21.3.</p>	<p>Telecom agrees it is reasonable to have a reciprocal obligation.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Service Description			
Mobile Co-location Service	NZCL: NZCL's concern is that the word "co-location" is used in clause 1.2, which does not assist the reader in understanding what co-location means. It should be made clear, using language consistent with the Australian legislation, that the Mobile Co-location Service enables an Access Seeker to install, maintain, operate and remove the Access Seeker's equipment on an Access Provider's Relevant Facilities.	Page 6, clause 1.2.	Telecom submits that the Australian regulation, namely the ACCC code of access to telecommunications transmission towers, sites of towers and underground towers (" ACCC Code ") is different in nature to the STD. The ACCC Code is based on significantly different legislation and should not be used as a drafting precedent. The ACCC Code is more akin to the TCF Code of Co-location of Radiocommunications Services regulated under the Telecommunications Act 2001 that this STD is aiming to replace. As regards the specific concern raised by NZCL, Telecom considers this concern is covered by the definition of "Permitted Use" in the Access Terms which "means operating and installing, maintaining, repairing, altering, removing and/or replacing the Access Seeker Equipment exclusively for the purpose of using the Mobile Co-location Service in accordance with the Mobile Co-location Terms".
Definition of "power"	Kordia: In respect of <i>Utility Service</i> under clause 2 of Schedule 1, Kordia considers it needs to be clarified whether <i>power</i> (see clause 2.3.3) includes the supply of emergency backup power where emergency electricity generation equipment is available.	Page 5, paragraph 5.1.	Telecom submits that emergency electricity generation equipment should not be included in the Service Description for the following reasons: <ul style="list-style-type: none"> • Telecom considers that providing power backup is an equipment supply service, and is not part of the Mobile Co-location Service; • It was agreed in the Telecommunications Carriers' Forum ("TCF") Mobile Co-location Recommendations ("TCF document") that the shared facilities will not include DC power (Part 8 - Mobile Co-location Shared Facilities, third bullet Page 37). Only AC power is envisaged as being operated as part of the Mobile Co-location Service; • A distinction needs to be made between the supply of power in the Mobile Co-location Service and the UCLL Co-location Service. Under the UCLL Co-location Service, all parties rely on the same power supply, whereas under the Mobile Co-location Service parties are likely to be in different cabinets and therefore have their own power supplies; • Different mobile services may use different voltage systems and basic incompatibilities may exist between the systems. In certain circumstances it may not be physically possible to link one service provider's batteries

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>to the equipment of another service provider, and such linking may breach electrical and technical standards.</p> <ul style="list-style-type: none"> • Power outages are likely to occur during an emergency (for example an earthquake or a flood). In these circumstances an Access Provider's battery backup is critical because end users will need to make calls. If the Access Provider is required to supply its own backup batteries to the Access Seeker, its battery life may be reduced to an extent that a field engineer will not have time to get to the Site before service is lost. • The battery is an integral part of the system, and it is standard practice for the Access Seeker to provide its own power and battery as part of its equipment. • In addition to battery backup, generator backup power should also be excluded, since generators may not have spare capacity or be available on each Site.

Provision	Submission	Submission Reference	Telecom cross-submission
Service Level Terms			
<p>Increased number of Service Levels</p>	<p>Woosh: Heavy handed regulation may not be necessary if the determination is fair to both parties. Woosh is concerned that heavy handed regulation may impose an unnecessary management burden, particularly as Woosh has no forecast of the demands of Access Seekers. As a small company, Woosh would have difficulty supporting the expanded service levels. Proposal: Revisit the service level measurement points with a view to reduce the burden for reporting. If the expanded service levels cannot be reduced, then differentiate obligations between big and small companies; a small company (with less than 300 sites on the database, for example) would have a less stringent set of service levels to meet. Bring penalties into line with other determinations (e.g. 7%).</p>	<p>Page 2, paragraph 4 "Service levels and penalties".</p>	<p>Telecom agrees with Woosh that the draft STD introduces "heavy handed regulation" and that such heavy handed regulation is unnecessary. The view that the regulation in the draft STD is heavy handed is illustrated by the fact that Woosh has implicitly acknowledged that it will have difficulty complying with the requirements by asking for different regulation for big and small companies.</p> <p>Telecom submits that regulation has to apply equally to all parties and does not consider that a distinction should be made between big and small companies as suggested by Woosh for the following reasons:</p> <ul style="list-style-type: none"> • It is an established regulatory principle that asymmetrical regulation should not be introduced. Regulation has to have consistent provisions across the industry; • Asymmetrical regulation would introduce uncertainty for Access Seekers in relation to the service they may receive from different providers. <p>As a multilateral agreement, the STD has to guarantee the same service levels from all Access Providers.</p> <p>The Commission must bear in mind the interests of both large and small Access Providers when setting service levels and introducing major penalties.</p>
	<p>Vodafone: Vodafone is concerned that the Commission has sought to make amendments which seek to speed up the co-location process, but without giving due consideration of the associated costs. However, the draft STD contains no analysis of the increase on costs which will result from the additional requirements on Access Providers in providing the service.</p> <p>It is incontrovertible, however, that increasing the service levels required of an Access Provider will increase the costs to it of providing the service. In order to ensure that it has the resources constantly available to meet the timeframes imposed by the new service levels in the draft STD, Vodafone estimates that it will need to</p>	<p>Pages 33-34, Vodafone Main Submission, paragraphs 90-94.</p>	<p>Telecom agrees with both Vodafone and Woosh in relation to the 'gold plating' of the service levels in its draft STD.</p> <p>The increase in the number of service levels (especially when combined with the proposed doubling of the penalties from 7% to 20%) will significantly increase the cost of delivering the service. This is because more staff will be required to ensure that these service levels are met.</p> <p>Where a step in the process has both a short lead time and a penalty for failure to meet its service level, the Access Provider would have to provide additional resources to ensure the service level is met. Such additional resources would likely be idle if no, or only a small number of Applications were received.</p> <p>'Gold plating' the service through heavy handed and onerous service levels will only create inefficiencies and increase the costs</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>allocate significantly greater resources than originally contemplated by the STP. For instance, while the Commission believes the enhanced forecasting regime that it is proposing will minimise this impact, the reality is that with only five Working Days between the issue of the STD and launch, no effective forecasts will be available before an Access Provider is at risk. Accordingly, from the outset, all Access Providers - including those that expect mostly to be Access Seekers of this service - will need to resource to levels sufficient to mitigate the SLT risk.</p> <p>We believe that all Access Providers, as reasonable and rational commercial entities, will seek to recover these increased costs either from their Access Seekers or their consumers. In turn, this may erode some of the cost reduction benefits which flow from co-location.</p> <p>Further, in the event that a higher penalty regime is included in the final STD, Access Providers will inevitably seek to build an appropriate risk premium into the charges applied to co-location, thereby raising the overall cost of co-location. Vodafone does not believe this is of benefit to End Users.</p> <p>Overall, it appears that the co-location service has become one which is 'gold plated', without any due consideration of the resultant costs or of the degree to which this gold plating will lead to an actual incremental increase in co-location and competitive benefit for End - Users.</p>		to both Access Seekers and end users.

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Cumulative and Individual Service Levels</p>	<p>Vodafone: Vodafone considers that such a regime is inequitable and submits that the Commission should select one regime as applicable, but that it should not retain both.</p> <p>Vodafone's preference of the two regimes included by the Commission is that of the cumulative delay days approach provided however that the maximum penalty applicable under that regime in respect of any one site is capped so that it does not exceed 7% of the monthly charge.</p> <p>We do not believe that the Access Provider should be subject to two sets of Performance Penalties arising out of the same Service Level failure. We note this is effectively contrary to the double jeopardy principle.</p> <p>In this regard, we note the MED guidelines in relation to the recommended regulatory framework for the financial and securities market discusses the possibility of disciplinary bodies breaching double jeopardy rules. The key issue (as set out by the House of Lords in <i>Innterpreneur Pub Company (CPC) & Ors v. Crehan</i> [2006] UKHL 38) is the nature of the fine/penalty imposed by the regulatory body. If the penalty is intended to be compensatory, the imposition of a second penalty could effectively change its character to punitive and raise issues of double punishment. Our preference is for the cumulative delay days approach in clause 8.2.</p>	<p>Page 32, Vodafone Main Submission, paragraphs 86 and 87 of; and page 16, Vodafone Detailed Submissions on the Service Level Terms, clause 8/8.5.</p>	<p>Telecom agrees with Vodafone's view that introducing two sets of penalties would be inequitable for the following reasons:</p> <p>Punitive purpose: Telecom considers that such an approach would change the purpose of service levels. The purpose of service levels is to drive the right behaviour by selecting the key bottlenecks in the service delivery process and setting tolerance levels for the minimum acceptable level of performance in relation to such bottlenecks to ensure efficient and timely delivery of the service. Penalising the Access Provider twice for a single failure to meet a service level changes the purpose of the service levels from that of driving the right behaviour in order to achieve timely delivery of the service to acting as a punitive measure.</p> <p>Driving the wrong behaviour: Service levels designed to act as a punitive measure will not drive the right Access Provider behaviour. They will inevitably result in Access Providers having to focus their resources on tasks which are not key and which do not create bottlenecks in the process. This will remove any flexibility for enhancement of the service provided.</p> <p>Increased costs: Including a double set of penalties would raise the Access Providers' risk profile and inevitably increase the overall cost of the Mobile Co-location Service.</p> <p>Inconsistency with other STDs: Including a double set of penalties is inconsistent with all other STDs.</p> <p>Telecom also considers that it would be inadequate to adopt both individual and cumulative service levels as alternatives to one another, as this would require the Access Providers to develop two different reporting systems, available at all times, which would be costly, inefficient and not workable within the implementation timeframes.</p> <p>Telecom considers, based on its experience, that the Access Seekers are better served through individual service levels for a defined set of key bottlenecks and that these should be retained, consistent with other STDs, and standard commercial practice.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Performance Penalties</p>	<p>NZCL: In our view, Performance Penalties are better set at a dollar figure chargeable for each instance in a calendar month when the Access Provider's performance falls below the specified Tolerance Level with such amount, indexed for inflation and otherwise reviewable by the Commission from time to time. In NZCL's view, in relation to Items 1, 3, 6, 8, 9, 11, 13, 15, 19,20 and 21 of Appendix 1, the Performance Penalty should be \$2,000 for each instance in which the Tolerance Level is exceeded.</p> <p>In relation to Items 2, 4, 5, 7, 10, 12, 14, 16 and 17, the Performance Penalty should be \$2,000 multiplied by the number of instances during the calendar month when the Access Provider's performance falls below the specified Tolerance Level.</p> <p>In relation to Item 22, the Performance Penalty should be \$2,000 for each Fault Restoration Hour that the Service Level Default continues not to be resolved.</p>	<p>Page 12, Appendix 2.</p>	<p>Telecom submits that dollar figure penalties, as proposed by NZCL, should not be adopted for the reasons set out below:</p> <p>Increased cost of providing the service: Telecom submits that setting a dollar figure as a punitive penalty for each service level (especially when combined with the proposal that the STD should include penalties for both individual and cumulative service levels), will drive a higher price of the Mobile Co-location Service.</p> <p>Disproportionate penalties: Telecom considers that the penalties proposed by NZCL are not proportionate to the actual impact on the Access Seeker from Access Provider's failure to meet a service level.</p> <p>For example, a Site Data Pack may cost \$250. Where the Access Seeker requested 11 Site Data Packs, it would pay \$2750. Should the Access Provider fail to meet a service level for 3 of the 11 Site Data Packs by one day (thus falling below the 90% tolerance level), the penalty would be \$4000. The Access Provider penalty would be substantially higher than the fee charged for the delivery of the service.</p> <p>A penalty of \$4000 would also be disproportionate to the impact on the Access Seeker from the Access Provider failing to meet a service level by one day. The Commission has estimated that the process would take approximately 125 days. One day out of approximately 125 would have a marginal, if any effect on the timing of the overall process.</p> <p>Setting minimum prices: It appears that NZCL is attempting to address the concern that an Access Provider might undercharge for a step in the process to limit the penalty it would have to pay where it fails to meet a service level.</p> <p>Telecom notes that this type of approach would not line up with the commercial realities of providing the Mobile Co-location Service.</p> <p>Each step in the process is unique and standalone and needs to be charged for on that basis.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>If an Access Provider does not recoup its costs at the time they are incurred there is no guarantee that they will be able to recoup them further down the process path. For example, an Application might end up being rejected, or the Access Seeker may decide not to proceed with an Application. If an Access Provider had not charged for costs at the time they were incurred it could leave it “high and dry”.</p> <p>The commercial reality is that the Access Provider will need to ensure it recovers the costs of providing the service at the point in the process when they are incurred.</p> <p>Inconsistency with other STDs: Telecom notes that no other STD has included a dollar figure for performance penalties, and sees no reason why this should be so for the Mobile Co-location Service.</p>
	<p>NZCL: To ensure that the Cumulative Performance Penalty acts as sufficient incentive NZCL proposes that (e) be amended from \$500, to \$2,000. A key observation here is that Access Seeker forecasting cannot be accurately undertaken until such time as the Standard Site Types are agreed and fully incorporated in the Common Format Site Database.</p>	<p>Page 13, Appendix 3.</p>	<p>Please refer to our submission on cumulative penalties above.</p> <p>As regards the example given, Telecom notes that there is no service relating to Standard Site Types.</p> <p>The Access Seeker forecasting provisions in the Operations Manual require forecasting of the number of cell sites per Territorial Authority, not per Site Type. Telecom cannot see a link between a Standard Site Type and the Access Seeker forecast.</p> <p>The purpose of an Access Seeker forecast is to estimate the number of future Applications to enable the Access Provider to ensure it has the resources to meet its service levels.</p> <p>It may be that NZCL classifies particular types of sites for its network planning, but this type of classification has no impact on the Access Provider and is not linked to the Access Seeker forecasting requirements.</p> <p>Therefore, Telecom submits that Standard Site Types are irrelevant for the purposes of Access Seeker forecasts.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Access Seeker reporting</p>	<p>NZCL: A mechanism is required to enable the Access Seeker to provide information to the Access Provider that a Service Level has been breached and for that information to be included in the report referred to in the existing clause 6.1.</p>	<p>Page 6, clause 6.1.</p>	<p>Telecom does not consider that there is a need for a requirement as proposed by NZCL.</p> <p>Telecom notes that under sub-clause 6.1 of the Service Level Terms, the Access Provider is required to provide both the Access Seekers and the Commission with a report every month.</p> <p>The Access Seeker may review the monthly report and provide feedback to the Access Provider.</p> <p>Where the Access Seeker disagrees with the monthly report or does not consider the response received from the Access Provider via feedback and assessment satisfactory, they have the options of either dispute resolution or contacting the Commission.</p> <p>Introducing additional reporting and feedback requirements would require more resources and processes, consequently increasing the costs of providing the service without adding any value to either party.</p>
<p>Preliminary Site Approval timeframes</p>	<p>Vodafone: "Issue Preliminary Site Approval or notification of rejection to the Access Seeker within 10 Working Days of Receipt Time of the Full Site Application".</p>	<p>Page 11, Vodafone Mark up of the draft STD Service Level Terms, item no. 12.</p>	<p>Telecom disagrees with Vodafone's inclusion of the 10 Working Days timeframe for the decision on the Access Seeker's Full Site Application (item 12 of Appendix 1 of the draft STD's SLTs and sub-clause 16.4.3 of the draft STD Operations Manual).</p> <p>As discussed in our Detailed Submission on the Service Level Terms of the draft STD, ten Working Days is not a sufficient timeframe for the actual work involved with Preliminary Site Approval.</p> <p>Telecom cannot see why the Commission would opt for less than the 20 Working Days which is allowed for in the TCF Code.</p> <p>Telecom's experience in providing the Mobile Co-location Service on a commercial basis under the TCF Code has shown that the full 20 Working Days are required for the processing of a Full Site Application and granting (or not) the Preliminary Site Approval.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Preliminary Site Approval is the most important and complex step in the process and:</p> <ul style="list-style-type: none"> • Involves a number of variables to be considered by a number of external parties; • Relies on external specialists, vendors, structural or RF engineers who may not always be instantly available; • Requires the Access Provider to review the external feedback; and • Requires the resolution of any conflicts, inaccuracies or deficiencies between the Access Provider and the external resources. <p>In particular, the following specialist resources are required:</p> <ul style="list-style-type: none"> • A Structural Engineer to address matters relating to the ability of the structure to carry the increased loading required by the proposal. This work can take up to 10 days; • An RF engineer to assess interference issues and RF health and safety concerns. Typically this work takes 1 – 2 days; • An Investment Manager to assess the overall impact of the Mobile Co-location application on the asset involved. Typically this work takes 2 – 3 days; • A Property Manager to assess lease issues. Typically this work takes 1 – 2 days; and • A Site Manager to review logistical issues involved in the planned site build. Typically this work takes 1 – 2 days. <p>The RF Engineer will usually need to liaise with the Structural Engineer regarding placement issues for antenna as these have an impact on both structural and RF parameters and therefore a degree of sequential working is required.</p> <p>Similarly, Investment Managers and Property Managers need to liaise with each other and the Site Manager needs to have information from the other resources to make their final assessment.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Considering the above data and allowing for absences due to illness or other unforeseen circumstances, Telecom considers that 20 Working Days is a realistic timeframe for the processing of a Full Site Application.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Operations Manual			
<p>Access Seeker Forecasting</p>	<p>Woosh: Access Seekers should be required to submit forecast information three months in advance of a co-location request. This should apply where an Access Seeker submits more than two requests in any month, and is so the Access Provider can staff the co-location function. A performance metric would need to be applied to the accuracy of the forecast. Proposal: Require Access Seekers to forecast demand 3 months in advance for quantities above 2 access requests in any calendar month and penalise forecasting which is out by +/- 20%.</p>	<p>Page 2, "Access Provider perspective", Forecasting.</p>	<p>Telecom submits that the tolerance levels should be consistent with previous STDs and kept at +/-10%, for the following reasons:</p> <ul style="list-style-type: none"> Increasing the tolerance levels to +/-20% would provide too much scope for inaccuracy, which would result in Access Providers being unable to adequately resource to meet their required service levels. Telecom would apply overforecast and underforecast impact on an aggregate level, which would minimise the potential impact on smaller Access Seekers' forecasts. <p>Access Provider resourcing</p> <p>The Access Provider needs to assess the Access Seeker's forecast by application type, and will therefore engage different resources to deal with different forecasts.</p> <p>To illustrate the impact of increasing the tolerance level from +/-10% to +/-20%, Telecom has developed an example in relation to Site Data Packs, as set out below:</p> <ul style="list-style-type: none"> Estimated time required to process a Site Data Pack Application is 8 Business Hours per resource; Where a total of 100 Site Data Pack Applications are forecast, on-forecast Applications would equate to a requirement for 800 Business Hours of Access Provider resource; Underforecasting tolerance of +10% would require additional 80 Business Hours of resources; and Underforecasting tolerance of +20% would require additional 160 Business Hours of resources, i.e. double the requirement for +10%. <p>Telecom therefore submits that increasing the tolerance levels to +/-20% as proposed by Woosh would have a material impact on Access Providers' resourcing.</p> <p>Having to resource within the +/-20% tolerance level would be inefficient and costly.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Aggregate calculation of overforecasts and underforecasts</p> <p>Telecom would apply overforecast and underforecast impact on an aggregate level, which would minimise the potential impact on smaller Access Seekers' forecasts. For example:</p> <ul style="list-style-type: none"> • Where the total forecast volume per all Access Seekers is 50 Site Data Pack Applications per month; • Within that total, one Access Seeker forecasts 3 Applications, but only submits 2; • Applying the overforecast individually to that one Access Seeker would mean that their overforecasting by 1 out of 3 would equate to over 33%, thus significantly exceeding the tolerance level of +/-10%; • Whereas, applying the overforecast in aggregate across all Access Seekers would mean that the one Access Seeker's overforecast by 1 out of 3 would in fact be 1 out of 50, thus equating to 2% and being significantly within the +/-10% tolerance level.
	<p>Vodafone: Vodafone's understanding of the process is that, forecasting accuracy is ascertained by the sum of the volume of several different types of Applications (Interference Desktop Studies, Site Data Packs, Initial Site Application and Full Site Applications) being compared to the sum of those applications forecast, across all Access Seekers. It is possible that on an overall volume basis, underforecasting for a particular type of Application could be effectively cancelled out by overforecasting for a different type of Application. The overall statistical result might indicate that the overall volume of all Applications was within the nominated range of forecast accuracy; however, the Access Provider may have received a type of Application in a particular quarter that was not in fact forecasted.</p> <p>To counter this potential issue, Vodafone submits that the accuracy of Applications should be calculated on a per Application basis, i.e. the 90-110% accuracy is measured for each particular type of Application across all Access Seekers.</p>	<p>Page 21, Vodafone's Detailed Submissions on the Operations Manual, clause 8.3.</p>	<p>Telecom supports Vodafone's submission on sub-clause 8.3. Telecom agrees with the view that Access Seeker forecasts should be done per Application type.</p> <p>Telecom notes that each application type is an individual step of the process and cannot be derived from other forecast volumes. For example, an Access Seeker may place twenty Site Data Pack requests which would result in ten Full Site Applications and five Detailed Site Design Visits. It is therefore logical that forecasting accuracy should apply to individual types of Applications, per Access Seeker.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>An Underforecast of one type of Application should therefore mean that the Access Provider is not required to meet the Service Level Terms that relate to that type of Application.</p> <p>Vodafone has suggested a redraft of the Access Seeker Forecasting section, so that forecasting accuracy is measured by Application type. Further, different resources are allocated to the different types of Applications, and it is appropriate that forecasting accuracy applies to individual types of Applications. Also, it is important that the relief from Service Level requirements is applied to those particular types of Applications that have been underforecast.</p>		
<p>Access Provider Forecasting Period</p>	<p>Woosh: A period of 5 years was suggested in the 'Vodafone' document. This was consistent with the 'use it or lose it' provision in the Dec 2007 spectrum auction. A controlled, nationwide rollout of a mature technology will take in excess of three years. The technologies currently under discussion (WiMax and LTE), and for which companies have paid licence fees, are not mature. Therefore, it seems reasonable that an access provider could reserve space for a future technology of a minimum of 3 years, and a maximum of 5 years. Woosh has no difficulty with the concept of temporary use of reserved space by an access seeker, provided the 'notice to quit' terms are sacrosanct (not gamed by the access seeker for PR advantage). Proposal: Revisit the reservation of antenna space for future use to allow 3 to 5 years reservation.</p>	<p>Page 3, paragraph 1 "Reservation of antenna space for future use".</p>	<p>Telecom considers that a forecasting horizon of five years is vital for deployment of new technology.</p> <p>Telecom notes that there are two key factors to be considered when putting together a business case for the deployment of new technology and these need to be aligned. These are:</p> <ul style="list-style-type: none"> • Acquisition of spectrum; and • Network rollout requirements. <p>Acquisition of spectrum: As discussed in our submissions on the draft Vodafone STP and the draft STD, a forecasting period of five years is consistent with the five year "use it or lose it" period applied by the Government to recent spectrum acquisitions.</p> <p>Network rollout requirements: As discussed in our Detailed Submission on the Operations Manual of the draft STD, it is unworkable for any service provider to rollout new services across New Zealand within two years. New services are generally rolled out in stages, and a five year forecast horizon would reflect the timeframe required for any effective rollout.</p> <p>Telecom submits that any shortening of the five year timeframe will undermine an Access Provider's ability to prepare an effective business case to introduce new technologies. This could undermine competition in the supply of services to end users.</p> <p>Please refer to our Main Submission on the draft STD, pages 19-22, and our Detailed Submission on the Operations Manual, pages 6-7.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Vodafone: Vodafone is of the view that a period of two years as the forecast timeframe for Access Providers is too short. We are greatly concerned that this period is insufficient to enable us to meet our current roll out plans for our high-speed LTE and MIMO network technologies.</p> <p>As part of this, Vodafone has again proposed that the Access Provider should be entitled to forecast its future requirements for a five year period.</p>	<p>Page 22, Vodafone Main Submission, paragraph 53, and page 25, paragraph 61.</p>	<p>Telecom agrees with Vodafone's position, please see our submission above.</p>
<p>Access Seeker use of Access Provider's Forecasted Space (camping/squatting)</p>	<p>Vodafone: Vodafone therefore proposes that in the event that an Access Seeker wishes to co-locate on a site by using those rights which the Access Provider had forecasted for itself, the Access Seeker can request the Access Provider to advise its anticipated reasonable and actual costs that it would incur if, in the future, it sought to deploy its technology, and was not able to do so due to the Access Seeker's presence. In a practical sense, this would be items such as mast extension, revision or replacement. These costs would only ever become due if and when the Access Provider elected to deploy its technology. The Access Seeker is then able to make an informed decision as to whether it wishes to proceed with the co-location on that basis, or choose some other option (including undertaking the necessary works at that stage rather than waiting until the end of the forecast timeframe).</p> <p>Then, assuming the Access Seeker elects to proceed with co-locating at the site, the Access Provider notifies the Access Seeker when it is ready to execute its forecast requirements, and the Access Seeker confirms to the Access Provider which option it chooses: either to relocate its equipment, vacate the site, or reimburse the Access Provider for those costs which the Access Provider had already notified.</p>	<p>Page 25, Vodafone Main Submission, paragraphs 63 and 64.</p>	<p>Telecom strongly opposes the concept of "camping" and submits that both this concept and the Vodafone proposal are unworkable. Vodafone has attempted to address some of the difficulties associated with this process by providing an alternative solution. However, Telecom considers that Vodafone's proposition does not resolve fundamental issues with camping, and creates further issues, namely:</p> <ul style="list-style-type: none"> • Assessment of Costs: It would be impossible for an Access Provider to accurately assess the future costs related to camping. Any assessment would result in an estimate only. For example, it would have been nigh on impossible to predict the petrol and steel price variations over the past year, or the increase in inflation rates. • Impact of Third Parties: An Access Provider has the obligation to obtain requisite consents and landlord approvals. It would be impossible to assess whether these could be obtained in the future. For example, a party may construct its plans involving the height of the Mast based on current district plan rules. Where such rules subsequently change the Mast height may no longer be within the permitted framework. <p>Telecom considers that Vodafone's proposal legitimises camping and provides the Access Seeker with an unintended power to gain access to the Mast and remain there despite the Access Provider's Forecast. This effectively makes the Access Provider Forecasts irrelevant and undermines the process in the STD.</p> <p>As currently drafted, it is unclear where and how such camping would fit within the process. Telecom considers that any camping applications would have to be subject to the same process as non-camping applications. The Access Seekers should only be able to submit a camping application at the Full Site Application stage.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			The camping Full Site Application would have to contain all the additional information included in the Vodafone proposal and be for a fixed, limited period of time. The Operations Manual should prescribe penalties on Access Seekers where they fail to remove their Equipment from the Relevant Facilities within the six month notice period.
	<p>Kordia: Kordia is concerned that by creating a <i>squatter's right</i> will make it difficult in practice to remove the incumbent Access Seeker when the Access Provider is ready to use its own Relevant Facilities as forecast. Proposal: That clause 9.2.2 of Schedule 3 provides that the relocation of the Access Seeker equipment on the Access Provider's Relevant Facility in accordance with Mobile Co-location Terms has to occur within the 6 months' notice period, unless the relocation is delayed due to an act or omission of the Access Provider.</p>	Page 5, "Access Provider Forecasting", section 6.3-6.4.	Telecom disagrees with Kordia's position, please see our submission regarding Vodafone's proposal above.
	<p>Woosh: Woosh has no difficulty with the concept of temporary use of reserved space by an access seeker, provided the 'notice to quit' terms are sacrosanct (not gamed by the access seeker for PR advantage).</p>	Page 3, paragraph 2 "Reservation of antenna space for future use".	Telecom disagrees with the Woosh position, please see our submission regarding Vodafone's proposal above.
<p>Access Provider Forecasts and the Queue</p>	<p>Vodafone: We note that the Commission has in this clause indicated that the Access Provider is placing itself in the Queue in relation to its current reasonable forecast requirements for capacity. We do not agree that the Access Provider is a part of the Queue. The purpose of the Queue as outlined in section 11 is primarily to manage the relative positions of Access Seekers. This is consistent with the TCF-agreed principles on the queuing section.</p> <p>However, the Access Provider's Forecasts are still subject to the queuing principles of "first come first served" and "use it or lose it". Vodafone has moved the previous clause 11.3.6 to 11.5.5 and offered alternative drafting of section 11.5 to clarify these aspects of queuing in relation to the Access Provider's Forecasts.</p>	Pages 26-27, Vodafone's Detailed Submissions on the Operations Manual, clauses 11.3.6 and 11.5.	<p>Telecom agrees with Vodafone's comment that the Access Providers' Forecast will not be in the Queue, since the purpose of the Queue is to manage the relative positions of Access Seekers.</p> <p>However, Telecom's position is that, where the Access Provider has not used its Forecast, and such a Forecast expires, where a Queue exists, any re-forecasting will be in that Queue. This is distinguished from Vodafone's proposal that such a re-forecast would not be in the Queue, but subject to "use it or lose it" principles.</p> <p>Telecom considers its approach more operationally sound as it will give a third operator (if there is another Access Seeker in the Queue) more visibility in relation to the priority of its Application. This is how Telecom currently operates.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Vodafone submits that the Access Provider's Forecast and the additional Access Provider's Forecasts are subject to the queuing principles ("first come, first served" and "use it or lose it"), but the Access Provider is not actually placed within the Queue itself in relation to its forecast requirements. The purpose of the Queue is primarily to manage the relative positions of Access Seekers. It would for instance be illogical for the Access Provider to "submit applications" to itself or to consider whether to accept or reject its own Applications.</p>		
<p>Extension Applications</p>	<p>Vodafone: We do not agree that the Access Provider's current and reasonable forecast requirements for capacity should not be taken into account when considering whether to grant an Extension Application. This factor should be a mandatory consideration in the context of any Extension Application.</p> <p>Although this is a non-exhaustive list of factors, the removal of one factor from the list, though not excluding that factor, indicates that it is only an optional consideration rather than a mandatory one.</p> <p>The interests of other users (including other Access Seekers at the Relevant Facilities) (clause 11.4.4(c)) as well as the interests of other Access Seekers in the Queue (clause 11.4.4(d)) are factors that must be considered. The Access Providers should be granted similar rights to these parties under this clause, in particular as this consideration is a limit on the access principles under the Act.</p>	<p>Page 27, Vodafone's Detailed Submissions on the Operations Manual, clause 11.4.4(e).</p>	<p>Telecom supports Vodafone's submission on sub-clause 11.4.4(e). Telecom considers that, by removing the Access Provider's current and reasonable forecast requirements for capacity from the consideration of an Extension application, an Access Seeker in the Queue will have a greater impact than the Access Provider.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Greenfields Ultra Vires	Vodafone: Vodafone remains of the view that Greenfields sites fall outside the definition of "Relevant Facilities" under the Act, because a Relevant Facility must be one <u>which is used</u> for the transmission or reception of telecommunications, and must therefore be in existence (emphasis added). Vodafone therefore submits that the process should remain voluntary, but in the event that the Commission determines that the process is to be mandatory, there are a number of requirements to be considered which we have outlined in our submission.	Page 37, Vodafone Main Submission, paragraph 102.	Telecom agrees with Vodafone's submission and supports the view that the Greenfields process is outside the scope of the Telecommunications Act 2001, and consequently outside the scope of the Commission's regulatory powers. Moreover, Telecom notes that, as agreed in the TCF document Greenfields should remain a voluntary process. As set out in our Detailed Submissions on the Operations Manual on the draft STD, including a compulsory and incomprehensive Greenfields process in the STD would only result in delay of network rollouts and therefore delays in delivery of services to end users.
	TUANZ: TUANZ supports the Commission's proposal that Greenfields sites for mobile telecommunications services be subject to a process for determining terms and conditions for co-location access. Such an approach would be pro-competitive and therefore consistent with s 18 of the Act. TUANZ considers that a robust and effective co-location determination may encourage joint-venture or third-party arrangements that support an open competitive service market outside the domain of service regulation.	Page 2, Section 4, "Greenfields Process".	Telecom notes that in its submission on Vodafone's draft STP, TUANZ has recognised that a regulated Greenfields process is outside the scope of the Telecommunications Act 2001, by stating that: <i>"Vodafone has noted that the specific terms of the Act require access to be provided only to a facility that is already in operation and "providing services"...We request the Commission to consider this issue seriously and, if necessary, make a recommendation to the Government to amend the Act accordingly."</i> (TUANZ submission on Vodafone's STP, page 2 "Greenfields moratorium", paragraphs 1 and 3). Telecom submits that this view is consistent with both our and Vodafone's submission on this issue, as noted above.
Greenfields - Compulsory versus Voluntary Process	NZCL: NZCL however is of the view that caution is required in this regard to ensure that Access Seekers are not inadvertently inhibited in rolling out their networks by the need to ensure that the provisions of clause 12 of Mobile Co-location Operations Manual need to be complied with in relation to each and every site they build.	Page 15, clause 12.	Telecom agrees with NZCL that a compulsory Greenfields process as proposed by the Commission in its draft STD may result in parties being "inadvertently inhibited in rolling out their networks" and notes this is consistent with our view as set out in our Detailed Submissions of the Operations Manual on the draft STD.
	NZCL: For the avoidance of doubt, the Greenfields co-location provisions should also ensure that an asymmetrical approach is taken such that if an Access Seeker is required to construct a new site in a cell already occupied by an Access Provider, it will not be required to engage in the Greenfields co-location process with that Access Provider.	Page 15, Section 10.1, 12, Operations Manual, paragraph 2.	Telecom notes that an established regulatory principle is that regulators should not make asymmetric regulations. Regulation must have consistent provisions across the industry and should not favour particular parties.

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Woosh: A Greenfield co-location process is complicated and has not been properly discussed. Should such a process be deemed necessary (i.e. regulated), the development of the process should be referred to the TCF for more complete discussion. Proposal: Classify Greenfield site co-location as voluntary.</p>	<p>Page 3, paragraph 4 "Greenfield sites".</p>	<p>Telecom submits that, aside from the compulsory Greenfields process being ultra vires as set out above, as currently drafted it does not include the necessary detail to make it workable. As discussed in our Detailed Submission on the Operations Manual of the draft STD, the process must contain all the necessary detail, including, for example:</p> <ul style="list-style-type: none"> • When the process would come into effect; • Opting-out provisions; • Agreeing the tenure structure with the landlord; • Agreement on RMA and council requirements; • Step-up rights; • Maintenance. <p>Please note that a more comprehensive list of necessary requirements is set out in our Detailed Submission on the Operations Manual of the draft STD.</p> <p>Telecom supports a voluntary Greenfields code, and agrees with Woosh that the TCF is the appropriate forum in which to agree any necessary detail.</p>
<p>Rejection of an Application</p>	<p>Kordia: The current wording of section 13.8.2 creates confusion as to whether the factors listed are exhaustive. The following paragraph should replace the current paragraph: <i>The Access Provider will take into account all relevant factors including but not limited to the following:</i></p> <p>There should also be an addition to section 13.8.2(g) of Schedule 3 after 'the Buildings Act 2004' to meet the concern noted in paragraph 7.1.1 of these Submissions: <i>, the Civil Defence Emergency Management Act 2002.</i></p>	<p>Page 8, "Recommended Amendments to Part 6 of Schedule 3", paragraph 8.1-8.3.</p>	<p>Telecom notes that the list contained in sub-clause 13.8.2 is an exclusive list as it is an extract from the Telecommunications Act 2001 and therefore should not be amended.</p> <p>The purpose of the STD is to provide guidance on the application of the principles set out in sub-clause 13.8.2, rather than to provide further limits on them. For example, in the case of RF interference this guidance is provided via the Interference Management and Design document.</p> <p>Where a party considers that any of the elements of sub-clause 13.8.2 have been inadequately dealt with in the STD, it should provide the details necessary to remedy the inadequacy.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Multi-Site Applications</p>	<p>Vodafone: Vodafone believes that the Multi-Site Application concept would benefit of the Access Seekers providing further information as part of the Multi-Site Application. Particularly this includes an overview of how the project could proceed and the general design and type of equipment that is planned for all of the Relevant Facilities that are the subject of the Multi-Site Application. This additional information will assist the Access Provider to formulate a better Multi-Site Plan.</p>	<p>Page 31, Vodafone's Detailed Submissions on the Operations Manual, clause 14.2.5.</p>	<p>Telecom has considered Vodafone's proposal on the inclusion of sub-clauses 14.2.5(a), (b) and (c) and submits that:</p> <ul style="list-style-type: none"> • While sub-clauses (a) and (b) contain useful information for Multi-Site Applications, sub-clause (b) should not be mandatory; and • That sub-clause (c) should not be included. <p>Vodafone's new sub-clause 14.2.5(a): <i>"an overview of how the Access Seeker proposes the Multi-Site Application could proceed"</i> provides the Access Seeker with flexibility and gives the Access Provider a degree of understanding on how to set up the Project. This would be useful information to have and Telecom agrees with the inclusion of this sub-clause.</p> <p>Vodafone's new sub-clause 14.2.5(b): <i>"the general design and the type of equipment that the Access Seeker proposes to install on all of the Relevant Facilities that are the subject of the Multi-Site Application"</i> would be useful information to have, however Telecom does not consider it should be mandatory.</p> <p>The mandatory requirement for an Agreed Solution or an approved Disagreed Solution (as required under sub-clause 14.2.4) is sufficient.</p> <p>Vodafone's new sub-clause 14.2.5(c): <i>"an explanation of why the Access Seeker considers the Multi-Site Application process suitable in relation to the Relevant Facilities that are the subject of the Multi-Site Application"</i> is unnecessary.</p> <p>Access Seeker's election whether to submit a Multi-Site Application should be volume based and available whenever the Access Seeker wishes to submit over ten Applications.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Site Data Packs</p>	<p>Vodafone: This new wording deviates from the TCF-agreed principle, which states that Site Data Packs are only current as at the day of issue. The new wording also directly conflicts with the second sentence of clause 15.2.2.</p> <p>It would be unfeasible to ensure that the information remains accurate for 10 Working Days following issue of the Site Data Pack.</p> <p>In reality large networks are dynamic with many major changes occurring regularly, suspending or monitoring these activities and co-ordinating with sites subject to a Site Data Pack would be impracticable to achieve. However, Vodafone acknowledges that the Access Seeker should be informed of changes to a particular site that is the subject of a Site Data Pack which may have a material impact on mobile co-location. Vodafone proposes some alternative drafting to achieve this balance.</p>	<p>Page 31, Vodafone's Detailed Submission on the Operations Manual, clause 15.2.7 (and 15.2.2).</p>	<p>Telecom agrees with Vodafone's submission on sub-clause 15.2.7 and notes that this sub-clause conflicts with sub-clause 15.2.2 which includes the requirement that the information in the Site Data Pack only be current as at the day it is supplied to the Access Seeker.</p> <p>The TCF document noted that the "most Site Data Packs will be completed from existing records as a desktop exercise".</p> <p>As discussed in our Detailed Submission on the Operations Manual of the draft STD, the information contained in the Site Data Pack may change on a daily basis, and such changes will mostly be outside of the Access Provider's control. The only aspect of that information that the Access Provider may control is changes to the Access Provider's Forecasts.</p> <p>Telecom considers that its proposal, as set out in its Detailed Submission on the Operations Manual of the draft STD, is an effective compromise, by ensuring that the only information within the Access Provider's control - the Access Provider Forecasts - remains unchanged over the ten day period from the day the Site Data Pack is issued to the Access Seeker.</p>
<p>Letter of Notice to Landlord</p>	<p>Vodafone: Vodafone submits that the more appropriate timing of the sending of a letter of notice to the Landlord should be when the Access Provider receives either an Initial Application, or a Full Site Application. Prior to that point the Access Seeker has not indicated that it will proceed with any Application at all. This minor change of timing would reduce potential instances of Landlords being contacted unnecessarily in relation to Applications that do not eventuate. This new timing would be more efficient for both the Access Seekers and the Access Providers.</p> <p>Vodafone suggests that the Access Provider is required to send to the Landlord, and provide the Access Seeker with a copy of, the letter of notice within 3 Working Days of receiving either an Initial Site Application or Full Site Application.</p>	<p>Page 32, Vodafone's Detailed Submission on the Operations Manual, clause 15.3.1.</p>	<p>Telecom generally agrees with Vodafone's position on sub-clause 15.3.1 and notes the importance of the proposed change.</p> <p>It is critical that the letter is only sent to the landlord once the Access Seeker has committed to the process. Telecom however considers that the <i>only</i> stage in the process where the Access Seeker commits is once it has submitted its Full Site Application.</p> <p>From an operational perspective, the Access Seeker has no obligation to notify the Access Provider that it is not proceeding once it has requested a Site Data Pack, nor is there an obligation on them to proceed past the Initial Site Application stage.</p> <p>Sending an open ended letter that may or may not have any consequences to the landlord at this early stage in the process may frustrate the existing relationships between the Access Providers and the landlords.</p> <p>Frustrating these relationships unnecessarily could have the effect of precluding future co-location.</p> <p>Telecom therefore submits that a letter of notice to the landlord should only be sent once the Access Seeker has committed to the process, which is at the Full Site Application stage.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Landlord and Third Party Approvals</p>	<p>Vodafone: We do not agree that the requirement for the Access Provider to "use its best endeavours" when assisting the Access Seeker to obtain the Landlord's approval adheres to the TCF-agreed principle (underlying the Operations Manual) that the Access Provider is the "enabler" and the Access Seeker is the "implementer". The insertion of the new wording is incorrectly shifting the balance between these two underlying roles, by imposing a greater responsibility on the Access Provider, and in turn lessening the responsibility imposed on the Access Seeker, in obtaining the Landlord's approval.</p> <p>We also note that the principle of "reasonable assistance" was a TCF-agreed principle. The removal of this principle is also incorrectly shifting the balance between the underlying roles of the Access Provider and the Access Seeker as agreed by the TCF. This has the propensity to confuse the accountability for the task.</p> <p>Vodafone submits a return to the wording in Vodafone's STP.</p>	<p>Page 33, Vodafone's Detailed Submission on the Operations Manual, clause 17.2.1(c).</p>	<p>Telecom agrees with Vodafone's submission on sub-clause 17.2.1(c). The TCF-agreed principle that the Access Provider is the "enabler" and the Access Seeker the "implementer" was adopted with intent to appropriately balance the roles of the Access Provider and the Access Seeker.</p>
<p>Right of Relevant Occupation</p>	<p>NZCL: As the variation to the right of Relevant Occupation necessarily requires negotiations with a third party, the requirement set out in 17.4.3(g) can only be the subject of the Access Seeker's reasonable commercial endeavours. It would be an odd result for the Access Seeker not to be able to co-locate because it was not able to achieve the requirements of 17.4.3(g).</p>	<p>Page 7, clause 17.4.3.</p>	<p>Telecom submits that it is essential that Access Seekers satisfy the requirements set out in sub-clause 17.4.3(g) when obtaining their rights of relevant occupation. The purpose of these requirements is to protect both the Access Provider and the Access Seeker.</p> <p>Where these requirements are not fulfilled, either the Access Seeker or the Access Provider, or both, could suffer serious detriment. For example:</p> <ul style="list-style-type: none"> • Where the Right of Relevant Occupation does not include an entire agreement clause, the landlord may enter into lengthy and costly dispute resolution proceedings with both parties in order to establish what terms were negotiated with the Access Seeker; or • Where the Access Seeker negotiates an increase of rental and subsequently leaves the Site, the Access Provider would be left paying that increased rental without any benefit from such payments.

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Finally, without the rights of relevant occupation requirements in sub-clause 17.4.3(g), if the Access Seeker breaches the terms of its occupation both the Access Seeker, the Access Provider and any third parties could be terminated from the Site. Such an outcome cannot be in the best interests of end users.</p> <p>Telecom therefore submits that these requirements are not unusual, nor unusually onerous, but essential in order to protect the rights of all parties on Site.</p>
<p>Right of Relevant Occupation - Access Seeker Agreements</p>	<p>Vodafone: Vodafone understands this new wording to refer to the fact that the Access Seeker may negotiate a separate lease with a landowner as an alternative to mobile co-location with the Access Provider. As such, this is outside the scope of the Mobile Co-Location Service, and is more properly described as co-siting. For consistency, Vodafone submits that this new clause be removed.</p>	<p>Page 34, Vodafone's Detailed Submission on the Operations Manual, clause 17.5.1.</p>	<p>Telecom disagrees with Vodafone's submission on sub-clause 17.5.1.</p> <p>Sub-clause 17.5.1 was proposed by Telecom in order to enable the Access Seeker to have the flexibility to obtain necessary tenure to the Site in a manner which best suits the Access Seeker. Without this sub-clause, the Access Seeker will have to obtain a variation to the Access Provider's lease in every instance, which may not necessarily be the fastest, easiest or cheapest option.</p> <p>For example, an Access Seeker may want to use this option where it requires rights to the land for its cabinet which is outside the Access Provider's lease area, or where obtaining a licence would be quicker and easier than renegotiating the Access Provider's lease.</p> <p>Telecom submits that this sub-clause should be retained.</p>
<p>RMA consent</p>	<p>Vodafone: We do not agree with the removal of the requirement that the Access Seeker must provide a copy of the RMA consents and/or certificates of compliance required in order to fulfil the conditions of the Preliminary Site Approval. The Access Provider must have evidence upon which to determine whether the Access Seeker has fulfilled the condition.</p>	<p>Page 35, Vodafone's Detailed Submission on the Operations Manual, clause 19.2.</p>	<p>Telecom strongly supports Vodafone's submission on sub-clause 19.2.</p> <p>The requirement that the Access Seeker provide a copy of the RMA consents and/or certificates of compliance required should be reinstated in order to ensure that the Access Provider or other users of Relevant Facilities are not liable for Access Seeker failure to obtain the necessary RMA consents.</p> <p>It is currently unclear under the RMA which of the parties on the multi party site is responsible for compliance with the RMA. It is therefore important that the Access Provider ensures all parties on the Site can protect one another from any potential liability.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Site Agreement</p>	<p>Vodafone: We do not agree with the removal of the requirement to execute a Site Agreement. We agree that one characteristic of the Mobile Co-location Terms is that no additional agreement must be executed between the parties for the provision of the Mobile Co-location Service.</p> <p>However, the Site Agreement is intended to capture any special conditions relating to the provision of the Mobile Co-location Service at the Relevant Facilities that was not already provided for under the Mobile Co-location Terms, such as those which might be set by the Landlord. The Site Agreement is also intended to include the commercial terms (such as the charges for Applications etc). Without both of these elements, the provision of the Mobile Co-location Service cannot be completed; therefore, the Site Agreement is a necessary element of the provisioning process.</p>	<p>Page 35, Vodafone's Detailed Submission on the Operations Manual, clause 19.</p>	<p>Telecom strongly agrees with Vodafone's submission in relation to the removal of the Site Agreement.</p> <p>We refer to our Detailed Submission on the Operations Manual on the draft STD which reinforces Vodafone's submission.</p> <p>The Site Agreement or "Schedule of Site specific conditions" is a necessary part of the process and not an additional agreement to be executed between the parties. It is similar to the other aspects of the process that have templates (for example Preliminary Site Approval).</p> <p>The Commission has recognised in other steps in the process that the information to be provided will vary, and the same principle should be applied to the Schedule of Site specific terms and conditions.</p> <p>There should be an additional template setting out the necessary terms and conditions which will apply to the particular Site.</p> <p>Telecom has included a draft template in the form of Appendix Z "Schedule of Site specific conditions" and this is attached at the end of this submission.</p>
<p>Mobile Co-location Site Build</p>	<p>Vodafone: This new clause is necessary in order to ensure that the Operations Manual is consistent with the Interference Management and Design document. This notice period is required so that the Access Provider is able to carry out testing in order to establish benchmarks from which interference caused by mobile co-location can be measured. From these benchmarks, the Access Provider will be able to determine whether Unacceptable Performance Degradation is occurring. This testing will be undertaken over a period of at least 1 week and will need to be undertaken before the physical build by the Access Seeker. The Access Provider, therefore, needs at least 1 week notice of the intention to begin the physical work in order to be able to perform sufficient testing.</p>	<p>Page 35, Vodafone's Detailed Submission on the Operations Manual, clause 21.3.2.</p>	<p>Telecom supports Vodafone's submission on sub-clause 21.3.2.</p> <p>Telecom considers that the one weeks' notice will enable the Access Provider to undertake testing to baseline its interference levels on the Site, if required.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>NZCL: NZCL reiterates its view that clause 21 is overly complex. The implementation phase does not require three periods. Site implementation is all that is required.</p>	<p>Page 8, clause 21.</p>	<p>Telecom disagrees with NZCL's submission on clause 21. Clause 21 reflects the reality of Telecom's experience to date with its current Access Seekers' operational staff. This clause matches the various phases during the build period which require particular information to be provided by both the Access Provider and the Access Seeker to one another.</p>
<p>Mast Revision and Extension</p>	<p>NZCL: When assigning places on the revised or extended mast, the Access Seeker should have the option of requiring that the provision of clause 26 are implemented when the antennas are installed.</p> <p>NZCL's view is that the revised or extended space would not have existed but for the Access Seeker's efforts and expense and as a result any additional space should be at the unrestricted disposal of the Access Seeker.</p>	<p>Page 8, clause 24.4.2.</p>	<p>Telecom notes that Mast Revision and Extension are similar to Mast Replacement and that the same principles should therefore apply.</p> <p>NZCL's submission states that "any additional space should be at the unrestricted disposal of the Access Seeker". Telecom considers that granting this type of exclusive ownership of the extension/revision to the Access Seeker is not practical because:</p> <ul style="list-style-type: none"> • It would place the Access Seeker in an unworkable position of being an Access Provider on the Access Provider's Mast; and • It would be practically unworkable (for example in terms of maintenance) to have part of the Mast owned by the Access Provider and part of it owned by another person. <p>Telecom also notes that this proposal is inconsistent with the other terms of the STD. If this reasoning were accepted, it would follow that the rest of the Mast should be at the unrestricted use of the Access Provider.</p> <p>The fundamental principle of co-location, and the purpose of this STD, is to enable the sharing of infrastructure. NZCL proposal contradicts this fundamental principle.</p> <p>Telecom therefore submits that this proposal should be rejected, and the Commission's drafting in the draft STD retained.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Mast Replacement</p>	<p>NZCL: NZCL's view is that an Access Seeker would not have replaced the mast if it had been structurally capable of accommodating mobile co-location. It would be an odd result then that the Access Provider should benefit from the Access Seeker's expense in the event that a third party Access Seeker wished to use that replaced mast, at least until such time as the original Access Seeker had recovered its costs of that replacement.</p>	<p>Page 8, clause 25.4.</p>	<p>Telecom disagrees with the NZCL submission on sub-clause 25.4. Telecom does not consider that the NZCL proposal should be accepted and submits that the current drafting should be retained, for the following reasons:</p> <ul style="list-style-type: none"> • The Access Seeker is not the only party that has contributed to the infrastructure build. Without the original Site acquisition and work of the Access Provider, the Mast would not have been in existence. It is this work that has ultimately enabled the Access Seeker to replace the Mast; • The Access Seeker will obtain the benefit of owning the replaced Mast; • The Access Seeker will also obtain the benefit of receiving a rental abatement or contribution, proportionate to the additional third party rentals. Third party rentals relate to the entire Site, not only the Mast. For example, apart from the use of the Mast, third party rentals include, amongst other things, the use of Utility Services, site access, site security features and feeder cable runs, all of which are provided by the Access Provider and not subject to any Access Seeker contribution; and • The current drafting reflects the generally established practice in overseas jurisdictions. The only exception is that the current proposal goes further than the overseas equivalents by providing the Access Seeker with the additional benefit of rental abatement or contribution.
<p>Regulating Antenna Minimisation and Re-arrangement</p>	<p>Woosh: Access seekers will want 'like for like' coverage; this is achievable through the use of antenna minimisation. This is not a trivial undertaking, as it implies network for network overlay (neighbour cells all co-located, and frequency plans aligned). Woosh believes antenna minimisation should be used for the occasional fill-in site, not as a network build philosophy. Proposal: Remove the 'like for like' statement from an entitlement to a desirable outcome.</p>	<p>Page 4, paragraph 1, "Antenna Minimisation"</p>	<p>Telecom strongly objects to the inclusion of antenna minimisation or rearrangement provisions in the STD.</p> <p>As discussed in our submissions on the draft STD, Telecom has offered a specific type of antenna minimisation commercially. Telecom does not consider that this should be a regulated requirement under the STD.</p> <p>As summarised in the table below, Telecom is unaware of any other jurisdiction which has forced Access Providers to minimise or rearrange their antennas, while Mast Replacement, Extension or Revision is commonly adopted and regulated, for example, in Australia through the ACCC Code.</p>

Provision	Submission	Submission Reference	Telecom cross-submission						
			<table border="1" data-bbox="1223 300 1924 445"> <thead> <tr> <th data-bbox="1223 300 1453 371"></th> <th data-bbox="1453 300 1688 371">Antenna Minimisation</th> <th data-bbox="1688 300 1924 371">Mast Replacement</th> </tr> </thead> <tbody> <tr> <td data-bbox="1223 371 1453 445">Australia (ACCC Code)</td> <td data-bbox="1453 371 1688 445">No</td> <td data-bbox="1688 371 1924 445">Yes</td> </tr> </tbody> </table> <p data-bbox="1223 491 1933 603">Telecom agrees with Woosh that antenna minimisation should not be a "network build philosophy" but an occasional "fill-in", and such occasional "fill-in" would be best achieved through commercial agreements.</p>		Antenna Minimisation	Mast Replacement	Australia (ACCC Code)	No	Yes
	Antenna Minimisation	Mast Replacement							
Australia (ACCC Code)	No	Yes							
<p data-bbox="185 619 365 786">Antenna Re-arrangement/Antenna Minimisation Rights and Obligations</p>	<p data-bbox="387 619 931 815">NZCL: While it is appropriate that the Access Seeker bear the cost of the design of the proposed location of the antennas, the cost of purchasing the new antennas must remain with the Access Provider. The Access Provider will obtain significant revenue from the Access Seeker as a result of engaging an antenna minimisation.</p>	<p data-bbox="954 619 1193 675">Page 9, clauses 26.3.1 and 26.3.2.</p>	<p data-bbox="1216 619 1933 730">Telecom reiterates its position that the STD should not regulate antenna minimisation or rearrangement as it interferes with the Access Providers' property rights and decisions on how to use their existing infrastructure.</p> <p data-bbox="1216 738 1933 850">Telecom notes that the difficulties associated with mandating antenna minimisation are highlighted by NZCL's proposal. NZCL have proposed that the Access Provider should bear the cost of replacement antenna purchase. This is unreasonable because:</p> <ul data-bbox="1272 858 1933 1200" style="list-style-type: none"> <li data-bbox="1272 858 1933 970">• A party that is forced to make a change to its business should not be required to pay for that change. There is no commercial or legal principle to justify this type of requirement; and <li data-bbox="1272 978 1933 1200">• NZCL proposal does not take into account costs that are additional to the design of the proposed location of the antennas, such as costs for removing existing antennas, installation of replacement antennas, or RMA and other compliance requirements. If these costs are not dealt with they would ultimately increase the cost of delivering the Mobile Co-location Service, with no consequential benefit to the Access Provider. 						

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Relocation</p>	<p>NZCL: The Access Seeker should not be required to undertake any relocation without a third party engineer confirming the same is required (if the Access Seeker so request).</p>	<p>Page 9, clause 28.2.</p>	<p>Telecom disagrees with NZCL's submission on sub-clause 28.2. Telecom submits that relocation is a valuable tool to enable both Access Providers and Access Seekers to maximise the usage of the Relevant Facilities, and sub-clause 28.2 as currently drafted does not cause detriment to either party.</p> <p>In Telecom's experience, relocation is a process which is currently successfully and cooperatively managed with our existing customers.</p> <p>Involving a third party engineer is unnecessary because:</p> <ul style="list-style-type: none"> • It would insert additional time and cost into the process; and • As currently drafted, the STD contains a clear set of obligations that parties must follow, subject to the overriding principle that the Access Seeker shall not suffer any detrimental effects.
	<p>Vodafone: We do not agree that the date of Notice for a request for Relocation of Access Seeker Equipment should be increased from 3 months to 6 months. This increase in time deviates from the UCLL Co-location STD, which provided for a 3 month period.</p> <p>In addition, the Relocation process has been changed from a mandatory process (under UCLL Co-location) to one initiated by a "reasonable request" by the Access Provider. The imposition of a greater Notice period in the "reasonable request" circumstances would be unreasonable. There is also no justifiable reason to provide for such an extended Notice period where the Access Seeker has the right to withhold consent in certain circumstances and where the Access Provider will remain responsible for the reasonable costs of Relocation.</p>	<p>Page 42, Vodafone's Detailed Submissions on the Operations Manual, clause 28.3.1(a).</p>	<p>Telecom supports Vodafone's submission on sub-clause 28.3.1(a), and considers that it adds weight to its submission on sub-clause 28.2 above in that the requirement for a third party engineer would add time and cost to the process.</p>
<p>Common Format Site Database ("CFSD") - Additional variables in</p>	<p>Woosh: Woosh believes the database should be limited to masts and towers (not roof-tops, buildings etc. managed or leased by the Access Provider). General roof-top leases preclude onward leases to third parties, and roof-tops were seen as falling under the voluntary co-siting code.</p>	<p>Page 2, paragraph 3 "Data base".</p>	<p>Telecom supports Woosh submission in relation to limiting the information in the database to masts and towers, but not roof-tops, buildings, etc., and notes that Telecom has made similar arguments in relation to the definitions in the General Terms, as amended by the Commission in its draft STD.</p> <p>Telecom supports the concept contained in the Woosh submission</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>the CFSD</p>	<p>Proposal: Limit database to towers and allow 15 working days for the construction of a compliant database.</p>		<p>that the construction of the CFSD would require more than five Working Days. As discussed in our Detailed Submission on the Implementation Plan on the draft STD, Telecom has assessed the work involved and reiterates the timeline set out in that submission:</p> <ul style="list-style-type: none"> • Day Zero - Access Provider to have developed, and made available to all Access Seekers who have made a request of it, its Common Format Site Database populated with data in accordance with the agreement in the TCF for 60 per cent of the Access Provider's Relevant Facilities. • Day Zero + 40 Working Days - Access Provider to have developed, and made available to all Access Seekers who have made a Request of it, its Common Format Site Database populated with the data required by the STD for 80 per cent of the Relevant Facilities Access Seekers forecast in forecasts provided to the Access Provider on Day Zero + 1 to make Site Data Pack Applications for in the first 24 months. • Day Zero + 110 Working Days - Access Provider to have developed, and made available to all Access Seekers who have made a request of it, its Common Format Site Database populated with all of the data required by the STD for all of the Relevant Facilities Access Seekers have forecast in forecasts provided to the Access Provider on Day Zero + 1 to make Site Data Pack Applications for in the first 24 months. • Day Zero + 125 - Access Provider to have produced to the Commission, with a copy to all Access Seekers that have made a request of it, a report on the progress of the development of the Common Format Site Database. Ongoing - Access Provider to update its Common Format Site Database on a business as usual basis based on Access Seeker Forecasts.
	<p>Vodafone: Vodafone agrees with the Commission that the Sites entered into the database should not be subjectively selected by the Access Provider. Subjectivity was not the intention of the TCF-agreed principle. The TCF participants recognised the practical reality that certain particular identifiable types of Relevant Facilities</p>	<p>Page 43, Vodafone's Detailed Submission on the Operations Manual, clauses 31.1.1 and 31.2.3 and 27.3.5.</p>	<p>Telecom agrees with Vodafone's submission on sub-clauses 31.1.1, 31.2.3 and 27.3.5, please see our submission above.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>cannot support the Mobile Co-Location Service i.e. they are not "physically compatible", and therefore should not be included in the Common Format Site Database. Examples of these types of sites were listed in Vodafone's STP.</p> <p>The TCF-agreed principle's intention was that only masts, under the control of the Access Provider, should be included in the Common Format Site Database, as only those types of Relevant Facilities are the Relevant Facilities that are potentially capable of supporting the Mobile Co-location Service.</p> <p>For example, a roadside council pole with a licence to allow the attachment of antenna may be considered a mast, although control of the pole remains with the council. Furthermore this type of support structure is (objectively) physically incompatible with mobile co-location. As an Access Seeker, Vodafone would not see any value in receiving information on these types of structures in an Access Provider's Common Format Site Database.</p> <p>Vodafone submits that the drafting of this section be clarified to remove any potential for subjectivity, and that a specific and limited list of the types of Relevant Facilities that are deemed not to be reasonably and/or practicably capable of supporting the Mobile Co-location Service be specified.</p> <p>It is Vodafone's view that sites such as those on building rooftops are not "Relevant Facilities" for the reasons given in the General Terms section of this submission.</p>		

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Vodafone: From a practical perspective, if the Commission does not accept Vodafone's submission, the sites within the database will be approximately doubled in number, with attendant increased cost and timeframe requirements. to populate and maintain the information in the Common Format Site Database,. Vodafone directs the Commission to the Implementation Plan section of this submission for the time-delay impact to the Common Format Site Database caused by such an increased scope of information. The additional scope will not however lead to a corresponding increase in mobile co-location under the Mobile Co-location Terms, as the additional sites cannot in actuality and practicality support the Mobile Co-location Service.</p>	<p>Page 43, Vodafone's Detailed Submission on the Operations Manual, clauses 31.1.1 and 31.2.3 and 27.3.5.</p>	<p>Telecom agrees with Vodafone's submission in relation to the complexity of the CFSD.</p> <p>The purpose of the CFSD, as agreed in the TCF document, is to provide a guide for Access Seekers when considering which Sites may be suitable for Mobile Co-location. The costs of the CFSD should be kept low, and the scope of the CFSD in the STD should be contained to the principles agreed in the TCF document.</p> <p>It is clear from the submissions that there is recognition from many in the industry that, should the information contained in the CFSD become too broad and complex, the maintenance and integrity of the database will become onerous, difficult to manage and too costly.</p> <p>The correct resource for obtaining the detailed information is the Site Data Pack. It is at the Site Data Pack stage that the Access Seeker will require more detailed information on the Relevant Facilities.</p> <p>In addition to this, by applying for a Site Data Pack, an Access Seeker elects to incur the costs involved in providing the level of detail included in that Site Data Pack. If that level of detail was included in the CFSD it would result in Access Providers incurring these additional costs for a large number of Sites that Access Seekers will not be interested in. This would be inefficient and contrary to the purpose of the CFSD.</p>
<p>Common Format Site Database - Additional information in the CFSD</p>	<p>NZCL: The Common Format Site Database must also contain the sites classification (if applicable) pursuant to the Standard Site types, as built construction drawings and a photograph which depicts the entire site.</p>	<p>Page 13, clause 31.</p>	<p>The purpose of the CFSD is to act as the initial guide for the Access Seeker which will enable them to select which Sites may be suitable for Mobile Co-location.</p> <p>The CFSD is not intended to include the type of detail that can be obtained on a Site by Site basis in a Site Data Pack.</p> <p>Telecom notes that the TCF Working party discussed which variables should be included in the CFSD and dismissed the idea of including as-built construction drawings and photographs. Telecom agrees that this is the correct approach for the following reasons:</p> <ul style="list-style-type: none"> • Including these additional elements in the CFSD would require additional resources and would consequently increase the costs of maintaining and operating the CFSD. For example, where photographs have to be kept up to date, additional resources must be provided for regular field visits;

Provision	Submission	Submission Reference	Telecom cross-submission
			<ul style="list-style-type: none"> As-built drawings and photographs of the Site, while useful, are not essential for the Access Seeker, since the Access Seeker will have to visit the Site and produce their own construction diagrams and other Site data such as Site photographs; As-built drawings and photographs do not exist in relation to all Telecom Sites. This information could only be provided in the Site Data Pack, if requested and where available; and The Site Data Pack is the appropriate stage of the process for the provision of detailed information. Including this level of detail in the CFSD would result in Access Seekers incurring significant cost for all Sites and not just those Sites that the Access Seeker was interested in. This would be inefficient and contrary to the purpose of the CFSD.
<p>Common Format Site Database - Independent Maintenance of the CFSD</p>	<p>Tarantula.net: New Zealand should adopt an independent, central, and online system for the implementation of the end-to-end co-location process. Such a system will bring advantages such as accuracy, independence, auditing and cost savings. Submission: Tarantula.net has general comments on Appendix U of the Operations Manual and how an off-line form could be converted to an on-line form</p>	<p>Page 7, Section 6, "Benefits of a central independent online system" and page 9, Appendix A, section 8.1, 8.2.</p>	<p>Telecom notes that the TCF agreed on a "Common Format Site Database", not a "Common Site Database". The implication of this distinction is that the intent was to allow each Access Provider to provide its own database, and that the presentation of the information to the Access Seeker would be in "common format". This is distinguished from a "common database", i.e. a centralised database to which all Access Providers would submit information.</p> <p>Telecom also notes that, while the TCF discussed having a centralised, third party operated, database, such a concept was rejected on the grounds that such a database would add cost and complexity without adding any value. Reasons for not having a centralised database include:</p> <p>Cost and complexity: The third party run database would involve complexity that would increase costs as it would require Access Providers to develop interfaces from their databases which would feed information into the centralised database.</p> <p>There appears to be an assumption that, should a centralised, third party database exist, the costs would be absorbed by the Access Providers. The reality is that such costs would trickle down to both Access Seekers and end users.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Duplication: Currently, Access Providers have to provide all the information in their database and publish it. Having to transfer all information to the third party for publishing seems superfluous.</p> <p>Integrity: It appears that the third party value proposition is focussed on the integrity of the information. Telecom considers that a third party management of the CFSD would only risk the integrity of the information provided because:</p> <ul style="list-style-type: none"> • The third party will have no knowledge of the Access Provider's network and systems, and no knowledge which would enable it to assess whether the Access Provider's information is accurate. For example, an Access Provider may state that a tower is 20 metres tall by mistake, where such a tower is 15 metres tall. The third party would have no way of knowing that this information is incorrect and no way of correcting such a mistake; and • Given the database has to be in a common format, the third party would not have a method of assessing whether the information provided by the different parties varied in substance. The party with the requisite knowledge and the ability to assess the accuracy and substance of the information is the Access Provider. <p>Industry agreement: Telecom submits that, if the Commission were to disregard the concerns outlined above and opt for a centralised, third party maintained database, industry agreement would be required on all the business requirements and technical specifications of the database. Such agreement would necessarily involve an RFP process and agreement for adoption of a commercial model. Telecom considers that this would not be possible in the timeframes the Commission is currently considering for the delivery of the final STD.</p> <p>For all of the reasons set out above, Telecom disagrees with the concept of a third party operated database.</p>
	<p>NZCL: An approach which may significantly simplify the arrangements reflected in the Draft STD, and which in our view will add considerable probity to the proposed arrangements, would be to appoint a third party to build, operate and maintain the Common Format Site Database, answerable to the Commerce Commission but funded by</p>	<p>Page 1, paragraph (f).</p>	<p>Telecom disagrees with NZCL's submission; please see Telecom's submission above.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>users. NZCL understands that businesses specialising in such work exist, including a company called Tarantula who we understand will be making some submissions in this regard.</p>		
	<p>Vodafone: We note that the Standard Site Type Solution development process is intended to be applied only to Agreed Solutions (as a pre-requisite), in accordance with the Interference Management and Design document.</p> <p>We suggest that this requirement be clarified to ensure that the Agreed Standard Solution is developed prior to the Access Seeker's submission of a proposal for the development of a Standard Site Type Solution (to be applied to the Agreed Standard Solution).</p>	<p>Page 47, Vodafone's Detailed Submission on the Operations Manual, clauses 32 and 32.5.2(b).</p>	<p>Telecom disagrees with Vodafone's submission. The Standard Site Type concept is no longer required in the Operations Manual due to the introduction of the Site-Type agnostic Multi-Site Application process.</p>
<p>Common Format Site Database - Penalties</p>	<p>NZCL: NZCL submits that there should be penalties on each Access Provider in relation to both:</p> <p>(a) failure to update the Common Format Site Database completed on the last Working Days of each month in the sum of \$2000 per day; and</p> <p>(b) in the event that the Common Format Site Database does not contain, at least monthly, all the accurate information required by clause 31.3.1 in the amount of \$2000.</p>	<p>Page 15, clause 31.3.</p>	<p>Telecom disagrees with NZCL and does not consider that penalties should apply to the CFSD.</p> <p>Telecom submits that the CFSD should only be subject to a "reasonable endeavours" obligation.</p> <p>The CFSD is only intended to act as an initial guide to the Access Seeker, and as such to provide general information on the key attributes of a cell site.</p> <p>The CFSD should enable the Access Seeker to assess which Sites may be suitable for Mobile Co-location.</p> <p>As agreed in the TCF document "the purpose of the CFSD is to enable the Access Seeker to identify the sites that are suitable for the Access Seeker to apply to the Access Provider for the supply of the Mobile Co-location Service".</p> <p>Telecom does not consider that penalties for failing to update the CFSD within particular timeframes and with "accurate information" can be justified for the following reasons:</p> <ul style="list-style-type: none"> • These types of penalties should apply (and currently do apply) to Site Data Packs. Site Data Packs are provided at a cost, and have to be correct as at the time they are supplied. It should be remembered that the purpose, and consequently the process around the CFSD and Site Data Packs are quite distinct. The CFSD is intended to provide an initial assessment, while the Site Data Pack is intended to supply detailed information;

Provision	Submission	Submission Reference	Telecom cross-submission
			<ul style="list-style-type: none"> • Site Data Packs have to contain accurate information as at the day they are supplied. It takes one person one day to produce a Site Data Pack. It is measurable and achievable to provide an accurate Site Data Pack as contemplated by the STD, given the information has to be accurate as at the time it is provided, and it only relates to one Site. In the case of the CFSD, the same activity would have to be undertaken in relation to <i>all</i> Sites, to ensure that the accuracy as contemplated by NZCL is achieved; • Service levels should only apply to key tasks. Where service levels are extended to all tasks, including information guides such as the CFSD, the risk profile of the Access Provider changes and consequently increases the cost of the service; • The purpose of the service levels is to ensure the timely delivery of the overall service. The CFSD is not related to the timely delivery of the overall service. It is merely a preliminary step, assisting the Access Seeker to enter the process; and • NZCL's submission focuses on the "accuracy" of information in the CFSD. Telecom notes that accuracy cannot be defined and will be difficult to measure. • Having inaccuracies in the CFSD would have a very low negative impact, and any penalties would be disproportionate to such impacts.
Standard Site Types	NZCL: NZCL remains of the view that Standard Site Types must be agreed before the STD regime is implemented. Please see our previous Submission in relation to Vodafone's Standard Terms Proposal in this regard.	Page 9, clause 32.	Telecom notes, consistent with our submission on the draft STD, that the Multi-Site Application process removes the need for Standard Site Types.

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Utility Services</p>	<p>Vodafone: The Access Provider's "current and reasonable forecasts" are a statutory limitation to access principles under the Act, therefore are an appropriate factor to be considered in to the context of any upgrade of Utility Services.</p> <p>In contrast, the Access Seeker and other users of the Relevant Facilities do not receive the same protection under the Act. It is reasonable to consider the interests of other users; however, we do not agree that these interests should be expressed as the "current and future requirements of other Access Seekers and users".</p>	<p>Page 48, Vodafone's Detailed Submission on the Operations Manual, clause 34.1.3.</p>	<p>Telecom agrees with Vodafone's submission on sub-clause 34.1.3.</p>
<p>Planned Work Project Plan</p>	<p>Vodafone: We note that the Commission has introduced the concept of a single Planned Work Project Plan for multiple (current and future) Planned Work Applications which relate to "the same types of work".</p> <p>We believe that this would be an efficient way of undertaking Planned Work. However, we believe that a single Planned Work Project Plan should be used in the case of "standard" Planned Work, similar to the application of Standard Site Type Solutions in accordance with the Standard Site Type development process or similar to the Multi-Site Application Process.</p> <p>An example of the type of Planned Work across several sites that may benefit from a single Planned Work Plan would be the proposed installation of a common component, such as a new remote electrical tilt antenna unit. In this type of instance Vodafone submits that the Access Seeker should propose this "standard" approach to the Access Provider at the time the Access Seeker submits the Planned Work Application. However, the use of a Planned Work Project Plan for multiple Planned Work Applications can only be implemented by mutual agreement. In the event that it cannot be agreed during the Planned Work Application process, the Planned Work must proceed on a per Application basis.</p>	<p>Page 50, Vodafone's Detailed Submission on the Operations Manual, clause 47.4.3.</p>	<p>Telecom agrees with Vodafone's submission on sub-clause 47.4.3.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Planned Work Build</p>	<p>Vodafone: We note that the Commission deleted the requirement for compliance with the Interference Management and Design document. However, we submit that it is necessary for this express reference to remain, as the requirement in clause 47.6.4 refers back to the "requirements for interference management in accordance with clause 47.6.3".</p>	<p>Page 50, Vodafone's Detailed Submission on the Operations Manual, clause 47.6.3.</p>	<p>As submitted in our Detailed Submission on the Operations Manual on the Vodafone STP:</p> <p><i>Telecom supports the requirements in sub-clause 42.6.4 that Access Seeker comply with all Interference Management requirements before proceeding to do the build. Consistent with our submission on the inclusion of a pre-approval process for Agreed and Disagreed interference Solutions at the Full Site Application Stage, the Access Seeker should know whether any Unacceptable Interference Degradation is present prior to submitting its Full Site Application.</i></p> <p><i>Therefore, Telecom submits that a requirement that Access Seeker comply with these requirements should be included at the Full Site Application stage, and removed from sub-clause 42.6.4.</i></p> <p>Moreover, a reference to interference in sub-clause 47.6.4 is sufficient.</p>
<p>Access Control Device</p>	<p>Vodafone: There are some circumstances where the conditions of the use of the Access Control Device (which is likely to be either keys or an access card), especially in relation to out of hours use, may be altered by Landlord, for example in the case of updated security procedures. It is reasonable for the Access Seeker to be required to comply with revised security requirements for the use of the Access Control Device. Further, the Access Provider must exercise the amendment of the conditions of the Access Control Device in a reasonable manner.</p>	<p>Page 50, Vodafone's Detailed Submission on the Operations Manual, clause 51.1.2.</p>	<p>Telecom agrees with Vodafone's submission on sub-clause 51.1.2.</p>
<p>Appendix A</p>	<p>Vodafone: The term 'Region' had been amended by the Commission to the term 'Territorial Authority', which is in actual fact an entity. Vodafone believes that what was intended by the Commission's drafting (based on Telecom's submission to Vodafone's STP) was the area comprised within a certain Territorial Authority. Therefore, Vodafone suggests that the term District is used instead (as it is defined in the Local Government Act 2002).</p>	<p>Page 51, Vodafone's Detailed Submission on the Operations Manual, Appendix A.</p>	<p>Please refer to our Detailed Submission on the Operations Manual on the draft STD which discusses the use of "Territorial Authority".</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Access Terms			
Termination	<p>NZCL: The Access Provider's rights should be to remove the Access Seeker's Equipment at the Access Seeker's costs and store same. It is too severe for the Access Provider to own the equipment.</p>	Page 10, clause 13.2.	<p>Telecom notes that sub-clause 13.2 is a standard property clause. An equivalent clause is contained in the ADLS Commercial Lease (clause 32 in version 4 and clause 31 in version 5) which is the most commonly used standard lease template in New Zealand.</p> <p>It is standard practice that where the Access Seeker fails to remove its Equipment within a reasonable timeframe, the Access Provider may, in order to mitigate any further loss to itself, remove and return the Equipment to the Access Seeker at their own cost. Where the Access Provider believes it will not be able to recover the costs of removing and returning the Equipment, it may retain ownership of the Equipment as a means of recouping the loss it has already suffered.</p> <p>Telecom notes that sub-clause 13.2 is intended for situations where the Access Seeker has to stop providing its services due to financial or commercial difficulty. In such situations it is standard practice for the Access Provider to take ownership of the Equipment where the Access Seeker does not, or cannot, remove it.</p> <p>There is no sound commercial or legal ground to require the Access Provider to store the Access Seeker's Equipment indefinitely without being able to recover the costs of such storage.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Interference Management and Design			
Definition of Existing Co-locator	<p>Vodafone: The definition of “Existing Co-locator” is too narrow as it is limited to Access Seekers. Existing Co-locators may have co-located by separate agreement and so have not sought access under these terms and so do not fit within the definition of “Access Seeker”. These entities need to be taken into account as they will be affected and need to be involved in any testing.</p>	<p>Page 59, Vodafone's Detailed Submission on the Interference Management and Design, clause 2.3.</p>	<p>Telecom strongly supports Vodafone's submission that the definition of Existing Co-locator in the Interference Management and Design Document should be broader.</p> <p>Some Access Providers, such as Telecom, already provide co-location services to customers. These customers include local councils, the New Zealand Police and airways. These customers should be protected from interference caused by an Access Seeker.</p> <p>Access Providers are at risk of being in a position where they are required to breach commercial contracts with third parties. This would occur because, under the STD, they are in no position to prevent the Access Seeker co-locating in a position that would cause interference to a third party and the Interference Management and Design Document does not provide a method to remedy any interference that occurs.</p> <p>The inclusion of third parties who have installed and operate equipment on a Relevant Facility in the definition of Existing Co-locator would prevent this occurring.</p>
Unacceptable Performance Degradation	<p>Vodafone: The Commission has set too high a level of loss from the Access Provider's Link Budget at 1.0dB. In doing so, Vodafone is concerned that the Commission has not had sufficient regard to the evidence provided by Vodafone in support of its STP that demonstrates the harmful consequences for network performance that would follow from such a high level of loss in the Link Budget. Vodafone is also concerned that the Commission has over-estimated the incremental benefits that will flow for consumers from having a loss in the Link Budget of 1.0dB as compared to Vodafone's recommended level of 0.5dB. In short, Vodafone believes that any loss for consumers that will follow from raising the level of loss in the Link Budget from 0.5dB to 1.0dB is unlikely to be compensated by an offsetting gain for consumers.</p>	<p>Page 9, Vodafone Main Submission, paragraph 8.</p>	<p>Telecom strongly supports the 0.5 dB threshold for Unacceptable Performance Degradation. Performance Degradation above this 0.5 dB threshold will result in coverage loss at the cell edge and reduced mobile internet speeds for all end users in the cell.</p> <p>Telecom strongly believes that mast extension, revision or replacement is the best solution for interference issues because it ensures that the Access Provider's end users do not suffer the interference losses discussed above and may allow the Access Seeker to gain increased coverage.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Vodafone: ITU reports apparently relied upon by the Commission to support a level of performance degradation at 1.0dB require further clarification. Correct application of this evidence would instead tend to support Vodafone's view that the maximum allowable loss in the Link Budget should be set at 0.5dB.</p>	<p>Page 19, Vodafone Main Submission, paragraph 45.</p>	<p>Telecom agrees with Vodafone's submission that the proposed value in the draft STD of 1.0dB for Unacceptable Performance Degradation appears to be based on Kordia's submission. It appears that the Commission has assumed that this is an industry standard value.</p> <p>Telecom agrees that this value of 1.0dB is often applied to fixed wireless systems, but considers that this is not used as a standard value for mobile services, especially high speed mobile data services.</p> <p>Telecom reiterates its original submission that supported a maximum impact of 0.5dB to the Link Budget. A maximum impact of 0.5dB is appropriate for mobile services providing modern high speed mobile data services because all end-users receiving high speed data from the site (rather than only a proportion of end-users operating at the cell edge) are impacted by the performance degradation to the Link Budget.</p> <p>Telecom notes that Woosh have also submitted that they now consider a 0.5dB Link Budget degradation as the appropriate threshold for Unacceptable Performance Degradation for mobile high speed data services.</p>
	<p>Woosh: Acceptable degradation. Woosh originally accepted 1dB degradation. Our thinking at the time was this was a nominal degradation and would have minimal impact. On reflection, we were wrong. In a non-fixed wireless data network, a 1 dB degradation can impact the total cell throughput (every customer in the cell suffers a degraded service), and cell edge performance (customers may no longer get service, suffer failed hand-offs, etc). The above comments refer to our current network. Woosh is currently in detailed technical discussion with potential Wimax vendors in an effort to quantify the precise impact of a 1 dB degradation in performance across a cell area, but as this is a immature technology, not a lot of field data exists. Proposal. Woosh's proposal is that this degradation be amended to read 0.5 dB.</p>	<p>Page 3, "Acceptable Degradation".</p>	<p>Telecom acknowledges Woosh's correction and support of the 0.5 dB threshold for Unacceptable Performance Degradation. As discussed above, Performance Degradation above this 0.5 dB threshold will result in reduced mobile internet speeds for all end users in the cell and coverage loss at the cell edge.</p> <p>Telecom strongly believes that mast extension, revision or replacement is the best solution for interference issues because it ensures that the Access Provider's end users do not suffer performance losses caused by interference and may also allow the Access Seeker to gain increased coverage.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Kordia: Kordia broadly supports Schedule 5 of the Draft STD insofar as it provides a technical definition of the threshold for Unacceptable Performance Degradation. Kordia supports the principle of defining static thresholds in sections 6.2.1(b) and (c) and the time varying thresholds in section 6.2.1(d).</p> <p>....</p> <p>However, because the definition of static degradation leads to some uncertainty among mobile cellular engineers as to how the 1 dB is to be interpreted, clarification is required.</p> <p>The uncertainty arises because there are differing views about which elements of the link budget should be included in the benchmark for degradation. In CDMA cellular systems "internal" interference (lint) from other user terminals belonging to the network, are generally included in the noise plus interference component of the link budget, and the level of this interference varies with traffic levels.</p> <p>Kordia does not intend this internal interference power (lint) to be included in determining the receiver noise floor increase that results from external interference (lint) and causes the total level of loss of the link budget, because that would allow a higher level of external interference than is intended when lint is excluded from the analysis.</p>	<p>Pages 10-12, "Interference Management", paragraphs 9.1 to 9.7.</p>	<p>Telecom supports Kordia's general intent to clarify that the assessment of co-location interference should exclude mobile system internal interference. However, Telecom does not support Kordia's proposed clarification to clauses 6.2.1(b) and 6.2.1(c) of the Interference Management and Design Document because the clarification limits Unacceptable Performance Degradation to noise rise.</p> <p>Telecom submits that Unacceptable Performance Degradation should include system losses other than noise rise. For example, where a co-location design includes the requirement for the Access Provider to install a new filter, the additional filter losses must be included in the definition of Unacceptable Performance Degradation. The clarification proposed by Kordia excludes these additional system losses that are a direct consequence of co-location by the Access Seeker.</p> <p>Telecom believes that Kordia is trying to ensure that internal system interference is excluded from the reference to the noise floor in sub-clause 6.1.1. Telecom believes that this can be achieved without the difficulties identified above by adding the words "(excluding internal system interference)" in 6.1.1 after the words "noise floor".</p> <p>Therefore, Telecom proposed wording for sub-clause 6.1.1 to take account of Kordia's submission is:</p> <p>Performance degradation in relation to the Mobile Co-location Service is a reduction in the level of quality of Radiocommunications service provided by the Access Provider and any Existing Co-locations to End Users and includes, but is not limited to, a rise in noise floor (excluding internal system interference), loss of system gain, and losses suffered from electrical or physical causes (Performance Degradation).</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Kordia: To ensure that there is not any inconsistency between certificates for a spectrum licence to permit transmissions from a co-located mobile site, and the interference management for the Mobile Co-location Service, Kordia suggests that the Commission refers Schedule 5 to the Chief Executive of the Ministry of Economic Development (i.e. the Secretary under the RA'89) for the issue of standards under the RA'89 for interference management in relation to mobile co-location.</p>	<p>Page 14, paragraph 10.6.</p>	<p>Telecom disagrees with Kordia's suggestion that MED should set standards for interference management in relation to mobile co-location. Interference management is fundamental to mobile co-location. The STD should include all non-price terms necessary to co-locate. Leaving some terms to be set by MED is inconsistent with this principle.</p> <p>Furthermore, referring interference issues from mobile co-location to the MED will add uncertainty and delay to the mobile co-location process.</p> <p>If referred to MED Standards process there would be further delays to the implementation of mobile co-location. Telecom's experience is that this process would take several months at a minimum. Given the complexities associated with this issue it may take longer.</p>
<p>Emergency Services</p>	<p>Vodafone: The decision to include recognition of loss in the Link Budget as it relates to the provision of Emergency Services is a positive move by the Commission. However, given no antennae on Vodafone's or Telecom's networks are solely dedicated to the provision of Emergency Services, the intention of the Commission to ensure there is limited damage done to the ability of consumers to make calls to Emergency Services will not be achieved by the provisions contained in the draft STD. Indeed, as drafted, the draft STD has the potential to lead to a loss of approximately 480 emergency service calls per year in rural areas on Vodafone's network alone – where consumers are particularly reliant on mobile network coverage to make calls to emergency services – if co-location is allowed to generate 1.0dB of loss in the Link Budget.</p>	<p>Page 9, Vodafone Main Submission, paragraph 8.</p>	<p>Telecom strongly supports the protection of Emergency Services using Cellular Mobile Telephone Networks and submits that the Cellular Mobile Telephone Networks of Access Providers and Access Seekers should be protected to the same degree.</p> <p>The networks of Access Providers and Access Seekers are an important means of communication for the public with emergency services and amongst emergency services staff. Therefore, an Access Provider's network cannot be distinguished from a network operated by an "Emergency Service".</p> <p>Some calls to Emergency Services and between Emergency Services will not be connected if the networks of Access Providers and Access Seekers are not protected in the same way as the networks of Emergency Services. This could result in death or serious injury.</p> <p>Telecom supports a maximum impact to the Link Budget of 0.5 dB to minimise the risk of calls to and between Emergency Services not being connected.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>TeamTalk: It is noted that the Commission has already included a requirement under Clause 242, Unacceptable Performance Degradation, “ a total level of loss of more than 0.2dB from either the uplink budget or the downlink budget of any Antenna solely dedicated to provision of Emergency Services.”. However many of the antennas on a site are used by other commercial services for mission critical operations and they need to be protected in the same way as emergency services. Many of these commercial services are used by public utilities, local bodies, Government organisations and security services who may face severe penalties if their systems are compromised.</p>	<p>Page 3, paragraph 4.2, "Interference Management".</p>	<p>Please see our submission above.</p>
<p>Engineering Basis</p>	<p>NZCL: There is no engineering basis for this clause.</p>	<p>Page 10, clause 7.4.3(d).</p>	<p>There is an engineering basis for why antenna azimuths should not cross. Antennas have low RF isolation if their main beam azimuths are directed towards each other or their main beams cross, which results in low side lobe isolation. If they are directed away from each other, then this increases the RF isolation between systems and reduces the potential for RF interference.</p> <p>The design of a cellular repeater system is an example where the Antenna isolation is critical for the successful operation of the installation. Cellular repeater systems are commonly deployed in Telecom's cellular networks to boost RF coverage in weak coverage areas. These repeater systems amplify the RF signal received from a donor base station and re-transmit the amplified RF signal into a service area that is not covered by the main cellular network.</p> <p>Instability can occur if there is insufficient isolation between the donor signal and the repeated server signal due to the high gain involved in the RF signal amplification. The minimum antenna isolation levels between "donor" and "server" antennas are generally specified in the engineering design guidelines for these RF repeater systems.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>Most repeater systems' design guidelines usually specify a minimum vertical antenna separation between "donor" and "server" antennas to provide the required level of antenna isolation. Engineering best practise is to locate antennas so main beams are directed away from each other to maximise antenna isolation where adequate vertical Antenna separation is not possible.</p> <p>Similarly for co-located mobile systems, low RF isolation between antennas will result if their main beam azimuths are directed towards each other or their main beams cross. If they are directed away from each other, then this increases RF isolation between systems and reduces the potential for inter-system interference.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Implementation Plan			
Prerequisites	<p>Vodafone: An Access Provider must not be required to provide the Mobile Co-location Service to an Access Seeker that has not met the prerequisites set out in the Mobile Co-location General Terms and the Mobile Co-location Operations Manual.</p> <p>An Access Seeker must, therefore, not be able to submit a Site Data Pack Application to the Access Provider for delivery of the Mobile Co-location Service unless it has met those prerequisites. There should be no exception to this rule.</p> <p>Further, it is not clear which provisions of the Mobile Co-location Implementation Plan (if any) the newly inserted words are intended to apply.</p>	<p>Page 73, Vodafone's Detailed Submission on the Implementation Plan, clause 3.1.1.</p>	<p>Telecom strongly supports Vodafone's position that Access Seekers should be required to satisfy the prerequisites in the General Terms before the commencement of the Soft Launch.</p> <p>The Access Seeker prerequisites ensure that the Access Provider is not exposed to unacceptable commercial risk when providing the Service. Access Providers will be exposed to increased risk during the Soft Launch if Access Seekers do not have to satisfy the prerequisites before its commencement. Access Providers should not be exposed to this risk at any stage when providing the Service.</p> <p>Furthermore, there is no reason to allow Access Seekers to access the Service during the Soft Launch without satisfying the prerequisites when they are required to satisfy the prerequisites when the Service is provided on a business as usual basis.</p>
Goals of Implementation Plan	<p>Vodafone: Clarify that the objectives of the Soft Launch relate to both the Access Provider and the Access Seeker.</p> <p>Further clarify that the Soft Launch is additionally important to the Access Seeker who needs to learn how to progress the different stages of the end-to-end process and to obtain training from the Access Provider in the use of provisioning systems and Application forms (as described in the Mobile Co-location Operations Manual).</p> <p>The Soft Launch objective should reflect this.</p>	<p>Pages 73-74, Vodafone's Detailed Submission on the Implementation Plan, clause 4.2.</p>	<p>Telecom strongly supports Vodafone's position that the Soft Launch is also to allow the Access Seeker to test and develop its systems and that this should be reflected in the objectives of the Soft Launch identified in clause 4.2 of the Implementation Plan.</p> <p>The objective of a Soft Launch is to identify any improvements that could be made to the Service or any supporting systems or processes that may prevent an Access Seeker or Access Provider from fully implementing the Service. Both the Access Seeker and Access Provider should be given time to test and develop their systems and processes during the Soft Launch.</p>
Length of Soft Launch	<p>Woosh: Soft Launch Period. The speed of implementation as proposed is problematic. Currently, Woosh does not have resources dedicated to servicing mobile co-location requests, and has no understanding as to the volume of requests we might expect. We suggest that a lower 'soft-launch' period be considered during which relaxed penalties would apply.</p>	<p>Page 2, paragraph 1 "Soft Launch Period".</p>	<p>Telecom supports Woosh's submission that the speed of the Service's implementation is problematic.</p> <p>Consistent with Woosh, Telecom believes that a time based Soft Launch should be used. Telecom proposed a timeframe for the Soft Launch in its submission on the Commission's draft STD, which is similar to the six month period proposed by Woosh.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
	<p>Proposal. We propose a soft launch period of 6 months from the determination during which each access provider should have progressed up to 10 applications (alternatively a number of applications equivalent to 5% of their published site database).</p>		
	<p>Vodafone: Vodafone believes that the objectives in clause 4.2 can only be achieved through a longer Soft Launch that involves performing several iterations of the Applications procedures. Vodafone believes it is unreasonable to expect an Access Provider to identify and correct all faults in the Mobile Co-location, supporting systems and processes that may prevent the Access Provider from fully implementing the Mobile Co-location Service in accordance with the Mobile Co-location Terms with the information obtained from a single set of 15 Applications, all of which may be accepted for processing in the first 5 Working Days.</p> <p>Since the Draft Determination provides that the Performance Penalties are only waived in relation to the first 15 Applications, Vodafone is also concerned that the Access Provider may find itself in a position where the Performance Penalties will apply to some Applications that are being processed simultaneously with the first 15 Applications.</p>	<p>Page 74, Vodafone's Detailed Submission on the Implementation Plan, clauses 4.3 and 4.4.</p>	<p>Telecom supports a time based Soft Launch as set out in its submission on the Commission's draft STD.</p> <p>The basic premise of implementing a service is that the Soft Launch is completed before the service is delivered on a business as usual basis. Vodafone's proposal includes Site Data Pack application number 5 within the Soft Launch, but not Site Data Pack application 6 despite the fact that these applications may be received on the same day. This proposal would mean that an Access Provider would be required to deal with applications received on a business as usual basis prior to or at the same time as applications received as part of the Soft Launch. Neither the Access Provider nor Access Seeker will get the benefits of the learnings made during the Soft Launch before the Service is provided on a business as usual basis under Vodafone's proposal.</p> <p>In addition, performance penalties would apply to those applications received on a business as usual basis considered at the same time as the Soft Launch. If performance penalties apply to Site Data Pack Applications during the Soft Launch there would be a strong disincentive for the Access Provider and Access Seekers to attempt to implement any improvements that would enhance the Service, as the process of implementing the improvements may impact the ability to meet the business as usual service levels. Clearly this will not meet the objectives of the Soft Launch set out above.</p>
<p>Commencement of Service following Soft Launch</p>	<p>Vodafone: Clarify that delivery of Mobile Co-location Service may commence before the Soft Launch is complete, rather than the two necessarily occurring in parallel with each other.</p>	<p>Page 76, Vodafone's Detailed Submission on the Implementation Plan, clauses 5.1.</p>	<p>Telecom does not support Vodafone's proposed clarification of clause 5.1 of the Implementation Plan. Delivery of the Service should not occur before the Soft Launch is complete because it does not enable Access Providers and Access Seekers to test and develop their systems prior to commencing business as usual service.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Delivery of Common Format Site Database</p>	<p>Vodafone: Vodafone believes that it would need at least 80 Working Days from the date of the date of the Determination to develop the Common Format Site Database proposed by the Commission in its Draft Determination.</p> <p>Vodafone repeats its submission (made in relation to clause 31 of the Mobile Co-location Operations Manual) that it rejects the scope of the database as outlined by the Commission in its Draft Determination on the basis that the increased scope includes structures that are not Relevant Facilities. e.g. building rooftops, and furthermore would require the database to be populated with approximately double the number of Relevant Facilities (resulting in a significant increase in costs and period required for implementation) without a corresponding increase to the number of Relevant Facilities on or with which an Access Seeker could co-locate.</p> <p>On the other hand, Vodafone believes that a 5 Working Day timeframe would be achievable for a Common Format Site Database of the scope agreed by the TCF and described in Vodafone's submission on clause 31 of the Mobile Co-location Operations Manual.</p> <p>Vodafone therefore suggests amending the scope of the Common Format Site Database but retaining the "Day Zero + 5 Working Day" timeframe.</p> <p>If the Commission does not accept Vodafone's submission regarding the scope of the Common Format Site Database, then Vodafone submits that the timeframe for Access Provider to provide their database be amended to "Day Zero + 80 Working Days" (with the necessary consequential changes being made).</p>	<p>Page 76, Vodafone's Detailed Submission on the Implementation Plan, clause 5.4.</p>	<p>Telecom will not be able to deliver the CFSD within 5 Working Days even if it is in the same format as agreed at the TCF because of the uncertainty created by the Draft STD as to the format in which Telecom will be required to deliver the Database.</p> <p>As discussed in our Detailed Submission on the Implementation Plan on the draft STD, Telecom has assessed the work involved and re-iterates the timeline set out in its original submission:</p> <ul style="list-style-type: none"> • Day Zero - Access Provider to have developed, and made available to all Access Seekers who have made a request of it, its Common Format Site Database populated with data in accordance with the agreement in the TCF for 60 per cent of the Access Provider's Relevant Facilities. • Day Zero + 40 Working Days - Access Provider to have developed, and made available to all Access Seekers who have made a Request of it, its Common Format Site Database populated with the data required by the STD for 80 per cent of the Relevant Facilities Access Seekers forecast in forecasts provided to the Access Provider on Day Zero + 1 to make Site Data Pack Applications for in the first 24 months. • Day Zero + 110 Working Days - Access Provider to have developed, and made available to all Access Seekers who have made a request of it, its Common Format Site Database populated with all of the data required by the STD for all of the Relevant Facilities Access Seekers have forecast in forecasts provided to the Access Provider on Day Zero + 1 to make Site Data Pack Applications for in the first 24 months. • Day Zero + 125 - Access Provider to have produced to the Commission, with a copy to all Access Seekers that have made a request of it, a report on the progress of the development of the Common Format Site Database. Ongoing - Access Provider to update its Common Format Site Database on a business as usual basis based on Access Seeker Forecasts. <p>The changes to the definitions in the General Terms in the Commission's draft STD have created uncertainty as to what is to be included in the CFSD. These changes have the potential to increase the scope of what must be included in the CFSD significantly. Telecom is not be able to establish how long it will take to deliver the CFSD because it is unsure if the Commission will adopt the approach in its draft STD.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
<p>Delivery of Enhancements to Operational Support Systems</p>	<p>Vodafone: Vodafone believes that a 5 Working Day timeframe for making all necessary enhancements to its Operational Support Systems to facilitate the Mobile Co-location Service would be achievable if the Commission accepts Vodafone's submission in relation to the longer Soft Launch.</p>	<p>Page 76, Vodafone's Detailed Submission on the Implementation Plan, clauses 5.4 and 7.</p>	<p>Telecom notes that those Access Providers choosing to deliver a manual service may be able to quickly implement changes to it. However, Telecom intends to provide Operational Support Systems that are robust and scalable and that have a degree of automation. It will not be possible for Telecom to provide this System within 5 Working Days of Day Zero.</p> <p>As discussed above, Telecom will not know what it is required to provide until the final STD is released (ie Day Zero). Telecom will not be able to implement and test changes to the system required as a result of the final STD within five days of Day Zero.</p> <p>Telecom notes that it expects to make changes to its operational support systems during the Soft Launch that reflect Telecom's learnings from the Soft Launch.</p>
<p>Remedial Actions and Outcomes where the Access Provider does not meet the KPIs</p>	<p>NZCL: There must be financial penalties applying to Access Providers who fail to meet the KPI's set out in clause 7.1. The provision of the Common Format Site Database is absolutely essential to the efficient provision to Access Seekers of the Mobile Co-Location Service.</p>	<p>Page 18, clause 7.2.</p>	<p>Telecom does not support the imposition of financial penalties for failing to meet the KPIs set out in clause 7.1. The Soft Launch relaxes the performance penalties payable by the Access Provider to allow it time to test and develop its systems. Imposing performance penalties on the Access Provider for failing to meet the KPIs is inconsistent with this principle and will discourage Access Providers from testing and improving their systems.</p> <p>In any case, Telecom believes that financial penalties are not required because the name and shame regime established by the Implementation Plan has driven the right behaviour in the past and has created the right incentives in other STDs.</p>

Provision	Submission	Submission Reference	Telecom cross-submission
Other issues raised in other parties' submissions			
Equivalence of service and six monthly reporting	NZCL: One of the key requirements of clause 5 of schedule 1 of the Act is that the Mobile Co-Location Service must be provided on terms and conditions that are consistent with those terms and conditions on which the access provider provides the service to itself. NZCL has a concern not addressed in the Draft STD, of how an Access Seeker, or even the Commerce Commission can asses that this key access principle is being complied with. NZCL advocates any mechanism which may facilitate this, including for instance the provision by each Access Provider of 6 monthly reports in which they provide evidence of conformity with this access principle.	Page 2, paragraph (g).	Telecom disagrees with NZCL submission that additional reporting mechanism is required to check equivalence of service. Telecom is required to provide the Service to Access Seekers on the same basis as it provides the Service to itself. If the Commission has concerns as to whether this is occurring it can use its powers under the Telecommunications Act 2001 to check. Therefore, additional reporting requirements that will increase the cost of the Service are unnecessary.
Imposing Roaming Obligations on an Access Provider	NZCL: Consideration should be given to using national roaming access obligations at appropriate prices as a tool to remove negative incentives on incumbents to provide co-location (as national roaming and co-location are broadly substitutes for each other and act as alternative mechanisms for networks to share facilities).	Page 3, paragraph c.	Telecom does not agree with NZCL's submission that national roaming obligations on Access Providers at appropriate prices should be used as an incentive for incumbents to provide co-location. National roaming cannot be provided on a site by site basis and will therefore be ineffective as an incentive to provide co-location at a particular site. Furthermore, the regulation of national roaming is set out in a separate specification in the Telecommunications Act. The Mobile Co-location Service should not be used as a side-door to access the national roaming service.

Provision	Submission	Submission Reference	Telecom cross-submission
Definition of 'Cellular mobile telephone service'	TeamTalk: TeamTalk considers that the term PMR should be removed from the list of technologies considered to have the characteristics of a cellular mobile telephone. The reason for this are that PMR is not actually a technology, but a type of radio service which employs a totally different architecture and scale to cellular systems. Teamtalk recognises the need for the definition to be flexible enough to accommodate future technologies, yet is concerned that the definition may catch technologies of much lesser scale and with insufficient resources to comply with the obligations of the proposed determination.	Page 1, "Definition of Cellular mobile telephone service", paragraph 2.1.	Telecom agrees that TeamTalk is not an Access Provider because it does not currently operate a Cellular Mobile Telephone Network. TeamTalk is one of Telecom's current co-location customers. Even though it is not an Access Seeker, TeamTalk (and an Access Provider's other non-Access Seeker customers) should be protected under the STD. In particular, Telecom has proposed amendments to the definition of "Existing Co-locator" in the Interference Management and Design Document to ensure that third party customers are protected from any interference caused by the Access Seeker.
Determination of TeamTalk as an Access Provider	TeamTalk: TeamTalk considers that the APCO-25 technology operated by TeamTalk falls outside the proposed definition of a 'Cellular mobile telephone service'. Accordingly, TeamTalk should be removed from the list of Access Provider eligibility in table 1 of clause 96.	Page 3, "Determination of TeamTalk as an Access Provider", paragraph 3.1.	As above.
Like for Like Access	Vodafone: Vodafone accepts that access principle 3 requires that Access Providers provide the Mobile Co-location Service on terms and conditions that are consistent with those terms and conditions on which it provides the service to itself. Vodafone agrees that "like-for-like" should apply to the Mobile Co-location operational processes. However, Vodafone does not agree that this can be extended to mean that Access Providers must provide Access Seekers with "like-for-like" coverage. Partly, this is because coverage is an outcome of the Co-location Service that is dependant on activities under the control of the Access Seeker that the Access Provider cannot control.	Page 29, Vodafone Main Submission, paragraph 73.	The Commission has suggested Antenna Minimisation will result in that "like for like" coverage for all Access Providers and Access Seekers. Like Vodafone, Telecom submits that this is unrealistic because: <ul style="list-style-type: none"> • It is not always possible to achieve like for like coverage. For example, on masts that do not have a headframe an Access Seeker will have to co-locate below an existing cluster mount. The coverage available from a Relevant Facility will be different in this situation. • Like for like coverage can only truly be achieved where an Access Seeker and Access Provider use exactly the same equipment and the antenna are located in exactly the same spot. Neither the Access Provider nor Access Seeker should have their technology choices dictated to by the other. Furthermore, it is clearly unrealistic for two antennas to locate in the same spot.

Provision	Submission	Submission Reference	Telecom cross-submission
			<p>While Telecom disagrees with the Commission that "like for like" can be provided on a coverage basis, Telecom agrees with Vodafone that the principle can be applied at an operational level (ie the Access Provider and Access Seeker should be required to use the same process to access the Service).</p> <p>Therefore, Access Seekers will have access to the site on the same operational basis as the Access Provider. It is up to the Access Seeker how it designs its network and the equipment it uses, which will determine the Access Seeker's coverage.</p> <p>Telecom also notes that any attempt to create like-for-like coverage will have broader network implications. If the Commission mandates a solution, to achieve like-for-like coverage, which causes performance degradation it will disadvantage the Access Provider vis-à-vis other potential Access Providers in the cell.</p> <p>This creates perverse incentives for Access Providers. Access Providers would have incentives to actively discourage mobile co-location on their sites because an Access Seeker can choose between at least two Access Providers and an Access Provider who provides the Service under the STD will have their coverage from that site reduced.</p>

Other operational issues identified by Telecom	
<p>Operations Manual - Detailed Site Design Visit</p>	<p>Telecom considers that the process would be improved where the Access Seekers were allowed to elect to conduct a Detailed Site Design Visit at any time.</p> <p>The Detailed Site Design Visit is currently an optional step at the Initial Site Application stage. Telecom’s experience in offering the Mobile Co-location Service on a commercial basis suggests that Access Seekers prefer to conduct the Detailed Site Design Visit once they receive their Final Site Approval and prior to commencing the Site Build. This ensures that :</p> <ul style="list-style-type: none"> • Access Seekers do not incur costs prior to committing to the Application process; • That the parties establish a better flow of information prior to the development of the Project Plan; and • That the Project Plan contains more robust and accurate drawings.
<p>Operations Manual - List of documents to be provided at Site Build</p>	<p>As noted above, Telecom has found through its experience in providing the Mobile Co-location Service on a commercial basis that the Site Build phase is the appropriate stage of the Mobile Co-location process to produce full documentation.</p> <p>The Site Build phase is the phase at which the Access Seeker has all obtained all necessary consents, has an approved Application and has internal sign-offs to commence construction. Requiring full documentation from an Access Seeker earlier in the process means that the Access Seeker has to incur the cost of providing the documents without the certainty that it will build on the Site.</p> <p>Telecom therefore submits that the Project Plan should specifically contain a list of documents that are to be provided to the Access Provider by the Access Seeker at this stage of the process.</p> <p>The following are the specific documents which need to be provided by the Access Seeker, together with its Project Plan, to enable the Access Provider to grant the Approval to Build:</p> <ul style="list-style-type: none"> • Locality & site layout plan - This document should show, in particular, the site layout plan for all of the Access Seeker’s Equipment on the Mast or on the Site. For example, the site layout plan should indicate the cabinet position, antenna position, cable positions etc. It is anticipated that this plan will be incorporated into the final Site documentation. • Project Plan showing timelines and key milestones – Note that at the time of submission of the Project Plan, the exact dates will be not be finalised as they depend on the actual commencement date of the construction work. It would be best practice to give indicative timeframes for the work (i.e. 0 + xx days). • Construction drawings - These need to be site-specific design drawings for each aspect of the installation and every part of the installation where the Access-Seeker’s equipment and Access Provider’s equipment interact. They need to include the specific information that is normally provided to a fabricator or installation contractor as a prescription of the site-specific construction work to be carried out, including information about dimensions, materials used, installation requirements, etc. • The site-specific design drawings need to cover not only all additions to the Mast (the feeder runs, feeder clamps, support brackets, mounts, cable ladder, cable ladder supports & cable trays etc.) but also the cabinet and the method of conveying the cabling from cabinet to the Mast. • PS1 – It is best practice for structural certification for the designs to be provided • Electrical drawings - These need to be site-specific schematics, and include the earthing plans. The Access Seeker also should be able to request copies of the Access Provider’s plan of underground services, and existing electrical drawings (including earthing mats) if these are available. Telecom notes that these are not available for all of its sites – but is to provide willing the ones that it does hold to the Access Seeker at the build stage.

	<ul style="list-style-type: none"> • Site Safety Plan and OS&H requirements - This document comprises: <ul style="list-style-type: none"> ○ A site specific safety plan ○ A Contractor’s General Agreement of Health and Safety obligations ○ A Task Analysis and Method Statement (if available) ○ A Site Emergency Response Plan • Schedule of Access Provider inspections – inspections are to be scheduled for the Access Provider to review the work following key milestones in the Project Plan. <p>Ideally, all of the above documentation should be provided together with the Project Plan. This would ensure that the Access Provider is only required to give a single approval to the Access Seeker. Where the Access Seeker cannot provide all documentation together with its Project Plan, it should be required to state clear reasons for such inability and provide the Access Provider with the dates within the Project Plan by which the documentation will be provided.</p>
<p>Operations Manual Appendix J - Full Site Application - Electrical Drawings</p>	<p>The draft STD currently requires Electrical Drawings as part of the Full Site Application (item 6 of Appendix J).</p> <p>Through its experience in working with its customers, Telecom has found that it is too early in the process for such drawings to be provided, as the Access Seeker does not usually want to go to the expense of having an electrical engineer complete full schematics until the Access Seeker has had its Application approved. For this reason, Telecom submits that the following two changes are made:</p> <ul style="list-style-type: none"> • The Electrical Drawings should be provided in the Project Plan (at the Site Build stage); and • Item 6 of Appendix J (Full Site Application) should be amended by deleting "Electrical Drawings" and replacing it with "Electrical Requirements, including whether the Access Seeker wishes the Access Provider to provide power".

APPENDIX Z

SCHEDULE OF SITE SPECIFIC CONDITIONS

Access Provider (AP):

Access Seeker (AS):

AP Unique Identifier:

AS Project Number:

AP Project Number:

Schedule of Site Specific conditions

Following the Access Seeker receiving Final Site Approval, this form is to be completed by the Access Provider and provided to the Access Seeker. All fields must be completed. If a field is not relevant to this particular approval, mark as not applicable.

Access Provider (AP)	
Access Seeker (AS)	
Name of Relevant Facilities	
AP Unique Identifier	
AP Project Number	

Date of Final Site Approval	
-----------------------------	--

Special Conditions	
In relation to the Relevant Facilities, the following conditions shall apply:	
1.	
2.	

Right of Relevant Occupation	
In relation to the Relevant Facilities, the following provisions relating to the right of Relevant Occupation shall apply:	
1.	
2.	

The Relevant Facilities: [Add other relevant details relating to the Relevant Facilities, including lease term, expiry date etc]	<i>[Include details of Relevant Facilities, including Site layout plans]</i>
---	--

Access Provider (AP):

Access Seeker (AS):

60

AP Unique Identifier:

AS Project Number:

AP Project Number:

Issued by the Access Provider's Mobile Co-Location Project Manager	
Name	
Signature	