

**STANDARD TERMS DETERMINATION FOR
CO-LOCATION ON CELLULAR MOBILE TRANSMISSION
SITES**

**SCHEDULE 3
MOBILE CO-LOCATION OPERATIONS MANUAL
PUBLIC VERSION**

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PART 1 – DOCUMENT INFORMATION

1 Introduction

1.1	Purpose	1.1.1	This Mobile Co-location Operations Manual (Manual) is part of the Mobile Co-location Terms and sets out the operational procedures for supply of the Mobile Co-location Service.
1.2	Relationship with the Mobile Co-location Terms	1.2.1	This Manual should be read in conjunction with the other documents which make up the Mobile Co-location Terms, in particular the Mobile Co-location General Terms and the Mobile Co-location Access Terms.
1.3	Change mechanism and distribution	1.3.1	This Manual may be changed in accordance with the change mechanism set out in section 9 of the Mobile Co-location General Terms.
		1.3.2	The Access Provider will make the current version of this Manual available upon request from the Access Seeker to the Access Provider.
1.4	Definitions	1.4.1	References to clauses or sections are references to clauses and sections in this Manual unless expressly provided otherwise. The Glossary (Appendix A) sets out definitions for terms contained in this Manual that are not defined in the Mobile Co-location General Terms. Otherwise, the definitions set out in the Mobile Co-location Terms apply.

2 People and contact details

2.1	General	2.1.1	Immediately following the Access Date, the Access Seeker and the Access Provider must provide each other with a list of the people and contact details set out in clause 2.2. Any change to the people and contact details must be advised in writing to the other Party's Mobile Co-location Service Manager. All people and contact details will remain valid until a Party has advised the other in writing of a change (and provided an updated list of people and contact details). In addition to the people and contact details provided, where the Access Provider's details are specified in the body of this Manual, the Access Seeker must use those details.
		2.1.2	If agreed by both Parties, the Access Provider and/or the Access Seeker may provide a list of further contact details which are organisation-specific.
		2.1.3	If for any reason a Party is prevented from giving any Notice pursuant to the Mobile Co-location Terms to the relevant person or contact advised by the other Party, the same Notice may be given to the other Party's Mobile Co-location Service Manager. If for any reason the other Party's Mobile Co-location Service Manager is unavailable or his or her identity and contact details have not been advised, the same Notice may be given by serving it either:
		(a)	at the other Party's contact address for giving Notice under the Mobile Co-location Terms; or

- (b) personally (if the other Party is a natural person); or
- (c) at the other Party's registered office (if the other Party is incorporated).

2.2 People and contact details

Contact and detail required	Purpose
<p><i>Both Parties must provide</i> Contact address for giving Notice under the Mobile Co-location Terms. (This must include a street address and a fax number.)</p>	<p>This is the street address and fax number that Notices under the Mobile Co-location Terms can be given by the other Party.</p>
<p><i>Both Parties must provide</i> Details of their Mobile Co-location Service Manager. (This must include the Mobile Co-location Service Manager's name, email address, mobile and work telephone numbers.)</p>	<p>This is the person responsible for the overall relationship between the Parties with respect to the Mobile Co-location Service. The Mobile Co-location Service Manager's responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> (i) provisioning (and managing the Provisioning System); (ii) progress reporting and tracking; (iii) fault management; (iv) billing; (v) forecasting; and (vi) updating databases (including the Common Format Site Database).
<p><i>Both Parties must provide</i> Details of their Mobile Co-location Project Manager. (This must include the Mobile Co-location Project Manager's name, email address, mobile and work telephone numbers.)</p>	<p>This is the person who will liaise with the other Party in relation to the implementation and supply of the Mobile Co-location Service at the particular Relevant Facilities. Each Party may nominate a separate Mobile Co-location Project Manager for each of the Relevant Facilities.</p>
<p><i>Access Seeker must provide</i> Names, email addresses, and <u>work telephone numbers</u> of one or two people to become administrators of the <u>Provisioning System</u>.</p>	<p>These people will manage the creation and disestablishment of Access Seeker staff accounts to access the Provisioning System</p>
<p><i>Access Provider must provide</i> Email address for the Access Seeker to send Mobile Co-location Forecasts.</p>	<p>This is the email address to which the Access Seeker will send the Mobile Co-location Forecasts described in section 8 below.</p>

<p><i>Access Seeker must provide</i> <u>Details of the people who are authorised to receive bills and invoices. This must include the name, and email address and work telephone number of its Mobile Co-location Billing Manager.</u></p>	<p>These are the people who will be set up with access to the relevant electronic billing system from which the Access Seeker's invoices can be viewed and downloaded.</p>
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3 Technical manuals and user guides

3.1 Status of external documents

- 3.1.1 This Manual refers to various technical manuals (including published New Zealand and international standards) and user guides that contain technical and procedural detail. Such reference is necessary for both the Access Provider and the Access Seeker(s) so that:
- (a) uniform standards of best practice are set;
 - (b) the health and safety of the Access Provider's and the Access Seeker's employees, contractors and other agents can be protected;
 - (c) systems are in place for the management of outages, faults and any work the Access Provider or the Access Seeker need to undertake; and
 - (d) the Access Provider's and the Access Seeker's employees, contractors and other agents have access to uniform technical instructions.
- 3.1.2 To the extent that this Manual creates any obligation to comply with a technical manual or user guide, the Access Provider and the Access Seeker must:
- (a) apply the technical manual or user guide in good faith;
 - (b) interpret the technical manual or user guide consistently with the Mobile Co-location Terms; and
 - (c) comply with the technical and/or procedural detail the technical manual or user guide contains.
- 3.1.3 Electronic copies of all the relevant technical manuals and user guides will be made available to the Access Seeker as soon as practicable after the Access Date, or earlier following a request from the Access Seeker.

4 Good faith and Dispute resolution

4.1 General

- 4.1.1 The Parties will deal with each other in good faith in relation to this Manual and act co-operatively to facilitate the procedures required for the implementation and supply of the Mobile Co-Location Service.
- 4.1.2 Any dispute, question or difference (including a dispute, question or difference under section 3 above) that arises between the Parties must be dealt with in accordance with the Escalation Protocol in Appendix B. The Parties must use all reasonable endeavours to resolve the issue in this way before giving a Dispute Notice under section 36 of the Mobile Co-location General Terms.

- 4.1.3 In some parts, this Manual provides that any Dispute in relation to a particular issue of a technical, operational or implementation nature, which requires significant investigation of factual matters, must be resolved by expert determination in the event of a Deadlock. However, nothing in this Manual will prevent the Access Provider or the Access Seeker from seeking any remedies available under the Act.

5 Communications

5.1 General

- 5.1.1 The Parties acknowledge that ongoing communication and consultation with third parties will be essential throughout the implementation and supply of the Mobile Co-location Service.
- 5.1.2 The Parties will endeavour to engage with third parties and communities in a way that:
- (a) mitigates any issues arising from the implementation and supply of the Mobile Co-location Service (such as community concerns leading to objections or protests);
 - (b) seeks to build trust between the Parties and third parties and between the Parties and communities through integrity, transparency, honesty and objectivity;
 - (c) mitigates any impact upon the public brand of the Access Provider or the Access Seeker which may lead to a negative impact on the Access Provider or the Access Seeker.
- 5.1.3 If either Party receives an enquiry from the media in relation to the Mobile Co-location Service, or regarding any related issues or concerns arising under clause 5.1.2 above, that Party will promptly inform the other Party of the enquiry and the Parties will work together to provide a mutually coordinated response to the enquiry.
- 5.1.4 If either Party provides information to a third party in relation to the Mobile Co-location Service, that Party will use all reasonable efforts to ensure the information supplied is accurate, factual, objective, transparent and in compliance with any relevant confidentiality requirements.

6 Prerequisites

6.1 Overview

- 6.1.1 In addition to the commercial prerequisites set out in section 6 of the Mobile Co-location General Terms, the Access Seeker must satisfy the following operational prerequisites in relation to the Mobile Co-location Service. The Access Seeker may, at its option, enter into a non-disclosure agreement with the Access Provider covering discussions prior to placing an Application for the Mobile Co-location Service (but neither the Access Provider nor the Access Seeker will be under any obligation to do so).

6.2 Operational prerequisites

- 6.2.1 Prior to the Access Seeker placing the first Mobile Co-location Forecast with the Access Provider, the Access Provider must have granted to the Access Seeker, and the Access Seeker must have verified it has access to, soft copies of the Forecasting Spreadsheet.
- 6.2.2 Prior to making either a Site Data Pack Application or an Initial Site

Application, the following prerequisites must be met:

- (a) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the following Access Provider operational support systems required for the provision of the Mobile Co-location Service:
 - (i) the Mobile Co-location Common Format Site Database (which holds detailed information about each of the Relevant Facilities);
 - (ii) the Access Provider's Provisioning System; and
 - (iii) the Access Provider's Fault Management System; and
- (b) the Access Seeker must have submitted a Mobile Co-location Forecast for the relevant period.

6.2.3 Prior to commencing the Access Seeker Build on the Relevant Facilities, the following prerequisites must be met:

- (a) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the Access Provider's Permit to Work system;
- (b) the Access Seeker has an approved Permit to Work in respect of the Access Seeker Build;
- (c) the Access Provider has granted to the Access Seeker, and the Access Seeker has verified it has access to, the Access Provider's Planned Work System; and
- (d) the Access Seeker has met the accreditation and security requirements for each person who will require access to the Relevant Facilities to complete the Access Seeker Build.

6.2.4 The Access Provider must use all reasonable endeavours to ensure that the Access Seeker is granted access to the systems referred to in clauses 6.2.2 and 6.2.3 in a timely manner.

6.2.5 Before the Operational Date and on an ongoing basis, the Access Seeker must have met the accreditation and security requirements for each person who will require access to the Relevant Facilities to operate and maintain the Access Seeker Equipment on an ongoing basis.

7 Overview of the Mobile Co-location Service

7.1 Overview

7.1.1 This section outlines the Mobile Co-location Service and the procedures for the supply of the Mobile Co-location Service. More detailed information is set out in subsequent sections of this Manual.

7.2 The Mobile Co-location Service

7.2.1 The Mobile Co-location Service is described in the Mobile Co-location Service Description.

7.2.2 ~~Subject to the obligations set out elsewhere~~Unless expressly provided otherwise in the Mobile Co-location Terms, on an ongoing basis after the relevant Operational Date:

- (a) the Access Seeker will be fully responsible for maintaining and fixing faults in the Access Seeker Equipment on or in the Access Seeker Space; and

- (b) the Access Seeker will be fully responsible for maintaining and fixing faults in the Access Seeker Equipment outside the Access Seeker Space,
in accordance with the requirements set out in Part 10.

7.2.3 Whether and how the Mobile Co-location Service is to be supplied depends on the availability of space, interference and capacity restrictions within and associated with the Relevant Facilities.

7.3 Procedure for supply of the Mobile Co-location Service

7.3.1 The procedure for the supply of the Mobile Co-location Service can be summarised in the following steps:

Access Seeker action	Access Provider action
The Access Seeker expresses interest in the Relevant Facilities by submitting a Mobile Co-location Forecast.	
The Access Seeker notifies the Access Provider that they <u>it</u> wishes to make a Multi-Site Application (if applicable).	
The Access Seeker submits a Site Data Pack Application to the Access Provider for the Relevant Facilities.	
	The Access Provider issues a Site Data Pack to the Access Seeker for the Relevant Facilities.
The Access Seeker elects whether it wishes to submit an Initial Site Application, or proceed directly to <u>submitting</u> a Full Site Application, to the Access Provider for the Relevant Facilities.	

Where the Access Seeker elects to submit an Initial Site Application, the Access Provider and the Access Seeker jointly undertake a Detailed Site Design Visit, to:

- (a) physically audit the Relevant Facilities;
- (b) propose the placement of the Access Seeker Equipment on the Relevant Facilities; and
- (c) gather all additional on-site information required.

The Access Provider and the Access Seeker complete and agree the Site Design Notes.

The Access Seeker develops a Detailed Site Design and submits a Full Site Application to the Access Provider for the Relevant Facilities.	
	The Access Provider issues the Access Seeker with the Preliminary Site Approval for the Relevant Facilities, which will <u>includes</u> the conditions the Access Seeker must fulfil in order to receive the Final Site Approval.

<p>The Access Seeker provides Preliminary Notice to the Access Provider and demonstrates that it has fulfilled all of the conditions in the Preliminary Site Approval.</p>	
	<p>The Access Provider confirms that all of the conditions have been fulfilled and issues the Access Seeker with the Final Site Approval for the Relevant Facilities.</p>
<p><u>The Access Provider and the Access Seeker execute the Site Agreement.</u></p>	
<p>The Access Seeker submits its Project Plan to the Access Provider which relates to the Access Seeker Build.</p>	
	<p>The Access Provider approves the Project Plan (which may be after a request to the Access Seeker to amend and re-submit the Project Plan) and issues the Access Seeker with the Approval to Build for the Relevant Facilities.</p>
<p>Following the Mobile Co-location Pre-build Phase, the Mobile Co-location Build is undertaken at the Relevant Facilities. The Access Seeker follows the procedures and requirements for interference management, then the Access Seeker submits the Project Closure Checklist to the Access Provider upon completion of the Access Seeker Build.</p>	
	<p>The Access Provider approves the Access Seeker Build and the Project Closure Checklist and issues the Access Seeker with the Project Closure.</p>

PART 2 – FORECASTING, PRIORITISATION AND QUEUING

8 Access Seeker Forecasting

- 8.1 **Access Seeker
Mobile Co-location
Forecasts**
- 8.1.1 The Access Seeker is required to provide the Access Provider with aggregated, non-binding quarterly forecasts (**Mobile Co-location Forecasts**) for the next 24 months (i.e. a rolling two-year forecast for the next eight quarters which is updated quarterly), subject to clauses 8.1.2 and 8.1.5 below.
- 8.1.2 The forecast for the first quarter in the Mobile Co-location Forecast (i.e. the immediately following quarter) will be binding on the Access Seeker.
- 8.1.3 Each quarter to be forecast will commence on the first Working Day of February, May, August and November of each rolling two-year period comprising a Mobile Co-location Forecast.
- 8.1.4 Each Mobile Co-location Forecast is required to forecast the Access Seeker's quarterly demand for:
- (a) changes to the Access Seeker Space or the Access Seeker Equipment on or around the Relevant Facilities where the Access Seeker already has a presence;
 - (b) Interference Desktop Studies, Site Data Packs, Initial Site Applications and Full Site Applications, forecasted by [DistrictRegion](#);
 - (c) the Relevant Facilities where the Access Seeker intends to commence the Mobile Co-location Build Period (following the Access Provider issuing the Access Seeker with the Approval to Build); and
 - (d) Multi-Site Applications, including the average number of Relevant Facilities in each Multi-Site Application.
- 8.1.5 In respect of Interference Desktop Studies, Site Data Packs, Initial Site Applications and Full Site Applications, demand must be forecast on a month by month, as well as a quarterly, basis.
- 8.1.6 A Microsoft Excel spreadsheet template on which Mobile Co-location Forecasts must be made will be provided by the Access Provider (the **Mobile Co-location Forecasting Spreadsheet**). An example of the template is attached as Appendix C. Each time the Access Seeker submits a Mobile Co-location Forecast, it must email to the Access Provider a copy of the Mobile Co-location Forecasting Spreadsheet with the relevant worksheets completed. The Access Seeker must complete the Mobile Co-location Forecast in full including providing all of the information required.
- 8.1.7 Each Mobile Co-location Forecast must be submitted to the Access Provider on the tenth Working Day before the end of the month (the **Forecast Date**) before the quarter to which it relates. The Access Provider will notify the Access Seeker that it has received the Mobile Co-location Forecast by sending a reply to the address from which it was sent.

- 8.1.8 The Access Seeker's Mobile Co-location Forecast is the Access Seeker's Confidential Information for the purposes of section 31 of the Mobile Co-location General Terms.
- 8.1.9 Where the Access Seeker fails to submit any of the required Mobile Co-location Forecasts, the Access Provider will use all reasonable endeavours to process any relevant Application(s) but there will be no requirement for the Access Provider to meet any Service Levels under the Mobile Co-location Service Level Terms in respect of the services or transactions to which the missing Forecasts should have related.

8.2 Feedback

- 8.2.1 The Access Provider will review each Mobile Co-location Forecast and determine whether any bottlenecks or foreseeable problems exist that would affect the timing of the Access Provider's ability to supply the Mobile Co-location Service.
- 8.2.2 The Access Seeker must comply with any reasonable request made by the Access Provider to provide additional information relating to a Mobile Co-location Forecast.
- 8.2.3 The Access Seeker must notify the Access Provider's Mobile Co-location Service Manager ~~(or appropriate person as nominated by the Access Provider in accordance with clause 2.1.2)~~ of any material change to a Mobile Co-location Forecast as soon as the Access Seeker becomes aware of that change.

8.3 Underforecast / Overforecast

- 8.3.1 ~~The~~An Access Seeker may forecast any level of demand it considers appropriate, subject to this section 8. The ~~intent of the following provisions is to encourage~~ Access Seekers must use its best endeavours to ensure that ~~their~~-its Mobile Co-location Forecasts for a particular quarter are accurate in the quarter previous to the quarter in which Applications are actually made.

BAU Requirements

- 8.3.2 In this clause 8.3:
- (a) "All Applications" means all Applications of each of the following types (independently); ~~together~~, Interference Desktop Studies, Site Data Pack Applications, Initial Site Applications and Full Site Applications (for example, all Site Data Pack Applications);
 - (b) "Previous Forecast" means the total of ~~A~~all Applications forecasted for the relevant Application Quarter in the Mobile Co-location Forecasts s submitted in respect of the previous quarter; and
 - ~~(c)~~ "Application Quarter" means the quarter in which Applications are made, or which forecasts relate to, as applicable;
 - ~~(d)~~(c) ~~"Application" means the total volume of All Applications forecasted by the Access Seeker.~~

- 8.3.3 Where the volume of ~~A~~all Applications actually made (as calculated at the end of the Application Quarter) by all Access Seekers for an Application Quarter is less than 90% of the Previous Forecast for that Application Quarter (**Overforecast**) then, if requested by the Access Provider, any Access Seeker which has made less Applications than it ~~f~~Forecast for that Application Quarter will reimburse the Access Provider for a proportion (reflecting that Access Seeker's contribution to the Overforecast) of the costs (including staffing, resources and overheads) of any additional

expenses which were reasonably incurred by the Access Provider in reliance on the Overforecast (**Costs**).

8.3.4 Where the volume of ~~All~~ Applications actually made (as calculated at the end of the Application Quarter) by all Access Seekers for an Application Quarter is greater than 110% of the Previous Forecast for that Application Quarter (**Underforecast**), there will be no requirement for the Access Provider to meet the Service Levels set out in the Service Level Terms for that number of Applications which exceeds the Previous Forecast for that Application Quarter.

8.3.5 The Access Provider will notify the Access Seeker of:

- (a) any Costs claimed by the Access Provider in respect of any Overforecast; and
- (b) the extent to which the Access Provider ~~was~~ unable to meet the Service Levels set out in the Service Level Terms as the result of any ~~Site Data Pack~~ Applications in excess of a Previous Forecast.

~~It~~ In each case, in accordance with clauses 8.3.3 and 8.3.4. Where requested, the Access Provider must provide the Access Seeker with such information as may reasonably be required to validate such claims.

9 Access Provider Forecasting

9.1 Access Provider's Forecasts

9.1.1 This section 9 sets out what the Access Provider's Forecast comprises and the requirements that the Access Provider must meet for forecasting.

9.1.2 The Access Provider's current and reasonable forecast requirements for capacity (**the Access Provider's Forecast**) include, but are not limited to, the following:

- (a) any plans for the future expansion of capacity or capability of existing Telecommunications Services currently being provided at the Relevant Facilities; and
- (b) any plans for the future deployment of new Telecommunications Services and for technology evolution requirements that are planned for deployment at the Relevant Facilities by the Access Provider but that are not currently operating.

9.1.3 The Access Provider's Forecast shall not extend for more than ~~two~~ five (5) years from the date when the Access Provider's Forecast was last updated in the Common Format Site Database (**the Forecast Timeframe**).

9.1.4 The Access Provider's Forecast must be included in the Access Provider's Common Format Site Database at the time of forecasting.

9.1.5 The Access Provider must have reasonable intent and the ability to deploy the Access Provider's Forecasts, which may be evidenced by the following:

- (a) the Access Provider must hold suitable spectrum management rights, to deploy the relevant requirement; and
 - (b) if relevant, the new Telecommunications Service
-

technology must be one which is recognised by the ITU.

9.1.6 The Access Provider must not use the Access Provider's Forecast for anti-competitive purposes.

~~9.1.7 Where the Access Seeker submits a Site Data Pack Application in relation to an Access Provider's Relevant Facilities, the Access Provider must not forecast additional or new current and reasonable forecast requirements for capacity on those Relevant Facilities for a period comprising the number of Working Days calculated in accordance with clause 9.1.8 from and including the date that the Access Provider receives the Site Data Pack Application.~~

~~9.1.8 9.1.7 The number of Working Days in clause 9.1.7 shall be 40 Working Days plus one Working Day for each Performance Penalty delay day the Access Provider accrues in accordance with section 8 of the Service Level Terms in relation to the Access Seeker's Application. The following limitations apply to an Access Provider's right to increase its Access Provider's Forecast in its Common Format Site Database:~~

~~(a) where the Access Seeker submits a Site Data Pack Application, the Access Provider must not increase its Access Provider's Forecast in its Common Format Site Database in relation to the Relevant Facilities that are the subject of that Application from the date the Access Provider receives the Site Data Pack Application until the date that is 10 Working Days after the date on which the Access Seeker receives the relevant Site Data Pack; and~~

~~(a)(b) where the Access Seeker submits an Initial Site Application, the Access Provider must not increase its Access Provider's Forecast in its Common Format Site Database in relation to the Relevant Facilities that are the subject of that Application until after that Application has been rejected, has lapsed or the Access Seeker has submitted a Full Site Application.~~

9.2 Access Seeker use of Access Provider's Forecast space

9.2.1 Subject to clauses 9.2.3 ~~and to 9.2.7 9.2.3~~ below, ~~an the~~ Access Seeker may co-locate in accordance with the Mobile Co-location Terms notwithstanding any Access Provider's Forecast as at the date the Access Seeker submits the relevant Full Site Application.

~~9.2.2 At the same time as the Access Seeker submits the relevant Full Site Application in the circumstances contemplated under clause 9.2.1 above, the Access Seeker may request the Access Provider to confirm the amount of the anticipated reasonable and actual civil costs:~~

~~(a) which the Access Provider is expected to incur in undertaking all the acts that need to be completed so that the Access Provider can install the Access Provider Equipment in accordance with the Access Provider's Forecast referred to in clause 9.2.1 above; and~~

~~(b) which the Access Provider would not have incurred but for the fact that the Access Seeker is co-locating on the Access Provider's Relevant Facility under clause 9.2.1 above.~~

~~(the relevant civil costs). If so requested, the Access Provider will notify the Access Seeker of the amount of the relevant civil costs in its response to the Full Site Application. This amount confirmed by the Access Provider will be the amount that the Access Seeker will~~

have to pay if it chooses the option in clause 9.2.3(c) below.

~~9.2.2~~9.2.3 If the Access Provider ~~reasonably requires the Access Seeker to vacate any space on the Access Provider's Relevant Facility for the purpose of installing~~wishes to install the Access Provider Equipment in accordance with the Access Provider's Forecast referred to in clause 9.2.1 above, the Access Provider will give the Access Seeker not less than 12 months' Notice (which will expire no later than the end of the Forecast Timeframe). The Notice will request the Access Seeker to nominate which of the following three options it chooses~~six months' Notice requiring the Access Seeker to either:~~

- (a) relocate the Access Seeker Equipment on the Access Provider's Relevant Facility in accordance with ~~the~~ Mobile Co-location Terms~~section 47~~; or
- (b) remove the Access Seeker Equipment from the Access Provider's Relevant Facility;~~;~~ or
- (c) pay the Access Provider the amount of the relevant civil costs (as notified under clause 9.2.2 above or, if not requested under that provision, as notified by the Access Provider in the Notice given under this clause 9.2.3) provided that any such Notice is provided within the Forecast Timeframe.

9.2.4 The Access Seeker must Notify the Access Provider (no later than one (1) month following receipt of the Access Provider's Notice under clause 9.2.3) which option in clause 9.2.3 above it has chosen.

- (a) If the Access Seeker chooses the option in clause 9.2.3(a) or 9.2.3(b), it must complete that relocation or removal not later than the date of expiry of the Notice given by the Access Provider under clause 9.2.3.
- (b) If the Access Seeker chooses the option in clause 9.2.3(c):
 - (i) ~~it~~ it must pay the relevant civil costs at the same time as giving its Notice under this clause 9.2.4.;
 - ~~(i)~~(ii) if the Access Seeker fails to pay this amount at that time, it will be deemed to have chosen the option in clause 9.2.3(b).;
 - (iii) if the Access Seeker pays this amount, it will take all reasonable steps that the Access Provider may require to enable the Access Provider to install the Access Provider Equipment (which may include co-operating in relation to the revision, extension, replacement or relocation of the Mast to accommodate the Access Provider's requirements); and
 - (iv) ~~it~~ if the Access Seeker pays this amount, it will be able to continue to co-locate on the Access Provider's Relevant Facility, unless the Access Provider (having used its reasonable endeavours) is unable to obtain all necessary consents to install the Access Provider Equipment, in accordance with the Access Provider's Forecast referred to in clause 9.2.1, at the end of the Forecast Timeframe. In this event, the Access Seeker must remove the Access Seeker Equipment from the Access

Provider's Relevant Facility not later than three (3) months following the expiry of the Forecast Timeframe and the Access Provider will refund all relevant civil costs paid to it by the Access Seeker.

9.2.5 If the Access Seeker chooses the option in clause 9.2.3(c), then the Access Seeker must pay the contribution (set out in the Charges) towards any additional amounts that the Access Provider has to pay to the Landlord in order to install the Access Provider Equipment in accordance with the Access Provider's Forecast referred to in clause 9.2.1 above (such as any additional rental, but not including the relevant civil costs), which the Access Provider would not have had to pay but for the fact that the Access Seeker co-located on the Access Provider's Relevant Facility under clause 9.2.1.

~~9.2.3~~9.2.6 If the Access Provider does not provide the Notice referred to in clause 9.2.3~~9.2.2~~ above within the Forecast Timeframe, then the Access Seeker is entitled to continue to co-locate on the Access Provider's Relevant Facility in accordance with the Mobile Co-location Terms as if the Access Provider Forecast had not been included in the Common Format Site Database pursuant to clause 9.1.4.

~~9.2.4~~9.2.7 If the Access Seeker is to remove the Access Seeker Equipment from the Access Provider's Relevant Facility under clause 9.2.3 or 9.2.4(b), then, if the Access Seeker has not removed the Access Seeker Equipment by three (3) months prior to the expiry of the Access Provider's Notice under clause 9.2.3, then the Access Provider may remove the Access Seeker Equipment and the Access Seeker shall pay for all of the Access Provider's costs incurred in relation to that removal, including the costs of storage of that equipment.

10 Prioritisation

10.1	Prioritisation: "first come, first served"	10.1.1	All Applications made by an Access Seeker for the Mobile Co-location Service will be assessed on <u>the basis of</u> a "first come, first served" basis <u>principle</u> .
		10.1.2	Detailed Site Design Visits will be individually scheduled by the Access Provider and <u>the</u> Access Seeker on a "first come, first served" basis, subject to resource constraints.
		10.1.3	The "first come, first served" principle ensures that the Access Provider will process the Access Seekers' Applications in a fair and equitable manner.
10.2	Disputes	10.2.1	In the event that the Access Seeker disputes the Access Provider's application of the prioritisation methodology <u>principle</u> , it may follow the Dispute resolution procedure under section 36 of the Mobile Co-location General Terms. Any Dispute in relation to prioritisation is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

11 Queuing policy

11.1	Overview	11.1.1	This section 11 sets out the queuing policy that will apply when the Access Seeker makes an Application to the Access Provider for the
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Mobile Co-location Service at the Relevant Facilities.

- 11.1.2 The queuing policy is based on two main principles: “first come, first served” and “use it or lose it”.
- 11.1.3 The relative position of the Access Seeker in relation to other Access Seekers in the Queue at the Relevant Facilities will be represented in the Common Format Site Database.

11.2 Placement in the Queue: “first come, first served”

-
- 11.2.1 Where the Access Provider receives from the Access Seeker a Full Site Application for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker will be placed in the ordered list of Access Seekers who have made a Full Site Application for the Mobile Co-location Service at the Relevant Facilities (the **Queue**) in accordance with the following process:
 - (a) Where the Access Provider receives the first Full Site Application from an Access Seeker for the Relevant Facilities (the **first Access Seeker**), the first Access Seeker will be placed first in the Queue.
 - (b) Where the Access Provider receives the second Full Site Application from another Access Seeker that is later in time to the first Access Seeker’s Full Site Application for the same Relevant Facilities (the second Access Seeker), the second Access Seeker will be placed second in the Queue behind the first Access Seeker (and any other Access Seeker that subsequently makes an Full Site Application for the Relevant Facilities will be placed in the Queue in the same way).
 - (c) In the event that the Access Provider receives Full Site Applications from two Access Seekers for the same Relevant Facilities, the Access Provider will record the time the Application is received on it and determine the position of the Access Seeker in the Queue based on the time of receipt of the Full Site Application as recorded.
 - 11.2.2 After the Access Seeker is placed in the Queue, the Access Seeker’s Full Site Application for the Mobile Co-location Service at the Relevant Facilities will be processed by the Access Provider in accordance with the following process:
 - (a) The first Access Seeker in the Queue will be the “first served”.
 - (b) Except in the case of clause 11.2.2(c) below, after the first Access Seeker completes Stage 2 (as referred to in section 16) of the Mobile Co-location Tasks (following the issue of the Preliminary Site Approval by the Access Provider), or at an earlier time if the first Access Seeker declines to proceed or if the Access Provider rejects an Application made by the first Access Seeker, the Access Provider will immediately process the second Access Seeker’s Full Site Application.
 - (c) Where the second Access Seeker’s Full Site Application for the Mobile Co-location Service at the Relevant Facilities will likely not lead to a material impact on the first Access Seeker’s relevant Application at the Relevant Facilities, the Access Provider may choose to process the second Access Seeker’s Full Site Application concurrently with the first Access Seeker’s

relevant Application.

- 11.2.3 After the Access Seeker is placed in the Queue, the Access Provider will notify the Access Seeker of:
- (a) the Access Seeker's position in the Queue; and
 - (b) if the Access Seeker is not the first Access Seeker in the Queue, the time when the Access Provider reasonably believes that it can process the Access Seeker's Full Site Application, pursuant to clause 11.2.2 above.

11.3 "Use it or lose it"

- 11.3.1 The "use it or lose it" principle addresses the conditions under which the Access Seeker's Application(s) may lapse.
- 11.3.2 Where the Access Seeker has made an Application for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker is subject to the "use it or lose it" principle set out in this clause 11.3.
- 11.3.3 The Access Seeker must use reasonable endeavours to adhere to the timeframes for the tasks for the implementation of the Mobile Co-location Service at the Relevant Facilities, in accordance with the Mobile Co-location Tasks.
- 11.3.4 Where it is determined pursuant to clause 11.3.5 that the Access Seeker has materially exceeded one or more timeframes set out in the Mobile Co-location Tasks, the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue, subject to an extension granted under clause 11.4 below.
- 11.3.5 A timeframe will be materially exceeded where the task is not completed within five (5) Working Days of the timeframe or within 10% of the duration of the task, whichever time is greater, in accordance with the tasks and timeframes set out in the Mobile Co-location Tasks.

~~11.3.6 In the event that an Access Provider does not use the Relevant Facility for the purposes of its reasonable forecast requirements for capacity on that Relevant Facility within the Forecast Timeframe as notified on the Common Format Site Database, that forecast will lapse and it will be removed from the Queue. To the extent that the Access Provider wishes to continue to reserve that capacity (subject to clause 9.2.1), it must re-notify those forecast requirements in the Common Format Site Database but such reservations will not take precedence over any other Access Seeker Application in the Queue prior to that date that the forecasting requirements were re-notified in the Common Format Site Database.~~

11.4 Extension Applications

- 11.4.1 Where the Access Seeker reasonably believes that it may materially exceed one or more of the timeframes set out in the Mobile Co-location Tasks, the Access Seeker may apply to the Access Provider for an extension of the relevant timeframe (an **Extension Application**).
- 11.4.2 The Access Seeker's Extension Application must include the following information, and the Access Provider will only grant an extension where the following has been established to the Access Provider's reasonable satisfaction:
- (a) an up-to-date outline of the Access Seeker's progress towards the implementation of the Mobile Co-location Service at the Relevant Facilities;

- (b) evidence that the Access Seeker is making material progress towards completion of the task that corresponds to the timeframe that the Access Seeker has already materially exceeded, or may materially exceed; and
 - (c) legitimate reasons as to why the Access Seeker has already materially exceeded, or may materially exceed, the timeframe.
- 11.4.3 The Access Provider will notify the Access Seeker that it has received the Access Seeker's Extension Application within four (4) Business Hours of receipt of the Extension Application.
- 11.4.4 When considering whether to grant an extension for the timeframe that is the subject of the Access Seeker's Extension Application, the Access Provider will, acting reasonably, have regard to the following factors, which include, but are not limited to:
- (a) the relative weighting of the timeframe corresponding to the task, compared with the overall duration of the Mobile Co-location Tasks (for example, where the timeframe constitutes a smaller proportion of the overall duration, this timeframe is more likely to receive an extension);
 - (b) the extent of the progress made by the Access Seeker towards overall completion of the Mobile Co-location Tasks (for example, the timeframes that fall within the Access Seeker Build period are more likely to receive an extension);
 - (c) the interests of other users of the Relevant Facilities (for example, other Access Seekers already receiving the Mobile Co-location Service at the Relevant Facilities); ~~and~~
 - ~~(d)~~ the interests of other Access Seekers in the Queue [for the Relevant Facilities](#); and
 - ~~(d)(e)~~ [the Access Provider's Forecast for the Relevant Facilities](#).
- 11.4.5 The Access Provider will notify the Access Seeker in writing within three (3) Working Days as to whether the Extension Application is accepted or rejected, including reasons in the case of a rejection.
- 11.4.6 Where an Extension Application is accepted, the Access Provider will notify the Access Seeker of any conditions that must be complied with in relation to the extension.
- 11.4.7 If the Access Seeker cannot meet the conditions imposed under clause 11.4.6 above, the Access Provider may choose to reject the Access Seeker's Extension Application.
- 11.4.8 Where an Extension Application is rejected:
- (a) the Access Provider will provide the Access Seeker with detailed reasons for the rejection; and
 - (b) the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue.
- 11.4.9 For the avoidance of doubt, if the Access Seeker has already materially exceeded a timeframe and the Access Provider has not received an Extension Application from the Access Seeker in relation to the relevant timeframe, the Access Seeker is deemed to have declined to proceed, in which case the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue.

11.5 Access Provider

- 11.5.1 The queuing ~~policy-principles~~ set out in this section 11 ~~applies~~ to

requirements

- the Access Provider's [Forecasts, and the additional Access Provider's Forecasts, in accordance with this clause 11.5](#)~~current and reasonable forecast requirements for capacity on the Relevant Facilities.~~
- 11.5.2 In the context of this section 11, "additional [Access Provider's Forecasts](#)"~~or new" current and reasonable forecast requirements~~ means requirements [for capacity at the Relevant Facilities](#)~~ies that are in addition to the Access Provider's Forecasts at the time immediately prior to the formation of a Queue for those Relevant Facilities~~~~not previously within the scope of the existing current and reasonable forecast requirements for capacity on the Relevant Facilities;~~ introduced after the Queue had been formed.
- 11.5.3 ~~The Access Provider~~Where the Access Provider forecasts additional or new [current and reasonable forecast requirements for capacity on the Relevant Facilities](#) after one or more Access Seekers have been placed in the Queue, the Access Provider will be treated as though it were placed in the Queue [in relation to its additional Access Provider's Forecasts for the purposes of applying the "first come, first served" and "use it or lose it" principles](#)~~in relation to the additional or new current and reasonable forecast requirements for capacity on the Relevant Facilities.~~
- 11.5.4 Where the Access Provider's additional [Access Provider's Forecasts](#)~~or new current and reasonable forecast requirements for capacity~~ on the Relevant Facilities will likely not lead to a material impact on the Application(s) of the Access Seeker(s) currently in the Queue at the Relevant Facilities, the Access Provider may choose to implement its additional [Access Provider's Forecasts](#)~~or new current and reasonable forecast requirements for capacity~~ on the Relevant Facilities concurrently with or prior to the Application(s) of the Access Seeker(s) currently in the Queue.
- 11.5.5 In the event that an Access Provider does not use the Relevant Facility~~ies~~ [in accordance with its Access Provider's Forecasts](#)~~for the purposes of its reasonable forecast requirements for capacity on that Relevant Facility~~ within the Forecast Timeframe as notified on the Common Format Site Database, that [Access Provider's Forecasts](#)~~forecast~~ will lapse and ~~it~~ will be removed from the [Common Format Site Database](#)~~Queue~~. To the extent that the Access Provider wishes to continue to reserve that capacity ~~(subject to clause 9.2.1)~~, it must re-notify those forecast requirements in the Common Format Site Database, [subject to clause 9.1.7 and clause 31.2](#), but such reservations will not take precedence over any other Access Seeker's Application in the Queue prior to that date that the forecasting requirements were re-notified in the Common Format Site Database.

11.6 Disputes

- 11.6.1 In the event that the Access Seeker disputes the Access Provider's application of the queuing policy or the Access Provider's response to any Extension Application, it may follow the Dispute resolution procedure under section 36 of the Mobile Co-location General Terms. Any Dispute in relation to the queuing policy or an Extension Application is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

PART 3 – GREENFIELDS CO-LOCATION CONSULTATION

12 Greenfields Co-location Consultation

<p>12.1 Overview</p>	<p>12.1.1 This section 12 outlines the process for proposing a Greenfields Site, which consists of developing a Sharing Proposal and executing a Greenfields Co-location Agreement for establishing a Greenfields Site (the Greenfields Consultation Process).</p> <p>12.1.2 Participation by the Access Provider and the Access Seeker in the Greenfields Consultation Process is voluntary.</p> <p>12.1.2 12.1.3 Throughout the Greenfields Consultation Process, the parties will use reasonable endeavours to provide any information that is reasonably required for a Sharing Proposal and for the establishment of a Greenfields Site.</p>
<p>12.2 Greenfields Site</p>	<p>12.2.1 A new mobile site Relevant Facility can be established where the Access Provider and the Access Seeker (in conjunction with any other Access Providers or Access Seekers) have an interest in providing mobile services in a location where there are no existing Relevant Facilities (a Greenfields Site).</p> <p>12.2.2 Greenfields Sites are formally established following the execution of a co-location agreement by the Greenfields Access Provider and one or more Greenfields Access Seekers (a Greenfields Co-location Agreement).</p>
<p>12.3 Greenfields parties</p>	<p>12.3.1 An Access Provider that makes reasonable attempts must use its best endeavours to inform all Access Seekers that it intends to establish a new mobile site and proposes that the site Relevant Facility that is likely to be reasonably and/or practicably capable of supporting the Mobile Co-location Service. This proposed site will be a Greenfields Site shall, and the Access Provider will become the Access Provider for the purpose of establishing the Greenfields Site (the Greenfields Access Provider).</p> <p>12.3.2 Where a Greenfields Site has been proposed by a Greenfields Access Provider, any other Access Seeker may choose to become an Access Seeker for the purpose of establishing the Greenfields Site (the Greenfields Access Seeker), provided that the Greenfields Access Provider is notified within 10 Working Days of the Greenfields Access Provider's proposal.</p> <p>12.3.3 If an Access Seeker does not provide Notice to the Greenfields Access Provider in accordance with clause 12.3.2 above, that Access Seeker will be deemed to have rejected the proposal.</p>
<p>12.4 Sharing Proposal</p>	<p>12.4.1 Where the Greenfields Access Provider and one or more Greenfields Access Seekers intend to establish a Greenfields Site, the Greenfields Access Provider will submit to the Greenfields Access Seeker(s) a proposal for establishing the Greenfields Site (a Sharing Proposal).</p> <p>12.4.2 The Sharing Proposal must include the following information:</p> <ul style="list-style-type: none"> (a) the location of the proposed Greenfields Site; (b) an estimate of the costs involved in establishing the Greenfields

Site;

(c) a proposal for the establishment of the Greenfields Site, including details on the equipment to be used and the necessary consents; and

(d) the estimated timeframe for the establishment of the Greenfields Site.

12.4.3 Each Greenfields Access Seeker must notify the Greenfields Access Provider in writing within ~~40~~20 Working Days whether it:

(a) accepts the Sharing Proposal; or

(b) rejects the Sharing Proposal.

12.4.4 If necessary, the Access Seeker may request additional information in relation to particular aspects of the Sharing Proposal, and must specify which additional information is required. The Access Seeker will use all reasonable endeavours to ensure that such request is made as soon as practicable.

12.4.5 Where the Access Seeker requests further information from the Access Provider in relation to the Sharing Proposal, the timeframe specified in clause 12.4.3 will be extended by the period between the request for such information and its receipt by the Access Seeker.

12.4.6 Subject to clause 12.4.5, if a Greenfields Access Seeker does not notify the Greenfields Access Provider in accordance with clause 12.4.3 above, that Greenfields Access Seeker will be deemed to have rejected the Sharing Proposal.

12.5 Greenfields Co-location

12.5.1 Where a Greenfields Access Seeker accepts the Sharing Proposal, the Sharing Proposal will be executed by the Greenfields Access Provider and the Greenfields Access Seeker(s).

12.5.2 The Greenfields Access Provider will be the owner of the Greenfields Site.

12.5.3 The Greenfields Access Provider and the Greenfields Access Seeker(s) will work together throughout the implementation of the Greenfields Site and will use all reasonable endeavours to provide any information reasonably required (including regular progress reporting) for the establishment of the Greenfields Site.

12.5.4 On execution of the Sharing Proposal in accordance with clause 12.4~~Error! Reference source not found.~~ the Mobile Co-location Terms apply with any necessary modifications.

[12.5.5 The Greenfields Co-location Agreement will include all terms and conditions that the parties agree in relation to the Greenfields Site, including which party or parties will be responsible for obtaining all necessary consents and the building of the Greenfields Site. The parties may also choose to include provisions relating to whether a party can opt-out of the Greenfields Co-location Agreement.](#)

PART 4 – PROVISIONING AND MOBILE CO-LOCATION TASKS

13 Provisioning System

- 13.1 Overview**
- 13.1.1 This section 13 sets out the system that will be used by the Access Seeker to submit and track Applications and by the Access Provider to receive and provide notification of Applications. This section also sets out the grounds for rejection of an Application and the processes for progress reporting by the Access Provider and the tracking of tasks by the Access Seeker.
- 13.1.2 The Access Provider will have either a web-based or paper-based system for the provision of the Mobile Co-location Service (the **Provisioning System**).
- 13.1.3 All Applications for the Mobile Co-location Service must be placed using the Access Provider's designated Provisioning System. The Access Provider will notify the Access Seeker of its chosen Provisioning System and of the availability of the Provisioning System (e.g., 24 hours a day, 7 days a week).
- 13.1.4 The Provisioning System must be such that it is efficient and economical for any reasonable Access Seeker to use.
- 13.1.5 Any Application(s) that the Access Seeker attempts to place by other means than the Provisioning System (for example, by unauthorised email or fax) will be invalid and may be disregarded by the Access Provider. If an Access Seeker does place an invalid Application, the Access Provider will use all reasonable endeavours to notify the Access Seeker if such an Application has been received. The Service Levels in the Mobile Co-location Service Level Terms will not apply to the Access Provider in relation to an invalid Application.
- 13.1.6 The Provisioning System allows the Access Seeker to:
- (a) submit and track the status of Applications, whether by monthly notice from the Access Provider or by having access to the Provisioning System; and
 - (b) update existing Applications (up to the time they are accepted).
- 13.1.7 Each task and target timeframe in the end-to-end process for the implementation and supply of the Mobile Co-location Service at the Relevant Facilities is set out in Appendix D (the **Mobile Co-location Tasks**). Where the Access Seeker makes a material update to an Application in accordance with clause 13.1.6(b), the timeframes set out in Appendix D will restart.
- 13.1.8 Through the use of the Provisioning System, the Access Provider will provide the Access Seeker with an acknowledgement when each task in the Mobile Co-location Tasks has been completed in response to each Application submitted by the Access Seeker.
- 13.1.9 The Access Provider may choose to update the Provisioning System (for example, on a monthly basis) and inform the Access Seeker of any material changes to the Provisioning System following such updates.

13.1.10 The Provisioning System is owned by the Access Provider. The use of the Provisioning System is subject to the Mobile Co-location General Terms and this Manual.

13.2 Training and support

13.2.1 The Access Provider will offer to the Access Seeker reasonable initial set up training on the Provisioning System.

13.2.2 "Reasonable initial set up training" in this context consists of a workshop held at a mutually convenient Access Provider location. The workshop will address:

- (a) overview for forms of forecasting;
- (b) overview for forms of ordering;
- (c) basic details of the Provisioning System (including a demonstration of its functionality);
- (d) overview of billing and accounts; and
- (e) any questions.

13.2.3 The Access Seeker will ensure that a reasonable number of staff (up to a maximum number of ten (10)) attend any training provided.

13.3 Access to the Provisioning System

13.3.1 The Provisioning System allows the Access Seeker to place and monitor Applications with the Access Provider.

13.3.2 In accordance with section 2, the Access Seeker will provide the Access Provider with the names of one or two people to become user administrators for the Provisioning System. These people will then manage the creating and disabling of Access Seeker staff accounts to access the Provisioning System.

13.3.3 On request from the Access Seeker, the Access Provider will reset, disable or alter the user administrator accounts.

13.3.4 Subject to clause 13.3.5, the Access Provider reserves the right to restrict or prohibit access to the Provisioning System if any of the Access Seeker's staff or systems:

- (a) perform malicious or unintentional actions that damage or may potentially damage the Provisioning System and any related systems;
- (b) use the Provisioning System in an unauthorised manner or in such a way that causes or may cause material performance issues, provided that the Access Provider will restrict or prohibit access to the minimum extent practicable to protect the Provisioning System and any related systems.

13.3.5 The Access Provider must use all reasonable endeavours to provide the Access Seeker with reasonable prior Notice of any restrictions or prohibitions. Where this is not practicable in the circumstances, the Access Provider will advise the Access Seeker of the restriction or prohibition as soon as practicable after the event.

13.4 Terms of use

13.4.1 The Access Seeker must only use the Provisioning System for purposes authorised by the Access Provider.

13.4.2 The Access Provider will use all reasonable endeavours to ensure that the Provisioning System is available to the Access Seeker in

accordance with the previously stated availability pursuant to clause 13.1.3 above (e.g., 24 hours a day, 7 days a week).

13.4.3 The Access Seeker is responsible for ensuring that its own systems are configured in accordance with its use of the Provisioning System.

13.4.4 Although the Access Provider intends to take reasonable steps to prevent the introduction of viruses or other destructive features to the Provisioning System (in the case of an online system), the Access Provider does not guarantee that the Provisioning System is free of such viruses or other destructive features.

13.4.5 If the Access Provider advises the Access Seeker that the Provisioning System is unavailable, the Access Seeker may submit provisioning requests by emailing the relevant form to the Access Provider's Mobile Co-location Service Manager's contact email address.

13.5 Additional functionalities within or enhancements to the Provisioning System

13.5.1 Where the Access Provider creates any additional functionality within, or makes any enhancement to, the Provisioning System, the Access Provider will give Notice to the Access Seeker. The Access Seeker will modify its own provisioning systems and/or operational procedures to the extent required. The Access Provider must consult with the Access Seeker before notifying the Access Seeker of any additional functionality within, or any enhancement to, the Provisioning System, which affect the Access Seeker's use of the Provisioning System in relation to the Mobile Co-location Service.

13.5.2 The Access Seeker will utilise any additional functionality within, or any enhancement to, the Provisioning System, as notified by the Access Provider from the date specified in the Access Provider's Notice.

13.5.3 The Access Seeker is responsible for ensuring that its own systems are configured in accordance with its use of the Provisioning System and comply with the requirements in the Access Provider's technical documents and user guides, as provided by the Access Provider to the Access Seeker.

13.6 Costs

13.6.1 The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Provisioning System, including any modifications and enhancements.

13.6.2 The Access Seeker will be solely responsible for the costs of modifying its systems to interface with the Provisioning System and for participating in the consultation and implementation process.

13.7 Provisioning System Application processing

13.7.1 The Access Provider will use all reasonable endeavours to ensure that all Applications entered into the Provisioning System by the Access Seeker outside of Business Hours on any Working Day are processed on the next Working Day.

13.7.2 When an Application submitted by the Access Seeker is received, the Access Provider will notify the Access Seeker and, subject to clause 13.7.3, this will be the time when the Application is deemed to have been received.

13.7.3 For the purpose of determining whether the Access Provider has met any relevant Service Levels under the Mobile Co-location Service Level Terms for dealing with Applications, the notification by

the Access Provider of receipt of any Application(s) submitted to the Access Provider outside of Business Hours will be given by the Access Provider in the first Business Hour of the following Working Day.

- 13.7.4 For each Application that is submitted by the Access Seeker, the Access Seeker must complete all of the fields on the relevant form.
- 13.7.5 An Application will be deemed invalid and may be rejected by the Access Provider if it is not submitted in accordance with this Manual.
- 13.7.6 The Access Provider will perform a validation check of each Application that it receives. The validation check will determine whether the Application complies with the requirements of this Manual.

13.8 Rejection of an Application

- 13.8.1 If any Application submitted by the Access Seeker is rejected by the Access Provider, the Access Provider will notify the Access Seeker of that rejection and provide the Access Seeker with the reason(s) for the rejection.
- 13.8.2 The Access Provider will take into account the following factors when processing an Application, which include but are not limited to:
 - (a) reasonable technical and operational practicability having regard to the Access Provider's Network;
 - (b) network security and safety;
 - (c) existing legal duties on the Access Provider to provide a defined level of service to Customers or End Users of the Mobile Co-location Service;
 - (d) the inability, or likely inability, of the Access Seeker to comply with any reasonable conditions on which the Mobile Co-location Service is supplied;
 - (e) the Access Provider's current and reasonable forecast requirements for capacity on the Relevant Facilities;
 - (f) the management of existing or potential radio spectrum interference arising from use of the Relevant Facilities, including considering whether the relevant Application complies with the requirements set out in the Interference Management and Design document;
 - (g) all relevant requirements under the RMA, the Building Act 2004 and/or any relevant District or Regional Plan;
 - (h) all relevant health and safety requirements under any enactment;
 - (i) all existing contractual obligations to third parties, including lessors of land on which Relevant Facilities are located; and
 - (j) the interests of third parties, including other Access Seekers, who use the Relevant Facilities.

13.9 Access Provider progress reports

- 13.9.1 Clauses 13.9 and 13.10 apply only where the Access Provider does not operate web-based Provisioning System that enables an Access Seeker to track the status of its Applications.
- 13.9.2 ~~Within 5 Working Days of the commencement of each month, t~~The Access Provider will provide the Access Seeker with a monthly progress report (e.g. on a spreadsheet) relating to the Access Seeker's Application(s) for the Mobile Co-location Service at all of the Access Provider's Relevant Facilities where the Access Provider

has received an Application from the Access Seeker.

- 13.9.3 The progress report will include the following information:
- (a) the tasks already completed (including the dates of completion) by both the Access Provider and the Access Seeker at the Relevant Facilities, corresponding to the Mobile Co-location Tasks;
 - (b) the estimated expected completion dates for each of the tasks remaining in the Mobile Co-location Tasks;
 - (c) where the Access Seeker Build has begun at the Relevant Facilities, the degree of progress as well as the estimated expected completion date for each task in the Access Seeker Build period; and
 - (d) the estimated expected date that the Access Seeker Equipment will be operationalised.
- 13.9.4 The Access Provider will provide the Access Seeker's Mobile Co-location Service Manager with the progress report on the last Working Day of each month.

13.10 Access Seeker tracking reports

- 13.10.1 The Access Seeker will be responsible for tracking its own progress relating to the Access Seeker's Application(s) for the Mobile Co-location Service at each of the Relevant Facilities where the Access Seeker has made an Application.
- 13.10.2 The Access Seeker's Mobile Co-location Service Manager must send its tracking report to the Access Provider's Mobile Co-location Service Manager five (5) Working Days before the ~~last Working Day~~ end of each month.
- 13.10.3 The purpose of the Access Seeker's tracking report is to provide the Access Provider with the information required to develop and update the monthly progress reports supplied under clause 13.9 above.
- 13.10.4 The tracking report must include the following information:
- (a) the tasks already completed by the Access Seeker (including the dates of completion) at the Relevant Facilities, corresponding to the Mobile Co-location Tasks;
 - (b) the estimated expected completion dates for each of the tasks remaining in the Mobile Co-location Tasks; and
 - (c) where the Access Seeker Build has begun at the Relevant Facilities, the degree of progress as well as the estimated expected completion date for each task in the Access Seeker Build period.

13.11 Irregularities

- 13.11.1 The Access Provider may waive immaterial irregularities and process Applications where the intention is unambiguous. Examples of such irregularities include:
- (a) use of different conjunctions (e.g. "&" instead of "and");
 - (b) improper application or omission of apostrophes;
 - (c) variations in letter case;
 - (d) use of initials instead of first names, or vice versa; and
 - (e) names where letters have been accidentally transposed but the meaning is still clear (e.g. Dominoin = Dominion).

14 Multi-Site Application Project

14.1 Overview

- 14.1.1 This section 14 sets out the process that will enable the Access Seeker to submit ~~an~~ Application for the Mobile Co-location Service ~~in relation to~~ ten (10) or more Relevant Facilities (**Multi-Site Application**) as an alternative to submitting individual Applications in relation to those Relevant Facilities.
- 14.1.2 The Access Seeker may use the Common Format Site Database to research the Standard Site Types, the geographic areas, or other reason for a Multi-Site Application.

14.2 Process for Multi-Site Application project

- 14.2.1 Where the Access Seeker has identified ten (10) or more Relevant Facilities that it wishes to apply for at once, it will group them together either:
- by geographic area (but not necessarily by ~~District~~Region; ~~but~~ for example, Tauranga); or
 - by Standard Site Type as identified by the Access Seeker in the Common Format Site Database; or
 - by specific group identified by the Access Seeker (for example, State Highway 1),
- and such group will form the Access Seeker's Multi-Site Application.
- 14.2.2 The Access Seeker will provide the Access Provider with a forecast of the number of its Multi-Site Applications in its Mobile Co-location Forecast, in accordance with clause 8.1.4(d).
- 14.2.3 ~~Upon submitting the forecast, the~~ Access Seeker may only will submit ~~its~~ Multi-Site Application ~~aligned with its forecast in accordance with its Mobile Co-location Forecasts provided under clause 14.2.2. and The Multi-Site Application will be submitted by the Access Seeker to the Access Provider~~ in a form agreed by the Parties.
- 14.2.4 The Multi-Site Application must contain the physical location of each ~~of the~~ Relevant Facilityies included in the Multi-Site Application, and ~~the~~ Agreed Solutions or approved Disagreed Solutions for each Relevant Facility.
- 14.2.5 The Access Seeker will provide the following additional information to the Access Provider as a part of the Multi-Site Application:
- an overview of how the Access Seeker proposes the Multi-Site Application could proceed;
 - 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; and
 - an explanation of why the Access Seeker considers the Multi-Site Application process is suitable in relation to the Relevant Facilities that are the subject of the Multi-Site Application.
- ~~14.2.5~~14.2.6 Upon receipt of the Multi-Site Application, the Access Provider will provide the Access Seeker with

acknowledgement of such receipt within four (4) Business Hours.

~~14.2.6~~14.2.7 The Access Provider will notify the Access Seeker within three (3) Working Days of receipt of ~~the~~ Multi-Site Application whether such Application complies with the requirements of this section 14 and whether it contains all required information. Where the Access Provider determines that the Multi-Site Application is invalid, such Application will be rejected and the Access Provider will provide the Access Seeker with reasons for such a decision.

~~14.2.7~~14.2.8 The Access Provider will review valid Multi-Site Applications, including the additional information provided by the Access Seeker under clause 14.2.5, and prepare (and provide to the Access Seeker) a project plan in respect of that Multi-Site Application (**Multi-Site Project Plan**) within either:

- (a) five (5) Working Days of the receipt of the Multi-Site Application where it involves ten (10) Relevant Facilities;
- (b) ten (10) Working Days of receipt of the Multi-Site Application where it involves between 10 and 30 (inclusive) Relevant Facilities; or
- (c) 15 Working Days of receipt of the Multi-Site Application where it involves more than 30 Relevant Facilities.

~~14.2.8~~14.2.9 Where the Access Provider reasonably requests further information from the Access Seeker in relation to ~~its~~ Multi-Site Application, the timeframes specified above will be extended by the period between the request for such information and ~~the~~ receipt of such information by the Access Provider.

~~14.2.9~~14.2.10 The Multi-Site Project Plan prepared by the Access Provider under clause 14.2.8 will include:

- (a) the name and contact details of the relevant project manager of the Access Provider;
- (b) the proposed processes and timeframes for the Access Seeker's submission of the Full Site Applications for the Relevant Facilities; and
- (c) the proposed Service Levels which will apply; and
- (d) any other relevant information.

~~14.2.10~~14.2.11 The Parties will meet to discuss the Multi-Site Project Plan within five (5) Working Days of the Access Seeker receiving the Multi-Site Project Plan.

~~14.2.11~~14.2.12 The Parties will have ten (10) Working Days from the date that the Access Seeker receives the Multi-Site ~~Project~~ Plan to agree the Multi-Site ~~Project~~ Plan.

~~14.2.12~~14.2.13 Where the parties fail to reach agreement in accordance with clause 14.2.12:

- (a) either Party may elect to go through the Dispute Resolution in accordance with section 36 of the Mobile Co-location General Terms; or
- (b) the Access Seeker may re-submit the Multi-Site Application under the standard process set out in this ~~Manual~~[section 14](#).

15 Site desktop assessment – Stage 1

15.1	Site Data Pack Application	<p>15.1.1 The Access Seeker may submit an Application to request the Access Provider to issue an information pack in order for the Access Seeker to assess the suitability of the Relevant Facilities for the Mobile Co-location Service (the Site Data Pack Application). The Access Seeker will only submit Site Data Pack Applications to the extent that the Site Data Pack Applications were forecasted by the Access Seeker, in accordance with Part 2.</p> <p>15.1.2 The Site Data Pack Application must be made using the Provisioning System and must be in the form set out in Appendix E.</p> <p>15.1.3 Upon receiving the Site Data Pack Application from the Access Seeker, the Access Provider will provide acknowledgement of receipt of the Site Data Pack Application to the Access Seeker within four (4) Business Hours of receipt.</p>
15.2	Site Data Pack	<p>15.2.1 After the Access Provider receives the Site Data Pack Application, the Access Provider will issue to the Access Seeker an information pack containing the data relating to the Relevant Facilities (the Site Data Pack) within five (5) Working Days, subject to the exclusions and limitations in the Mobile Co-location Service Level Terms. Where the Site Data Pack Application does not contain sufficient information, or otherwise does not comply with this section 15, the Access Provider will reject the Site Data Pack Application within five (5) Working Days.</p> <p>15.2.2 Most Site Data Packs will be compiled from existing records as a desktop exercise. The information contained in the Site Data Pack is only as current as at the day it is supplied to the Access Seeker.</p> <p>15.2.3 The Site Data Pack is intended as a guide for the Access Seeker in advance of making an Initial Site Application or Full Site Application.</p> <p>15.2.4 The Site Data Pack will include the information set out in Appendix F, including sufficiently detailed and relevant information relating to:</p> <ul style="list-style-type: none"> (a) the right of Relevant Occupation, including the rights to sub-let or sub-licence; (b) the area of and any remaining space at the Relevant Facilities after taking into account any Access Provider's Forecasts on the Relevant Facilities; (c) health and safety hazards at the Relevant Facilities that the Access Provider is reasonably aware of; and (d) any further relevant special circumstances or special conditions imposed on the Relevant Facilities that the Access Provider

believes may have a material impact on the Access Seeker's Initial Site Application, including without limitation details of all [Full Site](#) other Applications [that the Access Provider has received in relation to the subject of any Queue applicable to those](#) Relevant Facilities; and

~~(e)(d) the Access Provider's current and reasonable forecast requirements for capacity.~~

15.2.5 Where it is reasonably practicable for the Access Provider, the Access Provider may also include in the Site Data Pack any additional information about the Relevant Facilities, such as RMA consents, photos and/or drawings of the Relevant Facilities, or access information.

15.2.6 If the Access Seeker has included in its Site Data Pack Application a request to receive specified additional information in the Site Data Pack, the Access Provider will use its reasonable endeavours to respond to such a request if the Access Provider reasonably believes that the additional information is relevant to the Access Seeker's Initial Site Application or Full Site Application. (For example, where the Access Seeker anticipates that it will require certain levels of power capacity at the Relevant Facilities, this information may be requested by the Access Seeker in the Site Data Pack Application for the Access Provider to include specific information (where relevant) on power capacity in the Site Data Pack.)

15.2.7 The Access Provider ~~wish~~ [use its best endeavours to inform the Access Seeker of any change to the information contained in the Site Data Pack for particular Relevant Facilities that occurs within ten \(10\) Working Days following from the date on which the Access Seeker receives a Site Data Pack, if such change which may materially affect the provision of the Mobile Co-location Service at the Relevant Facilities](#) ~~must ensure that the information contained in the Site Data Pack is accurate for at least 10 Working Days following its receipt by the Access Seeker.~~

15.3 Letter of notice to Landlord

15.3.1 Where the Access Seeker's Site Data Pack Application relates to a Site that is subject to a right of Relevant Occupation between the Access Provider and a Landlord, [within three \(3\) Working Days from the date on which the Access Provider receives an Initial Site Application or a Full Site Application from the Access Seeker in relation to that Site at the same time as the Access Provider issues the Site Data Pack](#), the Access Provider will:

- (a) send to the Landlord a letter of notice, substantially in the form set out in Appendix G; and
- (b) provide to the Access Seeker a copy of the letter of notice sent to the Landlord.

15.3.2 The letter of notice sent to the Landlord under clause 15.3.1(a) above does not form a part of the Site Data Pack.

15.3.3 The letter of notice to the Landlord is intended as an introductory letter to explain:

- (a) the purpose for the supply of the Mobile Co-location Service at the Relevant Facilities;
- (b) the relationship between the Access Provider and the Access Seeker under the Mobile Co-location Terms, but must also state that no agreement has been entered into between the Parties; and

- (c) the overall process for implementation of the Mobile Co-location Service.

15.4 Initial Site Application

- 15.4.1 No later than ten (10) Working Days after the Access Seeker receives the Site Data Pack, the Access Seeker will either:
- (a) accept the Site Data Pack and file a preliminary Application for the Mobile Co-location Service at the Relevant Facilities (an **Initial Site Application**); or
 - (b) accept the Site Data Pack and ~~proceed to~~ file a Full Site Application for the Mobile Co-location Service at the Relevant Facilities pursuant to clause 16.3; or
 - (c) notify the Access Provider that the Access Seeker declines to proceed with filing either an Initial Site Application or a Full Site Application for the Relevant Facilities.
- 15.4.2 The purpose of the Initial Site Application is for the Access Seeker to outline its preliminary proposal relating to the Access Seeker Equipment on or with the Relevant Facilities and to enable the Access Provider to undertake any preparation required in advance of the Detailed Site Design Visit.
- 15.4.3 The Initial Site Application must be made using the Provisioning System and must be in the form set out in Appendix H. The Access Provider must confirm to the Access Seeker that the Access Provider has received the Initial Site Application within four (4) Business Hours of receiving the Application.

16 Detailed Site Design – Stage 2

16.1 Overview

- 16.1.1 The Initial Site Application is a formal request by the Access Seeker to undertake a visit to the Relevant Facilities (the **Detailed Site Design Visit**) in accordance with this section 16.
- 16.1.2 The Detailed Site Design Visit provides the Access Seeker with the opportunity to obtain additional information from the Access Provider for the purpose of the Access Seeker filing a Full Site Application for the Mobile Co-location Service at the Relevant Facilities.

16.2 Detailed Site Design Visit

- 16.2.1 Within ~~ten (10)~~ Working Days of receipt of the Initial Site Application, the Access Provider and the Access Seeker will jointly conduct a Detailed Site Design Visit at the Relevant Facilities that are the subject of the Access Seeker's Initial Site Application. The Access Provider and Access Seeker will use all reasonable endeavours agree on a suitable time and date within this ~~ten (10)~~ Working Day period.
- 16.2.2 The Access Provider's and the Access Seeker's nominated Mobile Co-location Project Managers will each act as the primary manager for each Party for the Detailed Site Design Visit. The role of each of the Mobile Co-location Project Managers is to facilitate communication between the Parties relating to the Detailed Site Design Visit, schedule the Detailed Site Design Visit and take responsibility for any related matters.
- 16.2.3 The Access Provider and the Access Seeker must provide representatives to attend the Detailed Site Design Visit that are accredited and competently qualified.

- 16.2.4 During the Detailed Site Design Visit, the Access Provider and the Access Seeker will reasonably work together to:
- (a) physically audit the Relevant Facilities;
 - (b) propose the placement of the Access Seeker Equipment on the Relevant Facilities; and
 - (c) gather all additional on-site information required, in order to gather the information required to complete the notes documenting the Detailed Site Design Visit (the **Site Design Notes**).
- 16.2.5 During the Detailed Site Design Visit, the Access Provider and the Access Seeker will use all reasonable endeavours to populate the fields in the Site Design Notes where practical.
- 16.2.6 The Site Design Notes must be in the form set out in Appendix I.
- 16.2.7 Within five (5) Working Days following the Detailed Site Design Visit, the Access Seeker will complete all remaining fields in the Site Design Notes, based on the on-site information gathered at the Detailed Site Design Visit. After the Access Seeker's Project Manager agrees the Site Design Notes, the Access Seeker will provide to the Access Provider a signed copy of the agreed Site Design Notes, as soon as reasonably practical following the completion of the Detailed Site Design Visit. The Access Provider will provide acknowledgement of receipt of the Site Design Notes within four (4) Business Hours of receipt.
- 16.2.8 Within three (3) Working Days after the Access Provider receives the completed Site Design Notes from the Access Seeker, the Access Provider will either:
- (a) confirm to the Access Seeker that the Site Design Notes have been completed in accordance with the Detailed Site Design Visit; or
 - (b) make a request to the Access Seeker for further consultation in relation to the Site Design Notes, after which time the Access Provider and the Access Seeker will use reasonable endeavours to agree the Site Design Notes following such consultation.
- 16.2.9 After the Access Provider's Mobile Co-location Project Manager agrees the Site Design Notes pursuant to clause 16.2.8 above (following any consultation required), the Access Provider will immediately provide to the Access Seeker a signed copy of the agreed Site Design Notes.
- 16.2.10 The Access Seeker is responsible for providing all of the equipment, including specialist equipment (for example, a cherry picker), that the Access Seeker requires in order to undertake the Detailed Site Design Visit and complete the Site Design Notes. The Access Seeker is also responsible for all of its costs incurred in relation to the Detailed Site Design Visit, including providing Access Seeker representatives to attend the Detailed Site Design Visit.
- 16.2.11 Following the Detailed Site Design Visit and the approval of the Site Design Notes by the Access Provider, or where the Access Seeker proceeds directly to a Full Site Application in accordance with clause 15.4.1, the Access Seeker will develop and draw up a design for the Access Seeker Equipment on the Relevant Facilities, in accordance with the requirements set out in this Manual (the

Detailed Site Design).

- 16.2.12 The Detailed Site Design is intended to form the basis for a Full Site Application for the Mobile Co-location Service at the Relevant Facilities. The Detailed Site Design must include sufficiently detailed information, including:
- (a) specifications for all the Access Seeker Equipment that the Access Seeker intends to place on or with the Relevant Facilities;
 - (b) plans for where the Access Seeker Equipment will be located on the Relevant Facilities; and
 - (c) plans and elevation view drawings that show how the Access Seeker Equipment will be attached to the Mast.
- 16.2.13 The Detailed Site Design must not be substantially or materially different from the Site Design Notes, unless (and to the extent that) the Parties have previously mutually agreed to a variation of the Site Design Notes. If the Access Seeker intends to develop a Detailed Site Design that is, or is likely to be, substantially or materially different from the Site Design Notes, the Access Seeker will consult with the Access Provider in relation to the proposed variation prior to completing the Detailed Site Design. Where the Access Provider does not reasonably agree to the proposed variation to the Site Design Notes, the Access Provider may request the Access Seeker to jointly undertake a second Detailed Site Design Visit.
- 16.2.14 In the event that a Party disputes a matter in relation to the Detailed Site Design Visit, the Site Design Notes or the Detailed Site Design:
- (a) that Party may follow the Dispute resolution procedure under section 36 of the Mobile Co-location General Terms and such a Dispute must be resolved by expert determination; and
 - (b) the relevant Application will not progress until such a Dispute has been resolved.

16.3 Full Site Application

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- 16.3.1 No later than 20 Working Days after the Access Provider and the Access Seeker attend the Detailed Site Design Visit, or where the Access Seeker decides to proceed to the Full Site Application Stage in accordance with clause 15.4.1(b), the Access Seeker will either:
- (a) file a full Application for the Relevant Facilities that incorporates the Detailed Site Design (a **Full Site Application**); or
 - (b) notify the Access Provider that the Access Seeker declines to proceed with filing a Full Site Application.
- 16.3.2 The Full Site Application must include sufficiently detailed information (including all information set out in Appendix J) from which the Access Provider can make an assessment as to whether to grant Preliminary Site Approval, but must not include the final Project Plan and other implementation requirements for the Access Seeker Build at the Relevant Facilities.
- 16.3.3 The Full Site Application must include either an Agreed Standard Solution or a Disagreed Solution, in accordance with the Interference Management and Design document.
- 16.3.4 The Full Site Application must be made using the Provisioning System and must be in the form set out in Appendix J.
- 16.3.5 The Full Site Application is a formal request by the Access Seeker for the Access Provider to issue Preliminary Site Approval for the

Mobile Co-location Service at the Relevant Facilities in accordance with clause 16.4 below.

16.4 Preliminary Site Approval

- 16.4.1 The Access Provider must confirm to the Access Seeker that the Access Provider has received the Full Site Application within four (4) Business Hours of such receipt, at which time the Access Provider will place the Access Seeker in the Queue in accordance with section 11 above.
- 16.4.2 The Access Provider will notify the Access Seeker within five (5) Working Days of receipt of the Full Site Application whether that Full Site Application complies with the Manual (for example, if it contains insufficient or incorrect information). Where the Full Site Application is invalid, it will be rejected, and the Access Provider will provide reasons of such rejection.
- 16.4.3 Within ~~ten (10)~~ Working Days of receipt of the Full Site Application, the Access Provider will either:
- (a) issue the Access Seeker with approval of the Full Site Application (the **Preliminary Site Approval**) and include in the Preliminary Site Approval all conditions required to be met by the Access Seeker prior to the Access Provider issuing Final Site Approval for the Mobile Co-location Service at the Relevant Facilities; or
 - (b) ~~where it has an express right to do so pursuant to these Mobile Co-location Terms,~~ notify the Access Seeker that the Access Provider rejects the Full Site Application, and includes reasons for such rejection, including where the Access Seeker's Detailed Site Design is substantially or materially different from the agreed Site Design Notes and the Access Provider has not previously approved such a variation.
- 16.4.4 The conditions which may be contained in the Preliminary Site Approval include, but are not limited to, the Access Seeker:
- ~~(a) Standard conditions required under every Application, including, but not limited to, the Access Seeker;~~
 - ~~(b)(a)~~ obtaining all consents required from the Landlord, in accordance with the right of Relevant Occupation and the related requirements set out in section 17 below;
 - ~~(b)~~ obtaining all consents required from third parties that use the Relevant Facilities (for example, the New Zealand Police), except where the third party user is another Access Seeker receiving the Mobile Co-location Service at the Relevant Facilities;
 - (c) complying with the RMA and the related requirements set out in section 18 below; ~~and and~~
 - ~~(d) obtaining an Agreed Standard Solution or a Disagreed Solution under the Interference Management and Design document; and~~
 - ~~(e) Specific conditions required by the Access Providers, including, but not limited to:~~
 - ~~(f) obtaining all consents required from third parties that use the Relevant Facilities (for example, the New Zealand Police), except where the third party user is another Access Seeker receiving the Mobile Co-location Service at the Relevant Facilities;~~
 - ~~(g)(d)~~ providing additional information or requiring further changes to the Detailed Site Design, provided such information or changes are reasonable and necessary in order for the Access Provider to issue the Final Site Approval.

16.4.5 The Preliminary Site Approval must be in the form set out in Appendix K.

17 Landlord and third party approvals – Stage 3

17.1	General	17.1.1	The Access Seeker must follow the requirements and processes set out in this section 17 in relation to obtaining the necessary Landlord and third party users consents (excluding those third parties that are other Access Seekers receiving the Mobile Co-location Service at the Relevant Facilities) for the supply of the Mobile Co-location Service to the Access Seeker.
17.2	Access Provider obligations	17.2.1	<p>Where the Initial Site Application or Full Site Application relates to a Site which is subject to a right of Relevant Occupation, after the Access Provider issues the Preliminary Site Approval, the Access Provider will:</p> <ul style="list-style-type: none"> (a) provide the Access Seeker with any necessary relevant documents evidencing the right of the Relevant Occupation (which may be a summary) and any other additional information relating to the right of Relevant Occupation that is reasonably necessary for the Access Seeker to obtain the Landlord's approval (excluding any terms that the Access Provider determines are confidential between the Access Provider and the Landlord). This information is deemed to be the Access Provider's Confidential Information under section 31 of the Mobile Co-location General Terms. If the Access Provider believes that a copy of the document evidencing the right of the Relevant Occupation is not required or that the particular terms are confidential and need to be withheld, then the Access Provider will notify the Access Seeker, including reasons for its decision; (b) grant the Access Seeker authority to directly contact the Landlord in order to obtain the Landlord's consent or written acknowledgement for the Mobile Co-location Service at the Relevant Facilities, subject to clause 17.3.5 below; and (c) use its best endeavours to provide the Access Seeker with <u>reasonable</u> assistance if reasonably requested by the Access Seeker for the purpose of obtaining the Landlord's approval.
17.3	Access Seeker obligations	17.3.1	<p>As soon as reasonably practical, but no later than sixty (60) Working Days (subject to clause 11.4) after the Access Provider issues the Preliminary Site Approval, the Access Seeker must:</p> <ul style="list-style-type: none"> (a) where the right of Relevant Occupation requires the consent of the Landlord for the grant of a sub-lease or sub-licence, obtain the written consent of the Landlord; (b) where the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence without the express written consent of the Landlord, provide written notice to the Landlord of the intended grant of sub-lease or sub-licence and obtain written acknowledgement from the Landlord of the receipt of this notice; (c) bear all costs arising in relation to obtaining the Landlord's written consent or written acknowledgement; and (d) provide a copy of the Landlord's written consent to the Access Provider, or provide a copy of the notice sent to the Landlord and the Landlord's written acknowledgement.

- 17.3.2 Where the Access Seeker requires more than ~~sixty (60)~~ Working Days to fulfil the conditions in clause 17.3.1, [the Access Seeker's relevant Application will lapse and the Access Provider will remove the Access Seeker from the Queue](#)~~they will lose their place in the Queue~~ (subject to clause 11.4).
- 17.3.3 The Access Seeker is solely responsible for obtaining the Landlord's written consent or written acknowledgement.
- 17.3.4 The Access Seeker must also obtain all additional consents which may be required from other third parties that use the Relevant Facilities (for example, the New Zealand Police), excluding those third parties that are other Access Seekers receiving the Mobile Co-location Service at the Relevant Facilities.
- 17.3.5 When consulting and negotiating with the Landlord or any other third party pursuant to this section 17, the Access Seeker must:
- (a) conduct itself in a way that will maintain and preserve a mutually beneficial relationship between the Access Provider and the Landlord or the third party;
 - (b) seek to resolve in good faith any issues that may arise, and to work towards a fair and reasonable outcome for all parties concerned; and
 - (c) not make any claims, representations or warranties on behalf of the Access Provider and the Access Seeker will have no authority to, and must not, bind the Access Provider in any way, unless the Access Seeker has first obtained the Access Provider's prior written consent to do so.

17.4 Right of Relevant Occupation

- 17.4.1 The terms of each right of Relevant Occupation may differ and therefore the process which the Access Seeker must follow to obtain the Landlord's written consent or written acknowledgement may differ.
- 17.4.2 Landlord approval may be required under the terms of the right of Relevant Occupation where, for example:
- (a) the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence, provided that:
 - (i) the terms of any sub-lease or sub-licence remain within the extent of the rights granted to the Access Provider under the right of Relevant Occupation, including without limitation the number of Antenna specified; and
 - (ii) the Landlord receives from the Access Provider written notice of the grant of a sub-lease or sub-licence.
 - (b) the right of Relevant Occupation may permit the Access Provider to grant a sub-lease or sub-licence, provided that the Landlord provides the Access Provider with prior written approval of the grant of a sub-lease or sub-licence. Prior written approval from the Landlord may or may not be able to be withheld by the Landlord and any withholding of approval may or may not have to be reasonable;
 - (c) the Access Seeker's requirements may extend beyond the scope of the rights granted to the Access Provider under the right of Relevant Occupation, including without limitation the number of Antenna specified. In this case, the Landlord may approve and execute a variation in accordance with clause 17.4.3 below; or
 - (d) the right of Relevant Occupation may not permit the Access Provider

to grant a sub-lease or sub-licence. In this case, the Landlord may approve and execute a variation in accordance with clause 17.4.3 below.

- 17.4.3 Where for any reason a variation of the right of Relevant Occupation is required, the Access Seeker will:
- (a) negotiate directly with the Landlord in respect of the terms of the right of Relevant Occupation which may be required to be varied, subject to the provisions below;
 - (b) only agree to vary the terms of the right of Relevant Occupation to the extent that is reasonably required to obtain the Landlord's approval and to meet any conditions set out in the Preliminary Site Approval;
 - (c) only agree to vary the terms of the right of Relevant Occupation where the Access Provider has first agreed in writing to such variations;
 - (d) not agree to any term which will, or is likely to, reduce or alter the rights of the Access Provider under the right of Relevant Occupation;
 - (e) not purport to execute a variation of the right of Relevant Occupation;
 - (f) reasonably communicate with the Access Provider regarding the progress of the negotiations with the Landlord; and
 - (g) include all of the following terms in any such variation:
 - (i) a standard term to the effect that any variation made by the Access Seeker on the Access Provider's behalf will only be valid for as long as the Access Seeker is occupying the Relevant Facilities ~~the~~ subject of the variation and will terminate automatically upon ~~the~~ Access Seeker's use of those Relevant Facilities terminating;
 - (ii) an entire agreement clause, ensuring that none of the negotiations between the Access Seeker and the Landlord are kept confidential from the Access Provider, or are implied in the agreement; ~~i.e. — everything negotiated by the Access Seeker has to be disclosed to the Access Provider; and~~
 - (iii) a clause stating that a breach of the amendment by the Access Seeker will not enable the Landlord to terminate the entire lease, but only the amendment.

~~17.5~~ ~~Access Seeker Agreements~~

~~17.5.1~~ ~~Nothing in this section 17, or in this Manual precludes the Access Seeker from negotiating its own lease and/or agreement directly with the Landlord.~~

18 Resource Management Act 1991 consents – Stage 3

18.1	General	<p>18.1.1 The Access Seeker must obtain from the relevant Authority all necessary RMA consents that are required for the Access Seeker Equipment on or with the Relevant Facilities for the supply of the Mobile Co-location Service.</p> <p>18.1.2 The Access Seeker must comply with all relevant bylaws, regulations and any District or Regional Plans.</p> <p>18.1.3 The Access Seeker is responsible for all costs associated with the Access Seeker applying for and obtaining RMA consents.</p>
18.2	Access Provider obligations	<p>18.2.1 After the Access Provider issues the Preliminary Site Approval, the Access Provider will:</p> <p>(a) use its best endeavours to provide the Access Seeker with <u>reasonable</u> assistance if reasonably requested by the Access Seeker when the Access Seeker is applying for and obtaining RMA consents; and</p> <p>(b) if contacted by the relevant Authority in relation to the Access Seeker's RMA consent applications, act in good faith to reasonably assist the Access Seeker to the extent that reasonable assistance is required to obtain such RMA consents.</p>
18.3	Access Seeker obligations	<p>18.3.1 The Access Seeker must at all times act in accordance with the RMA.</p> <p>18.3.2 The Access Seeker must not:</p> <p>(a) act in any way that is inconsistent with the Access Provider's rights under the RMA, or compromises those rights in any way;</p> <p>(b) accept any condition of any RMA consent from the relevant Authority which may, or is likely to, compromise the Access Provider's rights or restrict the Access Provider's rights under the RMA in the future; and</p> <p>(c) accept any condition of any RMA consent which imposes upon the Access Provider any ongoing obligations (for example, to test or monitor the Relevant Facilities);</p> <p>18.3.3 Where any conditions contained in any RMA consent are imposed on the Access Seeker Equipment, the Access Seeker must ensure that all such conditions are met and complied with on an ongoing basis.</p> <p>18.3.4 Where the Access Seeker's RMA consent application is deemed by the relevant Authority to be a permitted activity under the RMA (in which case RMA consent does not need to be obtained), the Access Seeker must obtain and provide to the Access Provider a copy of the Access Seeker's RMA certificate of compliance, issued by the relevant Authority.</p> <p>18.3.5 Where any community or third party consultation is required in relation to the application for or obtaining of RMA consents, the Access Seeker must conduct itself in accordance with the manner and standards set out in section 5 above in relation to communications.</p>
18.4	RMA consents	<p>18.4.1 The Access Seeker will send to the Access Provider a copy of each RMA consent application relating to the Relevant Facilities as soon</p>

as practicable following the lodging of the RMA consent applications.

- 18.4.2 The Access Seeker will send to the Access Provider a copy of each RMA consent and certificate of compliance that has been granted by the relevant Authority relating to the Relevant Facilities as soon as practicable following the granting.

18.5 Shared RMA consent applications

- 18.5.1 The Access Provider and the Access Seeker may choose to jointly participate in applying for an RMA consent (a **shared RMA consent application**), at or around the same time that the Access Seeker applies for any RMA consents for the Access Seeker Equipment at the Relevant Facilities, but there will be no obligation on either party to jointly participate in a shared RMA consent application.

19 Final Site Approval – Stage 3

19.1 Preliminary Notice

- 19.1.1 At the date of expiry of the Preliminary Site Approval, the Access Seeker must provide the Access Provider with its notice that it has fulfilled the conditions (the **Preliminary Notice**), which will either:
- (a) confirm to the Access Provider that the Access Seeker has fulfilled all of the conditions contained in the Preliminary Site Approval, including providing sufficient information to demonstrate that the conditions have been fulfilled, in accordance with clause 19.2 below; or
 - (b) advise the Access Provider that one or more of the conditions contained in the Preliminary Site Approval have not been met.
- 19.1.2 Where the Access Seeker notifies the Access Provider in the Preliminary Notice that it has not fulfilled one or more of the conditions:
- (a) the Access Seeker must ensure that it does not proceed with any work relating to the Preliminary Site Approval, including not installing, testing, operating, maintaining, repairing or removing the Access Seeker Equipment on or with the Relevant Facilities;
 - (b) the Access Seeker must inform the Access Provider of the detailed reasons for not fulfilling the conditions; and
 - (c) the Access Seeker may either:
 - (i) apply to the Access Provider for an Extension Application under clause 11.4; or
 - (ii) make a request to the Access Provider for a variation of the condition(s).
- 19.1.3 The Preliminary Notice must contain all information as set out in clause 19.2.

19.2 Demonstration of fulfilment of conditions

- 19.2.1 Where the Access Seeker has obtained the written consent or written acknowledgement of the Landlord under the right of Relevant Occupation for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker will notify the Access Provider in the Preliminary Notice of the Landlord's written consent or written acknowledgement and include copies of the relevant documents, pursuant to clause 17.3.1 above, with its Preliminary Notice.
- 19.2.2 Where the Access Seeker and the Landlord have negotiated terms which may require a variation of the right of Relevant Occupation in accordance with clause 17.4.3:
- (a) the Access Seeker will notify the Access Provider of the agreed

terms;

- (b) the Access Provider will promptly notify the Access Seeker as to whether such terms are acceptable to the Access Provider; and
- (c) any agreed variation of the right of Relevant Occupation that is required for the Access Seeker to meet the conditions contained in the Preliminary Site Approval must be executed by the Access Provider and the Landlord.

19.2.3 The Access Seeker will provide the Access Provider with a copy of all RMA consents and/or certificates of compliance obtained from the relevant Authority with its Preliminary Notice.

~~19.2.3~~ 19.2.4 The Access Seeker will provide the Access Provider with a copy of all other consents obtained from third parties with its Preliminary Notice.

~~19.2.4~~ 19.2.5 Where the Access Seeker was required to meet any further conditions contained in the Preliminary Site Approval, the Access Seeker's Preliminary Notice must include sufficient information for the Access Provider to determine that the conditions have been satisfied. For example, where the Preliminary Site Approval requires the Access Seeker to make changes to the Detailed Site Design, the Access Seeker will provide the Access Provider with an amended copy of the Detailed Site Design and any additional information relating to the changes to the Detailed Site Design.

19.3 Final Site Approval

- 19.3.1 The Access Provider must confirm (in writing) to the Access Seeker that the Access Provider has received the Access Seeker's Preliminary Notice within four (4) Business Hours of such receipt.
- 19.3.2 The Access Provider will, within five (5) Working Days of receiving the Preliminary Notice, either:
 - (a) notify the Access Seeker that the Access Provider is satisfied that the Preliminary Notice demonstrates that all of the conditions contained in the Preliminary Site Approval have been fulfilled, and issue the Access Seeker with approval of the Preliminary Notice (the **Final Site Approval**); or
 - (b) notify the Access Seeker that the Access Provider is not satisfied that the Preliminary Notice demonstrates that all of the conditions contained in the Preliminary Site Approval have been fulfilled, including reasons for such rejection.
- 19.3.3 The Final Site Approval must be in the form set out in Appendix L.

19.4 Execution of Site Agreement

- 19.4.1 After the Access Provider issues the Final Site Approval, the Access Provider and the Access Seeker will execute an agreement for the terms and special conditions relating to the provision of the Mobile Co-location Service at the Relevant Facilities (the **Site Agreement**).
- 19.4.2 The purpose of the Site Agreement is to provide for the special conditions and commercial terms (including Charges) that the Parties may agree in relation to the provision of the Mobile Co-location Service at the Relevant Facilities.
- 19.4.3 The Site Agreement must be in the form set out in Appendix Z.

20 Project Plan – Stage 4

20.1	Overview	<p>20.1.1 No later than 20 Working Days after the Access Seeker receives the Final Site Approval, the Access Seeker will develop and submit to the Access Provider a Project Plan. Where the Access Seeker fails to submit the Project Plan within the 20 Working Days from the receipt of the Final Site Approval, that Final Site Approval will lapse.</p> <p>20.1.2 The Access Seeker will develop the detailed Relevant Facilities-specific implementation work plan for the Access Seeker Build at the Relevant Facilities (the Project Plan). The Project Plan is intended to describe the scope of the work required for the Access Seeker Build and to set out the indicative timeline for completion of the Access Seeker Build.</p>
20.2	Project Plan	<p>20.2.1 The Project Plan must be submitted to the Access Provider using the Provisioning System and must be made according to the form set out in Appendix M. The Access Seeker must complete all fields in the Project Plan, including providing the necessary details and specifications.</p> <p>20.2.2 The Project Plan must not be substantially or materially different from the Detailed Site Design approved by the Access Provider in the Final Site Approval, unless (and to the extent that) the Parties have previously mutually agreed to a variation of the Detailed Site Design.</p> <p>20.2.3 The Access Provider will acknowledge receipt of the Access Seeker's Project Plan within four (4) Business Hours.</p>
20.3	Approval to Build	<p>20.3.1 After the Access Provider receives the Project Plan, it will review the Project Plan. Within seven (7) Working Days of receipt of the Project Plan, the Access Provider will either:</p> <ul style="list-style-type: none"> (a) approve the Project Plan and issue the Access Seeker with approval of the Project Plan (the Approval to Build); or (b) notify the Access Seeker that the Access Provider does not approve the Project Plan, including reasons for rejection, provided such rejection is only given in circumstances where the Access Provider reasonably believes that: <ul style="list-style-type: none"> (i) the Project Plan is not sufficiently complete and/or specific; or (ii) the Detailed Site Design in the Project Plan is materially or substantially different from the Detailed Site Design approved by the Access Provider in the Final Site Approval. <p>20.3.2 If the Access Provider rejects the Project Plan under clause 20.3.1(b) above, the Access Provider will follow the process in this clause 20.3.2. The Access Provider will:</p> <ul style="list-style-type: none"> (a) request the Access Seeker to submit an amended Project Plan; (b) provide the Access Seeker with reasonable assistance if requested by the Access Seeker in order to amend the Project Plan; (c) confirm to the Access Seeker that the Access Provider has received the amended Project Plan; and (d) review the amended Project Plan and: <ul style="list-style-type: none"> (i) if the Access Provider approves the amended Project Plan (approval not to be unreasonably withheld), within 5

Working Days of receiving the amended Project Plan, approve the Project Plan and issue the Access Seeker with the Approval to Build; or

- (ii) if the Access Provider does not approve the amended Project Plan, reject the Project Plan, including reasons for rejection.

20.3.3 The Approval to Build must be in the form set out in Appendix N.

21 Mobile Co-location Site Build – Stage 5

21.1 Overview

21.1.1 The site build of the Mobile Co-location Service is comprised of three periods:

- (a) the Mobile Co-location Pre-build Phase;
- (b) the Mobile Co-location Build Period; and
- (c) the Project Closure,

(Mobile Co-location Site Build).

21.2 Mobile Co-location Pre-build Phase

21.2.1 The Access Seeker will have a period of time during which the Access Seeker will have the opportunity to prepare all things necessary for the Access Seeker Build at the Relevant Facilities (**the Mobile Co-location Pre-build Phase**), including:

- (a) procuring all equipment required for undertaking the Access Seeker Build;
- (b) scheduling works for the Access Seeker Build;
- (c) finalising financial arrangements; and
- (d) all other things generally required to commence on-site implementation of the Mobile Co-location Service at the Relevant Facilities.

21.2.2 During the Mobile Co-location Pre-build Phase, the Access Seeker is required to obtain all necessary Permits to Work from the Access Provider in accordance with section 52.

21.3 Mobile Co-location Build Period

21.3.1 [Subject to clause 21.3.2](#), the Access Seeker will have a period of time during which the Access Seeker will undertake all physical work required for the Access Seeker Build (**the Mobile Co-location Build Period**), including:

- (a) civil construction of the Access Seeker Equipment on or with the Relevant Facilities;
- (b) technical installation of the Access Seeker Equipment on or with the Relevant Facilities; and
- (c) commissioning and integration of the Access Seeker Equipment on or with the Relevant Facilities.

[21.3.2 The Access Seeker must give at least one \(1\) week's notice to the Access Provider, and any other Access Seekers who are currently receiving the Mobile Co-location Service at the Relevant Facilities, prior to undertaking any of the physical work required for the Access Seeker Build.](#)

~~21.3.2~~ 21.3.3 The Access Seeker must not radiate signal(s) from the Access Seeker Equipment or otherwise operate the Access Seeker Equipment at the Relevant Facilities prior to the Access Seeker meeting all relevant requirements set out in the Interference

Management and Design document.

~~21.3.3~~21.3.4 The Access Seeker's Mobile Co-location Project Manager will manage the Access Seeker Build and keep the Access Provider regularly informed of progress. The Access Seeker must comply with all reasonable requests for ongoing information made by the Access Provider in relation to the Access Seeker Build, for the purpose of the Access Provider maintaining accurate records for the Relevant Facilities.

~~21.3.4~~21.3.5 The Access Seeker must comply with the following requirements for all work undertaken on or around the Relevant Facilities during the Mobile Co-location Build Period:

- (a) all work must comply with the Project Plan;
- (b) the Access Seeker Build is completed in accordance with all consents obtained, Permits to Work and this Manual, in a good and workmanlike manner;
- (c) the construction of the Access Seeker Equipment is compliant with the appropriate generally accepted best practice industry standards, including the Access Provider's standards;
- (d) the construction of the Access Seeker Equipment is compliant with the requirements of all relevant laws (including all consents and permits);
- (e) the Access Seeker Build causes minimal disruptions to the Relevant Facilities and to any existing telecommunications services supplied at the Relevant Facilities; and
- (f) the Access Seeker Build causes minimal disruptions to the Access Provider's own equipment on or around the Relevant Facilities and to other users' equipment (including other Access Seekers receiving the Mobile Co-location Service at the Relevant Facilities) on or around the Relevant Facilities.

21.4 Project Closure

21.4.1 This clause 21.4 sets out the Access Seeker requirements for Project Closure.

21.5 Phase 1: Build Closure

21.5.1 After the Mobile Co-location Build Period and after the Access Seeker complies with all procedures and requirements for interference management in accordance with clauses 9.4.3 to 9.4.20 (in relation to Agreed Standard Solutions) or 9.5.5 to 9.5.37 (in relation to Disagreed Solutions) of the Interference Management and Design document, the Access Seeker will provide the Access Provider with the Project Closure Checklist completed in respect of all Phase 1 matters, including sufficiently detailed information on:

- (a) the "as built" configurations for the Access Seeker Build, which must include without limitation the cabling and the location and power-loading of all Access Seeker Equipment installed on or around the Relevant Facilities, and the location of the Access Provider Equipment and equipment of other users of the Relevant Facilities;
- (b) the Access Seeker Equipment installed on or around the Relevant Facilities;
- (c) the relevant acceptance criteria as contained in the Project Plan, approved in writing by the Access Provider;
- (d) the procedure to facilitate the suspension of Access Seeker Equipment; and
- (e) approved RF interference testing in accordance with clauses 9.4.20

and 9.5.38 of the Interference Management and Design document.

21.5.2 Once the Access Seeker has provided the Project Closure Checklist, completed in accordance with clause 21.5.1, to the Access Provider, and the Access Provider has approved that Project Closure Checklist in respect of all Phase 1 matters, the Access Seeker may proceed to Phase 2 of Project Closure, and undertake all procedures and requirements for interference management in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.38 to 9.5.478 (in relation to Disagreed Solutions) of the Interference Management and Design document.

21.6 Phase 2: Probationary Period

21.6.1 Following completion of all procedures and requirements for interference management in accordance with clauses 9.4.21 to 9.4.27 (in relation to Agreed Standard Solutions) or 9.5.38 to 9.5.478 (in relation to Disagreed Solutions) of the Interference Management and Design document, the Access Seeker will provide the Access Provider with the fully completed Project Closure checklist (including all Phase 1 and Phase 2 matters).

21.7 Project Closure Checklist

21.7.1 The Project Closure Checklist must be in the form set out in Appendix O.

21.7.2 After the Access Seeker provides the Project Closure Checklist to the Access Provider in accordance with clauses 21.5 and 21.6, the Access Provider will either:

- (a) approve the Project Closure Checklist and confirm to the Access Seeker the completion of the relevant phase of the Mobile Co-location Build Period, then issue the Access Seeker with approval of the Project Closure Checklist for that phase. Project Closure shall occur on issue by the Access Provider of approval of the Project Closure Checklist provided under clause 21.6 (the **Project Closure**); or
- (b) notify the Access Seeker that it does not approve the Project Closure Checklist, including reasons for rejection, and require the Access Seeker to rectify any items to enable the Project Closure Checklist to be approved by the Access Provider.

21.7.3 The Project Closure must be in the form set out in Appendix P.

21.7.4 After the Access Provider issues the Access Seeker with the Project Closure, the Access Provider will update the Common Format Site Database regarding the Mobile Co-location Implementation at the Relevant Facilities.

22 Record keeping

22.1 General

22.1.1 The Access Provider requires access to certain information to manage safely the Relevant Facilities. The Access Seeker must comply with any reasonable request made by the Access Provider for information to enable the Access Provider to keep accurate technical records for all Relevant Facilities, including information about:

- (a) "as built" configurations;
- (b) what equipment is installed;
- (c) the location, power-loading and other requirements of any equipment; and

(d) cabling.

22.1.2 Any information provided to the Access Provider by the Access Seeker under this section **Error! Reference source not found.**²⁴ will be the Access Seeker's Confidential Information for the purposes of section 31 of the Mobile Co-location General Terms.

PART 5 – SITE ALTERATIONS

23 Site Alterations

<p>23.1 Overview</p>	<p>23.1.1 This section 23Error! Reference source not found. sets out the process to determine whether alterations are may be required to the Access Provider's Relevant Facilities to achieve the purpose of enabling the Access Seeker to provide services to its Customers in the coverage area of the Relevant Facilities (the Site Alteration Purpose) in order to supply the Mobile Co-location Service to the Access Seeker at the Relevant Facilities (Site Alterations).</p> <p>23.1.2 Site Alterations meansmay include:</p> <p>(a) _____ Mast replacement, extension or revision;</p> <p>(a)(b) _____ rearrangement of the Access Provider's existing Antenna; and/or</p> <p>(b)(c) _____ the use of Antenna Minimisation technology.;</p> <p>23.1.3 _____ For the purposes of this Part 5, the term Antenna refers to the primary antennas that are used to provide the cellular coverage and does not include any other antennas such as microwave dishes (and the term Antenna Minimisation will be interpreted accordingly).</p> <p>_____ Mast replacement, extension or revision.</p> <p>23.1.323.1.4 This section 23Error! Reference source not found. applies subject to the Mobile Co-location General Terms.</p>
<p>23.2 <u>The Site Alteration Conditions</u> <u>Purpose of Site Alterations</u></p>	<p>23.2.1 Site Alterations will only be required to be undertaken if the following conditions have been satisfied (the Site Alteration Conditions)may be necessary in certain circumstances, in order to enable the accommodation of the Access Seeker Equipment on the Relevant Facilities, for example:</p> <p>(a) the Access Seeker will not be able to provide services to its Customers in the coverage area of the Relevant Facility without the Site Alterations being made; and for the purpose of supplying the Mobile Co-location Service, without compromising existing services supplied at or with the Relevant Facilities; or</p> <p>(b) the factors set out in clause 6 of Schedule 1 of the Act (and any additional limits that apply specifically to the Cellular Mobile Co-location Service under subpart 3 of that Schedule) are not adversely affected or do not arise, where the capacity of the existing Mast cannot accommodate both the Access Provider's current and reasonable forecast requirements for capacity on the Relevant Facilities as well as the interests of other users of the Relevant Facilities (including other Access Seekers).</p>
<p>23.3 <u>Order of Site Alterations</u></p>	<p>23.3.1 Where the Site Alteration Conditions have been satisfied, then Site Alterations will be required to be undertaken in the following order:</p> <p>(a) _____ Where the Site Alteration Purpose can be achieved by Mast replacement, extension or revision under sections 24 and 25 (as the case may be), then Mast replacement, extension or revision will be undertaken under sections 24 or 25;</p>

(b) Where the Site Alteration Purpose:

- (i) cannot be achieved by Mast replacement, extension or revision; but
- (ii) can be achieved by rearrangement of the Access Provider's existing Antenna under section 26,

then rearrangement of the Access Provider's existing Antenna will be undertaken under section 26; and

(c) Where the Site Alteration Purpose:

- (i) cannot be achieved by Mast replacement, extension or revision or by rearrangement of the Access Provider's existing Antenna; but
- (ii) can be achieved by ~~the use of~~ Antenna Minimisation ~~technology~~ under section 26,

then ~~the use of~~ Antenna Minimisation ~~technology~~ will be undertaken under section 26.

~~23.2.23.3.2~~ For the avoidance of doubt, Site Alterations ~~will not~~may be considered where the Access Seeker's relevant Application for the Mobile Co-location Service at the Relevant Facilities would otherwise be rejected by the Access Provider pursuant to clause 13.8.2 or would cause Unacceptable Performance Degradation.

~~23.2.3~~

~~23.3~~**23.4 Process for Site Alterations**

23.4.1 When submitting a Full Site Application the Access Seeker may include a proposal for Site Alterations if they believe the Site Alteration Condition in clause 23.1.2(a) has been satisfied. The Full Site Application will include detailed information on:

- (a) why the Access Seeker believes the Site Alteration Condition in clause 23.1.2(a) has been satisfied; and
- (b) which type of Site Alteration is required to be under taken under clause 23.3.1, ~~consider it appropriate.~~

23.3.1 Upon receiving the Access Seeker's Full Site Application the Access Provider will:

23.4.2 conduct an assessment to establish, in the Access Provider's view:

- (a) whether ~~the Site Alterations are necessary; or~~ Conditions have been satisfied; and
- (b) if so, whether the type of Site Alteration proposed by the Access Seeker is required to be undertaken under clause 23.3.1 ~~where the Access Seeker proposes Site Alterations in accordance with clause 23.3.1, conduct an assessment to establish whether the proposed alterations are reasonable.~~

~~23.3.23.4.3~~ In giving its~~The~~ decision in accordance with clause 23.4.2, the Access Provider will take into account~~23.3.2 will be based on~~ the Access Provider's existing design criteria. These design criteria will be made available to the Access Seeker on request.

~~23.3.3~~ The assessment and decision of the Access Provider in relation to the Site Alterations will form one of ~~the~~ standard conditions under the Preliminary Site Approval. Accordingly, the Access Provider will either accept or reject the Access Seeker's Full Site Application. ~~Where the Access Provider accepts the Access Seeker's Full Site~~

Application, the Access Provider will provide the Access Seeker with either:

~~23.3.4~~ approval including decision that no Site Alterations are required;

~~23.3.5~~ approval subject to Site Alterations; or

~~23.3.6~~~~23.4.4~~ approval subject to the Site Alterations proposed by the Access Seeker in accordance with clause 23.3.1.

23.4.5 Where approval subject to Site Alterations or rejection of the Full Site Application is provided, the Access Provider will include detailed reasons for such a decision, and will endeavour to suggest an alternative arrangement for consideration by the Access Seeker.

~~23.3.7~~~~23.4.6~~ and the Access Seeker will be able to either:

(a) ~~follow~~~~Dispute the decision under~~ the Dispute Resolution ~~process in procedure under~~ clause 36 of the Mobile Co-location General Terms; or

~~(b)~~ notify the Access Provider that it will proceed with the Application and apply for Site Alterations; or

~~(c)~~ notify the Access Provider that it no longer wishes to proceed with the relevant Application.

~~(d)~~~~(b)~~ ~~Where the Access Seeker chooses to proceed with the application in accordance with clause 23.3.5(b), the Access Seeker may propose any form of Site Alterations that it considers necessary (so long as the proposed design will not result in the Access Provider's existing services being degraded beyond the level of Unacceptable Performance Degradation as set out in the Interference Management and Design document).~~

23.4.23.5 **Mast replacement, extension or revision**

~~23.4.1~~~~23.5.1~~ Where the Site Alternation Conditions have been satisfied, and replacement, extension or revision of a Mast is required to be undertaken under clause 23.3, the Access Seeker must:

(a) develop and complete the design of the replaced, extended or revised Mast, which must:

(i) accommodate the Access Seeker Equipment, the Access Provider's existing Access Provider Equipment, any equipment which is the subject of the Access Provider's current or reasonable forecast requirements for capacity and the equipment of any other third party (including other Access Seekers) using the Relevant Facilities; and

(ii) be consistent with the Access Provider's generic Mast design(s);

(b) produce a Project Plan for the replacement, extension or revision of the Mast, which must take into account the Access Provider's current and reasonable forecast requirements for capacity on the Relevant Facilities; and

(c) if it is reasonable and practical to do so (taking into account any constraints under the RMA), the design of the replaced, extended or revised Mast must also take into account the reasonable future requirements of any other Access Seekers who are currently receiving, or may potentially receive, the Mobile Co-location Service at the Relevant Facilities.

~~23.4.2~~~~23.5.2~~ For the avoidance of doubt, for the purpose

of Mast replacement, extension or revision, the term “Mast” includes the foundation of the Mast.

~~23.5.23.6~~ **Access Provider’s Forecast**

~~23.5.123.6.1~~ Where the Access Provider’s Forecast will require that Access Provider to upgrade its Mast, the Access Provider will contact the Access Seeker and negotiate a joint build.

24 Mast revision / extension

24.1 Mast revision / extension

24.1.1 This section 24 only applies ~~in circumstances~~ where the Site Alteration Conditions have been satisfied, and revision or extension of a Mast is required to be undertaken under clause 23.3 necessary to accommodate the Access Seeker’s requirements for provision of the Mobile Co-location Service at any Relevant Facilities. Section 23 sets out the circumstances where the revision or extension of a Mast is determined to be required.

24.2 Property rights

24.2.1 Where the Access Seeker is to revise or extend a Mast:

- (a) the revised or extended Mast will be owned by the Access Provider; and
- (b) the Access Seeker Equipment will remain the property of the Access Seeker.

24.3 Rights and obligations

24.3.1 Unless the Access Seeker and the Access Provider otherwise agree:

- ~~(a)~~ (a) the Access Seeker is responsible for:
 - ~~(i)~~ (i) designing and undertaking all the work necessary for the revision or extension of the Mast (**Necessary Work**) including obtaining any necessary consents or permits in accordance with clause 6.1.8 of the Mobile Co-location Access Terms; ~~and the Access Seeker is responsible for~~
 - ~~(+)(ii)~~ (ii) ensuring that temporary sites are established where required by the Access Provider to ensure that any interruption to the services that the Access Provider provides to its Customers ~~and-or~~ End Users is to the extent reasonably practicable, avoided, or, if unavoidable, minimised; and
- ~~(a)(b)~~ (b) the Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all relevant consents and permits in relation to ~~same~~ the Necessary Work; and
- ~~(b)(c)~~ (c) the Access Seeker must bear the costs of designing and constructing the revised or extended Mast, including all the costs of obtaining any appropriate statutory, regulatory or other consents, any costs associated with the provision of temporary sites, and all the costs of all the Necessary Work and all things required by these Mobile Co-location Terms.

24.3.2 In carrying out the Necessary Work, the Access Seeker must take all reasonable steps to ensure that all such work is carried out in accordance with the Project Plan (as referred to in clause 24.4

below), and must notify the Access Provider of any delays which it anticipates as soon as practicable after becoming aware that such delays will occur.

24.4 Project Plan

- 24.4.1 Once the Access Seeker has received the Final Site Approval, as part of the formulation of the Project Plan in accordance with section 20, the Access Seeker and the Access Provider must agree on assigned places on the revised or extended Mast and/or Relevant Facilities for each of the Access Seeker and the Access Provider to locate its own equipment (and the equipment of any other Access Seeker or third party using the Relevant Facilities) and a timetable for the installation of equipment. However, in no circumstances shall the Access Provider's existing Access Provider Equipment, or any equipment which is the subject of the Access Provider's current and reasonable forecast requirements for capacity, be placed in a location or position which, in the Access Provider's reasonable opinion, is any less favourable than the location or position of such equipment prior to the revision or extension of the Mast. In addition, the Project Plan must be prepared by a suitably qualified and experienced engineer.
- 24.4.2 For the avoidance of doubt, to the extent that there is any space on the revised or extended Mast in excess of the space required to accommodate the Access Seeker Equipment, such space shall be at the unrestricted disposal of the Access Provider and shall not be Access Seeker Space, provided however that the Access Provider shall not do anything in relation to ~~same-such space~~ which may adversely impact the rights of the Access Seeker as set out in these Mobile Co-location Terms.

24.5 Implementation of the Project Plan

- 24.5.1 Upon receipt by the Access Seeker of the Approval to Build, the Access Seeker may commence ~~construction-work~~ in accordance with the Project Plan.
- 24.5.2 Unless the Access Seeker and the Access Provider otherwise agree, each of the Access Seeker and the Access Provider will be responsible for the installation of its own equipment on the revised or extended Mast once completed.
- 24.5.3 Unless the Access Seeker and the Access Provider otherwise agree, all the equipment installed on an existing Mast must be transferred, in accordance with the reasonable directions of the Access Provider, to the revised or extended Mast in a manner that:
- (a) to the extent reasonably practicable, avoids; or
 - (b) if unavoidable, to the extent reasonably practicable, minimises;
- any outage in transferring the equipment to the revised or extended Mast. To minimise the impact of any outage, the Access Seeker and the Access Provider must schedule the transference of the equipment at a time when, in the reasonable opinion of the Access Provider, that equipment is carrying the least traffic but also at a time that is reasonably practical to do that work.
- 24.5.4 In relation to the construction of the revised or extended Mast, the provisions of section **Error! Reference source not found.**~~24~~**Error! Reference source not found.** shall apply.
- 24.5.5 Once the location of the Access Provider Equipment upon the revised or extended Mast has been determined, and any part of it is installed, the Access Seeker must not (except with the prior written consent of the Access Provider or as anticipated by these Mobile Co-location Terms) require that it be relocated elsewhere upon the

revised or extended Mast.

- 24.5.6 If either the Access Seeker or the Access Provider does not consider that the other Party has met its obligations under this section 24, then ~~the Access Seeker and the Access Provider either Party may follow the must engage in a~~ dispute resolution procedure under, ~~as set out in~~ section 36 of the Mobile Co-location General Terms. Any Dispute in relation to Mast revision or extension is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

25 Mast replacement

25.1 Mast replacement

- 25.1.1 This section 25 applies only ~~in circumstances~~ where the Site Alterations Conditions have been satisfied, and construction of a replacement Mast is required to be undertaken under clause 23.3~~necessary to accommodate the Access Seeker's requirements for provision of the Mobile Co-location Service at any Relevant Facilities.~~

25.2 Property Rights

- 25.2.1 Where the Access Seeker is to construct a replacement Mast:
- (a) the replacement Mast will be owned by the Access Provider;
 - (b) the Access Seeker Equipment will remain the property of the Access Seeker; and
 - (c) the original Mast which has been replaced will be owned by the Access Seeker.

25.3 Rights and Obligations

- 25.3.1 Unless the Access Seeker and the Access Provider otherwise agree:
- (a) _____ the Access Seeker is responsible for:
 - (i) _____ designing and undertaking all the work necessary for the construction of the replacement Mast (**Necessary Work**), including obtaining any necessary consents or permits in accordance with clause 6.1.8 of the Mobile Co-location Access Terms; ~~and the Access Seeker is responsible for~~
 - (ii) _____ ensuring that temporary sites are established where required by the Access Provider to ensure that any interruption to the services that the Access Provider provides to its Customers ~~and or~~ End Users is to the extent reasonably practicable, avoided, or, if unavoidable, minimised; and
 - ~~(a)~~(b) _____ the Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all necessary consents or permits in relation to ~~same~~the Necessary Work; and
 - ~~(b)~~(c) _____ the Access Seeker must bear the costs of designing and constructing the replacement Mast, including all the costs of obtaining any appropriate statutory, regulatory or other consents, any costs associated with the provision of temporary sites, and all the costs of all the Necessary Work and all things required by these Mobile Co-location Terms. The Access Seeker must also bear the costs of the disposal or re-use of the original Mast

which has been replaced.

25.3.2 In carrying out the Necessary Work, the Access Seeker must take all reasonable steps to ensure that all such work is carried out in accordance with the Project Plan, and must notify the Access Provider of any delays which it anticipates as soon as practicable after becoming aware that such delays will occur.

25.4 Other Provisions

25.4.1 Where there has been a Mast extension, revision or replacement, the Access Seeker shall be entitled to a reasonable share of any subsequent mobile co-location rental revenues from other Access Seekers or alternatively a reasonable abatement of its own rental (**Apportionment**), calculated by the Access Provider by reference to:

- (a) the Access Seeker's level of capital contribution towards the Necessary Work; and
- (b) the costs incurred by the Access Provider:
 - (i) in administering the Apportionment; and
 - (ii) in setting up the original Mast, including but not limited to site acquisition costs, the costs of obtaining any appropriate statutory, regulatory or other consents, development, design and construction costs, legal costs and any other reasonable costs.

25.4.2 In the event that another Access Seeker subsequently constructs a further replacement Mast in accordance with this section 25, the rental revenues or abatements shall be apportioned between the Access Provider and the Access Seekers who have constructed replacement Masts, in accordance with clause 25.4.1.

25.4.3 Clauses 24.4 and 24.5 shall apply to this section 25, mutatis mutandis, as though references to "Mast revision or extension" (or words similar to these) are instead references to "Mast replacement".

26 Antenna ~~r~~Rearrangement / Antenna Minimisation

26.1 Antenna rearrangement / Antenna Minimisation

26.1.1 This section 26 applies only ~~in circumstances~~ where the Site Alteration Conditions have been satisfied, and either the rearrangement of the Access Provider's existing Antenna or ~~the use of~~ Antenna Minimisation ~~technology~~ is required to be undertaken under clause 23.3 ~~preferable to accommodate the Access Seeker's requirements for provision of the Mobile Co-location Service at any Relevant Facilities.~~

26.2 Property rights

26.2.1 Where the Access Seeker is to rearrange the Access Provider's existing Antenna:

- (a) the Access Provider's Equipment will remain the property of the Access Provider; and
- (b) the Access Seeker Equipment will remain the property of the Access Seeker.

26.2.2 Where the Access Seeker is to require ~~the use of~~ Antenna Minimisation ~~technology~~:

- (a) the new Antenna (that replaced the Access Provider's existing Antenna) will be owned by the Access Provider;

		and
		(b) the Access Seeker Equipment will remain the property of the Access Seeker.
26.3	Rights and Obligations	<p>26.3.1 Where the Access Seeker requires <u>either the</u> rearrangement of the Access Provider's existing Antenna, or the use of Antenna Minimisation technology, the Access Seeker must:</p> <p>(a) _____ in consultation with the Access Provider, develop and complete the design of the proposed Antenna locations, which must:</p> <p>(i) accommodate the Access Seeker Equipment, the Access Provider's existing Access Provider Equipment, any equipment which is the subject of the Access Provider's current or reasonable forecast requirements for capacity and the equipment of any other third party (including other Access Seekers) using the Relevant Facilities; <u>and</u></p> <p>(ii) <u>be consistent with the Access Provider's generic Mast design(s);</u></p> <p>(a)(b) _____ obtain any necessary <u>appropriate statutory, regulatory or other</u> consents or permits in accordance with clause 6.1.8 of the <u>Mobile Co-location</u> Access Terms;</p> <p>(b)(c) _____ bear the costs <u>of both the Access Seeker and the Access Provider concerned with the design of</u> the Antenna placement (and purchasing the Access Provider's new Antenna where Antenna Minimisation is employed), including all the costs of obtaining <u>any</u> appropriate statutory, regulatory or other consents, any costs associated with the provision of temporary sites, and <u>all the costs of</u> all the Necessary Work and all things required by these Mobile Co-location Terms;</p> <p>(c)(d) _____ ensure that temporary sites are established where required by the Access Provider to ensure that any interruption to the services that the Access Provider provides to its Customers and/or End Users is to the extent reasonably practicable, avoided, or, if unavoidable, minimised; and</p> <p>(d)(e) _____ include the rearrangement of the Access Provider's existing Antenna in the Project Plan.</p> <p>26.3.2 The Access Provider must promptly provide all cooperation that the Access Seeker reasonably requires in undertaking the Necessary Work and obtaining all necessary consents or permits in relation to same <u>the Necessary Work</u>.</p> <p>26.3.3 In carrying out the work set out in clause 26.3.1, the Access Seeker must take all reasonable steps to ensure that all such work is carried out in accordance with the Project Plan, and must notify the Access Provider of any delays which it anticipates as soon as practicable after becoming aware that such delays will occur.</p>
26.4	Project Plan	<p>26.4.1 Once the Access Seeker has received the Final Site Approval, as part of the formulation of the Project Plan in accordance with section 20, the Access Seeker and the Access Provider must agree on assigned places on the Mast and/or Relevant Facilities for each of the Access Seeker and the Access Provider to locate its own equipment (and the equipment of any other Access Seeker or third</p>

party using the Relevant Facilities) and a timetable for the installation of equipment. ~~In addition, t~~The Project Plan must be prepared by a suitably qualified and experienced engineer.

26.5 Implementation of the Project Plan

- 26.5.1 Upon receipt by the Access Seeker of the Approval to Build, the Access Seeker may commence work in accordance with the Project Plan.
- 26.5.2 Unless the Access Seeker and the Access Provider otherwise agree, each of the Access Seeker and the Access Provider will be responsible for the installation of its own equipment in the revised position.
- 26.5.3 Unless the Access Seeker and the Access Provider otherwise agree, all work required to rearrange the Antenna or install the new Antenna must be performed, in accordance with the reasonable directions of the Access Provider, in a manner that:
- (a) to the extent reasonably practicable, avoids; or
 - (b) if unavoidable, to the extent reasonably practicable, minimises;
- any outage. To minimise the impact of any outage, the Access Seeker and the Access Provider must schedule the transference of the equipment at a time when, in the reasonable opinion of the Access Provider, that equipment is carrying the least traffic but also at a time that is reasonably practical to do that work.
- 26.5.4 Once the location of the Access Provider Equipment upon the Mast has been determined, and any part of it is installed, the Access Seeker must not (except with the prior written consent of the Access Provider or as anticipated by these Mobile Co-location Terms) require that it be relocated elsewhere upon the Mast.
- 26.5.5 If either the Access Seeker or the Access Provider does not consider that the other Party has met its obligations under this section 26, then ~~the Access Seeker and the Access Provider~~either Party may follow themust engage in dispute resolution procedure under, as set out in section 36 of the Mobile Co-location General Terms. Any Dispute in relation to Antenna rearrangement or Antenna Minimisation is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

PART 6 – TENURE

27 Relinquishment

<p>27.1 Overview</p>	<p>27.1.1 The reduction of any Access Seeker Space supplied to the Access Seeker as part of the Mobile Co-location Service (Relinquishment) must be included in the Access Seeker's Mobile Co-location Forecast as a change to existing Access Seeker Space.</p> <p>27.1.2 Relinquishment may be for the entire Access Seeker Space or for a portion (i.e. some of the Access Seeker Equipment) of the Access Seeker Space.</p>
<p>27.2 Relinquishment Application</p>	<p>27.2.1 Prior to removing all or the relevant portion of the Access Seeker Equipment from the Relevant Facilities, the Access Seeker must apply to the Access Provider for the Relinquishment (a Relinquishment Application).</p> <p>27.2.2 Any Relinquishment Application must be made using the Access Provider's designated Planned Work System (details on the Planned Work System are set out in Part 12). In the Relinquishment Application, the Access Seeker must clearly state whether the entire Access Seeker Space, or state which portion of the Access Seeker Equipment within the Access Seeker Space, is the subject of the Relinquishment.</p> <p>27.2.3 The Access Provider will confirm to the Access Seeker that it has received the Relinquishment Application within four (4) Business Hours of receiving same.</p>
<p>27.3 Relinquishment</p>	<p>27.3.1 For the purposes of clause 27.3.6 below, the date of Relinquishment of the entire or a portion of the Access Seeker Space will be the date which is six (6) to three (3) months after the date the Access Provider receives the Relinquishment Application in relation to that Access Seeker Space (or less by mutual agreement between the Parties) (the Relinquishment Date).</p> <p>27.3.2 The Access Seeker is required to remove all or the relevant portion of the Access Seeker Equipment which is the subject of the Relinquishment Application from within any relinquished Access Seeker Space prior to the Relinquishment Date and all of the Access Seeker Equipment no longer required at the Relevant Facilities prior to the Relinquishment Date.</p> <p>27.3.3 The Access Seeker must liaise with the Access Provider's Mobile Co-location Project Manager in relation to its Relinquishment.</p> <p>27.3.4 The Access Seeker must obtain a Permit to Work in order to remove the Access Seeker Equipment.</p> <p>27.3.5 The Access Seeker will notify the Access Provider once all or the relevant portion of the Access Seeker Equipment has been removed from the relinquished Access Seeker Space and all the Access Seeker Equipment no longer required at the Relevant Facilities has been removed from the Relevant Facilities.</p> <p>27.3.6 The Access Seeker's liability for all ongoing Charges in relation to its occupation of a relinquished Access Seeker Space will cease from the later of:</p>

- (a) the Relinquishment Date; or
 - (b) the date the Access Provider is satisfied that all or the relevant portion of the Access Seeker Equipment has been removed from the Relevant Facilities and any reinstatement obligations under the section 13 of the Mobile Co-location Access Terms have been met.
- 27.3.7 The Access Provider will use all reasonable endeavours to inspect the Relevant Facilities for the purpose of satisfying itself under clause 27.3.6(b) as soon as practicable after the Access Seeker requests it to do so.
- 27.3.8 If the Access Seeker fails to remove all or the relevant portion of the Access Seeker Equipment within ten (10) Working Days from the Relinquishment Date, the Access Provider will use all reasonable endeavours to give the Access Seeker Notice of the Access Provider's rights under section 13 of the Mobile Co-location Access Terms.
- 27.3.9 If the Access Seeker has not removed all or the relevant portion of the Access Seeker Equipment within 40 Working Days from the Relinquishment Date, the Access Provider will be entitled to treat the Access Seeker Equipment as its own and may retain or dispose of it as the Access Provider sees fit.
- 27.3.10 The Access Seeker is responsible for all costs associated with Relinquishment, including where the Access Provider is entitled to retain or dispose of the Access Seeker Equipment pursuant to clause 27.3.9 above.

28 Relocation

28.1	Overview	28.1.1	This section 28 outlines the circumstances in which the Access Provider may reasonably request the Access Seeker to relocate the Access Seeker Equipment and describes the procedure for Relocation.
28.2	Relocation	28.2.1	The Access Provider may reasonably request the Access Seeker to relocate the Access Seeker Equipment from the existing Access Seeker Space to a different Access Seeker Space on the same, or any replacement, Relevant Facilities (Relocation).
		28.2.2	The Access Seeker will not unreasonably withhold or delay its consent to a Relocation. Reasonable grounds for the withholding of consent will only be if include, without limitation, circumstances where the Relocation is not likely to , in the Access Seeker's reasonable opinion, to result in a detrimental effect to the supply of the Access Seeker's services to its Customers and End Users.
		28.2.3	The Access Provider will consider the interests of any other users of the Relevant Facilities prior to requesting the Relocation.
		28.2.4	The Access Provider will be responsible for all reasonable costs associated with the Relocation.
28.3	Relocation procedure	28.3.1	The procedure for the Relocation of the Access Seeker Equipment is similar to the provisioning procedure under sections 13 - Error! Reference source not found. ²² , save that:
		(a)	the Access Provider must first give three (3) six (6) months' Notice to the Access Seeker that it will request the Access Seeker to relocate. The Access Provider's Notice must specify which Access Seeker Space will be requested for a Relocation and when the

Relocation will be requested for;

- (b) the Access Seeker must acknowledge receiving the Access Provider's Notice and provide the Access Provider with any relevant requests it has in relation to the Relocation;
- (c) the Access Provider will then issue to the Access Seeker a plan for the Relocation, which will include the proposed configuration and timeframe for the Relocation as well as any temporary solutions to ensure continuity of the operation of the Access Seeker Equipment (the **Relocation Plan**);
- (d) the Access Seeker must then accept the Relocation Plan or request amendment to the Relocation Plan on the same basis that the Access Provider would accept or request amendment to a Project Plan (in accordance with section 20 above); and
- (e) the Access Seeker must then provide the Access Provider with a quote for its own costs and timeframes for the Access Seeker Build, Relocation and installation. The Access Provider may accept, amend or reject the Access Seeker's quote. If the Access Provider rejects the quote, it may choose not to proceed with the Relocation.

28.3.2 In the event that the Access Provider accepts the Access Seeker's quote, after the Access Seeker has submitted the Project Closure Checklist to the Access Provider and the Access Provider has approved issued the Project Closure Checklist and issued the Project Closure, the Access Seeker may invoice the Access Provider for the sum equal to the quote accepted by the Access Provider.

28.3.3 The Access Provider and the Access Seeker will work closely with each other to facilitate the Relocation procedure. In the event that the Access Provider and the Access Seeker cannot resolve a Relocation issue, either Party may choose to initiate the Dispute resolution procedure under section 36 of the Mobile Co-location General Terms. Any Dispute in relation to Relocation is of a technical, operational or implementation nature and must be resolved by expert determination in the event of a Deadlock.

29 Termination

29.1 General

29.1.1 The Access Provider's rights to terminate the supply of the Mobile Co-location Service are set out under the Mobile Co-location Access Terms and the Mobile Co-location General Terms.

PART 7 – BILLING

30 Billing

30.1	Overview	30.1.1	Billing is driven by Applications for the Mobile Co-location Service made by the Access Seeker.
		30.1.2	This section covers:
		(a)	invoicing; and
		(b)	billing enquiries.
30.2	Invoicing	30.2.1	The Access Provider will invoice the Access Seeker for all Charges on the basis agreed between the Parties pursuant to the Mobile Co-location General Terms. Invoices for all Charges will be in electronic format. The electronic formatted invoice takes the place of a paper invoice. An electronic formatted monthly GST summary will be provided to the Access Seeker. A hardcopy paper invoice will be available to the Access Seeker on request.
		30.2.2	The Access Provider will provide the Access Seeker with electronic files in an email or through some other agreed electronic billing system.
		30.2.3	The Access Provider will send the electronic formatted invoice to the Access Seeker's Mobile Co-location Billing Manager's contact email address in accordance with this clause 30.2. The Access Provider will set up access rights if an electronic billing system is to be used.
		30.2.4	The Access Provider will provide an electronic invoice and a monthly GST summary to the Access Seeker free of charge.
		30.2.5	The Access Provider will maintain one or more separate accounts for services provided to the Access Seeker. The Access Provider may alter the account structure as it considers appropriate.
30.3	Billing enquiries	30.3.1	If the Access Seeker wishes to raise a billing enquiry, it may contact the Access Provider's Mobile Co-location Service Manager by emailing the Mobile Co-location Service Manager's contact email address.
		30.3.2	The email must include the following information:
		(a)	a header reading "Billing Query"; and
		(b)	a completed "Billing Enquiry Form" (listed in the Procedures and Technical Specifications in Appendix Y).
		30.3.3	The Access Provider will acknowledge the query and use all reasonable endeavours to respond within the current billing period. Any billing enquiries submitted without the use of a "Billing Enquiry Form" will be rejected.
		30.3.4	The procedure set out in this section is an informal enquiry procedure that does not limit the Mobile Co-location General Terms. If the Access Seeker wishes to initiate an Invoice Error Dispute in relation to an invoice, it must follow the procedure set out in section

15 of the Mobile Co-location General Terms.

PART 8 – DATABASE AND SITE TYPES

31 Common Format Site Database

<p>31.1 Overview</p>	<p>31.1.1 The Access Provider will maintain a database (in the form of an excel spreadsheet) containing information on all of the Access Provider’s Relevant Facilities <u>excluding only those specific types of Relevant Facilities that are listed in 31.3.2 that are deemed to not be reasonably and/or practicably capable of supporting the Mobile Co-location Service</u> (the Common Format Site Database).</p> <p>31.1.2</p> <p>31.1.3 31.1.2 The purpose of the Common Format Site Database is to enable an Access Seeker to identify the Relevant Facilities that may be suitable for the Access Seeker to apply to the Access Provider for the supply of the Mobile Co-location Service.</p>
<p>31.2 Access Provider obligations</p>	<p>31.2.1 The Access Provider is responsible for populating and updating, on a monthly basis, the information contained in the Common Format Site Database (including, without limitation, its current and reasonable forecast requirements for capacity, as set out in clauses 31.3.1(i) and 31.3.1(j) below).</p> <p>31.2.2 In accordance with clause 31.2.1 above, the Access Provider will ensure that the information contained in the Common Format Site Database is updated completely on the last Working Day of each month (subject to clause 9.1.74.1.1).</p> <p>31.2.3 The Access Provider must use its reasonablebest endeavours to ensure that:</p> <p>(a) the information contained in the Common Format Site Database is true and correct to the best of its knowledge <u>(however, the information contained in the Common Format Site Database shall not be binding on the Access Provider)</u>; and</p> <p>(b) the Common Format Site Database is accessible by all Access Seekers and the Commission, 24 hours a day, seven days a week.</p>
<p>31.3 Common Format Site Database</p>	<p>31.3.1 The Common Format Site Database, an example of which is set out in Appendix Q, will include the following information about each of the Relevant Facilities:</p> <p>(a) a unique identifier for the Relevant Facilities that will be the Access Provider’s reference for the Relevant Facilities, which will generally be a numbered code or lettered acronym;</p> <p>(b) a name for the Relevant Facilities that will correspond to the unique identifier, which will generally be based on a location description;</p> <p>(c) the DistrictTerritorial Authority in which the Relevant Facilities are located;</p> <p>(d) the physical location of the Relevant Facilities (e.g. coordinates), expressed on the New Zealand Map Grid (NZMG) projection with NZGD 49 datum;</p> <p>(e) the description of the existing Mast types (e.g. mono-pole, lattice);</p> <p>(f) the description of the headframe type attached to the Mast (e.g.</p>

armed head, cluster);

- (g) ~~the Antenna configuration, including~~ the number ~~and type~~ of existing Antenna on the Mast(s) (e.g. panel, dish);
- (h) the number of existing feeder cables inside the Mast;
- (i) the Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of panel and/or dish Antenna;
- (j) the Access Provider's current and reasonable forecast requirements for capacity, expressed as the number of feeder cables inside the Mast;
- (k) any spare Mast structural capacity, which is an estimation of the approximate spare structural capacity of the Mast remaining after the structural loading of the existing Antenna (of the Access Provider or any other user) and the Access Provider's Antenna in its current and reasonable forecast requirements for capacity is calculated. This will be expressed as a percentage of the estimated remaining structural capacity of the Mast; For the avoidance of doubt, this may take into account factors such as foundations and wind loading;
- (l) ~~the total height (in metres) of the Mast(s) and the headframe, expressed as the height of the highest Antenna Mast height and total Mast height (including antennas), where Mast height means height to the top of the Mast and total Mast height means height to the top of the top of the Antenna or the height to the top of the Mast, whichever is higher;~~
- ~~(m) spare Building capacity (room for additional equipment);~~
- ~~(n)(m)~~ total power (EIRP) (which is the entire link budget from the transmitter to the Antenna), expressed in dBm;
- ~~(o)(n)~~ the number of other current users of the Relevant Facilities; and
- ~~(p)(o)~~ the number of all Access Seekers currently in the Queue for the Relevant Facilities.

31.3.2 For the purposes of clause 31.1.1, the following types of Relevant Facilities shall be deemed not to be reasonably and/or practicably capable of supporting the Mobile Co-location Service

- (i) structures commonly referred to as "roadside" or "lamppost" poles (generally located within road reserves);
- (ii) signs; and
- (iii) artificial trees.

32 Standard Site Types

32.1	Overview	32.1.1 Various groups of Relevant Facilities are able to be identified where those Relevant Facilities have sufficient commonality in their substantive structural features, and which are most relevant to the planning and assessment relating to the provision of the Mobile Co-location Service (Standard Site Types).
32.2	Identification of Standard Site Types	32.2.1 Standard Site Types can be identified by the Access Seeker through the use of the Common Format Site Database (as set out in section 31), and in particular by selecting those groups of Relevant Facilities which have a common Mast type and a common

headframe type.

32.3 Standard Site Type Solution

- 32.3.1 A solution for Standard Site Types may be developed in order for the solution to be applied to Applications that the Access Seeker may submit to the Access Provider (a **Standard Site Type Solution**).
- 32.3.2 The purpose of a Standard Site Type Solution is to produce a typical design for a particular Standard Site Type, which is agreed in principle between the Access Provider and the Access Seeker, that can be applied to the relevant Standard Site Type when the Access Seeker submits an Application for the Mobile Co-location Service.
- 32.3.3 The development of a Standard Site Type Solution enables the Access Provider and the Access Seeker to evaluate typical design considerations and develop a nominally agreed design envelope for each Standard Site Type.
- 32.3.4 The Standard Site Type Solution will:
- (a) determine the typical design of how the Access Provider's Mast and headframe can be modified in order to accommodate the Access Seeker Equipment; and
 - (b) specify where the Access Seeker's Antenna can be located on the Mast and headframe; and
 - (c) specify solutions to potential RF interference issues as defined in accordance with the Interference Management and Design document

~~32.3.5 Following the development process set out in clause 32.4 below, a Standard Site Type Solution may only be applied to an Agreed Standard Solution, as determined in accordance with the terms in the Interference Management and Design document.~~

~~32.3.6~~ 32.3.5 The Parties acknowledge that each of the Relevant Facilities may be different in some way, and therefore each Initial Site Application, Full Site Application or Multi-Site Application will be evaluated by the Access Provider on an individual basis, pursuant to the provisioning process set out in sections 13 to 22.

32.4 Standard Site Type Solution development process

32.4.1 The Standard Site Type Solution development process is initiated by the Access Seeker, in accordance with the tasks and target timeframes for Standard Site Type Solutions set out in Appendix R (the **Standard Site Type Solution Tasks**).

~~32.4.2~~ Prior to the Access Seeker initiating the Standard Site Type Solution development process, the Access Provider and the Access Seeker must have determined an Agreed Standard Solution that the Standard Site Type Solution will be applied to, in accordance with the terms in the Interference Management and Design document.

~~32.4.3~~ 32.4.3 The Access Provider and the Access Seeker will use all reasonable endeavours to exchange information and to develop a Standard Site Type Solution in accordance with the timeframes set out in the Standard Site Type Solution Tasks.

32.5 Access Seeker's proposal

32.5.1 The Access Seeker may submit to the Access Provider a proposal to request the development of an agreed Standard Site Type Solution.

32.5.2 The Access Seeker's proposal must:

-
- (a) state the relevant Standard Site Type;
 - (b) reference the Agreed Standard Solution;
 - (c) provide preliminary information including the dimensions, weight and specifications of the relevant Access Seeker Equipment; and
 - (d) provide a preliminary plan that will illustrate the Access Seeker's suggested design for the Standard Site Type Solution.
-

32.6 Access Provider's response to proposal

- 32.6.1 Within five (5) Working Days after the Access Provider receives the Access Seeker's proposal to develop a Standard Site Type Solution, the Access Provider will either:
- (a) notify the Access Seeker that the Access Provider approves the Access Seeker's proposal to develop the Standard Site Type Solution; or
 - (b) notify the Access Seeker that the Access Provider rejects the Access Seeker's proposal, including reasons for rejecting.
- 32.6.2 The Access Provider may not unreasonably withhold its consent in response to the Access Seeker's proposal to develop a Standard Site Type Solution. When assessing the Access Seeker's proposal for developing a Standard Site Type Solution, the Access Provider may take into account the following:
- (a) whether the Access Seeker's proposal is within the scope of the Agreed Standard Solution; and
 - (b) whether the Access Seeker's proposal is complete and sufficiently detailed.
-

32.7 Exchange of technical information

- 32.7.1 Where the Access Provider has approved the Access Seeker's proposal to develop a Standard Site Type Solution, the Parties will meet within 10 Working Days to exchange technical information, in order for the Access Seeker to develop a draft design of the Standard Site Type Solution.
- 32.7.2 The Parties must ensure that at the meeting to exchange technical information:
- (a) the attendees are accredited and competently qualified to undertake their duties; and
 - (b) correct and sufficiently detailed information is provided in order for the Access Seeker to develop a draft design of the Standard Site Type Solution.
-

32.8 Access Seeker's draft design

- 32.8.1 Within 20 Working Days after the meeting to exchange technical information, the Access Seeker will develop a draft design detailing the proposed Standard Site Type Solution and send to the Access Seeker the draft design.
- 32.8.2 The Access Seeker's draft design will be substantively in the form of design drawings, prepared by a competently qualified civil engineer and based upon the technical information exchanged between the Parties.
- 32.8.3 Within five (5) Working Days after the Access Provider receives the Access Seeker's draft design of the proposed Standard Site Type Solution, the Access Provider will either:
- (a) notify the Access Seeker that the Access Provider approves the draft design; or
 - (b) notify the Access Seeker that the Access Provider declines the draft design, including reasons for declining. In this event, the

Access Seeker may choose to return to a previous step in the process to develop a Standard Site Type Solution.

32.8.4 The Access Provider must not unreasonably withhold approval of the Access Seeker's draft design.

32.9 Standard Site Type Solution design

32.9.1 Where the Access Provider approves the Access Seeker's draft design in accordance with clause 32.8.3(a) above, the Access Seeker will develop a final design of the Standard Site Type Solution within 20 Working Days and send to the Access Provider the final design.

32.9.2 The Access Seeker's final design will be in the form of detailed drawings and technical specifications of the Standard Site Type Solution. This final design will enable the Access Seeker to prepare ~~individual~~ Applications for the Mobile Co-location Service.

32.9.3 The Access Provider will provide the Access Seeker with a reference for the Standard Site Type Solution which the Access Seeker must use in all subsequent Applications which relate to the Standard Site Type Solution.

32.9.4 After the Access Provider has received the final design for the Standard Site Type Solution and the reference in accordance with this clause 32.9, the Access Seeker may use the Standard Site Type Solution in relevant Applications for the Mobile Co-location Service.

32.10 Review of Standard Site Type Solutions

32.10.1 The Access Seeker and the Access Provider will review the Standard Site Type Solutions on an as required and mutually agreed basis.

PART 9 – MOBILE CO-LOCATION UTILITY SERVICES

33 Utility Services

33.1 Overview	33.1.1 This Part 9 describes the operating standards and procedures in relation to the use and supply of the Utility Services.
33.2 Utility Services	<p>33.2.1 The Access Seeker may choose propose which Utility sServices it requests to utilise, in its sole discretion, those utility services that will form the Utility Services in relation to the Relevant Facilities. The Access Seeker must notify the Access Provider of such utility services in its Initial Site Application and/or Full Site Application (as applicable). In accordance with clause 33.2.2 below, the Access Provider may, acting reasonably and in good faith, decide that some of those uUtility sServices shall not form part of the Utility Services at the Relevant Facilities.</p> <p>33.2.2 When deciding which (if any) utility services may form the Utility Services for the Mobile Co-location Service, the Access Provider will take into account the availability of the utility services at the Relevant Facilities including, without limitation:</p> <ul style="list-style-type: none"> (a) the control and ownership of the relevant utility services; and (b) the availability of spare capacity of the relevant utility services. <p>33.2.3 After the Access Provider notifies the Access Seeker which (if any) utility services form the Utility Services for the Mobile Co-location Service, the Access Seeker may choose to incorporate those utility services as part of the Mobile Co-location Service, which will become the Utility Services.</p> <p>33.2.4 The Utility Services may include, but are not limited to:</p> <ul style="list-style-type: none"> (a) lighting; (b) air-conditioning; (c) power, including AC main power feed and transformer; (d) access track; (e) fencing, including security fence and gate; (f) maintenance; and (g) electrical and lightning earthing. <p>33.2.5 The Utility Services will be supplied and used in accordance with the provisions in this Part 9.</p>
33.3 Use and maintenance	<p><u>33.3.1 The Access Seeker must pay the Access Provider a pro rata proportion of all reasonable costs incurred by the Access Provider in relation to the Access Seeker's use of the Utility Services pursuant to the Mobile Co-location General Terms.</u></p> <p>33.3.1 <u>33.3.2</u> The Access Provider will be responsible for the maintenance of the Utility Services at the Relevant Facilities, except where expressly provided otherwise in the Mobile Co-location Terms. <u>The Access Seeker must pay the Access Provider for all reasonable and actual costs incurred in relation to the maintenance of the Utility Services pursuant to the Mobile Co-location General Terms.</u></p>

34 Replacement and upgrade of Utility Services

34.1 Request for replacement or upgrade of Utility Services

- 34.1.1 This section 34 establishes the procedure for determining the process to replace or upgrade a Utility Service used on or with the Relevant Facilities.
- 34.1.2 Where either the Access Provider or the Access Seeker wishes to replace or upgrade a Utility Service (the **requesting party**):
- (a) if the Access Seeker is the requesting party it must seek approval from the Access Provider before proceeding with such replacement or upgrade; or
 - (b) where the Access Provider is the requesting party it needs to provide reasonable notice to the Access Seeker before proceeding with such replacement or upgrade.
- 34.1.3 Any upgrades required to the Utility Service must take into account the Access Provider's current and reasonable forecasts and [the interestscurrent and future requirements](#) of other Access Seekers and users of the Relevant Facilities.
- 34.1.4 The requesting party will be responsible for carrying out all necessary works in order to implement the replacement or upgrade of the Utility Service, and will obtain all necessary consents for any such work.
- 34.1.5 The Parties will work together to develop and agree on a work plan which must include a construction timetable and an agreed scope of works. The requesting party must carry out the works in accordance with this work plan.
-

34.2 Costs and ownership

- 34.2.1 Except in circumstances where the replacement or upgrade of the Utility Services is reasonably required for the benefit of both Parties (in which case each Party shall be responsible for the costs associated with the replacement, installation or upgrade of the Utility Service pro rata with use of same) the requesting party will be responsible for all costs associated with the replacement, installation or upgrade of the Utility Service.
- 34.2.2 To the extent that either party incurs cost in association with the replacement or upgrade of the Utility Service which are the responsibility of another party pursuant to clause 34.2.1, that other party will reimburse the party carrying the costs for all reasonable actual costs incurred in relation to the replacement or upgrade, including costs of equipment and labour, which are the responsibility of that reimbursing party pursuant to clause 34.2.1.
- 34.2.3 Where the replacement or upgrade is necessary as a result of the Access Seeker's Application for the Mobile Co-location Service at the Relevant Facilities, the Access Seeker will be the requesting party for the purpose of this clause 34.2.
- 34.2.4 The Access Provider will retain ownership of the Utility Service following the replacement or upgrade.

35 Lighting

- | | | | |
|-------------|----------------|--------|--|
| 35.1 | General | 35.1.1 | The Access Provider will be responsible for maintaining any lighting that is already provided at the Relevant Facilities, prior to any Application by the Access Seeker for the Mobile Co-location Service. |
| | | 35.1.2 | Except to the extent that additional lighting is required as a matter of law at the Relevant Facilities and such requirement does not arise as a result of the Access Seeker's activities at those Relevant Facilities (in which case the Access Provider will be required to provide the additional lighting at its own cost), the Access Provider will not be required to provide any lighting at the Relevant Facilities where, at the time the Access Provider receives an Application for the Mobile Co-location Service at the Relevant Facilities from the Access Seeker, the Access Provider does not already provide lighting at those Relevant Facilities. |

36 Air Conditioning

- | | | | |
|-------------|----------------|--------|--|
| 36.1 | General | 36.1.1 | The Access Provider will be responsible for maintaining any air-conditioning that is already provided at the Relevant Facilities, prior to any Application by the Access Seeker for the Mobile Co-location Service. |
| | | 36.1.2 | The Access Provider will not be required to provide any air-conditioning at the Relevant Facilities where, at the time the Access Provider receives an Application for the Mobile Co-location Service at the Relevant Facilities from the Access Seeker, the Access Provider does not already provide air-conditioning at those Relevant Facilities. |

37 Power

- | | | | |
|-------------|--|--------|---|
| 37.1 | Normal operating standards | 37.1.1 | The default power source supplied to the Access Seeker Equipment at the Relevant Facilities will be 230V AC power. |
| | | 37.1.2 | The Access Seeker's Initial Site Application and/or Full Site Application (as applicable) must specify the Access Seeker's projected total AC power load. |
| | | 37.1.3 | Each Party will ensure that all power connections to the AC power system at the Relevant Facilities will be undertaken only by employees or contractors of the relevant electricity lines. |
| | | 37.1.4 | Each Party will ensure that it does not cause power loss to other equipment on or around the Relevant Facilities, including other Access Provider Owned Equipment, Access Provider Equipment, Access Seeker Equipment and equipment of other users of Relevant Facilities, which may be connected to the same power distribution source. In the event that either Party causes power loss to other equipment, that Party must immediately restore power on or with the Relevant Facilities. |
| 37.2 | Power connection to the Access Seeker Equipment | 37.2.1 | The Access Seeker will be responsible for the connection of the Access Seeker Equipment to the power source. |
| | | 37.2.2 | The Access Seeker must request to the relevant electricity lines company to supply a transformer or power feed directly to the |

Access Seeker Equipment at the Relevant Facilities and that the transformer or power feed be separately metered.

37.2.3 Where the relevant electricity lines company agrees to separate metering pursuant to clause 37.2.2 above, the Access Seeker will be responsible for paying the lines company directly for the Access Seeker's use of power.

37.2.4 Where the relevant electricity lines company does not agree to separate metering pursuant to clause 37.2.2 above, the Access Seeker will pay to the Access Provider the cost of its AC power use, calculated on the basis of the maximum amperage rating of the AC circuit breaker feeding the Access Seeker Equipment.

38 Access Track

38.1 General

38.1.1 Where an access track that is used to access a Site is included in the Utility Services, the Access Provider will be responsible for maintaining the access track to and on the Site to a standard that is safe, and in a manner that is consistent with all terms and conditions of the right of Relevant Occupation.

38.1.2 The Parties acknowledge that each access track that is used to access each Site may require a different standard of maintenance. The standards of maintenance for the access track(s) to and on the Site will be included by the Access Provider in the Site Data Pack issued to the Access Seeker. Any further conditions relating to the access track on the Site will be identified by the Access Provider at the Detailed Site Design Visit and will be included in the Access Provider's subsequent Preliminary Site Approval.

38.2 Costs

38.2.1 The Access Seeker will be entitled to a reasonable share of any capital contribution paid by any subsequent Access Seeker(s) for the use of the access track, calculated by reference to the Access Seeker's level of capital contribution.

39 Fencing

39.1 General

39.1.1 The Access Provider will be responsible for maintaining any fencing that is already provided on the Site, prior to any Application by the Access Seeker for the Mobile Co-location Service.

39.1.2 The Access Provider will not be required to provide any fencing on the Site where, at the time the Access Provider receives an Application for the Mobile Co-location Service from the Access Seeker, the Access Provider does not already provide fencing at the Site.

39.1.3 If the Access Seeker Equipment can be reasonably accommodated within an existing fenced area on the Site, the Access Provider will be responsible for the ongoing maintenance and repair of that fencing on the Site.

39.2 Extensions to fencing

39.2.1 Where the Access Seeker Equipment cannot be reasonably accommodated within an existing fenced area on the Site, the Access Seeker will undertake all necessary works in order to extend the fencing area on the Site. Such extension works will be carried out by the Access Seeker in accordance with any reasonable directions from the Access Provider, and in a manner

that is consistent with all terms and conditions of the right of Relevant Occupation.

- 39.2.2 After the Access Seeker completes the extension of the fencing pursuant to clause 39.2.1 above, the Access Provider will be responsible for the ongoing maintenance of that fencing on the Site.
- 39.2.3 If the Access Seeker installs its fencing outside of the Site in a location which is not within the Site boundary, then the Access Seeker will be responsible for erecting and maintaining its own fencing, all at its own cost.

40 Electrical and lightning earthing

40.1 Normal operating standards

- 40.1.1 Where the Access Seeker installs electrical and lightning earthing, the Access Seeker must comply with the Access Provider's Electrical and Lightning Protection Earthing Standards set out in the Procedures and Technical Specifications document in Appendix Y.
- 40.1.2 The electrical and lightning earthing designs for installation at the Relevant Facilities must be submitted to and be approved by the Access Provider as part of the Access Seeker's Detailed Site Design that is submitted with the Final Site Application.
- 40.1.3 The Access Seeker must include the details relating to electrical and lightning earthing in the Project Closure Checklist for the Access Provider to approve in Project Closure.
- 40.1.4 The Access Seeker will be responsible for the installation of new or upgraded electrical and lightning earthing at the Relevant Facilities that is reasonably required for the supply of the Mobile Co-location Service to the Access Seeker.

PART 10 – FAULTS

41 Faults

41.1	Overview	<p>41.1.1 This section describes:</p> <ul style="list-style-type: none"> (a) the Access Seeker's and the Access Provider's respective responsibilities for faults; (b) the steps the Parties must take before reporting a fault; and (c) how to report a fault.
41.2	Relationship with the Mobile Co-location General Terms	<p>41.2.1 The faults section of this Manual applies subject to the Mobile Co-location General Terms. The Access Seeker's and the Access Provider's respective responsibilities for faults are set out in section 21 of the Mobile Co-location General Terms.</p>
41.3	General	<p>41.3.1 The Access Provider will have either a web-based or paper-based system for managing faults (Fault Management System). The Access Provider will notify the Access Seeker of the Access Provider's designated Fault Management System and will use its reasonable endeavours to ensure that the Fault Management System is available to Access Seekers 24 hours a day, 7 days a week.</p> <p>41.3.2 The Fault Management System allows the Access Seeker to:</p> <ul style="list-style-type: none"> (a) create a new trouble ticket; (b) retrieve a trouble ticket; (c) update a trouble ticket; and (d) report Mobile Co-location Service faults; <u>and</u> (e) <u>report faults in the Access Seeker Equipment that may have an impact on the Access Provider Owned Equipment, the Access Provider Equipment or the equipment of other users of the Relevant Facilities.</u>
41.4	Training and Support	<p>41.4.1 The Access Provider will offer to the Access Seeker reasonable initial set-up training for the Access Provider's Fault Management System.</p> <p>41.4.2 "Reasonable initial set-up training" in this context consists of a workshop, held at an Access Provider location, covering the items below (relating to the Fault Management System):</p> <ul style="list-style-type: none"> (a) overview of forms for fault reporting; (b) basic details of the Fault Management System (including demonstration of the system); and (c) any questions. <p>41.4.3 Access Seekers will ensure that a reasonable number of staff (up to a maximum of ten (10)) attend any training provided the Access Seeker in respect of the Fault Management System.</p>

41.5	Additional functionalities within or enhancements to the Fault Management System	41.5.1	Where the Access Provider creates any additional functionality within, or makes any enhancement to, the Fault Management System, the Access Provider will notify the Access Seeker. The Access Seeker will modify its own fault systems and its own operational procedures to the extent required. The Access Provider must consult with the Access Seeker before notifying the Access Seeker of any additional functionality within or enhancement to the Fault Management System which affect the use of the Fault Management System in relation to the Mobile Co-location Service.
		41.5.2	The Access Seeker will utilise the additional functionality within or enhancement to the Fault Management System as notified by the Access Provider from the date specified in the Access Provider's Notice (at the latest).
41.6	Terms of use	41.6.1	The Access Seeker must only use the Fault Management System for purposes authorised by the Access Provider.
		41.6.2	Although the Access Provider intends to take reasonable steps to prevent the introduction of viruses or other destructive features to the Fault Management System, the Access Provider does not guarantee that it is free of such viruses or other destructive features.
41.7	Costs	41.7.1	The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Fault Management System, including any modifications and enhancements.
		41.7.2	The Access Seeker will be solely responsible for the costs of modifying its processes to work with the Fault Management System and its systems to interface with the Fault Management System (if applicable).

42 Diagnosing faults

42.1	General	42.1.1	The Access Seeker must operate a faults reporting service for Customers and End Users of the Access Seeker. The Access Provider will not accept any report of a fault from a Customer or End User of the Access Seeker. Any Customer or End User of the Access Seeker mistakenly contacting the Access Provider will be advised to contact the Access Seeker. The Access Seeker must ensure that all of its Customers and End Users are informed that faults must be reported to the Access Seeker and not the Access Provider.
		42.1.2	Where either Party detects a fault with the other Party's equipment on or around the Relevant Facilities (the detecting party), the detecting party will notify the other Party of the fault as soon as reasonably practicable.
		42.1.3	The detecting party will perform an initial fault diagnosis to determine who is responsible for fixing a fault before reporting it to the other Party. Where the detecting party is the Access Seeker, the Access Seeker's full obligations in relation to initial fault diagnosis are set out in section 22 of the Mobile Co-location General Terms.

43 Responsibility for faults

43.1	The Access Provider's responsibility	43.1.1	The Access Provider is responsible for fixing faults in the Access Provider's Network, the Access Provider Owned Equipment or the Access Provider Equipment which affect the Mobile Co-location Service supplied to the Access Seeker (except where a fault is the Access Seeker's responsibility because it is due to any act or omission of the Access Seeker or a Customer or End User of the Access Seeker, pursuant to clause 43.2 below).
43.2	The Access Seeker's responsibility	43.2.1	The Access Seeker is responsible for fixing all faults with the Access Seeker Equipment or within the Network of the Access Seeker except where a fault is the Access Provider's responsibility because it is due to any act or omission of the Access Provider or a Customer or End User of the Access Provider.
		43.2.2	The Access Seeker's responsibility for faults also includes any faults due to any act or omission of the Access Seeker or a Customer or End User of the Access Seeker.
		43.2.3	Where the Access Seeker is responsible for fixing some faults outside of the Access Seeker Space, the Access Seeker will not have an unconditional right of access to the Relevant Facilities.
		43.2.4	Where work must be undertaken on or around the Relevant Facilities for the purpose of fixing a fault outside of the Access Seeker Space where the fault is the responsibility of the Access Seeker, the Access Provider will decide whether the fault will be repaired either by: <ul style="list-style-type: none"> (a) the Access Provider or an Access Provider representative; or (b) the Access Seeker itself, upon request by the Access Provider, in which case the Access Seeker cannot unreasonably withhold or delay its consent to undertake such work.
		43.2.5	Where the Access Provider repairs a fault outside of the Access Seeker Space in accordance with clause 43.2.4(a) above, the Access Seeker must pay the Access Provider's reasonable costs to fix that fault on the Access Seeker's behalf.
		43.2.6	The Access Seeker will notify the Access Provider, via the Access Provider's Fault Management System's Mobile Co-location Service Manager of any faults on the Access Seeker's Equipment that may have an impact on the Access Provider Equipment or equipment of other users of the Relevant Facilities.

44 Reporting faults to the Access Provider

44.1	Overview	44.1.1	The Access Provider will operate a faults reporting service for the Access Seeker. The Access Seeker should report faults that are the Access Provider's responsibility via the Access Provider's Fault Management System.
		44.1.2	Where the detecting party under section 42 is the Access Seeker, the Access Seeker will report faults to the Access Provider in accordance with this section 44.
44.2	Reporting faults to the Access Provider	44.2.1	Subject to clause 44.2.2 the Access Seeker must use the Access Provider's Fault Management System for reporting all faults regarding the Mobile Co-location Service. If the Access Seeker uses any other method to report a fault, the Service Levels under the Mobile Co-location Service Level Terms will not apply in relation

to the fault.

- 44.2.2 If the Access Provider's Fault Management System is unavailable:
- (a) the Access Provider will advise the Access Seeker that the Fault Management System is unavailable, using all reasonable endeavours to advise the Access Seeker immediately upon becoming aware that the Fault Management System is unavailable;
 - (b) the Access Seeker must submit fault reports to the Access Provider by calling the 0800 fault reporting service number provided by the Access Provider; and
 - (c) the Access Provider will use its reasonable endeavours to ensure that the 0800 fault reporting service is available 24 hours a day, 7 days a week
- 44.2.3 After the Access Seeker has provided its initial fault diagnosis, complied with section 22 of the Mobile Co-location General Terms and determined that it requires the Access Provider's assistance to resolve the fault, the following information must be provided by the Access Seeker when reporting a fault to the Access Provider:
- (a) confirmation that the initial fault diagnosis has been completed;
 - (b) contact name and phone number of the Access Seeker staff member logging the fault;
 - (c) full details of the location of the Access Seeker Equipment that is experiencing the fault (where appropriate);
 - (d) fault type and description;
 - (e) time the fault occurred;
 - (f) address and contact details for the site of the fault (where appropriate); and
 - (g) any other relevant information.

44.3 Fault Management System fault processing

- 44.3.1 The Access Provider will use all reasonable endeavours to ensure that all fault reports entered into the Fault Management System by the Access Seeker outside of Fault Restoration Hours are processed in the first Fault Restoration Hour of the next day. For the purpose of determining whether the Access Provider has met any relevant Service Levels under the Mobile Co-location Service Level Terms for dealing with faults, any fault reports submitted to the Access Provider outside of Fault Restoration Hours will be deemed to have been received by the Access Provider in the first Fault Restoration Hour of the following day.
- 44.3.2 When a fault report is received, the Access Provider will notify the Access Seeker of receipt of the fault report within half a Fault Restoration Hour of the fault being reported, subject to clause 44.3.1, and provide the Access Seeker with a unique fault reference number that will be used by the Access Provider in relation to the fault report.
- 44.3.3 If, for each fault report that is submitted, the Access Seeker does not comply with clause 44.2, the relevant Service Levels in the Mobile Co-location Service Level Terms will not apply.
- 44.3.4 The Access Provider will perform a validation check of each fault report that it receives. The validation check will determine whether the fault report complies with the requirements of this Manual.

- 44.3.5 The Access Provider will use its fault prioritisation systems to provide the Access Seeker with notification of the expected fault restoration time within 8 Fault Restoration Hours of the fault being reported.
- 44.3.6 The Access Provider will use all reasonable endeavours to meet the notified expected fault restoration time as provided to the Access Seeker pursuant to clause 44.3.5.
- 44.3.7 Where the Access Provider has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, the Access Provider will notify the Access Seeker of a revised fault restoration time. In that situation the Service Levels in the Mobile Co-location Service Level Terms will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.

44.4 Fixing faults

- 44.4.1 Faults that are the Access Provider's responsibility will be fixed by the Access Provider representatives during Fault Restoration Hours. If a fault is logged outside of those hours, it is possible the Access Provider will only start working on the fault as from 7.00 am the following day.
- 44.4.2 Emergency faults reported to the Access Provider outside of Fault Restoration Hours will be treated on a case by case basis and extended fault restoration hours may apply. In the first instance, the Access Provider will propose a temporary solution. However, in the absence of a viable temporary solution, the Access Provider may schedule a callout to respond to emergency faults.
- 44.4.3 Where the Access Provider repairs an emergency fault pursuant to clause 44.4.2 above for which the Access Seeker is responsible under clause 44.2, the Access Seeker must pay the Access Provider to fix that emergency fault on the Access Seeker's behalf.

44.5 Irregularities

- 44.5.1 The Access Provider may waive immaterial irregularities and process fault reports where the intention is unambiguous. Examples of such irregularities include:
- (a) use of different conjunctions (e.g. "&" instead of "and");
 - (b) improper application or omission of apostrophes;
 - (c) variations in letter case;
 - (d) use of initials instead of first names, or vice versa; and
 - (e) names where letters have been accidentally transposed but the meaning is still clear (e.g. Dominoin = Dominion).

PART 11 – WORKING ON THE ACCESS PROVIDER'S NETWORK – THE ACCESS PROVIDER

45 Outages

45.1	Overview	45.1.1	<p>Work may be required on the Access Provider's Network which may affect the Mobile Co-location Service supplied to the Access Seeker. Section 20 of the Mobile Co-location General Terms sets out the Access Provider's responsibilities in respect of Planned Outages and Unplanned Outages undertaken on the Access Provider's Network.</p>
45.2	Planned Outages	45.2.1	<p>Prior to conducting a Planned Outage in accordance with section 20 of the Mobile Co-location General Terms, the Access Provider may choose to notify the Access Seeker that the Access Seeker may undertake work at the Relevant Facilities concurrently with the Access Provider when it conducts the Planned Outage, provided that the Access Seeker has fulfilled all requirements under the Mobile Co-location Terms in order to undertake the work (for example, obtaining the necessary Permits to Work). Where the Access Provider provides such notification to the Access Seeker, the Access Provider will endeavour to coordinate with the Access Seeker a suitable time for the Access Provider's Planned Outage and the Access Seeker's work. However, if the Access Provider and the Access Seeker have not agreed a suitable time prior to the intended date and time of the Planned Outage, the Access Provider may carry out the Planned Outage at that intended date and time.</p>

PART 12 – WORKING AT THE ACCESS PROVIDER'S RELEVANT FACILITIES – THE ACCESS SEEKER

46 General

46.1	Overview	46.1.1	This Part 12 identifies the process which must be followed for all Planned Work undertaken on or around the Access Provider's Relevant Facilities.
		46.1.2	Prior to any Planned Work being undertaken at the Access Provider's Relevant Facilities, the Access Seeker must make a Planned Work Application to the Access Provider using the Access Provider's designated system for the Planned Work (the Planned Work System). The Access Provider will notify the Access Seeker of its designated Planned Work System (which may be the same as the Provisioning System) and of the availability of the Planned Work System (e.g. during Business Hours).
46.2	Terms of use and costs	46.2.1	The Access Seeker must only use the Planned Work System for the purpose of conducting Planned Work at the Relevant Facilities.
		46.2.2	The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Planned Work System, including any modifications and enhancements. The Access Provider will notify the Access Seeker that it plans to make any modifications and enhancements.
		46.2.3	The Access Seeker will be solely responsible for the costs of modifying its systems to interface with the Planned Work System (if applicable).

47 Planned Work – Inside the Access Seeker Space

47.1	Overview	47.1.1	This section 47 sets out the requirements that the Access Seeker must follow in order to undertake Planned Work in the Access Seeker Space on the Access Provider's Relevant Facilities.
		47.1.2	The purpose of the Planned Work System is to enable the Access Provider to evaluate the scope of the work and to determine whether: <ul style="list-style-type: none"> (a) the Access Seeker's Planned Work Application can be processed using the Planned Work System in accordance with the tasks and target timeframes set out Appendix S (the Planned Work Tasks); or (b) the Access Seeker is required to submit an Initial Site Application and/or Full Site Application in accordance with the provisioning process set out in sections 13 to 22.
47.2	Requirements	47.2.1	The Access Seeker will be responsible for undertaking all Planned Work inside the Access Seeker Space at the Access Provider's Relevant Facilities. To undertake this work, the Access Seeker will need:

- (a) access (through either accreditation and security clearance or an Access Provider escort);
- (b) the Access Provider's permission to undertake the work (i.e. a valid Permit to Work); and
- (c) to meet all of the Access Provider's work standards.

47.2.2 These requirements are dealt with in detail in Parts 13, 14 and 15.

47.3 Planned Work

47.3.1 The following may be examples of work that is minor work on or around the Relevant Facilities (**Planned Work**):

- (a) moving the Access Seeker Equipment within the Access Seeker Space (for example, a minor physical move of the location of an Antenna);
- (b) adding new equipment to the existing Access Seeker Equipment within the Access Seeker Space (for example, the addition of a remote electrical tilt unit to an existing Antenna); and
- (c) upgrading or making enhancements to the existing Access Seeker Equipment within the Access Seeker Space (for example, increasing the capacity within an existing agreed component of the Access Seeker Equipment).

47.3.2 Planned Work excludes, without limitation:

- (a) maintenance, repairs or fault rectification to the Access Seeker Equipment, which must be undertaken in accordance with clause 47.3.3 below and all related requirements; and
- (b) any other work in the Access Seeker Space that is more than minor (for example, increasing the number of Antenna beyond the number specified and approved in the Final Site Approval), which must be undertaken in accordance with clause 47.3.4 below and all related requirements.

47.3.3 Where the Access Seeker intends to undertake work that is within the type of work in clause 47.3.2(a) above, the Access Seeker will only be responsible for obtaining the relevant Permits to Work from the Access Provider, but a Planned Work Application is not required.

47.3.4 Where the Access Seeker intends to undertake work that is within the type of work in clause 47.3.2(b) above, the Access Seeker must submit a new Initial or Full Site Application, in order to undertake the work (and follow the provisioning process set out in sections 13 to 22).

47.3.5 When the Access Seeker is intending to undertake work in the Access Seeker Space, in determining whether the work may require a Planned Work Application, the Access Seeker will take into account whether the work will cause, or is likely to cause, any detrimental effects, which may include:

- (a) new health and safety hazards; and
- (b) non-compliance with any procedures and/or requirements for interference management as set out in the Interference Management and Design document.

47.4 Planned Work Application

47.4.1 The Access Seeker must submit an application for the Planned Work (a **Planned Work Application**) using the Access Provider's designated Planned Work System. The Planned Work Application

must be made in the form set out in Appendix T.

47.4.2 The Access Seeker's Planned Work Application must include sufficient detailed information relating to the nature and extent of the Planned Work.

47.4.3 As part of the Planned Work Application, the Access Seeker may propose that a single Planned Work Project Plan (as described in clause 47.5.1) may be utilised for an activity that is common to multiple Planned Work Applications, and will provide necessary details to enable the Access Provider to evaluate that proposal. This approach may be appropriate where the Planned Work is standard, of a low impact nature and has substantially similar requirements for several sites. The Access Provider may accept or reject the proposal in its reasonable discretion.

~~47.4.3~~47.4.4 The Access Provider must confirm to the Access Seeker that the Access Provider has received the Planned Work Application within four (4) Business Hours of receiving same.

~~47.4.4~~47.4.5 After the Access Provider receives the Planned Work Application, the Access Provider will consider the scope of the work to the Access Seeker Equipment and determine whether the work may be managed as Planned Work or will require a new Initial Site Application.

~~47.4.5~~47.4.6 Within 5 Working Days of receipt of the Access Seeker's Planned Work Application, the Access Provider will either:

- (a) approve the Access Seeker's Planned Work Application and notify the Access Seeker of such approval;
- (b) request the Access Seeker to make changes to its Planned Work Application; or
- (c) reject the Access Seeker's Planned Work Application, including reasons for such rejection, and notify the Access Seeker that it must make an Initial Site Application for the work to the Access Seeker Equipment.

~~47.4.6~~47.4.7 Where the Access Provider requests the Access Seeker to make changes to the Planned Work Application pursuant to clause 47.4.6(b) above, the Access Seeker may amend the Planned Work Application and re-submit the amended Planned Work Application to the Access Provider.

~~47.4.7~~47.4.8 For the same types of work which the Access Seeker may need to undertake more than once, the Access Provider and Access Seeker may agree that only one Planned Work Project Plan is required.

47.5 Planned Work Project Plan

47.5.1 After the Access Provider approves the Access Seeker's Planned Work Application, the Access Seeker will submit to the Access Provider a project plan for the Planned Work (the **Planned Work Project Plan**).

47.5.2 The Planned Work Project Plan must be in the form set out in

Appendix U.

- 47.5.3 Within 5 Working Days of receipt of the Access Seeker's Planned Work Project Plan, the Access Provider will review the Access Seeker's Planned Work Project Plan and will either:
- (a) notify the Access Seeker that the Access Provider approves the Planned Work Project Plan;
 - (b) request the Access Seeker to make changes to the Planned Work Project Plan; or
 - (c) notify the Access Seeker that the Access Provider rejects Planned Work Project Plan, including reasons for rejection.
- 47.5.4 Where the Access Provider requests the Access Seeker to make changes to the Planned Work Project Plan pursuant to clause 47.5.3(b) above, the Access Seeker may amend the Planned Work Project Plan and re-submit the amended Planned Work Project Plan to the Access Provider.

47.6 Planned Work Build

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- 47.6.1 After the Access Provider approves the Access Seeker's Planned Work Project Plan, the Access Provider will promptly issue to the Access Seeker an approval to undertake the work in the Planned Work Project Plan (the **Planned Work Approval to Build**).
- 47.6.2 The Planned Work Approval to Build must be in the form set out in Appendix V.
- 47.6.3 The Access Seeker will proceed with the build of the work in the Planned Work Project Plan (the **Planned Work Build**). After completion of the Planned Work Build and prior to the Access Provider issuing the Planned Work Project Closure, the Access Seeker must comply with all procedures and requirements for interference management as set out in the Interference Management and Design document.
- 47.6.4 After the Access Seeker completes the Planned Work Build and complies with all procedures and requirements for interference management in accordance with clause 47.6.3 above, the Access Seeker will provide the Access Provider with sufficient information to confirm that the Planned Work Build was undertaken in accordance with the Planned Work Project Plan, the Planned Work Approval to Build and other "as built" documentation (the **Planned Work Project Closure Checklist**).
- 47.6.5 The Planned Work Project Closure Checklist must be in the form set out in Appendix W.
- 47.6.6 Within five (5) Working Days of receipt of the information from the Access Seeker referred to in clause 47.6.4, the Access Provider will either:
- (a) approve the Planned Work Project Closure Checklist and confirm the completion of the Planned Work Build, then issue the Access Seeker with approval of the Planned Work Project Closure Checklist (the **Planned Work Project Closure**); or
 - (b) notify the Access Seeker that it does not approve the Planned Work Project Closure Checklist, including reasons for rejection, and require the Access Seeker to rectify any items to enable the

Planned Work Project Closure Checklist to be approved by the Access Provider.

- 47.6.7 The Planned Work Project Closure must be in the form set out in Appendix X.

48 Planned Work – Outside the Access Seeker Space

- | | | | |
|-------------|--|--------|---|
| 48.1 | Overview | 48.1.1 | All work on the Access Provider’s Relevant Facilities outside of the Access Seeker Space must be undertaken by an Access Provider representative, subject to clause 48.2.1 below. |
| <hr/> | | | |
| 48.2 | Work outside of the Access Seeker Space | 48.2.1 | Where work on the Access Provider’s Relevant Facilities outside the Access Seeker Space is requested by the Access Seeker and for the benefit of the Access Seeker, the Access Provider will decide whether the work will be undertaken either by:

(a) the Access Provider or an Access Provider representative on behalf of the Access Seeker; or

(b) the Access Seeker itself, upon request by the Access Provider, in which case the Access Seeker cannot unreasonably withhold or delay its consent to undertake such work. |
| | | 48.2.2 | A request by the Access Seeker made under this clause 48.2 for work outside of the Access Seeker Space must be made using the Access Provider’s designated Planned Work System. |

PART 13 – SECURITY AND ACCREDITATION

49 General

49.1	Overview	49.1.1	To access the Relevant Facilities a representative of the Access Seeker must have accreditation and may also need security clearance in certain circumstances. Accreditation involves training and familiarisation with the Access Provider's procedures and work standards. A security clearance check may be required or performed by the Access Provider before access is granted to an accredited person.
		49.1.2	In addition, representatives of the Access Seeker that undertake work on the Relevant Facilities must have appropriate work type accreditation and must be competently qualified to undertake such work.

50 Accreditation

50.1	Overview	50.1.1	This section 50 outlines the procedure for becoming accredited to access and work on the Access Provider's Relevant Facilities. The Access Provider's accreditation procedure is listed in the Procedures and Technical Specifications set out in Appendix Y.
50.2	Accreditation procedure	50.2.1	The Access Provider's accreditation procedure describes the requirements for accreditation in detail, which include: <ul style="list-style-type: none"> (a) all persons engaged in any work on the Access Provider's Relevant Facilities or other infrastructure comprising the Access Provider's Network must successfully complete the accreditation training and competency requirements before access to any Relevant Facilities will be granted; (b) accreditation must be maintained by annual refresher courses; and (c) training records must be kept by the Access Seeker and made available to the Access Provider upon request.
50.3	Work type accreditation	50.3.1	All work that requires industry licensing or specific technical accreditation (e.g. electrical work and working at heights) must meet the appropriate standard and be done by someone with the appropriate qualifications. Upon completion, all work must be certified by the person undertaking it as complying with all relevant standards.

51 Security clearance

51.1	Overview	51.1.1	Accredited representatives of the Access Seeker may be required to apply for access to be granted to any Relevant Facilities. Access is granted by the Access Provider issuing the representative with a device which the Access Seeker must use to gain access to the Relevant Facilities (e.g. an access card or a key) (the Access Control Device).
		51.1.2	The Access Provider may specify conditions on any person's right

of access to the Relevant Facilities at the time the Access Provider issues the Access Control Device. Such conditions may be amended subsequently at the Access Provider's discretion (to be exercised reasonably). Notwithstanding any other provision of this clause 51, no conditions specified by the Access Provider may [unreasonably](#) derogate from the Access Seeker's rights otherwise provided under these Mobile Co-location Terms.

51.2 Access security

- 51.2.1 Access to Relevant Facilities within the Access Provider's Network may be controlled by Access Control Devices. Use of an Access Control Device is subject to the access rules. The access rules are listed in the Procedures and Technical Specifications set out in Appendix Y).
- 51.2.2 Access will be limited to areas that are essential for an accredited representative of the Access Seeker to complete his or her work (i.e. access to and from the Mobile Co-location Relevant Facilities).
- 51.2.3 Unauthorised interference with any part of the Access Provider's access control system by a representative of the Access Seeker will result in access for that representative being removed permanently.

51.3 Escorted access

- 51.3.1 A representative of the Access Seeker will require escorted access (i.e. to be accompanied by an Access Provider representative) where the Access Seeker representative is not accredited and not the holder of a valid security Access Control Device (where such security is required).
- 51.3.2 An Access Seeker will not require escorted access from the Access Provider for a representative who does not hold a valid security access card and is not accredited, where an emergency affecting the Access Seeker Space requires access for a period of less than one day, provided that:
 - (a) the Access Seeker has requested escorted access from the Access Provider as soon as the Access Seeker becomes aware that such access is required and the Access Provider informs the Access Seeker that the Access Provider is unable to provide an escort, but is willing to allow the Access Seeker to provide the escort. The Access Provider must not unreasonably withhold its consent to the Access Seeker providing the escort;
 - (b) the Access Seeker ensures that the representative is escorted by a second representative who holds a valid security Access Control Device and is accredited; and
 - (c) the Access Seeker is responsible and liable for the actions of the unaccredited representative.

51.4 Access Control Device Application

- 51.4.1 Applications for Access Control Devices are required in the following circumstances:
 - (a) for all new, replacement and expired Access Control Devices; and
 - (b) for any amendments to the scope of access required.
- 51.4.2 Applications must be accompanied by evidence of accreditation (and, if relevant, annual refresher courses). Further, the accredited representative of the Access Seeker must:

- (a) complete the Access Control Device form (listed in the Procedures and Technical Specifications set out in Appendix Y); and
- (b) submit the form to the Access Provider to be processed. Approved Access Control Device forms will be provided to the address specified in the form.

51.5 Security clearance

- 51.5.1 The Access Provider may require the Access Seeker to provide a security check in relation to any accredited Access Seeker representative who applies to the Access Provider for an Access Control Device. The Access Provider may reject any application based on a security check at its reasonably exercised discretion.
- 51.5.2 The Access Provider may also conduct its own security check.
- 51.5.3 The Access Provider may audit and monitor the Access Seeker's use of the Access Control Device(s). Breach of the access rules may result in the temporary and/or permanent withdrawal of access to any Relevant Facilities.

51.6 Costs

- 51.6.1 The Access Provider will provide an Access Control Device to every successful applicant under clause 51.4.2.
- 51.6.2 The Access Provider may have guards and/or third party security at the Relevant Facilities.

51.7 Lost or damaged Access Control Devices

- 51.7.1 Lost or damaged Access Control Devices must be reported to an Access Provider representative as soon as practicable.

51.8 Surrendering Access Control Devices

- 51.8.1 The Access Seeker is responsible for returning any Access Control Device to the Access Provider immediately upon it no longer being required.

PART 14 – PERMIT TO WORK

52 Permit to Work

52.1	Overview	52.1.1	This section 52 explains the Access Provider's Permit to Work procedure. The Access Seeker will be required to obtain a permit for work within the Relevant Facilities (a Permit to Work). The purpose of the Permit to Work procedure is to provide the Access Provider with prior notice of activity on the Relevant Facilities so the Access Provider can respond appropriately in the event of an outage or a complaint or enquiry from the Landlord, an Authority, or where such work may impact either the Access Provider's services other Access Seekers or other users of the Relevant Facilities.
52.2	General	52.2.1	The Access Provider's Permit to Work team is part of the NOC. The NOC is responsible for ensuring that all work on the Relevant Facilities is visible so that any risks to the Access Provider's Network can be controlled and mitigated.
		52.2.2	Notwithstanding any other provision of this Part 14, nothing in the Access Provider's Permit to Work requirements may unreasonably derogate from the Access Seeker's rights in relation to accessing the Relevant Facilities for the Mobile Co-location Service as provided by these Mobile Co-location Terms.
52.3	Permit to Work procedure	52.3.1	The Permit to Work procedure is intended to minimise disruption to the Relevant Facilities by timing and enforcing standard work practices. It provides: <ul style="list-style-type: none"> (a) a real time view for the NOC of all planned and unplanned work on or around the Relevant Facilities; (b) contention checking to identify and eliminate conflict at the Relevant Facilities; (c) a check of work timing against specified requirements; and (d) an interface with the network events notification procedure to provide End Users with notifications of Planned Work.
52.4	Permit to Work applications	52.4.1	Permit to Work applications are made using the Access Provider's designated Permit to Work system, which may be subject to future changes, or by contacting the Access Provider's NOC.
52.5	When to apply for a Permit to Work	52.5.1	A Permit to Work is required when: <ul style="list-style-type: none"> (a) the Access Seeker carries out any Access Seeker Build or Planned Work Build on or around the Relevant Facilities (including the installation of and any subsequent work on the Access Seeker Equipment); (b) work creates a risk or a loss of service to the Access Provider's Network (or a risk or a loss of service to any equipment which supports the Access Provider's Network (such as AC power); and (c) work is undertaken on the Relevant Facilities.
52.6	After hours Permit to Work	52.6.1	An after-hours Permit to Work is defined as one required after 5.00 pm and where the work is to take place before 8.00 am the next day. The NOC is responsible for processing and approving after-hours Permits to Work. The Access Seeker is responsible for

contacting the Access Provider's NOC.

52.7	Service-impacting faults and Permit to Work requirements	52.7.1	In the event of a service-impacting fault, permission may be given by the Access Provider to commence work without a Permit to Work. The Access Seeker is responsible for contacting the Access Provider's NOC in such an event.
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PART 15 – WORK PROCEDURES

53 Work procedures

53.1	Overview	53.1.1	<p>The following rules apply for managing work on the Access Provider's Relevant Facilities:</p> <ul style="list-style-type: none"> (a) all work must comply with the appropriate generally accepted best practice industry standards including any relevant generally applicable Access Provider standards, being those which the Access Provider would apply to its own activities; (b) all work must comply with the relevant Permit(s) to Work; and (c) the Access Seeker must comply with the requirements of all relevant laws (including all consents and permits, etc) prior to and during any work.
53.2	Work plan	53.2.1	<p>The Access Seeker must follow all reasonable procedures required by the Access Provider for work plan development. To ensure all work procedures are robust and that all work proceeds with a structured risk management plan:</p> <ul style="list-style-type: none"> (a) the Access Seeker must develop a work plan that is fully compliant with the Access Provider's accreditation procedures before work starts; (b) the work plan must be approved by the Access Provider's field services contact; (c) the work plan must be available on-site at the Relevant Facilities at all times during any work and must be used by the Access Seeker's accredited representatives; and (d) all work must comply with the Permit to Work procedure set out in section 52. <p>53.2.2</p> <p>The Access Provider's accreditation procedures require a work plan for any work to be undertaken on the Relevant Facilities. The Access Seeker's work plan must address the following points:</p> <ul style="list-style-type: none"> (a) the scope and purpose of the work; (b) the location of the work on or around the Relevant Facilities; (c) the contact details of the Access Provider's and the Access Seeker's representatives; (d) the name and contact details of the person responsible for carrying out the work; (e) the duration of work (including dates if known); (f) a copy of the approved Permit(s) to Work;

- (g) the number of people required, their trades and their accreditation requirements;
- (h) the names and services provided by any sub-contractors or third parties;
- (i) the risks and hazards identified;
- (j) any parts of the Access Provider's Network requiring isolation and for how long;
- (k) the control and isolation points identified;
- (l) a mitigation plan, in relation to work affecting the Access Provider's Network;
- (m) any storage requirements;
- (n) a dust management plan;
- (o) a waste management plan;
- (p) any work that produces spark or flame (hot work);
- (q) the tools and protective equipment required (e.g. power tools less than 1 kW, power tools greater than 1 kW, isolating transformers, vacuum cleaners, gas operated equipment, non combustible fire blankets, anti static dust sheets, fire extinguishers and sand bags); and
- (r) any specific access requirements.

53.3 Working on the Relevant Facilities

- 53.3.1 Where a security guard is employed at the Relevant Facilities, the Access Seeker must report to the security guard upon accessing and leaving the Relevant Facilities.
- 53.3.2 Access on public holidays can be arranged by contacting the Access Provider's NOC.
- 53.3.3 Any Access Provider supplied identification must be worn in accordance with the access rules. Each accredited representative of the Access Seeker must also wear his or her own identification issued by the Access Seeker when entering the Relevant Facilities. The identification must show the wearer's name and photo and the Access Seeker's name.
- 53.3.4 Cellular phones must be turned off in sign-posted areas.
- 53.3.5 The Access Seeker is responsible for the removal of rubbish and for cleaning and maintaining its equipment and the area around it.

53.4 Electric tools and appliances

- 53.4.1 Use of portable electrical equipment with a power rating of less than 1 kW is permitted in the vicinity of all of the Access Provider's telecommunications equipment. An isolating transformer must be used with 230 V equipment that is not clearly labelled as double insulated.
- 53.4.2 Electrical equipment with a power rating greater than 1 kW must not be used within 1 metre of any of the Access Provider telecommunications equipment. 230V equipment over 1kW must not be plugged into an outlet on any of the Access Provider telecommunications equipment frame, cabinet or rack. Only the outlets on a building's wall may be used. An isolating transformer must be used if the equipment is not insulated – RCDs do not provide the necessary earth isolation.
- 53.4.3 Where it is proposed to use electrical equipment with a power rating

greater than 2 kW, the approval of an Access Provider site manager must first be obtained. Any conditions for use attached to the approval must be strictly adhered to.

53.5 Static electricity

53.5.1 As the Access Provider's telecommunications equipment is very sensitive to static electricity, extreme care must be taken when working at the Relevant Facilities. Anti-static wrist straps and floor mats must be used at all times.

54 Health and Safety

54.1 Overview

54.1.1 All work performed by the Access Provider and the Access Seeker must comply with the relevant health and safety guidelines. The Access Seeker must make itself aware of all identified hazards and comply with all emergency and evacuation plans that apply to each Relevant Facility.

54.2 Health and safety compliance

54.2.1 The Access Provider and the Access Seeker must comply with the requirements found in the:

- (a) Health and Safety in Employment Act 1992;
- (b) Health and Safety in Employment Amendment Act 2002;
- (c) Approved Codes of Practice; and
- (d) relevant Health and Safety Guidelines.

54.2.2 The Access Provider must:

- (a) ensure that the Relevant Facilities are safe, in accordance with statutory requirements; and
- (b) identify all known hazards at each Relevant Facility.

54.2.3 The Access Seeker must:

- (a) comply with the relevant safety guidelines and standards maintained by the Access Provider at each Relevant Facility. These safety guidelines and standards are listed in the Procedures and Technical Specifications set out in Appendix Y;
 - (b) identify any new hazards and use reasonable endeavours to notify the Access Provider of any new hazards as soon as is practical;
 - (c) ensure that only Access Seeker representatives that are accredited and competently trained persons carry out work at the Relevant Facilities and that those persons conduct work on the Relevant Facilities in a safe manner, in accordance with the relevant safety guidelines and standards; and
 - (d) comply with all terms and conditions for health and safety set out in the Mobile Co-location General Terms and the Mobile Co-location Access Terms.
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54.3	Generic hazards	54.3.1	<p>Hazards that are generic to the Relevant Facilities may include, but are not limited to:</p> <ul style="list-style-type: none"> (a) work needed to be performed in confined spaces; (b) work needed to be performed at heights; (c) work needed to be performed with the use of elevating platforms; (d) work performed by helicopter access; (e) exposure to electromagnetic radiation; (f) four-wheel driving; (g) work performed alone or remotely; (h) work performed in adverse weather conditions; and (i) electricity hazards.
54.4	Cumulative Radio-frequency effects	54.4.1	<p>The Access Provider and the Access Seeker must comply with the NZS2772.1: 1999 Radio-frequency Fields (the New Zealand RF Standard) and all applicable requirements of the relevant Authority in relation to Radio-frequency exposure.</p>
		54.4.2	<p>The Access Provider and the Access Seeker must work together to ensure that the requirements set out in this clause 54.4 are met when undertaking work on any Relevant Facilities.</p>
		54.4.3	<p>The Access Provider will, upon a request from the Access Seeker, provide to the Access Seeker information relating to the Radio-frequency exposure for all existing services and future services at the Relevant Facilities where the Access Provider has obtained resource consent for such services. For example, this may include the maximum power, the Antenna gain, and the down-tilt options at the Relevant Facilities.</p>
		54.4.4	<p>Where a Party undertakes any work on or around the Relevant Facilities and such work generates Radio-frequency fields and requires an RMA consent or certificate of compliance (including in the case of section 18 above):</p>
		(a)	<p>prior to that Party commencing any such work on or around the Relevant Facilities (the working party), the working party must:</p>
		(i)	<p>send to the relevant Authority a written notice of the location of the Relevant Facilities where the work will be undertaken and a cumulative Radio-frequency exposure report prepared by an accredited and competently qualified engineer, engineering technician or physical scientist stating whether the New Zealand RF Standard will be complied with on the Relevant Facilities; and</p>
		(ii)	<p>provide to the other Party and to any other Access Seeker receiving the Mobile Co-location Service at the Relevant Facilities a summary of the cumulative Radio-frequency exposure report prepared in accordance with the New Zealand RF Standard; and</p>
		(b)	<p>the working party must ensure that there is appropriate protection against:</p>
		(i)	<p>occupational exposures to the Radio-frequency fields generated by the work, in accordance with section 9 of the New Zealand RF Standard; and</p>
		(ii)	<p>general public exposures to the Radio-frequency fields</p>

generated by the work, in accordance with section 10 of the New Zealand RF Standard.

- (c) the working party must apply for any consents in relation to such work.

APPENDIX A – GLOSSARY

Term	Meaning
Access Control Device	has the meaning given in clause 51.1.1.
Access Provider's Forecast	has the meaning given in clause 9.1.2.
Access Seeker Build	means any works undertaken by the Access Seeker for the purpose of installing, maintaining, repairing, altering, removing and/or replacing the Access Seeker Equipment, in accordance with the Mobile Co-location Tasks and the terms and conditions of this Manual.
Agreed Standard Solution	has the meaning given in the Interference and Management Design document.
Antenna Minimisation	means the process whereby an Access Provider's existing Antenna are replaced with Antenna that will facilitate the accommodation of Access Seeker Antenna on the Relevant Facilities.
Application	means any application made by the Access Seeker in relation to any part of the Mobile Co-location Service.
Approval to Build	has the meaning given in clause 20.3.1.
Apportionment	has the meaning given in clause 25.4.
Authority	includes a government, statutory or regulatory authority.
Business Hours	means 8am to 5pm on any Working Day.
Common Format Site Database	has the meaning given in clause 31.1.1.
Preliminary Notice	has the meaning given in clause 19.1.1.
Preliminary Site Approval	has the meaning given in clause 16.4.3.
Detailed Site Design	has the meaning given in clause 16.2.11.
Detailed Site Design Visit	has the meaning given in clause 16.1.1.
District	has the meaning given in the Local Government Act 2002.
Escalation Protocol	means the protocol set out in Appendix B.
Extension Application	has the meaning given in clause 11.4.1.
Fault Management System	has the meaning given in clause 41.3.1.
Fault Restoration Hours	means 7:00am to 11:00pm, seven days a week and Fault Restoration Hour means one hour within this period.
Final Site Approval	has the meaning given in clause 19.3.2.
Forecast	means any or all (as the context requires) of the forecasts required to be provided by the Access Seeker in this Manual, and includes the Mobile Co-location Forecast.
Forecast Date	has the meaning given in clause 8.1.7.
Forecast Timeframe	has the meaning given in clause 9.1.3.
Full Site Application	has the meaning given in clause 16.3.1.

Term	Meaning
Greenfields Access Provider	has the meaning given in clause 12.3.1.
Greenfields Access Seeker	has the meaning given in clause 12.3.2.
<u>Greenfields Co-location Agreement</u>	<u>has the meaning given in clause 12.2.2.</u>
Greenfields Consultation Process	has the meaning given in clause 12.1.1.
Greenfields Site	has the meaning given in clause 12.2.1.
Initial Site Application	has the meaning given in clause 15.4.1.
Interference Desktop Studies	means the interference desktop studies undertaken pursuant to clause 9.1.7 of the Interference Management and Design document.
Manual	means this Mobile Co-location Operations Manual.
Mobile Co-location Build Period	has the meaning given in clause 21.3.1.
Mobile Co-location Forecast	has the meaning given in clause 8.1.1.
Mobile Co-location Forecasting Spreadsheet	has the meaning given in clause 8.1.6.
Mobile Co-location Site Build	has the meaning given in clause 21.1.1.
Mobile Co-location Pre-build Phase	has the meaning given in clause 21.2.1.
Mobile Co-location Project Manager	means the person who will liaise with the other Party in relation to the implementation and supply of the Mobile Co-location Service at the Relevant Facilities, and each Party must nominate such a person (which may be a separate person for each of the Relevant Facilities).
Mobile Co-location Service Manager	means the person responsible for the overall relationship between the Parties with respect to the Mobile Co-location Service, and each Party must nominate such a person, who will have the specific responsibilities set out in clause 2.2.
Mobile Co-location Tasks	has the meaning given in clause 13.1.7, and is set out in Appendix D.
month	means a calendar month.
Multi-Site Application	has the meaning given in section 14.1.1.
Multi-Site Application Project Plan	has the meaning given in section 14.2.8.
Necessary Work	has the meaning given in clause 24.3.1 and 25.3.1.
New Zealand RF Standard	has the meaning given in clause 54.4.1.
NOC	means the Access Provider's Network Operations Centre (or equivalent facility).
Operational Date	The date on which the Access Seeker Equipment on the Relevant Facilities may be operationalised following completion of all tasks required for the work (in either the Mobile Co-location Tasks or the Planned Work Tasks).
Permit to Work	has the meaning given in clause 52.1.1.
Planned Work	has the meaning given in clause 47.3.1.

Term	Meaning
Planned Work Application	has the meaning given in clause 47.4.1.
Planned Work Approval to Build	has the meaning given in clause 47.6.1.
Planned Work Build	has the meaning given in clause 47.6.3.
Planned Work Project Closure	has the meaning given in clause 47.6.6.
Planned Work Project Plan	has the meaning given in clause 47.5.1.
Planned Work System	has the meaning given in clause 46.1.2.
Planned Work Tasks	has the meaning given in clause 47.1.2, and is set out in Appendix S.
Project Closure	has the meaning given in clause 21.7.2.
Project Closure Checklist	has the meaning given in clause 21.4.1.
Project Plan	has the meaning given in clause 20.1.2.
Provisioning System	has the meaning given in clause 13.1.3, and includes any upgrades, new version or replacement system.
quarter	means the three month period commencing on the first Working Day of February, May, August and November respectively.
Queue	has the meaning given in clause 11.2.1.
Relevant Occupation	means a lease, sub-lease, license, sub-license, or other right to occupy or possess (which may arise, without limitation, as a result of ownership) by the Access Provider of any Relevant Facilities.
Relinquishment	has the meaning given in clause 27.1.1.
Relinquishment Application	has the meaning given in clause 27.2.1.
Relinquishment Date	has the meaning given in clause 27.3.1.
Relocation	has the meaning given in clause 28.2.1.
Relocation Plan	has the meaning given in clause 28.3.1.
Region	means the regions AKL (north of Turangi, North Island), WLG (south of Turangi, North Island), or CHC (South Island), for the purposes of the Mobile Co-location Forecasts.
RMA	means the Resource Management Act 1991, and all amendments.
Sharing Proposal	has the meaning given in clause 12.4.1.
<u>Site Agreement</u>	<u>has the meaning given in clause 19.4.1.</u>
Site Alterations	has the meaning given in clause 23.1.2.
<u>Site Alteration Conditions</u>	<u>has the meaning given in clause 23.2.1.</u>
<u>Site Alteration Purpose</u>	<u>has the meaning given in clause 23.1.1.</u>
Site Design Notes	has the meaning given in clause 16.2.4.
Site Data Pack	has the meaning given in clause 15.2.1.
Site Data Pack Application	has the meaning given in clause 15.1.1.

Term	Meaning
Standard Site Type(s)	has the meaning given in clause 32.1.1.
Standard Site Type Solution	has the meaning given in clause 32.3.1.
Standard Site Type Solution Tasks	has the meaning given in clause 32.4.1, and is set out in Appendix R.
Territorial Authority	has the meaning given in the Local Government Act 2002.